



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MAY 20, 2024
7:00 PM AT CITY HALL, 220 CLAY STREET

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Approval of the minutes of the Regular City Council meeting of May 6, 2024.

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Seal Coat Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 05/14/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 Seal Coat Project.
3. Public hearing on the proposed rezoning from M-1, Light Industrial District, to C-2, Commercial District, of properties located at 2300 Main Street, 2216 Main Street and 127 East 23rd Street.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 05/14/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending the Zoning Map by removing approximately 3.8 acres of real estate located at 2300 Main Street, 2216 Main Street and 127 East 23rd Street from M-1, Light Industrial District, to C-2, Commercial District, upon its first consideration.

4. Public hearing on the proposed vacation of certain public right-of-way of an alley between Longview Street and Cedar Street.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 05/14/2024)
 - b) Written communication filed with the City Clerk.
 - c) Staff Comments.
 - d) Public Comments.
 - e) Pass an ordinance vacating certain public right-of-way of an alley between Longview Street and Cedar Street, upon its first consideration.
5. Public hearing on the proposed amendments to Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for scheduled violations.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 05/14/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for scheduled violations, upon its first consideration.

Old Business

6. Pass Ordinance #3058, amending Chapter 2, Administration, of the Code of Ordinances relative to Compensation, of Division 6, Utilities Board of Trustees, upon its third & final consideration.

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

7. Receive and file the City Council Committee of the Whole meeting minutes of May 6, 2024 relative to the following items:
 - a) Cedar Falls Economic Development Corporation Update.
 - b) Council Conflict of Interest Form.
8. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Stephanie Daniels, Human Rights Commission, term ending 07/01/2026.
9. Receive and file revised bylaws for the Art & Culture Board.
10. Receive and file revised bylaws for the Tourism Board.
11. Approve an Order Accepting Acknowledgement/Settlement Agreement with Bani's, c/o Super Gill, Inc., 2128 College Street, for a first tobacco violation.
12. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Fareway #190 – 4500 South Main Street.
 - b) Fareway #974 – 214 North Magnolia Drive.
 - c) Five Corners Liquor and Wine – 809 East 18th Street.
 - d) Hill Street News & Tobacco – 2217 College Street.
 - e) Murphy USA #6970 – 518 Brandilynn Boulevard.

13. Approve the following applications for retail alcohol licenses:
 - a) Suds, 2223 ½ College Street, Class C retail alcohol & outdoor service - renewal.
 - b) CVS/Pharmacy, 2302 West 1st Street, Class E retail alcohol - renewal.
 - c) Target, 214 Viking Plaza Drive, Class E retail alcohol - renewal.
 - d) Cedar Basin Music Festival, Sturgis Park, Special Class C retail alcohol & outdoor service - 5-day permit.
 - e) Sturgis Falls Celebration, Gateway Park, Special Class C retail alcohol & outdoor service - 5-day permit.
 - f) King Bucks, 6719 University Avenue, Class C retail alcohol - new.

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

14. Resolution Calendar with items considered separately.
15. Resolution approving and authorizing an Annual Conflict of Interest/Related Party Disclosure form for Elected Officials.
16. Resolution approving and authorizing execution of an Agreement with Kirk Gross Company relative to replacement of tables and chairs for the Community Center.
17. Resolution approving and authorizing execution of a Memorandum of Understanding with the Teamsters Union, Local No. 238 (Public Safety) relative to pay adjustments.
18. Resolution approving and authorizing execution of a Memorandum of Understanding with the Teamsters Union, Local No. 238 (Public Works) relative to pay adjustments.
19. Resolution approving and authorizing execution of an Amendment to Temporary Encroachment Agreement with Structure Real Estate relative to TC mascots for Panthers on Parade project.
20. Resolution approving a HWY-1, Highway Commercial Zoning District site plan for construction of a restaurant to be located at 1100 Brandilynn Boulevard.
21. Resolution approving the West Fork Crossing First Addition Lot 25 and Lot 26 Minor Subdivision Plat, a replat of Lot 25 and Lot 26 of West Fork Crossing First Addition.
22. Resolution approving and authorizing execution of six Owner Purchase Agreements; and approving and accepting five Temporary Construction Easements, two Storm Sewer and Drainage Easements, in conjunction with the North Cedar Heights Drive Phase 2 Project.
23. Resolution approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2023 Sanitary Sewer Rehabilitation Project.
24. Resolution approving the Certificate of Completion and accepting the work of K&W Electric, Inc. for the Hudson Road & West Ridgeway Avenue Intersection Improvements Project, and approving and authorizing the transfer of funds from the Capital Projects - Private Contribution, Local Sales Tax and Street Construction Fund to the Tax Increment Financing Fund.
25. Resolution receiving and filing, and approving and accepting the bid of Boulder Contracting, LLC in the amount of \$390,980.25, for the 2024 Alley Reconstruction Project.
26. Resolution receiving and filing, and approving and accepting the bid of JQ Construction in the amount of \$146,051.58, for the 2024 Sidewalk Assessment Project – Zone 6.

Ordinances

27. Pass an ordinance amending Chapter 2, Administration, of the Code of Ordinances relative to approval of bills and claims against city, upon its first consideration.

- [28.](#) Pass an ordinance amending Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances relative to location and operation – generally and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to noxious weeds prohibited; exceptions, upon its first consideration.
- [29.](#) Pass an ordinance amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to the use of city collection service, upon its first consideration.
- [30.](#) Pass an ordinance amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to disorderly conduct – generally, upon its first consideration.
- [31.](#) Pass an ordinance amending Chapter 18, Planning, of the Code of Ordinances relative to powers and duties, upon its first consideration.
- [32.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to general passing, upon its first consideration.

Allow Bills and Claims

- [33.](#) Allow Bills and Claims for May 20, 2024.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MAY 6, 2024
REGULAR MEETING, CITY COUNCIL
MAYOR DANIEL LAUDICK PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz (joined via phone at 7:20 PM), Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Absent: None. Mayor Laudick led the Pledge of Allegiance.

- 54739 - It was moved by Ganfield and seconded by Crisman that the minutes of the Regular Meeting of April 15, 2024 be approved as presented and ordered of record. Motion carried unanimously.
- 54740 - The Mayor then asked if there were any agenda revisions. City Clerk Kerr noted that item 12a on the Consent Calendar was being removed from the agenda.
- 54741 - Rosemary Beach, Cedar Falls, commented on new restrooms located downtown.
- Reverend Michael Blackwell, Cedar Falls, commented on racial disparity and discrimination.
- Larry Stumme, Waterloo, commented on the recent 24/7 Wall Street Report naming Iowa as the second worst state for Black Americans.
- Carole Deeds, Cedar Falls, commented on the demolition of two properties listed on the agenda. (items #39 & #40)
- Isaac Mata, Waterloo, thanked staff for his recent internship with the city. Mayor Laudick and Councilmember Dunn commented.
- 54742 - Director of Public Safety Berte announced an Open House at the Public Safety Center on Thursday, May 9, 2024, from 4:30 PM – 7 PM.
- Berte announced the Peace Officer's Memorial Service Event at Overman Park on Monday, May 15, 2024 at 10 AM.
- Director of Community Development Sheetz announced the twenty-seven Panthers on Parade statues have been placed throughout the community and will be on display through October. Mayor Laudick commented.
- 54743 - Mayor Laudick announced that in accordance with the public notice of April 23, 2024, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Alley Reconstruction Project. It was then moved by Kruse and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54744 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer II Armstrong

provided an update on the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.

- 54745 - It was moved by Ganfield and seconded by Crisman that Resolution #23,578, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 Alley Reconstruction Project, be adopted. Following comments and questions by Councilmembers Ganfield and Kruse, and responses by Civil Engineer II Armstrong and Director of Public Works Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,578 duly passed and adopted.
- 54746 - Mayor Laudick announced that in accordance with the public notice of April 23, 2024, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Sidewalk Assessment Project - Zone 6. It was then moved by Dunn and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54747 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided an update on the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.
- 54748 - It was moved by Crisman and seconded by Hawbaker that Resolution #23,579, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 Sidewalk Assessment Project - Zone 6, be adopted. Following questions by Councilmembers Kruse and Crisman, and responses by City Engineer Wicke, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,579 duly passed and adopted.
- 54749 - Mayor Laudick announced that in accordance with the public notice of April 18, 2024, this was the time and place for a public hearing on the proposed amendments to the City's FY2024 Budget. It was then moved by Dunn and seconded by Crisman that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54750 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Controller/City Treasurer Roeding provided an update on the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 54751 - It was moved by Crisman and seconded by Dunn that Resolution #23,580,

approving and adopting amendments to the City's FY2024 Budget, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,580 duly passed and adopted.

- 54752 - Mayor Laudick announced that this was the time and place for a hearing on a proposed resolution adopting and levying the final schedule of assessments for the 2023 Sidewalk Assessment Project – Zone 1. City Engineer Wicke provided a summary of the sidewalk assessment process.
- 54753 - It was moved by Dunn and seconded by Crisman that Resolution #23,581, adopting and levying the final schedule of assessments for the 2023 Sidewalk Assessment Project - Zone 1, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,581 duly passed and adopted.
- 54754 - It was moved by Ganfield and seconded by Latta that Ordinance #3054, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Art and Culture Center and Board, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3054 duly passed and adopted.
- 54755 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3055, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Visitors and Tourism Board, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3055 duly passed and adopted.
- 54756 - It was moved by Kruse and seconded by Crisman that Ordinance #3056, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions and Department of Community Development, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3056 duly passed and adopted.
- 54757 - It was moved by Kruse and seconded by Dunn that Ordinance #3057, amending Chapter 2, Administration, of the Code of Ordinances relative to Department of Community Development, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the

motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3057 duly passed and adopted.

54758 - It was moved by Latta and seconded by Hawbaker that Ordinance #3058, amending Chapter 2, Administration, of the Code of Ordinances relative to Compensation, of Division 6, Utilities Board of Trustees, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.

54759 - It was moved by Kruse and seconded by Hawbaker that the following items on the Consent Calendar be received, filed, and approved:

Receive and file Departmental Quarterly Reports of January - March 2024.

Receive and file communication from the Civil Service Commission relative to the following certified list:

a) Fitness Coordinator.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) Casey's #1887, 2425 Center Street.
- b) Casey's #2630, 5226 University Avenue.
- c) Casey's #2865, 5908 Nordic Drive.
- d) Casey's #3045, 601 Main Street.
- e) Casey's #3610, 1225 Fountains Way.
- f) Hansen's Dairy, 123 East 18th Street.
- g) Happy's Wine & Spirits, 5925 University Avenue, Suite 5.
- h) Hy-Vee Fast and Fresh, 6527 University Avenue.
- i) Hy-Vee Food Store, 6301 University Avenue.
- j) Metro Mart #3, 103 Franklin Street.
- k) The Landmark, 107 Main Street.
- l) Up In Smoke, 2218 College Street.

Approve the following applications for retail alcohol licenses:

- a) Hurling Hatchet, 100 East 2nd Street, Special Class C retail alcohol - renewal.
- b) Double Tap, 312 Main Street, Class C retail alcohol - renewal.
- c) Famous Dave's, 6222 University Avenue, Class C retail alcohol -renewal.
- d) The Other Place, 209 Main Street, Class C retail alcohol - renewal.
- e) Casey's General Store, 2425 Center Street, Class E retail alcohol - renewal.
- f) Prime Mart, 2323 Main Street, Class E retail alcohol - renewal.
- g) Walgreens, 2509 Whitetail Drive, Class E retail alcohol - renewal.
- h) Deringer's Public Parlor, 314 ½ Main Street, Class C retail alcohol – change in ownership.
- i) Double Tap, 312 Main Street, Class C retail alcohol – change in ownership.
- j) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol & outdoor service – change in ownership.
- k) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Special Class C retail alcohol & outdoor service - six 5-day permits (May 28- June 1, June 4-8, June 11-15, July 9-13, July 23-27, and August 6-10).

Motion carried unanimously.

- 54760 - It was moved by Crisman and seconded by Kruse to receive and file the City Council Standing Committee minutes of April 15, 2024 relative to the following item:
 - a) Discussion on Regular Council Meetings to be held on Tuesdays.

Following comments by Councilmember Crisman, the motion carried unanimously.

- 54761 - It was moved by Latta and seconded by Kruse to approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - b) Gretchen Harken, Bicycle and Pedestrian Commission, term ending 09/30/28.
 - c) Cindy Wiles, Board of Rental Housing Appeals, term ending 05/01/2028.
 - d) Eryn Hamann, Human Rights Commission, term ending 07/01/2025.
 - e) MaraBeth Soneson, Utilities Board of Trustees, term ending 08/31/2030.

Following comments by Councilmembers Crisman and Latta, and responses by City Administrator Gaines, Director of Finance & Business Operations Rodenbeck and Mayor Laudick, the motion carried unanimously.

- 54762 - It was moved by Kruse and seconded by Hawbaker to receive and file the Bi-Annual Report of Community Main Street relative to FY24 Self-Supported Municipal Improvement District (SSMID) funds and an FY24 Economic Development Grant. Following comments by Councilmembers Crisman and Ganfield, Community Main Street Executive Director Kim Bear, and Mayor Laudick, the motion carried unanimously.

- 54763 - It was moved by Kruse and seconded by Hawbaker that the following resolutions be introduced and adopted:

Resolution #23,582, approving and authorizing execution of Amendment One to the Service/Product Agreement with Eide Bailley, LLP for Audit Services.

Resolution #23,583, approving and adopting amendments to CFD 2100: Personnel Policies – Introduction.

Resolution #23,584, approving and adopting amendments to CFD 2101: Personnel Policy – Equal Employment Opportunity.

Resolution #23,585, approving and adopting amendments to CFD 2102: Personnel Policy – Harassment-Free Workplace.

Resolution #23,586, approving and adopting amendments to CFD 2106: Personnel Policy – Probationary Period.

Resolution #23,587, approving and adopting amendments to CFD 2107: Personnel Policy – Transfer.

Resolution #23,588, approving and adopting amendments to CFD 2108: Personnel Policy – Promotion.

Resolution #23,589, approving and adopting amendments to CFD 2110: Personnel Policy – Outside Employment.

Resolution #23,590, approving and adopting amendments to CFD 2121: Personnel Policy – Nepotism Prohibition.

Resolution #23,591, approving and adopting amendments to CFD 2152: Personnel Policy – Performance Appraisals.

Resolution #23,592, approving and adopting amendments to CFD 2255: Personnel Policy – Service Awards.

Resolution #23,593, approving and adopting amendments to CFD 2351: Personnel Policy – Attendance and Punctuality.

Resolution #23,594, approving and adopting amendments to CFD 2354: Personnel Policy – Leaves of Absence.

Resolution #23,595, approving and adopting amendments to CFD 2356: Personnel Policy – Sick Leave.

Resolution #23,596, approving and adopting amendments to CFD 2401: Personnel Policy – Employee Behavior.

Resolution #23,597, approving and adopting amendments to CFD 2402: Personnel Policy – Employee Personal Appearance.

Resolution #23,598, approving and adopting amendments to CFD 2405: Personnel Policy – Mobile Device Allowance.

Resolution #23,599, approving and adopting amendments to CFD 2406: Personnel Policy – Technology Resources Acceptable Use.

Resolution #23,600, approving and adopting a job classification for the position of Policy & Administration Specialist.

Resolution #23,601, approving and authorizing execution of a Property Lease Agreement with Chicago, Central & Pacific Railroad Company.

Resolution #23,602, approving and authorizing execution of a Service/Product Agreement with Benton's Sand & Gravel, Inc. for demolition of a structure located at 1218 Cottage Row Road.

Resolution #23,603 approving and authorizing execution of a Service/Product Agreement with Lehman Trucking & Excavating Inc. for demolition of a structure located at 523 West 1st Street.

Resolution #23,604, approving the preliminary plat for Panther West Additions.

Resolution #23,605, approving and authorizing execution of a Service/Product Agreement for asbestos abatement services with Advanced Environmental Testing & Abatement Inc. relative to properties located at 2603 South Union Road, 2617 South Union Road and 6512 West Ridgeway Avenue.

Resolution #23,606, approving and accepting a Warranty Deed, Purchaser's

Affidavit and Trustee Affidavit, in conjunction with the Northern Cedar Falls Flood Buyout Program.

Resolution #23,607, approving the preliminary plat and final plat of Pinnacle Prairie Commercial South Phase VI.

Resolution #23,608, approving and authorizing execution of a Contract for Completion of Improvements with Greenhill Estates, Inc. relative to the final plat of Pinnacle Prairie Commercial South Phase VI. (Contingent upon approval of previous item)

Resolution #23,609, approving and authorizing execution of a contract with Laser Line Striping relative to pavement marking services.

Resolution #23,610, approving and accepting Patent No. 6464 and No. 6465 from the Iowa Department of Transportation (Iowa DOT), in conjunction with the West 1st Street Project.

Resolution #23,611, approving and authorizing execution of an Agreement for Traffic Safety Improvement Program (TSIP) Funding with the Iowa Department of Transportation (IDOT) relative to the Prairie Parkway and Viking Road Intersection Improvements Project.

Resolution #23,612, approving and authorizing execution of ten Owner Purchase Agreements; and approving and accepting seventeen Temporary Construction Easements, seven Sanitary Sewer Easements and three Storm Sewer and Drainage Easements, in conjunction with the North Cedar Heights Drive Phase 2 Project.

Resolution #23,613, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Learn & Play Preschool & Daycare LLC, relative to a post-construction stormwater management plan for 4710 Cedar Heights Drive.

Resolution #23,614, receiving and filing, and approving and accepting the bid of Peterson Contractors, Inc. in the amount of \$6,237,016.30, for the West Viking Road Reconstruction and Trail Project.

Resolution #23,615, approving and accepting the contract and bond of Peterson Contractors, Inc. for the West Viking Road Reconstruction and Trail Project.

Resolution #23,616, approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2024 CDBG Sanitary Sewer Rehabilitation Project.

Resolution #23,617, approving and authorizing execution of Supplemental Agreement No. 3 to the Professional Service Agreement with Snyder & Associates, Inc. for administration and design services relative to the Oak Park Boulevard Sewer Replacement Project.

Resolution #23,618, approving and authorizing execution of a License Agreement with Windstream Intellectual Property Services, LLC relative to installing a fiber optic telecommunications system within the public right-of-way along Hudson Road and Technology Parkway.

Resolution #23,619, approving and authorizing execution of a License Agreement with Windstream Intellectual Property Services, LLC relative to installing a fiber optic telecommunications system within the public right-of-way along West Viking Road.

Resolution #23,620, receiving and filing, and setting May 20, 2024 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Seal Coat Project.

Resolution #23,621, setting May 20, 2024 as the date of public hearing on the proposed rezoning from M-1, Light Industrial District, to C-2, Commercial District, of properties located at 2300 Main Street, 2216 Main Street and 127 East 23rd Street.

Resolution #23,622, setting May 20, 2024 as the date of public hearing on the proposed vacation of certain public right-of-way of an alley between Longview Street and Cedar Street.

Resolution #23,623, setting May 20, 2024 as the date of the public hearing on the proposed amendments to Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for scheduled violations.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,582 through #23,623 duly passed and adopted.

The Mayor announced a short recess from 7:49 PM to 7:54 PM.

54764 - It was moved by Dunn and seconded by Crisman that the following resolutions be introduced and adopted:

Resolution #23,624, receiving and filing, and approving and accepting the bid of Aspro, Inc. in the amount of \$389,994.00, for the Orchard Hill Pickleball Court Expansion Project.

Resolution #23,625, approving and accepting the contract and bond of Aspro, Inc. for the Orchard Hill Pickleball Court Expansion Project.

Recreation & Community Programs Manager Soppe provided a presentation on the project and its timeline. Following questions and comments by Councilmembers Schultz, Ganfield, Crisman, and Latta, and responses by Soppe, Director of Public Works Schrage, and City Administrator Gaines, the Mayor called for public comment.

The following individuals spoke in support of the project:

- Mary O'Shaughnessy, Cedar Falls
- Maureen Henderson, Cedar Falls
- Brandon Pedersen, Cedar Falls
- Cliff Roy, Cedar Falls
- Ward Stubbs, Cedar Falls
- B. Patterson, Cedar Falls

Jeanette Marsh, Cedar Falls
David Maxin II, Cedar Falls
Charlie Blair-Broeker, Cedar Falls
Steve Sullivan, Cedar Falls
Kent Ratiken, Cedar Falls
Sarah Jansen, Cedar Falls
Cindy Wagner, Cedar Falls
Mary Dickens, Cedar Falls
Mark Rhoades, Cedar Falls

The following individuals spoke in opposition to the project:

Kathy Oakland, Cedar Falls, provided signed petitions to Council.
Brenda Bonner, Cedar Falls
Brian Bonner, Cedar Falls
Gaylen Hutchins, Cedar Falls
Kim Kischer Larson, Cedar Falls
Lori Newbragh, Cedar Falls
Shelly Wessels, Cedar Falls
Kevin Ubben, Cedar Falls
Sheri Ubben, Cedar Falls. Ubben also requested a stop sign at McClain Drive.

Councilmember Schultz departed the meeting at 9:15.

Following comments by Mayor Laudick, Councilmembers Ganfield, Latta, Kruse, Crisman, Dunn, and Hawbaker, and responses by Director of Community Development Sheetz, City Attorney Rogers, and Director of Public Works Schrage, the Mayor then put the question on the motions, and upon call of the roll, the following named Councilmembers voted. Aye: Latta, Hawbaker, Ganfield, Crisman, Dunn. Nay: Kruse. Motion carried. The Mayor then declared Resolutions #23,624 and #23,625 duly passed and adopted.

- 54765 - It was moved by Crisman and seconded by Kruse that the bills and claims of May 6, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54766 - Councilmember Crisman announced the USPS annual food drive, Stamp Out Hunger, on May 11, 2024. Councilmember Dunn also commented.
- 54767 - It was moved by Crisman and seconded by Dunn that the meeting be adjourned at 10:08 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: May 20th, 2024

SUBJECT: 2024 Seal Coat
 City Project Number: SC-000-3339
 Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Seal Coat Project.

This Project involves seal coating five (5) street sections, one (1) single lane drive for a lift station, multiple single lane drives within three (3) cemeteries, and one parking lot; for a total covering of 46,400 S.Y. of seal coat. Work shall include proper surface preparation and proper placement and compaction of the surface.

Street	From	To
Ford Road	Lone Tree Rd	Fitkin Rd
Grant Street	B Street	Roosevelt Street
Union Road	W 27 th Street	Viking Road
Ice House Parking Lot		
309 E. 4 th Street Facility		
Cedar Heights Lift Station		
Hillside Cemetery	Various Internal Roads	
Greenwood Cemetery	Various Internal Roads	
Fairview Cemetery	Various Internal Roads	

The total estimated cost for the construction of this project is \$235,266.90. The project will be funded by Local Sales Tax and the Street Construction Fund.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Seal Coat Project.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

2024 Seal Coat Project

Project No. SC-000-3339
 Engineer's Cost Estimate
 City of Cedar Falls
 4/24/2024

Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	35,900.00	\$ 0.57	\$ 20,463.00
2	Seal Coat	S.Y.	46,400.00	\$ 3.39	\$ 157,296.00
3	Pavement Markings, Painted	STA.	11.8	\$ 900.00	\$ 10,620.00
4	Mobilization	L.S.	1	\$ 20,000.00	\$ 20,000.00
5	Traffic Control	L.S.	1	\$ 5,500.00	\$ 5,500.00
10 % Contingency:					\$ 21,387.90
Total:					\$ 235,266.90



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: May 20, 2024
SUBJECT: Rezoning Request, 2300 Main Street (RZ24-001)

REQUEST: Rezone property from M-1 Light Industrial to C-2 Retail Commercial.
PETITIONER: Seven D LLC, owner; Chris Fischels of Fischels Commercial & Residential Group, applicant
LOCATION: 2300 Main Street, 2216 Main Street, and 127 E 23rd Street; West of Main Street; North of E Seerley Blvd. (RZ24-002)

PROPOSAL

The site consists of three parcels. The proposal is to rezone a 3.8-acre site owned by Seven D LLC located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District.

BACKGROUND

The existing building at 2300 Main Street was previously a furniture store. In January 2022, Seven D LLC bought the properties at 2300 Main Street, 2216 Main Street, and 127 E 23rd Street. At that time, 2216 Main Street and 127 E 23rd Street were single-family units that were registered rentals. Both units were demolished in 2023.

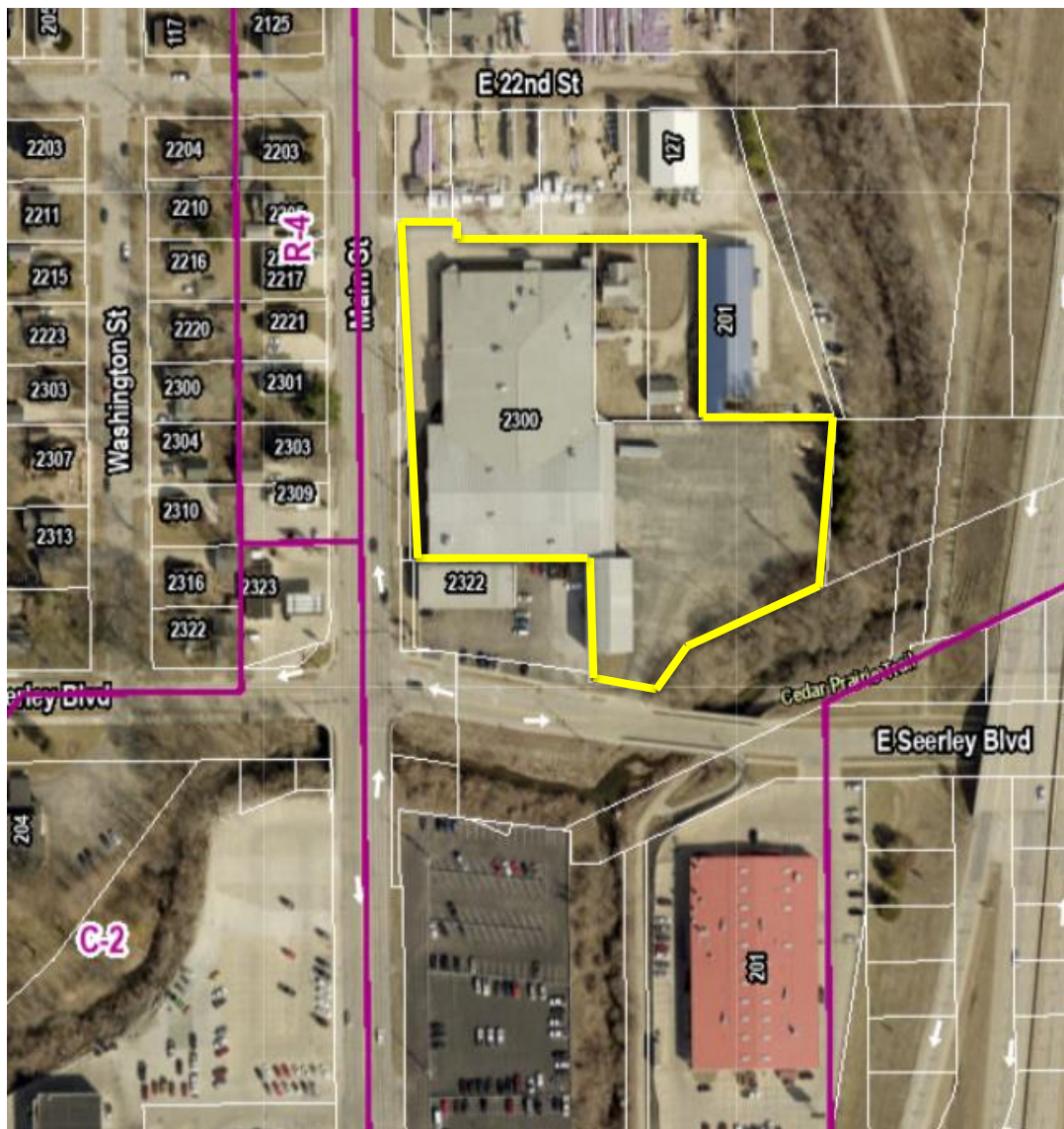
In 2023, Seven D LLC proposed remodeling the building which included changing the footprint of the building, changing the parking configuration, and adding an auto detailing shop, private pickleball courts, storage space, and retail space.

In 2024, a dentist’s office is interested in leasing space in the building. The M-1 District does not allow institutions for human care, such as a dentist’s office. The applicant proposes to rezone the property to allow a dental clinic in one of the lease spaces.

The property owner is currently working to install a body detailing shop at 2300 Main Street. The auto body detailing shop is an extension of Deery Brother's Collision Center. All the collision repairs will be completed at 201 E Seerley. The applicant proposes three parts to the detail auto shop at this location, which are a paint booth, detailing space, and photo booth space. The paint booth will also be used for touching up minor scratches and dings. They will also occasionally remove a bumper for painting in this area as well.

The detailing space will be used to clean vehicles both inside and outside including vacuuming, buffing, waxing, and sealing the paint. They will also use this space to add ceramic coating and undercoating.

The photo booth space will be a place where they can showcase the work done with video/photographs for their website listings.



ANALYSIS

CURRENT ZONING

The purpose of the M-1 Light Industrial Zoning District is to provide an environment suitable for industrial activities that do not create visible nuisance or hazards to surrounding properties. It allows most uses that are within the C-3 District except for any dwellings, schools, hospitals, clinics, or other institutions for human care with the exception of daycare uses. This ensures compatibility of uses because some for industrial uses could have an unintended effect on human care uses.

The request is to change the zoning on three parcels totaling 3.8 acres of land located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District.

The applicant would have an auto detailing shop at this site along with private pickleball courts, storage space, and retail space.

PROPOSED ZONING

The C-2 Retail Commercial District Zone is intended to provide space for regional and neighborhood retail uses. Uses allowed in C-2 include dwellings, schools, hospitals, clinics, or other institutions for human care.

The site is surrounded by residential uses and a former gas station along the west, a lumber yard to the north, and an auto quick lube to the south. The properties to the north, east, and south are within the M-1 Zoning District. The residential properties to the west are in the R-4 Zoning District and the former gas station location is in the C-2 Zoning District. Staff finds that the zoning change will be compatible with the surrounding area and will allow for a more compatible use next to the residential uses to the west.

The autobody detailing space as described above will meet the C-2 Zoning Code, which allows for auto services. The owner will need to keep to the work described to avoid creating a non-conforming use.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies these three parcels as Community Commercial. The requested C-2 zoning is consistent with the Comprehensive Plan and the request would not require an amendment to the Future Land Use Map.

ACCESS TO PUBLIC SERVICES

The property is in a developed area of the city and has access for connection to all utilities and public services.

ACCESS TO ADEQUATE STREET NETWORK

The property has two access points to Main Street and an access point along the south onto E Seerley Blvd. There is also an access easement to the north that connects Main Street to 201 E 22nd Street.

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, have no concerns with the proposed rezoning request.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of the rezoning request.

PLANNING & ZONING COMMISSION

Introduction
3/27/2024

Chairperson Hartley introduced the next item, a request to rezone property located near the intersection of Main Street and Seerley Boulevard. Ms. Pezley, Planner III, presented the staff report, describing the location, uses of surrounding properties, the basic review criteria for a rezoning, and the applicant's reason for requesting the rezoning. The property is currently M-1 Light Industrial District, and the request is to rezone the property to C-2 Commercial District. The applicant would like to add a dental clinic in the building, which is not allowed in the M-1 zoning district. Ms. Pezley noted that the proposed rezoning is consistent with the Future Land Use Map, which identifies this area as appropriate for community commercial uses. She noted that all necessary public infrastructure is available to support the proposed zoning change.

Moser asked if a collision center (auto body repair) would be allowed if the zoning change is approved. Ms. Pezley confirmed that an auto body repair shop would not be allowed if rezoned to C-2. Moser asked how the city would follow up if there were any changes to the use that transformed it into an auto body repair shop. Pezley noted that the staff report was very detailed on what was allowed in the C-2 Zone with the auto detailing shop. If the use changed to a more extensive repair shop, this would provide context and help determine if there was a code violation.

Stalnaker asked how the code enforcement changes between the current zoning and proposed zoning. Pezley explained that the detailing shop as currently described by the applicant would be allowed in the proposed zoning district.

Stalnaker asked if the use ever gets to be a nuisance to the neighborhood, how would the City handle that. Howard explained that if the property owner was changing the use, they would have to come to the city for building permits and the change of use would be reviewed at that time. Howard understands that there is a fine line between the proposed detailing shop and an auto body repair shop and that is why staff asked the applicant to describe the use in detail for the record. Howard explained that the C-2 zone allows for many commercial uses such as auto service, but it does not allow auto body work/collision center. This change would go to a less intense use than the current zone which is in a direction that would be more compatible with the comprehensive plan. The building was previously used for commercial uses, and they would like to continue to use the building for commercial uses.

Henderson asked if the owner could use the building as a collision center today and Howard said yes. Henderson points out that the rezoning would ensure a less intense use for the neighbors moving forward.

Chris Fischels, representing the property owner, said that this is the first time that he has seen an applicant request a down-zoning, but the owner would like to lease space for a dental clinic. He was there to answer any questions. There were no questions or comments from the Commission.

Dr. Spencer Walker, 3413 Pheasant Dr., Cedar Falls. Walker is the dentist who wants to lease space in the building. Walker has been working in Cedar Falls for 13 years

and has outgrown his current office. Walker plans to stay in Cedar Falls for many years to come and thinks this would be a good location for the clinic.

Hartley asked for any more comments and there were none. Hartley shared that he thought that this was great repurpose of the building. Moser agreed.

Sorensen moved to set the public hearing for the April 10, 2024, Planning and Zoning Commission meeting. Henderson seconded the motion. The motion was approved unanimously on a voice vote.

Public
Hearing
4/10/2024

The next item for consideration by the Commission was a rezoning request for 2300 Main Street, 2216 Main Street and 127 E. 23rd Street. Chair Hartley introduced the item and Ms. Howard discussed the notice that is required for rezoning requests. She explained that the required notice did not get published in the Courier. She provided two options for proceeding with the item. The Commission can waive the notice requirement per City Code, hold the public hearing and make a recommendation to City Council to approve the rezoning request or postpone the hearing to the next meeting. She noted that regardless of which option the Commission chooses, the case will not be scheduled for a Council meeting until May 6, so the decision will not slow down the process for the applicant.

Sorensen made a motion to waive the notice requirement. Henderson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Ms. Pezley provided background information, explaining the criteria for considering a rezoning. She discussed the characteristics of the designation and the allowable uses. She noted that the property is in a developed area of the city and has access to all utilities and public services and is consistent with the Future Land Use Map. The property also has direct access to Main Street and E. Seerley Boulevard. Staff recommends approval of the rezoning.

Chris Fischels, 4200 West Rock Road, Hudson, Iowa stated that he is available to answer any questions.

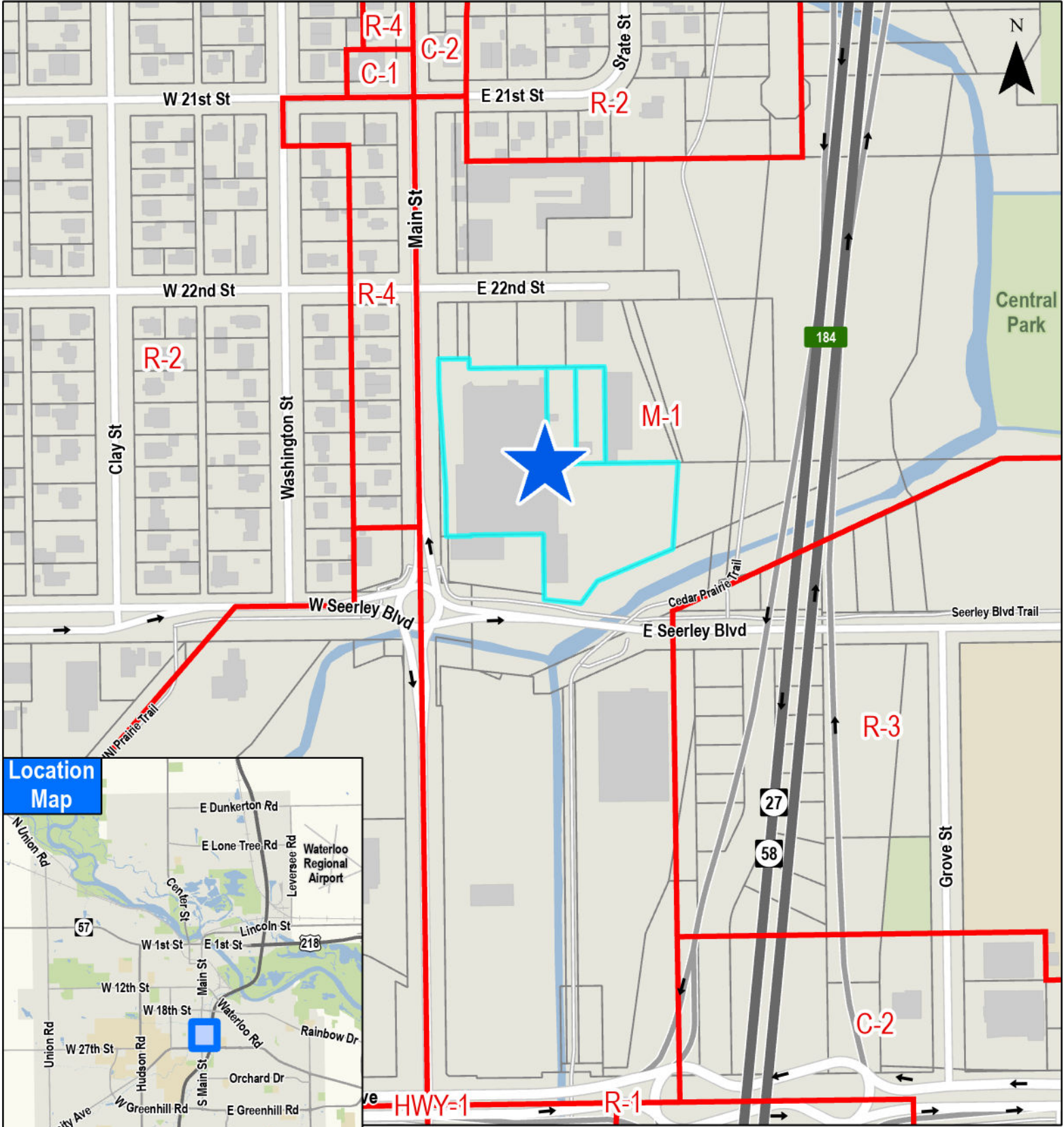
Sorenson made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Attachments: Location Map
Rezoning request letter
Legal Description
Rezoning Exhibit Plat

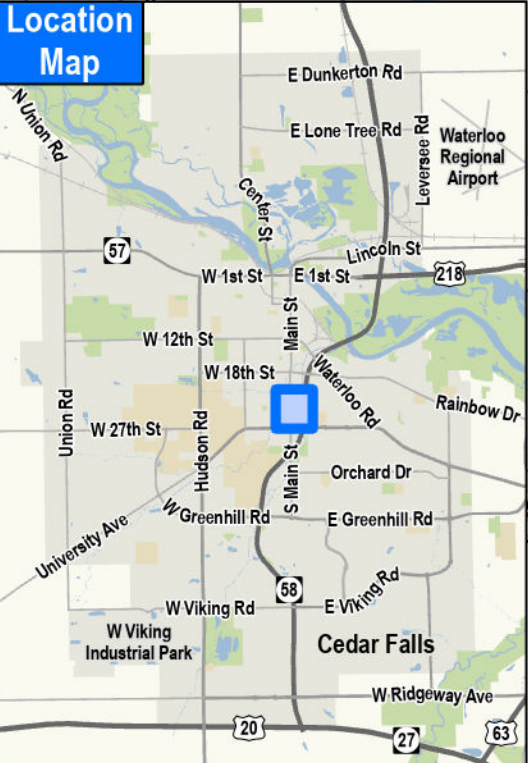
Cedar Falls Planning and Zoning

March 27, 2024

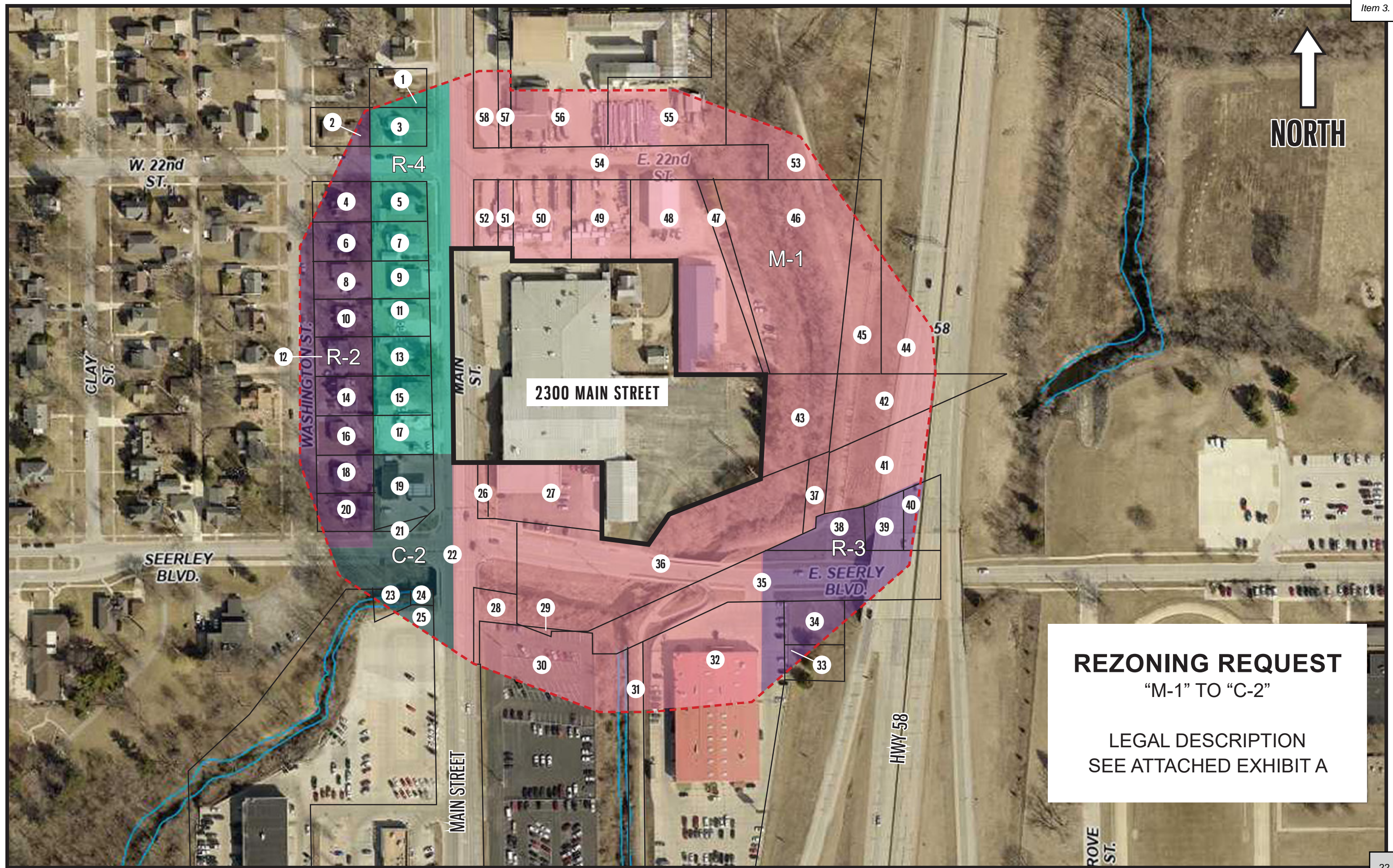
Item 3.



Location Map



Rezoning request from M-1 to C-2
2300, 2216 Main St. & 127 E. 23rd St.
(RZ24-001)



REZONING REQUEST
 "M-1" TO "C-2"

LEGAL DESCRIPTION
 SEE ATTACHED EXHIBIT A

Prepared by: Michelle Pezley, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 3.8 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE M-1 LIGHT INDUSTRIAL DISTRICT AND ADDING IT TO THE C-2 COMMERCIAL DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 3.8 acres of property from M-1 Light Industrial District to C-2 Commercial District, more specifically described below; and

WHEREAS, said C-2 Commercial District allows for community commercial that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and public services are available to support development according to the C-2 Commercial District; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

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

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

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

Section 1. That the following described real estate, be and the same is hereby removed from the M-1 Light Industrial District and added to the C-2 Commercial District:

Legal Description

Parcel "F" of Plat of Survey attached to Quit Claim Deed 570 LD 762 of part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

AND

That part of the West Half of the SE ¼ of Section 13, Township 89 North, Range 14 West of the 5th P.M., bounded and described as follows:

Commencing at the point of intersection of the Easterly extension of the center line of 22nd Street and a point distant 50 feet Easterly measured at right angles from the center line of the main track of the Wisconsin, Iowa and Nebraska Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 13; thence Southerly parallel with said original main track center line a distance of 147 feet, more or less to a point distant 147.0 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street, said point being the point of beginning of the parcel of land herein described; thence continuing Southerly parallel with said original main track center line a distance of 367.25 feet, more or less, to a point distant 514.25 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street; thence Westerly parallel with said Easterly extension of the center line of 22nd Street a distance of 75 feet, more or less to a point distant 25 feet Westerly measured at right angles, from said original main track center line: thence Northerly parallel with said original main track center line a distance of 367.25 feet, more or less, to a point distant 147.0 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street; thence Easterly parallel with said center line of 22nd Street, extended, a distance of 75 feet, more or less, to the point of beginning, except that part conveyed for right-of-way to City of Cedar Falls in Doc. #2007-01064.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the intersection of the South line of the Northwest Quarter of the Southeast Quarter of said Section 13 with the East line of the Chicago, Great Western Railroad right-of-way; thence East along the said South line of the Northwest Quarter of the Southeast Quarter, 160 feet; thence North along a line that is parallel with the East line of the Chicago, Great Western Railroad right-of-way, 200 feet; thence West along a line that is parallel with the said South line of the Northwest Quarter of the Southeast Quarter, to the East line of the Chicago, Great Western Railroad right-of-way; thence South along the East line of the Chicago, Great Western Railroad right-of-way, to the place of beginning.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M. Black Hawk County, described as follows:

Beginning at the point of intersection of the East line of the Chicago, Great Western Railroad right-of-way with the North line of said Southwest Quarter of the Southeast Quarter; thence South along the East line of the right-of-way, 145 feet: thence East, parallel with the North line of said Southwest Quarter of the Southeast Quarter, 150 feet; thence South parallel with the East line of said right-of-way, 100 feet; thence East, parallel with the North line of said Southwest Quarter of the Southeast Quarter, to a point 364.6 feet East of the West line of said Southwest Quarter of the Southeast Quarter; thence deflect left 22034' , 639.5 feet, to the North line of said Southwest Quarter of the Southeast Quarter; thence West along said North line, 851.7 feet to the point of

beginning. except that part condemned for the use of State of Iowa and City of Cedar Falls, Iowa in 620 LD 778.

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Daniel Laudick, Mayor

Kim Kerr, CMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: May 20, 2024
SUBJECT: Right-of-Way Vacation Request – Longview Street to Cedar Street Alley

REQUEST: Alley Right-of-Way (ROW) Vacation for a portion of alley between Longview St and Cedar Street (VAC24-001)

PETITIONER: Arthur Hesse

LOCATION: 1,799 sq. ft. of public right-of-way located West of Pine Street, East of Longview Court between Longview Street and Cedar Street.

PROPOSAL

Arthur Hesse requests to vacant the alley that abuts his property at 1307 Longview Street. The undeveloped alley extends from Cedar Street to Longview Street, west of Pine Street, east of Longview Court. The parcel is within the R-2 Zoning District. The proposed vacation will allow Arthur Hesse to own the land where his garage is located and establish a clear title.

BACKGROUND

This portion of the alley right-of-way was conveyed to Black Hawk County in 1940 by C.N. and Anna Bruhn with the recording of Bruhn’s Subdivision No. Two. The City annexed the property in 1971. However, based on old aerial photos, it appears that the alley ROW was never improved or used for access to the abutting properties. In 1993, the City received an application to vacated the portion of the alley that was abutting 2110 Pine Street. The City Council approved the vacation under Ordinance No. 2018. In 1997, Arthur Hesse submitted a building application to add a garage over the alley. Land use and building permits were issued by the City for the garage expansion. It is not clear why the City allowed the construction over the alley at that time.



ANALYSIS

Currently, the petitioner, Mr. Hesse, is using this public property for private use without compensation to the public. Vacating and conveying this property to Mr. Hesse for fair market value would resolve this issue. In addition, it will allow Mr. Hesse to sell his property with a clear title in the future. As required, Mr. Hesse has submitted a plat that legally describes the area to be vacated and an appraisal that indicates what a fair market price would be if the City Council were to decide to vacate and convey this land to a qualified buyer.

In considering a right-of-way vacation, the following factors were analyzed:

- 1. Is the right-of-way needed for public use?
The city has no use for the alley. There are no known public utilities within the unimproved alley. The area to be vacated is not needed for transportation or access.
- 2. Is the right-of-way needed for access to private property?
Vacating this portion of the right-of-way will not impact any future anticipated access to the surrounding property owners. The alley has never been improved to allow vehicular access, nor does the City have any plans to improve the alley right-of-way, since the properties in this block all have direct driveway access from the surrounding local streets.
- 3. Are there any utilities within the right-of-way that will need to be retained?
The City of Cedar Falls and CFU do not have utilities located within the alley. As part of the vacation process, the city will send certified letters to all utility providers to verify that there are no known private utilities in the alley. If any are found, easements may need to be established or the utilities moved prior to any conveyance of the property.

TECHNICAL COMMENTS

The City’s Technical Review Committee does not have any concerns or objections with the proposed right-of-way vacation.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval of the proposed right-of-way vacation.

PLANNING & ZONING COMMISSION

Discussion 4/24/2024	The first item of business was a street vacation for a portion of alley between Longview Street and Cedar Street. Chair Hartley introduced the item and Ms. Pezley provided background information. She explained that the applicant proposes to vacate a portion of an alley that abuts his property. She discussed the three criteria that need to be met for a vacation and noted that all have been met. Staff recommends approval of the vacation.
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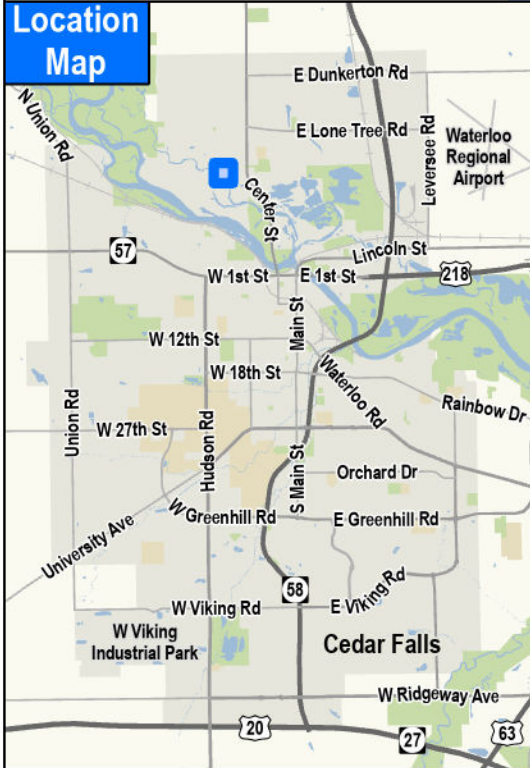
The petitioner stated that he has spoken to the neighbors and has filled out the appropriate paperwork.

Sorensen made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Hartley, Henderson, Johnson, Moser and Sorensen), and 0 nays.

Attachments: Location Map
Right of Way Vacation Exhibit

Cedar Falls Planning and Zoning April 24, 2024

Item 4.



**Alley Vacation for
1307 Longview St.
(VAC24-001)**

For County Recorder's use.

INDEX LEGEND

General Description: Part of NE 1/4 of Sec. 02-T89N-R14W, Cedar Falls
 Surveyor: David L. Scheil (#16775)
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.
 2705 University Avenue (P.O. Box 898)
 Waterloo, Iowa 50704
 (319)235-6294
 Survey Requested By: Arthur J. Hesse
 Proprietor: Arthur J. Hesse

PLAT OF SURVEY

SHEET 1 OF 2

Parcel "B"
 Part of NE 1/4 of Sec. 02-T89N-R14W,
 Cedar Falls, Black Hawk County, Iowa
 Survey for: Arthur J. Hesse
 Proprietor: Arthur J. Hesse

LEGAL DESCRIPTION Parcel "B"

That part of the Northeast Quarter (NE1/4) of Section Two (02), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southwest corner of Lot Fifty-four (54), Bruhn's Subdivision;
 thence N01°24'46"W Fifty-nine and Ninety-one Hundredths (59.91) feet along the West line of said Lot Fifty-four (54) to the Southwest corner of Lot Fifty-three (53), said Subdivision;
 thence N01°24'46"W Sixty (60.00) feet along the West line of said Lot Fifty-three (53) to the Northwest corner of said Lot Fifty-three (53);
 thence S89°13'49"W Fifteen (15.00) feet along the Westerly extension of the North line of said Lot Fifty-three (53) to the Northeast corner of Parcel Described in Land Deed 569, Page 774 in the Black Hawk County Recorder's Office;
 thence S01°24'46"E One Hundred Nineteen and Ninety-three Hundredths (119.93) feet along the West line of said Parcel to the Westerly extension of the South line of aforesaid Lot Fifty-four (54);
 thence N89°11'57"E Fifteen (15.00) feet along said Westerly extension to the point of beginning containing 1799 square feet.

NOTES:

1. The basis of bearings for this Plat of Survey is the West line of Lot 54 assigned a bearing of N01°24'46"W as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.

This Plat or Subdivision has been reviewed by (City of Cedar Falls)

Signature of (City of Cedar Falls)
 Zoning Ordinance Administrator

Date

CES FILE NO. 2837

CERTIFICATION

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

Date of Survey, February 7, 2024

Signature: David L. Scheil, P.L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seat: 2

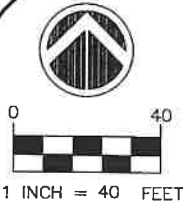
My license renewal date is December 31, 2024

SMC

PLAT OF SURVEY

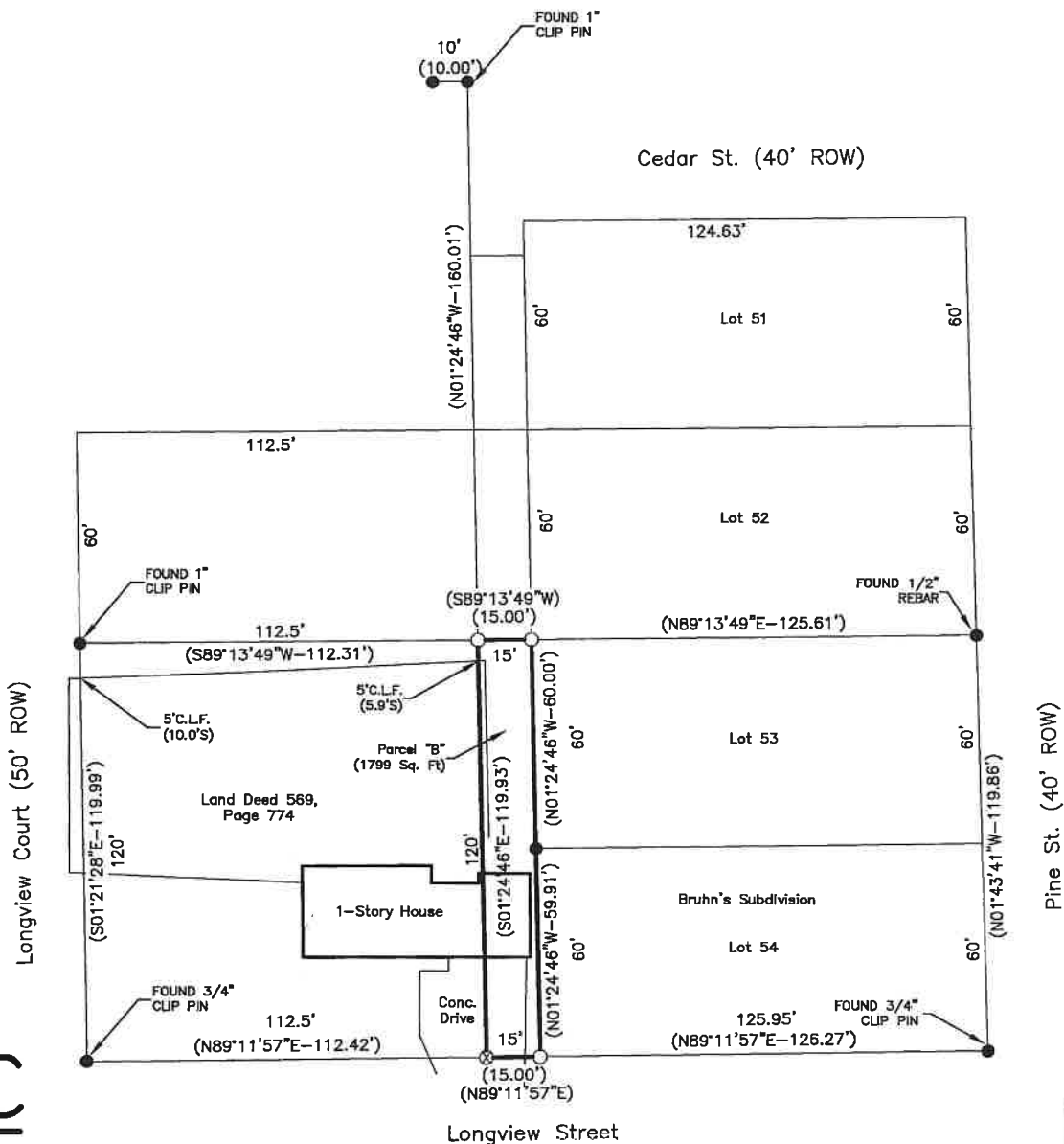
SHEET 2 OF 2

Parcel "B"
Part of NE 1/4 of Sec. 02-T89N-R14W,
Cedar Falls, Black Hawk County, Iowa
Survey for: Arthur J. Hesse
Proprietor: Arthur J. Hesse



SURVEY LEGEND:

- DENOTES FOUND PIN & ORANGE CAP #6505 (UNLESS NOTED OTHERWISE)
- DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- ⊗ DENOTES SET "X" CUT IN CONCRETE
- 000.00 DENOTES RECORD DIMENSION
(000.00) DENOTES FIELD DIMENSION



Prepared by: Michelle Pezley, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF
ALLEY RIGHT-OF-WAY BETWEEN LONGVIEW STREET AND CEDAR STREET, IN THE
CITY OF CEDAR FALLS, IOWA (VAC24-001)**

WHEREAS, the Planning & Zoning Commission has considered a request to vacate 1,799 square feet of public alley right-of-way located between Longview Street and Cedar Street near the intersection of Longview Street and Longview Court; and

WHEREAS, the Commission has determined that there the alley is not needed in the aforementioned location that is not currently used for right-of-way purposes nor will it be used in the future for such purpose; and

WHEREAS, the Commission recommends that it is in the best interest of the City to vacate the subject portion of right-of-way, with the intent to make said area of land available for purchase according to Section 306.23, Iowa Code.

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

SECTION 1. A portion of the public alley right-of-way located between Longview Street and Cedar Street, hereinafter described, is hereby vacated:

THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWO (02), TOWNSHIP EIGHTY-NINE NORTH (89N) RANGE FOURTEEN WEST (14W), OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 54, BRUHN'S SUBDIVISION; THENCE N01°24'46"W 59.91 FEET ALONG THE WEST LINE OF SAID LOT 54 TO THE SOUTHWEST CORNER OF LOT 53, SAID SUBDIVISION; THENCE N01°24'46"W 60 FEET ALONG THE WEST LINE OF

SAID LOT 53 TO THE NORTHWEST CORNER OF SAID LOT 53; THENCE S89°13'49"W 15 FEET ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 53 TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN LAND DEED 569, PAGE 774 IN THE BLACK HAWK COUNTY RECORDER'S OFFICE. THENCE S01°24'46"E 119.93 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF AFORESAID LOT 54; THENCE N89°11'57"E 15 FEET ALONG SAID WESTERLY EXTENSION TO THE POINT OF BEGINNING, CONTAINING 1799 SQUARE FEET.

SECTION 2. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 14, 2024
SUBJECT: Amendment to Code of Ordinances Sec. 1-8

Please find attached proposed amendment to Code of Ordinances Sec. 1-8. The simple misdemeanor fines were adjusted to conform with the Code of Iowa.

This amendment requires a public hearing due to reference to the Code of Iowa. That is why this amendment is being proposed separately.

Please feel free to contact me if you have any questions.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-8, GENERAL PENALTY; PENALTY FOR SCHEDULED VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SIMPLE MISDEMEANOR PENALTIES TO THE CODE OF IOWA.

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

Section 1-8, General Penalty; Penalty for Scheduled Violations, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 1-8, General Penalty; Penalty for Scheduled Violations, is enacted in lieu thereof, as follows:

Sec. 1-8. General penalty; penalty for scheduled violations.

- (a) *General penalty.* The doing of any act prohibited or declared to be unlawful, an offense or a simple misdemeanor by this Code or by any technical code adopted in this Code by reference, or the omission or failure to perform any act or duty required by this Code or by any technical code adopted in this Code by reference, unless another penalty is specified under subsection (b) of this section or elsewhere in this Code, is punishable by a fine of not less than \$~~105.00~~~~65.00~~, but not in excess of \$~~855.00~~~~625.00~~, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment.
- (b) *Scheduled violation.* Where a violation of this Code is a scheduled violation under state law, the penalty for such violation shall be the scheduled fine for such violation under state law.

(Code 2017, § 1-8; Ord. No. 2361, § 1, 12-10-2001; Ord. No. 2693, § 1, 8-10-2009)

State law reference(s)—Maximum penalty prescribed, Iowa Code § 364.3.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 1-8, GENERAL PENALTY; PENALTY FOR SCHEDULED VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SIMPLE MISDEMEANOR PENALTIES TO THE CODE OF IOWA.

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

Section 1-8, General Penalty; Penalty for Scheduled Violations, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 1-8, General Penalty; Penalty for Scheduled Violations, is enacted in lieu thereof, as follows:

Sec. 1-8. General penalty; penalty for scheduled violations.

- (a) General penalty. The doing of any act prohibited or declared to be unlawful, an offense or a simple misdemeanor by this Code or by any technical code adopted in this Code by reference, or the omission or failure to perform any act or duty required by this Code or by any technical code adopted in this Code by reference, unless another penalty is specified under subsection (b) of this section or elsewhere in this Code, is punishable by a fine of not less than \$105.00, but not in excess of \$855.00, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment.
(b) Scheduled violation. Where a violation of this Code is a scheduled violation under state law, the penalty for such violation shall be the scheduled fine for such violation under state law.

(Code 2017, § 1-8; Ord. No. 2361, § 1, 12-10-2001; Ord. No. 2693, § 1, 8-10-2009)

State law reference(s)—Maximum penalty prescribed, Iowa Code § 364.3.

INTRODUCED: May 20, 2024

PASSED 1ST CONSIDERATION:

PASSED 2ND CONSIDERATION:

PASSED 3RD CONSIDERATION:

ADOPTED:

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 13, 2024
SUBJECT: CFU Board of Trustees Pay Adjustment

Please find attached a letter dated March 13, 2024, from Steven Bernard, General Manager/CEO of CFU to Mayor Laudick regarding a proposed ordinance amendment to adjust Board of Trustees pay.

Also attached please find the proposed ordinance amendment. Note that the amendment is slightly different than stated in Mr. Bernard’s letter, but the changes are for clarification purposes only and dates and amounts were not changed from the original request. CFU has approved this version.

Please feel free to contact me if you have any questions.

Thank you.



March 13, 2024

Mayor Danny Laudick
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613

RE: Proposed Amendment to City Code Section 2-451: Compensation for Utility Board of Trustees

Dear Mayor Laudick,

I am writing to respectfully request that City Council consider amending City Code Section 2-451 which addresses our Board of Trustees' compensation. Currently, our Trustees receive \$50 per month per utility, or \$200 per month for their services. These funds are budgeted and paid for out of CFU operating funds, not City of Cedar Falls accounts. As you know, our Trustees invest a great deal of time becoming knowledgeable in the utility business and serving our customers so that we can continue to provide innovative, high-quality services that bring the best value to our community. Our last adjustment to Trustee pay was in August 2012.

Considering that it has been twelve years since we last adjusted the Trustee stipend and given the autonomous responsibility the CFU Board has in governing a large four-service utility with revenues in excess of \$120 million, I am recommending an increase in compensation to \$275 per month. I recommend this to be effective July 1, 2024. To avoid long lapses in reviewing Trustee compensation, I am also requesting implementation of an automatic cost of living adjustment like what is provided for the City Council members in Section 2-47. Section 2-451 currently reads as below, in black. I am recommending the additional language in red.

Sec. 2-451. - Compensation.

Trustees of the board of trustees shall each receive the sum of ~~\$50.00~~ \$68.75 per month as compensation from each of the water, electric, gas and communication utilities, beginning July 1, 2024. Beginning March 1, 2025, an annual salary adjustment shall be awarded equal to the federal consumer price index rate (CPI-U) annual percent change for the prior year that precedes the effective date of the annual salary adjustment. The index used shall be the Consumer Price Index for All Urban Consumers, All items (CPI-U) as published by the U.S. Bureau of Labor Statistics, using the percent change from previous annual average. If the index is negative, no adjustment is made.

I appreciate your time and consideration of this request. If you have other ideas on how we could adjust trustees' compensation, we can certainly discuss this further. I understand that there would need to be three readings for any ordinance changes to take effect.

Kindly let me know if you would like to meet and discuss this further. Thank you.

Sincerely,

Steven E. Bernard
 General Manager/CEO

cc: Ron Gaines, City Administrator

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 2-451, COMPENSATION, OF DIVISION 6, UTILITIES BOARD OF TRUSTEES, OF ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-451, COMPENSATION, FOR THE PURPOSE OF ADJUSTING THE COMPENSATION OF MEMBERS OF THE BOARDS OF TRUSTEES.

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

1. *Section 1.* Section 2-451, Compensation, of Division 6, Utilities Board of Trustees, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-451, Compensation, is enacted in lieu thereof, as follows:

Sec. 2-451. Compensation.

Trustees of the board of trustees shall each receive the sum of ~~\$68.75~~~~\$50.00~~ per month as compensation from each of the water, electric, gas and communication utilities, beginning July 1, 2024. Beginning March 1, 2025, a compensation adjustment shall be awarded equal to the percent change in the federal consumer price index for the prior calendar year that precedes the effective date of the adjustment, to be applied monthly for the ensuing year. The index used shall be the Historical Consumer Price Index for All Urban Consumers, (CPI-U) U.S. city average, All items – December annual average percent change from the previous year as published by the U.S. Bureau of Labor Statistics. If the percent change is negative, no adjustment shall be awarded.

(Code 2017, § 2-300; Ord. No. 2773, § 1, 7-23-2012)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3058

AN ORDINANCE REPEALING SECTION 2-451, COMPENSATION, OF DIVISION 6, UTILITIES BOARD OF TRUSTEES, OF ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-451, COMPENSATION, FOR THE PURPOSE OF ADJUSTING THE COMPENSATION OF MEMBERS OF THE BOARDS OF TRUSTEES.

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

1. *Section 1.* Section 2-451, Compensation, of Division 6, Utilities Board of Trustees, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-451, Compensation, is enacted in lieu thereof, as follows:

Sec. 2-451. Compensation.

Trustees of the board of trustees shall each receive the sum of \$68.75 per month as compensation from each of the water, electric, gas and communication utilities, beginning July 1, 2024. Beginning March 1, 2025, a compensation adjustment shall be awarded equal to the percent change in the federal consumer price index for the prior calendar year that precedes the effective date of the adjustment, to be applied monthly for the ensuing year. The index used shall be the Historical Consumer Price Index for All Urban Consumers, (CPI-U) U.S. city average, All items – December annual average percent change from the previous year as published by the U.S. Bureau of Labor Statistics. If the percent change is negative, no adjustment shall be awarded.

(Code 2017, § 2-300; Ord. No. 2773, § 1, 7-23-2012)

INTRODUCED: _____ April 15, 2024

PASSED 1ST CONSIDERATION: _____ April 15, 2024

PASSED 2ND CONSIDERATION: _____ May 6, 2024

PASSED 3RD CONSIDERATION: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

May 6, 2024

The meeting of the Committee of the Whole met at City Hall at 6:00 p.m. on May 6, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman, and Kelly Dunn. Absent: Gil Schultz. Staff members from various City Departments and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the first item on the Committee of the Whole Agenda, Cedar Falls Economic Development Corporation (CFEDC) Update with Jim Brown, CFEDC Executive Director Jim Brown. Brown gave an update that included future growth, continuation of stakeholder communication, business engagement opportunities, and housing initiatives. Councilmembers discussed housing initiatives, lot costs, City development improvement processes, and the CFEDC contract with the city.

Mayor Laudick introduced the second item on the Committee of the Whole Agenda, Council conflict of interest form. Human Resources Manager Bailey Schindel provided an overview of the importance of the conflict of interest form for elected officials and the revisions requested by Council. Councilmembers discussed potential conflicts of interests that may arise, generated income, review of other cities' forms, Code of Iowa Sections 68B.2A and 362.5, Boards and Commissions, and recommended simplifying section 2 (employment). City Attorney Rogers stated legally they can't make anyone complete the conflict of interest form, but it is recommended for disclosure to the public about any potential conflicts. Councilmembers directed staff to bring a finalized conflict of interest form to an upcoming Council meeting. Ayes: Dunn, Crisman, Latta, Hawbaker. Nays: Ganfield, Kruse.

The meeting adjourned at 6:30 p.m.

Minutes by Shianne Bellinger, Administrative Assistant




MAYOR DANNY LAUDICK

CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Danny Laudick 

DATE: May 20, 2024

SUBJECT: Appointment of Human Rights Commissioner

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

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby recommend appointment of the following member of the Human Rights Commission:
 - Stephanie Daniels – Remainder of Term ending 07/01/2026
2. Please contact me with any questions about this appointment.

Encl: Application and Candidate Questionnaire for Stephanie Daniels.

xc: City Administrator
Director, Finance and Business Operations
Staff Liaison

###

Potential Conflicts of Interest: *

Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

None

HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE

Name: Stephanie Daniels

Date: 02/28/2024



Can you regularly attend commission meetings on the 2nd Monday of the month at 6pm at the Public Safety Center? Yes
 No

1. Why are human rights and civil rights laws and regulations necessary?

These laws and regulations set the standard for a fair playing field for all. Just the presence of them, shows the world that we all err, but we are taking the steps to make sure every person has the chance to thrive. No matter who you are we are trying to give each person the chance to chase their dreams without fear of persecution or discrimination.

2. What unique contributions or perspective can you bring to the Human Rights Commission?

With a background in financial planning and wealth management, I offer a unique perspective that highlights the crossroads of human rights and socio-economic factors. I believe that economic empowerment and access to resources are essential components of human rights, and I am committed to advocating for policies that address systemic inequalities and promote economic fairness. Additionally, my experience in stock investing has honed my analytical skills and ability to assess complex issues, which I can apply to understanding and addressing human rights challenges effectively. Overall, I am eager to contribute my expertise, empathy, and determination to the Human Rights Commission to advance its mission of creating a more just and equitable world for everyone.

3. What experience do you have with diverse community groups and diversity/inclusion education?

Professionally, I've worked closely with clients from various backgrounds, including different ethnicities, cultures, genders, sexual orientations, and socio-economic status. Through these interactions, I've gained valuable insights into the challenges and perspectives of individuals from diverse communities. Additionally, I've actively sought out opportunities to educate myself on diversity and inclusion topics and focused on fostering inclusive environment and addressing systemic inequalities where I see them. Outside of work, I've volunteered with community organizations that promote diversity and inclusion, such as advocacy groups, cultural associations, and LGBTQ+ support networks. These experiences have deepened my understanding of the importance of diversity and inclusion and have equipped me with the skills to effectively engage with and support diverse communities in meaningful ways.

4. What suggestions/ideas would you offer to improve advocacy, education, and outreach efforts of the Human Rights Commission?

Enhance online presence through social media platforms, a user-friendly website, and digital communication tools to disseminate information, share resources, and facilitate dialogue on human rights issues. Utilizing multimedia content such as videos, infographics, and podcasts can help make complex topics more accessible and engaging to a wider audience.

5. What resources and activities would you employ to be an informed Human Rights Commissioner?

Engaging directly with diverse communities to grasp their needs and concerns. Seeking counsel from legal experts, academics, and practitioners specializing in key human rights areas like gender equality, racial justice, disability rights, and LGBTQ+ rights. Cultivating relationships with fellow commissioners, activists, and community leaders to share insights, resources, and collaborate on initiatives advancing human rights objectives.

6. Why are you interested in serving on the Human Rights Commission?

I'm excited about the prospect of serving on the Human Rights Commission. I am passionate about fairness and equality for everyone. For me, it's all about ensuring that every individual feels valued and respected, regardless of who they are or where they come from. Being part of the Commission means I can actively contribute to making our community a more welcoming and inclusive place where everyone's rights are upheld. I can't wait to bring my energy, empathy, and commitment to the table, working alongside others who share the same dedication to creating positive change.

Please send this completed Candidate Questionnaire by the published deadline to:
City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126,
or e-mail to boards@cedarfalls.com. You will be notified shortly if selected as a Finalist for the appointment



DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: May 8, 2024
SUBJECT: Art and Culture Board Bylaws Updates

Attached please find updated Art and Culture Board Bylaws.

One document is red-lined so you can easily see recent updates. Items already covered in the City ordinance were removed. Changes were made to update correct process for posting agendas and financial records, shift HR functions to city staff, and remove inactive standing committees.

These changes were discussed and approved by the Art & Culture Board in August 2023.

Cc: Stephanie Houk Sheetz, Community Development Director

BYLAWS - Cedar Falls Art and Culture Board
Full tracked changes version

BYLAWS

Cedar Falls Art and Culture Board

The Cedar Falls Art & Culture Board was established in ~~the City of Cedar Falls, Iowa, February 1987~~ (Ordinance 1827); ~~and exists as the policy-making and advisory body that works with staff and the Cedar Falls City Council governs the City's to develop and~~ Cultural Division and operation of the James and Meryl Hearst Center for the Arts ~~to~~ provide a high quality, multi-faceted art and culture program for the citizens of Cedar Falls.

Article I: Composition of the Board

A. **Appointment:** Pursuant to ~~Ordinance 1827, the Cedar Falls Art and Culture Board shall be~~ Article III, Section 17.:

- ~~1). Composed of seven (7) members;~~
- ~~2). Residents of the City of Cedar Falls;~~
- ~~3). Appointed by the Mayor; and~~
- ~~4). Approved by the City Council.~~

B. **Term of Office:** Pursuant to Article III, Section 17. Ordinance 2128, the term of office for members shall be
~~1). Four (4) years, except appointments to fill vacancies for an unexpired term of any Board member; and~~
~~2). Terms are four years in length and begin on July 1 of the initial year and end on the last day of June of the fourth year in office.~~ Terms begin July 1 of the initial year and end on the last day of June of the fourth year in office.

C. **Compensation:** ~~All members of the Board shall serve without compensation except for their~~ Pursuant to Article III, Section 17 Reimbursement of actual expenses for pre-approved travel to a conference on behalf of the City/division may occur, ~~which shall be subject to the approval of the City Council.~~

D. **Absence from Board Meetings or Board Vacancies:** Pursuant to Article III, Section 17. Board members leaving residence in the city or absent from three (3) consecutive ~~(require/request code change to remove "consecutive")~~
~~meetings of the board in a fiscal year without due explanation, shall may be asked to surrender their position on the Board. The Mayor shall then fill the vacant position for the remainder of the term with City Council approval.~~

E. **Ex Officio Members:** The Director of Community Development, the ~~Visitors &~~ Tourism ~~&~~ Cultural Programs Manager, and the Cultural Programs Supervisor for the City of Cedar Falls shall each serve as ex officio members of the Board, without voting privileges. Other individuals, such as the President of Friends of the Hearst and the Chair of the Public Art Committee may be invited to participate at the Board's discretion.

Article II: Officers

The **Executive Officers** shall consist of a President, Vice-President, Treasurer, and Secretary

A. The **President** shall:

- 1) Preside at all meetings of the Board;
- 2) Prepares board meeting agendas and sends them to the Cultural Programs Supervisor within one week of meeting date;
- 3) Appoint committee members and committee chairs;
- 4) Appoint ad hoc committees as necessary;
- 5) Appoint a Nominating Committee for officers ~~at least three months prior to the June meetings as outlined in Article II.E;~~

BYLAWS - Cedar Falls Art and Culture Board
Full tracked changes version

- ~~5) Execute any deeds, leases, agreements, or contracts as authorized by the Board; and shall~~
6) Perform such duties as may from time to time be required.

B. The **Vice-President** shall perform the duties of the President in their absence.

C. The **Treasurer** shall, for Art & Culture Board Funds:

- 1) Keep financial accounts of the Board;
- 2) Receive and disperse payments on behalf of the Cedar Falls Art and Culture Board;
- ~~3) Co-sign all deeds, leases, agreements and contracts, as needed;~~
- ~~4) Prepare detailed monthly financial records for review at Board meetings;~~
- ~~5) Meet with the Executive Committee at least once each year; and~~
- ~~6) Annually submit financial records on all Art & Culture Board Funds to the city's Finance Manager Division for inclusion in the City's annual audit.~~
- 6) Ensure all funds are invested in accordance with Iowa Code Chapter 12.

D. The **Secretary** shall:

- 1) Take notes at Board meetings, and
- 2) Send notes to Cultural Programs Supervisor for review and formatting as Meeting Minutes.

D. The **Officers of the Board** shall:

- 1) Be elected by a majority of the Board at the regular Board meeting in June; and
- 2) Hold office from July 1 of that year through June 30 of the following year.

E. In the event a **vacancy** occurs among board officers during the year:

- 1) The Cultural Programs Supervisor and the ~~Visitors & Tourism~~ & Cultural Programs Manager shall pursue the process outlined in the Boards and Commissions Appointment Process document.

F. **Nominating Committee**

At least three months prior to the June meeting, the President will appoint a Nominating Committee of three (3) members. The Nominating Committee will:

- 1) Prepare a **Slate of Officers** for the upcoming year and present this slate at the June meeting each year; and
- 2) Call for **nominations from the floor** and conduct the **vote** according to Robert's Rules of Order.

G. The **Cultural Programs Supervisor** or a designee will:

- 1) ~~Work with the City Clerk to keep~~ a public record of the agenda and minutes of the meetings of the ~~Cedar Falls~~ Art & Culture Board;
- 2) Maintain a complete file of all meetings, correspondence, and business of the Board;
- 3) Be responsible for any notices to be distributed to or by the Board, working with the City Clerk accordingly;
- 4) Have custody of all the books, records and documents of the Board, working with the City Treasurer accordingly; and
- 5) Forward copies of all minutes and formal correspondence to the Director of Community Development and the ~~Visitors & Tourism~~ & Cultural Programs Manager.

Article III: Meetings

Meetings of the Board and its committees and all related records are open to the public and are conducted in compliance with the State of Iowa's Open Meeting Laws:

BYLAWS - Cedar Falls Art and Culture Board
Full tracked changes version

- A. Notice of all meetings and meeting agendas shall be given per the Iowa Code Section 21 Official Meetings Open to the Public. will be posted at City Hall by the The Cultural Programs Supervisor will work with the City Clerk to complete this as required at least 24 hours in advance of the start of the meeting.
- B. Meetings of the Cedar Falls Art & Culture Board shall be held each month, as needed. A quorum for conducting a meeting shall consist of minimum number of four (4) or more Board members, are required to conduct business at meetings unless otherwise provided by State or local proclamation.
- C. Proxy votes or votes by email will not be honored at any time.
- ~~C.D.~~ Meetings will be set by the Board will agree on a regular meeting day and time at the beginning of each fiscal year; however the schedule may be modified as needed.
- ~~D.~~ Special meetings may be called by the President or by a majority of the Board during a regularly scheduled meeting, for the transaction of business as stated in the notice of special meeting.
- E. ~~1). One week~~ Three days prior to the date of each meeting, Board members will be emailed a link to copies of the:
 - a) Meeting Agenda;
 - b) Minutes of the Previous Meeting;
 - c) Cultural Division's Monthly Report to the City Council;
 - d) Financial Reports of the Art & Culture Board Fund, if available; and
 - e) Correspondence, data, and background information related to items on the agenda.

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Article IV: Committees

There shall be committees of the Cedar Falls Art and Culture Board. The purpose of **Standing Committees** shall be to serve as consultation and planning groups for the Board and the Cultural Programs Supervisor. **Committee Chairs** are appointed by the President of the Board in August of each year.

- A. The **Executive Committee** shall consist of the President, the Vice-President, and the Treasurer:
 - 1) The Executive Committee is empowered to act for the Board in emergency or special situations when it is impossible to obtain a quorum of the Board in time to react to the situation.
 - 2) In the event that a quorum (four members) cannot be obtained for a regular meeting, the Executive Committee is empowered to act for the Board if at least two Executive Committee members are present. (Needs attorney review)
 - 3) In this event, the Executive Committee must report its actions to the Board at the next meeting.

~~B. The **Building and Grounds Committee** will:~~

- ~~1). Review and advise on the condition of the physical plant and properties of the James and Meryl Hearst Center for the Arts, and~~
- ~~2). Recommend and promote maintenance, improvements, and capital developments.~~

~~C. The **Finance, Planning, and Development Committee** will:~~

- ~~1). Review and advise on the financial condition of the Cultural Programs division and further develop financial resources to assure that adequate resources are available to provide the community with a high quality cultural programming; and~~

BYLAWS - Cedar Falls Art and Culture Board
Full tracked changes version

~~2). Will be composed of members from the Cedar Falls Art & Culture Board and Friends of the Hearst Board. This committee will help prepare and propose the annual operating budget, advise on and review its implementation, and will recommend and promote Cultural Programs division financial programs and policies.~~

- B. The ~~Collections and Exhibitions~~ Committee will:
 - 1) Advise on the review and implementation of the Collection Management Plan;
 - ~~2) Contribute to exhibition review and planning;~~
 - 3) Recommend accessions for the collection; and
 - 4) Will make policy recommendations to the Board regarding the Collections Management Plan.

~~E. The Education Committee will:~~

- ~~1). Review and advise on educational program direction and implementation of educational services; and~~
- ~~2). Occasionally review, evaluate, and make recommendations to the Board regarding program policies.~~

~~This committee's mission is to "enhance the Hearst Center's educational impact on the community."~~

- C. ~~F~~The **Public Art Committee** will be comprised of ~~at least~~no more than eleven (11) members chosen from the Cedar Falls Art ~~_____~~ and ~~_____~~Culture Board and members of the community. This committee will:
 - 1) Make recommendations to the Board in regard to building a collection of public art and the ~~_____~~ purchase or ~~_____~~ commission of individual works of art; and
 - 2) Promote community awareness of and involvement in enhancing public spaces with art.

D. ~~G~~These committees shall also perform such other functions as may be required by the Board.

~~E. H~~The President of the Board shall appoint such **temporary committees and Committee Chairs** (Ad Hoc) as deemed necessary. ~~_____~~ (e.g. Membership, Development, Education, Building & Grounds). Members of Ad Hoc Committees shall be chosen from the Cedar Falls Art and Culture Board and members of the community. Committee members and committee chairs will be appointed by the President of the Board with exception of the Executive Committee, which is covered by these bylaws. Such ad hoc or special committees shall follow all rules and regulations of the board and shall report to the board any recommendations for action.

~~E.F. I~~Committee Members and Committee Chairs will be appointed by the President of the Board, with exception of _____ the Executive Committee, which is covered by these bylaws.

~~F.G. J~~Committee Chairs shall contact committee members and arrange meetings to conduct committee-related _____ business and ensure meeting notes are taken.

~~G.H. K~~The Community Development Director, the ~~Visitors & Tourism~~ & Cultural Programs Manager, and the Cultural Programs Supervisor are **ex officio members** of all committees.

Article VI: Personnel

- A. ~~The Cultural Programs Supervisor shall:~~
 - ~~1). Serve as Supervisor of the James & Meryl Hearst Center for the Arts;~~
 - ~~2). Execute such policies and orders as may be prescribed by the Cedar Falls Art and Culture Board that are allowed per City Council goals and objectives; and~~
 - ~~3). Has immediate supervision of the personnel of the Hearst Center in compliance with:~~
 - ~~a). The City's Personnel Policies and Procedures; and~~
 - ~~b). Subject to such rules and regulations as may be prescribed by the Board.~~

BYLAWS - Cedar Falls Art and Culture Board
Full tracked changes version

~~B. Should there be a need to hire a Cultural Programs Supervisor, the Cedar Falls Art & Culture Board shall participate in the interview process as detected by the Director of Community Development and the Manager of Visitors & Tourism/Cultural Programs Division.~~

~~C. The Cedar Falls Art & Culture Board and the Visitors & Tourism/Cultural Programs Manager shall: ———
1). Jointly evaluate the performance of the Cultural Programs Supervisor on a yearly basis; and
2). The Board may recommend to the Visitors & Tourism/Cultural Programs Manager that the Cultural Programs Supervisor be dismissed for cause, incompetence, inattention to duties, or failure to provide satisfactory program leadership following a vote of two thirds (2/3) of the Board and in compliance with the City's Personnel Policy and Procedures.~~

Article VI: Review of Bylaws

- A. The Cedar Falls Art & Culture Board will review its organization and bylaws on an annual regular basis.
- B. In the event of a deficiency in those bylaws, any Board member can propose changes, additions, or deletions at any time.
- C. After being reviewed and accepted by a two-thirds (2/3) vote of the Board, amendments to the bylaws will be recommended to the City Council for their approval in effect.

History:

First Revision of the Bylaws; Approved: August 1991
 Second Revision Approved: September 1997
 Third Revision: Approved by the Cedar Falls City Council: March 25, 2006
 Fourth Revision: Approved by the Cedar Falls City Council: March 3, 2012
Fifth Revision: Approved by the Art & Culture Board: _____, 2023
Sixth Revision:

BYLAWS

Cedar Falls Art and Culture Board

The Cedar Falls Art & Culture Board was established in February 1987 (Ordinance 1827) and exists as the policy-making and advisory body that works with staff and the Cedar Falls City Council to develop and provide a high quality, multi-faceted art and culture program for the citizens of Cedar Falls.

Article I: Composition of the Board

- A. **Appointment:** Pursuant to [Article III, Section 17](#).
- B. **Term of Office:** Pursuant to [Article III, Section 17](#). Terms begin July 1 of the initial year and end on the last day of June of the fourth year in office.
- C. **Compensation:** Pursuant to [Article III, Section 17](#). Reimbursement of actual expenses for pre-approved travel to a conference on behalf of the City/division may occur.
- D. **Absence from Board Meetings or Vacancies:** [Pursuant to Article III, Section 17](#).
- E. **Ex Officio Members:** The Director of Community Development, the Tourism & Cultural Programs Manager, and the Cultural Programs Supervisor for the City of Cedar Falls shall each serve as ex officio members of the Board, without voting privileges. Other individuals, such as the President of Friends of the Hearst and the Chair of the Public Art Committee may be invited to participate at the Board's discretion.

Article II: Officers

The **Executive Officers** shall consist of a President, Vice-President, Treasurer, and Secretary

- A. The **President** shall:
 - 1) Preside at all meetings of the Board;
 - 2) Prepares board meeting agendas and sends them to the Cultural Programs Supervisor within one week of meeting date;
 - 3) Appoint committee members and committee chairs;
 - 4) Appoint ad hoc committees as necessary;
 - 5) Appoint a Nominating Committee for officers as outlined in Article II.F; and
 - 6) Perform such duties as may from time to time be required.
- B. The **Vice-President** shall perform the duties of the President in their absence.
- C. The **Treasurer** shall, for Art & Culture Board Funds:
 - 1) Keep financial accounts of the Board;
 - 2) Receive and disperse payments on behalf of the Cedar Falls Art and Culture Board;
 - 3) Prepare detailed monthly financial records for review at Board meetings;
 - 4) Meet with the Executive Committee at least once each year; and
 - 5) Annually submit financial records on all Art & Culture Board Funds to the city's Finance Division for inclusion in the City's annual audit; and
 - 6) Ensure all funds are invested in accordance with Iowa Code Chapter 12.

BYLAWS - Cedar Falls Art and Culture Board
8/16/23

- D. The **Secretary** shall:
- 1) Take notes at Board meetings; and
 - 2) Send notes to Cultural Programs Supervisor for review and formatting as Meeting Minutes.
- E. The **Officers of the Board** shall:
- 1) Be elected by a majority of the Board at the regular Board meeting in June; and
 - 2) Hold office from July 1 of that year through June 30 of the following year.
- F. In the event a vacancy occurs among board officers during the year:
- 1) The Cultural Programs Supervisor and the Tourism & Cultural Programs Manager shall pursue the process outlined in the Boards and Commissions Appointment Process document.
- G. **Nominating Committee**
At least three months prior to the June meeting, the President will appoint a Nominating Committee of three (3) members. The Nominating Committee will:
- 1) Prepare a Slate of Officers for the upcoming year and present this slate at the June meeting each year; and
 - 2) Call for nominations from the floor and conduct the vote according to Robert's Rules of Order.
- H. The **Cultural Programs Supervisor** or a designee will:
- 1) Work with the City Clerk to keep a public record of the agenda and minutes of the meetings of the Art & Culture Board;
 - 2) Maintain a complete file of all meetings, correspondence, and business of the Board;
 - 3) Be responsible for any notices to be distributed to or by the Board, working with the City Clerk accordingly;
 - 4) Have custody of all the books, records and documents of the Board, working with the City Treasurer accordingly; and
 - 5) Forward copies of all minutes and formal correspondence to the Director of Community Development and the Tourism & Cultural Programs Manager.

Article III: Meetings

Meetings of the Board and its committees and all related records are open to the public and are conducted in compliance with the State of Iowa's Open Meeting Laws.

- A. Notice of all meetings and meeting agendas shall be given per the Iowa Code Section 21 Official Meetings Open to the Public. The Cultural Programs Supervisor will work with the City Clerk to complete this as required.
- B. Meetings of the Cedar Falls Art & Culture Board shall be held each month, as needed. A quorum for conducting a meeting shall consist of four (4) or more Board members, unless otherwise provided by State or local proclamation.
- C. Proxy votes or votes by email will not be honored at any time.
- D. Meetings will be set by the Board on a regular day and time at the beginning of each fiscal year; however the schedule may be modified as needed.

BYLAWS - Cedar Falls Art and Culture Board
8/16/23

- E. Special meetings may be called by the President at any time, or by a majority of the Board during a regularly scheduled meeting. An agenda must be published pursuant to Article III A. Three days prior to the date of the special meeting, Board members will be emailed a link to copies of the:
- a) Meeting Agenda;
 - b) Minutes of the previous meeting;
 - d) Financial Reports of the Art & Culture Board Fund, if available; and
 - e) Correspondence, data, and background information related to items on the agenda.

Article IV: Committees

There shall be committees of the Cedar Falls Art and Culture Board. The purpose of Standing Committees shall be to serve as consultation and planning groups for the Board and the Cultural Programs Supervisor. Committee Chairs are appointed by the President of the Board in August of each year.

- A. The **Collections Committee** will:
- 1) Advise on the review and implementation of the Collection Management Plan;
 - 2) Recommend accessions for the collection; and
 - 3) Will make policy recommendations to the Board regarding the Collections Management Plan.
- B. The **Public Art Committee** will be comprised of no more than eleven (11) members chosen from the Cedar Falls Art and Culture Board and members of the community. This committee will:
- 1) Make recommendations to the Board in regard to building a collection of public art and the purchase or commission of individual works of art; and
 - 2) Promote community awareness of and involvement in enhancing public spaces with art.
- C. These committees shall also perform such other functions as may be required by the Board.
- D. The President of the Board shall appoint such **temporary committees (Ad Hoc)** as deemed necessary. (e.g. Membership, Development, Education, Building & Grounds). Members of Ad Hoc Committees shall be chosen from the Cedar Falls Art and Culture Board and can include members of the community. Committee members and committee chairs will be appointed by the President of the Board. Such ad hoc or special committees shall follow all rules and regulations of the board and shall report to the board any recommendations for action.
- E. **Committee Chairs** shall contact committee members and arrange meetings to conduct committee-related business and ensure meeting notes are taken.
- F. The Community Development Director, the Tourism & Cultural Programs Manager, and the Cultural Programs Supervisor are **ex officio members** of all committees.

Article V: Review of Bylaws

- A. The Cedar Falls Art & Culture Board will review its organization and bylaws on an regular basis.
- B. In the event of a deficiency in those bylaws, any Board member can propose changes, additions, or deletions at any time.

BYLAWS - Cedar Falls Art and Culture Board
8/16/23

- C. After being reviewed and accepted by a two-thirds (2/3) vote of the Board, amendments to the bylaws will be in effect.

History:

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Fifth Revision: Approved by the Art & Culture Board: August 30, 2023



DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: May 8, 2024
SUBJECT: Tourism Board Bylaws Updates

Attached please find changes to the Tourism Board Bylaws.

One copy is red-lined so you can easily see updates. Most of the changes were made to update the division name to Tourism, removing the Visitors wording.

Another change is reducing the number of board members from nine to seven. This board has struggled to meet the quorum requirements and recruit the needed number of board members. The final change shifts HR functions of hiring and evaluations to city staff.

These changes were discussed and approved unanimously by the Tourism Board in February 2024.

Cc: Stephanie Houk Sheetz, Community Development Director

BY-LAWS OF THE CEDAR FALLS ~~VISITORS &~~ TOURISM BOARD

ARTICLE I. Name

The Cedar Falls ~~Visitors and~~ Tourism Board is the policy-making and advisory body that works with staff and the Cedar Falls City Council to promote the community as a destination for visitors.

ARTICLE II. Mission

The mission of the Board is to foster, promote, market, and service our community as a quality destination.

ARTICLE III. Powers and Duties

The powers and duties of the ~~Visitors &~~ Tourism Board are provided for in Section 17-305 of the Cedar Falls Code of Ordinances, and are as follows:

- Section 1 To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All by-laws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.

- Section 2 To develop and provide visitors and tourism programs for visitors to the city based on the level of financial support provided by the city council and other entities.

- Section 3 To enhance the economic development of the city by promoting Cedar Falls as a visitors destination and as a viable setting to hold meetings, conventions, special events and community attractions.

- Section 4 To determine the operations and programming policy for ~~visitors and~~ tourism events, which will be administered by the department of community development through the manager of the ~~visitors and~~ tourism/cultural programs divisions.

- Section 5 To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the use of hotel/motel tax proceeds to support ~~visitors and~~ tourism services.

- Section 6 Recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process.

- Section 7 Recommend to the city council for its approval guidelines and policies related to grant application processes, procedures and authorizations.

- Section 8 Recommend to the city council expenditures by the Community Development Department on behalf of the city and board in conformance with the board's program policies.

ARTICLE IV. ~~Visitors and~~ Tourism Board

Section 1 Membership of the board; appointment of members.

- a) The Cedar Falls ~~Visitors and~~ Tourism Board shall be composed of seven members.
- b) The members shall be qualified by general knowledge or experience in matters related to ~~visitors and~~ tourism programs.
- c) Members shall not hold any elective position in the city.
- d) The members shall be appointed by the mayor, subject to approval of the city council.
- e) An effort shall be made to appoint members to the board who represent various segments of the hospitality industry, including festivals, special events, attractions, lodging, dining, the University of Northern Iowa, Cedar Falls businesses, and the community at-large while making a good faith effort to maintain gender equity as required by Iowa Code.

Section 2 Term of office of board members.

The term of office of the members of the ~~Visitors and~~ Tourism Board shall be three (3) years. Appointment to fill vacancies shall be for the unexpired term of any board member.

Section 3 Compensation of members of the board.

All members of the ~~Visitors and~~ Tourism Board shall serve without compensation, except for pre-approved actual expenses (for example, traveling to a conference on behalf of the division), which shall be subject to the approval of the city council.

Section 4 Absence of members from board meetings.

Members of the ~~Visitors and~~ Tourism Board absent from three consecutive meetings of the board or five meetings within one year, except in the case of sickness or temporary absence from the city, without due explanation of absence, shall surrender their office. ~~three (3) meetings of the board in a fiscal year, may be asked to surrender their office.~~ The mayor shall then fill the vacant position, with city council approval.

Section 5 Ex Officio Members.

- a) The Director of Community Development shall serve as an Ex Officio member as provided in Section 17-304 of the Cedar Falls Code of Ordinances.
- b) Experience Waterloo shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls ~~Visitors and~~ Tourism Board.

- c) Cedar Falls Community Main Street shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls ~~Visitors and~~ Tourism Board.
- d) Grow Cedar Valley shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls ~~Visitors and~~ Tourism Board.
- e) Cedar Valley Sports Commission shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls ~~Visitors and~~ Tourism Board.
- f) College Hill Partnership shall be invited to appoint a representative of its organization to serve as an Ex Officio member of the Cedar Falls ~~Visitors and~~ Tourism Board.
- g) Except for the Community Development Director, Ex Officio representatives shall be appointed by their respective organizations in June with terms commencing the following July 1, and continuing until their successors are appointed by their respective organizations. Ex Officio members shall serve on the ~~Visitors and~~ Tourism Board without voting privileges.

Section 6 Officers

- a) The officers of the board shall consist of a Chairperson, a Chairperson-Elect, and a Past-Chair, all of whom shall be elected at the June meeting, with their term of office commencing the following July 1, and continuing for one (1) year. A nominating committee consisting of two (2) members not currently holding office shall be appointed by the Chair at the April meeting. The Committee shall report the names of its nominees at the May meeting.
- b) The Chairperson shall preside at all meetings of the board, work closely with ~~bureau-tourism~~ staff, be a public spokesperson for the board and generally perform all duties associated with that office. The Chairperson shall serve on the Executive Committee. The Chairperson is encouraged to serve two consecutive terms.
- c) In the event of the absence or disability of the Chairperson, or of a vacancy in that office, the Chairperson-Elect shall assume and perform the duties and functions of the Chairperson. The Chairperson-Elect shall serve on the Executive Committee.
- d) The Past-Chairperson shall serve as Chairperson in the absence of both the Chairperson and Chairperson-Elect. The Past-Chairperson shall also serve on the Executive Committee.
- e) The Manager of the ~~Visitors and~~ Tourism/Cultural Programs Division or his/her designee shall be responsible for recording minutes of all meetings.

ARTICLE V. Meetings

Section 1 Regular meetings of the Board shall be held monthly provided there is business to be transacted.

Section 2 Special meetings may be called by the Chairperson or at the request of four board members, for the transaction of business as stated in the notice of the special meeting. All members shall be notified in writing of such meetings in accordance with Section 7 of this Article. The conduct of special meetings shall follow all regular meeting requirements.

- Section 3 A quorum for the transaction of business at any meeting of the board shall consist of four (4) or more voting members of the Board, present in person, unless otherwise provided by State or local proclamation. Voting by proxy shall not be allowed.
- Section 4 Unless otherwise specified by law or these by-laws, motions may be passed by simple majority vote of the quorum.
- Section 5 Except as otherwise provided for in these By-laws, proceedings of all meetings shall be governed by “Robert’s Rules of Order, Revised Edition”.
- Section 6 A record of all board meetings and committee meetings will be kept in standard format and filed with the Division Manager. Agendas and Minutes of the Board meetings shall be submitted to the Cedar Falls City Clerk to maintain public records of the Board.
- Section 7 Notice of and agenda for each Board meeting shall be given per the Iowa Code Section 20 Official Meetings Open to the Public. Notice of and agenda for each regular meeting of the Board, shall be emailed to each board member at least three (3) days in advance of the date of the meeting.
- Section 8 All meetings shall be open to the public and notice thereof shall be posted as required by Iowa Code, including at City Hall and on the electronic City Calendar.

ARTICLE VI. Committees

There shall be one standing committee and Ad Hoc or Special Committees as needed. Committees shall make recommendations to the Board for action but shall not take action themselves, except as specifically authorized by the Board.

Section 1 Executive Committee

The Chairperson of the Board shall also serve as chairperson of the Executive Committee. The Executive Committee shall be comprised of the Chairperson, Chairperson-Elect and Past-Chairperson. The Executive Committee may make recommendations for action by the full Board.

Section 2 Ad Hoc or Special Committees.

a) The board shall have the authority to establish such ad hoc or special committees as it deems necessary from time to time. These committees may be composed of persons who are not on the board, but committees shall be comprised of at least one member of the board. Such ad hoc or special committees shall follow all rules and regulations of the board and shall report to the board any recommendations for action.

ARTICLE VII. Review of By-Laws

Any changes to the by-laws shall require a majority vote of the entire voting membership of the board.

Recommended: 09/19/01
Approved by Cedar Falls Tourism and Visitors Bureau Board: 10/17/01
Approved by Cedar Falls City Council: 10/22/01
Revisions Recommended: 06/19/02
Revisions Recommended: 06/14/05
Approved by Cedar Falls Tourism and Visitors Bureau Board: 06/22/05
Revisions Recommended: 03/09/06
Approved by Cedar Falls Tourism and Visitors Bureau Board: 03/22/06
Approved by Cedar Falls City Council: 03/27/06
Approved by Cedar Falls Tourism and Visitors Bureau Board: 12/15/10
Approved by Cedar Falls City Council: 03/14/11
Revisions Recommended: 07/17/14
Approved by Cedar Falls Tourism and Visitors Bureau Board: 09/17/14
Approved by Cedar Falls City Council: 10/06/14
Revisions Recommended: 10/19/2022
Approved by Cedar Falls Tourism & Visitors Bureau Board: 11/16/2022
Revisions Recommended: 02/21/2024
Approved by Cedar Falls Tourism Board: 2/21/2024

BY-LAWS OF THE CEDAR FALLS TOURISM BOARD

ARTICLE I. Name

The Cedar Falls Tourism Board is the policy-making and advisory body that works with staff and the Cedar Falls City Council to promote the community as a destination for visitors.

ARTICLE II. Mission

The mission of the Board is to foster, promote, market, and service our community as a quality destination.

ARTICLE III. Powers and Duties

The powers and duties of the Tourism Board are provided for in Section 17-305 of the Cedar Falls Code of Ordinances, and are as follows:

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- Section 4 To determine the operations and programming policy for tourism events, which will be administered by the department of community development through the manager of the tourism/cultural programs divisions.

- Section 5 To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the use of hotel/motel tax proceeds to support tourism services.

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- b) The members shall be qualified by general knowledge or experience in matters related to tourism programs.
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- e) An effort shall be made to appoint members to the board who represent various segments of the hospitality industry, including festivals, special events, attractions, lodging, dining, the University of Northern Iowa, Cedar Falls businesses, and the community at-large while making a good faith effort to maintain gender equity as required by Iowa Code.

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Approved by Cedar Falls City Council: 03/27/06
Approved by Cedar Falls Tourism and Visitors Bureau Board: 12/15/10
Approved by Cedar Falls City Council: 03/14/11
Revisions Recommended: 07/17/14
Approved by Cedar Falls Tourism and Visitors Bureau Board: 09/17/14
Approved by Cedar Falls City Council: 10/06/14
Revisions Recommended: 10/19/2022
Approved by Cedar Falls Tourism & Visitors Bureau Board: 11/16/2022
Revisions Recommended: 02/21/2024
Approved by Cedar Falls Tourism Board: 2/21/2024

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:

Bani's
c/o Super Gill, Inc.
2128 College Street
Cedar Falls, IA 50613

**ORDER ACCEPTING
ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT
FIRST VIOLATION**

ON this _____ day of _____, 2024, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Therefore, the Cedar Falls City Council FINDS that the above-captioned permittee has remitted to the "City of Cedar Falls" a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Daniel Laudick, Mayor
City of Cedar Falls, Iowa

IN RE:
Bani's
c/o Super Gill, Inc.
2128 College Street
Cedar Falls, IA 50613

**ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for \$300.00 made payable to the "City of Cedar Falls" to settle the above-referenced complaint.

SUPER GILL, INC.

CITY OF CEDAR FALLS, IOWA

By: 

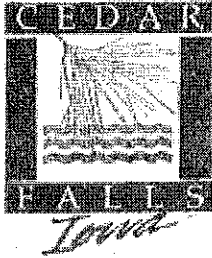
By: 

Date: 5/3/24

Date: 04-03-2024

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Cedar Falls", should be returned to: Austin J. McMahon, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704.



DEPARTMENT OF ADMINISTRATIVE SERVICES

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

April 3, 2024

Bani's
 c/o Super Gill, Inc.
 2128 College Street
 Cedar Falls, IA 50613

RE: 2/07/24 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on May 20, 2024, City Council Chambers. The hearing complaint which has been filed against you is attached.

If you or your representative fails to appear at this hearing, a decision may be entered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Austin J. McMahon, Assistant City Attorney, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Austin J. McMahon
 Assistant City Attorney

AJM/tad

IN RE:
Bani's
c/o Super Gill, Inc.
2128 College Street
Cedar Falls, IA 50613

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about February 8, 2024, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Citation and Court docket are attached and incorporated herein as Exhibit A.
4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced

sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00) against Super Gill, Inc d/b/a Bani's.



Austin J. McMahon
Assistant City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704
(319) 232-6555
mcmahon@s-c-law.com

Original to:
Super Gill, Inc. d/b/a Bani's
2127 College Street
Cedar Falls, IA 50613

Copy to:
Lt. Dennis O'Neill
Cedar Falls Police Department
4600 S. Main Street
Cedar Falls, IA 50613

Kim Kerr
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613



24010758

IOWA UNIFORM CITATION AND COMPLAINT

State of Iowa City of CEDAR FALLS OF 169315

City of CEDAR FALLS Court House 315 E. 5th St. Cedar Falls, IA 50613

vs: Name magsood, Rahman

Address Cedar Falls IA Zip 50613

DL# State

DL Class DL End DL Rest DL/State ID Viewed? Yes No X

DOB Race Ethn Sex Ht Wt

The undersigned states that on or about 02/07/2024 at 1825 AM/PM

Operate Motor Veh./Boat (describe)

CDL Req? Yes No Pass. End. Req? Yes No HazMat End. Req. Yes No

Reg. # State Year US DOT #

Upon a public highway at Boni's, 2128 College St

Located in the county and state address and did then and there commit the following offense:

Crimes and Offenses: 135.22 Criminal Surcharge \$ 20.25 Court Costs \$ 55.00 Total Penalties \$ 210.25

VIOLATION employee providing tobacco to anyone under 21

Speed in Zone Sec. 453A2(1) 20 23 IA Code

DATA CODE Fed/Adm. Code C.F. Ord. 1990 Sec. Dated 02/07/2024 Signature 91138

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on

4/4/24 at 0900 AM/PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

You hereby are given notice that within a reasonable time but no later than the date schedule for your initial appearance in citation/complaint sworn under oath will be filed with the district court clerk of the county in which the citation was issued.

1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.

2. I promise to appear in said court at said time and place, or I will comply with the provision on the top of the reverse side of the citation. \$287.88

Signature of Defendant



Case Number: STA0242310 Case Title: STATE vs. MAQSOOD, RAHMAH

Opened: 03-11-2024

County: Black Hawk

Case Type: Scheduled Traffic - State Judge:

Prayer Amount: \$.00

Show/Hide Participants

Plaintiff[s]

Counsel of Record

STATE OF IOWA

Defendant[s]

Counsel of Record

RAHMAH MAQSOOD

CEDAR FALLS, IA 50613

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2024-02-07	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date	Docket #	Case History
04-01-2024 10:25:09 AM Court	D0002	VIOLATIONS HANDLED BY CLERK Filed by: Court
03-11-2024 01:00:00 PM Court	D0001	TRAFFIC TICKET FILING Filed by: Court



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

**PUBLIC RECORDS
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600**

MEMORANDUM

To: Mayor Laudick and City Council Members
From: Kim Kerr, City Clerk
Date: May 13, 2024
Re: Cigarette/Tobacco/Nicotine/Vapor Applications

Public Records has received applications for cigarette/tobacco/nicotine/vapor permits. We recommend approval of these permits.

Name of Applicants:

- a) Fareway #190 – 4500 South Main Street – renewal.
- b) Fareway #974 – 214 North Magnolia Drive – renewal.
- c) Five Corners Liquor and Wine – 809 East 18th Street – renewal.
- d) Hill Street News & Tobacco – 2217 College Street – renewal.
- e) Murphy USA #6970 – 518 Brandilynn Boulevard – renewal.



DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
4600 SOUTH MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Laudick and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: May 13, 2024
Re: Retail Alcohol License Applications

Police Operations has received applications for retail alcohol licenses. We find no records that would prohibit these licenses and recommend approval.

Name of Applicants:

- a) Suds, 2223 ½ College Street, Class C retail alcohol & outdoor service - renewal.
- b) CVS/Pharmacy, 2302 West 1st Street, Class E retail alcohol - renewal.
- c) Target, 214 Viking Plaza Drive, Class E retail alcohol - renewal.
- d) Cedar Basin Music Festival, Sturgis Park, Special Class C retail alcohol & outdoor service - 5-day permit.
- e) Sturgis Falls Celebration, Gateway Park, Special Class C retail alcohol & outdoor service - 5-day permit.
- f) King Bucks, 6719 University Avenue, Class C retail alcohol - new.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Human Resources Division

TO: Mayor Laudick and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: May 13, 2024

SUBJECT: Elected Officials Conflict of Interest Form Revision

Attached for your approval is the revised conflict of interest form for elected officials. The revised conflict of interest form was the result of direction from City Council to City Staff at the May 6, 2024 Committee of the Whole Meeting. The form is present in both clean and redlined format for ease of review of revisions.

If you have questions regarding the attached, feel free to contact me at 319-268-5531.

Attachment



City of Cedar Falls
Annual Conflict of Interest/Related Party Disclosure
Elected Officials

Section 1 – Name & Ward

Name (printed) _____ Ward: _____

Section 2 – Employment and Activities

Please list any employment or activity that would conflict with your official duties and responsibilities in accordance with Code of Iowa Sections 68B.2A and 362.5. Please refer to the attached copy of the Code sections for further information.

State your employment below. Reference Iowa Code Section 68B.2A prohibited outside employment and activities – conflicts of interest for more information.

Two horizontal lines for writing employment details.

[] I do NOT have any conflicting employment or activities

Section 3 – Related Party Relationships Required to be Reported

Please list any existing business relationship(s) or potential business relationship(s) with The City of Cedar Falls in which you, your spouse, or dependent children have a financial interest, ownership, or control.

Reference Iowa Code Section 362.5 interest in public contract prohibited – exceptions for more information.

Business Name Relationship Percentage of Ownership

Business Name Relationship Percentage of Ownership

Business Name Relationship Percentage of Ownership

Business Name Relationship Percentage of Ownership

[] I do NOT have any related party relationships

Section 4 – Real Estate

~~Please~~ I list all properties within Cedar Falls that generated income in excess of \$1000 for the covered year, the type of real estate (e.g. agricultural, commercial, residential), and the source of the income (e.g. rent, sale, mortgage). Please attach additional sheets as needed.

Property Real Estate Type Source of Income

Property Real Estate Type Source of Income

Property Real Estate Type Source of Income

Property Real Estate Type Source of Income

I do NOT have any income generating properties

Section 5 – Participation in Boards and/or Commissions

~~Please~~ I list any boards and/or commissions on which you serve and the position you hold.

Board/Commission Name

Position Held

Board/Commission Name

Position Held

Board/Commission Name

Position Held

I do NOT serve on a board and/or commission

I acknowledge my obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to the City Administrator and the City Attorney.

I acknowledge that by signing this document, I certify that the above disclosure information is complete and accurate and that I have not made any attempt to conceal information.

Elected Official Signature

Date

68B.2A Conflicts of interest outside employment and activities.

~~1. Any person who serves or is employed by the state or a political subdivision of the state shall not engage in any outside employment or activity which is in conflict with the person's official duties and responsibilities. In determining whether particular outside employment or activity creates an unacceptable conflict of interest, situations in which an unacceptable conflict shall be deemed to exist shall include, but not to be limited to, any of the following:~~

~~a. The outside employment or activity involves the use of the state's or the political subdivision's time, facilities, equipment, and supplies or the use of the state or political subdivision badge, uniform, business card, or other evidences of office or employment to give the person or member of the person's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. This paragraph does not apply to off-duty peace officers who provide private duty security or fire fighters or emergency medical care providers certified under chapter 147A who provide private duty fire safety or emergency medical services while carrying their badge or wearing their official uniform, provided that the person has secured the prior approval of the agency or political subdivision in which the person is regularly employed to engage in the activity. For purposes of this subsection, a person is not "similarly situated" merely by being or being related to a person who serves or is employed by the state or a political subdivision of the state.~~

~~b. The outside employment or activity involves the receipt of, promise of, or acceptance of money or other consideration by the person, or a member of the person's immediate family, from anyone other than the state or the political subdivision for the performance of any act that the person would be required or expected to perform as a part of the person's regular duties or during the hours during which the person performs service or work for the state or political subdivision of the state.~~

~~c. The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the person, during the performance of the person's duties of office or employment.~~

~~362.5 Interest in public contract prohibited – exceptions.~~

~~When used in this section, "contract" means any claim, account, or demand against or agreement with a city, express or implied.~~

~~A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the officer's or employee's city. A contract entered into in violation of this section is void. The provisions of this section do not apply to:~~

- ~~1. The payment of lawful compensation of a city officer or employee holding more than one city office or position, the holding of which is not incompatible with another public office or is not prohibited by law.~~
- ~~2. The designation of a bank or trust company as a depository, paying agent, or for investment of funds.~~
- ~~3. An employee of a bank or trust company, who serves as treasurer of a city.~~
- ~~4. Contracts made by a city, upon competitive bid in writing, publicly invited and opened.~~
- ~~5. Contracts in which a city officer or employee has an interest solely by reason of employment, or a stock interest of the kind described in subsection 9, or both, if the contracts are made by competitive bid in writing, publicly invited and opened, or if the remuneration of employment will not be directly affected as a result of the contract and the duties of employment do not directly involve the procurement or preparation of any part of the contract. The competitive bid qualification of this subsection does not apply to a contract for professional services not customarily awarded by competitive bid.~~
- ~~6. The designation of an official newspaper.~~
- ~~7. A contract in which a city officer or employee has an interest if the contract was made before the time the officer or employee was elected or appointed, but the contract may not be renewed.~~
- ~~8. Contracts with volunteer fire fighters or civil defense volunteers.~~
- ~~9. A contract with a corporation in which a city officer or employee has an interest by reason of stockholdings when less than five percent of the outstanding stock of the corporation is owned or controlled directly or indirectly by the officer or employee or the spouse or immediate family of such officer or employee.~~
- ~~10. Contracts not otherwise permitted by this section, for the purchase of goods or services by a city having a population of more than two thousand five hundred, which benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of one thousand five hundred dollars in a fiscal year.~~
- ~~11. Contracts not otherwise permitted by this section for the purchase of goods or services by a city having a population of two thousand five hundred or less, which benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of two thousand five hundred dollars in a fiscal year.~~
- ~~12. Franchise agreements between a city and a utility and contracts entered into by a city for the provision of essential city utility services.~~
- ~~13. A contract that is a bond, note, or other obligation of the city and the contract is not acquired directly from the city, but is acquired in a transaction with a third party who may or may not be the original underwriter, purchaser, or obligee of the contract.~~



City of Cedar Falls
Annual Conflict of Interest/Related Party Disclosure
Elected Officials

Section 1 – Name & Ward

Name (printed) _____ Ward: _____

Section 2 – Employment and Activities

State your employment below. Reference Iowa Code Section 68B.2A *prohibited outside employment and activities – conflicts of interest* for more information.

Section 3 – Related Party Relationships Required to be Reported

List any existing business relationship(s) or potential business relationship(s) with The City of Cedar Falls in which you, your spouse, or dependent children have a financial interest, ownership, or control. Reference Iowa Code Section 362.5 *interest in public contract prohibited – exceptions* for more information.

Business Name Relationship Percentage of Ownership

Business Name Relationship Percentage of Ownership

Business Name Relationship Percentage of Ownership

Business Name Relationship Percentage of Ownership

I do NOT have any related party relationships

Section 4 – Real Estate

List all properties within Cedar Falls that generated income in excess of \$1000 for the covered year, the type of real estate (e.g. agricultural, commercial, residential), and the source of the income (e.g. rent, sale, mortgage). Please attach additional sheets as needed.

Property Real Estate Type Source of Income

Property Real Estate Type Source of Income

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Property Real Estate Type Source of Income

I do NOT have any income generating properties

Section 5 – Participation in Boards and/or Commissions

List any boards and/or commissions on which you serve and the position you hold.

Board/Commission Name Position Held

Board/Commission Name Position Held

Board/Commission Name Position Held

I do NOT serve on a board and/or commission

I acknowledge my obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to the City Administrator and the City Attorney.

I acknowledge that by signing this document, I certify that the above disclosure information is complete and accurate and that I have not made any attempt to conceal information.

Elected Official Signature

Date



MEMORANDUM

TO: Honorable Mayor Danny Laudick and City Council
FROM: Kelly Stern, Library and Community Center Director
DATE: May 2, 2024
SUBJECT: Contract between Cedar Falls Community Center and Kirk Gross Company

The Library and Community Center director sent requests for quotes for replacement tables and chairs to two local commercial furniture vendors. The Community Center opened in its current location in 2004, and the tables and chairs in the main seating area are worn and need to be replaced. This will be the first time the furniture in the main seating area has been replaced since the Center's opening.

Only one vendor submitted a quote, shown below.

Kirk Gross Company: \$43,673.60

The only bid submitted was from Kirk Gross Company for \$43,673.60. Funding for the project will be from general revenue as part of the CIP plan.

Community Center staff recommends approving and executing the contract with Kirk Gross Company for replacement of tables and chairs in the main seating area. It is anticipated that the work will be completed by the end of June 2024.

Please contact me if you have any questions. Thank you for your consideration.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Kirk Gross Company ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2024 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: Kelly Stern	Name: _____
Title: Library and Community Center Director	Title: _____
Address: 528 Main Street	Address: _____
Cedar Falls, IA 50613	_____
Telephone: 319-268-5541	Telephone: _____
Email: director@cedarfallslibrary.org	Email: _____

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) _____

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

EXHIBIT A

SCOPE OF THE WORK

Requirements/Deliverables:

1. (72 qty.) Hon Motivate stacking chairs, no arms, no casters
2. (10 qty.) Hon Motivate stacking chairs, no arms, with casters
3. (20 qty.) Hon Motivate flip top tables (base and table top); 30" x 72", with casters
4. (20 qty.) Surface Works Extol flip top tables (base and table top); 36" x 36", with casters
5. Include cost of delivery and assembly of any products requiring assembly
6. Product colors to be determined by the Director after the bid is awarded

Project completion date will be on or before June 30, 2024 unless a formal deadline extension is requested for product availability and unless approved by June 1, 2024.

EXHIBIT B

PAYMENT TERMS

Net payment is due 30 days following delivery and assembly of furniture.

NOTEPAD:HOLDER CODE **CEDAR-2**
INSURED'S NAME **Kirk Gross Company****KIRKG-1**
OP ID: LAAPA
Date **04/30** *Item 16.*

The City of Cedar Falls, Iowa and 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 additional insureds for General Liability on a primary and non-contributory basis, including completed operations when required in written contract. Waiver of subrogation applies in favor of the additional insureds for General Liability, Business Auto Liability and Workers Compensation when required in written contract. Governmental Immunity Endorsement applies to General Liability in favor of City of Cedar Falls. 30 Day Notice of Cancellation provided to City of Cedar Falls.

60463458

COMMERCIAL MULTIPLE LINE
IL 71 22 07 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL ENDORSEMENT

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM

PREMIUM 250

SCHEDULE**Name of Organization:**

CITY OF CEDAR FALLS
 220 CLAY ST
 CEDAR FALLS IA 50613

Additional Insured Section:

The entity shown in the schedule above, 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 of the Insured's work and/or services performed for the entity shown above. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

Governmental Immunities Section:

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule 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 Governmental Immunity. The organization shown in the Schedule 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 organization shown in the Schedule.

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 organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.

5. No Other Change in Policy. The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

IL 71 22 07 16

Page 1 of 2

Cancellation and Material Changes Section:

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown on the schedule for the entity listed on this endorsement.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: May 8, 2024
SUBJECT: Memo of Understanding (MOU) – Public Safety

Attached is a MOU to the Public Safety Collective Bargaining Agreement. You may recall that earlier this year, the Public Safety union submitted a request for the Council to open their contract and consider a market adjustment to their salaries.

After reviewing comparable wages, information was presented to Council at an executive session in February 2024. Attached is the MOU outlining a market adjustment to all the wage steps of \$.50 each year for the next three years (FY25, FY26, and FY27) that the City was willing to offer back to the union. The public safety union agreed to the adjustment and has provided a signed copy of the MOU. In addition to this negotiated increase, the parties agreed to an advancement placement program for new employees.

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

MEMORANDUM OF UNDERSTANDING
Between
CITY OF CEDAR FALLS, IOWA
And
TEAMSTERS UNION, Local No. 238 (Public Safety)

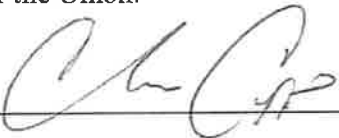
The City of Cedar Falls, Iowa (hereinafter the "City") and Teamsters Union, Local No. 238 (hereinafter the "Union"), enter into this Memorandum of Understanding (hereinafter the "Agreement"). The City and Union agree to modify the parties' collective bargaining agreement in effect from June 25, 2022, through July 2, 2027, as follows:

1. Effective on or about July 1, 2024, all steps in the wage matrices shall be increased by \$.50.
2. Effective on or about July 1, 2025, all steps in the wage matrices shall be increased by \$.50.
3. Effective on or about July 1, 2026, all steps in the wage matrices shall be increased by \$.50.
4. The wage increases set forth in paragraphs 1 through 3 shall be in addition to any wage increases contained in the collective bargaining agreement.
5. The parties through their LMC shall endeavor to mutually agree upon an advanced placement program for newly hired employees.
6. All other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect through July 2, 2027.

For the City:

Date

For the Union:



Date

05/08/2024

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A MEMO OF UNDERSTANDING BETWEEN THE CITY OF CEDAR FALLS AND TEAMSTERS UNION, LOCAL NO. 238 (PUBLIC SAFETY)

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Memo of Understanding between the City of Cedar Falls and the Teamsters Union, Local No, 238 (Public Safety) for certain wage adjustments related to the Public Safety Collective Bargaining Agreement, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Memo of Understanding.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Memo of Understanding is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memo of Understanding on behalf of the City of Cedar Falls, Iowa.

ADOPTED this _____ day of May, 2024.

Chris Latta, Mayor Pro Tem

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: May 8, 2024
SUBJECT: Memo of Understanding (MOU) – Public Works

Attached is a MOU to the Public Works Collective Bargaining Agreement. You may recall that earlier this year, the Public Works union submitted a request for the Council to open their contract and consider a market adjustment to their salaries.

After reviewing comparable wages, information was presented to Council at an executive session in February 2024. Attached is the MOU outlining a market adjustment to all the wage steps of \$1.00 for FY25 and then \$.50 each year for the next two years (FY26 and FY27) that the City was willing to offer back to the union. The public works union agreed to the adjustment and has provided a signed copy of the MOU. In addition to this negotiated increase, the parties agreed to an advancement placement program for new employees.

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

MEMORANDUM OF UNDERSTANDING
Between
CITY OF CEDAR FALLS, IOWA
And
TEAMSTERS UNION, Local No. 238 (Public Works)

The City of Cedar Falls, Iowa (hereinafter the "City") and Teamsters Union, Local No. 238 (hereinafter the "Union"), enter into this Memorandum of Understanding (hereinafter the "Agreement"). The City and Union agree to modify the parties' collective bargaining agreement in effect from June 25, 2022, through July 2, 2027, as follows:

1. Effective on or about July 1, 2024, all steps in the wage matrices shall be increased by \$1.00.
2. Effective on or about July 1, 2025, all steps in the wage matrices shall be increased by \$.50.
3. Effective on or about July 1, 2026, all steps in the wage matrices shall be increased by \$.50.
4. The wage increases set forth in paragraphs 1 through 3 shall be in addition to any wage increases contained in the collective bargaining agreement.
5. The City shall have the authority to hire an employee at any step in the appropriate wage matrix based upon experience.
6. All other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect through July 2, 2027.

For the City:

For the Union:

Jeanne Austin

Date

2-14-24

Date

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A MEMO OF UNDERSTANDING BETWEEN THE CITY OF CEDAR FALLS AND TEAMSTERS UNION, LOCAL NO. 238 (PUBLIC WORKS)

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Memo of Understanding between the City of Cedar Falls and the Teamsters Union, Local No, 238 (Public Works) for certain wage adjustments related to the Public Works Collective Bargaining Agreement, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Memo of Understanding.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Memo of Understanding is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Memo of Understanding on behalf of the City of Cedar Falls, Iowa.

ADOPTED this _____ day of May, 2024.

Chris Latta, Mayor Pro Tem

ATTEST:

Kim Kerr, CMC, City Clerk

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Daniel Laudick and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: May 9, 2024
SUBJECT: Temporary Encroachment Agreement Amendment
for Panthers on Parade Project

Panthers on Parade, a community pride project featuring the University of Northern Iowa's TC mascot, is now underway. There are 27 fiberglass mascots on display at various locations throughout the Cedar Falls area through October 2024.

One sponsor business, Structure Real Estate, is seeking an amendment to their current temporary encroachment agreement to display their TC mascot on public property during the display period. The TC mascot will be moved to the location marked in Exhibit A-1 upon approval by City Council with removal no later than November 10, 2024.

Staff recommends approval.

Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

AMENDMENT TO TEMPORARY ENCROACHMENT AGREEMENT

Between

THE CITY OF CEDAR FALLS, IOWA AND STRUCTURE REAL ESTATE

This Amendment to Temporary Encroachment Agreement is made and entered into this ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, (hereinafter the "City") and Structure Real Estate (hereinafter the "Applicant").

WHEREAS, the City and the Applicant entered into a certain Temporary Encroachment Agreement dated March 4, 2024, which Agreement was approved by the City Council of the City via Resolution No. 23,536, on March 4, 2024 (hereinafter the "Agreement"), which established the terms and conditions whereby the Applicant would participate in the Panthers on Parade project; and

WHEREAS, the Agreement, and in particular Exhibit "A" of the same, establishes the location of the TC Mascot sponsored by the Applicant within City right-of-way near the business of the Applicant; and

WHEREAS, the TC Mascot has been placed in the City right-of-way in accordance with the terms of the Agreement; and

WHEREAS, the Applicant wishes to move the TC Mascot to a more desirable location within City right-of-way at the Applicant's cost and the City agrees that such a move is acceptable.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Exhibit "A" of the Agreement is hereby stricken in its entirety and a new Exhibit "A-1", attached, is substituted in lieu thereof.
- 2. Applicant agrees that moving and reinstallation of the TC Mascot shall be at Applicant's sole cost and expense and such move and reinstallation shall take place as soon as reasonably practicable after approval of this Amendment by the City Council of the City.
- 3. The City and Applicant hereby acknowledge and agree that all the terms and conditions of the Agreement remain the same and are hereby ratified and confirmed, except as otherwise expressly provided in this Amendment to Temporary Encroachment Agreement.

IN WITNESS WHEREOF, City and Applicant have executed this Amendment to Temporary Encroachment Agreement effective as of the date first stated above.

CITY OF CEDAR FALLS, IOWA
By _____
Daniel Laudick, Mayor

STRUCTURE REAL ESTATE
By: _____
Andrew Schoof, Owner

ATTEST:

Kim Kerr, CMC, City Clerk



Exhibit A - 1

3'x3' footprint

Placement should not obstruct entrance/exit

Must leave at least 5' walking space on sidewalk



The City of Cedar Falls does not guarantee the accuracy of the information contained on maps accessible on this site. This information is provided for demonstration purposes only. All warranties, express and implied, are hereby disclaimed.

DEPARTMENT OF COMMUNITY DEVELOPMENT



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

MEMORANDUM *Planning & Community Services Division*

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Thom Weintraut, AICP, Planner III
Matthew Tolan, EI, Civil Engineer II
DATE: May 20, 2024
SUBJECT: HWY-1 District Site Plan for Boulder Tap House

REQUEST: HWY-1 District Site plan approval for construction of a new restaurant, Boulder Tap House, on Lot 3 of Pinnacle Prairie Commercial South, Phase V, and Lot 2 of Phase VI (Case # SP24-001)

PETITIONER: L&M Investments, LLC, Applicant; Oster Partners, LP, Owner; CGA Consultants, Inc., Engineer; Fusion Architects, INC, Architect

LOCATION: 1100 Brandilynn Boulevard and east of Prairie Parkway.

PROPOSAL

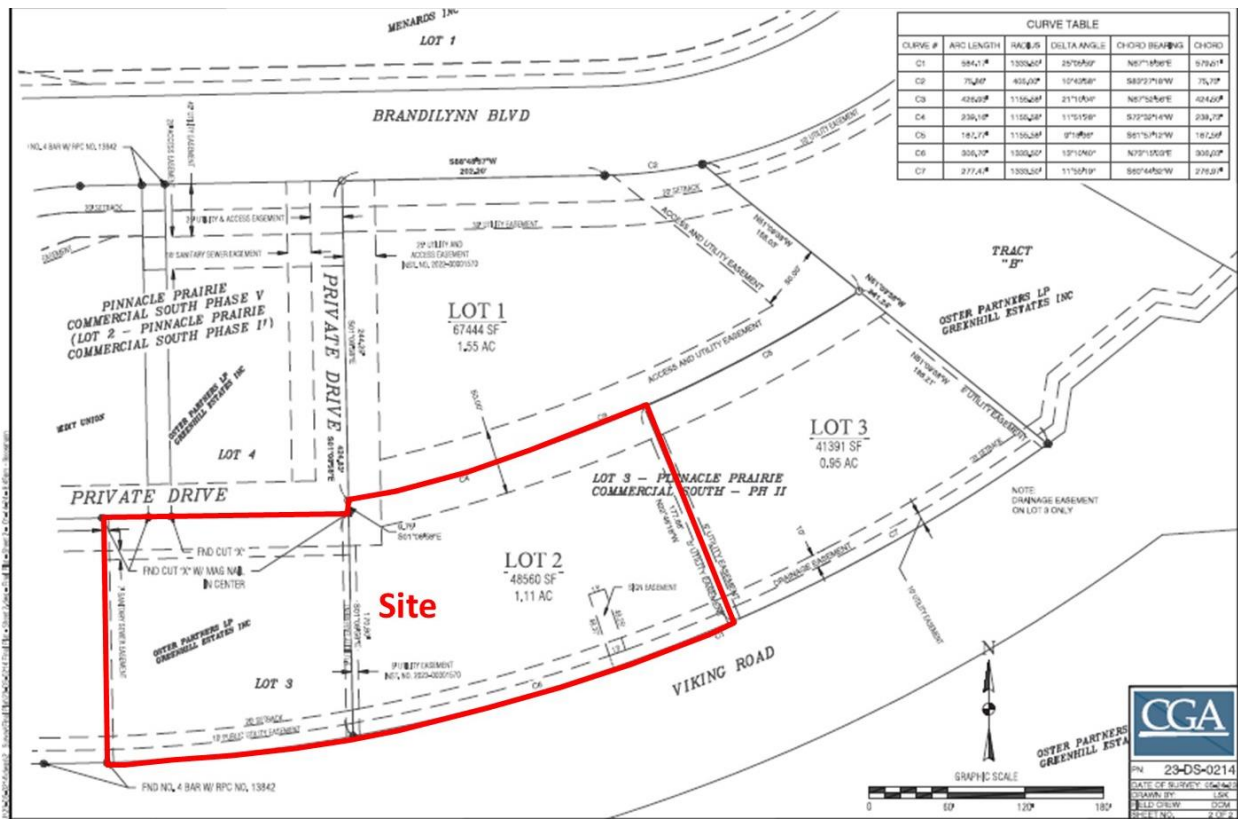
The applicant proposes to construct 6,135 square foot restaurant, Boulder Tap House, south of Brandilynn Boulevard and east of Unity Point Clinic Express, which is located at the intersection of Prairie Parkway and Viking Road (see location map at right). The site is Lot 3 of Pinnacle Prairie Commercial South – Phase V and Lot 2 of Pinnacle Prairie Commercial South – Phase VI. The proposal includes sitework, landscaping, private access way, parking area, drive-thru area, signage, and a new restaurant building.



The proposed layout of the building sits on about 1.89 acres of land that fronts on Viking Road.

BACKGROUND

The two parcels are in the HWY-1, Highway Commercial Zoning District. The proposal is for a restaurant to be located on Lot 3 of Pinnacle Prairie Commercial South-Phase V, created in 2021, and the parking to be located on Lot 2 of Pinnacle Prairie Commercial South-Phase VI, which was approved by Council On May 6, 2024. The development will have access from the shared private drive established with Pinnacle Prairie Commercial South-Phase V and a continuation of that private drive to the east boundary of development site, including the portion of the drive which will be located on Lot 1, north of this site.



Pinnacle Prairie Commercial South-Phase VI, a replat of Lot 3 Final Plat

ANALYSIS

The proposed development is in the HWY-1 Highway Commercial Zoning District. The HWY-1 District is intended to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. The HWY-1 regulations are to encourage high standards of building architecture, and site planning that will foster commercial development to maximize pedestrian convenience, comfort, and pleasure. The ordinance requires a detailed site plan review before approval to ensure that the development site satisfies the specific

standards of this zoning district. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development in the entire area.

Following is a review of the zoning ordinance requirements for the proposed development:

- 1) Use: The proposed use, a restaurant, is permitted in the HWY-1 District. **This use is allowed.**
- 2) Building Location and Access: Even though there is not direct access to Viking Road, the proposed building will be oriented to Viking Road with one row of parking located between the required 20-foot perimeter landscape buffer and the building. The required 20-foot buffer from the private access drive to the north has also been met.

The primary entrance will face the east where most of the parking is proposed. There is a sidewalk and marked access route provided from the Viking Road Trail to the main entrance of the building. Staff and delivery access is provided on the west side of the building from the parking lot.

There will be two vehicular access points from the shared private drive: one on the west side of the building and one on the east side of the site which will be provided through the extension of the private drive to the lot line of Lot 3. There will be no direct access to Viking Road. **The building and parking lot setbacks and the access to the property are satisfied.**

- 3) Parking: The parking requirement for a standard eat in restaurant is one space for every 150 square feet of gross floor area plus one space for every two employees. The plan shows 125 parking spaces meeting the commercial space requirement with five marked as accessible. The total area of the building is 6,135 square feet, which would require 41 spaces leaving 84 additional spaces, which will satisfy the employee parking requirement and provide additional parking for patrons beyond the requirement. **The parking requirement has been met.**
- 4) Open Space Requirements: The HWY-1 District requires that open space/landscaping requirements be provided at the rate of 10% of the total development site area excluding the perimeter setback area. Following is a summary of the landscape plan that details how this provision is met.

Development Site Area	83,043 SF	
Required Open/Green Space	8,305 SF	10%
Provided Open/Green Space	13,780 SF	16.6%

Landscaping is shown throughout the site, both around the building as well as within the parking lot, and along the streets within required setbacks. **The open green space exceeds the minimum requirement and is well distributed.**

- 5) Landscaping: The HWY-1 District requires minimum landscaping at the rate of 0.02 points per square foot of the total development site area. This can be achieved through planting a combination of trees and shrubbery. A minimum of 0.75 points per linear foot of street frontage shall be planted with street trees. In addition, parking lot landscaping requirements must be met, including peripheral landscape screening and parking lot trees according to City Code Section 26-220(i).

The total required site landscaping points are 1,660 points for the site and 750 points for street trees. The site plan shows the total points for the street trees has been met and the total points for the site as 2060 points, exceeding the minimum required number of points by 400 points. Planting point details can be seen in the attached landscaping plan for review.

Peripheral landscaping requirements for parking lots include placement of continuous landscaped strip not less than 5 feet in width and at least three feet in height, and one tree for every 50 lineal feet of landscaping barrier to screen the parking areas from the public streets and abutting lots. The internal landscaping requirement includes placement of one overstory tree for every 21 parking stalls to shade the parking areas.

The applicant has provided 6 parking lot trees and 15 peripheral trees meeting the requirements. The applicant has provided boxwood shrubs to screen the parking lot from Viking Road, the private access street, and the neighboring properties. In addition, the applicant will be providing prairie grass scattered throughout the site. The landscaping is well distributed on the site and exceeds the minimum required number of points. **Landscaping requirements have been met.**

- 6) Building Design: The HWY-1 District requires a design review of various elements to ensure a high quality of design and materials and compatibility with nearby buildings. These are noted below with a review on how each element is addressed.

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

The Boulder Tap House shows a 30-foot tall “tower” standing proud of the building with a front gable marking the entrance to the building on the east elevation. The “tower” asymmetrically divides the east façade of the building. The north elevation has a center wall dividing the façade in two. Each of the two sections have a rhythm established by using windows in the dining area and

window and Bahama Shutters in the kitchen area of equal proportions. The south façade uses the same rhythm as the north wall; however, there is a covered and screened seating area on the western portion of the facade. The west elevation is the service entrance of the building. The exterior finish of the building uses the same finish materials and proportions as the other sides with an extension of the screened area wrapping around the building; however, other than the door, this side lacks the rhythm that was established along the north side of the building with the use of the Bahama Shutters. Staff finds this acceptable as this is not a street-facing façade and provides for the service functions of the building.



The scale and proportion of the proposed new building is similar to the Veridian Credit Union. Veridian has a building footprint, including drive-thru canopy, of 5,364 square feet and includes a tower denoting the main entrance to the building. The three elevations without the drive-thru have large expanses of windows with the main entrance is also denoted by a tower on the southwest corner and an employee entrance on the north facade.



Directly to the west is the Unity Point Clinic Express which has a smaller footprint of 4,310 square feet. The height to the top of the parapet is 19.5 feet; however, as with the proposal for the Boulder Tap House and Veridian, the northwest corner where the entrance is located, is slightly taller at 21 feet. The main street façade, facing Prairie Parkway, has two banks of floor to ceiling windows, the north (parking lot) façade has doors with a sidelight and transom light above similar to the portion of the windows on the west façade; however,



since this is a medical facility and privacy is of concern, the windows in the examination areas are aligned with and have the same height as the transom window above the entrance. The south façade has two “examination” sized windows, and the east (rear) has an employee entrance and a single “examination” window.

Staff finds that the proposal is consistent with neighboring buildings and with the height allowances in the zoning district.

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

The adjacent buildings utilize flat roofs with a parapet around the edge. The proposed new building will likewise utilize a flat roof, except for the gabled roof for the main entrance tower. The proposed building will feature additional height at the entrances to provide roof height changes. Staff finds that the proposed design is similar to the design of the neighboring buildings.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The design of the building established both a horizontal and vertical rhythm to viewers. The placement of windows and pilasters create a strong vertical rhythm on the three public views, while also creating a horizontal layering on each façade. The windows are well-distributed across the primary street-facing facades.

Materials and texture: Materials and texture. The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

The exterior finish of Boulder Tap House will be constructed using a mixture of materials and earthtone colors. The corners of the building, the entrance tower, base and pilasters, and the trash enclosure are constructed using ashen stone veneer. Between the pilasters above the window areas on all the north, east, and south sides of the building, a chestnut engineered wood siding is used, and a similar gray siding is used adjacent to the windows establishing a rhythm. This pattern continues around the to the west side of the building adhering to the horizontal pattern established on the other sides. The fascia and roofing will be clad with matte black metals.

Veridian Credit Union uses a pattern similar to Boulder Tap House. The base uses random ashlar limestone veneer laid horizontally on all sides and alternate sections of brick, simulated wood horizontal fiber cement panels, and gray fiber cement panels with horizontal and vertical lines to add rhythm.

Unity Point Clinic Express uses a combination of three panel materials of contrasting colors to establish a horizontal pattern: a gray fiber cement block panel, redwood color fiber cement horizontal patterned panel, and a horizontal corrugated metal panel.

Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

The Boulder Tap house uses an earthy color palette of gray and woodsy brown materials for the main facades. The fascia and roofing material will be matte black. The varied use of materials and color will enhance the architectural elements of the building.

The Boulder Tap House colors are compatible with both the Unity Point Clinic Express use of gray and redwood as well as Veridians use of gray stone and wood tone panels.

Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

The design of the building is a rustic timber frame style with a balance of horizontal and vertical elements, both with materials and colors. With the timber frame is in contrast with the modern style of the clinic, the use of colors and materials should complement the neighboring buildings. The roof is primarily flat like the neighboring buildings, but like Veridian Credit Union the entrance location is marked by a tower.

In summary, the proposed restaurant demonstrates a high quality of design and materials and compatibility with nearby buildings. Staff finds the architectural standards of the HWY-1 Zone are met.

- 7) Trash Dumpster Site: The dumpster enclosure is located at the northwest corner behind the building away from Viking Road. Trash enclosure is about 6.6 feet in height and will use the same stone veneer as the main building, including stone masonry in the lower area and brick masonry on the upper areas of the enclosure separated by stone band. The dumpster enclosure will have metal gates for

openings. **The placement of the dumpster and its design meet City standards.**

- 8) Lighting: The HWY-1 District regulations do not have specific lighting design guidelines. The applicant has proposed sconces on each side of both the entrances and parking lot lighting at seven locations of the site. The lights will be LED luminaires with a single head and are downcast and fully shielded to prevent spillover light on to adjacent properties. A photometric plan has been submitted for review. **Lighting is acceptable.**
- 9) Signage: For the proposed new building, two wall signs are illustrated on the building; one on the east wall above the main entrance from the parking lot and the other on the south wall facing Viking Road. As per code, wall sign areas cannot exceed 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays. Both wall sign areas meet the code requirement (see elevations included in packet). The applicant will need to obtain a sign permit for each sign prior to installation.

There is no freestanding sign proposed.
Proposed Signage is acceptable.

- 10) Sidewalks: There is a 5-foot-wide PCC sidewalk proposed on the site plan which will connect to the Viking Road Trail entrance of the building.

Storm Water Management: All storm water will be collected by a private storm sewer which ties into the public storm sewer along Viking Road and flows to the regional detention pond approximately 300 feet east of the project site. No on-site detention will be required since this development falls within the area the regional detention facility was originally designed to accommodate.

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the Hwy 1 Site Plan for the proposed Boulder Tap House restaurant. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. Water is available from the north side of Viking Road. Natural gas is available from the south side of Brandilynn Blvd or the south side of Viking Road. Cedar Falls Utilities will install and own the gas main and services. Developer must coordinate gas meter location and building gas load with CFU Gas & Water Operations.

Major technical comments from the City's Technical Review Committee have been addressed by the applicant.

A courtesy notice to surrounding property owners was mailed on April 29, 2024.

RECOMMENDATION

Planning and Zoning Commission recommended approval of the HWY-1 site plan for Boulder Tap House at their regular meeting on May 8, 2024, with a vote of 7 ayes and 0 nays.

1. Any comments or direction specified by the Planning and Zoning Commission.
2. Conformance with all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

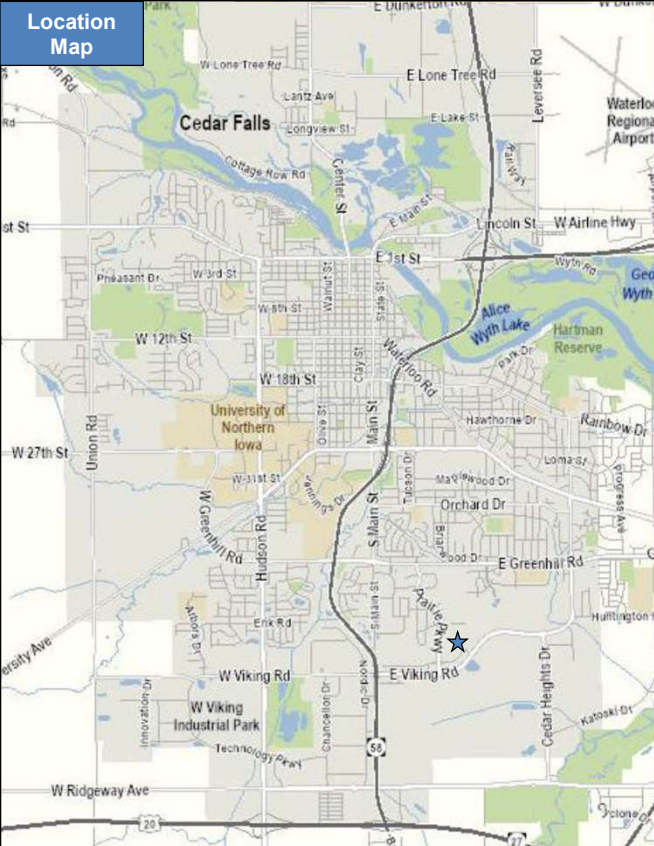
Introduction & Discussion
5/8/2024

Chair Hartley introduced the item and Mr. Weintraut provided background information. He explained that the lot being considered straddles two subdivisions and noted that the subdivision for Lot 3 was divided into three lots earlier this year and it was approved at City Council. He explained that the development has met all requirements, such as a sidewalk connection to Viking Road to the entrance as well as landscaping points and street tree requirements. He provided renderings of the building design and discussed the materials being used as well as scale and proportions in comparison with nearby buildings. Staff recommends approval subject to any comments or direction specified by the Commission and conformance to all recommendations and requirements.

Stalnaker asked about lighting requirements and Ms. Howard explained the requirements. Sorensen asked about stormwater retention and Mr. Weintraut explained the water drains to a region detention basin to the east of the property.

Sorensen made a motion to approve the item. Alberhasky seconded the motion. The motion was approved unanimously with 9 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser, Sorensen and Stalnaker), and 0 nays.

Attachments : Location Map
Site Plan and Drawing
Exterior Elevations

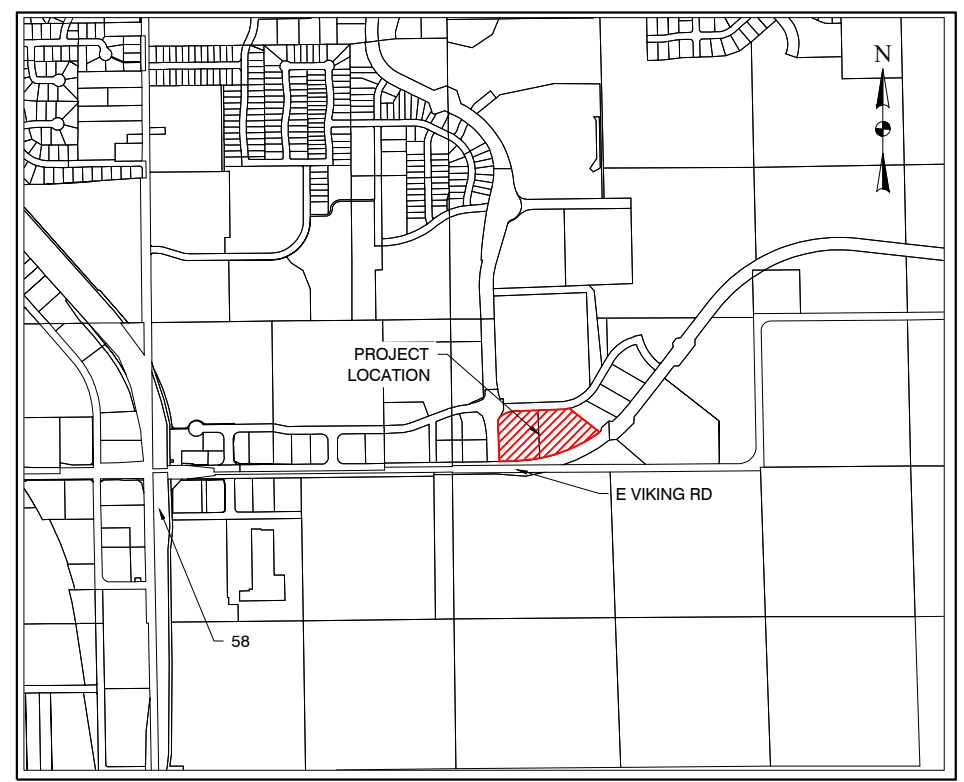


Boulder Tap House
Brandilynn Blvd

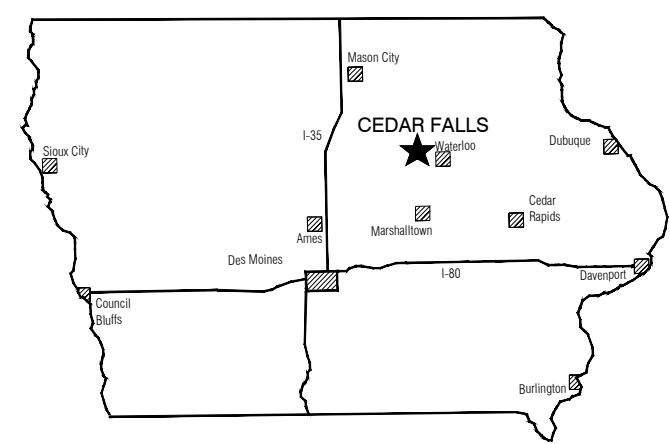
THE BOULDER TAP HOUSE CEDAR FALLS, IOWA 2023

GRADING, PAVING & UTILITIES CONSTRUCTION

WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, CURRENT EDITION (SUDAS) AND THE CITY OF CEDAR FALLS STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECS



VICINITY MAP
NOT TO SCALE



LOCATION MAP



Clapsaddle-Garber Associates, Inc
5106 Nordic Dr.
Cedar Falls, Iowa 50613
Phone 319-266-0258
www.cgaconsultants.com

INDEX OF SHEETS

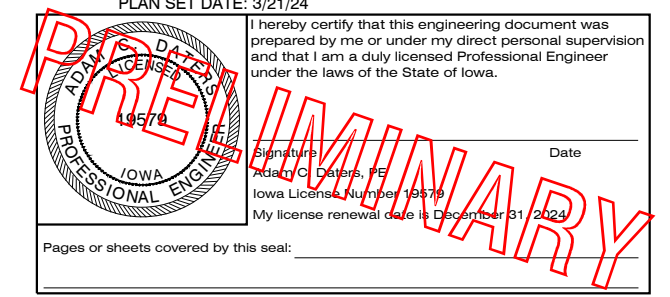
SHEET NO.	DESCRIPTION
C.001	TITLE SHEET
C.002	SYMBOLS, LEGEND AND GENERAL INFORMATION
C.100	EXISTING CONDITIONS & DEMOLITION
C.200	LAYOUT & UTILITY PLAN
C.300	GRADING PLAN
C.310	STORM WATER POLLUTION PREVENTION PLAN
C.400	LANDSCAPE PLAN
C.500-C.501	TYPICAL DETAILS

PLAN SET DATE: 3/21/24

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

Signature: Adam C. Daters, PE Date: _____
 Iowa License Number: 19570
 My license renewal date is December 31, 2025

Pages or sheets covered by this seal: _____



J:\23-DS-0214\wpes\Sherie\23-DS-0214 C.00 & C.01 (Title & Legend).dwg - C.001 - 03-21-24 - 10:36pm - krossmann

LEGEND

EXISTING	PROPOSED	DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION
		EVERGREEN TREE			WATERLINE
		DECIDUOUS TREE			WATER VALVE
		FRUIT TREE			FIRE HYDRANT
		SHRUBS (BUSHES)			WATER METER
		TREE LINE			CURB STOP
		STUMP			YARD HYDRANT
		SWAMP			FIRE DEPT. CONNECTION
		CEMETERY			POST INDICATOR VALVE
		GRAVE			SANITARY SEWER LINE
		CAVE			STORM SEWER LINE
		SINK HOLE			DRAIN TILE
		WELL			SUBDRAIN
		WINDMILL			MANHOLE
		CISTERN			CLEANOUT
		SEPTIC TANK			INTAKE
		LP GAS TANK			BEEHIVE INTAKE
		UNDERGROUND STORAGE TANK			ROOF DRAIN
		SATELLITE DISH			ROOF DRAIN (SURFACE)
		SIGN (TYPE AS NOTED)			ROOF DRAIN (UNDERGROUND)
		FLAGPOLE			GAS LINE
		SOIL BORING			GAS VALVE
		MONITORING WELL			GAS METER
		PARKING METER			OVERHEAD ELECTRICAL LINE
		MAILBOX			BURIED ELECTRICAL LINE
		POST			POWER POLE
		BOLLARD			ELECTRICAL METER
		SPRINKLER HEAD			ELECTRICAL HIGHLINE TOWER
		SPRINKLER HEAD VALVE			TRAFFIC SIGNAL
		GUARDRAIL (BEAM OR CABLE)			STREET LIGHT
		FENCE			LUMINAIRE
		TILE OUTLET			ELECTRICAL BOX/TRANSFORMER
		DRAINAGE WAY			FIBER OPTICS LINE
		EDGE OF WATER			FIBER OPTICS BOX
		SILT FENCE			FIBER PEDESTAL
		CONTOUR LINE			TELEPHONE LINE
		SPOT ELEVATION			TELEPHONE POLE
		BUILDING			TELEPHONE PEDESTAL
					TELEPHONE BOX
					CABLE TELEVISION LINE
					TELEVISION PEDESTAL
					TELEVISION BOX
					AIR CONDITIONER

ABBREVIATIONS

PCC	PORTLAND CEMENT CONCRETE
ACC	ASPHALT CEMENT CONCRETE
STM	STORM SEWER MANHOLE
INT	STORM SEWER INTAKE
INT-MH	STORM SEWER INTAKE WITH MANHOLE
STCO	STORM SEWER CLEANOUT
FES	STORM SEWER FLARED END SECTION
STP	STORM SEWER PIPE
STFM	STORM SEWER FORCE MAIN
SMH	SANITARY SEWER MANHOLE
SACO	SANITARY SEWER CLEANOUT
SAP	SANITARY SEWER PIPE
SAFM	SANITARY SEWER FORCE MAIN
FH	FIRE HYDRANT ASSEMBLY
YH	YARD HYDRANT ASSEMBLY
WW	WATER VALVE
CS	CURB STOP
PIV	POST INDICATOR VALVE
FDC	FIRE DEPT. CONNECTION
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH-DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
DI	DUCTILE IRON PIPE
CP	SURVEY CONTROL POINT
BM	SURVEY BENCHMARK
SB	SOIL BORING
MW	MONITORING WELL
PM	PARKING METER
SH	SPRINKLER HEAD
GV	GAS VALVE
GM	GAS METER
PP	POWER POLE
EM	ELECTRIC METER
TS	TRAFFIC SIGNAL
LP	LIGHT POLE/STREET LIGHT
EB	ELECTRICAL BOX/TRANSFORMER
FB	FIBER OPTICS BOX/PEDESTAL
TB	TELEPHONE BOX/PEDESTAL
TP	TELEPHONE POLE
CB	CABLE/TELEVISION BOX
AC	AIR CONDITIONER UNIT
CBU	CLUSTER MAILBOX UNIT

LEGAL DESCRIPTION

LOT 3, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE V, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.79 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS

AND

LOT 2, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE VI, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 1.11 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS.

CONTROL POINTS:

NUMBER	NORTHING	EASTING	ELEV.	DESCRIPTION
502	8840134.478	15450701.200	936.910	MAG NAIL
405	8839814.032	15450244.60	947.083	CUT X IN DRIVE
413	8839817.415	15450411.25	943.04	MAG NAIL IN CUT X
4002	8839630.466	15450414.96	942.62	1/2IN RBR RPC 13842

PROPOSED USE

RESTAURANT

PROPERTY ADDRESS:

BRANDILYNN BLVD, CEDAR FALLS IOWA

ZONING:

HWY-1, HIGHWAY COMMERCIAL DISTRICT

APPLICANT:

LMM INVESTMENTS, LLC
137 SOUTH SECOND AVENUE
WAITE PARK, MN 56387

OWNER OF RECORD:

OSTER PARTNERS LP
3957 75TH STREET
AURORA, ILLINOIS 60504

SURVEY PREPARED BY:

CLAPSADDLE-GARBER ASSOCIATES, INC
5106 NORDIC DRIVE
CEDAR FALLS, IOWA 50613
PH 319-266-0258
WWW.CGACONSULTANTS.COM

SITE PLAN PREPARED BY:

PROJECT MANAGER: ADAM DATERS
CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

ARCHITECT

FUSION ARCHITECTS, INC.
1950 BOYSON ROAD
HIAWATHA, IOWA 52233

DATE OF PREPARATION:

JULY 19, 2023

FIELD WORK COMPLETED:

MAY 26, 2023

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

MEDIACOM	BRIAN KADNER	845-544-9656
CENTURYLINK	SADIE HULL	918-547-0147
CEDAR FALLS UTILITIES	JERALD LUKENSMeyer	319-268-5330
CITY OF CEDAR FALLS	TYLER GRIFFEN	319-273-8600

NOTE:
TYPICAL DEPTH OF COVER ON WATERMAIN PIPE IN CEDAR FALLS IS 5.5 FT.

UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLATTED FROM AVAILABLE SURVEYS, RECORDS AND DEEDS. THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.

NOTES:

- ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.
- ALL UNDERGROUND UTILITIES ON THIS SITE HAVE BEEN LOCATED AT ASCE LEVEL C OR D SURVEY QUALITY.
- UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA:
 - (A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.
 - (B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.
 - (C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.
 - (D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.



1-800-292-8989
www.iowaonecall.com



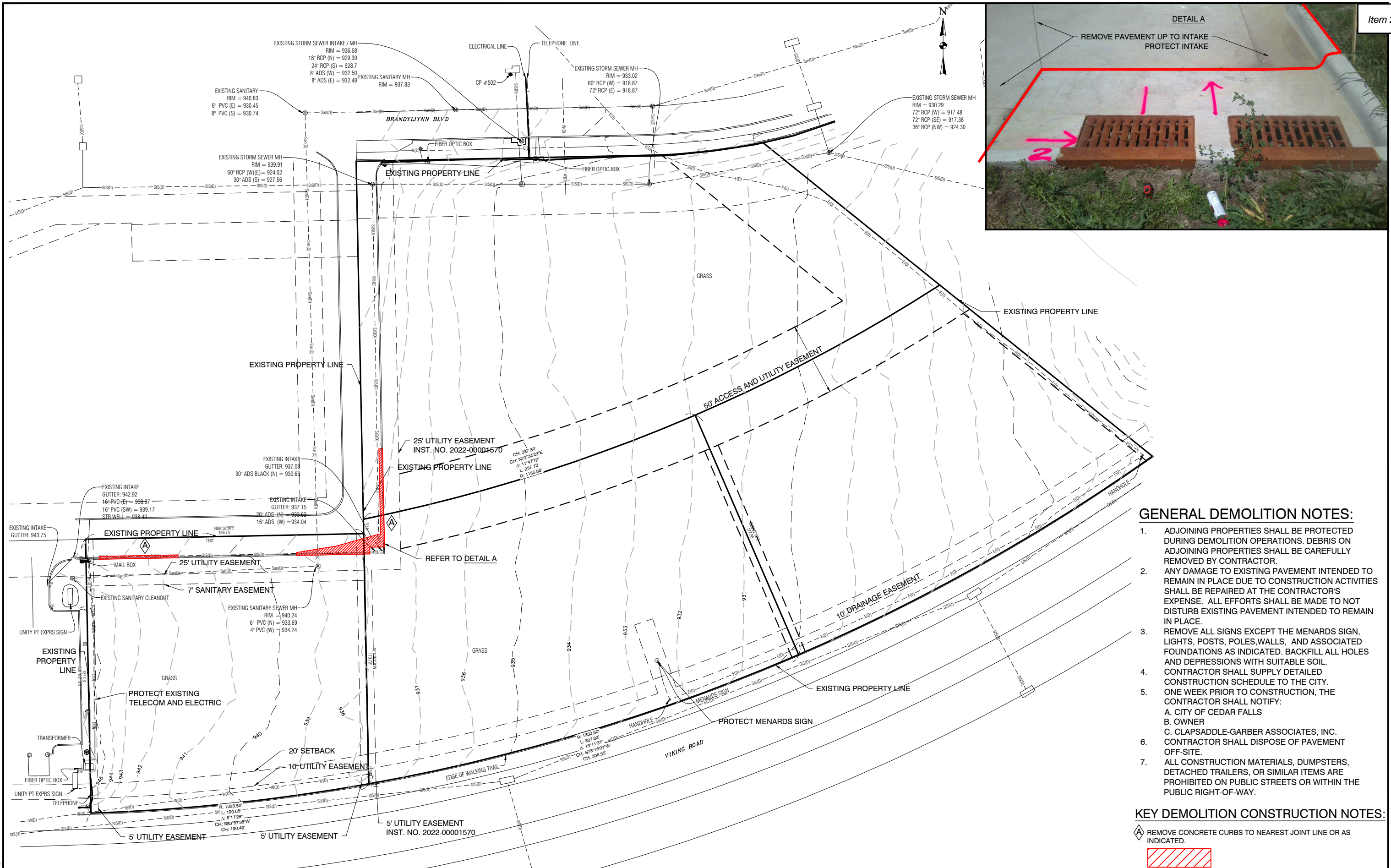
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: _____	DATE: _____
DRAWN: _____	DATE: _____
CHECKED: _____	DATE: _____
APPROVED: _____	DATE: _____

BOULDER TAP HOUSE
CEDAR FALLS, IOWA

SYMBOLS, LEGEND, AND GENERAL INFORMATION



GENERAL DEMOLITION NOTES:

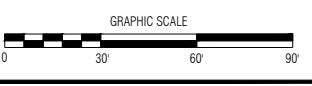
1. ADJOINING PROPERTIES SHALL BE PROTECTED DURING DEMOLITION OPERATIONS. DEBRIS ON ADJOINING PROPERTIES SHALL BE CAREFULLY REMOVED BY CONTRACTOR.
2. ANY DAMAGE TO EXISTING PAVEMENT INTENDED TO REMAIN IN PLACE DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT INTENDED TO REMAIN IN PLACE.
3. REMOVE ALL SIGNS EXCEPT THE MENARDS SIGN, LIGHTS, POSTS, POLES, WALLS, AND ASSOCIATED FOUNDATIONS AS INDICATED. BACKFILL ALL HOLES AND DEPRESSIONS WITH SUITABLE SOIL.
4. CONTRACTOR SHALL SUPPLY DETAILED CONSTRUCTION SCHEDULE TO THE CITY. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:
 - A. CITY OF CEDAR FALLS
 - B. OWNER
 - C. CLAPSADDLE-GARBER ASSOCIATES, INC.
5. CONTRACTOR SHALL DISPOSE OF PAVEMENT OFF-SITE.
6. ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC RIGHT-OF-WAY.

KEY DEMOLITION CONSTRUCTION NOTES:

- ⓐ REMOVE CONCRETE CURBS TO NEAREST JOINT LINE OR AS INDICATED.



J:\23-DS-0214\wpas5_Sherie\23-DS-0214 C:\110 EXISTING CONDITIONS.dwg - C:\100 - 03-21-24 - 10:36pm - konosmani



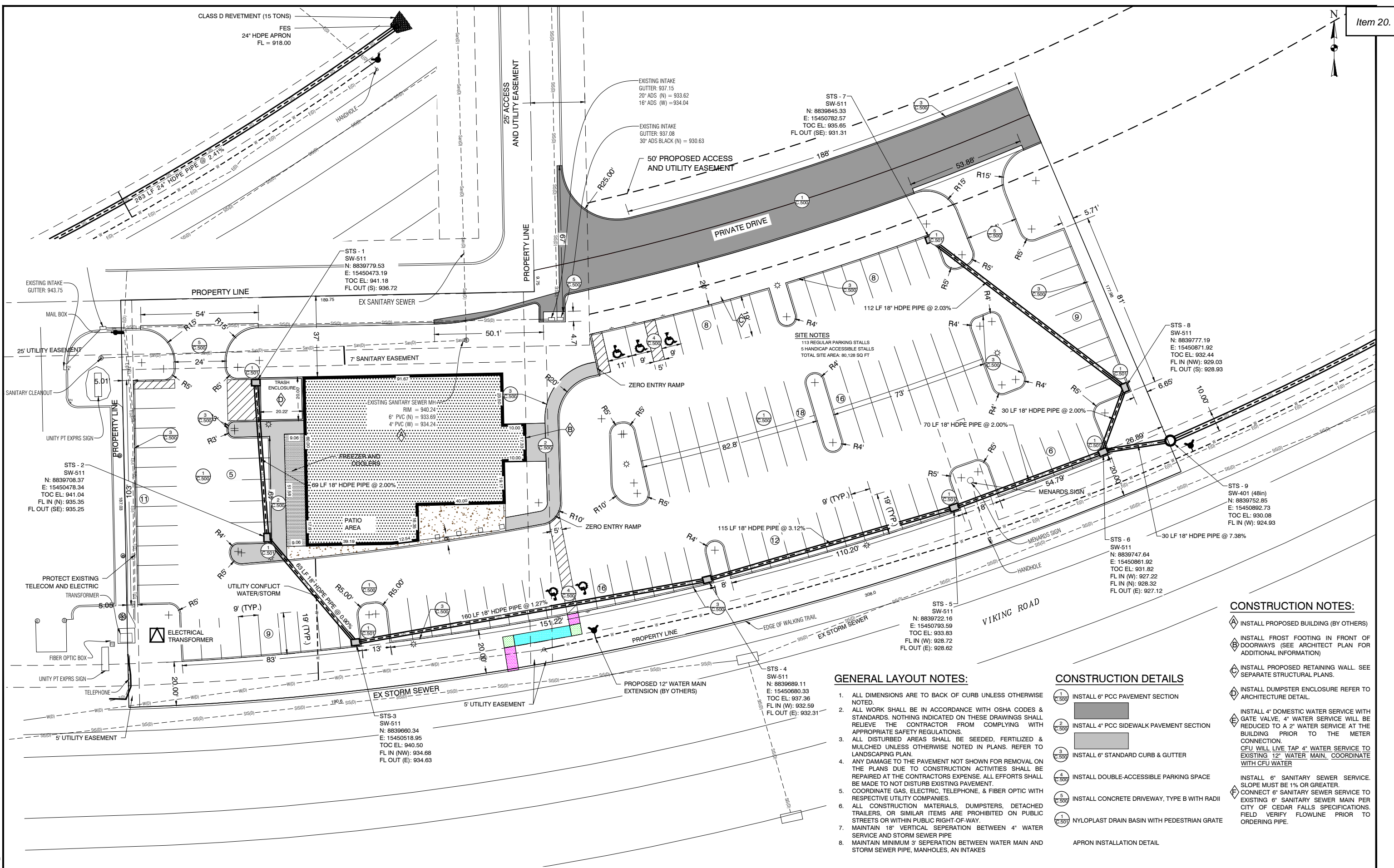
NO.	REVISION	BY	DATE	NO.	REVISION	DATE

GA Clapsaddle-Garber Associates, Inc.
 5106 Nordic Drive
 Cedar Falls, Iowa 50613
 Ph 319-266-0256
 www.cgaconsultants.com

DESIGNED: _____ DATE: _____
 DRAWN: _____ DATE: _____
 CHECKED: _____ DATE: _____
 APPROVED: _____ DATE: _____

BOULDER TAP HOUSE
 CEDAR FALLS, IOWA

EXISTING CONDITIONS & DEMOLITION PLAN



GENERAL LAYOUT NOTES:

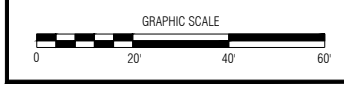
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
- ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
- ANY DAMAGE TO THE PAVEMENT NOT SHOWN FOR REMOVAL ON THE PLANS DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT.
- COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC WITH RESPECTIVE UTILITY COMPANIES.
- ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.
- MAINTAIN 18" VERTICAL SEPERATION BETWEEN 4" WATER SERVICE AND STORM SEWER PIPE
- MAINTAIN MINIMUM 3' SEPERATION BETWEEN WATER MAIN AND STORM SEWER PIPE, MANHOLES, AN INTAKES

CONSTRUCTION DETAILS

- 1. INSTALL 6" PCC PAVEMENT SECTION
 - 2. INSTALL 4" PCC SIDEWALK PAVEMENT SECTION
 - 3. INSTALL 6" STANDARD CURB & GUTTER
 - 4. INSTALL DOUBLE-ACCESSIBLE PARKING SPACE
 - 5. INSTALL CONCRETE DRIVEWAY, TYPE B WITH RADII
 - 6. NYLOPLAST DRAIN BASIN WITH PEDESTRIAN GRATE
- APRON INSTALLATION DETAIL

CONSTRUCTION NOTES:

- Ⓐ INSTALL PROPOSED BUILDING (BY OTHERS)
 - Ⓑ INSTALL FROST FOOTING IN FRONT OF DRIVEWAYS (SEE ARCHITECT PLAN FOR ADDITIONAL INFORMATION)
 - Ⓒ INSTALL PROPOSED RETAINING WALL. SEE SEPARATE STRUCTURAL PLANS.
 - Ⓓ INSTALL DUMPSTER ENCLOSURE REFER TO ARCHITECTURE DETAIL.
 - Ⓔ INSTALL 4" DOMESTIC WATER SERVICE WITH GATE VALVE, 4" WATER SERVICE WILL BE REDUCED TO A 2" WATER SERVICE AT THE BUILDING PRIOR TO THE METER CONNECTION. CFU WILL LIVE TAP 4" WATER SERVICE TO EXISTING 12" WATER MAIN. COORDINATE WITH CFU WATER
- INSTALL 6" SANITARY SEWER SERVICE. SLOPE MUST BE 1% OR GREATER.
 Ⓕ CONNECT 6" SANITARY SEWER SERVICE TO EXISTING 6" SANITARY SEWER MAIN PER CITY OF CEDAR FALLS SPECIFICATIONS. FIELD VERIFY FLOWLINE PRIOR TO ORDERING PIPE.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
 5106 Nordic Drive
 Cedar Falls, Iowa 50613
 Ph 319-266-9256
 www.cgaconsultants.com

DESIGNED: _____ DATE: _____
 DRAWN: _____ DATE: _____
 CHECKED: _____ DATE: _____
 APPROVED: _____ DATE: _____

BOULDER TAP HOUSE
 CEDAR FALLS, IOWA

LAYOUT AND UTILITY PLAN

LEGEND

- TOC TOP OF CURB
- HP HIGH POINT
- LP LOW POINT
- T/W TOP OF WALL
- B/W BOTTOM OF WALL
- 2.0% PROPOSED SLOPE
- PROPOSED DRAINAGE PATTERN

TOPOSOIL & EARTHWORK

TOPOSOIL:
 STRIP = 2,000 CY
 RESPREAD = 520 CY
 WASTE = 1,480 CY

EARTHWORK
 CUT = 2,330 CY
 FILL = 7,710 CY
 BORROW = 5,380 CY

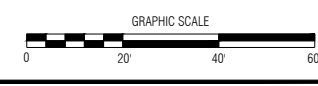
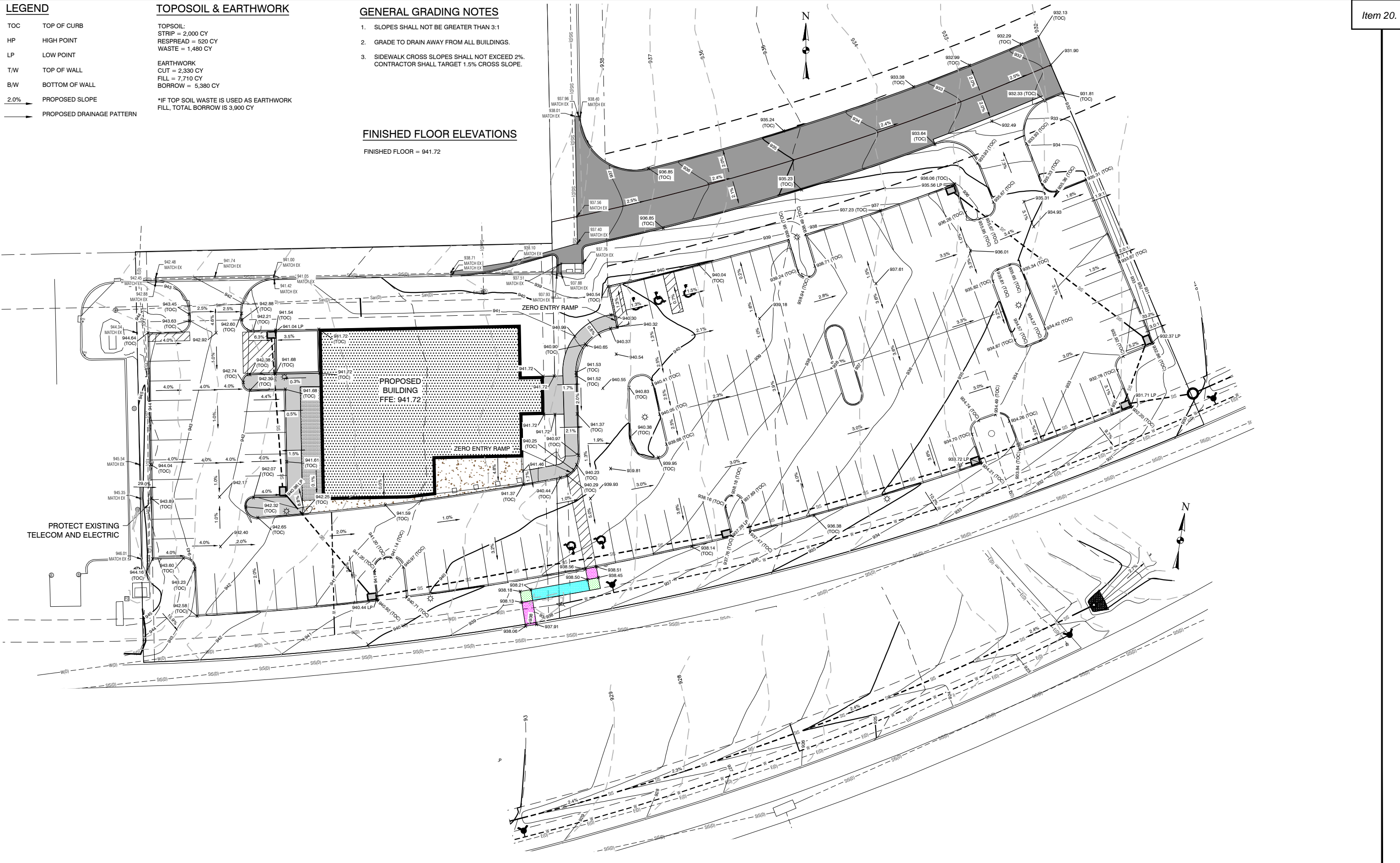
*IF TOP SOIL WASTE IS USED AS EARTHWORK FILL, TOTAL BORROW IS 3,900 CY

GENERAL GRADING NOTES

1. SLOPES SHALL NOT BE GREATER THAN 3:1
2. GRADE TO DRAIN AWAY FROM ALL BUILDINGS.
3. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.

FINISHED FLOOR ELEVATIONS

FINISHED FLOOR = 941.72



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BOULDER TAP HOUSE
 CEDAR FALLS, IOWA

GRADING PLAN

PROJECT NO. 23-DS-021
 SHEET NO. C.300

BLACK HAWK COUNTY, CITY OF CEDAR FALLS
POLLUTION PREVENTION PLAN

ALL CONTRACTORS/SUBCONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT MINIMIZES EROSION AND PREVENTS SEDIMENTS FROM LEAVING THE PROJECT SITE. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE AND IMPLEMENTATION OF THE POLLUTION PREVENTION PLAN (PPP) FOR THEIR ENTIRE CONTRACT. THIS RESPONSIBILITY SHALL BE FURTHER SHARED WITH SUBCONTRACTORS WHOSE WORK IS A SOURCE OF POTENTIAL POLLUTION AS DEFINED IN THIS PPP.

1. SITE DESCRIPTION

THIS POLLUTION PREVENTION PLAN (PPP) IS FOR PINNACLE PRAIRIE IN CEDAR FALLS, IOWA INCLUDING XXXXXX. THIS PPP COVERS APPROXIMATELY 1.86 ACRES WITH AN ESTIMATED 1.85 ACRES BEING DISTURBED. THE PORTION OF THE PPP COVERED BY THIS CONTRACT HAS 1.86 ACRES BEING DISTURBED.

THE PPP IS LOCATED IN AN AREA OF AREDALE LOAM-CLYDE-FLOYD COMPLEX-KENYON LOAM SOIL ASSOCIATION. THE ESTIMATED AVERAGE CURVE NUMBER FOR THIS PPP AFTER COMPLETION WILL BE XXXXXX.

REFER TO THIS SHEET, AND THE GRADING SHEETS FOR LOCATIONS OF TYPICAL SLOPES, DITCH GRADES, AND MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS. A COPY OF THIS PLAN WILL BE ON FILE AT THE PROJECT ENGINEER'S OFFICE. RUNOFF FROM THIS WORK WILL FLOW INTO XXXXXXXX.

2. POTENTIAL SOURCES OF POLLUTION

SITE SOURCES OF POLLUTION GENERATED AS A RESULT OF THIS WORK RELATE TO SILTS AND SEDIMENT WHICH MAY BE TRANSPORTED AS A RESULT OF A STORM EVENT. HOWEVER, THIS PPP PROVIDES CONVEYANCE FOR OTHER NON-PROJECT RUNOFF THAT IS BEYOND THE CONTROL OF THIS PPP. POTENTIALLY THIS RUNOFF CAN CONTAIN VARIOUS POLLUTANTS RELATED TO SITE-SPECIFIC LAND USES. EXAMPLES ARE:

RURAL AGRICULTURAL ACTIVITIES - RUNOFF FROM AGRICULTURAL LAND USE CAN POTENTIALLY CONTAIN CHEMICALS INCLUDING HERBICIDES, PESTICIDES, FUNGICIDES, AND FERTILIZERS.

COMMERCIAL AND INDUSTRIAL ACTIVITIES - RUNOFF FROM COMMERCIAL, INDUSTRIAL, AND COMMERCE LAND USE MAY CONTAIN CONSTITUENTS ASSOCIATED WITH THE SPECIFIC OPERATION. SUCH OPERATIONS ARE SUBJECT TO POTENTIAL LEAKS AND SPILLS WHICH COULD BE COMMINGLED WITH RUNOFF FROM THE FACILITY. POLLUTANTS ASSOCIATED WITH COMMERCIAL AND INDUSTRIAL ACTIVITIES ARE NOT READILY AVAILABLE SINCE THEY ARE TYPICALLY PROPRIETARY.

3. CONTROLS

PRIOR TO BEGINNING GRADING, EXCAVATION, OR CLEARING AND GRUBBING OPERATIONS, SILT FENCE SHALL BE PLACED ALONG THE PERIMETER OF THE AREAS TO BE DISTURBED AT LOCATIONS WHERE RUNOFF CAN MOVE OFFSITE. VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION SHALL BE PRESERVED. AS AREAS REACH THEIR FINAL GRADE, ADDITIONAL SILT FENCE, SILT BASINS, COMPOST FILLED SOCKS, INTERCEPTING DITCHES, SOD FLUMES, LETDOWNS, BRIDGE EDGE DRAINS, AND EARTH DIKES SHALL BE INSTALLED AS SPECIFIED IN THE PLANS AND/OR AS REQUIRED BY THE PROJECT ENGINEER. THIS WILL INCLUDE USING SILT FENCE OR EQUIVALENT AS DITCH CHECKS AND TO PROTECT INTAKES. TEMPORARY STABILIZING MULCH SHALL BE COMPLETED AS THE DISTURBED AREAS ARE CONSTRUCTED. IF CONSTRUCTION ACTIVITY IS NOT PLANNED TO OCCUR IN A DISTURBED AREA FOR AS LEAST 14 DAYS, THE AREA SHALL BE STABILIZED BY TEMPORARY MULCHING IMMEDIATELY. OTHER STABILIZING METHODS SHALL BE USED OUTSIDE THE SEEDING PERIOD.

THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.

AS THE WORK PROGRESSES, ADDITIONAL EROSION CONTROL ITEMS SUCH AS STRAW BALE BARRIER, SEDIMENT TRAPS, AND OTHER APPROPRIATE MEASURES SHALL BE INSTALLED BY THE PRIME OR SUBCONTRACTOR AS DETERMINED BY THE ENGINEER AFTER FIELD INVESTIGATION. THE CONSTRUCTION WILL BE COMPLETED WITH THE ESTABLISHMENT OF PERMANENT PERENNIAL VEGETATION OF ALL DISTURBED AREAS.

4. OTHER CONTROLS

CONTRACTOR DISPOSAL OF UNUSED CONSTRUCTION MATERIALS AND CONSTRUCTION MATERIAL WASTES SHALL COMPLY WITH APPLICABLE STATE AND LOCAL WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC SYSTEM REGULATIONS. IN THE EVENT OF A CONFLICT WITH OTHER GOVERNMENTAL LAWS, RULES AND REGULATIONS, THE MORE RESTRICTIVE LAWS, RULES OR REGULATIONS SHALL APPLY.

5. APPROVED STATE OR LOCAL PLANS

DURING THE COURSE OF THIS CONSTRUCTION, IT IS POSSIBLE THAT SITUATIONS WILL ARISE WHERE UNKNOWN MATERIALS WILL BE ENCOUNTERED. WHEN SUCH SITUATIONS ARE ENCOUNTERED, THEY WILL BE HANDLED ACCORDING TO ALL FEDERAL, STATE AND LOCAL REGULATIONS IN EFFECT AT THE TIME.

6. MAINTENANCE

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL TEMPORARY EROSION CONTROL MEASURES IN PROPER WORKING ORDER, INCLUDING CLEANING, REPAIRING, OR REPLACING THEM THROUGHOUT THE CONTRACT PERIOD. CLEANING OF SILT CONTROL DEVICES SHALL BEGIN WHEN THE FEATURES HAVE LOST 50% OF THEIR CAPACITY.

7. INSPECTIONS

INSPECTIONS SHALL BE MADE JOINTLY BY THE CONTRACTOR AND THE CONTRACTING AUTHORITY (IF APPLICABLE) EVERY SEVEN CALENDAR DAYS. THE CONTRACTOR SHALL IMMEDIATELY BEGIN CORRECTIVE ACTION ON ALL DEFICIENCIES FOUND. THE FINDINGS OF THIS INSPECTION SHALL BE RECORDED IN THE SWPPP BOOKLET OR PROJECT DIARY. THIS PPP MAY BE REVISED BASED ON THE FINDINGS OF THE INSPECTION. THE CONTRACTOR SHALL IMPLEMENT ALL REVISIONS. ALL CORRECTIVE ACTIONS SHALL BE COMPLETED WITHIN 3 CALENDAR DAYS OF THE INSPECTION.

8. NON-STORM DISCHARGES

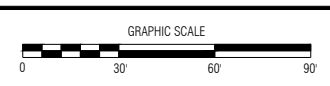
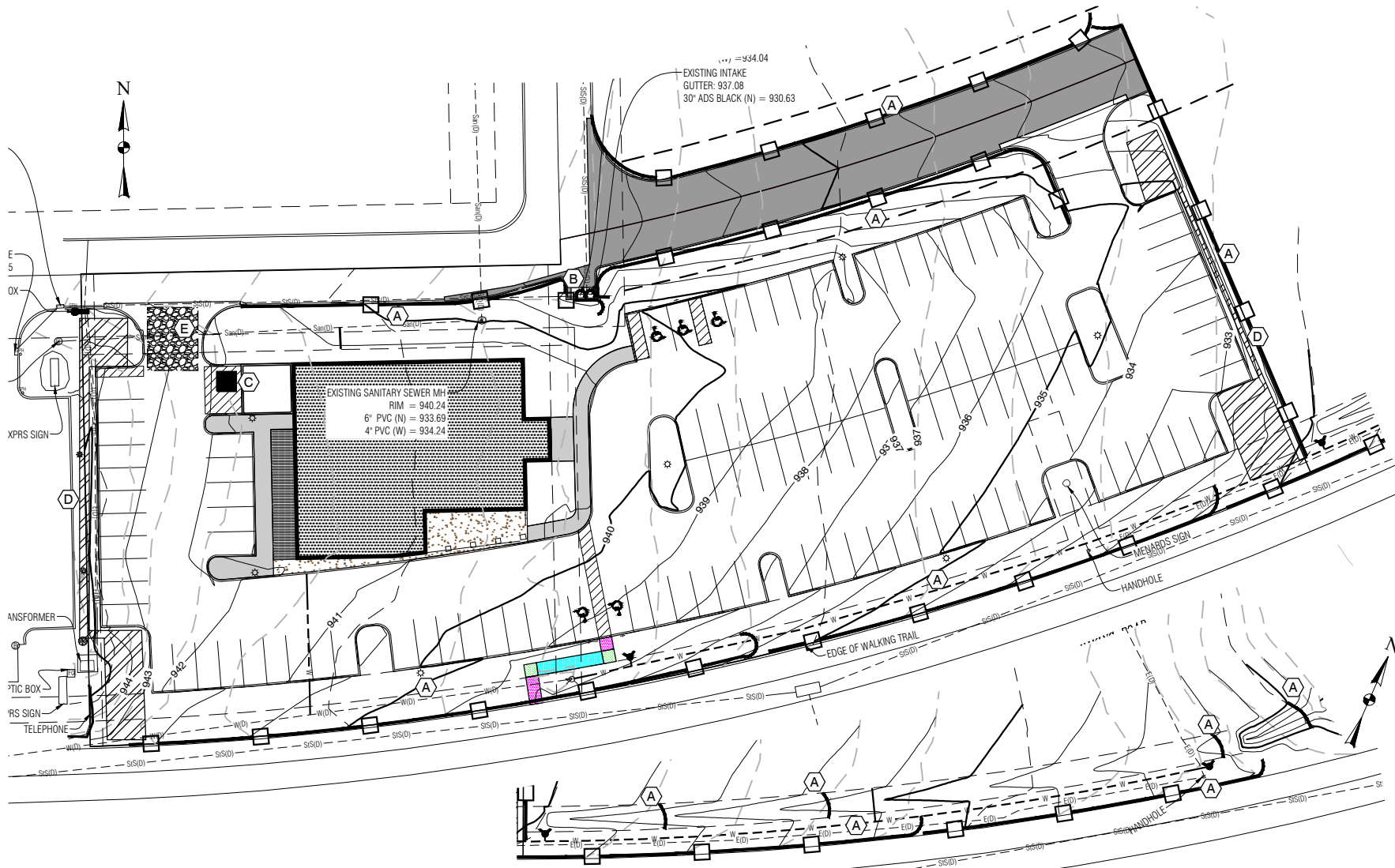
THIS INCLUDES SUBSURFACE DRAINS (I.E. LONGITUDINAL AND STANDARD SUBDRAINS), SLOPE DRAINS AND BRIDGE END DRAINS. THE VELOCITY OF THE DISCHARGE FROM THESE FEATURES MAY BE CONTROLLED BY THE USE OF PATIO BLOCKS, CLASS A STONE OR EROSION STONE.

9. GENERAL NOTES

- A. THE ABOVE PLAN IS NOT THE COMPLETE STORM WATER PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY BY THE CONTRACTOR. IT IS PRIME CONTRACTORS RESPONSIBILITY TO DEVELOP AND UPDATE THE SWPPP PLAN AS NEEDED AS WELL AS CONDUCT ANY NECESSARY INSPECTIONS IN ACCORDANCE WITH IOWA DNR, EPA, AND JURISDICTION GUIDELINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DEFICIENCIES, CORRECTING THOSE DEFICIENCIES IMMEDIATELY AND DOCUMENTING SUCH WITH THE SWPPP. ALL EROSION CONTROL ITEMS EXCEPT THE TURF REINFORCEMENT MAT SHALL BE REMOVED AT THE END OF THE PROJECT.
- B. ALL STOCK PILES NOT INTENDED TO BE REDISTRIBUTED IN 14 DAYS MUST BE SEED OR OTHERWISE CONTROLLED WITH EROSION CONTROL FEATURES IMMEDIATELY AFTER STOCK PILING. STOCK PILE LOCATIONS SHALL BE APPROVED BY THE OWNER.
- C. THE GENERAL CONTRACTOR SHALL PROVIDE CONTAINMENT OF ALL SOURCES OF POTENTIAL POLLUTION INCLUDING FUELING AREA, PORTABLE SANITARY FACILITIES, WASTE DEPOSITORY AREAS (DUMPSTER LOCATIONS), AND OTHER POLLUTION SOURCES. ALL AREAS WHERE CONCRETE TRUCKS ARE WASHED OUT SHALL BE DEFINED AND CONTAINED ON SITE. CONCRETE WASHOUT AREA SHALL BE CLEARLY MARKED AND THE CONTRACTOR SHALL CLEAN OUT THIS AREA PRIOR TO FINALIZING THE PROJECT (INCIDENTAL). ALL EROSION CONTROL DEVICES MUST BE MAINTAINED AS STATED IN THE POLLUTION PREVENTION PLAN.
- D. CONTRACTOR SHALL TAKE PRECAUTIONS TO INSURE THAT EQUIPMENT, VEHICLES, AND PLANTING OPERATIONS DO NOT DISTURB OR DAMAGE EXISTING GRADES, WALLS, DRIVES, PAVEMENT, UTILITIES, PLANTS, LAWNS, IRRIGATION SYSTEMS, AND OTHER FACILITIES. REPAIR, REPLACE, AND/OR RETURN TO ORIGINAL CONDITION ANY DAMAGED ITEM, WITHOUT ADDITIONAL COMPENSATION.
- E. THE CONTRACTOR SHALL PREVENT ACCUMULATION OF EARTH, SILTATION, OR DEBRIS ON ADJOINING PUBLIC OR PRIVATE PROPERTY FROM THE PROJECT SITE. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AT NO COST TO THE OWNER. TAKE REMEDIAL ACTIONS FOR PREVENTION, REPAIR, REPLACE, AND/OR RETURN TO ORIGINAL CONDITION, WITHOUT ADDITIONAL COMPENSATION.
- F. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACTOR'S BASE BID.

10. CONSTRUCTION NOTES:

- (A) INSTALL SILT FENCE OR COMPOST FILLED SOCK - TO BE REMOVED AT THE END OF THE PROJECT.
- (B) INSTALL INLET PROTECTION - TO BE REMOVED AT THE END OF THE PROJECT.
- (C) INSTALL CONCRETE WASH OUT AREA - TO BE REMOVED & RESTORED AT THE END OF THE PROJECT.
- (D) ROLLED MULCH OR ROLLED STRAW MATT PER SUDAS
- (E) INSTALL STABILIZED CONSTRUCTION ENTRANCE.



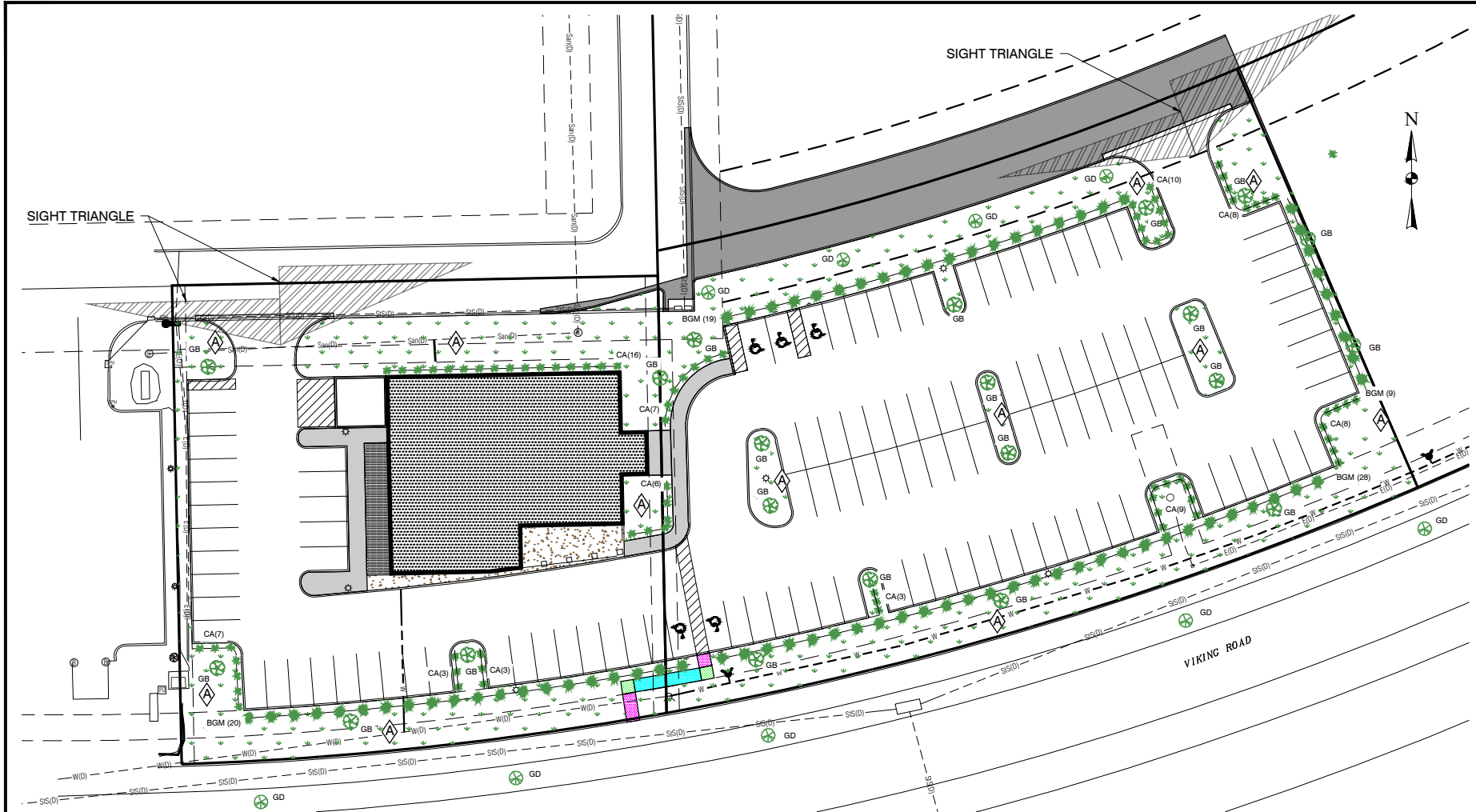
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BOULDER TAP HOUSE
CEDAR FALLS, IOWA

STORM WATER POLLUTION PREVENTION PLAN



CITY ORDINANCE:

- IF THE DEVELOPMENT SITE INCLUDES INTERNAL STREETS OR PRINCIPAL ACCESSWAYS A 20-FOOT SETBACK CONSISTING OF LANDSCAPE MATERIAL SHALL BE PROVIDED ADJACENT TO SAID STREET RIGHT-OF-WAY OR PRINCIPAL ACCESSWAY. NO STRUCTURE OR PARKING AREAS WILL BE ALLOWED WITHIN THIS SETBACK AREA. ALL SIGNAGE SHALL PROVIDE A TEN-FOOT SETBACK FROM THE PROPERTY LINE ALONG ALL PUBLIC RIGHTS-OF-WAY AND PRINCIPAL ACCESSWAYS. ALL SIGNAGE INSTALLED PRIOR TO SEPTEMBER 19, 2016, SHALL BE CONSIDERED CONFORMING SIGNS.
- LANDSCAPING/OPEN SPACE REQUIREMENTS. THE MINIMUM REQUIRED LANDSCAPE AREA SHALL BE TEN PERCENT OF THE TOTAL DEVELOPMENT SITE AREA OF THE REQUIRED DISTRICT EXCLUDING THE PERIMETER SETBACK AREA AS SPECIFIED HEREIN. IT IS THE INTENT OF THIS REGULATION THAT IN LARGER DEVELOPMENT SITES OPEN SPACE AND LANDSCAPE AREAS SHOULD BE DISTRIBUTED THROUGHOUT THE DEVELOPMENT SITE RATHER THAN ISOLATED IN ONE AREA OF THE SITE. A MINIMUM OF 0.02 POINTS PER SQUARE FOOT OF TOTAL DEVELOPMENT SITE AREA SHALL BE ACHIEVED WITH PLANTING OF A COMBINATION OF TREES AND SHRUBBERY. IF, IN THE JUDGMENT OF THE PLANNING AND ZONING COMMISSION THE REQUIRED NUMBER OF POINTS RESULT IN AN EXCESSIVE NUMBER OF PLANTINGS, UP TO TEN PERCENT OF THE TOTAL REQUIRED POINTS CAN BE ASSIGNED TO OPEN GREEN SPACE AT THE RATE OF ONE POINT FOR EACH 500 SQUARE FEET OF OPEN GREEN SPACE.
- STREET TREE PLANTING. A MINIMUM OF 0.75 POINTS PER LINEAR FOOT OF STREET FRONTAGE SHALL BE REQUIRED.
- PARKING AREAS. IN ADDITION TO THE OPEN SPACE AND LANDSCAPING REQUIREMENTS SPECIFIED HEREIN, TREE PLANTINGS AND OTHER LANDSCAPE TREATMENTS SHALL BE REQUIRED WITHIN DESIGNATED PARKING AREAS. THE INTENT OF THIS REQUIREMENT SHALL BE TO PROVIDE SHADE AND VISUAL RELIEF IN LARGE PARKING AREAS. IT IS RECOMMENDED THAT AT LEAST ONE OVERSTORY TREE BE ESTABLISHED FOR EVERY 15 PARKING STALLS OR 2,500 SQUARE FEET OF HARD SURFACED PARKING SPACE AREA. SAID TREES SHALL BE PROVIDED WITH A PROTECTED ISLAND AND ADEQUATE PERMEABLE SURFACE AREA TO PROMOTE GROWTH AND FULL MATURITY. SHRUBBERY, UNDERSTORY TREES, OR LANDSCAPE BERMS ARE TO BE REQUIRED AROUND THE PERIMETER OF ALL PARKING AREAS CONTAINING TEN OR MORE PARKING STALLS.
- MEASURED COMPLIANCE. THE POINT SCHEDULE BELOW AND CONDITIONS APPLY TO REQUIRED LANDSCAPING IN ALL ZONES AND SHALL BE USED IN DETERMINING ACHIEVED POINTS FOR REQUIRED PLANTING:

LANDSCAPE NOTES:

- PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWING SHALL PREVAIL IF CONFLICT OCCURS. CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BASING BID ACCORDINGLY.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD BARK MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3". WALNUT PRODUCTS ARE PROHIBITED.
- KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI 260-2004, OR MOST RECENT EDITION.
- THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE ENGINEER.
- THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
- SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE ENGINEER FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
- ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT SCHEDULE. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON DRAWINGS.
- STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.

LANDSCAPE CONSTRUCTION NOTES:

- TYPE 1 LAWN MIXTURE (HYDROSEED OR SOD)

SITE INFORMATION:

TOTAL SITE AREA = 83,043 S.F.

EXISTING

- GREEN SPACE AREA = 80,028 S.F.
- ACCESS ROADWAY = 3015 S.F.
- GRAVEL AREA = 0 S.F.
- EXISTING BUILDING AREA = 0 S.F.

PROPOSED

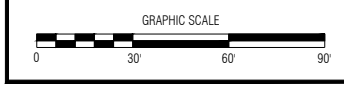
- GREEN SPACE AREA = 24,384 S.F.
- ALL IMPERVIOUS AREAS (W/O BUILDING) = 51,530 S.F.
- PROPOSED BUILDING AREA = 7,130 S.F.

OPEN SPACE REQUIREMENTS

DESCRIPTION	REQUIRED	PROVIDED
TOTAL DEVELOPED SITE AREA	-	83,043 S.F.
GREEN SPACE	10%	24,384 S.F. (29.4%)

POINT SCHEDULE			
DESCRIPTION	POINTS / UNIT	PROPOSED STREET	PROPOSED ENTIRE SITE
OVERSTORY TREES			
4" CALIPER OR GREATER	100		
3" CALIPER OR GREATER	90		
2" CALIPER OR GREATER	80	9	21
UNDERSTORY TREES			
2" CALIPER OR GREATER	40		
1.5" CALIPER OR GREATER	30		
1" CALIPER OR GREATER	20		
SHRUBS			
5 GALLON OR GREATER	10		
2 GALLON OR GREATER	5		76
CONIFERS			
10' HEIGHT OR GREATER	100		
8' HEIGHT OR GREATER	90		
6' HEIGHT OR GREATER	80		
5' HEIGHT OR GREATER	40		
4' HEIGHT OR GREATER	30		
3' HEIGHT OR GREATER	20		
TOTAL POINTS		960	2060
REQUIRED (0.02 X 83,043 SF AREA)	1661		
REQUIRED (0.75 X 934LF STREET)	701		
REQUIRED (1 OVERSTORY TREE PER 2500 SF PARKING) 45,500 SF PARKING LOT	19		
Overall Combined Points		3020	

PLANT SCHEDULE				
KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
Overstory Trees				
GD	GYMNOCLADUS DIOICA 'ESPRESSO'	ESPRESSO KENTUCKY COFFEE	9	2" CALIPER
GB	GINKO BILOBA	GINKO (MALE ONLY)	21	2" CALIPER
Shrubs				
BGM	BUXUS X 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	76	#3 CNT
Ornamental Grasses				
CA	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	80	#1 (12" TALL X 6" WIDE)



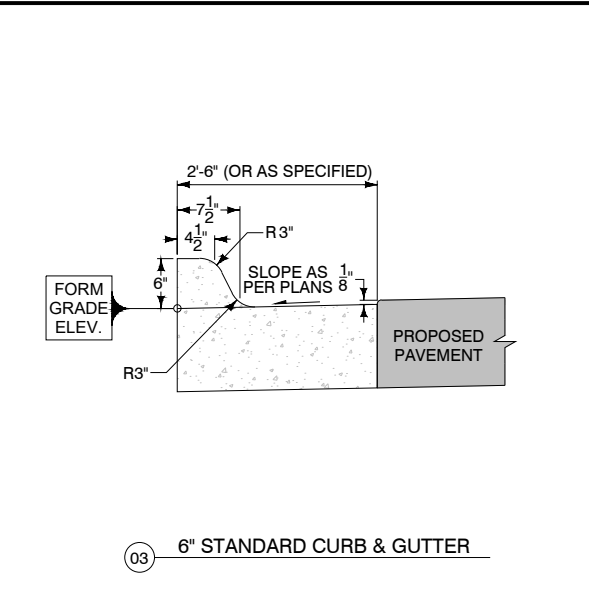
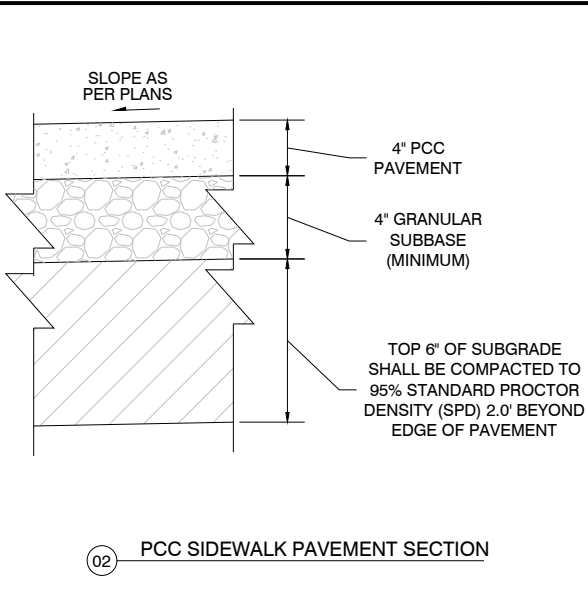
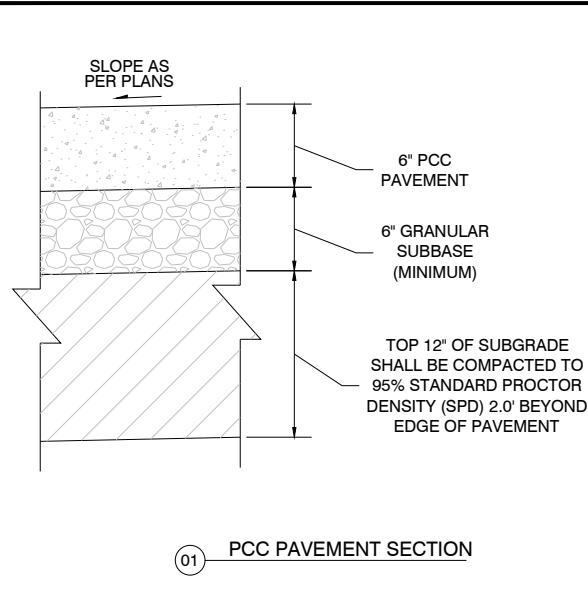
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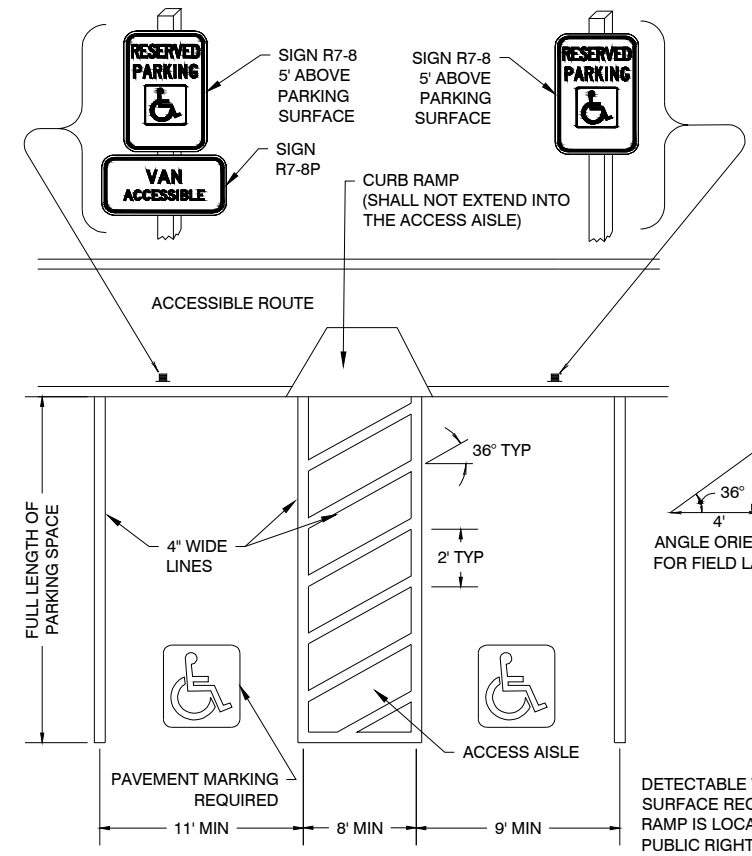
LANDSCAPING



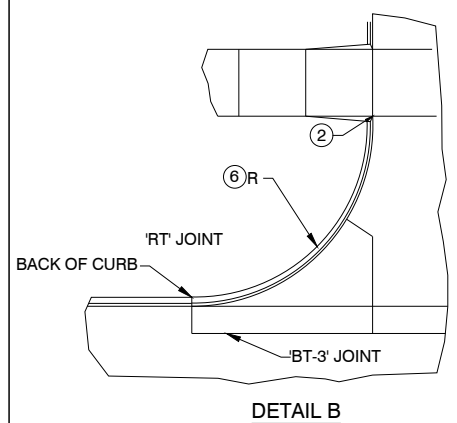
01 PCC PAVEMENT SECTION

02 PCC SIDEWALK PAVEMENT SECTION

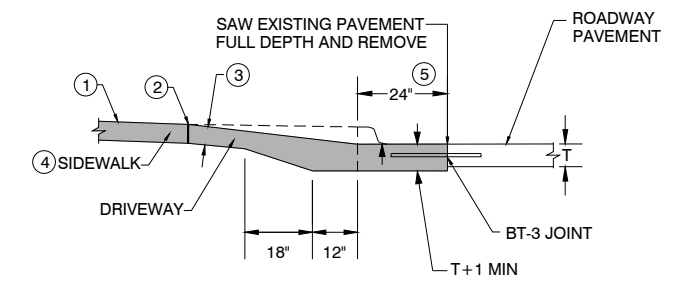
03 6" STANDARD CURB & GUTTER



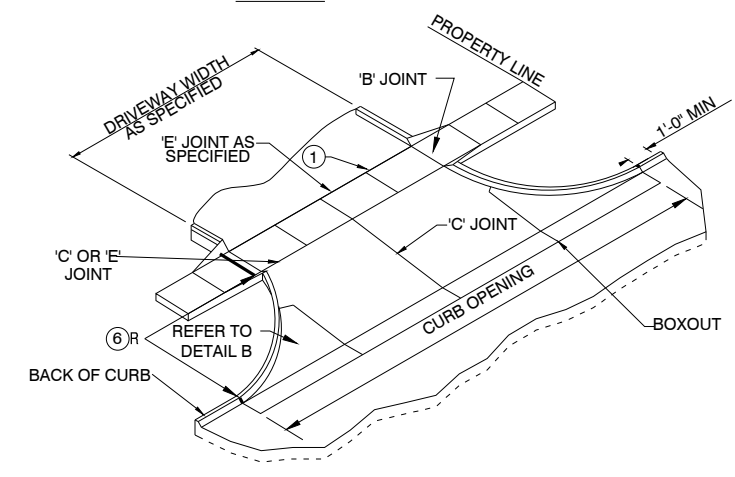
04 DOUBLE-ACCESSIBLE PARKING SPACE



DETAIL B



SECTION A-A



05 CONCRETE DRIVEWAY, TYPE B WITH RADII

- ① CROSS SLOPE AT SIDEWALK SHALL NOT EXCEED 2%.
 - ② TRANSITION THE CURB HEIGHT TO 0 INCHES AT END OF TAPER/RADIUS OR AT THE FRONT EDGE OF SIDEWALK. DO NOT EXTEND RAISED CURB ACROSS SIDEWALK.
 - ③ PAVEMENT THICKNESS = 8".
 - ④ SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.
 - ⑤ IF LONGITUDINAL JOINT IS LOCATED 48 INCHES OR LESS FROM THE BACK OF CURB, EXTEND BOXOUT TO JOINT LINE. FULL DEPTH SAW CUT IS STILL REQUIRED.
- DRIVEWAY RADIUS (R) AS SPECIFIED IN THE CONSTRUCTION DOCUMENTS

SUDAS REFERENCED DETAILS	
FIGURE NUMBER	NAME
4040.231	SUBDRAINS
4040.232	SUBDRAIN CLEANOUTS
7030.102	CONCRETE DRIVEWAY, TYPE B
7030.201	CLASSES OF SIDEWALK
7030.204	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.207	CURB RAMP FOR CLASS B OR C SIDEWALK
7030.210	DETECTABLE WARNING PLACEMENT
9040.102	FILTER BERM & FILTER SOCK
9040.110	RIP RAP FOR PIPE OUTLET ONTO FLAT GROUND
9040.119	SILT FENCE
9040.120	STABILIZED CONSTRUCTION ENTRANCE

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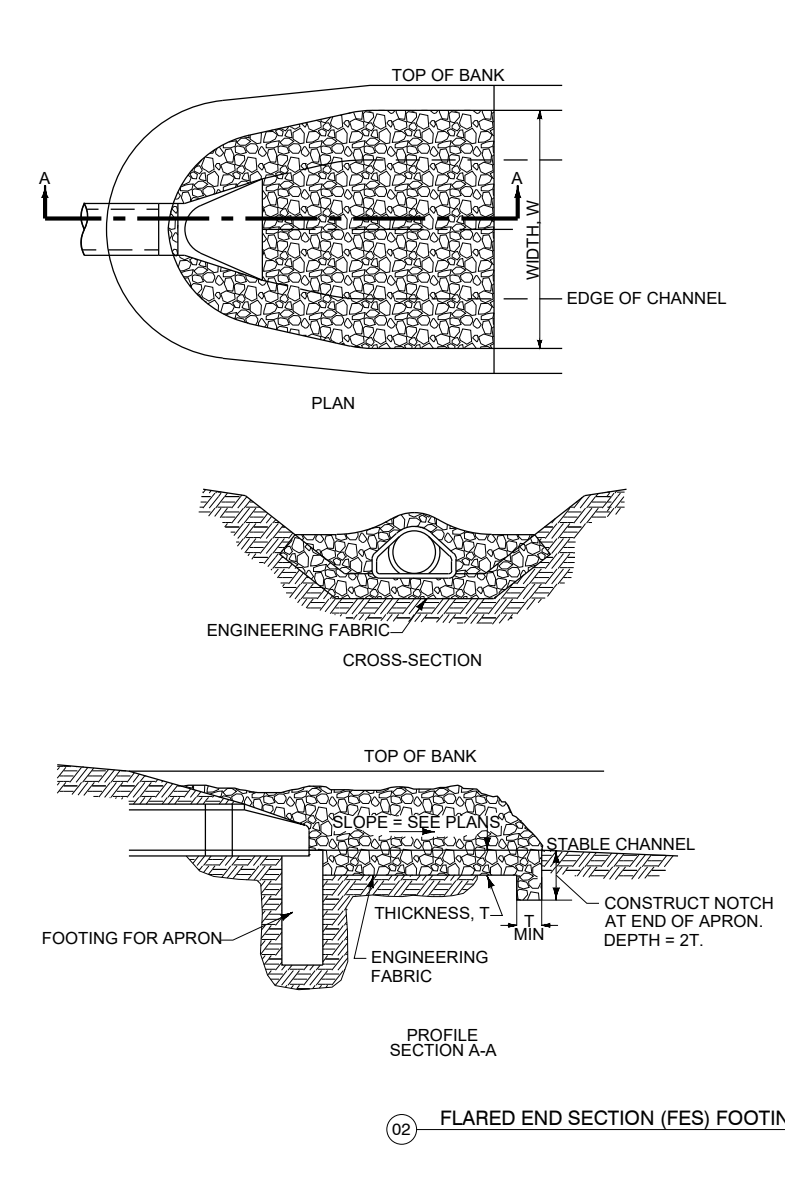
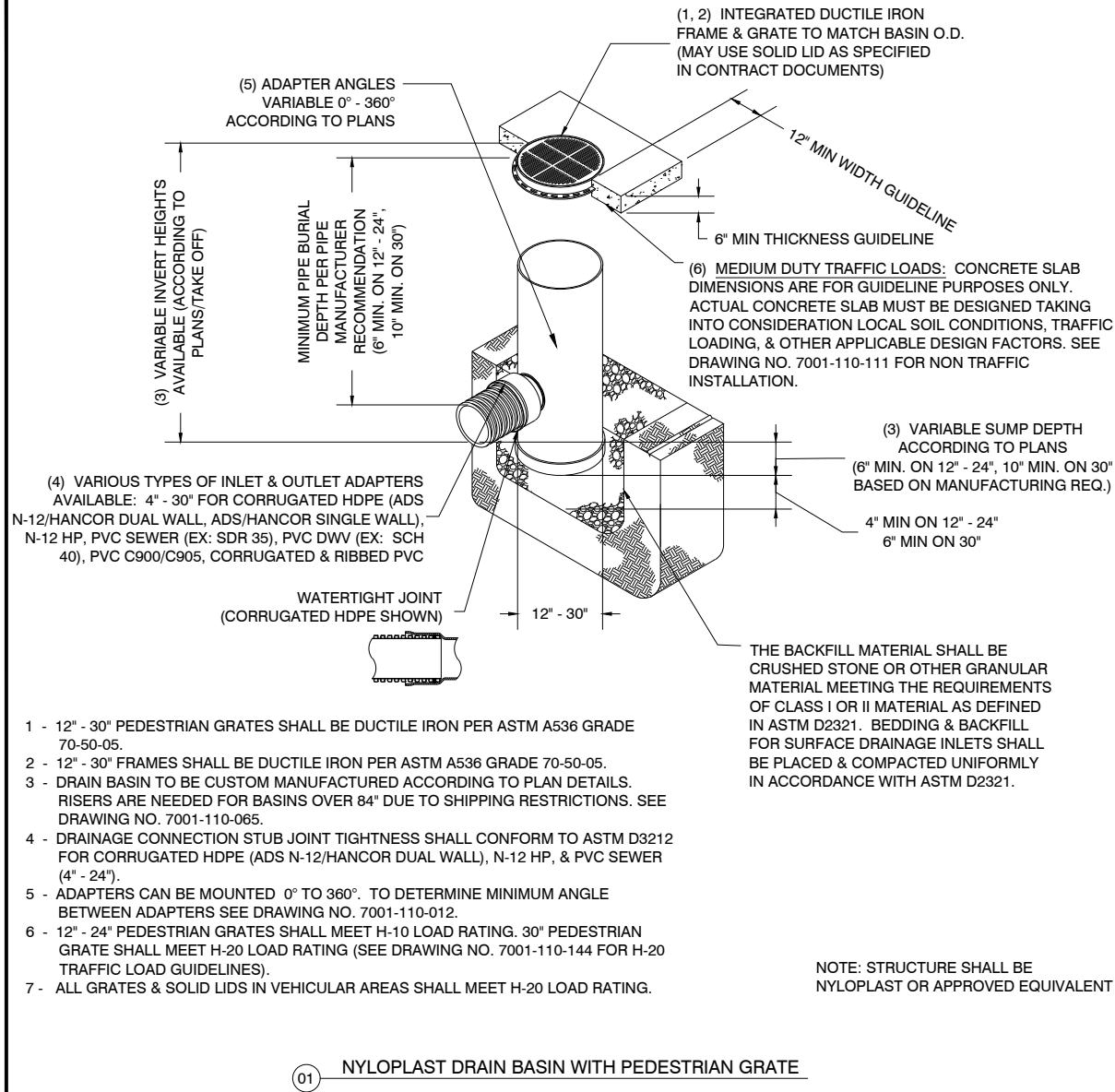
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BOULDER TAP HOUSE
 CEDAR FALLS, IOWA

TYPICAL DETAILS

PROJECT NO. 23-DS-021
 SHEET NO. C.500

J:\23-DS-021\Drawings\23-DS-021-01-C.500-DETAILS.dwg - C.500 - 03-21-24 - 10:37am - ikosmann



REINFORCING BAR LIST

D	W	Mark	Size	Length	Count
12"	2'-4"	4f1	4	2'-0"	3
		4f2	4	3'-8"	2
15"	2'-10 1/2"	4f1	4	2'-6 1/2"	3
		4f2	4	3'-8"	2
18"	3'-5"	4f1	4	3'-1"	3
		4f2	4	3'-8"	3
24"	4'-6"	4f1	4	4'-2"	3
		4f2	4	3'-8"	3
30"	5'-7"	4f1	4	5'-3"	3
		4f2	4	3'-8"	4
36"	6'-8"	4f1	4	6'-4"	3
		4f2	4	3'-8"	5
42"	7'-3"	4f1	4	6'-11"	3
		4f2	4	3'-8"	5

D	W	Mark	Size	Length	Count
48"	7'-10"	4f1	4	7'-6"	3
		4f2	4	3'-8"	6
54"	8'-5"	4f1	4	8'-1"	3
		4f2	4	3'-8"	6
60"	8'-11"	4f1	4	8'-7"	3
		4f2	4	3'-8"	6
66"	8'-11"	4f1	4	8'-7"	3
		4f2	4	3'-8"	6
72"	10'-0"	4f1	4	9'-8"	3
		4f2	4	3'-8"	7
78"	10'-7"	4f1	4	10'-3"	3
		4f2	4	3'-8"	7
84"	11'-1"	4f1	4	10'-9"	3
		4f2	4	3'-8"	8

- 1 - 12" - 30" PEDESTRIAN GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
- 2 - 12" - 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
- 3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. SEE DRAWING NO. 7001-110-065.
- 4 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
- 5 - ADAPTERS CAN BE MOUNTED 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
- 6 - 12" - 24" PEDESTRIAN GRATES SHALL MEET H-10 LOAD RATING. 30" PEDESTRIAN GRATE SHALL MEET H-20 LOAD RATING (SEE DRAWING NO. 7001-110-144 FOR H-20 TRAFFIC LOAD GUIDELINES).
- 7 - ALL GRATES & SOLID LIDS IN VEHICULAR AREAS SHALL MEET H-20 LOAD RATING.

THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I OR II MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

NOTE: STRUCTURE SHALL BE NYLOPLAST OR APPROVED EQUIVALENT

01 NYLOPLAST DRAIN BASIN WITH PEDESTRIAN GRATE

02 FLARED END SECTION (FES) FOOTING & RIP-RAP APRON FOR PIPE OUTLET INTO CHANNEL

J:\23-DS-0214\dwg\5_Sherite\23-DS-0214 C.500 DETAILS.dwg - C.501 - 03-21-24 - 10:37am - ikosmann

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0256
www.cgaconsultants.com







DESIGNED: _____ DATE: _____
DRAWN: _____ DATE: _____
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

BOULDER TAP HOUSE
CEDAR FALLS, IOWA

TYPICAL DETAILS



EXTERIOR FINISH MATERIALS





-  THIN VENEER STONE
ASHEN DRY STACK
-  ENGINEERED WOOD SOFFIT & TRIM
COLOR: CANYON
-  ENGINEERED 8" WOOD SIDING A
COLOR: CHESTNUT
-  ENGINEERED 8" WOOD SIDING B
COLOR: GRAPHITE
-  UNA-CLAD FLUSH FASCIA PANEL
COLOR: MATTE BLACK
-  STANDING SEAM METAL ROOF
COLOR: MATTE BLACK

1 PROPOSED EAST ELEVATION
1" = 10'-0" FENESTRATIONS = 25%



2 PROPOSED NORTH ELEVATION
1" = 10'-0" FENESTRATIONS = 14%

EXTERIOR FINISH MATERIALS

-  THIN VENEER STONE
ASHEN DRY STACK
-  ENGINEERED WOOD SOFFIT & TRIM
COLOR: CANYON
-
-
-
-  UNA-CLAD FLUSH FASCIA PANEL
COLOR: MATTE BLACK
-  STANDING SEAM METAL ROOF
COLOR: MATTE BLACK



2 PROPOSED WEST ELEVATION
1" = 10'-0" FENESTRATIONS = 2%



1 PROPOSED SOUTH ELEVATION
1" = 10'-0" FENESTRATIONS = 26%



Project:
BOULDER TAP HOUSE

Date:
2/14

FUSION
ARCHITECTS, INC.

Date:

2/14



Project:
BOULDER TAP HOUSE

Project Number:
23-14810

FUSION
ARCHITECTS, INC.

Date:
2/14



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
 Matthew Tolan, EI, Civil Engineer II
DATE: May 20, 2024
SUBJECT: Replat of lots 25 and 26 of West Fork Crossing

REQUEST: West Fork Crossing 1st Addition Lot 25 and Lot 26 Minor Subdivision Plat
 (Case # MP24-001)

PETITIONER: Emsad and Edita Begic, Owners; Nick Brewer P.E, applicant

LOCATION: 1814 and 1830 Breckenridge Street

PROPOSAL

The Begics purchased 1814 and 1830 Breckenridge Street (West Fork Crossing First Addition Lots 25 and 26) to build one large single-family house. After designing their house, they realized that they would only need part of Lot 25. The Begics request a minor plat to increase the size of Lot 26 to accommodate the large house, but maintain Lot 25 as a buildable lot for another house in the future.

BACKGROUND

1814 and 1830 Breckenridge Street are part of the newly created plat of West Fork Crossings First Addition. The City Council approved the final plat and accepted the improvements in January of 2024. The subdivision is within the R-1 Zoning District. A 20-foot drainage and utility easement straddles the shared property line. There is a storm sewer pipe that was installed within this easement. Stormwater flows from the street through this pipe and outlets into the stormwater basin located to the rear of these lots.

ANALYSIS

The applicant proposes to shift the lot line to increase the size of Lot 26, thus reducing the size of Lot 25. The minimum lot size for a one-unit dwelling in the R-1 Zoning District is 9,000 square feet with a minimum lot width of 75 feet. The proposal meets the minimum lot size requirement as the applicant proposes Parcel B (Lot 25) to be 11,630 square feet and 80 feet wide at the front setback line, while Parcel C (Lot 26) will increase in size to 22,248 square feet.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed plat. Cedar Falls Utilities (CFU) has reviewed the Minor Plat for Lots 25-26 of the West Fork Crossing development. The existing utility box and stormwater intake will remain in place, so the driveway will have to be constructed in a manner that will not interfere with this infrastructure and will be reviewed with the site plan submitted with the building permit.

The property is located outside the floodplain overlay district.

A courtesy mailing was sent to the neighboring property owners.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Planning and Zoning Commission reviewed Minor Plat case #MP24-001, and recommends approval with the following stipulations:

1. Any comments or direction specified by the Planning and Zoning Commission.
2. Conformance with all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Discussion
5/8/2024

The first item of business was a minor subdivision plat for West Fork Crossing 1st Addition, Replat of Lots 25 and 26. Chair Hartley introduced the item and Stalnaker abstained from this item. Ms. Pezley provided background information, explaining that the owner would like to change the lot line between lots 25 and 26 of West Fork Crossing Addition. The site is located east of Union Road, south of 12th Street and northwest of the new high school location. She discussed the criteria for R-1 zoning district and provided the statistics for each lot being considered. She discussed the proposed uses, noting they will be single-family with driveway over the 20' utility and drainage easements. Staff recommends approval with any comments or direction specified by the Commission and conformance with all staff recommendations and technical requirements.

Nick Brewer was available to represent the owner for any questions.

Commission members had a few questions regarding any potential problems with the storm sewer under the driveway. Ms. Howard explained that the owner understands that if any maintenance is needed for the storm sewer, they will be responsible to replace anything that is removed for said maintenance.

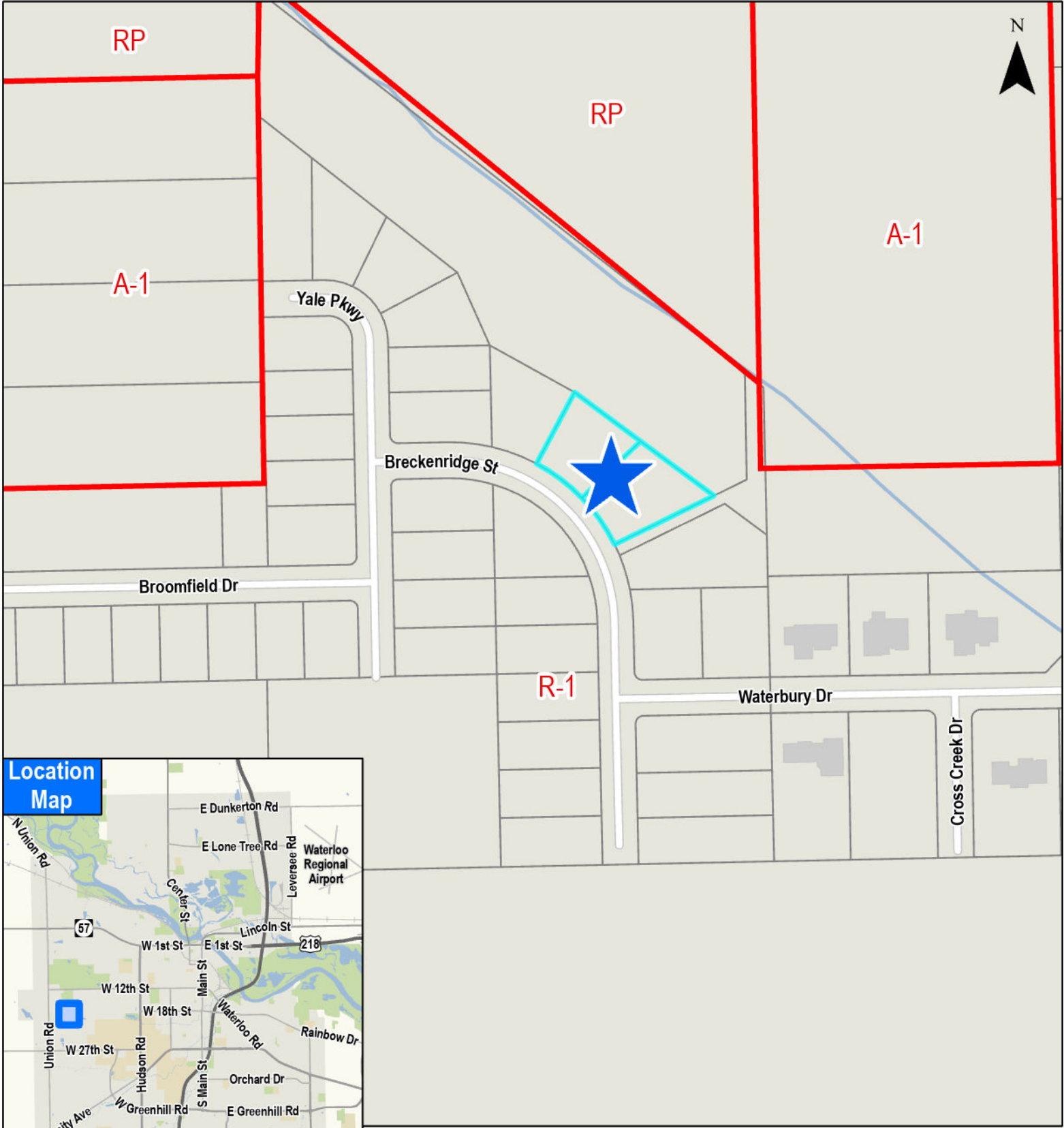
Bob Manning, executive director for Cedar Valley Homebuilder's Association, spoke in favor of the plat and expressed gratitude for the work being done to encourage development. 00

Moser made a motion to approve the item. Henderson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), 0 nays, and one abstention (Stalnaker).

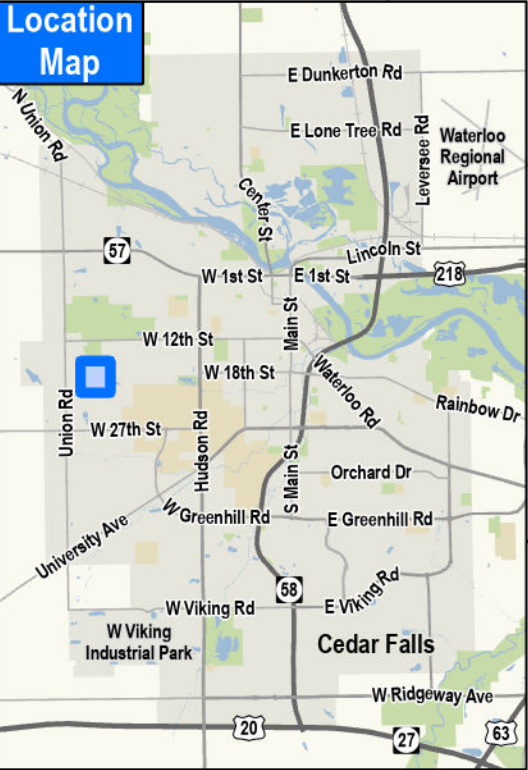
Cedar Falls Planning and Zoning

May 8, 2024

Item 21.

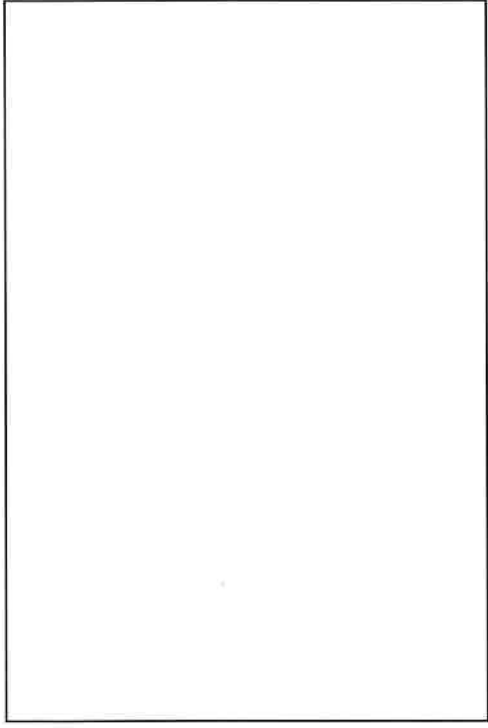


Location Map



**Minor Plat for Lot 25 and 26
of West Fork Crossing First Addition
(MP24-001)**

RECORDER'S INDEX	
COUNTY:	BLACK HAWK
SECTION:	15-189N-R14W
QUARTER SECTION:	NW
CITY:	CEDAR FALLS
SUBDIVISION:	WEST FORK CROSSING FIRST ADDITION
BLOCK:	N/A
LOT(S):	PARCEL B AND PARCEL C (IN LOTS 25 AND 26)
PROPRIETORS:	EMSAD BEGIC AND EDITA BEGIC
REQUESTED BY:	NICK BREWER (BREWER CIVIL, LLC)



FOR RECORDER'S USE ONLY

PREPARED BY/RETURN TO: MOORE LAND SERVICES, L.L.C., 13789 DOMINO ROAD, ELKADER, IA 52043 - PH: (563) 329-1051

PLAT OF SURVEY

"WEST FORK CROSSING FIRST ADDITION LOT 25 AND LOT 26 MINOR SUBDIVISION PLAT"

A REPLAT OF LOT 25 & 26 OF "WEST FORK CROSSING FIRST ADDITION", CEDAR FALLS, IOWA

NOTE: THIS IS A MINOR SUBDIVISION PLAT OF LOT 25 AND 26 OF WEST FORK CROSSING FIRST ADDITION, CEDAR FALLS, IOWA, AS SHOWN ON THE FINAL PLAT RECORDED IN FILE 2024-00009432, ON FILE IN THE BLACK HAWK COUNTY RECORDER'S OFFICE, WATERLOO, IOWA. FOR THIS MINOR SUBDIVISION PLAT, THE BLACK HAWK COUNTY AUDITOR HAS DESIGNATED THESE PARCELS AS "PARCEL B" AND "PARCEL C".

SURVEY DESCRIPTIONS:

PARCEL B

PARCEL B IN LOT 25 OF WEST FORK CROSSING FIRST ADDITION, CEDAR FALLS, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 25;
 THENCE SOUTH 52°27'01" EAST (ASSUMED BEARING), 104.59 FEET ALONG THE NORTHERLY LINE OF SAID LOT;
 THENCE SOUTH 42°44'15" WEST, 131.79 FEET TO THE SOUTHERLY LINE OF SAID LOT 25;
 THENCE NORTHWESTERLY 72.92 FEET ALONG A NON-TANGENT 305.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF NORTH 54°06'43" WEST, 72.75 FEET) ALONG THE SOUTH LINE OF SAID LOT 25 TO THE SOUTHWESTERLY CORNER THEREOF;
 THENCE NORTH 29°02'19" EAST, 134.84 FEET, ALONG THE WESTERLY LINE OF SAID LOT 25 TO THE POINT OF BEGINNING;
 CONTAINING 0.267 ACRE, SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD AND NOT OF RECORD.

PARCEL C

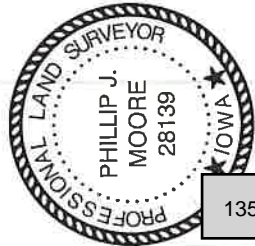
PARCEL C IN LOT 25 AND 26 OF WEST FORK CROSSING FIRST ADDITION, CEDAR FALLS, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 25;
 THENCE SOUTH 52°27'01" EAST (ASSUMED BEARING), 104.59 FEET ALONG THE NORTHERLY LINE OF SAID LOT TO THE POINT OF BEGINNING;
 THENCE CONTINUING SOUTH 52°27'01" EAST, 184.69 FEET ALONG THE NORTHERLY LINES OF SAID LOT 25 AND 26 TO THE NORTHEASTERLY CORNER OF SAID LOT 26;
 THENCE SOUTH 64°48'53" WEST, 184.37 FEET ALONG THE EASTERLY LINE OF SAID LOT 26 TO THE SOUTHEASTERLY CORNER THEREOF;
 THENCE NORTHWESTERLY 117.52 FEET ALONG A NON-TANGENT 305.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF NORTH 36°13'26" WEST, 116.80 FEET) ALONG THE SOUTHERLY LINES OF SAID LOT 26 AND LOT 25;
 THENCE NORTH 42°44'15" EAST, 131.79 FEET TO THE POINT OF BEGINNING;
 CONTAINING 0.511 ACRE, SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD AND NOT OF RECORD.

LEGEND

- FOUND 1/2"Ø IRON PIPE W/GPC #19880
- ⊙ SET 1/2"Ø REBAR W/OPC #28139
- ▬ SURVEY BOUNDARY
- ▬ EXISTING PROPERTY LINE
- ▬ EASEMENT LINE
- ▬ SETBACK LINE
- (R) PREVIOUSLY RECORDED AS
- OPC ORANGE PLASTIC CAP
- GPC GREEN PLASTIC CAP
- FO COMMUNICATION LINE
- G GAS MAIN
- SD STORM SEWER PIPE
- SAN SANITARY SEWER PIPE
- W WATER PIPE
- UE UNDERGROUND UTILITY LINE
- DT DRAINAGE TILE
- SSV SANITARY SEWER SERVICE LINE
- WSV WATER SERVICE LINE
- Ⓢ SANITARY MANHOLE
- M WATER VALVE
- ⬆ FIRE HYDRANT
- ⊠ STORM SEWER INTAKE
- ⊠ RCP APRON END SECTION

REVISIONS		
REV. #	DESCRIPTION	DATE
#1	TECH REVIEW UPDATES FROM 4/2/24	4/16/24
#2	ADDED PARCEL SQUARE FEET TO PLAT	4/26/24
#3	REMOVED "UTILITY EASEMENT" FROM 20' DRAINAGE EASEMENT ON PARCEL DIVISION LINE	4/29/24
#4	PLACED LINE TO DELINEATE UTILITY & DRAINAGE EASEMENT FROM 20' DRAINAGE EASEMENT ON PARCEL DIVISION LINE	5/9/24

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



Phillip J. Moore
 Phillip J. Moore, P.L.S.
 License Number: 28139
 My license renewal date is December 31, 2024.
 Sheets covered by this seal: SHEETS 1 THROUGH 3

Date: *5-10-2024*

MOORE LAND SERVICES, L.L.C.

JOB NUMBER: 24-015

SURVEY COMPLETED ON: MAY 10, 2024
 SHEET NUMBER: 1 OF 3

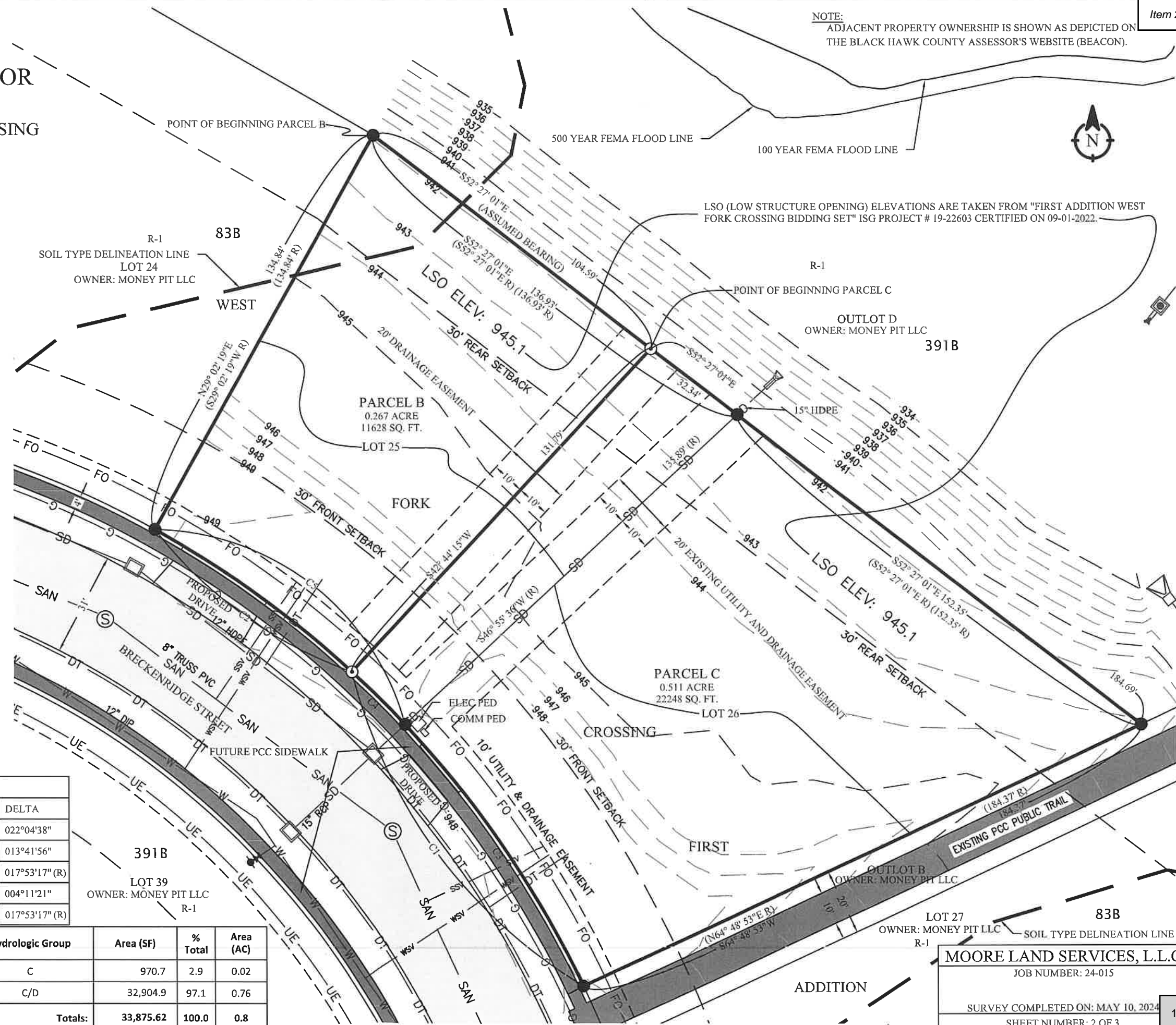
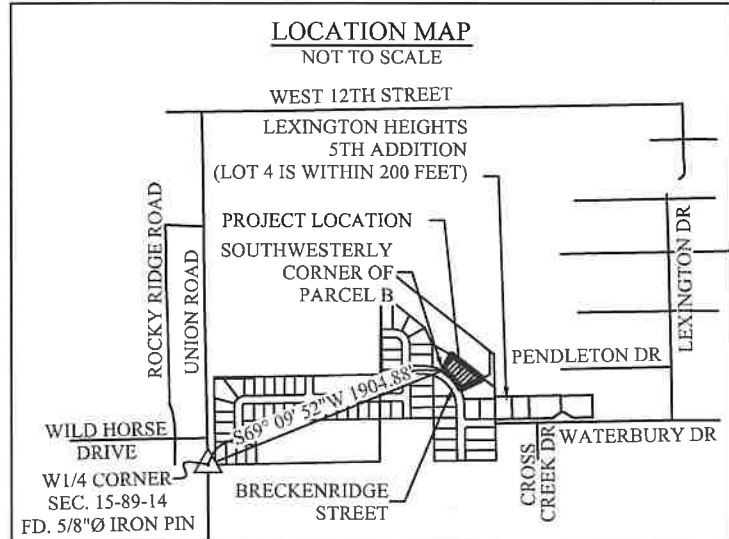
Item 21.

PLAT OF SURVEY

"WEST FORK CROSSING FIRST ADDITION LOT 25 AND LOT 26 MINOR SUBDIVISION PLAT"

A REPLAT OF LOT 25 & 26 OF "WEST FORK CROSSING FIRST ADDITION", CEDAR FALLS, IOWA

NOTE: ADJACENT PROPERTY OWNERSHIP IS SHOWN AS DEPICTED ON THE BLACK HAWK COUNTY ASSESSOR'S WEBSITE (BEACON).



SURVEY PERFORMED FOR:

EMSAD BEGIC
808 18TH STREET
CEDAR FALLS, IA 50613

PROPRIETORS:

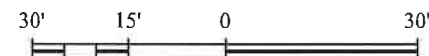
EMSAD BEGIC AND EDITA BEGIC

LOT 25 ADDRESS:
1814 BRECKENRIDGE STREET
CEDAR FALLS, IA 50613

PROFESSIONAL LAND SURVEYOR

MOORE LAND SERVICES, LLC
13789 DOMINO ROAD
ELKADER, IOWA 52043
SURVEYOR: PHILLIP J. MOORE, P.L.S.
563-329-1051
phil@moorelandservices.us

LOT 26 ADDRESS:
1820 BRECKENRIDGE STREET
CEDAR FALLS, IA 50613



GRAPHIC SCALE IN FEET
SCALE: 1"=30'
SEE SHEET 1 FOR LEGEND

CURRENT ZONING

R-1 (1 AND 2 UNIT RESIDENTIAL)

BUILDING SETBACKS

FRONT - 30'
SIDE - 10% - 20% OF LOT WIDTH
(SIDE YARD SETBACK NOT SHOWN DUE TO IT BEING VARIABLE)
REAR - 30 FEET

NOTE:

THE UNADJUSTED ERROR OF CLOSURE FOR BOTH PARCELS IS BETTER THAN 1:5,000

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH	DELTA
C1	117.52'	305.00'	N 36°13'26" W	116.80'	022°04'38"
C2	72.92'	305.00'	N 54°06'43" W	72.75'	013°41'56"
C3	95.22' (R)	305.00' (R)	N 34°07'46" W	94.84'	017°53'17" (R)
C4	22.30'	305.00'	N 45°10'05" W	22.30'	004°11'21"
C5	95.22' (R)	305.00' (R)	N 52°01'02" W	94.84'	017°53'17" (R)

Soil Code	Soil Name	Slopes	Runoff Class	Hydrologic Group	Area (SF)	% Total	Area (AC)
83B	Kenyon Loam	2 to 5%	Low	C	970.7	2.9	0.02
391B	Clyde-Floyd Complex	1 to 4%	Low	C/D	32,904.9	97.1	0.76
Totals:					33,875.62	100.0	0.8

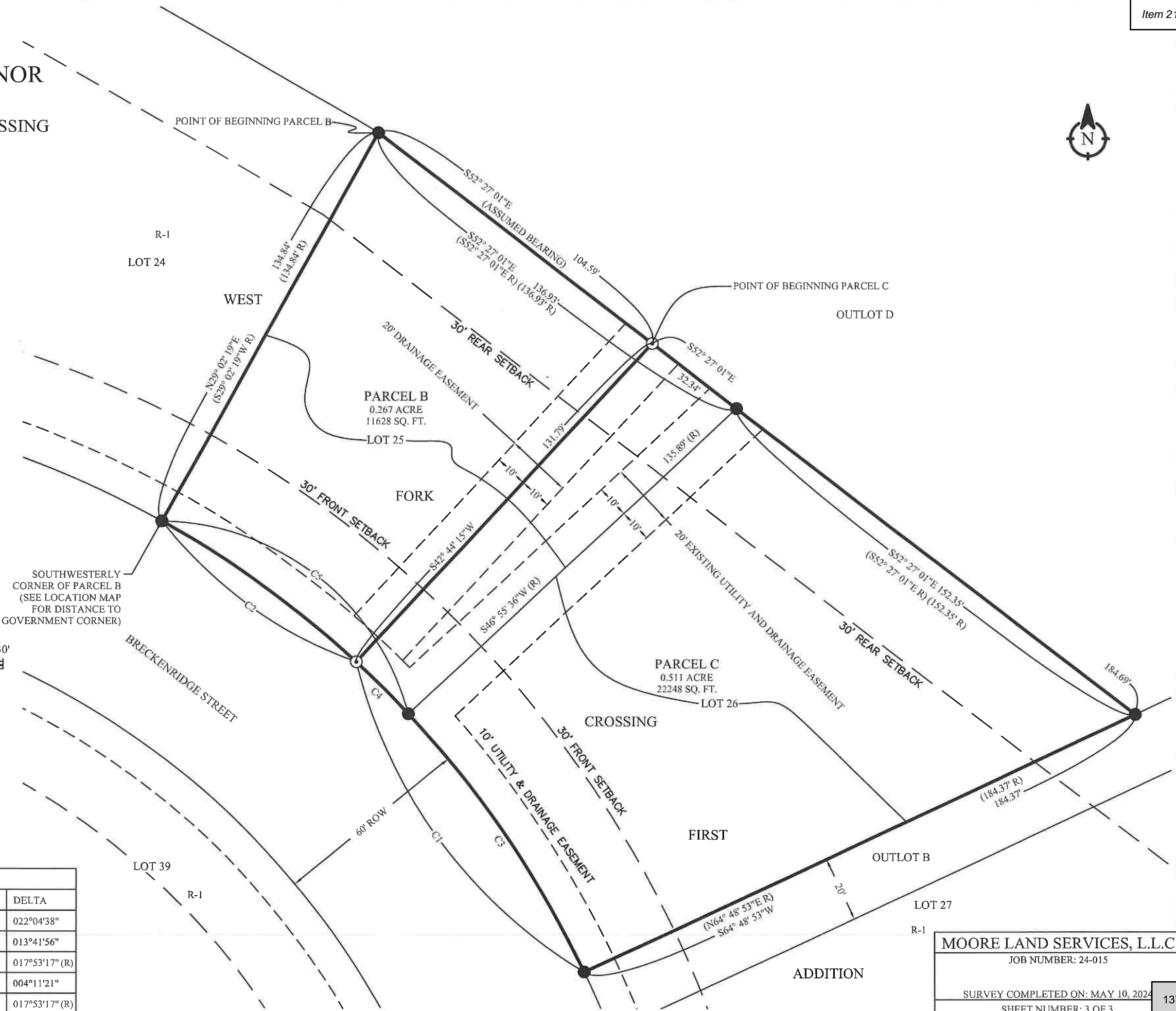
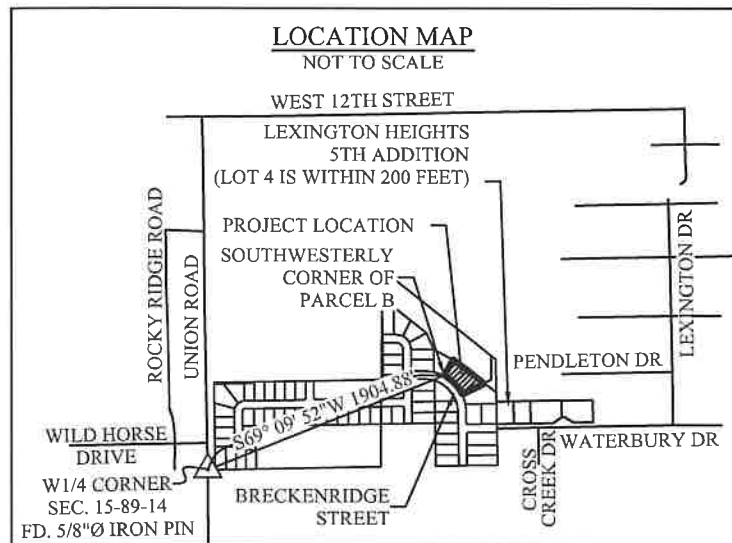
MOORE LAND SERVICES, L.L.C.
JOB NUMBER: 24-015

SURVEY COMPLETED ON: MAY 10, 2024
SHEET NUMBER: 2 OF 3

PLAT OF SURVEY

"WEST FORK CROSSING FIRST ADDITION LOT 25 AND LOT 26 MINOR SUBDIVISION PLAT"

A REPLAT OF LOT 25 & 26 OF "WEST FORK CROSSING FIRST ADDITION", CEDAR FALLS, IOWA



SURVEY PERFORMED FOR:

EMSAD BEGIC
808 18TH STREET
CEDAR FALLS, IA 50613

PROPRIETORS:

EMSAD BEGIC AND EDITA BEGIC

LOT 25 ADDRESS:
1814 BRECKENRIDGE STREET
CEDAR FALLS, IA 50613

PROFESSIONAL LAND SURVEYOR

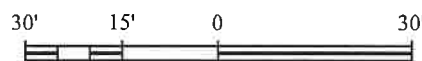
MOORE LAND SERVICES, LLC
13789 DOMINO ROAD
ELKADER, IOWA 52043
SURVEYOR: PHILLIP J. MOORE, P.L.S.
563-329-1051
phil@moorelandservices.us

LOT 26 ADDRESS:
1820 BRECKENRIDGE STREET
CEDAR FALLS, IA 50613

SOUTHWESTERLY CORNER OF PARCEL B
(SEE LOCATION MAP FOR DISTANCE TO GOVERNMENT CORNER)

CURRENT ZONING
R-1 (1 AND 2 UNIT RESIDENTIAL)

BUILDING SETBACKS
FRONT - 30'
SIDE - 10% - 20% OF LOT WIDTH
(SIDE YARD SETBACK NOT SHOWN DUE TO IT BEING VARIABLE)
REAR - 30 FEET



SCALE: 1"=30'
SEE SHEET 1 FOR LEGEND

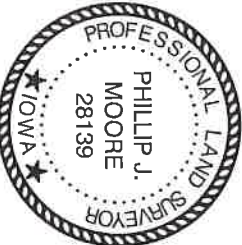


NOTE:
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MOORE LAND SERVICES, L.L.C.
JOB NUMBER: 24-015
SURVEY COMPLETED ON: MAY 10, 2024
SHEET NUMBER: 3 OF 3

PREPARED BY/RETURN TO: MOORE LAND SERVICES, L.L.C., 13789 DOMINO ROAD, ELKADER, IA 52043 - PH: (563) 329-1051

SURVEYOR CERTIFICATE

	I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.	
	 Phillip J. Moore, P.L.S. License Number: 28139	Date 

I, PHILLIP J. MOORE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IOWA, DO HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF WHAT IS TO BE KNOWN AS:
 "WEST FORK CROSSING FIRST ADDITION LOT 25 AND LOT 26 MINOR SUBDIVISION PLAT"
 A REPLAT OF LOT 25 & 26 OF "WEST FORK CROSSING FIRST ADDITION", CEDAR FALLS, IOWA

AS SHOWN ON THE ATTACHED PLAT OF SURVEY, WITH THE PARCELS BEING LOCATED AND DESCRIBED AS FOLLOWS:

NOTE: THIS IS A MINOR SUBDIVISION PLAT OF LOT 25 AND 26 OF WEST FORK CROSSING FIRST ADDITION, CEDAR FALLS, IOWA, AS SHOWN ON THE FINAL PLAT RECORDED IN FILE 2024-00009432, ON FILE IN THE BLACK HAWK COUNTY RECORDER'S OFFICE, WATERLOO, IOWA. FOR THIS MINOR SUBDIVISION PLAT, THE BLACK HAWK COUNTY AUDITOR HAS DESIGNATED THESE PARCELS AS "PARCEL B" AND "PARCEL C".

SURVEY DESCRIPTIONS:

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 BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 25;
 THENCE SOUTH 52°27'01" EAST (ASSUMED BEARING), 104.59 FEET ALONG THE NORTHERLY LINE OF SAID LOT;
 THENCE SOUTH 42°44'15" WEST, 131.79 FEET TO THE SOUTHERLY LINE OF SAID LOT 25;
 THENCE NORTHWESTERLY 72.92 FEET ALONG A NON-TANGENT 305.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF NORTH 54°06'43" WEST, 72.75 FEET) ALONG THE SOUTH LINE OF SAID LOT 25 TO THE SOUTHWESTERLY CORNER THEREOF;
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 CONTAINING 0.267 ACRE, SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD AND NOT OF RECORD.

PARCEL C

PARCEL C IN LOT 25 AND 26 OF WEST FORK CROSSING FIRST ADDITION, CEDAR FALLS, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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CONTAINING 0.511 ACRE, SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD AND NOT OF RECORD.

FOR A MORE DEFINITE LOCATION AND DESCRIPTION, REFERENCE IS MADE TO SAID MINOR SUBDIVISION PLAT.

THE DIMENSIONS OF THE PARCELS, WIDTHS OF ROADS, EASEMENTS, DISTANCE FROM THE GOVERNMENT CORNER, AND DISTANCES ALONG SUBDIVISION BOUNDARIES ARE AS SHOWN IN FEET AND DECIMALS THEREOF ON SAID MINOR SUBDIVISION PLAT.

OWNER'S STATEMENT OF RESTRICTIONS
FOR
WEST FORK CROSSING FIRST ADDITION LOT 25 AND LOT 26
MINOR SUBDIVISION PLAT

KNOW ALL MEN BY THESE PRESENTS:

That Emsad Begic and Edita Begic, husband and wife, are the owners of the following legally described real estate:

Lots 25 & 26 in "West Fork Crossing First Addition", Cedar Falls, Black Hawk County, Iowa, and being desirous of selling and dividing said real estate into two separate lots upon approval of this West Fork Crossing First Addition Lot 25 and Lot 26 Minor Subdivision Plat, by the City of Cedar Falls, does hereby submit the following statement of proposed easements and restrictions:

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached minor plat.

The utility and drainage easements shall be free of all obstructions and made accessible in order to allow ease of entry and permit repair and maintenance activities as needed within said easement. Flat paving, such as a driveway may be installed in said easement upon condition that said paving shall be replaced at the expense of the property owner if repair, maintenance, installation, or excavation in the easement is necessary, as determined by the City Engineer.

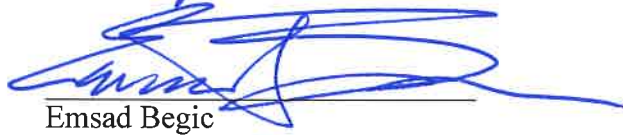
All recorded easements affecting the property prior to this platting shall be recognized as continuing in effect and service and shall not be considered rescinded by this platting.

Any and all drainage easements shall be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners within the subdivision and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) so as to allow the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

RESTRICTIONS

- 1. All lots in shall be governed by the zoning ordinances of the City of Cedar Falls, Black Hawk County, Iowa, and all buildings thereon shall meet the minimum restrictions of said zoning ordinances.
- 2. No further subdivisions of the property will be allowed unless the subdivision of the property is approved by the City of Cedar Falls, Iowa.
- 3. Setbacks for the property are more particularly shown on the Minor Plat.

SIGNED and DATED this 9th day of May, 2024

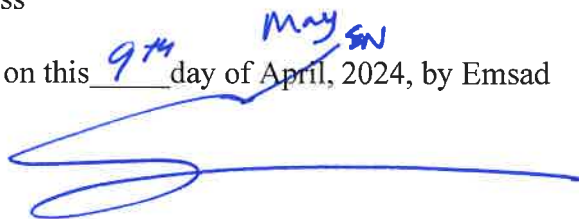

Emsad Begic




Edita Begic

STATE OF IOWA, BLACK HAWK COUNTY: ss

This record was acknowledged before me on this 9th day of May, 2024, by Emsad Begic and Edita Begic, husband and wife.



Notary Public in and for the State of Iowa



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: David Wicke, PE, City Engineer

DATE: May 20, 2024

SUBJECT: North Cedar Heights Area Reconstruction Project Phase II
 City Project Number RC-092-3271
 Fee Acquisitions, Permanent and Temporary Easements

The City of Cedar Falls is planning the reconstruction of the North Cedar Heights Area Phase II, primarily along East Ridgewood Drive, Woodland Drive and Timber Drive. The project requires the acquisition of right-of-way, permanent and temporary easements to complete construction. The owners of the properties that have accepted our offer are shown below.

Parcel #	Property Owner	Street Address	Temporary Easement	Permanent Easement	Fee Title
221	Dabney	2327 Greenwood Ave.	X	X	
223	Maughan	2304 Coventry Ln.		X	X
224	Grover	2408 Woodland Dr.	X		X
225	Corpman	2418 Woodland Dr.	X		X
226	Greco	1727 University Ave.	X		X
228	Shoff	2425 Woodland Dr.	X		

Attached are the maps that identify the location of these properties. Also attached are the individual Owner Purchase Agreement for the new easements and fee title acquisitions, and the documentation for them.




The City has used General Obligation Funds for the design and right of way portion of this project. The City entered into a Supplemental Agreement No. 3 with AECOM, Inc., of Waterloo, Iowa, on March 22, 2024, for additional property acquisition services for Phase II of the project. If approved, staff will prepare the necessary documents and will complete the acquisition process for the parcels.

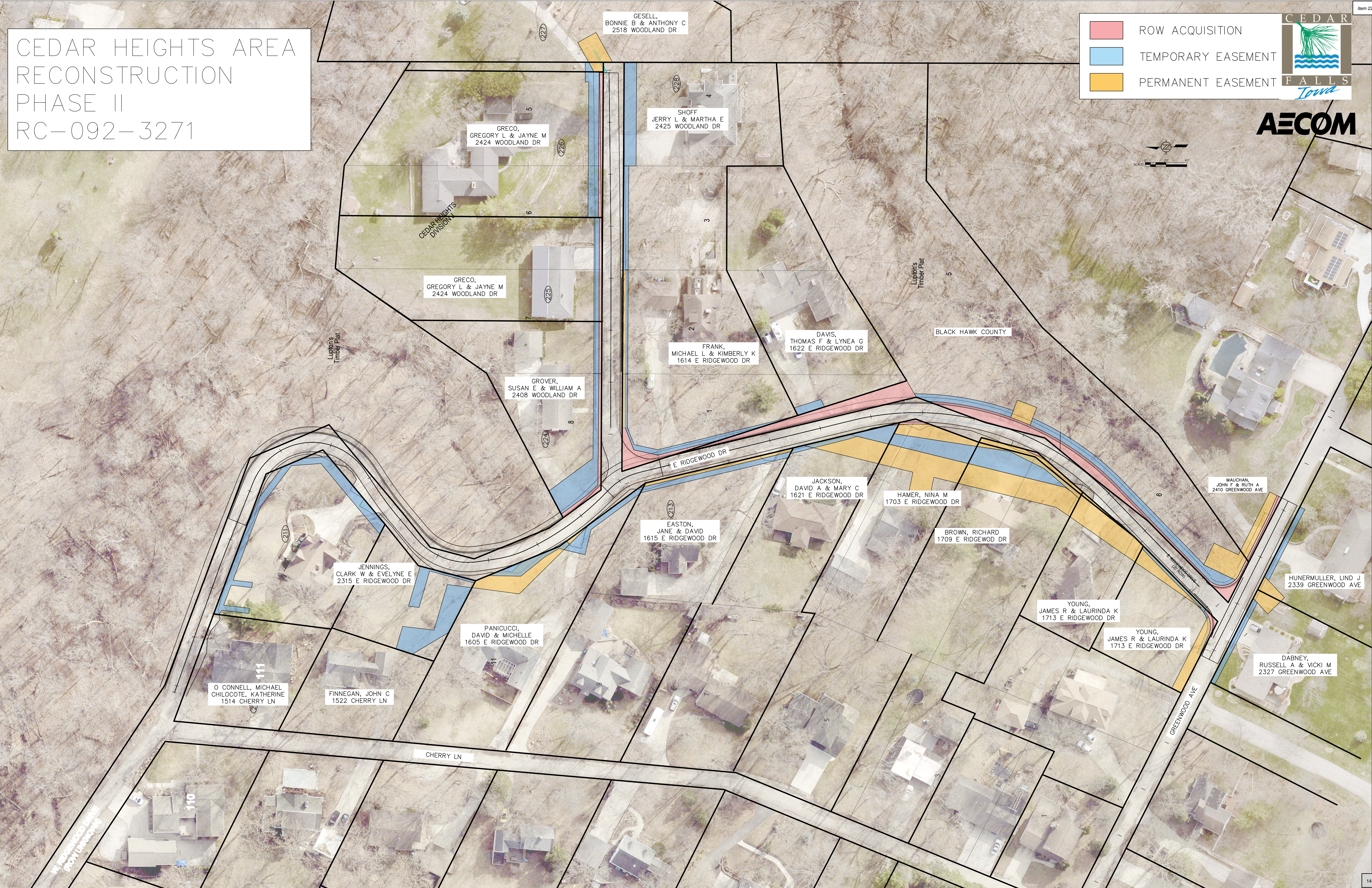
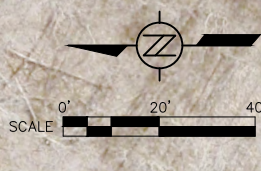
Staff recommends that the City Council state their support in the form of a resolution approving the fee title and easement acquisitions and authorizing the Mayor to execute the agreements for the North Cedar Heights Area Reconstruction Project Phase II.

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

xc: Chase Schrage, Director of Public Works
Kevin Rogers, City Attorney
Lisa Roeding, City Controller/Treasurer

CEDAR HEIGHTS AREA
RECONSTRUCTION
PHASE II
RC-092-3271

	ROW ACQUISITION
	TEMPORARY EASEMENT
	PERMANENT EASEMENT



GESELL,
BONNIE B & ANTHONY C
2518 WOODLAND DR

SHOFF
JERRY L & MARTHA E
2425 WOODLAND DR

GRECO,
GREGORY L & JAYNE M
2424 WOODLAND DR

GRECO,
GREGORY L & JAYNE M
2424 WOODLAND DR

FRANK,
MICHAEL L & KIMBERLY K
1614 E RIDGEWOOD DR

DAVIS,
THOMAS F & LYNEA G
1622 E RIDGEWOOD DR

GROVER,
SUSAN E & WILLIAM A
2408 WOODLAND DR

JACKSON,
DAVID A & MARY C
1621 E RIDGEWOOD DR

HAMER, NINA M
1703 E RIDGEWOOD DR

BROWN, RICHARD
1709 E RIDGEWOOD DR

EASTON,
JANE & DAVID
1615 E RIDGEWOOD DR

JENNINGS,
CLARK W & EVELYNE E
2315 E RIDGEWOOD DR

PANICUCCI,
DAVID & MICHELLE
1605 E RIDGEWOOD DR

YOUNG,
JAMES R & LAURINDA K
1713 E RIDGEWOOD DR

YOUNG,
JAMES R & LAURINDA K
1713 E RIDGEWOOD DR

O'CONNELL, MICHAEL
CHILOCOTE, KATHERINE
1514 CHERRY LN

FINNEGAN, JOHN C
1522 CHERRY LN

MAUGHAN,
JOHN F & RUTH A
2410 GREENWOOD AVE

HUNERMULLER, LIND J
2339 GREENWOOD AVE

DABNEY,
RUSSELL A & VICKI M
2327 GREENWOOD AVE

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2327 Greenwood Avenue
Parcel Number: 221
Project Number: RC-092-3271

County Tax Parcel No: 891318280007
Project Name: Cedar Heights Area Street
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_,
by and between Russell Alan Dabney and Vicki Marie Dabney, husband and wife, Seller, and the City of
Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Easement Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 920.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 920.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>454</u> sq. ft.	\$ 185.00
Permanent Easement	<u>293</u> sq. ft.	\$ 735.00
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Permanent Easement and Temporary Easement as shown on the attached Permanent Easement Plat and Temporary Easement Plat. Seller also agrees to execute a Permanent Easement Agreement, and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

Russell Alan Dabney and Vicki Marie Dabney, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

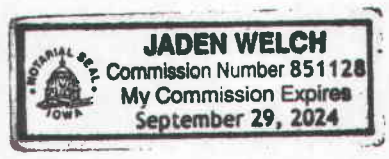
IN WITNESS WHEREOF, Grantor and Grantee have executed this Storm Sewer and Drainage Easement Agreement on this 2 day of February, 2024

Russell A. Dabney
Russell Alan Dabney

Vicki Marie Dabney
Vicki Marie Dabney

STATE OF Iowa)
COUNTY OF Black Hawk) ss:

This record was acknowledged before me on this 2nd day of February, 2024 by Russell Alan Dabney and Vicki Marie Dabney.



[Signature]
Notary Public in and for the State of Iowa

ACCEPTANCE OF SANITARY SEWER EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Sanitary Sewer Easement Agreement.

Dated this _____ day of _____, 20__.

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

~~Jacqueline Danielson, MMC, City Clerk~~
Kim Kerr CMC

STATE OF IOWA)
COUNTY OF BLACK HAWK) ss.

Kim Kerr CMC
~~Jacqueline Danielson, MMC, City Clerk~~ of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Sanitary Sewer Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20__.

Notary Public in and for the State of Iowa

INDEX LEGEND	
LOCATION:	PART OF LOT 8, CEDAR HEIGHTS DIVISION "F"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RUSSELL A & VICKI M DABNEY
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

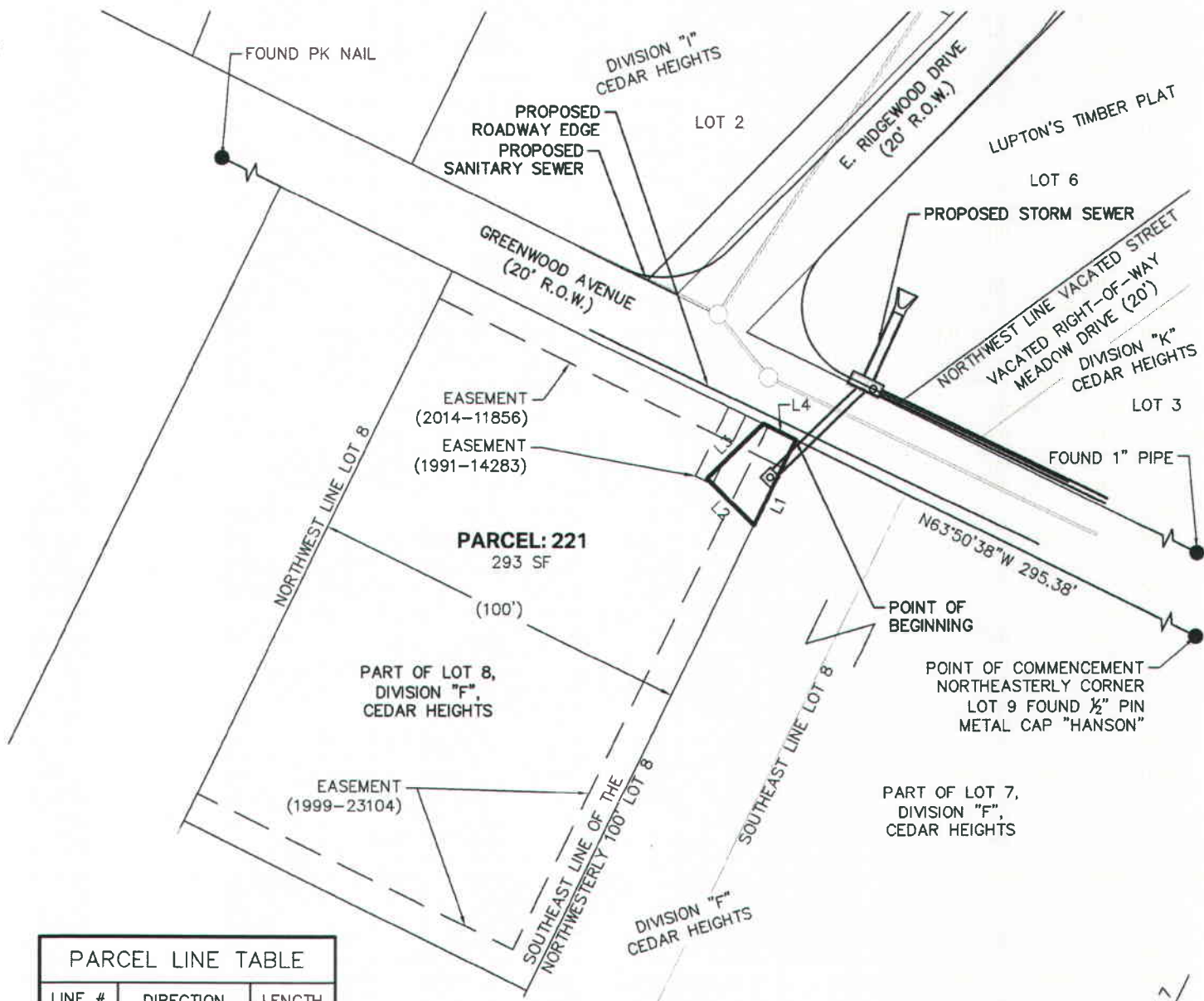
PERMANENT STORM SEWER EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: RUSSELL A & VICKI M DABNEY
 2327 GREENWOOD AVE.
 CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-280-007

PROJECT PARCEL : 221

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE #	DIRECTION	LENGTH
L1	S26°01'01"W	24.77'
L2	N45°05'23"W	17.33'
L3	N46°04'49"E	20.42'
L4	S63°50'38"E	9.39'

LICENSED LAND SURVEYOR
AARON L. MUELLER
 21428
 IOWA

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

MARCH 12, 2024
Date

AARON L. MUELLER
License number 21428
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
 SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- N 63°50'38" W 295.38' (100') MEASURED DIMENSION
- RECORD DIMENSION

SCALE IN FEET

0 20 40 60 80

1" = 40'

REFERENCE DOCUMENTS
 CLD 605, PAGE 316
 2014-11856 EASEMENT
 1999-23785 EASEMENT
 1999-23104 EASEMENT
 1991-14283 EASEMENT



PERMANENT STORM SEWER EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: RUSSELL A. DABNEY & VICKI M. DABNEY
2327 GREENWOOD AVE.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-280-007

PROJECT PARCEL: 221

DESCRIPTION:

PART OF LOT 8, DIVISION "F", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 9, DIVISION "G", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA; THENCE NORTH 63°50'38" WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE, 295.38 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN CLD BK 605, PG. 316, THE POINT OF BEGINNING; THENCE SOUTH 26°01'01" WEST ALONG THE SOUTHEAST LINE OF THE NORTHWESTERLY 100 FEET OF SAID LOT 8, 24.77 FEET; THENCE NORTH 45°05'23" WEST, 17.33 FEET; THENCE NORTH 46°04'49" EAST, 20.42 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE; THENCE SOUTH 63°50'38" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE, 9.39 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT STORM SEWER EASEMENT CONTAINS 293 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°50'38" WEST.

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by Russell Alan Dabney and Vicki Marie Dabney, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

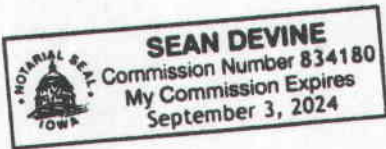
X Russell Alan Dabney
Russell Alan Dabney

X Vicki Marie Dabney 11-30-23
Vicki Marie Dabney

State of Iowa)

County of Blackhawk)

This record was acknowledged before me on the 30 day of November,
2023, by Russell Alan Dabney and Vicki Marie Dabney, Grantors.



Sean Devine
Signature of notarial officer

Stamp

[Notary Public in and for the State of Iowa]
Title of Office

[My commission expires: 09/03/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar
Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

INDEX LEGEND	
LOCATION:	PART OF LOT 8, CEDAR HEIGHTS DIVISION "F"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RUSSELL A & VICKI M DABNEY
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

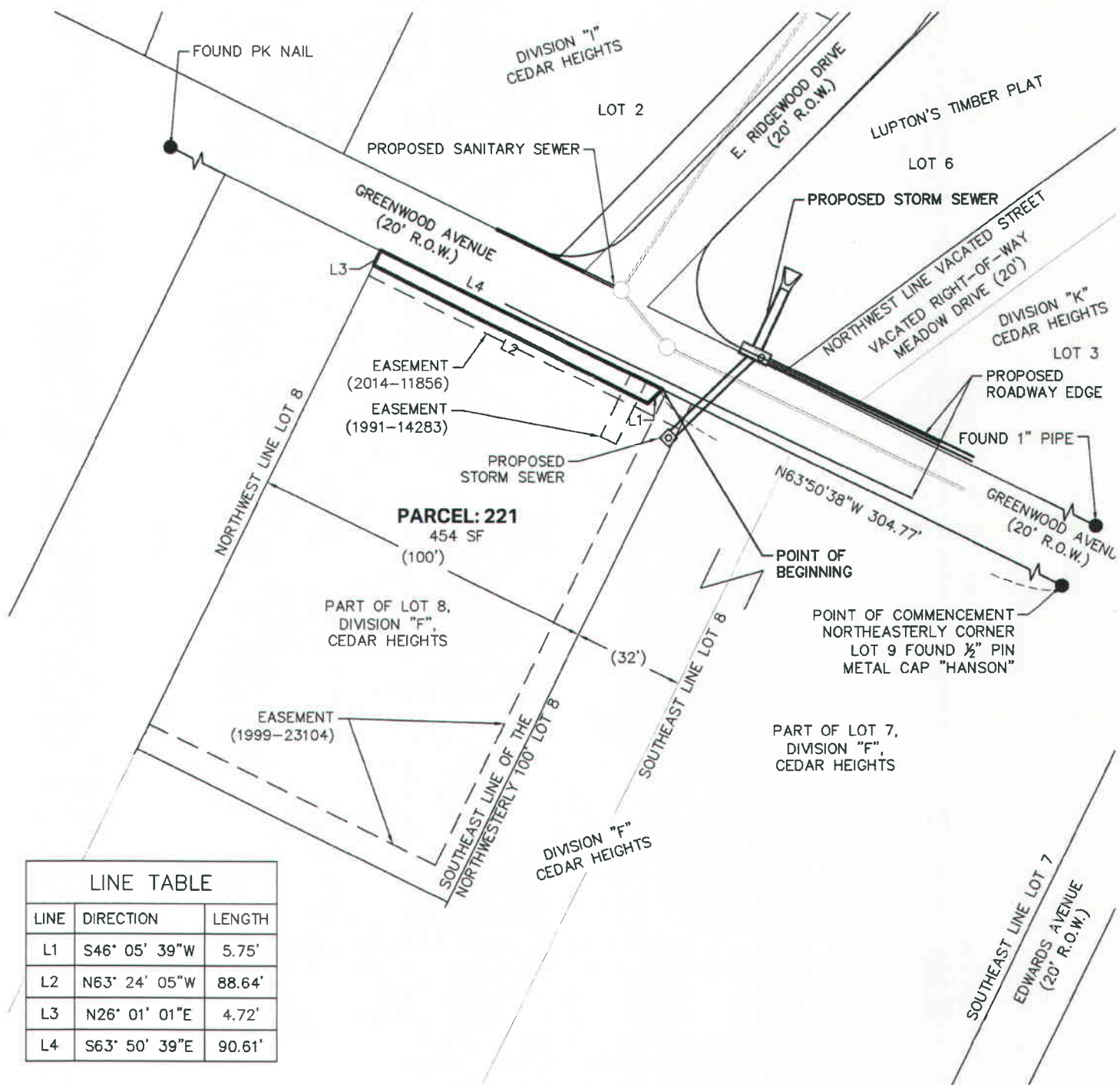
**TEMPORARY CONSTRUCTION EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: RUSSELL A & VICKI M DABNEY
2327 GREENWOOD AVE.
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-280-007

PROJECT PARCEL : 221

NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S46° 05' 39"W	5.75'
L2	N63° 24' 05"W	88.64'
L3	N26° 01' 01"E	4.72'
L4	S63° 50' 39"E	90.61'



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

MARCH 12, 2024
Date


AARON L. MUELLER
License number 21428
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- N 63°50'38" W 304.77' MEASURED DIMENSION (100')
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SCALE IN FEET



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TEMPORARY CONSTRUCTION EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: RUSSELL A. DABNEY & VICKI M. DABNEY

COUNTY PARCEL NO. 8913-18-280-007

2327 GREENWOOD AVE.
CEDAR FALLS, IOWA

PROJECT PARCEL: 221

DESCRIPTION:

PART OF LOT 8, DIVISION "F", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 9, DIVISION "G", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA; THENCE NORTH 63°50'38" WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE, 304.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°05'39" WEST, 5.75 FEET; THENCE NORTH 63°24'05" WEST, 88.64 FEET TO THE NORTHWEST LINE OF SAID LOT 8; THENCE NORTH 26°01'01" EAST ALONG THE NORTHWEST LINE OF SAID LOT 8, 4.72 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE; THENCE SOUTH 63°50'39" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE, 90.61 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 454 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°50'38" WEST.

TEMPORARY CONSTRUCTION EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: RUSSELL A. DABNEY & VICKI M. DABNEY
2327 GREENWOOD AVE.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-280-007

PROJECT PARCEL: 221

DESCRIPTION:

PART OF LOT 8, DIVISION "F", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 9, DIVISION "G", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA; THENCE NORTH 63°50'38" WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE, 304.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°05'39" WEST, 5.75 FEET; THENCE NORTH 63°24'05" WEST, 88.64 FEET TO THE NORTHWEST LINE OF SAID LOT 8; THENCE NORTH 26°01'01" EAST ALONG THE NORTHWEST LINE OF SAID LOT 8, 4.72 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE; THENCE SOUTH 63°50'39" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE, 90.61 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 454 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°50'38" WEST.

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 2410 Greenwood Avenue
Parcel Number: 223
Project Number: RC-092-3271

County Tax Parcel No: 891318279008
Project Name: Cedar Heights Area Street
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between the Estate of John F. Maughan, deceased, Seller, and the City of Cedar Falls, Iowa, Buyer.

- Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat
See Attached Permanent Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,690.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,690.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	<u>258</u>	sq. ft.	<u>\$1,290.00</u>
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	_____	sq. ft.	\$ _____
Permanent Easement	<u>560</u>	sq. ft.	<u>\$1,400.00</u>
Buildings			\$ _____
Other			\$ _____

- Seller grants to the City a Fee Acquisition and Permanent Easement as shown on the attached Acquisition Plat and Permanent Easement Plat. Seller also agrees to execute a Warranty Deed and Permanent Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: Estate of John F. Maughan

X *Laura J. Bowden* 1/22/24
 Laura J. Bowden, Co-Executor Date

X *Linda J. Maughan* 1/22/24
 Linda J. Maughan, Co-Executor Date

State of Iowa
 County of Blackhawk



This record was acknowledged before me on the 22 day of January, 2024, by Laura J. Bowden and Linda J. Maughan

Sean Devine
 Signature of notarial officer

9-3-24
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

INDEX LEGEND	
LOCATION:	ALL LOT 3 CEDAR HEIGHTS DIV "K", & VAC STREET B 210 P 700
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	JOHN F & RUTH A MAUGHAN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

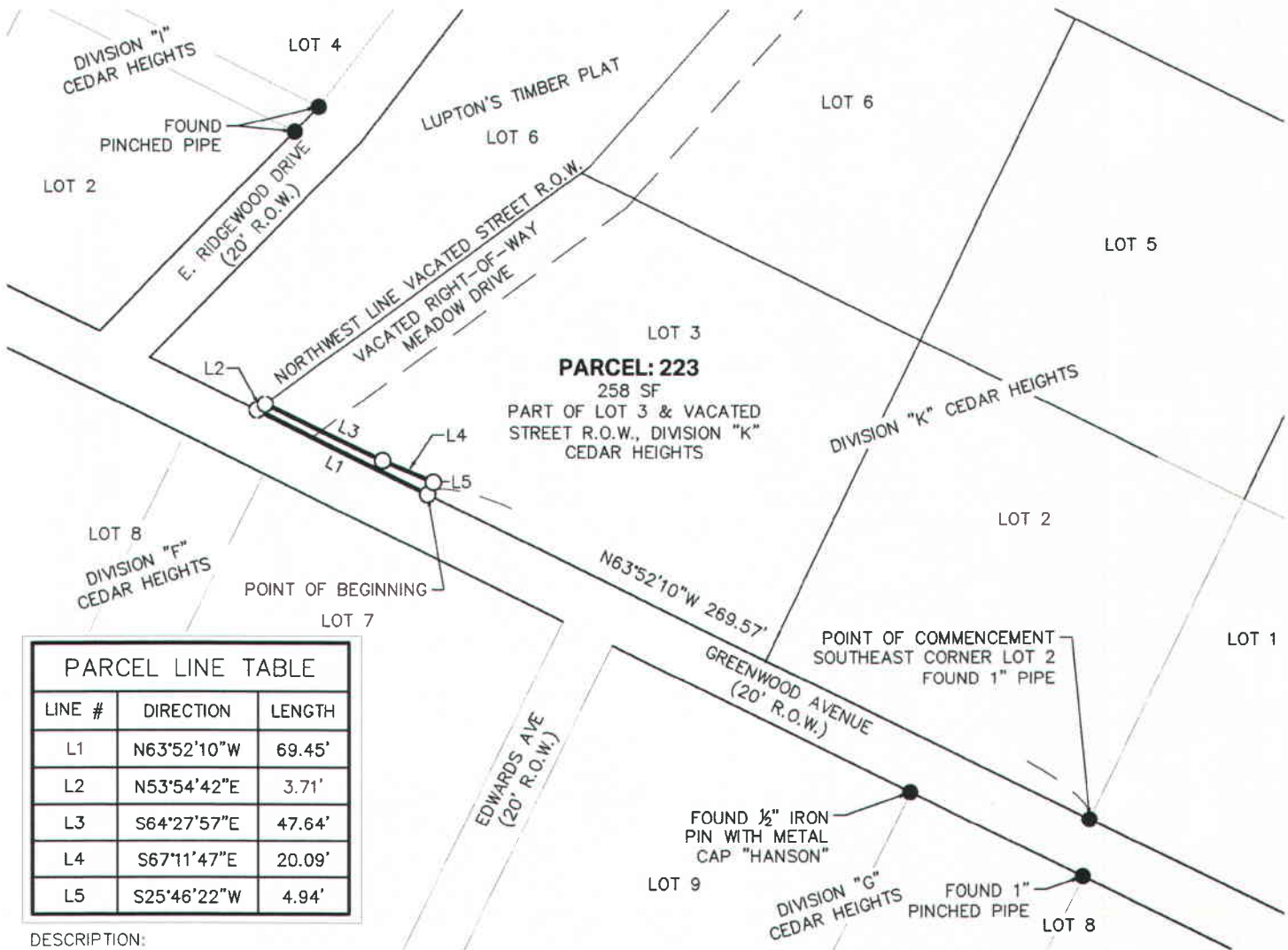
RIGHT OF WAY AQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: JOHN F & RUTH A MAUGHAN
 2410 GREENWOOD AVE.
 CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-279-008

PROJECT PARCEL : 223

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE #	DIRECTION	LENGTH
L1	N63°52'10"W	69.45'
L2	N53°54'42"E	3.71'
L3	S64°27'57"E	47.64'
L4	S67°11'47"E	20.09'
L5	S25°46'22"W	4.94'


DESCRIPTION:

PARTS OF LOT 3 AND VACATED MEADOW DRIVE RIGHT-OF-WAY OF DIVISION "K" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN CEDAR HEIGHTS SUBDIVISION "K", THENCE NORTH 63°52'10" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 269.57 FEET TO POINT OF BEGINNING; THENCE NORTH 63°52'10" WEST CONTINUING ALONG THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 69.45 FEET TO THE SOUTHWEST CORNER OF SAID VACATED MEADOW DRIVE RIGHT-OF-WAY; THENCE NORTH 53°54'42" EAST ALONG THE NORTHWESTERLY LINE OF SAID VACATED MEADOW DRIVE RIGHT-OF-WAY, 3.71 FEET; THENCE SOUTH 64°27'57" EAST, 47.64 FEET; THENCE SOUTH 67°11'47" EAST, 20.09 FEET; THENCE SOUTH 25°46'22" WEST, 4.94 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 258 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE BEARING NORTH 63°52'10" WEST.



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

MARCH 11, 2024
Date

AARON L. MUELLER
License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal. SHEET 1 OF 1

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 23°45'25" E 59.58' MEASURED DIMENSION (59.6') RECORD DIMENSION

REFERENCE DOCUMENTS
 2023-009416
 2005-23399 EASEMENT



1"=60'



Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

The Estate of John F. Maughan, deceased, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Storm Sewer and Drainage Easement Agreement on this 15 day of February, 2024.

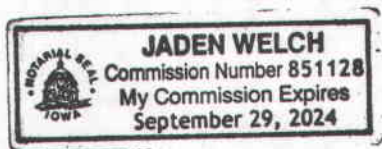
Estate of John F. Maughan

[Signature]
Laura J. Bowden, Co-Executor

[Signature]
Linda J. Maughan, Co-Executor

STATE OF Iowa)
COUNTY OF Black Hawk) ss:

This record was acknowledged before me on this 15 day of February, 2024, by Laura J. Bowden and Linda J. Maughan.



[Signature]
Notary Public in and for the State of Iowa

ACCEPTANCE OF STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Storm Sewer and Drainage Easement Agreement.

Dated this _____ day of _____, 20__.

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

~~Jacqueline Danielson, MMC~~, City Clerk
Kim Kerr CMC

STATE OF IOWA)
COUNTY OF BLACK HAWK) ss:

Kim Kerr CMC
I, ~~Jacqueline Danielson, MMC~~ City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing

Storm Sewer and Drainage Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20__.

Notary Public in and for the State of Iowa

INDEX LEGEND	
LOCATION:	ALL LOT 3 CEDAR HEIGHTS DIV "K", & VAC STREET B 210 P 700
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	JOHN F & RUTH A MAUGHAN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

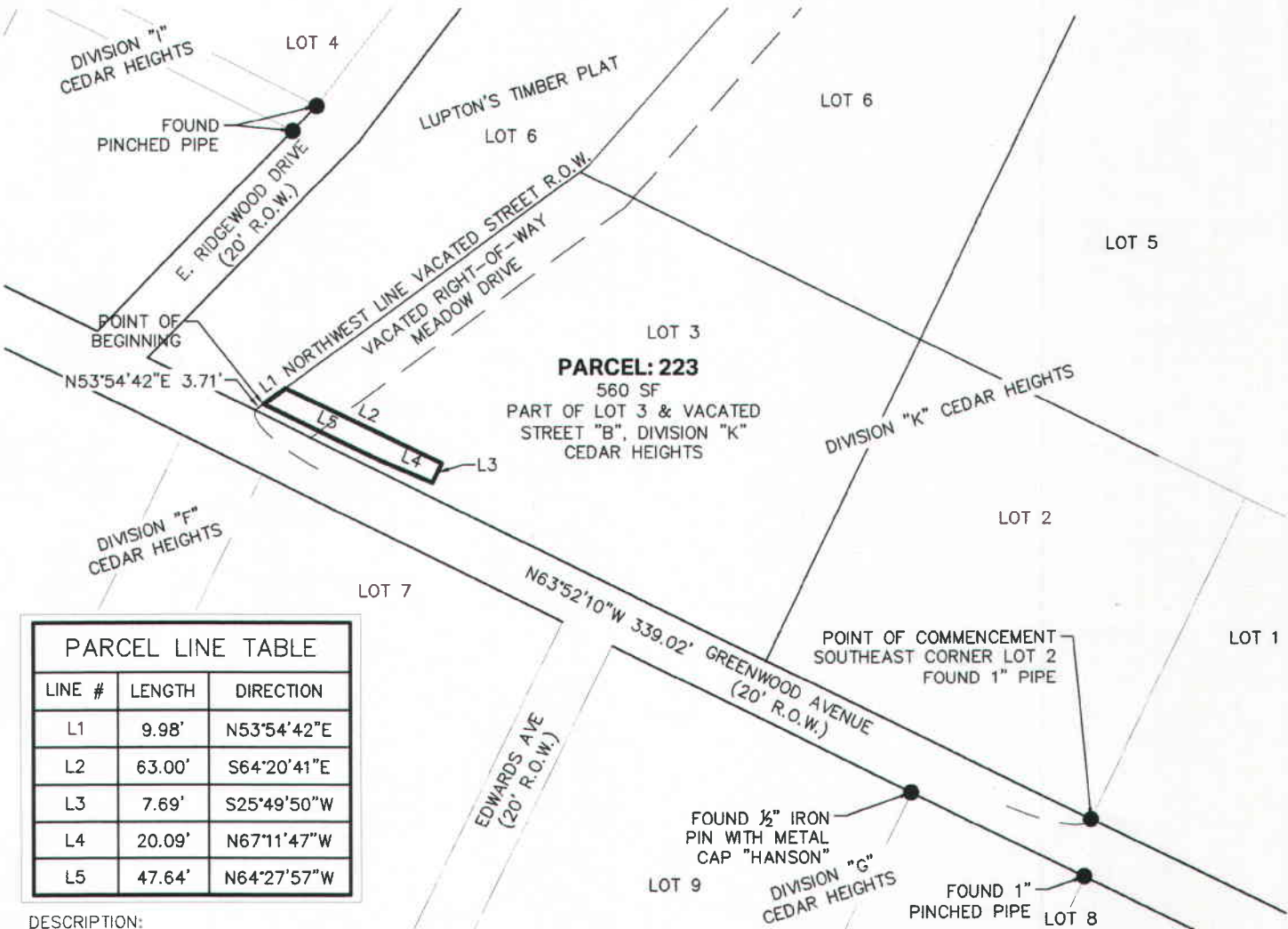
PERMANENT STORM SEWER EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: JOHN F & RUTH A MAUGHAN
 2410 GREENWOOD AVE.
 CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-279-008

PROJECT PARCEL : 223

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE #	LENGTH	DIRECTION
L1	9.98'	N53°54'42"E
L2	63.00'	S64°20'41"E
L3	7.69'	S25°49'50"W
L4	20.09'	N67°11'47"W
L5	47.64'	N64°27'57"W


DESCRIPTION:

PARTS OF LOT 3 AND VACATED MEADOW DRIVE RIGHT-OF-WAY OF DIVISION "K" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN CEDAR HEIGHTS SUBDIVISION "K", THENCE NORTH 63°52'10" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 339.02 FEET TO THE SOUTHWEST CORNER OF SAID VACATED MEADOW DRIVE RIGHT-OF-WAY; THENCE NORTH 53°54'42" EAST ALONG THE NORTHWESTERLY LINE OF SAID VACATED MEADOW DRIVE RIGHT-OF-WAY, 3.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 53°54'42" EAST CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID VACATED MEADOW DRIVE RIGHT-OF-WAY, 9.98 FEET; THENCE SOUTH 64°20'41" EAST, 63.00 FEET; THENCE SOUTH 25°49'50" WEST, 7.69 FEET; THENCE NORTH 67°11'47" WEST, 20.09 FEET; THENCE NORTH 64°27'57" WEST, 47.64 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT EASEMENT CONTAINS 560 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°52'10" WEST.



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

MARCH 11, 2024
Date

AARON L. MUELLER
License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal: SHEET 1 OF 1

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 23°45'25" E 59.58' (59.6')

REFERENCE DOCUMENTS
 2023-009416
 2005-23399 EASEMENT



1"=60'



**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 2408 Woodland Drive
Parcel Number: 224
Project Number: RC-092-3271

County Tax Parcel No: 891318228015
Project Name: Cedar Heights Area Street
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Susan E. Grover and William A. Grover, wife and husband, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 4,010.00	on possession and conveyance	60 days after Buyer approval
\$ 4,010.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	648	sq. ft.		\$3,240.00
Underlying Fee Title		sq. ft.		\$ _____
Temporary Easement	1,918	sq. ft.		\$ 770.00
Permanent Easement		sq. ft.		\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

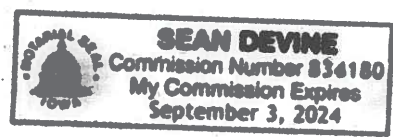
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Susan E. Grover 1/17/23
Susan E. Grover Date

X William A. Grover _____
William A. Grover Date

State of Iowa
County of Blackhawk



This record was acknowledged before me on the 17 day of January, 2024, by Susan E. Grover and William A. Grover

Sean Devine
Signature of notarial officer

September 3, 2024
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

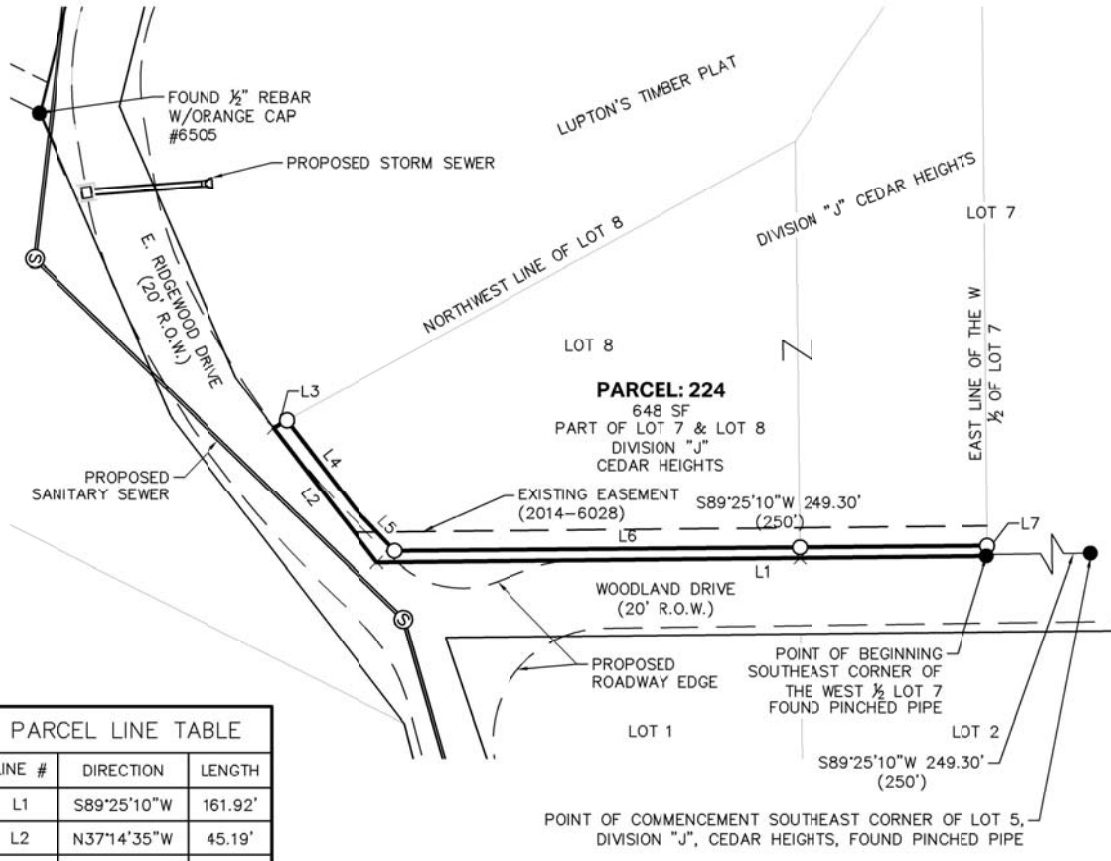
My Commission Expires:

INDEX LEGEND	
LOCATION:	PART OF LOTS 7 & 8, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	WILLIAM A & SUSAN E GROVER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: WILLIAM A & SUSAN E GROVER COUNTY PARCEL NO. 8913-18-228-015
 2408 WOODLAND DR.
 CEDAR FALLS, IOWA

PROJECT PARCEL : 224
 NE ¼ OF SECTION: 18 TOWNSHIP: 8s RANGE: 13



LINE #	DIRECTION	LENGTH
L1	S89°25'10"W	161.92'
L2	N37°14'35"W	45.19'
L3	N61°10'54"E	4.00'
L4	S37°17'58"E	29.84'
L5	S43°18'11"E	15.29'
L6	N89°30'53"E	157.17'
L7	S0°30'19"E	2.73'

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

MARCH 11, 2024
 Date

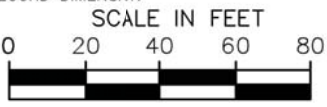
AARON L. MUELLER
 License number 21428
 My license renewal date is December 31, 2024
 Pages or sheets covered by this seal:
 SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- × SET CUT "X"
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428

S 89°25'10" W 249.30' MEASURED DIMENSION
 (250') RECORD DIMENSION

REFERENCE DOCUMENTS
 2007-014470



RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: SUSAN E. GROVER & WILLIAM A. GROVER
2408 WOODLAND DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-228-015

PROJECT PARCEL: 224

DESCRIPTION:

PART OF LOT 7 AND PART OF LOT 8, DIVISION "J", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, DIVISION "J", CEDAR HEIGHTS; THENCE SOUTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 249.30 FEET (RECORD 250') TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 7 OF CEDAR HEIGHTS SUBDIVISION "J", THE POINT OF BEGINNING, THENCE SOUTH 89°25'10" WEST ALONG THE SOUTH LINE OF SAID LOTS 7 AND 8, 161.92 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 37°14'35" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF E. RIDGEWOOD DRIVE, 45.19 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 8; THENCE NORTH 61°10'54" EAST ALONG SAID NORTHWESTERLY LINE, 4.00 FEET; THENCE SOUTH 37°17'58" EAST, 29.84 FEET; THENCE SOUTH 43°18'11" EAST, 15.29 FEET; THENCE NORTH 89°30'53" EAST, 157.17 FEET TO THE EAST LINE OF THE WEST HALF OF SAID LOT 7; THENCE SOUTH 00°30'19" EAST ALONG SAID EAST LINE, 2.73 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 648 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Susan E. Grover and William A. Grover, wife and husband ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Susan E. Grover
Susan E. Grover

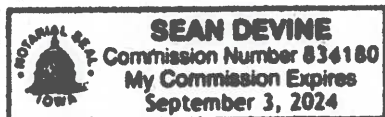
X William A. Grover
William A. Grover

State of Iowa)

County of Blackhawk)

This record was acknowledged before me on the 17 day of January,
2024, by Susan E. Grover and William A. Grover, Grantors.

Sean Devine
Signature of notarial officer



Stamp
[Notary in and for the State of Iowa]
Title of Office

[My commission expires: 9/3/24]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

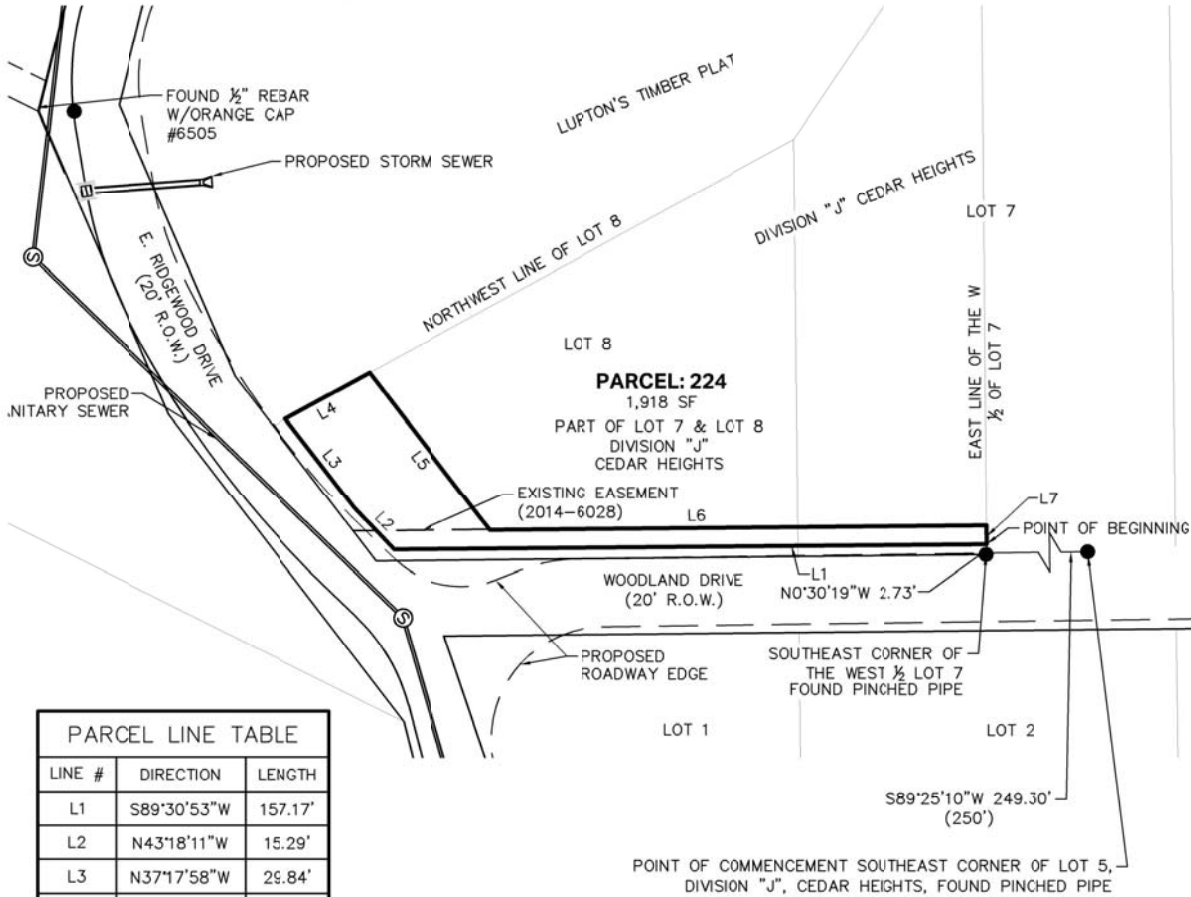
INDEX LEGEND	
LOCATION:	PART OF LOTS 7 & 8, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	WILLIAM A & SUSAN E GROVER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

TEMPORARY CONSTRUCTION EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA


OWNER: WILLIAM A & SUSAN E GROVER COUNTY PARCEL NO. 8913-18-228-015
 2408 WOODLAND DR.
 CEDAR FALLS, IOWA

PROJECT PARCEL : 224

NE ¼ OF SECTION: 18 TOWNSHIP: 8S RANGE: 13



LINE #	DIRECTION	LENGTH
L1	S89°30'53"W	157.17'
L2	N43°18'11"W	15.29'
L3	N37°17'58"W	29.84'
L4	N61°10'54"E	25.28'
L5	S37°17'58"E	52.65'
L6	N89°29'32"E	131.64'
L7	S0°30'19"E	5.00'



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

MARCH 11, 2024
Date

AARON L. MUELLER License number 21428

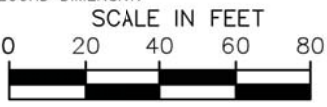
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 89°25'10" E 249.30' (250') MEASURED DIMENSION
- RECORD DIMENSION

REFERENCE DOCUMENTS
2007-014470



TEMPORARY CONSTRUCTION EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: SUSAN E. GROVER & WILLIAM A. GROVER
2408 WOODLAND DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-228-015

PROJECT PARCEL: 224

DESCRIPTION:

PART OF LOT 7 AND PART OF LOT 8, DIVISION "J" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, DIVISION "J", CEDAR HEIGHTS; THENCE SOUTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 249.30 FEET (RECORD 250') TO THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 7 OF CEDAR HEIGHTS DIVISION "J"; THENCE NORTH 00°30'19" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID LOT 7, 2.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°30'53" WEST, 157.17 FEET; THENCE NORTH 43°18'11" WEST, 15.29 FEET; THENCE NORTH 37°17'58" WEST, 29.84 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 8; THENCE NORTH 61°10'54" EAST ALONG SAID NORTHWESTERLY LINE OF SAID LOT 8, 25.28 FEET; THENCE SOUTH 37°17'58" WEST, 52.65 FEET; THENCE NORTH 89°29'32" EAST, 131.64 FEET TO THE EAST LINE OF THE WEST HALF OF SAID LOT 7; THENCE SOUTH 00°30'19" EAST ALONG SAID EAST LINE, 5.00 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY EASEMENT CONTAINS 1,918 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2418 Woodland Drive
Parcel Number: 225
Project Number: RC-092-3271

County Tax Parcel No: 891318228014
Project Name: Cedar Heights Area Street
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_, by and between Leonard W. Corpman and Maureen L. Corpman, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,635.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,635.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	<u>287</u>	sq. ft.	<u>\$1,435.00</u>
Underlying Fee Title	_____	sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>500</u>	sq. ft.	<u>\$200.00</u>
Permanent Easement	_____	sq. ft.	<u>\$ _____</u>
Buildings			<u>\$ _____</u>
Other			<u>\$ _____</u>

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Leonard W. Corpman 12-19-23
 Leonard W. Corpman Date

X Maureen L. Corpman 12-19-23
 Maureen L. Corpman Date

State of Iowa
 County of Black Hawk

This record was acknowledged before me on the 19 day of December, 2023, by
Leonard W. Corpman and Maureen L. Corpman

Sean Devine
 Signature of notarial officer

9/3/2024
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

INDEX LEGEND	
LOCATION:	PART OF LOTS 6 & 7, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	LEONARD W & MAUREEN L CORPMAN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

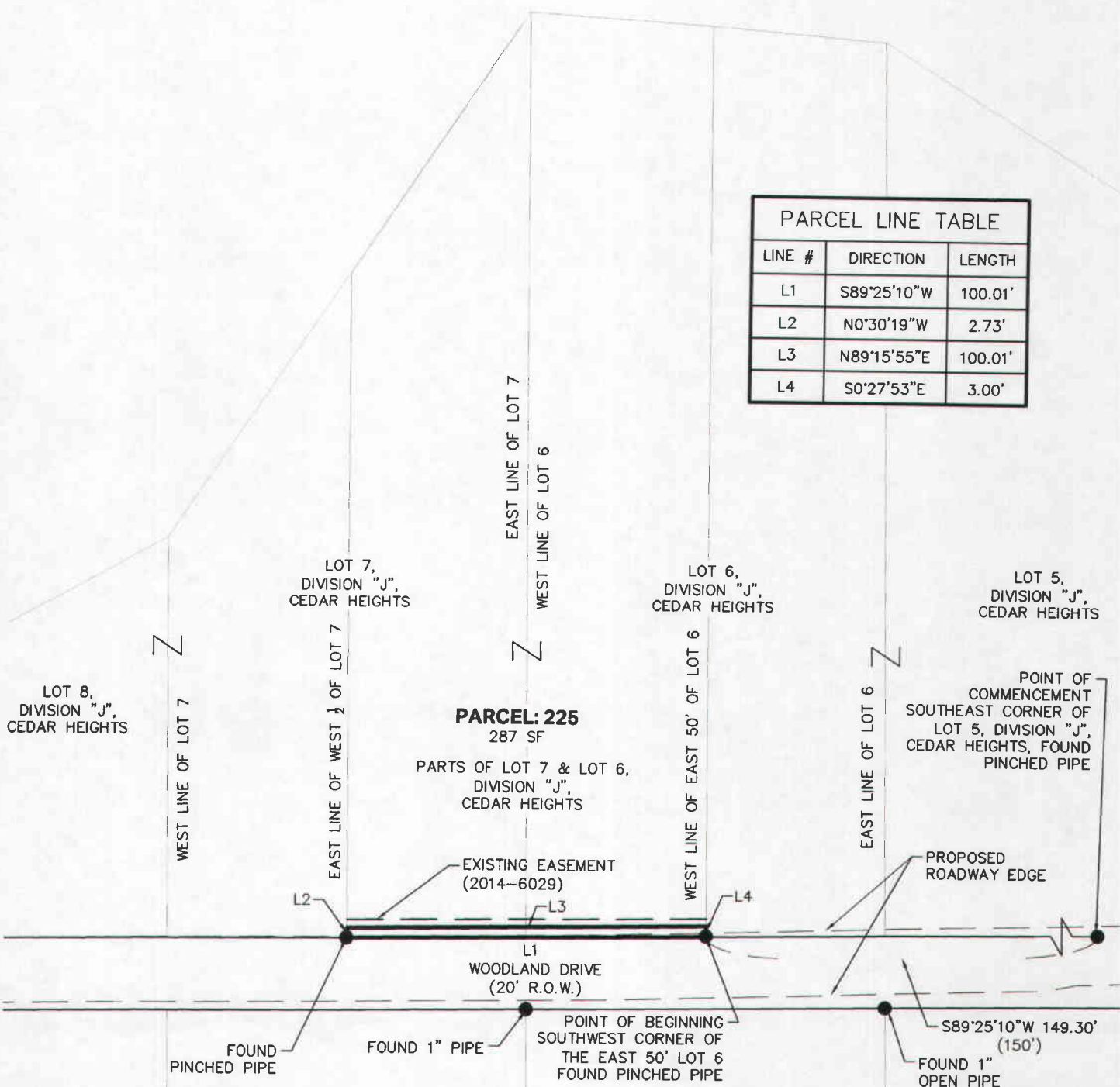
**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: LEONARD W & MAUREEN L CORPMAN
2418 WOODLAND DR.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-228-014

PROJECT PARCEL : 225
NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°25'10"W	100.01'
L2	N0°30'19"W	2.73'
L3	N89°15'55"E	100.01'
L4	S0°27'53"E	3.00'



LICENSED LAND SURVEYOR
AARON L. MUELLER
21428
IOWA

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

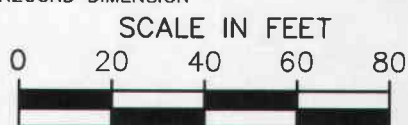
Aaron L. Mueller
AARON L. MUELLER Date
MARCH 11, 2024

License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 23°45'25" E 59.58' MEASURED DIMENSION (59.6')
- E 59.58' RECORD DIMENSION (59.6')

REFERENCE DOCUMENTS
CLD 673, PG 987



1" = 40'



RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: LEONARD W. CORPMAN & MAUREEN L. CORPMAN
2418 WOODLAND DRIVE
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-228-014

PROJECT PARCEL: 225

DESCRIPTION:

PARTS OF LOT 6 AND LOT 7, DIVISION "J" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

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THIS ACQUISITION CONTAINS 287 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20___, by Leonard W. Corpman and Maureen L. Corpman, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

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8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

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PROPRIETOR:	LEONARD W & MAUREEN L CORPMAN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

**TEMPORARY CONSTRUCTION EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

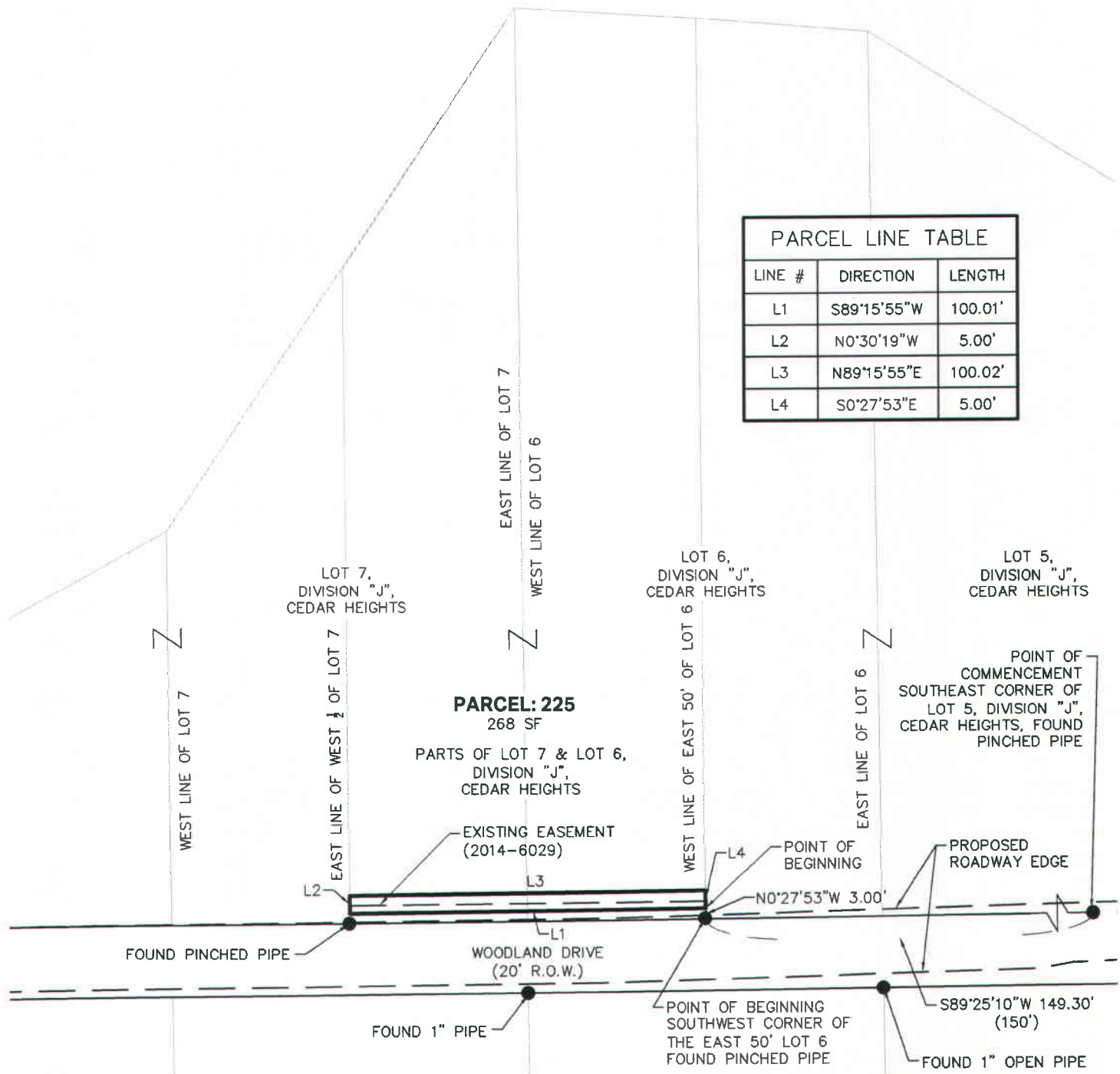
OWNER: LEONARD W & MAUREEN L CORPMAN
2418 WOODLAND DR.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-228-014

PROJECT PARCEL : 225

NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13

PARCEL LINE TABLE		
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L2	N0°30'19"W	5.00'
L3	N89°15'55"E	100.02'
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LICENSED LAND SURVEYOR
AARON L. MUELLER
21428
IOWA

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

Aaron L. Mueller **MARCH 11, 2024**
AARON L. MUELLER Date

License number 21428

My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

- LEGEND:**
- PARCEL OR LOT CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - S 89°25'10" E 149.30' (150') MEASURED DIMENSION
 - N0°27'53"W 3.00' RECORD DIMENSION

REFERENCE DOCUMENTS
CLD 673, PG. 987



CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 2424 Woodland Drive
Parcel Number: 226
Project Number: RC-092-3271

County Tax Parcel No: 891318228020
Project Name: Cedar Heights Area Street
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202__, by and between Gregory L. Greco and Jayne M. Greco, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 3,712.50	on possession and conveyance	60 days after Buyer approval
\$ 3,712.50	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	560	sq. ft.		\$2,800.00
Underlying Fee Title		sq. ft.		\$
Temporary Easement	1,433	sq. ft.		\$ 575.00
Permanent Easement		sq. ft.		\$
Buildings				\$
Other				\$ 337.50

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

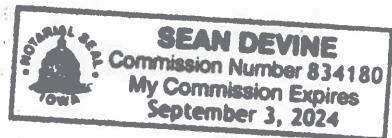
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
 - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X  02/13/2024 X  02/13/2024
 Gregory L. Greco Date Jayne M. Greco Date

State of Iowa
 County of Blackhawk



This record was acknowledged before me on the 13 day of February, 2024, by
Gregory L. Greco and Jayne M. Greco


 Signature of notarial officer

9-3-2024
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

INDEX LEGEND	
LOCATION:	PART OF LOTS 5 & 6, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	GREGORY L & JAYNE M GRECO
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

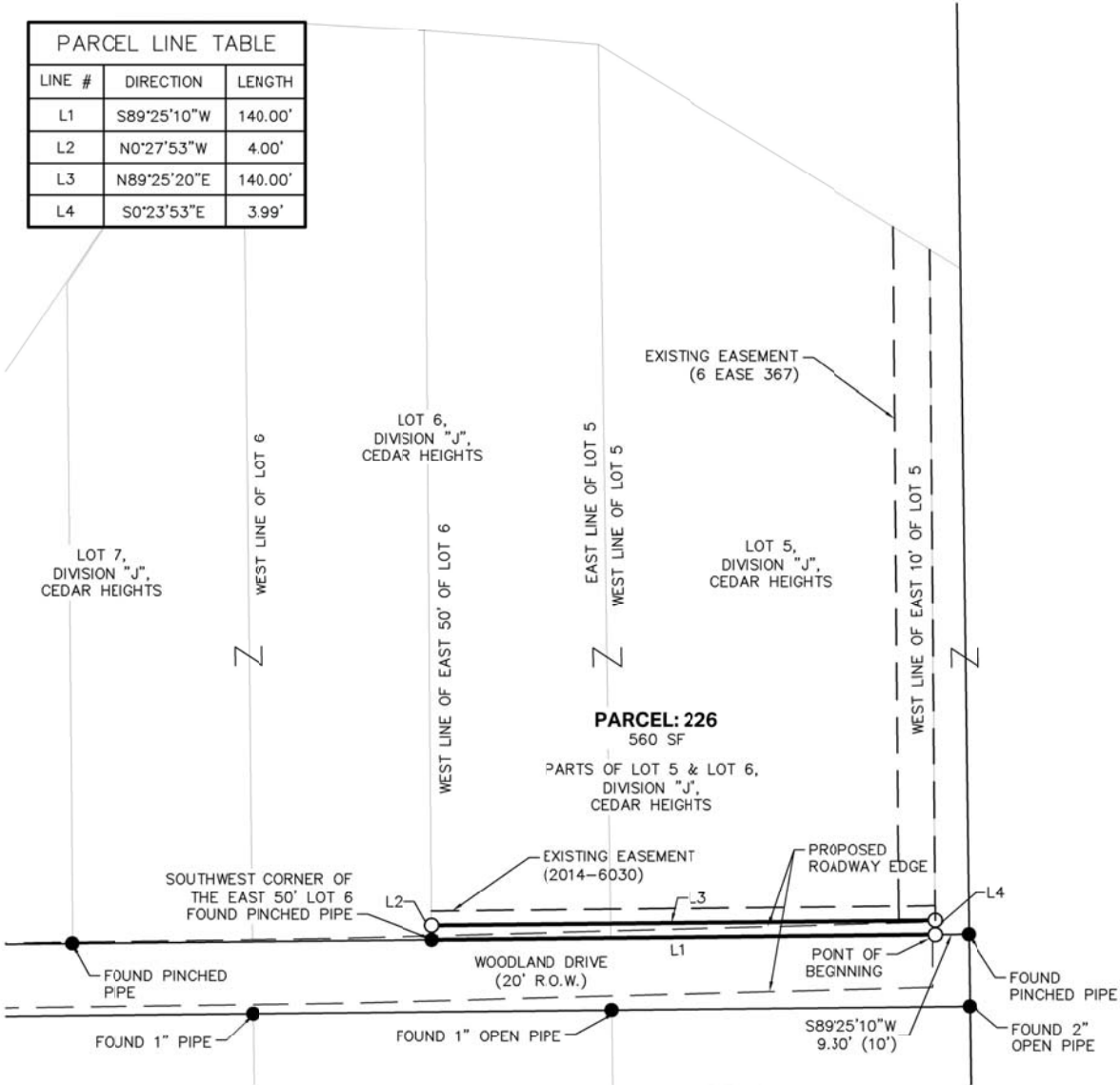
**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: GREGORY L & JAYNE M GRECO COUNTY PARCEL NO. 8913-18-228-020
2424 WOODLAND DR.
CEDAR FALLS, IOWA

PROJECT PARCEL : 226

NE ¼ OF SECTION: 18 TOWNSHIP: 8S RANGE: 13

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°25'10"W	140.00'
L2	N0°27'53"W	4.00'
L3	N89°25'20"E	140.00'
L4	S0°23'53"E	3.99'



LICENSED LAND SURVEYOR
AARON L. MUELLER
21428
IOWA

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

Aaron L. Mueller **MARCH 11, 2024**
Date

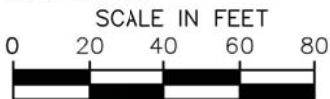
AARON L. MUELLER License number 21428
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
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- MEASURED DIMENSION
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S 89°25'10" E 9.30' (10')
REFERENCE DOCUMENTS
CLD 674, PAGE 138



RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: GREGORY L. GRECO & JAYNE M. GRECO COUNTY PARCEL NO. 8913-18-228-020
2424 WOODLAND DRIVE
CEDAR FALLS, IOWA

PROJECT PARCEL: 226

DESCRIPTION:

PARTS OF LOT 5 AND LOT 6, DIVISION "J" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 9.30 FEET (RECORD 10') TO THE SOUTHWEST CORNER OF THE EAST 10 FEET OF LOT 5, THE POINT OF BEGINNING; THENCE NORTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 140.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 50 FEET OF SAID LOT 6; THENCE NORTH 00°27'53" WEST ALONG THE WEST LINE OF THE EAST 50 FEET OF SAID LOT 6, 4.00 FEET; THENCE NORTH 89°25'20" EAST, 140.00 FEET TO THE WEST LINE OF THE EAST 10 FEET OF SAID LOT 5; THENCE SOUTH 00°23'53" EAST ALONG THE WEST LINE OF THE EAST 10 FEET OF SAID LOT 5, 3.99 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 560 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20___, by Gregory L. Greco and Jayne M. Greco, husband and wife (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor’s premises that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X
Gregory L. Greco

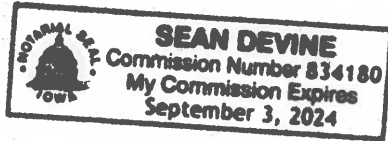
X
Jayne M. Greco

State of Iowa)

County of Blackhawk)

This record was acknowledged before me on the 13 day of February,
2024, by Gregory L. Greco and Jayne M. Greco, Grantors.

Sean Devine
Signature of notarial officer



Stamp

[Notary for the State of Iowa]
Title of Office

[My commission expires: 9-3-2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

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SURVEY PREPARED BY:	AECOM
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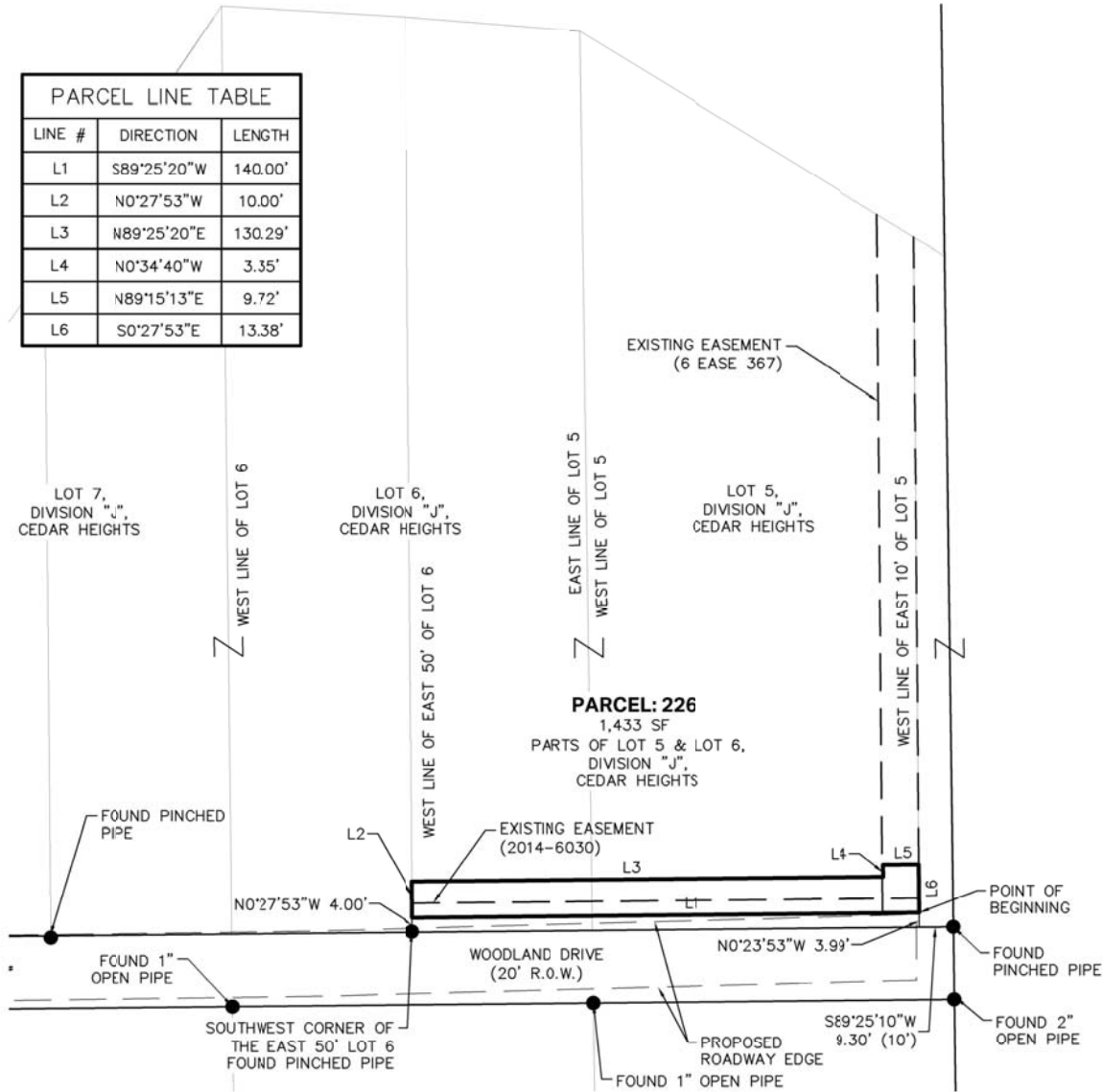
TEMPORARY CONSTRUCTION EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA


OWNER: GREGORY L & JAYNE M GRECO COUNTY PARCEL NO. 8913-18-228-020
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 CEDAR FALLS, IOWA

PROJECT PARCEL : 226

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L4	N0°34'40"W	3.35'
L5	N89°15'13"E	9.72'
L6	S0°27'53"E	13.38'





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

MARCH 11, 2024
Date

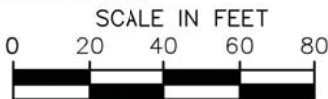
AARON L. MUELLER
License number 21428
My license renewal date is December 31, 2024

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- MEASURED DIMENSION
- - - - - MEASURED DIMENSION

S 89°25'10" E 9.30' (10')
 REFERENCE DOCUMENTS
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1" = 40'



TEMPORARY CONSTRUCTION EASEMENT PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: GREGORY L. GRECO & JAYNE M. GRECO COUNTY PARCEL NO. 8913-18-228-020
2424 WOODLAND DRIVE
CEDAR FALLS, IOWA

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DESCRIPTION:

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THIS TEMPORARY EASEMENT CONTAINS 1,433 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2425 Woodland Drive
Parcel Number: 228
Project Number: RC-092-3271

County Tax Parcel No: 891318278002
Project Name: Cedar Heights Area Street
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 202_, by and between Jerry L. Shoff and Martha E. Shoff, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

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- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
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\$ _____	on surrender of possession	_____
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BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.		\$ _____
Underlying Fee Title	_____	sq. ft.		\$ _____
Temporary Easement	1,196	sq. ft.		\$ 480.00
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Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

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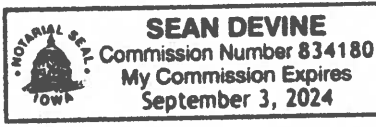
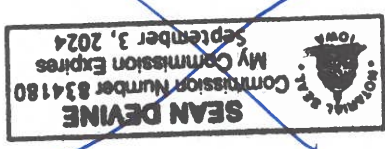
X Jerry L. Shoff 12/19/23 Date Martha E. Shoff 12/19/23 Date
 Jerry L. Shoff Date Martha E. Shoff Date

State of Iowa
 County of Blackhawk

This record was acknowledged before me on the 19 day of December, 2023, by
Jerry L. Shoff and Martha E. Shoff

Sean Devine
 Signature of notarial officer

09/03/2024
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
Daniel Laudick, Mayor

ATTEST:

By: _____
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

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See Temporary Easement Exhibit attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

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continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

X Jerry L. Shoff
Jerry L. Shoff

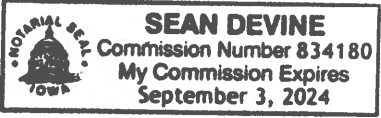
X Martha E. Shoff
Martha E. Shoff

State of Iowa)

County of Blackhawk)

This record was acknowledged before me on the 19 day of December,
2023, by Jerry L. Shoff and Martha E Shoff, Grantors.

Sean Devine
Signature of notarial officer



Stamp

[Notary in and for the State of Iowa]
Title of Office

[My commission expires: 09/03/2023]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Daniel Laudick, Mayor

ATTEST

Kim Kerr, CMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

INDEX LEGEND	
LOCATION:	LOT 4, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	JERRY L & MARTHA E SHOFF
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

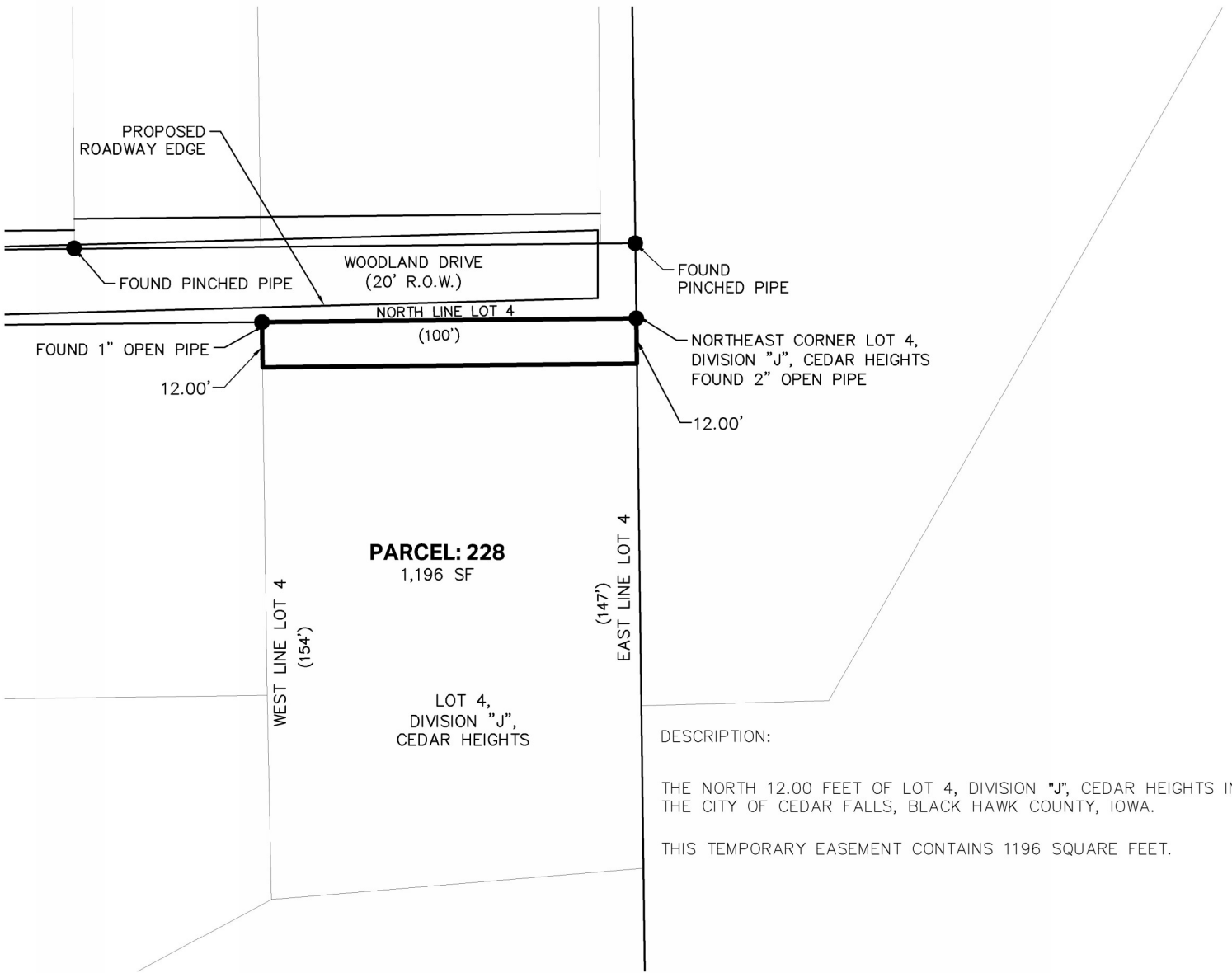
**TEMPORARY CONSTRUCTION EASEMENT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: JERRY L & MARTHA E SHOFF
2425 WOODLAND DR.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-278-002

PROJECT PARCEL : 228

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



DESCRIPTION:
THE NORTH 12.00 FEET OF LOT 4, DIVISION "J", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.
THIS TEMPORARY EASEMENT CONTAINS 1196 SQUARE FEET.

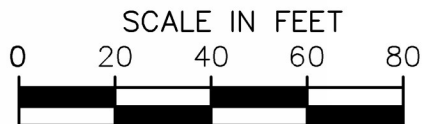
I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Aaron L. Mueller **December 8, 2023**
Date

AARON L. MUELLER
License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal: THIS SHEET ONLY

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- 12.00' MEASURED DIMENSION
- (100') RECORD DIMENSION



1"=40'




DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: May 20, 2024

SUBJECT: 2023 Sanitary Sewer Rehabilitation Project
 City Project Number: SA-000-3316
 Final Acceptance

The 2023 Sanitary Sewer Rehabilitation Project is completed and ready for final acceptance. This project consisted of installing a cured in place liner within existing 8-inch diameter sewer lines in selected areas of the City. The total project involves approximately 6,147 linear feet and 99 sewer service taps. This project was under contract with Municipal Pipe Tool Company, LLC of Hudson, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Maintenance Bond, Municipal Pipe Tool Company, LLC

Funding Source	Attributed Costs
Sewer Rental Fund (SRF)	\$264,978.08

I certify that the public improvements for the 2023 Sanitary Sewer Rehabilitation Project were completed in reasonable compliance with the project plans and specifications.

5/13/2024

Matthew Tolan, EI

Date

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, Controller/City Treasurer
 Tyler Griffin, Water Reclamation Manager

**MUNICIPAL PIPE TOOL COMPANY LLC
CONTRACTOR'S PAYMENT REQUEST**

Estimate No. 3-FINAL
 MPT Job ID# 2023-11
 Project: 2023 Sanitary Sewer Rehabilitation Project
 Project No. SA-000-3316
 Owner: City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613
 Engineer: City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613

Period: From: 5/6/2024 105%
 To: 5/7/2024 % Complete Total contract
 Date: 5/7/2024
 Contractor: Municipal Pipe Tool Co., LLC 105%
 515 5th Street - PO Box 398 % Complete Original Contract
 Hudson, IA 50643

BASE BID ITEMS		Anticipated :				COMPLETED:		
		UNIT	QTY	PRICE	EXT PRICE	QTY	UNIT COST	VALUES
1	8" CIPP	LF	6,147	\$ 30.75	\$ 189,020.25	6520.1	\$ 30.75	\$ 200,493.08
2	BUILDING SANITARY SEWER SERVICE RECONNECTION	EA	99	\$ 75.00	\$ 7,425.00	111	\$ 75.00	\$ 8,325.00
3	GROUTING SERVICE LATERALS	EA	99	\$ 420.00	\$ 41,580.00	98	\$ 420.00	\$ 41,160.00
4	MOBILIZATION	LF	1	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$ 15,000.00
					\$ -		\$ -	\$ -
					\$ -		\$ -	\$ -
					\$ -		\$ -	\$ -
					\$ -		\$ -	\$ -
					\$ -		\$ -	\$ -
					\$ -		\$ -	\$ -
					\$ -		\$ -	\$ -

ORIGINAL CONTRACT:	\$253,025.25	Total Anticipated	\$ 253,025.25	Total Completed	\$ 264,978.08
		Less Retained	\$ -	Less Retained	\$ -
		Total Anticipated less retain	\$ 253,025.25	Net Amount Earned	\$ 264,978.08
				Previous Pay Requests	
				#1 8/2/2023	\$ 188,031.85
CURRENT CONTRACT AMOUNT	\$253,025.25			#2 4/24/2024	\$ 50,448.42

Accepted by: Sharon Waschkat
 Municipal Pipe Tool Co., LLC

Accepted by: _____
 City

Total previous pay requests	\$ 238,480.27
Amount due this payment	\$ 26,497.81
Contract Amount	\$ 253,025.25
Balance to complete	\$ (11,952.83)

Performance, Payment and Maintenance Bond

SURETY BOND NO. 100005943

KNOW ALL BY THESE PRESENTS:

That we, Municipal Pipe Tool Co., LLC, as Principal (hereinafter the “Contractor” or “Principal” and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Fifty Three Thousand, Twenty Five and 25/100 Dollars (\$ 253,025.25), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2023, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2023 SANITARY SEWER REHABILITATION PROJECT PROJECT No. SA-000-3316

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

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

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

under the Contract, by reason of defects in workmanship or materials used in construction of said work;

- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

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

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

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

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

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

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond,

the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

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

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

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

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

Project No. SA-000-3316

Witness our hands, in triplicate, this _____ day of _____, 2023.

Surety Countersigned By:

PRINCIPAL:

Not Required
Signature of Agent

Municipal Pipe Tool Co., LLC
Contractor

Sharon Waschkat
Printed Name of Agent

By: Sharon Waschkat
Signature
COO
Title

Company Name

SURETY:

Company Address

Merchants Bonding Company (Mutual)
Surety Company

City, State, Zip Code

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

Company Telephone Number

Sara Huston, Attorney-in-Fact & IA Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

FORM APPROVED BY:

2727 Grand Prairie Parkway
Company Address

Attorney for Owner

Waukee, IA 50263
City, State, Zip Code

515-223-6800
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.

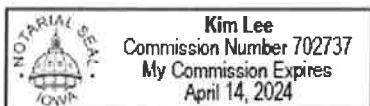


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Matthew Tolan, EI, Civil Engineer II
DATE: May 20, 2024
SUBJECT: Various Intersection Improvements
City Project Number: TS-000-3294
Final Acceptance

The Various Intersection Improvements is completed and ready for final acceptance. This project involved improvements at three city intersections. A new traffic signal at Hudson/Ridgeway, and landscaping improvements in the roundabout intersections at Prairie Parkway/Prairie View Road and Prairie Parkway/Brandilynn Boulevard. This project was under contract with K&W Electric of Cedar Falls, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Lien Waivers
- Maintenance Bond, K&W Electric

The following lien waivers have been reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns: K&W Electric Suppliers and K&W Electric subcontractors. Suppliers include Echo Group Inc., Crescent Electric Supply Inc., Manatt's Inc., Utility Equipment Co Inc., Traffic Control Corp., Terry-Durin Co Inc., and Mobotrex Inc. Subcontractors include Hoffman & Hoffman Trenching Inc., Iowa Plains Signing Inc., Mike Dolan Concrete & Mason Inc., and Mattias Landscaping Inc.

This project was primarily funded by Tax Increment Financing. Below is a breakdown of final contract costs and the funding sources utilized:

Funding Source	Attributed Costs Roundabouts	Attributed Costs Traffic Signal
Capital Projects - Private Contribution	\$40,000.00	\$0.00
Local Sales Tax	\$0.00	\$170,000.00
Street Construction Fund	\$0.00	\$128,045.75
Tax Increment Financing – PP	\$399,011.05	\$0.00
Total Costs Per Division	\$439,011.05	\$298,045.75

With Council approval, a transfer of funds from the following funding sources to the Tax Increment Financing Fund will be made, per Iowa Code 545-2.5.

Funding Source	Attributed Costs Roundabouts	Attributed Costs Traffic Signal
Capital Projects - Private Contribution	\$40,000.00	\$0.00
Local Sales Tax	\$0.00	\$170,000.00
Street Construction Fund	\$0.00	\$128,045.75

I certify that the public improvements for the Various Intersection Improvements were completed in reasonable compliance with the project plans and specifications.


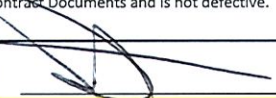


5/13/2024

Matthew Tolan, EI

Date

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, Controller/City Treasurer

	CONTRACTOR'S APPLICATION FOR PAYMENT	No. 11	Pay Application
Various Intersection Improvement Project		Application Period: 04/17/24 to 05/01/24	Application Date: 05/06/24
Project Number: TS-000-3294		To (Owner): City of Cedar Falls	Via (Engineer): Matthew Tolan
Contract Completion Date: 09/30/23		From (Contractor): K&W Electric, Inc	Civil Engineer II
Change Order Summary			
Approved Change Orders:			
Number	Additions (a)	Deductions (b)	
1	\$ -	\$ -	
2	\$ -	\$ -	
3	\$ -	\$ -	
4	\$ -	\$ -	
5	\$ -	\$ -	
6	\$ -	\$ -	
7	\$ -	\$ -	
8	\$ -	\$ -	
9	\$ -	\$ -	
10	\$ -	\$ -	
11	\$ -	\$ -	
12	\$ -	\$ -	
13	\$ -	\$ -	
14	\$ -	\$ -	
15	\$ -	\$ -	
Totals	\$ -	\$ -	
Net Change by Change Orders			
(a) + (b) = (c)		\$ -	
Contractor's Certification			
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
By (Contractor): 			
Date: 5-7-24		Jeremy Brandt, K&W Electric	
		1. ORIGINAL CONTRACT PRICE	\$ 728,796.05
		2. NET CHANGE BY CHANGE ORDERS (c)	\$ -
		3. CURRENT CONTRACT PRICE	\$ 728,796.05
		4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$ 737,056.80
		5. RETAINAGE	
		a. 0% x \$ 737,056.80 Work Completed	\$ -
		b. 5% x \$ - Stored Materials	\$ -
		c. Total Retainage (Line 5a + Line 5b)	\$ -
		6. CUMULATIVE LIQUIDATED DAMAGES CHARGED	
		0 Days x \$ 1,000.00 Per Day	\$ -
		7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)	\$ 737,056.80
		8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$ 700,203.96
		9. AMOUNT DUE THIS APPLICATION	\$ 36,852.84
		10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$ 737,056.80
		11. % OF COMPLETION	
		Original Contract Price (Line 10 ÷ Line 1)	101%
		Current Contract Price (Line 10 ÷ Line 3)	101%
		Payment of: \$	36,852.84
		Matthew Tolan (Line 9 or Other Amount)	
		Is Respectfully Submitted:	
		Matthew Tolan, Civil Engineer II	Date

Digitally signed by Matthew Tolan
 DN: cn=US, e=matthew.tolan@cedarfalls.com,
 City of Cedar Falls, OU=Engineering
 Division, CN=Matthew Tolan
 Reason: I am approving this document
 Date: 2024.05.07 10:00:00 -0400

CONTRACTOR'S APPLICATION FOR PAYMENT															No. 11		Estimate	
Various Intersection Improvement Project					Application Period: 04/17/24 to 05/01/24					Application Date: 05/06/24								
Project Number: TS-000-3294					To (Owner): City of Cedar Falls					Via (Engineer): Matthew Tolan								
Contract Completion Date: 09/30/23					From (Contractor): K&W Electric, Inc					Civil Engineer II								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P			
Bid Item Number	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed			
1	Topsoli, Off-site	CY	674.00	\$ 32.00	\$ 21,568.00	674.00	-	\$ -	674.00	\$ 21,568.00	\$ -	\$ 21,568.00	100%	\$ -	X			
2	Excavation, Class 10	CY	2,199.00	\$ 22.00	\$ 48,378.00	2,199.00	-	\$ -	2,199.00	\$ 48,378.00	\$ -	\$ 48,378.00	100%	\$ -	X			
3	Traffic Signal	LS	1.00	\$ 281,000.00	\$ 281,000.00	1.00	-	\$ -	1.00	\$ 281,000.00	\$ -	\$ 281,000.00	100%	\$ -	X			
4	Painted Pavement Markings, Waterborne	STA	5.77	\$ 310.00	\$ 1,788.70	5.77	-	\$ -	5.77	\$ 1,788.70	\$ -	\$ 1,788.70	100%	\$ -	X			
5	Painted Symbols and Legends	EA	4.00	\$ 135.00	\$ 540.00	4.00	-	\$ -	4.00	\$ 540.00	\$ -	\$ 540.00	100%	\$ -	X			
6	Temporary Traffic Control	LS	1.00	\$ 11,650.00	\$ 11,650.00	1.00	-	\$ -	1.00	\$ 11,650.00	\$ -	\$ 11,650.00	100%	\$ -	X			
7	Sign Panels	SF	38.30	\$ 23.00	\$ 880.90	38.30	-	\$ -	38.30	\$ 880.90	\$ -	\$ 880.90	100%	\$ -	X			
8	Sign Posts	LF	88.00	\$ 23.00	\$ 2,024.00	88.00	-	\$ -	88.00	\$ 2,024.00	\$ -	\$ 2,024.00	100%	\$ -	X			
9	Removal of Sign	EA	4.00	\$ 75.00	\$ 300.00	4.00	-	\$ -	4.00	\$ 300.00	\$ -	\$ 300.00	100%	\$ -	X			
10	Removal and Reinstallation of Sign	EA	4.00	\$ 250.00	\$ 1,000.00	4.00	-	\$ -	4.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -	X			
11	Conventional Seeding, Fertilizing, and Mulching, Native Seed	AC	0.08	\$ 6,900.00	\$ 552.00	0.08	-	\$ -	0.08	\$ 552.00	\$ -	\$ 552.00	100%	\$ -	X			
12	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 Seed Mixture	AC	0.41	\$ 13,725.00	\$ 5,627.25	0.41	-	\$ -	0.41	\$ 5,627.25	\$ -	\$ 5,627.25	100%	\$ -	X			
13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2 Seed Mixture	AC	0.21	\$ 13,725.00	\$ 2,882.25	0.21	-	\$ -	0.21	\$ 2,882.25	\$ -	\$ 2,882.25	100%	\$ -	X			
14	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 4 Seed Mixture	AC	0.21	\$ 4,575.00	\$ 960.75	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 960.75	X			
15	Plants, Lump Sum, With Warranty	LS	1.00	\$ 23,950.00	\$ 23,950.00	1.00	-	\$ -	1.00	\$ 23,950.00	\$ -	\$ 23,950.00	100%	\$ -	X			
16	Mulch, Shredded Bark	CY	40.00	\$ 139.00	\$ 5,560.00	40.00	-	\$ -	40.00	\$ 5,560.00	\$ -	\$ 5,560.00	100%	\$ -	X			
17	Mulch, Rock	CY	8.00	\$ 253.00	\$ 2,024.00	8.00	-	\$ -	8.00	\$ 2,024.00	\$ -	\$ 2,024.00	100%	\$ -	X			
18	SWPPP Management	LS	1.00	\$ 500.00	\$ 500.00	1.00	-	\$ -	1.00	\$ 500.00	\$ -	\$ 500.00	100%	\$ -	X			
19	Filter Sock, 12"	LF	846.00	\$ 3.50	\$ 2,961.00	760.00	-	\$ -	760.00	\$ 2,660.00	\$ -	\$ 2,660.00	90%	\$ 301.00	X			
20	Filter Sock, Removal	LF	846.00	\$ 0.65	\$ 549.90	760.00	-	\$ -	760.00	\$ 494.00	\$ -	\$ 494.00	90%	\$ 55.90	X			
21	Temporary RECP, Type 2C	SY	403.00	\$ 2.10	\$ 846.30	403.00	-	\$ -	403.00	\$ 846.30	\$ -	\$ 846.30	100%	\$ -	X			
22	Silt Fence	LF	285.00	\$ 3.70	\$ 1,054.50	298.00	-	\$ -	298.00	\$ 1,102.60	\$ -	\$ 1,102.60	105%	\$ (48.10)	X			
23	Silt Fence Removal of Sediment	LF	285.00	\$ 1.05	\$ 299.25	298.00	-	\$ -	298.00	\$ 312.90	\$ -	\$ 312.90	105%	\$ (13.65)	X			
24	Silt Fence Removal of Device	LF	285.00	\$ 1.05	\$ 299.25	298.00	-	\$ -	298.00	\$ 312.90	\$ -	\$ 312.90	105%	\$ (13.65)	X			
25	Monument Preservation and Replacement	LS	1.00	\$ 1,300.00	\$ 1,300.00	1.00	-	\$ -	1.00	\$ 1,300.00	\$ -	\$ 1,300.00	100%	\$ -	X			
26	Mobilization	LS	1.00	\$ 5,250.00	\$ 5,250.00	1.00	-	\$ -	1.00	\$ 5,250.00	\$ -	\$ 5,250.00	100%	\$ -	X			
27	Concrete Washout	LS	1.00	\$ 250.00	\$ 250.00	1.00	-	\$ -	1.00	\$ 250.00	\$ -	\$ 250.00	100%	\$ -	X			
28	Monument	EA	8.00	\$ 33,600.00	\$ 268,800.00	8.00	-	\$ -	8.00	\$ 268,800.00	\$ -	\$ 268,800.00	100%	\$ -	X			
29	Limestone Edging, 6" WIDE	TON	22.00	\$ 850.00	\$ 18,700.00	33.18	-	\$ -	33.18	\$ 28,203.00	\$ -	\$ 28,203.00	151%	\$ (9,503.00)	X			
30	Electrical & Lighting	LS	1.00	\$ 17,300.00	\$ 17,300.00	1.00	-	\$ -	1.00	\$ 17,300.00	\$ -	\$ 17,300.00	100%	\$ -	X			
					Totals	\$ 728,796.05			\$ -		\$ 737,056.80	\$ -	\$ 737,056.80		\$ (8,260.75)			

No.	Item Discription	Units	Unit Bid Price	Quantities		Costs	
				Divison 1 - Roundabouts	Division 2 - Traffic Signal	Divison 1 - Roundabouts	Division 2 - Traffic Signal
1	Topsoil, Off-site	CY	\$ 32.00	674	0	\$ 21,568.00	\$ -
2	Excavation, Class 10	CY	\$ 22.00	2199	0	\$ 48,378.00	\$ -
3	Traffic Signal	LS	\$ 281,000.00	0	1	\$ -	\$ 281,000.00
4	Painted Pavement Markings, Waterborne	STA	\$ 310.00	0	5.77	\$ -	\$ 1,788.70
5	Painted Symbols and Legends	EA	\$ 135.00	0	4	\$ -	\$ 540.00
6	Temporary Traffic Control	LS	\$ 11,650.00	0.5	0.5	\$ 5,825.00	\$ 5,825.00
7	Sign Panels	SF	\$ 23.00	32	6.3	\$ 736.00	\$ 144.90
8	Sign Posts	LF	\$ 23.00	88	0	\$ 2,024.00	\$ -
9	Removal of Sign	EA	\$ 75.00	4	0	\$ 300.00	\$ -
10	Removal and Reinstallation of Sign	EA	\$ 250.00	4	0	\$ 1,000.00	\$ -
11	Convventional Seeding, Fertlizing, and Mulching, Native Seed	AC	\$ 6,900.00	0.08	0	\$ 552.00	\$ -
12	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 Seed Mixture	AC	\$ 13,725.00	0.41	0	\$ 5,627.25	\$ -
13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2 Seed Mixture	AC	\$ 13,725.00	0	0.21	\$ -	\$ 2,882.25
14	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 4 Seed Mixture	AC	\$ 4,575.00	0	0	\$ -	\$ -
15	Plants, Lump Sum, With Warranty	LS	\$ 23,950.00	1	0	\$ 23,950.00	\$ -
16	Mulch, Shredded Bark	CY	\$ 139.00	40	0	\$ 5,560.00	\$ -
17	Mulch, Rock	CY	\$ 253.00	8	0	\$ 2,024.00	\$ -
18	SWPPP Management	LS	\$ 500.00	0.55	0.45	\$ 275.00	\$ 225.00
19	Filter Sock, 12"	LF	\$ 3.50	700	60	\$ 2,450.00	\$ 210.00
20	Filter Sock, Removal	LF	\$ 0.65	700	60	\$ 455.00	\$ 39.00
21	Temporary RECP, Type 2C	SY	\$ 2.10	403	0	\$ 846.30	\$ -
22	Silt Fence	LF	\$ 3.70	0	298	\$ -	\$ 1,102.60
23	Silt Fence Removal of Sediment	LF	\$ 1.05	0	298	\$ -	\$ 312.90
24	Silt Fence Removal of Device	LF	\$ 1.05	0	298	\$ -	\$ 312.90
25	Monument Preservation and Replacement	LS	\$ 1,300.00	0	1	\$ -	\$ 1,300.00
26	Mobilization	LS	\$ 5,250.00	0.55	0.45	\$ 2,887.50	\$ 2,362.50
27	Concrete Washout	LS	\$ 250.00	1	0	\$ 250.00	\$ -
28	Monument	EA	\$ 33,600.00	8	0	\$ 268,800.00	\$ -
29	Limestone Edging, 6" WIDE	TON	\$ 850.00	33.18	0	\$ 28,203.00	\$ -
30	Electrical & Lighting	LS	\$ 17,300.00	1	0	\$ 17,300.00	\$ -
Division Totals:						\$ 439,011.05	\$ 298,045.75

Performance, Payment and Maintenance Bond

SURETY BOND NO. 292559J

KNOW ALL BY THESE PRESENTS:

That we, K&W Electric, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Westfield Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Seven Hundred Twenty Eight Thousand Seven Hundred Ninety Six & 05/100 Dollars (\$ 728,796.05), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

HUDSON ROAD & W RIDGEWAY INTERSECTION IMPROVEMENTS Project TS-000-3294

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

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

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

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

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

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

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

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

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

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

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

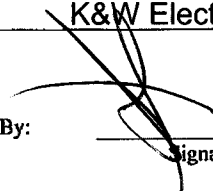
When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions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

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

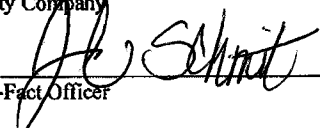
Project No(s). TS-000-3294

Witness our hands, in triplicate, this _____ day of _____, 2023.

Surety Countersigned By: **PRINCIPAL:**

Signature of Agent	K&W Electric, Inc. Contractor
Printed Name of Agent	By:  Signature V. P. Title

SURETY:

Company Name	Westfield Insurance Company Surety Company
Company Address	By:  Signature Attorney-in-Fact Officer
City, State, Zip Code	Joseph I. Schmit, Attorney-in-Fact Printed Name of Attorney-in-Fact Officer
Company Telephone Number	

AssuredPartners Great Plains, LLC
Company Name
4200 University Ave., Ste. 200
West Des Moines, Iowa 50266
Company Address

FORM APPROVED BY:

	City, State, Zip Code
Attorney for Owner	Company Telephone Number

NOTE:

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

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORBACH, JOINTLY OR SEVERALLY

of WEST DES MOINES and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Matthias Landscaping Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC INC, PO BOX 967, CEDAR FALLS, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336A

Upon receipt of **\$70,824.12** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 22nd day of Jan, 2024.

Matthias Landscaping Inc

(Supplier or Subcontractor)

By: [Signature]

Title: President

Before me this 22nd day of Jan, 2024

Notary: [Signature]



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Mike Dolan Concrete & Mason Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC INC, PO BOX 967, CEDAR FALLS, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336C

Upon receipt of **\$315,079.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 19th day of January, 2024.

Mike Dolan Concrete & Mason Inc

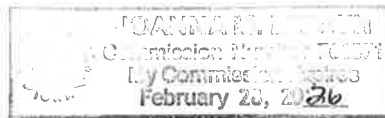
(Supplier or Subcontractor)

By: Mike Dolan

Title: President

Before me this 19th day of January, 2024

Notary: John M. B...



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Iowa Plains Signing Inc, furnished work, labor, services and/or materials, either directly, or as a subcontractor of K&W ELECTRIC INC, PO BOX 967, CEDAR FALLS, IA 50613 for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

Upon receipt of \$11,702.15 the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 17 day of January, 2024.

Iowa Plains Signing Inc

(Supplier or Subcontractor)

By: [Signature]

Title: Accounting Specialist



AMY SMITH
Commission Number 847250
My Commission Expires
April 06, 2026

Before me this 17 day of January, 2024

Notary: Amy Smith

RECEIVED JAN 22 2024

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Iowa Plains Signing Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

In consideration of **\$1,782.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

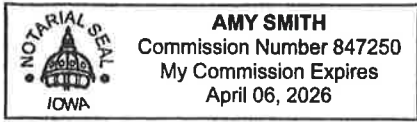
Dated this 17 day of January, 2024.

Iowa Plains Signing Inc

(Supplier or Subcontractor)

By: [Signature]

Title: Accounting Specialist



Before me this 17 day of January, 2024

Notary: Amy Smith

Invoice(s):
55591

RECEIVED JAN 22 2024

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Hoffman & Hoffman Trenching Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

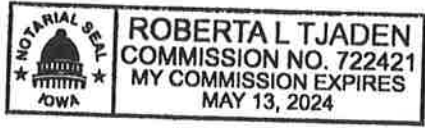
In consideration of **\$7,948.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 17th day of Feb, 2024.

Hoffman & Hoffman Trenching Inc
(Supplier or Subcontractor)
By: Brett Watkins
Title: Office Manager

Before me this 7th day of February, 2024

Notary: Roberta L Tjaden



Invoice(s):
12986, 13028

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Mobotrex Inc.**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

In consideration of **\$6,325.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

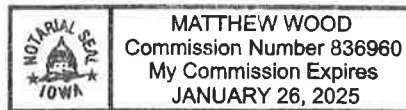
Dated this 17th day of January, 2024.

Mobotrex Inc.
(Supplier or Subcontractor)
By: Kalen Miller Morris
Title: Accountant

Before me this 17th day of January, 2024

Notary: Matthew Wood

**Invoice(s):
265200**



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Terry-Durin Co Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

In consideration of **\$75,747.25** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 6 day of February, 2024.

Terry-Durin Co Inc

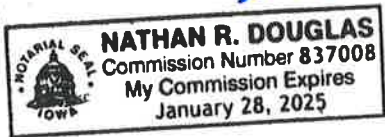
(Supplier or Subcontractor)

By: [Signature]

Title: President

Before me this 6th day of February, 2024

Notary: [Signature]



Invoice(s):

13068300, 12898400, 13439100, 13439101, 13439102, 12896800

Item 24.

WAIVER AND RELEASE OF LIEN


WHEREAS, the undersigned, **Traffic Control Corp**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

In consideration of **\$76,845.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 19th day of January, 2024.

Traffic Control Corp
(Supplier or Subcontractor)
By: John Lizzadro
Title: President 

Before me this 19 day of JANUARY, 2024

Notary: Mary A. Szymanski



Invoice(s):
143712, 145186, 145187

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Utility Equipment Co Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

In consideration of **\$1,030.89** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 19TH day of JANUARY, 2024.

Utility Equipment Co Inc

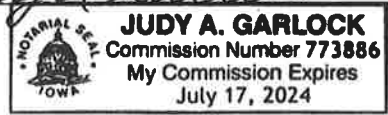
(Supplier or Subcontractor)

By: Michael R. Coryn

Title: MICHAEL R CORYN, PRESIDENT

Before me this 19TH day of JANUARY, 2024

Notary: Judy A. Garlock



Invoice(s):
30066483-000

RECEIVED JAN 1 2024

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Manatt's Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

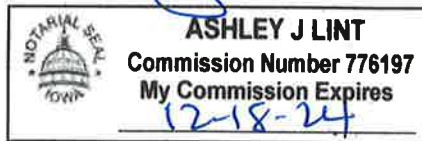
In consideration of **\$4,495.00** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 17 day of January, 2024.

Manatt's Inc
(Supplier or Subcontractor)
By: Sue McCoy
Title: A/R

Before me this 17 day of January, 2024

Notary: Ashley J Lint



Invoice(s):
5107207, 5107582, 5108512, 5108532, 5108400

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Crescent Electric Supply Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

In consideration of **\$1,696.27** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 22nd day of January, 2024.

Crescent Electric Supply Inc.
(Supplier or Subcontractor)
By: [Signature]
Title: Aaron Gassman, Credit Associate

Before me this 22nd day of January, 2024

Notary: [Signature]



Invoice(s):
S511171649.001, S511643756.001, S511644063.002, S511644063.001, S51202626.001

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, **Echo Group Inc**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W Electric Inc, PO Box 967, Cedar Falls, IA 50613** for the use in the construction, repair or improvement of the following property:

Hudson & Ridgeway Intersection Improvements

W.O. #6336

In consideration of **\$4,096.26** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 16 day of January, 2024.

Echo Group Inc.

(Supplier or Subcontractor)

By: [Signature]

Title: Credit Manager

Before me this 16 day of January, 2024

Notary: Cheryl Sealock



CHERYL SEALOCK
Commission Number B44373
MY COMMISSION EXPIRES
ON 02/01/2025

JAN 22 2024

Invoice(s):

S1003222.001, S10153988.001, S10189554.001, S10366822.001


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: May 20, 2024

SUBJECT: 2024 Alley Reconstruction Project
 City Project Number: RC-000-3335

On Friday, May 10, 2024 at 2:00 p.m. bids were received and opened for the 2024 Alley Reconstruction Project. A total of five (5) bids were received, with Boulder Contracting, LLC the low bidder:

	<i>Base Bid</i>
Engineering Estimate	\$578,178.00
Boulder Contracting, Inc.	\$390,980.25
Owen Contracting, Inc.	\$430,719.70
Vieth Construction Corp.	\$431,128.80
Peterson Contractors Inc	\$441,935.00
JQ Construction LLC	\$566,370.97

The Engineer's Estimate for this project was \$578,178.00. Boulder Contracting, Inc. of Grundy Center, Iowa submitted the low bid in the amount of \$390,980.25. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Boulder Contracting, Inc. in the amount of \$390,980.25. On June 3, 2024, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

Xc: Chase Schrage, Public Works Director
 David Wicke, P.E., City Engineer

2024 Alley Reconstruction Project (#9071555)

Owner: Cedar Falls IA, City of

05/10/2024 02:00 PM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Boulder Contracting, LLC		Owen Contracting, Inc.		Vieth Const. Corp.		Peterson Contractors Inc		JQ Construction LLC	
					Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9	Unit Price10	Extension11
1	2010-108-D-3	OFF-SITE TOPSOIL	Cu Yd	70	\$50.00	\$3,500.00	\$30.50	\$2,135.00	\$30.00	\$2,100.00	\$60.00	\$4,200.00	\$25.00	\$1,750.00	\$85.00	\$5,950.00
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	Cu Yd	632	\$30.00	\$18,960.00	\$15.50	\$9,796.00	\$15.00	\$9,480.00	\$31.00	\$19,592.00	\$12.50	\$7,900.00	\$18.50	\$11,692.00
3	2010-108-I-0	SUBBASE, MODIFIED, 6 INCH	Sq Yd	1770	\$17.00	\$30,090.00	\$9.25	\$16,372.50	\$9.00	\$15,930.00	\$12.50	\$22,125.00	\$12.50	\$22,125.00	\$9.25	\$16,372.50
4	4020-108-A-1	STORM SEWER, TRENCHED, 18 IN. HDPE	Ln Ft	155	\$60.00	\$9,300.00	\$36.00	\$5,580.00	\$75.00	\$11,625.00	\$105.00	\$16,275.00	\$85.00	\$13,175.00	\$90.53	\$14,032.15
5	4020-108-A-1	STORM SEWER, TRENCHED, 24 IN. HDPE	Ln Ft	291	\$120.00	\$34,920.00	\$51.00	\$14,841.00	\$90.00	\$26,190.00	\$86.50	\$25,171.50	\$120.00	\$34,920.00	\$100.01	\$29,102.91
6	4020-108-A-1	STORM SEWER, TRENCHED, 30 IN. HDPE	Ln Ft	42	\$130.00	\$5,460.00	\$56.00	\$2,352.00	\$95.00	\$3,990.00	\$158.00	\$6,636.00	\$125.00	\$5,250.00	\$126.79	\$5,325.18
7	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	Ea	4	\$2,200.00	\$8,800.00	\$407.00	\$1,628.00	\$800.00	\$3,200.00	\$1,000.00	\$4,000.00	\$1,250.00	\$5,000.00	\$15,000.00	\$60,000.00
8	4020-108-D-1	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	Ln Ft	571	\$30.00	\$17,130.00	\$21.00	\$11,991.00	\$20.00	\$11,420.00	\$15.00	\$8,565.00	\$15.00	\$8,565.00	\$10.84	\$6,189.64
9	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	Ln Ft	592	\$25.00	\$14,800.00	\$29.00	\$17,168.00	\$28.00	\$16,576.00	\$15.00	\$8,880.00	\$15.00	\$8,880.00	\$15.02	\$8,891.84
10	4040-108-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN.	Ea	4	\$600.00	\$2,400.00	\$815.00	\$3,260.00	\$800.00	\$3,200.00	\$550.00	\$2,200.00	\$1,000.00	\$4,000.00	\$818.60	\$3,274.40
11	4040-108-D-0	SUMP PUMP TAP	Ea	2	\$500.00	\$1,000.00	\$458.00	\$916.00	\$450.00	\$900.00	\$225.00	\$450.00	\$500.00	\$1,000.00	\$1,237.29	\$2,474.58
12	5020-108-E-0	VALVE BOX ADJUSTMENT	Ea	1	\$500.00	\$500.00	\$510.00	\$510.00	\$500.00	\$500.00	\$375.00	\$375.00	\$500.00	\$500.00	\$858.91	\$858.91
13	6010-108-B-0	INTAKE, SINGLE FLAT	Ea	4	\$7,000.00	\$28,000.00	\$1,225.00	\$4,900.00	\$7,200.00	\$28,800.00	\$8,300.00	\$33,200.00	\$8,000.00	\$32,000.00	\$6,837.10	\$27,348.40
14	6010-108-B-0	INTAKE, DOUBLE FLAT	Ea	1	\$8,500.00	\$8,500.00	\$1,325.00	\$1,325.00	\$8,500.00	\$8,500.00	\$8,750.00	\$8,750.00	\$10,000.00	\$10,000.00	\$10,226.65	\$10,226.65
15	6010-108-H-0	REMOVAL OF STORM SEWER MANHOLES AND INTAKES	Ea	4	\$1,500.00	\$6,000.00	\$407.00	\$1,628.00	\$400.00	\$1,600.00	\$1,250.00	\$5,000.00	\$1,000.00	\$4,000.00	\$560.00	\$2,240.00
16	7010-108-E-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 6 IN., CLASS "C"	Sq Yd	2073	\$75.00	\$155,475.00	\$68.50	\$142,000.50	\$58.30	\$120,855.90	\$54.00	\$111,942.00	\$63.00	\$130,599.00	\$62.00	\$128,526.00
17	7010-108-E-0	CURB, P.C.C. 7 IN. 2.5 FT. WIDTH, TYPE "C", CLASS III	Ln Ft	212	\$85.00	\$18,020.00	\$57.75	\$12,243.00	\$52.00	\$11,024.00	\$38.75	\$8,215.00	\$60.00	\$12,720.00	\$54.00	\$11,448.00
18	7030-108-A-0	REMOVAL OF DRIVEWAY	Sq Yd	255	\$30.00	\$7,650.00	\$9.25	\$2,358.75	\$15.00	\$3,825.00	\$20.00	\$5,100.00	\$17.50	\$4,462.50	\$10.40	\$2,652.00
19	7030-108-A-0	REMOVAL OF SIDEWALK	Sq Yd	87	\$30.00	\$2,610.00	\$9.25	\$804.75	\$15.00	\$1,305.00	\$19.00	\$1,653.00	\$17.50	\$1,522.50	\$10.00	\$870.00
20	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	Sq Yd	87	\$135.00	\$11,745.00	\$90.00	\$7,830.00	\$114.00	\$9,918.00	\$65.50	\$5,698.50	\$86.00	\$7,482.00	\$70.00	\$6,090.00
21	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	Sq Yd	255	\$135.00	\$34,425.00	\$87.00	\$22,185.00	\$111.00	\$28,305.00	\$68.00	\$17,340.00	\$66.00	\$16,830.00	\$70.00	\$17,850.00
22	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	Sq Yd	31	\$40.00	\$1,240.00	\$14.25	\$441.75	\$20.00	\$620.00	\$25.00	\$775.00	\$25.00	\$775.00	\$10.19	\$315.89
23	7040-108-A-0	PATCH, 7 IN. P.C.C., FULL DEPTH, "M" MIX	Sq Yd	44	\$300.00	\$13,200.00	\$171.00	\$7,524.00	\$85.00	\$3,740.00	\$81.25	\$3,575.00	\$90.00	\$3,960.00	\$81.00	\$3,564.00
24	7040-108-C-0	PATCH, PARTIAL DEPTH, HMA(ST) SURFACE, 1/2", PG58-28S	TONS	7	\$250.00	\$1,750.00	\$331.00	\$2,317.00	\$325.00	\$2,275.00	\$354.00	\$2,478.00	\$325.00	\$2,275.00	\$325.00	\$2,275.00
25	7040-108-H-0	PAVEMENT REMOVAL	Sq Yd	1232	\$18.00	\$22,176.00	\$12.50	\$15,400.00	\$12.90	\$15,892.80	\$19.00	\$23,408.00	\$8.00	\$9,856.00	\$8.00	\$9,856.00
26	7040-108-I-0	CURB AND GUTTER REMOVAL	Ln Ft	212	\$25.00	\$5,300.00	\$11.00	\$2,332.00	\$10.00	\$2,120.00	\$25.00	\$5,300.00	\$10.00	\$2,120.00	\$9.41	\$1,994.92
27	7080-10-8-B-0	ENGINEERING FABRIC	Sq Yd	600	\$8.00	\$4,800.00	\$6.25	\$3,750.00	\$6.00	\$3,600.00	\$2.75	\$1,650.00	\$4.00	\$2,400.00	\$2.55	\$1,530.00
28	7080-108-D-0	STORAGE AGGREGATE	Sq Yd	600	\$25.00	\$15,000.00	\$15.50	\$9,300.00	\$15.00	\$9,000.00	\$18.50	\$11,100.00	\$16.00	\$9,600.00	\$15.67	\$9,402.00
29	7080-108-E-0	FILTER AGGREGATE	Sq Yd	600	\$15.00	\$9,000.00	\$8.25	\$4,950.00	\$8.00	\$4,800.00	\$11.00	\$6,600.00	\$10.00	\$6,000.00	\$17.15	\$10,290.00
30	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	Sq Yd	250	\$145.00	\$36,250.00	\$123.00	\$30,750.00	\$120.24	\$30,060.00	\$134.00	\$33,500.00	\$125.00	\$31,250.00	\$120.24	\$30,060.00
31	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,400.00	\$3,400.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
32	9020-108-A-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRUALIC SEEDING	Sq Ft	3712	\$2.25	\$8,352.00	\$1.75	\$6,496.00	\$1.50	\$5,568.00	\$1.65	\$6,124.80	\$1.50	\$5,568.00	\$1.50	\$5,568.00
33	9040-108-D-1A	WATTLES, 9 IN., STRAW	Ln Ft	100	\$10.00	\$1,000.00	\$2.25	\$225.00	\$2.00	\$200.00	\$3.75	\$375.00	\$5.00	\$500.00	\$2.50	\$250.00
34	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	Ln Ft	100	\$5.00	\$500.00	\$1.50	\$150.00	\$1.00	\$100.00	\$1.50	\$150.00	\$1.00	\$100.00	\$2.50	\$250.00
35	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	Ea	5	\$375.00	\$1,875.00	\$153.00	\$765.00	\$150.00	\$750.00	\$225.00	\$1,125.00	\$220.00	\$1,100.00	\$100.00	\$500.00
36	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	Ea	5	\$90.00	\$450.00	\$51.00	\$255.00	\$50.00	\$250.00	\$100.00	\$500.00	\$50.00	\$250.00	\$100.00	\$500.00
37	11020-108-A-0	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$28,000.00	\$28,000.00	\$13,500.00	\$13,500.00	\$30,000.00	\$30,000.00	\$115,000.00	\$115,000.00
38	11050-108-A-10	CONCRETE WASHOUT	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$500.00	\$500.00	\$600.00	\$600.00
					\$578,178.00		\$390,980.25		\$430,719.70		\$431,128.80		\$441,935.00		\$566,370.97	


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Brett Armstrong, E.I., Civil Engineer II

DATE: May 20th, 2024

SUBJECT: 2024 Sidewalk Assessment Project
 City Project Number: SW-000-3324
 Bid Opening

On Friday, May 10th, 2024 at 10:00 A.M., bids were received and opened for the 2024 Sidewalk Assessment Project. A total of four (4) bid(s) were received with one bid being non-conforming. JQ Construction was the apparent low bidder:

	<i>Base Bid</i>
<u>Engineering Estimate</u>	\$439,488.50
JQ Construction	\$146,051.58
Owen Contracting, Inc.	\$186,470.35
Boulder Contracting, LLC	\$244,509.30

The Engineer's Estimate for this project was \$439,488.50. JQ Construction of Washburn, Iowa submitted the low bid in the amount of \$146,051.58. Attached is a bid tabulation for your reference. The project will be funded through assessment of the corresponding property owners.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from JQ Construction in the amount of \$146,051.58. On June 3rd, 2024, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer

2024 Sidewalk Assessment Project (#9066552)

Project Number: SW-000-3324

Owner: Cedar Falls IA, City of

05/10/2024 10:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		JQ Construction LLC		Owen Contracting, Inc.		Boulder Contracting, LLC	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-108-D-3	OFF-SITE TOPSOIL	Cu Yd	84.9	\$250.00	\$21,225.00	\$54.25	\$4,605.83	\$275.00	\$23,347.50	\$94.00	\$7,980.60
2	7030-108-A-0	REMOVAL OF SIDEWALK	Sq Yd	1410.1	\$90.00	\$126,909.00	\$25.00	\$35,252.50	\$21.00	\$29,612.10	\$41.00	\$57,814.10
3	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	Sq Yd	1029.3	\$125.00	\$128,662.50	\$61.90	\$63,713.67	\$71.50	\$73,594.95	\$95.00	\$97,783.50
4	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	Sq Yd	380.8	\$250.00	\$95,200.00	\$71.35	\$27,170.08	\$101.00	\$38,460.80	\$122.00	\$46,457.60
5	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1.0	\$40,000.00	\$40,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
6	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	Sq Ft	4582.0	\$6.00	\$27,492.00	\$2.25	\$10,309.50	\$2.50	\$11,455.00	\$4.25	\$19,473.50
					Base Bid Total:	\$439,488.50		\$146,051.58		\$186,470.35		\$244,509.30



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 14, 2024
SUBJECT: Ordinance changes

Please find attached several proposed ordinance amendments. This is the first group you will see over the next few months beginning with the Council meeting on 5/20/2024.

Most of the changes are cleanup, meaning that they are necessary to correct names of departments, correct cross-references, reflect current practice or to comply with changes in State law. In the first group the changes can be summarized as follows:

- Sec. 1-8: To conform to State law changes in the penalties for simple misdemeanors.
- Sec. 2-6: To reflect current practice of bills and claims being presented at regular Council meetings for approval and not the Administration Committee; and also to eliminate procedures required by a State law that was repealed long ago.
- Sec. 5-67: To correct an incorrect Code of Ordinances cross reference.
- Sec. 17-246: Same.
- Sec. 10-2: To correct an incorrect reference to the municipal operations and programs department that no longer exists.
- Sec. 16-11: To correct an ordinance that was found unconstitutional without an intent element.
- Sec. 18-23: To correct the required publication dates for changes to the Comprehensive Plan.
- Sec. 23-187: To conform to State law changes in passing requirements.

Please feel free to contact me if you have any questions.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-6, FILING OF BILLS AND CLAIMS AGAINST CITY, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM THE ORDINANCE FOR APPROVAL OF BILLS AND CLAIMS TO ACTUAL CITY PRACTICE.

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

Section 2-6, Filing of Bills and Claims Against City, of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-6, Approval of Bills and Claims Against City, is enacted in lieu thereof, as follows:

Sec. 2-6. ApprovalFiling of bills and claims against city.

(a) All bills and claims against the city must first be endorsed by ~~the a majority of the committee in whose~~ department or under whose supervision the service, labor, materials or obligations were furnished or contracted, ~~and must be filed with the city clerk by 1:00 p.m. on the Tuesday preceding the meeting of the council at which the claim is presented for allowance.~~

(b) All bills and claims against the city shall be presented to the council for approval. No bill or claim shall be considered at a special meeting of the council except by a three-fourths vote of all members elected to the council.

~~(c) All bills and claims presented for allowance must be accompanied by a verified statement by the person claiming allowance thereof, stating that the accompanying bill is correct and a reasonable charge for the services, labor and materials furnished or the obligations contracted, and not greater than he would charge an individual in such case. The city clerk shall administer oaths in such case without charge.~~

~~(d) The provisions of subsection (c) of this section shall not apply in cases of bills for fixed salaries or for fixed charges previously determined for work done or materials furnished, but the amount of work done or material furnished where the work is not routine work, or is a matter of estimate, shall be sworn to in the same manner as required in this section in respect to the amount of bills. The certificate of a majority of the administration committee or the officer under whose supervision such service, labor, materials or obligations were furnished or contracted may be accepted by the council in lieu of the verified statement referred to in subsection (c) of this section.~~

(Code 2017, § 2-6)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2-6, FILING OF BILLS AND CLAIMS AGAINST CITY, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM THE ORDINANCE FOR APPROVAL OF BILLS AND CLAIMS TO ACTUAL CITY PRACTICE.

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

Section 2-6, Filing of Bills and Claims Against City, of Article I, In General, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-6, Approval of Bills and Claims Against City, is enacted in lieu thereof, as follows:

Sec. 2-6. Approval of bills and claims against city.

- (a) All bills and claims against the city must first be endorsed by the department or under whose supervision the service, labor, materials or obligations were furnished or contracted.
- (b) All bills and claims against the city shall be presented to the council for approval. No bill or claim shall be considered at a special meeting of the council except by a three-fourths vote of all members elected to the council.

(Code 2017, § 2-6)

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 5-67, LOCATION AND OPERATION – GENERALLY, OF ARTICLE III, OUTDOOR SERVICE AREAS, OF CHAPTER 5, ALCOHOLIC AND MALT BEVERAGES; AND **2)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT CROSS REFERENCES TO OTHER CODE SECTIONS.

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

Section 1. Section 5-67, Location and Operation – Generally, of Article III, Outdoor Service Areas, of Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 5-67, Location and Operation – Generally, is enacted in lieu thereof, as follows:

Sec. 5-67. Location and operation—Generally.

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section ~~19-9416-132~~ for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only in those zones listed in section 5-~~56~~(c)(1), and shall be permitted only if the service area meets or exceeds the requirements of section 5-~~56~~(c)(3).
- (7) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (8) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (9) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required. Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.
- (10) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building which it abuts. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service

area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

(Code 2017, § 5-80)

Section 2. Untitled Subsection (b)(1) of Section 17-246, Noxious Weeds Prohibited; Exceptions, of Article VI, Trees and Shrubs, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (b)(1) of Section 17-246 is enacted in lieu thereof, as follows:

Sec. 17-246. Noxious weeds prohibited; exceptions.

[unchanged provisions omitted]

(b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:

- (1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-478.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO.

AN ORDINANCE **1)** AMENDING SECTION 5-67, LOCATION AND OPERATION – GENERALLY, OF ARTICLE III, OUTDOOR SERVICE AREAS, OF CHAPTER 5, ALCOHOLIC AND MALT BEVERAGES; AND **2)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT CROSS REFERENCES TO OTHER CODE SECTIONS.

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

Section 1. Section 5-67, Location and Operation – Generally, of Article III, Outdoor Service Areas, of Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 5-67, Location and Operation – Generally, is enacted in lieu thereof, as follows:

Sec. 5-67. Location and operation—Generally.

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section 19-94 for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only in those zones listed in section 5-5(c)(1), and shall be permitted only if the service area meets or exceeds the requirements of section 5-5(c)(3).
- (7) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (8) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (9) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required. Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.

(10) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building which it abuts. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

(Code 2017, § 5-80)

Section 2. Untitled Subsection (b)(1) of Section 17-246, Noxious Weeds Prohibited; Exceptions, of Article VI, Trees and Shrubs, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (b)(1) of Section 17-246 is enacted in lieu thereof, as follows:

Sec. 17-246. Noxious weeds prohibited; exceptions.

[unchanged provisions omitted]

(b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:

(1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-47.

[unchanged provisions omitted]

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (4) OF SECTION 10-2, USE OF CITY COLLECTION SERVICE, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT AN OBSOLETE REFERENCE TO A MUNICIPAL OPERATIONS AND PROGRAMS DIRECTOR.

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

Untitled Subsection (4) of Section 10-2, Use of City Collection Service, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled Subsection (4) of Section 10-2, Use of City Collection Service, is enacted in lieu thereof, as follows:

Sec. 10-2. Use of city collection service.

Garbage and refuse and voluntary yard waste disposal service shall be extended to every household and business establishment residing within the corporate limits of the city, with the following exceptions:

[unchanged provisions omitted]

- (4) Owners of apartment buildings of four or more units and owners of mobile home courts shall have the option to use the garbage and refuse and yard waste disposal service of the city, provided that such owners meet city sanitation standards regarding garbage and refuse and yard waste disposal. Should owners of apartments of four or more units or mobile home courts not meet city sanitation requirements for garbage and refuse and yard waste disposal, the city will require garbage and refuse disposal service therefor. The director of ~~public works~~~~municipal operations and programs~~ may determine whether or not proper sanitary conditions are being maintained and, at ~~the director's~~~~his~~ discretion, may place special containers on an owner's premises to hold refuse in an acceptable manner.

(Code 2017, § 12-2; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 3, 3-6-2017)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (4) OF SECTION 10-2, USE OF CITY COLLECTION SERVICE, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT AN OBSOLETE REFERENCE TO A MUNICIPAL OPERATIONS AND PROGRAMS DIRECTOR.

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

Untitled Subsection (4) of Section 10-2, Use of City Collection Service, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled Subsection (4) of Section 10-2, Use of City Collection Service, is enacted in lieu thereof, as follows:

Sec. 10-2. Use of city collection service.

Garbage and refuse and voluntary yard waste disposal service shall be extended to every household and business establishment residing within the corporate limits of the city, with the following exceptions:

[unchanged provisions omitted]

- (4) Owners of apartment buildings of four or more units and owners of mobile home courts shall have the option to use the garbage and refuse and yard waste disposal service of the city, provided that such owners meet city sanitation standards regarding garbage and refuse and yard waste disposal. Should owners of apartments of four or more units or mobile home courts not meet city sanitation requirements for garbage and refuse and yard waste disposal, the city will require garbage and refuse disposal service therefor. The director of public works may determine whether or not proper sanitary conditions are being maintained and, at the director's discretion, may place special containers on an owner's premises to hold refuse in an acceptable manner.

(Code 2017, § 12-2; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 3, 3-6-2017)

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 16-11, DISORDERLY CONDUCT – GENERALLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ADD INTENT ELEMENTS IN ACCORDANCE WITH IOWA LAW.

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

Section 16-11, Disorderly Conduct – Generally, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 16-11, Disorderly Conduct – Generally, is enacted in lieu thereof, as follows:

Sec. 16-11. Disorderly conduct—Generally.

- (a) A person commits the offense of disorderly conduct when the person intentionally, knowingly or recklessly does any of the following:
 - (1) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport.
 - (2) Makes loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof.
 - (3) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
 - (4) Without lawful authority or color of authority, disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
 - (5) By words or action, initiates or circulates a report or warning of fire, epidemic or other catastrophe, knowing such report to be false or such warning to be baseless.
 - (6) Without authority or justification, obstructs any street, sidewalk, highway or other public way, with the intent to prevent or hinder its lawful use by others.
- (b) Nothing contained in this section shall be held to prohibit peaceful picketing, public speaking, the ordinary conduct of a legitimate business or other lawful expressions of opinion not in contravention of law.
- (c) Any person committing the offense of disorderly conduct shall be deemed guilty of a simple misdemeanor, and upon conviction thereof shall be punished accordingly.

(Code 2017, § 19-12)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 16-11, DISORDERLY CONDUCT – GENERALLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ADD INTENT ELEMENTS IN ACCORDANCE WITH IOWA LAW.

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

Section 16-11, Disorderly Conduct – Generally, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 16-11, Disorderly Conduct – Generally, is enacted in lieu thereof, as follows:

Sec. 16-11. Disorderly conduct—Generally.

- (a) A person commits the offense of disorderly conduct when the person intentionally, knowingly or recklessly does any of the following:
- (1) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport.
 - (2) Makes loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof.
 - (3) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
 - (4) Without lawful authority or color of authority, disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
 - (5) By words or action, initiates or circulates a report or warning of fire, epidemic or other catastrophe, knowing such report to be false or such warning to be baseless.
 - (6) Without authority or justification, obstructs any street, sidewalk, highway or other public way, with the intent to prevent or hinder its lawful use by others.
- (b) Nothing contained in this section shall be held to prohibit peaceful picketing, public speaking, the ordinary conduct of a legitimate business or other lawful expressions of opinion not in contravention of law.
- (c) Any person committing the offense of disorderly conduct shall be deemed guilty of a simple misdemeanor, and upon conviction thereof shall be punished accordingly.

(Code 2017, § 19-12)

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (5) OF SECTION 18-23, POWERS AND DUTIES, OF ARTICLE II, PLANNING AND ZONING COMMISSION, OF CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT THE REQUIRED PUBLICATION DATES OF NOTICE OF HEARING TO AMEND THE COMPREHENSIVE PLAN.

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

Untitled Subsection (5) of Section 18-23, Powers and Duties, of Article II, Planning and Zoning Commission, of Chapter 18, Planning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (5) of Section 18-23 is enacted in lieu thereof, as follows:

Sec. 18-23. - Powers and duties.

The city planning and zoning commission shall have and possess the following powers and duties and such other powers as may be incidental to the successful carrying out of the powers vested in it in this section or such as may be expressly conferred upon it by law:

[unchanged provisions omitted]

(5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than ~~fourteen~~ and not more than 20 days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of not less than two-thirds of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING UNTITLED SUBSECTION (5) OF SECTION 18-23, POWERS AND DUTIES, OF ARTICLE II, PLANNING AND ZONING COMMISSION, OF CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT THE REQUIRED PUBLICATION DATES OF NOTICE OF HEARING TO AMEND THE COMPREHENSIVE PLAN.

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

Untitled Subsection (5) of Section 18-23, Powers and Duties, of Article II, Planning and Zoning Commission, of Chapter 18, Planning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (5) of Section 18-23 is enacted in lieu thereof, as follows:

Sec. 18-23. - Powers and duties.

The city planning and zoning commission shall have and possess the following powers and duties and such other powers as may be incidental to the successful carrying out of the powers vested in it in this section or such as may be expressly conferred upon it by law:

[unchanged provisions omitted]

(5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than four and not more than 20 days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of not less than two-thirds of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.

[unchanged provisions omitted]

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 23-187, GENERAL PASSING, OF DIVISION 2, OVERTAKING AND PASSING, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM TO CHANGES IN STATE LAW.

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

Section 23-187, General Passing, of Division 2, Overtaking and Passing, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-187, General Passing, is enacted in lieu thereof, as follows:

Sec. 23-187. General passing.

The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions and special rules stated in this division:

- (1) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.
- (2) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle ~~on audible signal~~ and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.
- ~~(3) Any driver of a vehicle that is overtaken by a faster moving vehicle who fails to heed the signal of the overtaking vehicle when it is given under such circumstances that he could, by the exercise of ordinary care and observation and precaution, hear such signal, and who fails to yield that part of the traveled way as provided in this section, shall be guilty of a misdemeanor.~~
- ~~(4) Upon proof that a signal was given as contemplated by subsection (3) of this section, the burden shall rest upon the accused to prove that he did not hear the signal.~~

(Code 2017, § 26-146)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 23-187, GENERAL PASSING, OF DIVISION 2, OVERTAKING AND PASSING, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM TO CHANGES IN STATE LAW.

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

Section 23-187, General Passing, of Division 2, Overtaking and Passing, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-187, General Passing, is enacted in lieu thereof, as follows:

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- (2) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.

(Code 2017, § 26-146)

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 05/20/24 COUNCIL MEETING

Item 33.

PREPARED 05/14/2024, 11:44:22
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 10/2024

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE											
1790		10/24 AP	04/09/24		0007414		IOWA DEPT.OF REVENUE RECREATION	3,213.90		05/02/24	
							MONTHLY SALES TAX				
							ACCOUNT TOTAL	3,213.90	.00	3,213.90	
101-1008-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
1790		10/24 AP	04/17/24		0007420		ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	123.71		05/02/24	
							ACCOUNT TOTAL	123.71	.00	123.71	
101-1008-441.72-99 OPERATING SUPPLIES / POSTAGE											
1878		11/24 AP	05/09/24		0400044		CMRS-POC	123.28		05/13/24	
							POC#8031880-REPL.POSTAGE 03/18/24-05/09/24				
							ACCOUNT TOTAL	123.28	.00	123.28	
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
1790		10/24 AP	04/17/24		0007420		ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	400.00		05/02/24	
1790		10/24 AP	04/17/24		0007420		ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	.92		05/02/24	
							ACCOUNT TOTAL	400.92	.00	400.92	
101-1028-441.72-99 OPERATING SUPPLIES / POSTAGE											
1878		11/24 AP	05/09/24		0400044		CMRS-POC	125.62		05/13/24	
							POC#8031880-REPL.POSTAGE 03/18/24-05/09/24				
							ACCOUNT TOTAL	125.62	.00	125.62	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES											
1790		10/24 AP	04/30/24		0007410		FARMERS STATE BANK	20.00		05/02/24	
							OUTGOING WIRE FEE FIRST BANK CD				
1790		10/24 AP	04/30/24		0007411		FARMERS STATE BANK	20.00		05/02/24	
							OUTGOING WIRE FEE BANK IOWA CD				
1790		10/24 AP	04/22/24		0007409		FARMERS STATE BANK	20.00		05/02/24	
							VOYA OUTGOING WIRE 04/19/24 PAYROLL				
1790		10/24 AP	04/03/24		0007408		FARMERS STATE BANK	20.00		05/02/24	
							VOYA OUTGOING WIRE 04/05/24 PAYROLL				
							ACCOUNT TOTAL	80.00	.00	80.00	

PREPARED 05/14/2024, 11:44:22
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1038-1790	441.64-02	INSURANCE / HEALTH INS.		10/24 AP 04/17/24	REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	163.52		05/02/24	
		HEALTH INS REIMBURSEMENT							
					ACCOUNT TOTAL	163.52	.00	163.52	
101-1038-1878	441.72-99	OPERATING SUPPLIES / POSTAGE		11/24 AP 05/09/24	CMRS-POC	84.27		05/13/24	
		POC#8031880-REPL.POSTAGE			03/18/24-05/09/24				
					ACCOUNT TOTAL	84.27	.00	84.27	
101-1038-1878	441.81-09	PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION		11/24 AP 05/09/24	CMRS-POC	64		05/13/24	
		POC#8031880-REPL.POSTAGE			03/18/24-05/09/24				
					ACCOUNT TOTAL	64	.00	64	
101-1038-1859	441.81-32	PROFESSIONAL SERVICES / TUITION ASSISTANCE		11/24 AP 05/06/24	ERICKSON, NIK	993.00		05/09/24	
		TUITION REIMBURSEMENT			MARKETING PRINCIPLES				
101-1038-1859	441.81-32	PROFESSIONAL SERVICES / TUITION ASSISTANCE		11/24 AP 05/06/24	LADAGE, ZACH	1,092.00		05/09/24	
		TUITION REIMBURSEMENT			EMERG.MGMT.LDRSHP.DEC.MKG				
					ACCOUNT TOTAL	2,085.00	.00	2,085.00	
101-1038-1790	441.89-82	MISCELLANEOUS SERVICES / SECTION 105		10/24 AP 04/08/24	ISOLVED BENEFIT SERVICES, INC	741.75		05/02/24	
		CAFE ADMIN FEE-MAR'24							
					ACCOUNT TOTAL	741.75	.00	741.75	
101-1048-1790	441.64-02	INSURANCE / HEALTH INS.		10/24 AP 04/17/24	REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	400.00		05/02/24	
		HEALTH INS REIMBURSEMENT							
					ACCOUNT TOTAL	400.00	.00	400.00	
101-1048-1878	441.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES		11/24 AP 05/09/24	CMRS-POC	15.05		05/13/24	
		POC#8031880-REPL.POSTAGE			03/18/24-05/09/24				
					ACCOUNT TOTAL	15.05	.00	15.05	

PREPARED 05/14/2024, 11:44:22
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 10/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1790		10/24	AP	04/17/24	0007420	ISOLVED BENEFIT SERVICES, INC	122.45			05/02/24
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	122.45	.00	122.45	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1878		11/24	AP	05/09/24	0400044	CMRS-POC	32.88			05/13/24
						POC#8031880-REPL.POSTAGE				03/18/24-05/09/24
						ACCOUNT TOTAL	32.88	.00	32.88	
101-1060-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1859		11/24	AP	04/10/24	0400020	ANGEL, CALI	51.23			05/09/24
						RMB:MEALS-POP CON CONF.				AMES
1859		11/24	AP	04/10/24	0400016	AGUIRRE, ANGELA	28.65			05/09/24
						RMB:MEALS-POP CON CONF.				AMES
1859		11/24	AP	04/10/24	0400035	NEDWICK, KATHERINE	37.17			05/09/24
						RMB:MEALS-POP CON CONF.				AMES
1859		11/24	AP	04/10/24	0400036	PARSONS, ANASTASIA	12.59			05/09/24
						RMB:MEAL-POP CON CONF.				AMES
1859		11/24	AP	04/09/24	0400033	MCNAMEE, CHELSEA	21.38			05/09/24
						RMB:MEAL-POP CON CONF.				AMES
						ACCOUNT TOTAL	151.02	.00	151.02	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1790		10/24	AP	04/02/24	0007434	PROFESSIONAL SOLUTIONS	39.18			05/02/24
						MARCH CREDIT CARD FEES				
						ACCOUNT TOTAL	39.18	.00	39.18	
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE										
1878		11/24	AP	05/09/24	0400044	CMRS-POC	15.78			05/13/24
						POC#8031880-REPL.POSTAGE				03/18/24-05/09/24
1878		11/24	AP	05/09/24	0400044	CMRS-POC	244.48			05/13/24
						POC#8031880-REPL.POSTAGE				03/18/24-05/09/24
						ACCOUNT TOTAL	260.26	.00	260.26	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1878		11/24	AP	05/09/24	0400044	CMRS-POC	1.28			05/13/24
						POC#8031880-REPL.POSTAGE				03/18/24-05/09/24
						ACCOUNT TOTAL	1.28	.00	1.28	

PREPARED 05/14/2024, 11:44:22
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 10/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
1878		11/24	AP	05/13/24	0400049 PETTY CASH	1,500.00		05/13/24	
AQUATIC CENTER PETTY CASH									
1809		11/24	AP	05/01/24	0399979 PETTY CASH	50.00		05/01/24	
CASH-BUS. & IND. LUNCHEON									
1819		11/24	AP	04/15/24	0400012 CEDAR FALLS UTILITIES	60.64		05/03/24	
UTILITIES THRU 04/15/24									
1790		10/24	AP	04/02/24	0007425 PROFESSIONAL SOLUTIONS	102.90		05/02/24	
MARCH CREDIT CARD FEES									
ACCOUNT TOTAL						1,713.54	.00	1,713.54	
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE									
1878		11/24	AP	05/09/24	0400044 CMRS-POC	4.48		05/13/24	
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL						4.48	.00	4.48	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND									
1878		11/24	AP	05/10/24	0400043 CEDAR FALLS MUNICIPAL BAND	1,653.47		05/13/24	
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL						1,653.47	.00	1,653.47	
101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1790		10/24	AP	04/17/24	0007420 ISOLVED BENEFIT SERVICES, INC	252.70		05/02/24	
HEALTH INS REIMBURSEMENT									
ACCOUNT TOTAL						252.70	.00	252.70	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
1878		11/24	AP	05/09/24	0400044 CMRS-POC	202.80		05/13/24	
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL						202.80	.00	202.80	
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE									
1878		11/24	AP	05/09/24	0400044 CMRS-POC	294.92		05/13/24	
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL						294.92	.00	294.92	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
1790		10/24	AP	04/02/24	0007429 PROFESSIONAL SOLUTIONS	883.87		05/02/24	

PREPARED 05/14/2024, 11:44:22
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued			
MARCH CREDIT CARD FEES									
1790		10/24 AP		04/02/24	0007430	PROFESSIONAL SOLUTIONS	667.57		05/02/24
MARCH CREDIT CARD FEES									
ACCOUNT TOTAL							1,551.44	.00	1,551.44
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE									
1878		11/24 AP		05/09/24	0400044	CMRS-POC	132.64		05/13/24
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL							132.64	.00	132.64
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1790		10/24 AP		04/17/24	0007420	ISOLVED BENEFIT SERVICES, INC	32.86		05/02/24
HEALTH INS REIMBURSEMENT									
ACCOUNT TOTAL							32.86	.00	32.86
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1878		11/24 AP		05/09/24	0400044	CMRS-POC	241.90		05/13/24
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL							241.90	.00	241.90
101-2253-423.85-01 UTILITIES / UTILITIES									
1819		11/24 AP		04/15/24	0400012	CEDAR FALLS UTILITIES	151.12		05/03/24
UTILITIES THRU 04/15/24									
ACCOUNT TOTAL							151.12	.00	151.12
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
1878		11/24 AP		05/09/24	0400048	KASEY ELLER	775.00		05/13/24
REFUND-BEACH HOUSE RENTAL FLOODING									
1878		11/24 AP		05/09/24	0400047	KALA WARNING	775.00		05/13/24
REFUND-BEACH HOUSE RENTAL FLOODING									
1859		11/24 AP		05/08/24	0400027	KATIE HERRICK	500.00		05/09/24
REFUND-SECURITY DEPOSIT BEACH HOUSE									
1859		11/24 AP		05/07/24	0400038	SARA HEINEMAN	21.60		05/09/24
REFUND-SWIM LESSONS									
1859		11/24 AP		05/03/24	0400026	KARLY KUECKER	62.00		05/09/24
REFUND-SWIM LESSONS									
1859		11/24 AP		05/03/24	0400017	ALLISON PEDERSEN	26.00		05/09/24
REFUND-SWIM LESSONS									
1859		11/24 AP		05/03/24	0400018	ALLISON PEDERSEN	26.00		05/09/24

PREPARED 05/14/2024, 11:44:22
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBIT'S	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS continued										
REFUND-SWIM LESSONS										
ACCOUNT TOTAL							2,185.60	.00	2,185.60	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1790		10/24 AP		04/02/24	0007432	PROFESSIONAL SOLUTIONS	7.95			05/02/24
MARCH CREDIT CARD FEES										
1790		10/24 AP		04/02/24	0007433	PROFESSIONAL SOLUTIONS	7.95			05/02/24
MARCH CREDIT CARD FEES										
1790		10/24 AP		04/02/24	0007435	PROFESSIONAL SOLUTIONS	1,046.08			05/02/24
MARCH CREDIT CARD FEES										
1790		10/24 AP		04/02/24	0007426	PROFESSIONAL SOLUTIONS	828.56			05/02/24
MARCH CREDIT CARD FEES										
ACCOUNT TOTAL							1,890.54	.00	1,890.54	
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
1878		11/24 AP		05/09/24	0400044	CMRS-POC	46.72			05/13/24
POC#8031880-REPL.POSTAGE										03/18/24-05/09/24
ACCOUNT TOTAL							46.72	.00	46.72	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1790		10/24 AP		04/02/24	0007427	PROFESSIONAL SOLUTIONS	46.00			05/02/24
MARCH CREDIT CARD FEES										
1790		10/24 AP		04/02/24	0007426	PROFESSIONAL SOLUTIONS	37.80			05/02/24
MARCH CREDIT CARD FEES										
ACCOUNT TOTAL							83.80	.00	83.80	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1790		10/24 AP		04/17/24	0007420	ISOLVED BENEFIT SERVICES, INC	635.73			05/02/24
HEALTH INS REIMBURSEMENT										
ACCOUNT TOTAL							635.73	.00	635.73	
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										
1878		11/24 AP		05/09/24	0400044	CMRS-POC	351.53			05/13/24
POC#8031880-REPL.POSTAGE										03/18/24-05/09/24
ACCOUNT TOTAL							351.53	.00	351.53	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										

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FUND 101 GENERAL FUND									
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued			
1819		11/24 AP		04/19/24	0400015 HOEFT, MORGAN	153.99		05/03/24	
		RMB:TRAVEL-FDIC ANN. CONF			INDIANAPOLIS, IN				
1819		11/24 AP		04/19/24	0400014 HANSON, KRISTI	162.31		05/03/24	
		RMB:TRAVEL-FDIC ANN. CONF			INDIANAPOLIS, IN				
		ACCOUNT TOTAL				316.30	.00	316.30	
101-4511-414.85-01 UTILITIES / UTILITIES									
1819		11/24 AP		04/15/24	0400012 CEDAR FALLS UTILITIES	378.53		05/03/24	
		UTILITIES THRU 04/15/24							
		ACCOUNT TOTAL				378.53	.00	378.53	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1878		11/24 AP		05/09/24	0400041 ADELMUND, TRYSTON	10.14		05/13/24	
		RMB:CLEANING SUPPLIES			FIRE TRUCKS				
		ACCOUNT TOTAL				10.14	.00	10.14	
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1790		10/24 AP		04/17/24	0007420 ISOLVED BENEFIT SERVICES, INC	577.96		05/02/24	
		HEALTH INS REIMBURSEMENT							
		ACCOUNT TOTAL				577.96	.00	577.96	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1819		11/24 AP		04/15/24	0400012 CEDAR FALLS UTILITIES	38.03		05/03/24	
		UTILITIES THRU 04/15/24							
		ACCOUNT TOTAL				38.03	.00	38.03	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1819		11/24 AP		04/23/24	0400013 GERZEMA, JONATHAN	62.01		05/03/24	
		RMB:OPT.EQUIP.-BELT LOOP			SAFARILAND				
1859		11/24 AP		04/23/24	0400039 STOLL, SYDNEY	147.95		05/09/24	
		RMB:OPT.EQUIP-TOURN.W/CSE			NORTH AMERICAN RESCUE				
1809		11/24 AP		04/18/24	0399976 GERZEMA, JONATHAN	93.11		05/01/24	
		RMB:OPT.EQUIP.-CUFF CASES			ASP				
1809		11/24 AP		03/23/24	0399977 HEUER, BROOKE	33.49		05/01/24	
		RMB:OPT.EQUIP.-CAMERA MT.			AXON				
		ACCOUNT TOTAL				336.56	.00	336.56	

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FUND 101 GENERAL FUND										
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
1878		11/24	AP	05/09/24	0400044	CMRS-POC	128.43			05/13/24
						POC#8031880-REPL.POSTAGE				03/18/24-05/09/24
						ACCOUNT TOTAL	128.43	.00	128.43	
101-5521-415.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1790		10/24	AP	04/02/24	0007424	PROFESSIONAL SOLUTIONS	31.20			05/02/24
						MARCH CREDIT CARD FEES				
						ACCOUNT TOTAL	31.20	.00	31.20	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1859		11/24	AP	05/04/24	0400022	BELZ, MATTHEW	170.07			05/09/24
						RMB:UNIFORM ALLOWANCE KOHL'S				
1859		11/24	AP	05/04/24	0400022	BELZ, MATTHEW	98.44			05/09/24
						RMB:UNIFORM ALLOWANCE TARGET				
1859		11/24	AP	05/02/24	0400031	MARTINEZ, OMAR	171.20			05/09/24
						RMB:UNIFORM ALLOWANCE BROWN'S SHOE FIT COMPANY				
1809		11/24	AP	04/22/24	0399978	KRUEGER, MATT	104.86			05/01/24
						RMB:UNIFORM ALLOWANCE KOHL'S				
1859		11/24	AP	04/21/24	0400021	BAUMGARTNER, CHRISTIAN	211.86			05/09/24
						RMB:UNIFORM ALLOWANCE DANNER.COM				
1809		11/24	AP	04/12/24	0399981	SMITH JR, TIMOTHY B	14.98			05/01/24
						RMB:UNIFORM ALLOWANCE WALMART				
1809		11/24	AP	04/09/24	0399980	SCHREIBER, KURT	187.25			05/01/24
						RMB:UNIFORM ALLOWANCE HOKA.COM				
1819		11/24	AP	03/26/24	0400011	BALTES, THOMAS	149.16			05/03/24
						RMB:UNIFORM ALLOWANCE 5.11 TACTICAL.COM				
						ACCOUNT TOTAL	1,107.82	.00	1,107.82	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1878		11/24	AP	05/09/24	0400044	CMRS-POC	12.47			05/13/24
						POC#8031880-REPL.POSTAGE				03/18/24-05/09/24
						ACCOUNT TOTAL	12.47	.00	12.47	
101-6613-433.85-01 UTILITIES / UTILITIES										
1819		11/24	AP	04/15/24	0400012	CEDAR FALLS UTILITIES	676.19			05/03/24
						UTILITIES THRU 04/15/24				
						ACCOUNT TOTAL	676.19	.00	676.19	
101-6616-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										

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FUND 101 GENERAL FUND										
101-6616-446.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT	continued			
1790		10/24	AP	04/17/24	0007420	ISOLVED BENEFIT SERVICES, INC	185.31			05/02/24
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	185.31	.00	185.31	
101-6623-423.85-01 UTILITIES / UTILITIES										
1819		11/24	AP	04/15/24	0400012	CEDAR FALLS UTILITIES	341.70			05/03/24
						UTILITIES THRU 04/15/24				
						ACCOUNT TOTAL	341.70	.00	341.70	
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1790		10/24	AP	04/17/24	0007420	ISOLVED BENEFIT SERVICES, INC	41.49			05/02/24
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	41.49	.00	41.49	
101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE										
1878		11/24	AP	05/09/24	0400044	CMRS-POC	400.03			05/13/24
						POC#8031880-REPL.POSTAGE				03/18/24-05/09/24
						ACCOUNT TOTAL	400.03	.00	400.03	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
1859		11/24	AP	05/01/24	0400023	CENTURYLINK	71.00			05/09/24
						CEDAR RIVER GAUGE-APR'24				ACCOUNT# SWITCHED THIS MO
						ACCOUNT TOTAL	71.00	.00	71.00	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1878		11/24	AP	05/09/24	0400044	CMRS-POC	205.28			05/13/24
						POC#8031880-REPL.POSTAGE				03/18/24-05/09/24
						ACCOUNT TOTAL	205.28	.00	205.28	
101-6633-423.85-01 UTILITIES / UTILITIES										
1819		11/24	AP	04/15/24	0400012	CEDAR FALLS UTILITIES	969.84			05/03/24
						UTILITIES THRU 04/15/24				
						ACCOUNT TOTAL	969.84	.00	969.84	
						FUND TOTAL	25,418.80	.00	25,418.80	

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FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF									
1878		11/24 AP		05/10/24	0400045 DEBT SERVICE	374,722.26		05/13/24	
PROPERTY TAX PAYMENT									
1878		11/24 AP		05/10/24	0400042 CAPITAL PROJECTS FUND	179,800.14		05/13/24	
PROPERTY TAX PAYMENT									
1878		11/24 AP		05/10/24	0400042 CAPITAL PROJECTS FUND	3,060.86		05/13/24	
PROPERTY TAX PAYMENT									
1878		11/24 AP		05/10/24	0400042 CAPITAL PROJECTS FUND	21,394.75		05/13/24	
PROPERTY TAX PAYMENT									
1878		11/24 AP		05/10/24	0400042 CAPITAL PROJECTS FUND	42,484.88		05/13/24	
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL						621,462.89	.00	621,462.89	
FUND TOTAL						621,462.89	.00	621,462.89	
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1790		10/24 AP		04/17/24	0007420 ISOLVED BENEFIT SERVICES, INC	281.50		05/02/24	
HEALTH INS REIMBURSEMENT									
ACCOUNT TOTAL						281.50	.00	281.50	
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
1819		11/24 AP		04/15/24	0400012 CEDAR FALLS UTILITIES	137.10		05/03/24	
UTILITIES THRU 04/15/24									
ACCOUNT TOTAL						137.10	.00	137.10	
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE									
1878		11/24 AP		05/09/24	0400044 CMRS-POC	20.59		05/13/24	
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL						20.59	.00	20.59	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1878		11/24 AP		05/09/24	0400044 CMRS-POC	7.68		05/13/24	
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL						7.68	.00	7.68	
206-6647-436.85-01 UTILITIES / UTILITIES									
1819		11/24 AP		04/15/24	0400012 CEDAR FALLS UTILITIES	1,187.54		05/03/24	
UTILITIES THRU 04/15/24									

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.85-01 UTILITIES / UTILITIES							continued		
ACCOUNT TOTAL							1,187.54	.00	1,187.54
FUND TOTAL							1,634.41	.00	1,634.41
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.72-99 OPERATING SUPPLIES / POSTAGE									
1878		11/24 AP		05/09/24	0040269	CMRS-POC	304.21		05/13/24
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL							304.21	.00	304.21
FUND TOTAL							304.21	.00	304.21
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE									
1878		11/24 AP		05/09/24	0004882	CMRS-POC	3.84		05/13/24
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL							3.84	.00	3.84
FUND TOTAL							3.84	.00	3.84
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1790		10/24 AP		04/17/24	0007420	ISOLVED BENEFIT SERVICES, INC	85.64		05/02/24
HEALTH INS REIMBURSEMENT									
ACCOUNT TOTAL							85.64	.00	85.64
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1878		11/24 AP		05/09/24	0400044	CMRS-POC	3.20		05/13/24
POC#8031880-REPL.POSTAGE 03/18/24-05/09/24									
ACCOUNT TOTAL							3.20	.00	3.20
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									

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FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued			
1859		11/24	AP	05/07/24	0400024 DEWITT, JASON	120.00			05/09/24
					CF HONORS CONVOCACTION CAMERA OPERATOR				
					ACCOUNT TOTAL	120.00	.00	120.00	
					FUND TOTAL	208.84	.00	208.84	
FUND 258 PARKING FUND									
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE									
1878		11/24	AP	05/09/24	0400044 CMRS-POC	3.20			05/13/24
					POC#8031880-REPL.POSTAGE 03/18/24-05/09/24				
					ACCOUNT TOTAL	3.20	.00	3.20	
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
1790		10/24	AP	04/02/24	0007421 PROFESSIONAL SOLUTIONS	259.49			05/02/24
					MARCH CREDIT CARD FEES				
1790		10/24	AP	04/02/24	0007422 PROFESSIONAL SOLUTIONS	99.18			05/02/24
					MARCH CREDIT CARD FEES				
1790		10/24	AP	04/02/24	0007423 PROFESSIONAL SOLUTIONS	258.89			05/02/24
					MARCH CREDIT CARD FEES				
1790		10/24	AP	04/02/24	0007424 PROFESSIONAL SOLUTIONS	9.80			05/02/24
					MARCH CREDIT CARD FEES				
1790		10/24	AP	04/02/24	0007425 PROFESSIONAL SOLUTIONS	37.91			05/02/24
					MARCH CREDIT CARD FEES				
					ACCOUNT TOTAL	665.27	.00	665.27	
					FUND TOTAL	668.47	.00	668.47	
FUND 261 TOURISM & VISITORS									
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
1878		11/24	AP	05/09/24	0400044 CMRS-POC	207.74			05/13/24
					POC#8031880-REPL.POSTAGE 03/18/24-05/09/24				
					ACCOUNT TOTAL	207.74	.00	207.74	
261-2291-423.85-01 UTILITIES / UTILITIES									
1819		11/24	AP	04/15/24	0400012 CEDAR FALLS UTILITIES	84.38			05/03/24
					UTILITIES THRU 04/15/24				
					ACCOUNT TOTAL	84.38	.00	84.38	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
1790		10/24 AP		04/02/24	0007428	PROFESSIONAL SOLUTIONS	13.75		05/02/24
						MARCH CREDIT CARD FEES			
						ACCOUNT TOTAL	13.75	.00	13.75
						FUND TOTAL	305.87	.00	305.87
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-99						OPERATING SUPPLIES / POSTAGE			
1878		11/24 AP		05/09/24	0400044	CMRS-POC	1.92		05/13/24
						POC#8031880-REPL.POSTAGE			03/18/24-05/09/24
						ACCOUNT TOTAL	1.92	.00	1.92
						FUND TOTAL	1.92	.00	1.92
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01						WORKERS COMP / POLICE WORKERS COMP			
1790		10/24 AP		04/08/24	0007402	EMC RISK SERVICES, LLC	225.00		05/02/24
						WORKER COMP-POLICE ADMIN			
						ACCOUNT TOTAL	225.00	.00	225.00
						FUND TOTAL	225.00	.00	225.00
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02						WORKERS COMP / FIRE WORKERS COMP			
1790		10/24 AP		04/08/24	0007402	EMC RISK SERVICES, LLC	225.00		05/02/24
						WORKER COMP-FIRE ADMIN			
1790		10/24 AP		04/08/24	0007402	EMC RISK SERVICES, LLC	2,846.37		05/02/24
						WORKER COMP-FIRE CLAIM			
						ACCOUNT TOTAL	3,071.37	.00	3,071.37
						FUND TOTAL	3,071.37	.00	3,071.37

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FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
404-1220-431.92-37						STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS				
1878				11/24	AP 05/09/24 0400044	CMRS-POC	.64			05/13/24
						POC#8031880-REPL.POSTAGE				
						03/18/24-05/09/24				
PROJECT#:						012017				
1790				10/24	AP 04/05/24 0007398	BLACK HAWK EXCHANGE INC	258,788.40			05/02/24
						PROCEEDS 1031 EXCHANGE				
						REIGER TRUST-1218 COTTAGE				
PROJECT#:						023198				
						ACCOUNT TOTAL	258,789.04	.00	258,789.04	
						FUND TOTAL	258,789.04	.00	258,789.04	
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						TIF BOND				
430-1220-431.91-10						LAND / INDUSTRIAL PARK LAND ACQ				
1819				11/24	AP 04/15/24 0400012	CEDAR FALLS UTILITIES	36.25			05/03/24
						UTILITIES THRU 04/15/24				
						ACCOUNT TOTAL	36.25	.00	36.25	
						FUND TOTAL	36.25	.00	36.25	
FUND 431	2014					BOND				
FUND 432	2003					BOND				
FUND 433	2001					TIF				
FUND 434	2024					BOND				
FUND 435	1999					TIF				
FUND 436	2012					BOND				
FUND 437	2018					BOND				
FUND 438	2020					BOND FUND				
FUND 439	2022					BOND FUND				

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FUND 443 CAPITAL PROJECTS									
443-1220-1819	431.94-23	11/24 AP		04/15/24	PROPERTY BUYOUTS / CEDAR FALLS UTILITIES UTILITIES THRU 04/15/24	171.10		05/03/24	
					ACCOUNT TOTAL	171.10	.00	171.10	
					FUND TOTAL	171.10	.00	171.10	
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2018 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-0000-1790	213.00-00	10/24 AP		04/09/24	CURRENT LIABILITY / SALES TAX PAYABLE IOWA DEPT.OF REVENUE MONTHLY SALES TAX COMMERCIAL GARBAGE A/R	249.89		05/02/24	
					ACCOUNT TOTAL	249.89	.00	249.89	
551-6675-1878	436.72-99	11/24 AP		05/09/24	OPERATING SUPPLIES / POSTAGE CMRS-POC POC#8031880-REPL.POSTAGE 03/18/24-05/09/24	33.92		05/13/24	
					ACCOUNT TOTAL	33.92	.00	33.92	
551-6685-1878	436.72-99	11/24 AP		05/09/24	OPERATING SUPPLIES / POSTAGE CMRS-POC POC#8031880-REPL.POSTAGE 03/18/24-05/09/24	81.52		05/13/24	
					ACCOUNT TOTAL	81.52	.00	81.52	
551-6685-1819	436.85-01	11/24 AP		04/15/24	UTILITIES / UTILITIES CEDAR FALLS UTILITIES UTILITIES THRU 04/15/24	49.48		05/03/24	
					ACCOUNT TOTAL	49.48	.00	49.48	

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FUND 551 REFUSE FUND										
551-6685-436.89-04						MISCELLANEOUS SERVICES / SALES TAX				
1790				10/24	AP 04/09/24 0007414	IOWA DEPT.OF REVENUE	188.36			05/02/24
						MONTHLY SALES TAX				
						COMMERCIAL GARBAGE				
						ACCOUNT TOTAL	188.36	.00	188.36	
551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1790				10/24	AP 04/02/24 0007431	PROFESSIONAL SOLUTIONS	452.27			05/02/24
						MARCH CREDIT CARD FEES				
1790				10/24	AP 04/02/24 0007425	PROFESSIONAL SOLUTIONS	36.46			05/02/24
						MARCH CREDIT CARD FEES				
						ACCOUNT TOTAL	488.73	.00	488.73	
						FUND TOTAL	1,091.90	.00	1,091.90	
FUND 552 SEWER RENTAL FUND										
552-6665-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1790				10/24	AP 04/17/24 0007420	ISOLVED BENEFIT SERVICES, INC	658.58			05/02/24
						HEALTH INS REIMBURSEMENT				
						ACCOUNT TOTAL	658.58	.00	658.58	
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
1878				11/24	AP 05/09/24 0400044	CMRS-POC	18.56			05/13/24
						POC#8031880-REPL.POSTAGE				
						03/18/24-05/09/24				
1878				11/24	AP 05/09/24 0400044	CMRS-POC	9.60			05/13/24
						POC#8031880-REPL.POSTAGE				
						03/18/24-05/09/24				
						ACCOUNT TOTAL	28.16	.00	28.16	
552-6665-436.85-01 UTILITIES / UTILITIES										
1819				11/24	AP 04/15/24 0400012	CEDAR FALLS UTILITIES	3,858.31			05/03/24
						UTILITIES THRU 04/15/24				
						ACCOUNT TOTAL	3,858.31	.00	3,858.31	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1790				10/24	AP 04/09/24 0007414	IOWA DEPT.OF REVENUE	9,903.23			05/02/24
						MONTHLY SALES TAX				
						COMMERCIAL SEWER				
						ACCOUNT TOTAL	9,903.23	.00	9,903.23	

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FUND 552 SEWER RENTAL FUND									
						FUND TOTAL	14,448.28	.00	14,448.28
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1790		10/24	AP	04/17/24	0007420	ISOLVED BENEFIT SERVICES, INC	15.30		05/02/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	15.30	.00	15.30
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1878		11/24	AP	05/09/24	0400044	CMRS-POC	3.20		05/13/24
						POC#8031880-REPL.POSTAGE 03/18/24-05/09/24			
						ACCOUNT TOTAL	3.20	.00	3.20
						FUND TOTAL	18.50	.00	18.50
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1878		11/24	AP	05/09/24	0400044	CMRS-POC	79.52		05/13/24
						POC#8031880-REPL.POSTAGE 03/18/24-05/09/24			
						ACCOUNT TOTAL	79.52	.00	79.52
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1859		11/24	AP	05/01/24	0400023	CENTURYLINK	72.00		05/09/24
						CITY PHONE SERV.-MAY'24 ACCOUNT# SWITCHED LAST MO			
1809		11/24	AP	04/19/24	0399983	VERIZON WIRELESS	1,120.66		05/01/24
						WIRELESS SRV:4/20-5/19/24			
1809		11/24	AP	04/06/24	0399982	U.S. CELLULAR	3,950.77		05/01/24
						WIRELESS SRV:4/6-5/5/24			
						ACCOUNT TOTAL	5,143.43	.00	5,143.43
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1809		11/24	AP	04/06/24	0399982	U.S. CELLULAR	.01		05/01/24
						PHONE			
						ACCOUNT TOTAL	.01	.00	.01
						FUND TOTAL	5,222.96	.00	5,222.96

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GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 680 HEALTH INSURANCE FUND								
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE								
1790		10/24	AP	04/29/24	0007407	EXPRESS SCRIPTS, INC.	70,839.36	05/02/24
						RX CLAIMS PROCESSING		
1790		10/24	AP	04/26/24	0007443	WELLMARK IOWA	96,432.71	05/02/24
						HEALTH CLAIMS PROCESSING		
1790		10/24	AP	04/25/24	0007444	WEX HEALTH, INC.	126.00	05/02/24
						COBRA MONTHLY ADMIN FEE		
1790		10/24	AP	04/22/24	0007406	EXPRESS SCRIPTS, INC.	53,233.76	05/02/24
						RX CLAIMS PROCESSING		
1790		10/24	AP	04/19/24	0007442	WELLMARK IOWA	84,219.95	05/02/24
						HEALTH CLAIMS PROCESSING		
1790		10/24	AP	04/15/24	0007405	EXPRESS SCRIPTS, INC.	15,769.28	05/02/24
						RX CLAIMS PROCESSING		
1790		10/24	AP	04/12/24	0007441	WELLMARK IOWA	77,183.09	05/02/24
						HEALTH CLAIMS PROCESSING		
1790		10/24	AP	04/08/24	0007404	EXPRESS SCRIPTS, INC.	14,223.89	05/02/24
						RX CLAIMS PROCESSING		
1790		10/24	AP	04/02/24	0007440	WELLMARK IOWA	58,900.19	05/02/24
						HEALTH CLAIMS PROCESSING		
1790		10/24	AP	04/01/24	0007403	EXPRESS SCRIPTS, INC.	38,505.18	05/02/24
						RX CLAIMS PROCESSING		
						ACCOUNT TOTAL	509,433.41	.00 509,433.41
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE								
1790		10/24	AP	04/02/24	0007401	DELTA DENTAL OF IOWA	8,467.90	05/02/24
						APRIL 2024 DENTAL		
						ACCOUNT TOTAL	8,467.90	.00 8,467.90
						FUND TOTAL	517,901.31	.00 517,901.31
FUND 681 HEALTH SEVERANCE								
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS								
1859		11/24	AP	05/08/24	0400037	REGENOLD, SHARON K.	268.59	05/09/24
						RMB:APR.2024 HEALTH SEV.		
						ACCOUNT TOTAL	268.59	.00 268.59
						FUND TOTAL	268.59	.00 268.59

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
1790		10/24	AP	04/22/24	0007437	UNITED STATES TREASURY	66,189.79		05/02/24
						FEDERAL WITHHOLDING TAX			
1790		10/24	AP	04/08/24	0007436	UNITED STATES TREASURY	69,220.59		05/02/24
						FEDERAL WITHHOLDING TAX			
ACCOUNT TOTAL							135,410.38	.00	135,410.38
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
1790		10/24	AP	04/23/24	0007415	IOWA DEPT.OF REVENUE	27,182.64		05/02/24
						STATE WITHHOLDING TAX			
1790		10/24	AP	04/08/24	0007413	IOWA DEPT.OF REVENUE	28,089.02		05/02/24
						STATE WITHHOLDING TAX			
ACCOUNT TOTAL							55,271.66	.00	55,271.66
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
1790		10/24	AP	04/22/24	0007437	UNITED STATES TREASURY	82,419.46		05/02/24
						SS & MQGE/MEDICARE TAX			
1790		10/24	AP	04/08/24	0007436	UNITED STATES TREASURY	83,347.18		05/02/24
						SS & MQGE/MEDICARE TAX			
ACCOUNT TOTAL							165,766.64	.00	165,766.64
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
1790		10/24	AP	04/24/24	0007412	I.P.E.R.S.	156,812.83		05/02/24
						IPERS APRIL 2024			
ACCOUNT TOTAL							156,812.83	.00	156,812.83
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
1790		10/24	AP	04/22/24	0007400	COLLECTION SERVICES CENTER	593.51		05/02/24
						CHILD SUPPORT PAYMENTS			
1790		10/24	AP	04/22/24	0007439	VOYA FINANCIAL	9,961.07		05/02/24
						EMPLOYEE 457 CONTRIBUTION			
1790		10/24	AP	04/19/24	0007419	ISOLVED BENEFIT SERVICES, INC	6,485.56		05/02/24
						CAFETERIA PLAN			
1790		10/24	AP	04/08/24	0007399	COLLECTION SERVICES CENTER	593.51		05/02/24
						CHILD SUPPORT PAYMENTS			
1790		10/24	AP	04/05/24	0007417	ISOLVED BENEFIT SERVICES, INC	6,485.56		05/02/24
						CAFETERIA PLAN			
1790		10/24	AP	04/03/24	0007438	VOYA FINANCIAL	9,961.07		05/02/24
						EMPLOYEE 457 CONTRIBUTION			
ACCOUNT TOTAL							34,080.28	.00	34,080.28

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									POST DT
FUND 686 PAYROLL FUND									
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES									
1790		10/24	AP	04/22/24	0007416	IOWA WORKFORCE DEVELOPMENT	15,183.33		05/02/24
						RMB:BENEFITS THRU 3/31/24			
						ACCOUNT TOTAL	15,183.33	.00	15,183.33
						FUND TOTAL	562,525.12	.00	562,525.12
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1790		10/24	AP	04/08/24	0007402	EMC RISK SERVICES, LLC	450.00		05/02/24
						WORKER COMP ADMIN FEE			
						ACCOUNT TOTAL	450.00	.00	450.00
						FUND TOTAL	450.00	.00	450.00
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
1859		11/24	AP	05/08/24	0400034	MICHAEL WEINERT	75.00		05/09/24
						RMB:DAMAGE TO MAILBOX			DOL:01/09/24
1859		11/24	AP	05/08/24	0400019	ANDREA SHERWOOD	42.79		05/09/24
						RMB:DAMAGE TO MAILBOX			DOL:01/09/24
1859		11/24	AP	05/08/24	0400030	LINDA CORBIN	75.00		05/09/24
						RMB:DAMAGE TO MAILBOX			DOL:01/09/24
1859		11/24	AP	05/08/24	0400040	TRAVIS MOREHOUSE	75.00		05/09/24
						RMB:DAMAGE TO MAILBOX			DOL:01/13/24
1859		11/24	AP	05/08/24	0400032	MARY WISE	63.12		05/09/24
						RMB:DAMAGE TO MAILBOX			DOL:01/23/24
1859		11/24	AP	05/08/24	0400029	LEE HACKMAN	75.00		05/09/24
						RMB:DAMAGE TO MAILBOX			DOL:01/10/24
						ACCOUNT TOTAL	405.91	.00	405.91
						FUND TOTAL	405.91	.00	405.91
FUND 724 TRUST & AGENCY									
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND									
1878		11/24	AP	05/10/24	0400046	GENERAL FUND	89,357.59		05/13/24
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	89,357.59	.00	89,357.59

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									POST DT
FUND 724	TRUST & AGENCY								
					FUND TOTAL		89,357.59	.00	89,357.59
FUND 727	GREENWOOD CEMETERY	P-CARE							
FUND 728	FAIRVIEW CEMETERY	P-CARE							
FUND 729	HILLSIDE CEMETERY	P-CARE							
FUND 790	FLOOD LEVY								
					GRAND TOTAL		2,103,992.17	.00	2,103,992.17

COUNCIL INVOICES FOR 05/20/24 MEETING

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FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1849		11/24 AP	05/06/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	3.20		05/14/24	
						RED & BLUE PENS, TAPE, PENCIL HOLDER				
1875		11/24 AP	05/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	13.80		05/14/24	
						PENS/LEGAL PADS/RUBBERBAN				
1875		11/24 AP	05/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	22.78		05/14/24	
						COPY PAPER				
1849		11/24 AP	04/30/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.31		05/14/24	
						POST-ITS,BUTTON BATTERY, PENS,SHARPIES,HI-LITERS				
1849		11/24 AP	04/30/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	6.14		05/14/24	
						11X17 PAPER, COPY PAPER				
						ACCOUNT TOTAL	47.23	.00	47.23	
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1848		11/24 AP	05/03/24	0000000		SHRED-IT USA	59.97		05/14/24	
						DOCUMENT DESTRUCTION 4/04/24 220 CLAY				
						ACCOUNT TOTAL	59.97	.00	59.97	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1875		11/24 AP	05/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	4.08		05/14/24	
						PENS/LEGAL PADS/RUBBERBAN				
1875		11/24 AP	05/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	5.70		05/14/24	
						COPY PAPER				
						ACCOUNT TOTAL	9.78	.00	9.78	
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1862		11/24 AP	05/01/24	0000000		ISCPA	300.00		05/14/24	
						MEMBERSHIP-J RODENBECK 05/01/24-04/30/25				
						ACCOUNT TOTAL	300.00	.00	300.00	
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1851		11/24 AP	04/05/24	0146315		US BANK	550.00		05/08/24	
						GOVERNMENT FINANCE OFFIC REG.RODENBECK-GFOA CONF.				
						ACCOUNT TOTAL	550.00	.00	550.00	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1875		11/24 AP	05/09/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.92		05/14/24	
						PENS-LISA R				
1875		11/24 AP	05/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	14.29		05/14/24	
						PENS/LEGAL PADS/RUBBERBAN LETTER OPENER				

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FUND 101 GENERAL FUND										
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
1875		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	28.49			05/14/24
						ACCOUNT TOTAL	44.70	.00	44.70	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1875		11/24	AP	05/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS-CHELSIE	18.85			05/14/24
1875		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS/LEGAL PADS/RUBBERBAN	5.11			05/14/24
1875		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	17.10			05/14/24
						ACCOUNT TOTAL	41.06	.00	41.06	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
1875		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			05/14/24
						ACCOUNT TOTAL	2.28	.00	2.28	
101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK										
1862		11/24	AP	05/01/24	0000000	ONE SOURCE THE BACKGROUND CHE APRIL APPLICANTS 04/01/24-05/01/24	990.85			05/14/24
						ACCOUNT TOTAL	990.85	.00	990.85	
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS										
1862		11/24	AP	04/29/24	0000000	MERCYONE OCCUPATIONAL HEALTH PRE-EMPLOY.PHYS-MAR'24	936.00			05/14/24
						ACCOUNT TOTAL	936.00	.00	936.00	
101-1038-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS										
1862		11/24	AP	04/29/24	0000000	MERCYONE OCCUPATIONAL HEALTH POST-EMPLOY.PHYS-MAR'24	7,228.00			05/14/24
						ACCOUNT TOTAL	7,228.00	.00	7,228.00	
101-1038-441.81-52 PROFESSIONAL SERVICES / DRUG TESTING										
1862		11/24	AP	04/29/24	0000000	MERCYONE OCCUPATIONAL HEALTH EE DRUG TESTING-MAR'24	746.00			05/14/24
						ACCOUNT TOTAL	746.00	.00	746.00	

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FUND 101 GENERAL FUND										
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
1862		11/24	AP	04/28/24	0000000	COURIER COMMUNICATIONS-ADVERT ONLINE	769.95		05/14/24	
1862		11/24	AP	04/28/24	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	469.95		05/14/24	
1862		11/24	AP	04/25/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/25/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/25/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/25/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/25/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/25/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/20/24	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	178.00		05/14/24	
1862		11/24	AP	04/19/24	0000000	COURIER COMMUNICATIONS-ADVERT ONLINE	39.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC.	72.00		05/14/24	
1862		11/24	AP	04/11/24	0000000	CEDAR VALLEY SAVER, INC. WEB	5.00		05/14/24	
1851		11/24	AP	04/05/24	0146315	US BANK	119.95		05/08/24	
1862		11/24	AP	04/04/24	941769	RECRUITER LITE:4/4-5/4/24				
1862		11/24	AP	04/04/24	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	700.00		05/14/24	
1862		11/24	AP	04/04/24	0000000	COURIER COMMUNICATIONS-ADVERT	669.95		05/14/24	

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FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				continued
1851				11/24	AP 04/01/24 0146315	AUDIENCE TARGETED DISPLAY AMP DIGITAL US BANK	50.00			05/08/24
1851				11/24	AP 04/01/24 0146315	FACEBK *PY9JW2QUJ2 CAREER FAIR EVENT AD US BANK	7.46			05/08/24
1851				11/24	AP 03/25/24 0146315	FACEBK *PY9JW2QUJ2 PUBLIC SAFETY JOB AD US BANK	140.50			05/08/24
1851				11/24	AP 03/25/24 0146315	SIGNS BY TOMORROW OF CEDA CAREER FAIR BANNERS US BANK	172.35			05/08/24
1851				11/24	AP 03/25/24 0146315	SAMSClub #6514 FOOD FOR JOB FAIR US BANK	18.44			05/08/24
						FAREWAY STORES #974 FOOD FOR JOB FAIR				
						ACCOUNT TOTAL	4,028.55	.00	4,028.55	
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
1808				11/24	AP 04/30/24 0000000	WELLNESS GIFT CARDS COMMUNITY MAIN STREET	100.00			05/14/24
1851				11/24	AP 04/19/24 0146315	AMZN MKTP US*LX8BN00D3 PICKLEBALL US BANK	123.36			05/08/24
						ACCOUNT TOTAL	223.36	.00	223.36	
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION										
1875				11/24	AP 05/10/24 0000000	ADMINISTRATIVE SUPERVISOR CARLSON DETTMANN CONSULTING L CIVIL SERVICE REVIEW	275.00			05/14/24
						ACCOUNT TOTAL	275.00	.00	275.00	
101-1038-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1851				11/24	AP 04/05/24 0146315	SOCIETYFORHUMANRESOURCE MEMBERSHIP-B.BALVANZ US BANK	339.00			05/08/24
1851				11/24	AP 03/27/24 0146315	SOCIETYFORHUMANRESOURCE MEMBERSHIP-B.SCHINDEL US BANK	339.00			05/08/24
1851				11/24	AP 03/27/24 0146315	SHRM CERTIFICATION RECERT FEE-B.SCHINDEL US BANK	135.00			05/08/24
						ACCOUNT TOTAL	813.00	.00	813.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1875				11/24	AP 05/02/24 0000000	PENS/LEGAL PADS/RUBBERBAN OFFICE EXPRESS OFFICE PRODUCT	2.55			05/14/24
1875				11/24	AP 05/02/24 0000000	COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	3.42			05/14/24
						ACCOUNT TOTAL	5.97	.00	5.97	

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FUND 101 GENERAL FUND										
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
1862		11/24 AP		05/01/24	0000000	THOMSON REUTERS - WEST	741.54			05/14/24
						WESTLAW INFORMATION				
						04/01/24-04/30/24				
						ACCOUNT TOTAL	741.54	.00	741.54	
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
1862		11/24 AP		04/30/24	0000000	AHLERS AND COONEY, P.C.	147.40			05/14/24
						LGL:LABOR RELATIONS				
						03/20/24-03/29/24				
1862		11/24 AP		04/30/24	0000000	AHLERS AND COONEY, P.C.	767.00			05/14/24
						LGL:GENERAL				
						03/26/24-04/12/24				
						ACCOUNT TOTAL	914.40	.00	914.40	
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1855		11/24 AP		04/08/24	0146315	US BANK	19.78			05/08/24
						AMZN MKTP US*T32I08TW3				
						0.47" LABEL TAPE 6-PACK				
1855		11/24 AP		03/26/24	0146315	US BANK	67.61			05/08/24
						AMZN MKTP US*RH8ZX55P1				
						WEATHER RADIO				
						ACCOUNT TOTAL	87.39	.00	87.39	
101-1060-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
1855		11/24 AP		04/12/24	0146315	US BANK	90.00			05/08/24
						INTUIT *QBOOKS ONLINE				
						QUICKBOOKS MONTHLY SUB.				
1855		11/24 AP		04/08/24	0146315	US BANK		21.59		05/08/24
						ADOBE INC.				
						TAX REFUND				
1855		11/24 AP		04/08/24	0146315	US BANK	381.47			05/08/24
						ADOBE INC.				
						IYR SUBSCR.4/5/24-4/4/25				
1855		11/24 AP		04/04/24	0146315	US BANK	559.90			05/08/24
						ZOOM.US 888-799-9666				
						ZOOM PRO & WEBUBAR 1 YEAR				
						ACCOUNT TOTAL	1,031.37	21.59	1,009.78	
101-1060-423.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1855		11/24 AP		04/12/24	0146315	US BANK	255.36			05/08/24
						GATEWAY HOTEL & CONFER				
						HOTEL-ANGEL/AGUIRRE				
1855		11/24 AP		04/12/24	0146315	US BANK	255.36			05/08/24
						GATEWAY HOTEL & CONFER				
						HOTEL-PARSONS/MCNAMEE				
1855		11/24 AP		04/12/24	0146315	US BANK	255.36			05/08/24
						GATEWAY HOTEL & CONFER				
						HOTEL-NEDWICK/BLACKFORD				
1855		11/24 AP		04/11/24	0146315	US BANK	127.68			05/08/24
						GATEWAY HOTEL & CONFER				
						HOTEL-HOSFORD				
1855		11/24 AP		04/09/24	0146315	US BANK	151.13			05/08/24
						TST* WASABI AMES				
						DINNER ON 4/8				
						ACCOUNT TOTAL	1,044.89	.00	1,044.89	

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FUND 101 GENERAL FUND									
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1855		11/24	AP	04/17/24	0146315 US BANK	225.00		05/08/24	
					WWP*WB MCCLOUD SERV. PEST INSPECTION				
					ACCOUNT TOTAL	225.00	.00	225.00	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1855		11/24	AP	04/22/24	0146315 US BANK	30.00		05/08/24	
					SP MOOSBAKERY FOTL:ADULT-COOKIES				
1855		11/24	AP	04/19/24	0146315 US BANK	3.19		05/08/24	
					CASEYS #3045 FOTL:YOUTH-ICE				
1855		11/24	AP	04/18/24	0146315 US BANK	53.98		05/08/24	
					AMZN MKTP US*JQ6N08A03 FOTL:YOUTH-PLAY BROOM &				
1855		11/24	AP	04/18/24	0146315 US BANK	6.91		05/08/24	
					AMZN MKTP US*F33P08RZ3 FOTL:YOUTH-COMBO LOCK				
1855		11/24	AP	04/15/24	0146315 US BANK	18.99		05/08/24	
					AMZN MKTP US*9720L9K43 FOTL:YA-CHESS TIMER				
1855		11/24	AP	04/15/24	0146315 US BANK	108.13		05/08/24	
					HY-VEE CEDAR FALLS 1052 FOTL:YA-SANDWICH SUPPLIES				
1855		11/24	AP	04/15/24	0146315 US BANK	38.70		05/08/24	
					TEA CELLAR FOTL:YA-TEA				
1855		11/24	AP	04/08/24	0146315 US BANK	54.49		05/08/24	
					GOODWILL CEDAR FALLS #1 FOTL:YA-TEA CUPS & PLATES				
1855		11/24	AP	04/05/24	0146315 US BANK	11.93		05/08/24	
					AMAZON.COM*F54581HU3 FOTL:YA-TELL ME MORE GAME				
1855		11/24	AP	04/05/24	0146315 US BANK	33.98		05/08/24	
					AMAZON.COM*PQ8ER9A93 FOTL:YOUTH-PAINT SETS				
1855		11/24	AP	04/04/24	0146315 US BANK	33.98		05/08/24	
					AMAZON.COM*YV4SS3TB3 FOTL:YOUTH-PAINT SETS				
1855		11/24	AP	04/03/24	0146315 US BANK	44.54		05/08/24	
					AMAZON.COM*CR5WU5FT3 FOTL:YOUTH-POSTERBOARD				
1855		11/24	AP	04/03/24	0146315 US BANK	37.78		05/08/24	
					HY-VEE CEDAR FALLS 1052 FOTL:YA-COOKIES, PAPER				
1855		11/24	AP	04/02/24	0146315 US BANK	27.18		05/08/24	
					AMZN MKTP US*N66YU1P33 FOTL:YOUTH-YOUTH BOOKS				
1855		11/24	AP	04/01/24	0146315 US BANK	29.99		05/08/24	
					AMAZON.COM*164D29MX3 FOTL:ADULT-FIDGET TUBES				
1855		11/24	AP	03/29/24	0146315 US BANK	109.38		05/08/24	
					HY-VEE CEDAR FALLS 1052 FOTL:YA-CHIPS & SODA				
1855		11/24	AP	03/29/24	0146315 US BANK	16.48		05/08/24	
					HY-VEE CEDAR FALLS 1052 FOTL:ADULT-SODA				
1855		11/24	AP	03/28/24	0146315 US BANK	30.00		05/08/24	
					SQ *MAIN STREET SWEETS FOTL:ADULT-COOKIES				
1855		11/24	AP	03/25/24	0146315 US BANK	20.04		05/08/24	
					DOMINO'S 1737 FOTL:YA-PIZZA & DRINKS				
1855		11/24	AP	03/25/24	0146315 US BANK	7.99		05/08/24	
					DOMINO'S 1737 FOTL:YA-PIZZA				
					ACCOUNT TOTAL	717.66	.00	717.66	

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FUND 101 GENERAL FUND										
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1855				11/24	AP 04/22/24 0146315	US BANK	262.38		05/08/24	
					AMAZON.COM*6I8EP2UP3	BERG 2RMB SLP'24-YTH BOKS				
1855				11/24	AP 04/22/24 0146315	US BANK	6.95		05/08/24	
					AMAZON.COM*PA3IH30U3	BERG 2RMB SLP'24-YTH BOKS				
1855				11/24	AP 04/19/24 0146315	US BANK	120.27		05/08/24	
					AMZN MKTP US*213011YB3	BERG 2 RMB SLP-STICKERS &				
1855				11/24	AP 04/19/24 0146315	US BANK	68.99		05/08/24	
					AMZN MKTP US*WX2NM2TK3	BERG 2 RMB SLP-SUCKERS				
1855				11/24	AP 04/19/24 0146315	US BANK	8.94		05/08/24	
					AMZN MKTP US*W98KX9HX3	BERG 2 RMB SLP-CUPS				
					ACCOUNT TOTAL		467.53	.00	467.53	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS										
1855				11/24	AP 04/15/24 0146315	US BANK	19.29		05/08/24	
					AMZN MKTP US*2X33C45M3	PRESSER FEET FOR SEWING				
1855				11/24	AP 04/15/24 0146315	US BANK	16.60		05/08/24	
					AMZN MKTP US*T79J423L3	PRESSER FEET FOR SEWING				
1855				11/24	AP 04/12/24 0146315	US BANK	70.66		05/08/24	
					SP AMERICAN BUTTON M	BUTTON SUPPLIES				
					ACCOUNT TOTAL		106.55	.00	106.55	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1855				11/24	AP 04/22/24 0146315	US BANK	24.99		05/08/24	
					AMZN MKTP US*QX41G5MP3	ADULT BOOKS				
1855				11/24	AP 04/15/24 0146315	US BANK	52.23		05/08/24	
					AMZN MKTP US*DH7P796O3	ADULT BOOKS				
1855				11/24	AP 04/11/24 0146315	US BANK	27.00		05/08/24	
					AMAZON.COM*DJ7ZV0LE3	ADULT BOOKS				
1855				11/24	AP 04/09/24 0146315	US BANK	19.95		05/08/24	
					AMZN MKTP US*JZ9LY4M43	ADULT BOOKS				
1855				11/24	AP 04/08/24 0146315	US BANK	19.90		05/08/24	
					AMZN MKTP US*VZ3I18QP3	ADULT BOOKS				
1855				11/24	AP 04/02/24 0146315	US BANK	112.57		05/08/24	
					AMZN MKTP US*UA6UQ9YG3	ADULT BOOKS				
1855				11/24	AP 04/02/24 0146315	US BANK	28.34		05/08/24	
					AMAZON.COM*4E6YG74X3	ADULT BOOKS				
1855				11/24	AP 04/01/24 0146315	US BANK	39.98		05/08/24	
					AMAZON.COM*RZ7AJ29C3	ADULT BOOKS				
1855				11/24	AP 03/28/24 0146315	US BANK	12.79		05/08/24	
					AMAZON.COM*RH1T779U1	ADULT BOOKS				
1854				11/24	AP 03/22/24 0146315	US BANK	15.99		05/08/24	
					AMAZON.COM*RA6TB8FO0	ADULT BOOKS				
					ACCOUNT TOTAL		353.74	.00	353.74	

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FUND 101 GENERAL FUND										
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1855		11/24	AP	04/15/24	0146315	US BANK	10.79		05/08/24	
						AMAZON RET* 113-841386				
1855		11/24	AP	04/02/24	0146315	US BANK	25.80		05/08/24	
						AMAZON.COM*U01441VW3				
						ACCOUNT TOTAL	36.59	.00	36.59	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1855		11/24	AP	04/08/24	0146315	US BANK	22.85		05/08/24	
						AMZN MKTP US*FA3XQ38A3				
1855		11/24	AP	04/05/24	0146315	US BANK	8.99		05/08/24	
						AMAZON.COM*HY83U5013				
1855		11/24	AP	04/02/24	0146315	US BANK	17.78		05/08/24	
						AMZN MKTP US*DB0CE45S3				
1855		11/24	AP	03/29/24	0146315	US BANK		2.81	05/08/24	
						AMAZON RET* TECH SERVI				
1855		11/24	AP	03/27/24	0146315	US BANK	24.99		05/08/24	
						AMAZON.COM*RH3F91KQ1				
1855		11/24	AP	03/25/24	0146315	US BANK	18.99		05/08/24	
						AMAZON RET* TECH SERVI				
1854		11/24	AP	03/22/24	0146315	US BANK	141.91		05/08/24	
						AMAZON RET* TECH SERVI				
1854		11/24	AP	03/22/24	0146315	US BANK	7.99		05/08/24	
						AMAZON.COM*RA6TB8F00				
1854		11/24	AP	03/22/24	0146315	US BANK	7.92		05/08/24	
						AMAZON.COM*R66CQ1I51				
1854		11/24	AP	03/21/24	0146315	US BANK	9.99		05/08/24	
						AMAZON.COM*R63G58DD1				
						ACCOUNT TOTAL	261.41	2.81	258.60	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
1855		11/24	AP	04/05/24	0146315	US BANK	23.99		05/08/24	
						AMAZON.COM*HY83U5013				
						ACCOUNT TOTAL	23.99	.00	23.99	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
1855		11/24	AP	04/15/24	0146315	US BANK	7.98		05/08/24	
						AMZN MKTP US*DH7P79603				
1855		11/24	AP	03/28/24	0146315	US BANK	13.98		05/08/24	
						AMAZON.COM*RH1T779U1				
						ACCOUNT TOTAL	21.96	.00	21.96	

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FUND 101 GENERAL FUND											
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO											
1855		11/24 AP		04/15/24	0146315	US BANK	42.07		05/08/24		
		AMZN MKTP		US*DH7P79603		ADULT VIDEOS					
1855		11/24 AP		04/02/24	0146315	US BANK	9.40		05/08/24		
		AMZN MKTP		US*UA6UQ9YG3		ADULT VIDEOS					
		ACCOUNT TOTAL						51.47	.00	51.47	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES											
1855		11/24 AP		04/02/24	0146315	US BANK	122.74		05/08/24		
		AMZN MKTP		US*N66YU1P33		YOUNG ADULT VIDEO GAMES					
1854		11/24 AP		03/21/24	0146315	US BANK	69.00		05/08/24		
		AMAZON.COM		*R65F30U81		ADULT VIDEO GAMES					
1854		11/24 AP		03/21/24	0146315	US BANK	59.99		05/08/24		
		AMAZON.COM		*R65F30U81		YOUNG ADULT VIDEO GAMES					
		ACCOUNT TOTAL						251.73	.00	251.73	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1875		11/24 AP		05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.55		05/14/24		
		PENS/LEGAL		PADS/RUBBERBAN							
1875		11/24 AP		05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14		05/14/24		
		COPY PAPER									
		ACCOUNT TOTAL						3.69	.00	3.69	
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.											
1875		11/24 AP		05/02/24	0000000	HILTON GARDEN INN	3,532.80		05/14/24		
		BUS & IND AWARDS		LUNCHEON		05/02/24					
		PROJECT#:		014000							
		ACCOUNT TOTAL						3,532.80	.00	3,532.80	
101-1118-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
1851		11/24 AP		04/10/24	0146315	US BANK	90.00		05/08/24		
		IOWA UTILITY		ASSOCIATION		REG:S.GRAHAM-IA DEV.CONF					
		ACCOUNT TOTAL						90.00	.00	90.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1875		11/24 AP		05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.55		05/14/24		
		PENS/LEGAL		PADS/RUBBERBAN							
1875		11/24 AP		05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14		05/14/24		
		COPY PAPER									
		ACCOUNT TOTAL						3.69	.00	3.69	

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FUND 101 GENERAL FUND										
101-1158-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1862		11/24	AP	12/31/23	0000000	COMMUNITY FOUNDATION-METRO FU ANNUAL DUES FOR 2024	100.00			05/14/24
ACCOUNT TOTAL							100.00	.00	100.00	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1851		11/24	AP	04/18/24	0146315	US BANK	5.00			05/08/24
1851		11/24	AP	04/10/24	0146315	US BANK	5.15			05/08/24
1851		11/24	AP	03/27/24	0146315	US BANK	5.10			05/08/24
ACCOUNT TOTAL							15.25	.00	15.25	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
1875		11/24	AP	04/25/24	0000000	COURIER LEGAL COMMUNICATIONS	1,179.49			05/14/24
1875		4/15	MTG			MINUTES APRIL BILLS & RECEIPTS				
1875		11/24	AP	04/18/24	0000000	COURIER LEGAL COMMUNICATIONS	162.92			05/14/24
1875		11/24	AP	04/16/24	0000000	COURIER LEGAL COMMUNICATIONS	1,442.34			05/14/24
1875		11/24	AP	04/16/24	0000000	COURIER LEGAL COMMUNICATIONS	110.06			05/14/24
1875		11/24	AP	04/16/24	0000000	COURIER LEGAL COMMUNICATIONS	68.19			05/14/24
1875		11/24	AP	04/16/24	0000000	COURIER LEGAL COMMUNICATIONS	33.93			05/14/24
1875		11/24	AP	04/16/24	0000000	COURIER LEGAL COMMUNICATIONS	33.16			05/14/24
1875		11/24	AP	04/04/24	0000000	COURIER LEGAL COMMUNICATIONS	174.83			05/14/24
1875		11/24	AP	04/04/24	0000000	COURIER LEGAL COMMUNICATIONS	219.49			05/14/24
1875		11/24	AP	04/04/24	0000000	COURIER LEGAL COMMUNICATIONS	75.83			05/14/24
1875		11/24	AP	04/02/24	0000000	COURIER LEGAL COMMUNICATIONS	32.14			05/14/24
1875		11/24	AP	03/28/24	0000000	COURIER LEGAL COMMUNICATIONS	413.89			05/14/24
1875		11/24	AP	03/21/24	0000000	COURIER LEGAL COMMUNICATIONS	293.54			05/14/24
ACCOUNT TOTAL							4,239.81	.00	4,239.81	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										

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FUND 101 GENERAL FUND										
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				
1862				11/24	AP 08/04/23 0000000	CN RAILROAD	1,200.00			05/14/24
						CN LEASE 2023-2028				
						PROJECT#: 021967				
						ACCOUNT TOTAL	1,200.00	.00	1,200.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1849				11/24	AP 05/06/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.67			05/14/24
						RED & BLUE PENS, TAPE				
1849				11/24	AP 04/30/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.31			05/14/24
						POST-ITS,BUTTON BATTERY, PENS,SHARPIES,HI-LITERS				
1849				11/24	AP 04/30/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	9.20			05/14/24
						11X17 PAPER, COPY PAPER				
						ACCOUNT TOTAL	11.18	.00	11.18	
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1851				11/24	AP 04/18/24 0146315	US BANK	12.97			05/08/24
						CARIBOU COFFEE CO #1344				
1851				11/24	AP 04/18/24 0146315	US BANK	17.12			05/08/24
						KUM&GO 0119R NORTHWOOD				
1851				11/24	AP 04/17/24 0146315	US BANK	8.50			05/08/24
						CARIBOU COFFEE CO #1344				
1851				11/24	AP 04/17/24 0146315	US BANK	31.14			05/08/24
						A&W 94110				
1851				11/24	AP 04/16/24 0146315	US BANK	8.50			05/08/24
						CARIBOU COFFEE CO #1344				
1851				11/24	AP 04/16/24 0146315	US BANK	20.00			05/08/24
						PLAZA RAMP 8069				
1851				11/24	AP 04/15/24 0146315	US BANK	23.75			05/08/24
						CHIPOTLE 0263				
1851				11/24	AP 04/15/24 0146315	US BANK	24.13			05/08/24
						SQ *KELBER CATERING INC.				
						LUNCH - STEPHANIE SHEETZ				
						ACCOUNT TOTAL	146.11	.00	146.11	
101-2205-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1851				11/24	AP 03/29/24 0146315	US BANK	325.00			05/08/24
						TEMPEST INTERACTIVE				
						UMCVB CONF REG-S SHEETZ				
						ACCOUNT TOTAL	325.00	.00	325.00	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1849				11/24	AP 05/06/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	5.58			05/14/24
						RED & BLUE PENS, TAPE				

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FUND 101 GENERAL FUND										
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
1849		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	30.09		05/14/24	
						BUS.CARD HOLDER, POST-ITS, BATTERY, PENS, MARKERS				
1849		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	38.34		05/14/24	
						11X17 PAPER, COPY PAPER				
						ACCOUNT TOTAL	74.01	.00	74.01	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
1849		11/24	AP	04/29/24	0000000	COOLEY SANITATION LLC	200.00		05/14/24	
						1609 LILAC PICKUP CODE ENFORCEMENT				
1849		11/24	AP	04/29/24	0000000	COOLEY SANITATION LLC	200.00		05/14/24	
						2013 MAPLEWOOD PICKUP CODE ENFORCEMENT				
						ACCOUNT TOTAL	400.00	.00	400.00	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1862		11/24	AP	05/01/24	0000000	BROWN'S SHOE FIT	175.00		05/14/24	
						SAFETY SHOES-J MAI P.O. 56969				
						ACCOUNT TOTAL	175.00	.00	175.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1849		11/24	AP	05/06/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.68		05/14/24	
						RED & BLUE PENS, TAPE				
1849		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.26		05/14/24	
						POST-ITS, BUTTON BATTERY, PENS, SHARPIES, HI-LITERS				
1849		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	30.68		05/14/24	
						11X17 PAPER, COPY PAPER				
						ACCOUNT TOTAL	38.62	.00	38.62	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1851		11/24	AP	04/01/24	0146315	US BANK	38.98		05/08/24	
						AMZN MKTP US*RA6B275C1 SIGN HOLDER				
1851		11/24	AP	03/21/24	0146315	US BANK	16.98		05/08/24	
						AMZN MKTP US*RH6JD7PN2 LOOP STRAPS				
						ACCOUNT TOTAL	55.96	.00	55.96	
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.										
1851		11/24	AP	03/21/24	0146315	US BANK	41.09		05/08/24	
						AMZN MKTP US*R69Q582I1 PING PONG NETS				
						ACCOUNT TOTAL	41.09	.00	41.09	

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FUND 101 GENERAL FUND										
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT										
1808		11/24	AP	04/05/24	0000000	PIONEER ATHLETICS & MTP	1,035.00			05/14/24
						FIELD PAINT				
1808		11/24	AP	04/04/24	0000000	SCHEELS ALL SPORTS	2,198.88			05/14/24
						SOFTBALLS				
						ACCOUNT TOTAL	3,233.88	.00		3,233.88
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS										
1851		11/24	AP	04/09/24	0146315	US BANK	38.32			05/08/24
						WAL-MART #0753				
						CONSC.STAND CLEANING RAGS				
						ACCOUNT TOTAL	38.32	.00		38.32
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS										
1861		11/24	AP	05/02/24	0000000	ATLANTIC COCA-COLA	255.41			05/14/24
						BEVERAGE SUPPLIES				
1851		11/24	AP	04/16/24	0146315	US BANK	41.93			05/08/24
						AMZN MKTP US*YG8877413				
						COFFEE CREAMER				
						ACCOUNT TOTAL	297.34	.00		297.34
101-2253-423.72-44 OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS										
1808		11/24	AP	04/24/24	0000000	PUSH PEDAL PULL-CDR	887.08			05/14/24
						REPLACE BELT & BOX				
						TREADMILLS				
						ACCOUNT TOTAL	887.08	.00		887.08
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
1851		11/24	AP	04/11/24	0146315	US BANK	8.40			05/08/24
						O DONNELL ACE HARDWARE				
						INSTRUCTOR BAR REPAIR				
1851		11/24	AP	04/04/24	0146315	US BANK	15.47			05/08/24
						AMZN MKTP US*P96KE5PE3				
						CHARGE CORD FOR CYCLING				
						ACCOUNT TOTAL	23.87	.00		23.87
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES										
1851		11/24	AP	03/26/24	0146315	US BANK	456.11			05/08/24
						AMZN MKTP US*RA7R88J42				
						SPORTS TOTS SUPPLIES				
						ACCOUNT TOTAL	456.11	.00		456.11
101-2253-423.73-18 OTHER SUPPLIES / LIFEGUARD TRAINING SUPP.										
1851		11/24	AP	04/10/24	0146315	US BANK	230.00			05/08/24

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FUND 101 GENERAL FUND										
101-2253-423.73-18 OTHER SUPPLIES / LIFEGUARD TRAINING SUPP.						continued				
1851		AMERICAN RED CROSS				LIFEGUARD RECERT COURSE				
	11/24	AP	03/28/24	0146315	US BANK		690.00			05/08/24
1851		AMERICAN RED CROSS				MAR.LIFEGUARD CERT. CLASS				
	11/24	AP	03/26/24	0146315	US BANK		230.00			05/08/24
1851		AMERICAN RED CROSS				5 LIFEGUARD RECERT				
	11/24	AP	03/21/24	0146315	US BANK		49.95			05/08/24
		AMZN MKTP US*R60UI02H1				CPR TRAINING VALVES				
ACCOUNT TOTAL							1,199.95	.00	1,199.95	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA										
1851		FACEBK B8E8L5QR72				MEDIA				
	11/24	AP	04/17/24	0146315	US BANK		56.00			05/08/24
ACCOUNT TOTAL							56.00	.00	56.00	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1867		TENNIS COURTS FENCE SLATS				IKE'S FENCE WORKS				
	11/24	AP	04/30/24	0000000			8,750.00			05/14/24
ACCOUNT TOTAL							8,750.00	.00	8,750.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1861		CLEANING SUPPLIES				MENARDS-CEDAR FALLS				
	11/24	AP	05/03/24	0000000			99.74			05/14/24
1861		VENDING CABINET SUPPLIES				MENARDS-CEDAR FALLS				
	11/24	AP	05/02/24	0000000			328.62			05/14/24
1861		WATER MANAGEMENT SERVICE				IWMC				
	11/24	AP	05/01/24	0000000			58.00			05/14/24
1861		APRIL 24 SERVICE				CULLIGAN WATER CONDITIONING				
	11/24	AP	04/30/24	0000000			105.05			05/14/24
1861		CABINET KEYS				POLK'S LOCK SERVICE, INC.				
	11/24	AP	04/30/24	0000000			24.00			05/14/24
1808		REC CTR MATS				VESTIS				
	11/24	AP	04/26/24	0000000			31.75			05/14/24
1851		O DONNELL ACE HARDWARE				US BANK				
	11/24	AP	04/22/24	0146315			100.98			05/08/24
1851		SHERWIN WILLIAMS 703171				FACE MASK FOR THE FALLS				
	11/24	AP	04/18/24	0146315	US BANK		62.66			05/08/24
1851		AMZN MKTP US*274L61FN3				PAINT FOR FRONT DESK				
	11/24	AP	04/05/24	0146315	US BANK		46.45			05/08/24
1851		O DONNELL ACE HARDWARE				BIZ STAIN & ODOR				
	11/24	AP	04/04/24	0146315	US BANK		9.29			05/08/24
1851		O DONNELL ACE HARDWARE				BOLTS FOT WT. HANDLE/				
	11/24	AP	03/25/24	0146315	US BANK		13.38			05/08/24
1808		O DONNELL ACE HARDWARE				DOOR STRAPS- INDOOR POOLS				
	11/24	AP	03/12/24	0000000		PRINT INNOVATIONS	112.00			05/14/24

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FUND 101 GENERAL FUND									
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP PICKLEBALL SIGNS						continued			
ACCOUNT TOTAL						991.92	.00	991.92	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
1808				11/24 AP 04/24/24 0000000	RESTORATION SERVICES, INC. CLEAN & SEAL CASHIER AREA	1,340.00			05/14/24
1808				11/24 AP 04/24/24 0000000	WATERLOO TENT & TARP COMPANY SHADE UMBRELLA WINCH ASSEMBLY	314.00			05/14/24
1861				11/24 AP 04/24/24 0000000	GRAINGER PARTS	2,258.27			05/14/24
1861				11/24 AP 04/24/24 0000000	MOTOR SEALS AND GASKETS GRAINGER PARTS	67.20			05/14/24
1851				11/24 AP 04/12/24 0146315	US BANK	20.95			05/08/24
1851				AMZN MKTP US*CQ41A75M3	FANNY PACK SUPPLIES				
1851				11/24 AP 04/10/24 0146315	US BANK	198.00			05/08/24
1851				THE LIFEGUARD STORE	POCKET MASKS				
1851				11/24 AP 04/09/24 0146315	US BANK	42.37			05/08/24
1851				WAL-MART #0753	FANNY PACK SUPPLIES				
1851				11/24 AP 04/09/24 0146315	US BANK	156.00			05/08/24
1851				O DONNELL ACE HARDWARE	1/4 " POLY TUBING				
1851				11/24 AP 04/09/24 0146315	US BANK	41.03			05/08/24
1851				O DONNELL ACE HARDWARE	THREAD TAPE / PIPE				
1851				11/24 AP 04/04/24 0146315	US BANK	210.00			05/08/24
DPH REGULATORY PROGRAMS 2024 FALLS POOL LICENSE									
ACCOUNT TOTAL						4,647.82	.00	4,647.82	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1851				11/24 AP 04/22/24 0146315	US BANK	38.26			05/08/24
AMZN MKTP US*569Y16UZ3 LABELS, USB ADAPTERS									
ACCOUNT TOTAL						38.26	.00	38.26	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES									
1851				11/24 AP 04/22/24 0146315	US BANK	31.37			05/08/24
AMAZON RET* 112-549837 PAPER FOR EDUCATION									
1851				11/24 AP 04/12/24 0146315	US BANK	33.52			05/08/24
AMZN MKTP US*1V15R9793 GOOGLY EYES, LAMINATING									
1851				11/24 AP 04/10/24 0146315	US BANK	29.88			05/08/24
AMZN MKTP US*4F1QL8YS3 PAINT PAPER									
1851				11/24 AP 04/08/24 0146315	US BANK	26.95			05/08/24
AMZN MKTP US*9X2PS07F3 GALLON DISPENSER PUMP									
1851				11/24 AP 04/08/24 0146315	US BANK	79.47			05/08/24
AMZN MKTP US*A42UI3BN3 LAMINATOR, CANVAS BOARDS									
1851				11/24 AP 03/26/24 0146315	US BANK	26.96			05/08/24

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FUND 101 GENERAL FUND										
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued				
					AMZN MKTP US*RH3W73MC1	PAPER PLATES FOR CRAFTS				
ACCOUNT TOTAL							228.15	.00	228.15	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1851				11/24	AP 04/17/24 0146315	US BANK	24.11			05/08/24
						DIAMOND VOGEL PAINT #210				
1851				11/24	AP 04/04/24 0146315	US BANK	49.63			05/08/24
						O DONNELL ACE HARDWARE				
						PAINT ROLLERS, ADHESIVE				
1851				11/24	AP 03/29/24 0146315	US BANK	24.11			05/08/24
						DIAMOND VOGEL PAINT #210				
						STUDENT ART 2024 PAINT				
ACCOUNT TOTAL							97.85	.00	97.85	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
1851				11/24	AP 04/16/24 0146315	US BANK	60.00			05/08/24
						WAVE - *PRETTY GOOD CO				
						VOLUNTEER THANK YOU CARDS				
1851				11/24	AP 03/22/24 0146315	US BANK	58.89			05/08/24
						HY-VEE CEDAR FALLS 1052				
						RECEPTION FOOD - POPCORN				
ACCOUNT TOTAL							118.89	.00	118.89	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1821				11/24	AP 05/08/24 0000000	METROPOLITAN CHORALE, INC.	400.00			05/14/24
						PERFORMANCE ON 5/23/24				
1821				11/24	AP 05/08/24 0000000	GILL, RHIANON	50.00			05/14/24
						FIGURE DRAWING MODEL				
						5/8/24				
1821				11/24	AP 05/08/24 0000000	MUSSIG, QUENTIN	200.00			05/14/24
						PIANO TUNING, CLEANING				
1821				11/24	AP 04/26/24 0000000	VESTIS	13.74			05/14/24
						MAT SERVICE				
1821				11/24	AP 04/04/24 0000000	MADLOCK-BLANCHARD, FINCH	200.00			05/14/24
						FIGURE DRAWING MODEL				
						5/1/24-5/29/24				
1821				11/24	AP 03/15/24 0000000	GUZZETTA, ANDREA	200.00			05/14/24
						BUSINESS OF ART 4/25/24				
1821				11/24	AP 03/04/24 0000000	CULTUREALL	600.00			05/14/24
						6/13/24 CULTUREALL WKSH				
						WITH EMMETT PHILLIPS				
PROJECT#: 577										
ACCOUNT TOTAL							1,663.74	.00	1,663.74	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
1851				11/24	AP 04/04/24 0146315	US BANK	21.64			05/08/24
						FACEBK EAZQN34ZN2				
						FACEBOOK ADS - EDUCATION				
1851				11/24	AP 03/27/24 0146315	US BANK	49.00			05/08/24

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FUND 101 GENERAL FUND										
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS continued										
BUSY BEAVER BUTTON CO. STUDENT ART 2024 BUTTONS										
ACCOUNT TOTAL							70.64	.00	70.64	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1821		11/24	AP	04/30/24	0000000	LEVERAGE PRINTING INC	1,822.36			05/14/24
1851		11/24	AP	04/18/24	0146315	US BANK	79.62			05/08/24
ACCOUNT TOTAL							1,901.98	.00	1,901.98	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1853		11/24	AP	05/04/24	0000000	MENARDS-CEDAR FALLS	15.96			05/14/24
1875		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.12			05/14/24
1848		11/24	AP	04/29/24	0000000	CITY LAUNDERING CO.	19.94			05/14/24
1853		11/24	AP	04/29/24	0000000	CITY LAUNDERING CO.	56.46			05/14/24
1853		11/24	AP	04/26/24	0000000	VESTIS	31.35			05/14/24
1853		11/24	AP	04/26/24	0000000	VESTIS	7.25			05/14/24
ACCOUNT TOTAL							140.08	.00	140.08	
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION										
1853		11/24	AP	04/24/24	0000000	MENARDS-CEDAR FALLS	43.98			05/14/24
ACCOUNT TOTAL							43.98	.00	43.98	
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1853		11/24	AP	04/26/24	0000000	IOWA ASSN.PROF.FIRE CHIEFS	100.00			05/14/24
ACCOUNT TOTAL							100.00	.00	100.00	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1853		11/24	AP	05/07/24	0000000	DINGES FIRE COMPANY	424.75			05/14/24
1853		11/24	AP	05/06/24	0000000	DINGES FIRE COMPANY	31.94			05/14/24

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued			
1853				11/24	AP 04/29/24 0000000	EQUIP REPAIR;ADELMUND PANTS/KNEE PADS & LINER DINGES FIRE COMPANY	466.48		05/14/24
1853				11/24	AP 04/22/24 0000000	FIRE EQUIP;10 FIRE HOODS GASCA/O'HERN/FF1/EXTRA ENTENMANN-ROVIN CO.	383.50		05/14/24
1851				11/24	AP 04/15/24 0146315	3 FIRE BADGES US BANK		59.90	05/08/24
1851				11/24	AP 04/08/24 0146315	FIRE SUPPLY DEPOT CREDIT-EMT BAGS-PATROL US BANK	85.90		05/08/24
1851				11/24	AP 04/01/24 0146315	FIRE SUPPLY DEPOT EMT BAGS FOR PATROL US BANK	71.09		05/08/24
1851				11/24	AP 03/25/24 0146315	FIRE SUPPLY DEPOT EMT BAGS FOR PATROL US BANK	51.95		05/08/24
						AMZN MKTP US*RA7CS3PX2 CPR FACE SHIELDS			
ACCOUNT TOTAL							1,515.61	59.90	1,455.71
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1851				11/24	AP 03/29/24 0146315	UIOWA ONLINE PAYMENTS US BANK BLS HEALTHCARE CARDS-13	110.50		05/08/24
ACCOUNT TOTAL							110.50	.00	110.50
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1851				11/24	AP 04/22/24 0146315	WYNDHAM INDIANAPOLIS W US BANK HTL-FDIC CONF-HOEFT/HANSO	684.45		05/08/24
ACCOUNT TOTAL							684.45	.00	684.45
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1853				11/24	AP 05/06/24 0000000	CERT.FEES-HAZMAT & PF1 FIRE SERVICE TRNG. BUREAU HINDERS/PENSEL/RIOS	300.00		05/14/24
1851				11/24	AP 04/11/24 0146315	AMZN MKTP US*509201UZ3 US BANK IFSTA PLANS EXAMINER BOOK	93.50		05/08/24
1851				11/24	AP 04/08/24 0146315	NFPA NATL FIRE PROTECT US BANK FIRE PLAN CERT.-KRUEGER/	786.60		05/08/24
1851				11/24	AP 03/29/24 0146315	UIOWA ONLINE PAYMENTS US BANK BLS HEALTHCARE CARDS-14	119.00		05/08/24
1851				11/24	AP 03/26/24 0146315	DPH REGULATORY PROGRAMS US BANK EMT RENEWAL-DEREK BROWN	25.00		05/08/24
1851				11/24	AP 03/25/24 0146315	NATIONAL REGISTRY EMT US BANK RENEW EMT CERT.-M.KRUEGER	25.00		05/08/24
ACCOUNT TOTAL							1,349.10	.00	1,349.10
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-4511-414.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1853				11/24 AP 04/18/24	0000000 PROP SHOP OF CEDAR FALLS	2,023.59		05/14/24	
					#572 ANN. SERVICE/REPAIR; REPL LOWER UNIT				
1853				11/24 AP 04/15/24	0000000 GULBRANSON'S APPLIANCE SERVIC	150.00		05/14/24	
					WASHER REPAIR/DRYER VENT				
1853				11/24 AP 04/08/24	0000000 PROP SHOP OF CEDAR FALLS	188.60		05/14/24	
					571 ANNUAL SERVICE&TEST				
					ACCOUNT TOTAL	2,362.19	.00	2,362.19	
101-4511-414.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
1853				11/24 AP 05/01/24	0000000 GALLS, LLC	112.91		05/14/24	
					BOOTS-LENOX				
1853				11/24 AP 04/30/24	0000000 GALLS, LLC	138.70		05/14/24	
					2 JOB SHIRTS 3XL-COPP				
1853				11/24 AP 04/30/24	0000000 GALLS, LLC	333.56		05/14/24	
					5.11 PANTS X8				
1853				11/24 AP 04/30/24	0000000 GALLS, LLC	118.95		05/14/24	
					2 PANTS - LADAGE				
1851				11/24 AP 04/03/24	0146315 US BANK	186.95		05/08/24	
					GLENDALE PARADE STORE LLC				
1851				11/24 AP 04/01/24	0146315 US BANK	769.00		05/08/24	
					EAGLE ENGRAVING INC				
1853				11/24 AP 02/29/24	0000000 WERTJES UNIFORMS	18.00		05/14/24	
					FIRE UNIFORM;HANSON				
1853				11/24 AP 02/27/24	0000000 WERTJES UNIFORMS	22.00		05/14/24	
					FIRE UNIFORM;LECHTENBERG				
1853				11/24 AP 02/26/24	0000000 WERTJES UNIFORMS	108.30		05/14/24	
					FIRE UNIFORM;SCHMIDT				
1853				11/24 AP 02/26/24	0000000 WERTJES UNIFORMS	12.00		05/14/24	
					FIRE UNIFORM;HOEFT				
1853				11/24 AP 02/24/24	0000000 WERTJES UNIFORMS	29.50		05/14/24	
					FIRE UNIFORM;TAYLOR				
1853				11/24 AP 02/24/24	0000000 WERTJES UNIFORMS	151.00		05/14/24	
					FIRE UNIFORM;TAYLOR				
1853				11/24 AP 02/23/24	0000000 WERTJES UNIFORMS	230.75		05/14/24	
					FIRE UNIFORM;LADAGE				
1853				11/24 AP 02/19/24	0000000 WERTJES UNIFORMS	175.99		05/14/24	
					FIRE UNIFORM;KRUEGER				
1853				11/24 AP 02/14/24	0000000 WERTJES UNIFORMS	28.00		05/14/24	
					FIRE UNIFORM;LENOX				
1853				11/24 AP 02/12/24	0000000 WERTJES UNIFORMS	174.15		05/14/24	
					FIRE UNIFORM;BLUE SHIRTS				
1853				11/24 AP 02/08/24	0000000 WERTJES UNIFORMS	7.00		05/14/24	
					FIRE UNIFORM;SCHMIDT				
					ACCOUNT TOTAL	2,616.76	.00	2,616.76	

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FUND 101 GENERAL FUND										
101-4511-414.93-01						EQUIPMENT / EQUIPMENT				
1851		11/24	AP	04/11/24	0146315	US BANK	137.13		05/08/24	
						ARIZONA HIKING SHACK				
						WEBBING-RESCUE EQUIPMENT				
						ACCOUNT TOTAL	137.13	.00	137.13	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1848		11/24	AP	05/06/24	0000000	SIGNS BY TOMORROW	159.25		05/14/24	
						VINYL GRID +INSTALL				
						KEY/CAR/SHIFT WHITE BOARD				
1875		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70		05/14/24	
						COPY PAPER				
1848		11/24	AP	05/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	92.92		05/14/24	
						1.5/2/3"BINDERS,INK REFIL				
1848		11/24	AP	04/26/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	137.99		05/14/24	
						BINDERS,EXPAND FILES,ENV				
1853		11/24	AP	04/26/24	0000000	VESTIS	25.36		05/14/24	
						MATS -PSS BLDG				
						ACCOUNT TOTAL	421.22	.00	421.22	
101-5521-415.71-05 OFFICE SUPPLIES / ADVERTISING										
1848		11/24	AP	04/30/24	0000000	WATERLOO TOWNSQUARE MEDIA	2,779.00		05/14/24	
						PSO RECRUITMENT RADIO ADS				
1851		11/24	AP	04/12/24	0146315	US BANK	1,803.00		05/08/24	
						4IMPRINT				
						CUPS/BAGS/PENCILS/TATTOOS				
1851		11/24	AP	03/21/24	0146315	US BANK	517.00		05/08/24	
						CUSTOMLANYARD.NET				
						LANYARDS				
						ACCOUNT TOTAL	5,099.00	.00	5,099.00	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1848		11/24	AP	05/03/24	0000000	SHRED-IT USA	70.07		05/14/24	
						DOCUMENT DESTRUCTION				
						4/25/24 4600 S MAIN				
1848		11/24	AP	04/30/24	0000000	GALLS, LLC	510.36		05/14/24	
						6 POLICE RAIN JKTS W				
						RELECTIVE HEAT TRANSFER				
1848		11/24	AP	04/29/24	0000000	CITY LAUNDERING CO.	50.60		05/14/24	
						FIRST AID KIT RESTOCK				
1851		11/24	AP	04/22/24	0146315	US BANK	74.99		05/08/24	
						AMZN MKTP US*F553T6ZK3				
						SPEAKER STANDS-POLICE				
1851		11/24	AP	04/08/24	0146315	US BANK	54.95		05/08/24	
						AMAZON.COM*RO86L1HP1				
						PADLOCKS FOR LOCKERS				
						ACCOUNT TOTAL	760.97	.00	760.97	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
1851		11/24	AP	03/25/24	0146315	US BANK	88.99		05/08/24	

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FUND 101 GENERAL FUND										
101-5521-415.72-08 OPERATING SUPPLIES / AMZN MKTP US*RH4J90FV1						CAMERA & PHOTO EQUIPMENT COMPLIANT DRONE REMOTE	continued			
ACCOUNT TOTAL							88.99	.00	88.99	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1851		11/24 AP		03/28/24	0146315	US BANK	780.00			05/08/24
						AXON SQUAD CAR CHARGERS-CAMERA				
1851		11/24 AP		03/25/24	0146315	US BANK	449.25			05/08/24
						AXON BODY CAMERA MOUNTS				
1848		11/24 AP		02/15/24	0000000	WERTJES UNIFORMS	63.00			05/14/24
						OFFCR EQUIP ALLOW;SCHARNA ASP FED CUFF CASE				
ACCOUNT TOTAL							1,292.25	.00	1,292.25	
101-5521-415.72-29 OPERATING SUPPLIES / SWAT EQUIPMENT										
1848		11/24 AP		04/12/24	0000000	O'DONNELL ACE HARDWARE	16.69			05/14/24
						REPL SCREEN-SWAT TRAINING				
ACCOUNT TOTAL							16.69	.00	16.69	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM										
1851		11/24 AP		04/08/24	0146315	US BANK	234.07			05/08/24
						EMBLEM ENTERPRISES INC RESERVE PATCHES-200				
1848		11/24 AP		02/09/24	0000000	WERTJES UNIFORMS	3.00			05/14/24
						RESERVE UNFRM/EQUIP ALLOW PATCH/SVC STRIPE SEWN ON				
ACCOUNT TOTAL							237.07	.00	237.07	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
1851		11/24 AP		03/22/24	0146315	US BANK	15.70			05/08/24
						USPS PO 1814940913 SHIP FLASHLIGHT-REPAIRS				
ACCOUNT TOTAL							15.70	.00	15.70	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1848		11/24 AP		05/01/24	0000000	THOMSON REUTERS - WEST	314.93			05/14/24
						INVESTIGATIVE SOFTWARE 04/01/2024 - 04/30/2024				
1848		11/24 AP		04/18/24	0000000	ROLAND, CARROLL	250.00			05/14/24
						PSYCH EVAL-BURGER PSO RECRUITMENT/HIRING				
1848		11/24 AP		03/16/24	0000000	BLACK HAWK CO.SHERIFF	525.84			05/14/24
						PSO POLYGRAPHS (2) O'HERN/PUGH				
ACCOUNT TOTAL							1,090.77	.00	1,090.77	

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FUND 101 GENERAL FUND										
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1848		11/24	AP	04/23/24	0000000	IOWA ASSOC.-WOMEN POLICE	100.00			05/14/24
		2024				MEMBERSHIP DUES				
						10 DID NOT ATTEND CONF				
						ACCOUNT TOTAL	100.00	.00		100.00
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1851		11/24	AP	04/22/24	0146315	US BANK	53.03			05/08/24
						JERSEY MIKES 38002				
						MEALS-ILEA GRADUATION				
1851		11/24	AP	04/22/24	0146315	US BANK	36.35			05/08/24
						JIMMY JOHNS - 2979				
						MEALS-FIREARMS TRAINING				
1851		11/24	AP	04/22/24	0146315	US BANK	607.25			05/08/24
						HOLIDAY INN EXPRESS				
						HTL-SNIPER TRNG-HERNANDEZ				
1851		11/24	AP	04/10/24	0146315	US BANK	67.00			05/08/24
						IA PUBLIC DEF LODGING				
						HTL-FIREARMS INST.-KRAMER				
1851		11/24	AP	04/09/24	0146315	US BANK	277.76			05/08/24
						MARRIOTT WEST DES MOIN				
						HTL.-ISRLOA CONF.-M.BUCK				
1851		11/24	AP	04/09/24	0146315	US BANK	555.52			05/08/24
						MARRIOTT WEST DES MOIN				
						HTL.-ISRLOA-SPRAY/DUBOIS				
1851		11/24	AP	04/09/24	0146315	US BANK	277.76			05/08/24
						MARRIOTT WEST DES MOIN				
						HTL.-ISRLOA CONF.-C.HINES				
1851		11/24	AP	04/09/24	0146315	US BANK	277.76			05/08/24
						MARRIOTT WEST DES MOIN				
						HTL.-ISRLOA CONF.-JAEGER				
1851		11/24	AP	04/09/24	0146315	US BANK	277.76			05/08/24
						MARRIOTT WEST DES MOIN				
						HTL.-ISRLOA CONF.-K.CROSS				
1851		11/24	AP	04/08/24	0146315	US BANK	599.19			05/08/24
						AMERICAN AIR0012130554510				
						AIRFARE-IACP CONF.-BERTE				
1851		11/24	AP	04/08/24	0146315	US BANK	117.57			05/08/24
						PERKINS RESTAURANT 1233				
						BREAKFAST FOR BUCK, HINES				
1851		11/24	AP	04/08/24	0146315	US BANK	107.31			05/08/24
						THREESONS_1				
						LUNCH FOR CROSS, BUCK,				
1851		11/24	AP	04/08/24	0146315	US BANK	143.04			05/08/24
						TAVERN GRILL JORDAN CR				
						DINNER FOR BUCK,DUBOIS,				
						ACCOUNT TOTAL	3,397.30	.00		3,397.30
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1851		11/24	AP	04/15/24	0146315	US BANK	63.26			05/08/24
						WM SUPERCENTER #753				
						SNIPER CLASS SUPPLIES				
1851		11/24	AP	04/12/24	0146315	US BANK	295.00			05/08/24
						SQ *FIELD TRAINING SOLUTI				
						REG:FIELD TRNG.-T.PUTNEY				
1851		11/24	AP	04/12/24	0146315	US BANK	295.00			05/08/24
						SQ *FIELD TRAINING SOLUTI				
						REG:FIELD TRNG.-HELGESON				
1848		11/24	AP	04/11/24	0000000	IOWA CO.ATTORNEYS ASSOC.	150.00			05/14/24
						REG:HELGESON/FEY				
						'24 ACTS OF INTEREST TRNG				
1851		11/24	AP	04/08/24	0146315	US BANK	500.00			05/08/24
						IACP				
						REG:IACP ANN.CONF.-BERTE				
1851		11/24	AP	04/03/24	0146315	US BANK	3,297.00			05/08/24

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FUND 101 GENERAL FUND										
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued				
1851				11/24	AP 03/27/24 0146315	MISSION CRITICAL CONCE REG:TACT.OFFICER-3 PSO'S US BANK	150.00		05/08/24	
1851				11/24	AP 03/26/24 0146315	IOWA POLICE CHIEFS ASSOCI REG:IPCA CONF.-C.BERTE US BANK	150.00		05/08/24	
1851				11/24	AP 03/25/24 0146315	IOWA POLICE CHIEFS ASSOCI REG:IPCA CONF.-T.SMITH US BANK	150.00		05/08/24	
1851				11/24	AP 03/22/24 0146315	IOWA POLICE CHIEFS ASSOCI REG:IPCA CONF.-M.HOWARD US BANK	350.00		05/08/24	
1851				11/24	AP 03/21/24 0146315	EB 2ND ANNUAL IOWA SE REG:SEX.ASLT.RESP-HELGESO US BANK	665.00		05/08/24	
						SNIPERCRAFT REG:SNIPER TRNG-HERNANDEZ				
ACCOUNT TOTAL							6,065.26	.00	6,065.26	
101-5521-415.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1848				11/24	AP 04/17/24 0000000	BENTON'S SAND & GRAVEL, INC. 1.72T PEA GRAVEL SIDEWLK CONST BY SW GATE	84.11		05/14/24	
1848				11/24	AP 04/12/24 0000000	BENTON'S READY MIX CONCRETE, CONCRETE-NEW SIDEWALK SW WALK GATE	659.75		05/14/24	
ACCOUNT TOTAL							743.86	.00	743.86	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1851				11/24	AP 04/01/24 0146315	US BANK	600.00		05/08/24	
1848				11/24	AP 02/26/24 0000000	EAGLE ENGRAVING INC POLICE HONOR GUARD UNIF. WERTJES UNIFORMS	59.80		05/14/24	
1848				11/24	AP 02/12/24 0000000	UNIFORM ALLOW;KRUEGER PANTS WERTJES UNIFORMS	64.30		05/14/24	
1848				11/24	AP 02/12/24 0000000	UNIFORM ALLOW;REA L/S SHIRT W SEWN PATCHES WERTJES UNIFORMS	59.99		05/14/24	
1848				11/24	AP 02/12/24 0000000	UNIFORM ALLOW;MANTERNACH PANTS WERTJES UNIFORMS	248.58		05/14/24	
1848				11/24	AP 02/05/24 0000000	UNIFORM ALLOW;PULS 2 PANTS,2 L/S SHIRTS,SEW WERTJES UNIFORMS	142.10		05/14/24	
1848				11/24	AP 01/26/24 0000000	UNIFORM ALLOW;BERTE 2 L/S SHIRTS;SOCKS WERTJES UNIFORMS	142.65		05/14/24	
						UNIFORM ALLOW;ADELMUND S/S SHIRT;L/S POLO				
ACCOUNT TOTAL							1,317.42	.00	1,317.42	
101-5521-415.89-99 MISCELLANEOUS SERVICES / CANINE UNIT										
1851				11/24	AP 03/21/24 0146315	US BANK	225.00		05/08/24	
						NJ CRIMINAL REG:K-9 TRNG.-T.PUTNEY				
ACCOUNT TOTAL							225.00	.00	225.00	

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FUND 101 GENERAL FUND										
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1847		11/24	AP	04/30/24	0000000	CULLIGAN WATER CONDITIONING	31.00		05/14/24	
		WATER AT CEMETERY								
1847		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.14		05/14/24	
		PAPER FOR OFFICE								
1847		11/24	AP	04/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.38		05/14/24	
		PENS								
1815		11/24	AP	03/07/24	0000000	BUILDERS SELECT LLC	18.99		05/14/24	
		CEMETERY DRILL BIT								
1815		11/24	AP	02/14/24	0000000	BUILDERS SELECT LLC	19.99		05/14/24	
		CEMETERY HAMMER								
ACCOUNT TOTAL							76.50	.00	76.50	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1847		11/24	AP	05/03/24	0000000	O'DONNELL ACE HARDWARE	31.38		05/14/24	
		HOSE AND NOZZLE								
PROJECT#:		062501								
1850		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	58.56		05/14/24	
		LINERS								
PROJECT#:		062501								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	4,500.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062501								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	700.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062509								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	7,000.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062507								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	3,165.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062511								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	770.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062508								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	3,300.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062503								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	1,865.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062506								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	1,500.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062505								
1850		11/24	AP	05/01/24	0000000	FRESH START CLEANING SOLUTION	900.00		05/14/24	
		JANITORIAL SERVICES								
PROJECT#:		062515								
1847		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.31		05/14/24	

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1850				11/24	AP 04/30/24 0000000	PAPER FOR OFFICE OFFICE EXPRESS OFFICE PRODUCT	104.06			05/14/24
PROJECT#: 062501										
1815				11/24	AP 04/25/24 0000000	TISSUE, LINERS, TOWELS O'DONNELL ACE HARDWARE	56.99			05/14/24
PROJECT#: 062506										
1850				11/24	AP 04/25/24 0000000	TOOL ORGANIZER FERGUSON ENTERPRISES, INC. WANDS-ADA COMPLIANCE	1,175.76			05/14/24
PROJECT#: 062514										
1815				11/24	AP 04/23/24 0000000	SINK/PIPE OVERS/SHOWER OFFICE EXPRESS OFFICE PRODUCT , SOAP	829.60			05/14/24
PROJECT#: 062507										
1815				11/24	AP 04/22/24 0000000	URINAL DEODORIZER, TOWELS O'DONNELL ACE HARDWARE	45.98			05/14/24
PROJECT#: 062501										
1815				11/24	AP 04/21/24 0000000	VAC FILTER/CREVICE TOOL O'DONNELL ACE HARDWARE	41.98			05/14/24
PROJECT#: 062506										
1815				11/24	AP 04/19/24 0000000	CANNED AIR OFFICE EXPRESS OFFICE PRODUCT	349.93			05/14/24
PROJECT#: 062506										
1815				11/24	AP 04/19/24 0000000	TISSUE FOR PARKS RR O'DONNELL ACE HARDWARE	20.07			05/14/24
PROJECT#: 062503										
1815				11/24	AP 04/18/24 0000000	CLEANER, BATTERY, SPONGE OFFICE EXPRESS OFFICE PRODUCT	177.92			05/14/24
PROJECT#: 062501										
1815				11/24	AP 04/18/24 0000000	HAND SANITIZER OFFICE EXPRESS OFFICE PRODUCT	44.03			05/14/24
PROJECT#: 062506										
1810				11/24	AP 04/17/24 0000000	FLOOR CLEANER MENARDS-CEDAR FALLS	319.93			05/14/24
PROJECT#: 062507										
1815				11/24	AP 04/17/24 0000000	POWER WASHER/TRASH CANS O'DONNELL ACE HARDWARE	10.98			05/14/24
PROJECT#: 062506										
1851				11/24	AP 04/17/24 0146315	PIPE INSULATION US BANK FIRE EXTINGUISHER SIGNS	86.97			05/08/24
PROJECT#: 062503										
1810				11/24	AP 04/16/24 0000000	AMZN MKTP US*6386Y1TG3 MENARDS-CEDAR FALLS	11.57			05/14/24
PROJECT#: 062501										
1810				11/24	AP 04/16/24 0000000	SCREWS AND ANCHORS MENARDS-CEDAR FALLS	7.99			05/14/24
PROJECT#: 062506										
1810				11/24	AP 04/16/24 0000000	PLUMBING FITTINGS MENARDS-CEDAR FALLS	9.99			05/14/24
PROJECT#: 062506										
1810				11/24	AP 04/16/24 0000000	DRAIN PIPE MENARDS-CEDAR FALLS				05/14/24
PROJECT#: 062506										

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1810		11/24	AP	04/16/24	0000000	MENARDS-CEDAR FALLS	208.32		05/14/24	
						SINK INSTALLATION				
	PROJECT#:				062506					
1815		11/24	AP	04/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	620.10		05/14/24	
						TISSUE, SOAP, SANITIZER, LINERS				
	PROJECT#:				062501					
1815		11/24	AP	04/16/24	0000000	O'DONNELL ACE HARDWARE	2.40		05/14/24	
						SCREWS				
	PROJECT#:				062506					
1847		11/24	AP	04/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.90		05/14/24	
						PENS				
1850		11/24	AP	04/08/24	0000000	FERGUSON ENTERPRISES, INC.	289.44		05/14/24	
						WATER FILTERS				
	PROJECT#:				062507					
1851		11/24	AP	03/28/24	0146315	US BANK	617.29		05/08/24	
						ID-ENHANCEMENTS.COM DOOR CARDS				
						ACCOUNT TOTAL	28,826.45	.00	28,826.45	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1847		11/24	AP	04/30/24	0000000	O'DONNELL ACE HARDWARE	16.14		05/14/24	
						BUNGIES AND EYEBOLTS				
	PROJECT#:				062506					
1850		11/24	AP	04/30/24	0000000	ALLIED GLASS PRODUCTS	84.47		05/14/24	
						DISPLAY CASE GLASS				
	PROJECT#:				062508					
1847		11/24	AP	04/29/24	0000000	O'DONNELL ACE HARDWARE	20.47		05/14/24	
						MORTAR AND HOSE CLAMPS				
	PROJECT#:				062507					
1850		11/24	AP	04/29/24	0000000	KOCH CONSTRUCTION, INC.	672.55		05/14/24	
						ROOF REPAIR				
	PROJECT#:				062501					
1850		11/24	AP	04/25/24	0000000	PLUMB TECH INC.	299.28		05/14/24	
						WATER HEATERS-MECHANICAL REPAIRS				
	PROJECT#:				062511					
1850		11/24	AP	04/24/24	0000000	BLACK HAWK ROOF COMPANY INC.	1,009.65		05/14/24	
						ROOF LEAK REPAIR				
	PROJECT#:				062506					
1850		11/24	AP	04/19/24	0000000	FERGUSON ENTERPRISES, INC.	229.15		05/14/24	
						FAUCET SOLENOID				
	PROJECT#:				062507					
1815		11/24	AP	04/18/24	0000000	PLUMB SUPPLY COMPANY, LLC	54.51		05/14/24	
						WATER FITTING REPAIR				
	PROJECT#:				062501					
1810		11/24	AP	04/17/24	0000000	MENARDS-CEDAR FALLS	4.78		05/14/24	
						MAGNETIC LATCH				
	PROJECT#:				062506					
1815		11/24	AP	04/16/24	0000000	O'DONNELL ACE HARDWARE	46.07		05/14/24	

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FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
WATER SHUT OFF/COUPLER									
PROJECT#:		062503							
1851		11/24 AP 04/11/24		0146315	US BANK	142.34		05/08/24	
USA CLEAN BY JON-DON SCRUBBER SQUEEGE									
PROJECT#:		062515							
1851		11/24 AP 04/11/24		0146315	US BANK	202.71		05/08/24	
USA CLEAN BY JON-DON DEHUMIDIFIER CONDENSATE									
PROJECT#:		062507							
1815		11/24 AP 04/08/24		0000000	WILSON RESTAURANT SUPPLY, INC	99.99		05/14/24	
WATER FILTER									
PROJECT#:		062506							
1851		11/24 AP 03/25/24		0146315	US BANK	84.15		05/08/24	
AMAZON.COM*RH4D54SS2 EXIT LIGHT									
PROJECT#:		062510							
ACCOUNT TOTAL						2,966.26	0.00	2,966.26	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
1850		11/24 AP 05/01/24		0000000	PLUNKETT'S PEST CONTROL, INC	24.96		05/14/24	
PEST CONTROL									
PROJECT#:		062508							
1850		11/24 AP 05/01/24		0000000	PLUNKETT'S PEST CONTROL, INC	49.19		05/14/24	
PEST CONTROL									
PROJECT#:		062511							
1850		11/24 AP 05/01/24		0000000	PLUNKETT'S PEST CONTROL, INC	26.75		05/14/24	
PEST CONTROL									
PROJECT#:		062505							
1850		11/24 AP 05/01/24		0000000	PLUNKETT'S PEST CONTROL, INC	16.05		05/14/24	
PEST CONTROL									
PROJECT#:		062510							
1850		11/24 AP 05/01/24		0000000	PLUNKETT'S PEST CONTROL, INC	16.05		05/14/24	
PEST CONTROL									
PROJECT#:		062506							
ACCOUNT TOTAL						133.00	0.00	133.00	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
1850		11/24 AP 05/01/24		0000000	TK ELEVATOR CORPORATION	152.85		05/14/24	
ELEVATOR SERVICE									
PROJECT#:		062505							
1850		11/24 AP 05/01/24		0000000	TK ELEVATOR CORPORATION	152.85		05/14/24	
ELEVATOR SERVICE									
PROJECT#:		062511							
1850		11/24 AP 05/01/24		0000000	TK ELEVATOR CORPORATION	152.85		05/14/24	
ELEVATOR SERVICE									
PROJECT#:		062501							
1850		11/24 AP 05/01/24		0000000	TK ELEVATOR CORPORATION	152.85		05/14/24	

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
ELEVATOR SERVICE									
PROJECT#: 062503									
1850		11/24	AP	04/26/24	0000000 VESTIS	56.85		05/14/24	
MAT SERVICE									
PROJECT#: 062501									
1850		11/24	AP	04/26/24	0000000 VESTIS	134.80		05/14/24	
MAT SERVICE AND TOWELS									
PROJECT#: 062506									
ACCOUNT TOTAL						803.05	.00	803.05	
101-6616-446.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
1810		11/24	AP	04/26/24	0000000 C & C WELDING & SANDBLASTING	193.93		05/14/24	
BLDG REPAIR 2200 TECH									
ACCOUNT TOTAL						193.93	.00	193.93	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT									
1810		11/24	AP	04/24/24	0000000 ALLIED GLASS PRODUCTS	8,680.00		05/14/24	
ATRIUM GLASS REPLACEMENT CIP#173									
PROJECT#: 062503									
ACCOUNT TOTAL						8,680.00	.00	8,680.00	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1850		11/24	AP	04/30/24	0000000 EUROPINS CEDAR FALLS	24.61		05/14/24	
PRO SHOP WATER TEST									
1851		11/24	AP	03/25/24	0146315 US BANK	329.98		05/08/24	
AMZN MKTP US*RH2575401 CEMETERY PICTURE FRAMES									
ACCOUNT TOTAL						354.59	.00	354.59	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1849		11/24	AP	05/06/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	8.24		05/14/24	
RED & BLUE PENS, TAPE									
1849		11/24	AP	04/30/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	16.21		05/14/24	
POST-ITS,BUTTON BATTERY, PENS, SHARPIE,HI-LITERS									
1849		11/24	AP	04/30/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	38.34		05/14/24	
11X17 PAPER, COPY PAPER									
ACCOUNT TOTAL						62.79	.00	62.79	
101-6625-432.72-19 OPERATING SUPPLIES / PRINTING									
1846		11/24	AP	04/17/24	0000000 AMERICAN COLOR IMAGING	79.73		05/14/24	

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FUND 101 GENERAL FUND										
101-6625-432.72-19 OPERATING SUPPLIES / PRINTING						continued				
						HEARST GALLERY WRAP				
						RICK CHASE PRINT				
ACCOUNT TOTAL							79.73	.00	79.73	
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1851		11/24 AP		03/22/24	0146315	US BANK	246.42			05/08/24
						SURV-KAP LLC				
						SURVEY MARKERS/TAGS				
ACCOUNT TOTAL							246.42	.00	246.42	
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1851		11/24 AP		04/08/24	0146315	US BANK	142.24			05/08/24
						SHERATON DES MOINES				
						HOTEL-CLAYPOOL:APWA CONF.				
1851		11/24 AP		04/05/24	0146315	US BANK	51.19			05/08/24
						LOVE'S #0684 OUTSIDE				
						GAS-CLAYPOOL:APWA CONF.				
ACCOUNT TOTAL							193.43	.00	193.43	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
1846		11/24 AP		05/06/24	0000000	TERRACON CONSULTANTS, INC.	585.40			05/14/24
						3329-HIDDEN PINES ADD				
						BILL TO DEVELOP-04/27/24				
						PROJECT#: 023329				
ACCOUNT TOTAL							585.40	.00	585.40	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1847		11/24 AP		04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.41			05/14/24
						PAPER FOR OFFICE				
1847		11/24 AP		04/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.13			05/14/24
						PENS				
ACCOUNT TOTAL							19.54	.00	19.54	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1847		11/24 AP		05/03/24	0000000	CAMPBELL SUPPLY WATERLOO	2,333.00			05/14/24
						MILWAKEE TOOL KIT,BATTERY				
						PACKS, TORQUE KIT				
1862		11/24 AP		05/02/24	0000000	THOMPSON SHOES	165.75			05/14/24
						SAFETY SHOES-B CORWIN				
						P.O. 56965				
1815		11/24 AP		05/01/24	0000000	STOKES WELDING	927.97			05/14/24
						CORDLESS BLOWERS/BATTERES				
1815		11/24 AP		04/30/24	0000000	STOKES WELDING	224.00			05/14/24
						CORDLESS BLOWER				
1850		11/24 AP		04/30/24	0000000	DIAMOND VOGEL PAINT - #52	22.88			05/14/24
						GRAFFITI PAINT				

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FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1815		11/24	AP	04/29/24	0000000 O'DONNELL ACE HARDWARE	6.69		05/14/24	
					PARK TOOLS				
1847		11/24	AP	04/29/24	0000000 WAPSIE PINES LAWN CARE/LANDSC	849.96		05/14/24	
					ARBOR DAY TREES				
1810		11/24	AP	04/26/24	0000000 FOSTER'S, INC.	59.06		05/14/24	
					ROUND UP PACKETS				
1847		11/24	AP	04/26/24	0000000 CAMPBELL SUPPLY WATERLOO	1,255.00		05/14/24	
					MILWAKEE DRIVER SET, HACK				
1815		11/24	AP	04/25/24	0000000 ZIMCO SUPPLY CO.	276.00		05/14/24	
					CHEMICAL				
1850		11/24	AP	04/25/24	0000000 BENTON'S READY MIX CONCRETE,	228.00		05/14/24	
					OVERMAN BIKE REPAIR STN				
1815		11/24	AP	04/24/24	0000000 STOKES WELDING	800.00		05/14/24	
					PUSH MOWER				
1847		11/24	AP	04/22/24	0000000 MENARDS-CEDAR FALLS	45.97		05/14/24	
					PVC PIPE/ELBOWS/CONNECTS				
1815		11/24	AP	04/18/24	0000000 PLUMB SUPPLY COMPANY, LLC	338.85		05/14/24	
					TOLIETS AT PARKS				
1815		11/24	AP	04/17/24	0000000 WAPSIE PINES LAWN CARE/LANDSC	616.32		05/14/24	
					PLANTS				
1815		11/24	AP	04/17/24	0000000 ZIMCO SUPPLY CO.	1,078.60		05/14/24	
					CHEMICAL				
1815		11/24	AP	04/16/24	0000000 O'DONNELL ACE HARDWARE	47.04		05/14/24	
					TOLIET REPAIR PARTS FOR				
1810		11/24	AP	04/15/24	0000000 MENARDS-CEDAR FALLS	124.79		05/14/24	
					SNIPS SETS/IMPACT DRIVER				
1810		11/24	AP	04/11/24	0000000 MENARDS-CEDAR FALLS	44.50		05/14/24	
					BLEACH/PAILS/CLAMPS				
1810		11/24	AP	04/11/24	0000000 MENARDS-CEDAR FALLS	53.02		05/14/24	
					PUNCH TOOL/DRIP COUPLING				
1815		11/24	AP	04/11/24	0000000 O'DONNELL ACE HARDWARE	20.08		05/14/24	
					PARKS PIPE PARTS				
					ACCOUNT TOTAL	9,517.48	.00	9,517.48	
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1851		11/24	AP	04/03/24	0146315 US BANK	25.00		05/08/24	
					IOWAAGRICULTURE.GOV				
1851		11/24	AP	03/21/24	0146315 US BANK	895.00		05/08/24	
					SQ *NORTHLAND CDL TRAININ				
					REG-THRASHER:CDL TRAINING				
					ACCOUNT TOTAL	920.00	.00	920.00	
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1850		11/24	AP	04/30/24	0000000 EUROFINS CEDAR FALLS	24.61		05/14/24	
					BEACH HOUSE WATER TEST				
1810		11/24	AP	04/19/24	0000000 COOLEY PUMPING, LLC	135.00		05/14/24	

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FUND 101 GENERAL FUND										
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							continued			
PORTA POTTY										
ACCOUNT TOTAL							159.61	.00	159.61	
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1847		11/24 AP		03/27/24	0000000	MENARDS-CEDAR FALLS	10.99			05/14/24
PROJECT#: PVC-BIG WOODS 032353										
1851		11/24 AP		03/25/24	0146315	US BANK	410.58			05/08/24
PROJECT#: PARKSUPPLIES/WILDFL 032353										
ACCOUNT TOTAL							421.57	.00	421.57	
FUND TOTAL							141,964.03	84.30	141,879.73	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1850		11/24 AP		05/06/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	24.70			05/14/24
LABELING TAPE										
1847		11/24 AP		04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.28			05/14/24
PAPER FOR OFFICE										
1847		11/24 AP		04/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.75			05/14/24
PENS										
ACCOUNT TOTAL							37.73	.00	37.73	
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
1847		11/24 AP		05/06/24	0000000	GIERKE-ROBINSON COMPANY, INC.	94.06			05/14/24
238 TOOLS										
ACCOUNT TOTAL							94.06	.00	94.06	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
1864		11/24 AP		05/09/24	0000000	BUILDERS SELECT LLC	27.97			05/14/24
ORANGE CHALK/2X4 WOOD LIBRARY										
1864		11/24 AP		05/08/24	0000000	O'DONNELL ACE HARDWARE	6.69			05/14/24
SPRAY PAINT										
1847		11/24 AP		05/06/24	0000000	O'DONNELL ACE HARDWARE	39.38			05/14/24
SAW BLADE										
1815		11/24 AP		04/30/24	0000000	O'DONNELL ACE HARDWARE	8.69			05/14/24
SPRAY PAINT										
1847		11/24 AP		04/26/24	0000000	MENARDS-CEDAR FALLS	36.98			05/14/24

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES continued										
MAILBOX										
ACCOUNT TOTAL							119.71	.00	119.71	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL										
1882				10/24	AP 03/14/24 0145940	MENARDS-CEDAR FALLS MAILBOX		36.98	05/13/24	
1882				10/24	AP 02/08/24 0145676	MENARDS-CEDAR FALLS MAILBOXES		225.97	05/13/24	
1882				10/24	AP 01/22/24 0145574	POLK'S LOCK SERVICE, INC. KEYS FOR 250 AND 251		6.00	05/13/24	
1882				10/24	AP 01/05/24 0145420	MENARDS-CEDAR FALLS TREATED WOOD		24.76	05/13/24	
ACCOUNT TOTAL							.00	293.71	293.71-	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1862				11/24	AP 05/02/24 0000000	THOMPSON SHOES P.O. 56962	175.00		05/14/24	
ACCOUNT TOTAL							175.00	.00	175.00	
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1847				11/24	AP 05/02/24 0000000	BLACK HAWK RENTAL	62.00		05/14/24	
1810				11/24	AP 04/26/24 0000000	C & C WELDING & SANDBLASTING	84.76		05/14/24	
1882				10/24	AP 03/14/24 0145940	MENARDS-CEDAR FALLS MAILBOX	36.98		05/13/24	
1882				10/24	AP 02/08/24 0145676	MENARDS-CEDAR FALLS MAILBOXES	225.97		05/13/24	
1882				10/24	AP 01/22/24 0145574	POLK'S LOCK SERVICE, INC. KEYS FOR 250 AND 251	6.00		05/13/24	
1882				10/24	AP 01/05/24 0145420	MENARDS-CEDAR FALLS TREATED WOOD	24.76		05/13/24	
ACCOUNT TOTAL							440.47	.00	440.47	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1864				11/24	AP 05/08/24 0000000	BLACK HAWK RENTAL	159.60		05/14/24	
1847				11/24	AP 05/06/24 0000000	BITUMINOUS MATERIALS & SUPPLY	1,818.10		05/14/24	
1847				11/24	AP 05/03/24 0000000	O'DONNELL ACE HARDWARE	59.98		05/14/24	
SCREWS										

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
1847		11/24	AP	05/02/24	0000000	BUILDERS SELECT LLC FORMS	85.96		05/14/24
1864		11/24	AP	05/01/24	0000000	MENARDS-CEDAR FALLS FORMS	49.76		05/14/24
1864		11/24	AP	04/30/24	0000000	BMC AGGREGATES L.C. ROCK	763.94		05/14/24
1810		11/24	AP	04/25/24	0000000	BENTON'S READY MIX CONCRETE, CFU PATCH GREENHILL RD	1,094.75		05/14/24
		PROJECT#:		062436					
1810		11/24	AP	04/24/24	0000000	BENTON'S READY MIX CONCRETE, CFU PATCH GREENHILL RD	544.50		05/14/24
		PROJECT#:		062436					
1810		11/24	AP	04/22/24	0000000	BENTON'S READY MIX CONCRETE, CFU PATCH ASHLAND DR	233.00		05/14/24
		PROJECT#:		062436					
1810		11/24	AP	04/12/24	0000000	BMC AGGREGATES L.C. SPRAY PATCH	826.14		05/14/24
		ACCOUNT TOTAL					5,635.73	.00	5,635.73
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
1846		11/24	AP	05/02/24	0000000	PETERSON CONTRACTORS 3240-W 27TH STREET RECON	13,937.82		05/14/24
		PROJECT#:		023240					
1846		11/24	AP	04/17/24	0000000	AECOM TECHNICAL SERVICES, INC 3240-W 27TH ST RECON THROUGH 04/12/24	1,093.65		05/14/24
		PROJECT#:		023240					
		ACCOUNT TOTAL					15,031.47	.00	15,031.47
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1847		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT PAPER FOR OFFICE	4.14		05/14/24
1847		11/24	AP	04/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS	2.38		05/14/24
		ACCOUNT TOTAL					6.52	.00	6.52
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1847		11/24	AP	05/01/24	0000000	CAMPBELL SUPPLY WATERLOO TENT FOR EMERGENCY REPAIR	269.99		05/14/24
1815		11/24	AP	04/24/24	0000000	O'DONNELL ACE HARDWARE LP TANKS	43.98		05/14/24
1864		11/24	AP	04/03/24	0000000	ECHO GROUP, INC. GFI OUTLET AND COVER	113.10		05/14/24
1851		11/24	AP	03/29/24	0146315	US BANK	268.70		05/08/24

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-01 OPERATING SUPPLIES / SIGNWAREHOUSE						OPERATING SUPPLIES / SIGN CUTTER BLADES	continued		
ACCOUNT TOTAL							695.77	.00	695.77
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
1850		11/24 AP		05/07/24	0000000	DIAMOND VOGEL PAINT - #64/#55	95.38		05/14/24
						PAINT TIPS			
1847		11/24 AP		04/23/24	0000000	IOWA DEPT-TRANSPORTATION	19,440.60		05/14/24
						2024 TRAFFIC PAINT			
ACCOUNT TOTAL							19,535.98	.00	19,535.98
206-6647-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1850		11/24 AP		04/11/24	0000000	AMERICAN PUBLIC WORKS ASSOC.	1,300.00		05/14/24
						REG:BRETT RILEY-APWA CONF			
						4/29, 4/30 AND 5/1.			
ACCOUNT TOTAL							1,300.00	.00	1,300.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1850		11/24 AP		05/06/24	0000000	TAPCO	5,652.44		05/14/24
						INBLOCK X WALKS			
1864		11/24 AP		04/24/24	0000000	EZ-LINER	2,625.75		05/14/24
						CHAIR UPGRADE-PAINT MACH.			
ACCOUNT TOTAL							8,278.19	.00	8,278.19
FUND TOTAL							51,350.63	293.71	51,056.92
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						OFFICE EXPRESS OFFICE PRODUCT			
1849		11/24 AP		05/06/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.12		05/14/24
						RED & BLUE PENS, TAPE			
1875		11/24 AP		05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42		05/14/24
						COPY PAPER			
1849		11/24 AP		04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.19		05/14/24
						POST-ITS,BUTTON BATTERY,			
1849		11/24 AP		04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.14		05/14/24
						11X17 PAPER, COPY PAPER			
ACCOUNT TOTAL							12.87	.00	12.87

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-86 MISCELLANEOUS SERVICES / CONSOLIDATED PLAN										
1849		11/24	AP	05/01/24	0000000	WATERLOO, CITY OF	5,000.00			05/14/24
						CONSOLIDATED PLAN-HOUSING				
						JOINT CONTRACT W/ MOSAIC				
						ACCOUNT TOTAL	5,000.00	.00		5,000.00
						FUND TOTAL	5,012.87	.00		5,012.87
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1849		11/24	AP	05/06/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.22			05/14/24
						RED & BLUE PENS, TAPE				
1875		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			05/14/24
						COPY PAPER				
1849		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.44			05/14/24
						POST-ITS,BUTTON BATTERY,				
						PENS,SHARPIES,HI-LITERS				
1849		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.53			05/14/24
						11X17 PAPER, COPY PAPER				
						ACCOUNT TOTAL	4.47	.00		4.47
223-2224-432.89-86 MISCELLANEOUS SERVICES / CONSOLIDATED PLAN										
1849		11/24	AP	05/01/24	0000000	WATERLOO, CITY OF	4,549.00			05/14/24
						CONSOLIDATED PLAN-CDBG				
						JOINT CONTRACT W/ MOSAIC				
						ACCOUNT TOTAL	4,549.00	.00		4,549.00
						FUND TOTAL	4,553.47	.00		4,553.47
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON										
1846		11/24	AP	05/06/24	0000000	TERRACON CONSULTANTS, INC.	315.48			05/14/24
						3271-N CEDAR HEIGHTS PH1A				
						RIDGEWOOD SLOPE-04/27/24				
						PROJECT#: 023271				
1846		11/24	AP	05/06/24	0000000	SCHMITT CONSTRUCTION CO.INC.,	84,144.18			05/14/24
						3271-N CEDAR HEIGHTS PH1A				
						PROJECT#: 023271				
1862		11/24	AP	04/30/24	0000000	AHLERS AND COONEY, P.C.	1,327.50			05/14/24
						LGL:023271:N.CDR HTS				
						03/25/24-04/09/24				
						PROJECT#: 023271				
1846		11/24	AP	04/17/24	0000000	AECOM TECHNICAL SERVICES, INC	45,631.53			05/14/24
						3271-N CEDAR HEIGHTS PH1				
						03/09-04/12/24				
						PROJECT#: 023271				
						ACCOUNT TOTAL	131,418.69	.00		131,418.69

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FUND 242 STREET REPAIR FUND										
242-1240-1846	431.98-45	AP		11/24	05/07/24 0000000	242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT PETERSON CONTRACTORS	631,917.36			05/14/24
						3283-MAIN ST RECONSTRUCT				
						PROJECT#: 023283				
						ACCOUNT TOTAL	631,917.36	.00	631,917.36	
						FUND TOTAL	763,336.05	.00	763,336.05	
FUND 254 CABLE TV FUND										
254-1088-1875	431.72-01	AP		11/24	05/02/24 0000000	254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	4.08			05/14/24
						PENS/LEGAL PADS/RUBBERBAN				
1875		AP		11/24	05/02/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56			05/14/24
						COPY PAPER				
1849		AP		11/24	04/30/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	6.14			05/14/24
						11X17 PAPER, COPY PAPER				
						ACCOUNT TOTAL	14.78	.00	14.78	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1851		AP		11/24	04/19/24 0146315	US BANK	7.00			05/08/24
						SQ *CFHS CONCESSION STAND MEAL:MENNEN-CF TRACK MEET				
1851		AP		11/24	04/11/24 0146315	US BANK	80.34			05/08/24
						TST* WILBO MEAL:BOWMAN/OTT/MENNEN				
						ACCOUNT TOTAL	87.34	.00	87.34	
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1851		AP		11/24	03/28/24 0146315	US BANK	408.86			05/08/24
						B&H PHOTO 800-606-6969 CABLES/SIDELOAD PLATE				
						ACCOUNT TOTAL	408.86	.00	408.86	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
1851		AP		11/24	04/16/24 0146315	US BANK	171.94			05/08/24
						B&H PHOTO 800-606-6969 BLACKMAGIC MINI-CONVERTER				
1851		AP		11/24	03/29/24 0146315	US BANK	906.78			05/08/24
						B&H PHOTO 800-606-6969 WHIRLWIND HEADPHONE				
1851		AP		11/24	03/28/24 0146315	US BANK	275.00			05/08/24
						B&H PHOTO 800-606-6969 HI-HAT/MOUNTING BOARD				
1862		AP		11/24	03/18/24 0000000	B & H PHOTO-VIDEO-PRO AUDIO	1,338.12			05/14/24
						TRANSMITTER EXTENDER KIT				
						ACCOUNT TOTAL	2,691.84	.00	2,691.84	

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FUND 254 CABLE TV FUND										
FUND TOTAL							3,202.82	.00	3,202.82	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1849		11/24 AP		05/06/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.23			05/14/24
						RED & BLUE PENS, TAPE				
1875		11/24 AP		05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.55			05/14/24
						PENS/LEGAL PADS/RUBBERBAN				
1875		11/24 AP		05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42			05/14/24
						COPY PAPER				
1849		11/24 AP		04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.38			05/14/24
						POST-ITS,BUTTON BATTERY, PENS,SHARPIES,HI-LITERS				
1849		11/24 AP		04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.20			05/14/24
						11X17 PAPER, COPY PAPER				
ACCOUNT TOTAL							21.78	.00	21.78	
258-5531-435.81-22 PROFESSIONAL SERVICES / PARKING STUDY										
1851		11/24 AP		04/01/24	0146315	US BANK	17.46			05/08/24
						FACEBK *PY9JW2QUJ2 ONLINE PRKG SURVEY BOOST				
ACCOUNT TOTAL							17.46	.00	17.46	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1862		11/24 AP		04/30/24	0000000	IPS GROUP, INC	170.77			05/14/24
						GATEWAY FEES-APRIL 2024 (2 PAY STATIONS)				
1862		11/24 AP		04/30/24	0000000	IPS GROUP, INC	3,098.84			05/14/24
						PARKING CITATION FEES APRIL 2024				
ACCOUNT TOTAL							3,269.61	.00	3,269.61	
FUND TOTAL							3,308.85	.00	3,308.85	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1851		11/24 AP		04/03/24	0146315	US BANK	21.99			05/08/24
						MARTIN BROTHERS POPCORN OIL				
1851		11/24 AP		03/26/24	0146315	US BANK	2.46			05/08/24
						WM SUPERCENTER #753 DISHSOAP				
ACCOUNT TOTAL							24.45	.00	24.45	
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
1851		11/24 AP		04/19/24	0146315	US BANK	22.69			05/08/24

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FUND 261 TOURISM & VISITORS										
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE							continued			
						THE UPS STORE 5189				
						SHIP VISITOR GUIDES TO				
						ACCOUNT TOTAL	22.69	.00	22.69	
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM										
1839		11/24 AP		05/01/24	0000000	IDSS GLOBAL LLC	1,500.00			05/14/24
						JUN-AUG24 QTRLY SUBSCRIP				
						ACCOUNT TOTAL	1,500.00	.00	1,500.00	
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS										
1851		11/24 AP		03/26/24	0146315	US BANK	47.80			05/08/24
						WM SUPERCENTER #753				
						TRAIL MIX & BAGS FOR GRPS				
						ACCOUNT TOTAL	47.80	.00	47.80	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
1851		11/24 AP		04/19/24	0146315	US BANK	500.00			05/08/24
						GOOGLE ADS4363039278				
1851		11/24 AP		04/10/24	0146315	US BANK	1.08			05/08/24
						FACEBK AN9ZMZ7GB2				
1851		11/24 AP		04/09/24	0146315	US BANK	175.00			05/08/24
						FACEBK DH7E5ZTFB2				
1851		11/24 AP		04/02/24	0146315	US BANK	330.93			05/08/24
						GOOGLE ADS4363039278				
1851		11/24 AP		03/27/24	0146315	US BANK	175.00			05/08/24
						FACEBK D79JDYFFB2				
1839		11/24 AP		07/07/23	0000000	IOWA ECONOMIC DEV.AUTHORITY F	1,500.00			05/14/24
						TRAVELIOWA.COM LEADS				
						ACCOUNT TOTAL	2,682.01	.00	2,682.01	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
1851		11/24 AP		03/26/24	0146315	US BANK	9.16			05/08/24
						WM SUPERCENTER #753				
						SODA FOR GIFT SHOP				
						ACCOUNT TOTAL	9.16	.00	9.16	
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1851		11/24 AP		04/11/24	0146315	US BANK	3.00			05/08/24
						DSM PARKING 4TH AND GRAND				
						PROJECT#: 032424				
1851		11/24 AP		03/25/24	0146315	US BANK	166.88			05/08/24
						RENAISSANCE DES MOINES				
						HOTEL-PICKAR:IA TOUR.CONF				

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FUND 261 TOURISM & VISITORS										
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
PROJECT#: 032424										
1851		11/24 AP		03/25/24	0146315	US BANK	166.88			05/08/24
						HOTEL-PICKAR-IA TOUR.CONF				
PROJECT#: 032424										
1851		11/24 AP		03/22/24	0146315	US BANK	10.00			05/08/24
						PRKG-PICKAR:IA TOUR. CONF				
PROJECT#: 032424										
ACCOUNT TOTAL							346.76	.00	346.76	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1851		11/24 AP		04/16/24	0146315	US BANK	160.00			05/08/24
						REG:PICKAR-ITIP ANNL MTG				
PROJECT#: 032424										
1851		11/24 AP		04/16/24	0146315	US BANK	325.00			05/08/24
						REG-PICKAR:UPPER MW CVB				
PROJECT#: 032424										
ACCOUNT TOTAL							485.00	.00	485.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1839		11/24 AP		04/26/24	0000000	VESTIS	7.80			05/14/24
						MAT SERVICE				
ACCOUNT TOTAL							7.80	.00	7.80	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
1851		11/24 AP		04/18/24	0146315	US BANK	16.98			05/08/24
						MINI-GOLF MAINTENANCE				
MICHAELS STORES 1246										
ACCOUNT TOTAL							16.98	.00	16.98	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
1839		11/24 AP		04/26/24	0000000	SIGNS & DESIGNS, INC.	77.00			05/14/24
						FOR BROCHURE STAND				
1839		11/24 AP		04/05/24	0000000	DOLLY'S PARTY BUS	425.00			05/14/24
						DANCE CONVENTION				
1851		11/24 AP		04/05/24	0146315	US BANK	136.02			05/08/24
						CEDAR BASIN MUSIC DOMAIN				
DNH*GODADDY.COM										
ACCOUNT TOTAL							638.02	.00	638.02	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
1839		11/24 AP		05/06/24	0000000	FIRST	5,000.00			05/14/24

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FUND 261 TOURISM & VISITORS									
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS						continued			
FIRST ROBOTICS COMP-IA									
MARCH 2024									
ACCOUNT TOTAL						5,000.00	.00	5,000.00	
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS									
1839		11/24	AP	05/05/24	0000000 CEDAR FALLS LASER ENGRAVING, 5X7 PLAQUE-WILD HARE	30.00			05/14/24
PROJECT#: 032372									
1839		11/24	AP	05/03/24	0000000 TENSEN, ELLIOT PHOTOGRAPHY-PANTHERS ON	264.25			05/14/24
PROJECT#: 032372									
1839		11/24	AP	04/30/24	0000000 PETERS CONSTRUCTION CORP. SEAL PANTHERS/PLYWOOD BAS	21,088.00			05/14/24
PROJECT#: 032372									
1851		11/24	AP	04/11/24	0146315 US BANK GOTPRINT.COM	265.64			05/08/24
PROJECT#: 032372									
1851		11/24	AP	03/28/24	0146315 US BANK USPS PO 1814940913	27.20			05/08/24
PROJECT#: 032372									
1851		11/24	AP	03/27/24	0146315 US BANK AMERICAN COLOR IMAGING IN		4.32		05/08/24
PROJECT#: 032372									
1851		11/24	AP	03/27/24	0146315 US BANK DRI*UPRINTING	107.86			05/08/24
PROJECT#: 032372									
1851		11/24	AP	03/26/24	0146315 US BANK USPS PO 1814940913	29.24			05/08/24
PROJECT#: 032372									
ACCOUNT TOTAL						21,812.19	4.32	21,807.87	
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1839		11/24	AP	05/06/24	0000000 CORY'S PAINTING, L.L.C. PAINT INTERIOR SIDE OF	239.04			05/14/24
EXIT DOOR-OFFICE AREA									
ACCOUNT TOTAL						239.04	.00	239.04	
FUND TOTAL						32,831.90	4.32	32,827.58	

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FUND 262 SENIOR SERVICES & COMM CT											
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1855		11/24 AP		04/15/24	0146315	US BANK	19.98			05/08/24	
		AMZN MKTP		US*ZF7XM3203		BROWN PAPER BAGS					
1855		11/24 AP		04/08/24	0146315	US BANK		27.74		05/08/24	
		AMZN MKTP		US		REFUND ON DISH SOAP					
1855		11/24 AP		04/04/24	0146315	US BANK	27.74			05/08/24	
		AMZN MKTP		US*DS5BB6TJ3		DISH SOAP					
		ACCOUNT TOTAL						47.72	27.74		19.98
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING											
1855		11/24 AP		04/15/24	0146315	US BANK	25.98			05/08/24	
		AMZN MKTP		US*X30Y05C13		OIL PASTEL SETS					
		ACCOUNT TOTAL						25.98	.00		25.98
		FUND TOTAL						73.70	27.74		45.96
FUND 291 POLICE FORFEITURE FUND											
FUND 292 POLICE RETIREMENT FUND											
FUND 293 FIRE RETIREMENT FUND											
FUND 294 LIBRARY RESERVE											
FUND 295 SOFTBALL PLAYER CAPITAL											
FUND 296 GOLF CAPITAL											
FUND 297 REC FACILITIES CAPITAL											
FUND 298 HEARST CAPITAL											
FUND 311 DEBT SERVICE FUND											
FUND 402 WASHINGTON PARK FUND											
FUND 404 FEMA											
FUND 405 FLOOD RESERVE FUND											
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE											
1846		11/24 AP		05/01/24	0000000	RIVERWISE ENGINEERING, LLC	11,266.00			05/14/24	
		3290-CEDAR RIVER REC									
		PROJECT#:		023290							
		ACCOUNT TOTAL						11,266.00	.00		11,266.00
		FUND TOTAL						11,266.00	.00		11,266.00
FUND 407 VISION IOWA PROJECT											

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FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 TIF BOND										
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
1862		11/24	AP	04/30/24	0000000	AHLERS AND COONEY, P.C.	120.00		05/14/24	
						LGL:CONTESTED SERV. AREA				
						03/26/24				
1862		11/24	AP	04/30/24	0000000	AHLERS AND COONEY, P.C.	1,122.00		05/14/24	
						LGL:URBAN RENEWAL				
						03/25/24				
						ACCOUNT TOTAL	1,242.00	.00	1,242.00	
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGWAY INT										
1846		11/24	AP	05/06/24	0000000	KW ELECTRIC, INC.	36,852.84		05/14/24	
						3294-VARIOUS INTERSECTION				
						RETAINAGE				
						PROJECT#: 023294				
						ACCOUNT TOTAL	36,852.84	.00	36,852.84	
						FUND TOTAL	38,094.84	.00	38,094.84	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2024 BOND										
434-1220-431.98-13 CAPITAL PROJECTS / WEST 23RD STREET										
1846		11/24	AP	04/30/24	0000000	SHIVE-HATTERY	14,058.75		05/14/24	
						3330-W 23RD STREET RECON				
						SERVICES THROUGH 04/26/24				
						PROJECT#: 023330				
						ACCOUNT TOTAL	14,058.75	.00	14,058.75	
434-1220-431.98-91 CAPITAL PROJECTS / IN CAR CAMERAS/BODY CAMS										
1851		11/24	AP	04/22/24	0146315	US BANK	857.70		05/08/24	
						AMAZON MAR* 112-348763				
						BULK CABLE - PSS				
1851		11/24	AP	04/22/24	0146315	US BANK	176.00		05/08/24	
						AMZN MKTP US*360761WM3				
						KEYSTONES/PANELS-PSS				
1851		11/24	AP	04/17/24	0146315	US BANK	149.56		05/08/24	
						AMZN MKTP US*U43K477H3				
						WALL RACK FOR CAMERAS				
						ACCOUNT TOTAL	1,183.26	.00	1,183.26	
						FUND TOTAL	15,242.01	.00	15,242.01	

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FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.98-23					CAPITAL PROJECTS / GREENHILL RD & S MAIN INT				
1846		11/24	AP 04/26/24	0000000	SHIVE-HATTERY	2,537.40			05/14/24
					3228-GREENHILL/S MAIN INT SERVICES THROUGH 04/19/24				
PROJECT#:		023228							
ACCOUNT TOTAL						2,537.40	.00	2,537.40	
FUND TOTAL						2,537.40	.00	2,537.40	
FUND 439 2022 BOND FUND									
439-1220-431.98-43					CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE				
1846		11/24	AP 05/01/24	0000000	PETERSON CONTRACTORS	51,615.97			05/14/24
					3290-CEDAR RIVER REC				
PROJECT#:		023290							
ACCOUNT TOTAL						51,615.97	.00	51,615.97	
439-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR									
1846		11/24	AP 04/22/24	0000000	AECOM TECHNICAL SERVICES, INC	7,600.03			05/14/24
					3256-GREENWOOD CEM SLOPE 03/09-04/12/24				
PROJECT#:		023256							
ACCOUNT TOTAL						7,600.03	.00	7,600.03	
FUND TOTAL						59,216.00	.00	59,216.00	
FUND 443 CAPITAL PROJECTS									
443-1220-431.92-27					STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS				
1850		11/24	AP 04/30/24	0000000	BUILDERS SELECT LLC	74.99			05/14/24
					COLLUMBARIUM				
1847		11/24	AP 04/17/24	0000000	MENARDS-CEDAR FALLS	287.90			05/14/24
					CEMETERY SHELTER				
ACCOUNT TOTAL						362.89	.00	362.89	
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD									
1851		11/24	AP 04/04/24	0146315	US BANK	180.91			05/08/24
					IA DNR FEES AND PAYMENTS NPDES-ASHWORTH EXTENSION				
PROJECT#:		023244							
ACCOUNT TOTAL						180.91	.00	180.91	

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FUND 443 CAPITAL PROJECTS										
FUND TOTAL							543.80	.00	543.80	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2018 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1847				11/24	AP 04/30/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	34.76			05/14/24
						PAPER FOR OFFICE				
1847				11/24	AP 04/11/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	19.95			05/14/24
						PENS				
ACCOUNT TOTAL							54.71	.00	54.71	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1847				11/24	AP 04/30/24 0000000	CULLIGAN WATER CONDITIONING	7.75			05/14/24
						WATER AT TRANSFER				
ACCOUNT TOTAL							7.75	.00	7.75	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1862				11/24	AP 05/02/24 0000000	THOMPSON SHOES	114.75			05/14/24
						SAFETY SHOES-K GAEDE P.O. 56957				
1847				11/24	AP 04/29/24 0000000	CITY LAUNDERING CO.	130.44			05/14/24
						FIRST AID FOR RECYCLING AND TRANSFER				
ACCOUNT TOTAL							245.19	.00	245.19	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1864				11/24	AP 05/02/24 0000000	MENARDS-CEDAR FALLS	36.70			05/14/24
						PEST SUPPLIES-TRANSFER ST				
ACCOUNT TOTAL							36.70	.00	36.70	
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.										
1847				11/24	AP 05/01/24 0000000	COOLEY PUMPING, LLC	525.00			05/14/24

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FUND 551 REFUSE FUND										
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.						continued				
BLUFF ST DRAIN CLEANING										
ACCOUNT TOTAL							525.00	.00	525.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1847		11/24 AP		05/02/24	0000000	WEIKERT IRON AND METAL	1,890.00			05/14/24
APPLIANCE RECYCLING										
1815		11/24 AP		04/30/24	0000000	SAM ANNIS & CO.	86.60			05/14/24
PROPANE TANK REFILL AT RECYCLING										
1815		11/24 AP		04/26/24	0000000	MIDWEST ELECTRONIC RECOVERY	427.30			05/14/24
COMPUTER RECYCLING										
1815		11/24 AP		04/20/24	0000000	LIBERTY TIRE RECYCLING, LLC	519.55			05/14/24
SCRAP TIRE RECYCLING										
1851		11/24 AP		03/21/24	0146315	US BANK	143.06			05/08/24
AMAZON.COM*R65GC3KB1 COMMUNITY CLEAN UP BAGS										
ACCOUNT TOTAL							3,066.51	.00	3,066.51	
FUND TOTAL							3,935.86	.00	3,935.86	
FUND 552 SEWER RENTAL FUND										
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1847		11/24 AP		04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.61			05/14/24
PAPER FOR OFFICE										
1847		11/24 AP		04/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.79			05/14/24
PENS										
ACCOUNT TOTAL							10.40	.00	10.40	
552-6665-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1851		11/24 AP		04/16/24	0146315	US BANK	279.98			05/08/24
WEF MAIN INDUSTRY LITERATURE										
ACCOUNT TOTAL							279.98	.00	279.98	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
1860		11/24 AP		04/30/24	0000000	CAMPBELL SUPPLY WATERLOO		120.00		05/14/24
TRADE SHOW CREDIT										
1860		11/24 AP		04/18/24	0000000	CAMPBELL SUPPLY WATERLOO	41.99			05/14/24
ADJUSTABLE WRENCH										
ACCOUNT TOTAL							41.99	120.00	78.01-	

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FUND 552 SEWER RENTAL FUND										
552-6665-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
1862		11/24	AP	05/02/24	0000000	THOMPSON SHOES	175.00			05/14/24
						SAFETY SHOES-J TIMMERMAN P.O. 56961				
1862		11/24	AP	05/02/24	0000000	THOMPSON SHOES	136.00			05/14/24
						SAFETY SHOES-T TIMSON P.O. 56967				
1860		11/24	AP	04/29/24	0000000	CITY LAUNDERING CO.	66.55			05/14/24
						SAFETY CABINET SERVICE				
1860		11/24	AP	04/12/24	0000000	CAMPBELL SUPPLY WATERLOO	1,523.99			05/14/24
						FACE SHIELD ASSY/PAPR SYS				
						ACCOUNT TOTAL	1,901.54	.00		1,901.54
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1860		11/24	AP	05/03/24	0000000	O'DONNELL ACE HARDWARE	12.00			05/14/24
						RUST STOP				
1860		11/24	AP	05/01/24	0000000	VESSCO, INC.	445.05			05/14/24
						GRIT PUMP #2 REBUILD				
1860		11/24	AP	05/01/24	0000000	VESSCO, INC.	4,130.00			05/14/24
						GRIT PUMP #2 REBUILD				
1860		11/24	AP	04/29/24	0000000	O'DONNELL ACE HARDWARE	4.39			05/14/24
						INSULATED TERMINALS				
1860		11/24	AP	04/18/24	0000000	CAMPBELL SUPPLY WATERLOO	51.90			05/14/24
						PLIERS/AIR HOSE/CLAMPS HOSE END ASSY/NIPPLIES				
						ACCOUNT TOTAL	4,643.34	.00		4,643.34
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY										
1864		11/24	AP	05/07/24	0000000	UTILITY EQUIPMENT COMPANY	1,068.14			05/14/24
						HUDSON AND UNIVERSITY MANHOLE				
1815		11/24	AP	04/30/24	0000000	UTILITY EQUIPMENT COMPANY	615.66			05/14/24
						WASHINGTON PARK MANHOLE				
1815		11/24	AP	04/29/24	0000000	O'DONNELL ACE HARDWARE	16.69			05/14/24
						ROOF CEMENT-MANHOLE				
1810		11/24	AP	04/25/24	0000000	BENTON'S READY MIX CONCRETE,	659.75			05/14/24
						NORDIC RIDGE SANITARY BOXOUTS-NORDIC DR				
						ACCOUNT TOTAL	2,360.24	.00		2,360.24
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL										
1810		11/24	AP	04/30/24	0000000	IOWA ONE CALL	270.90			05/14/24
						IOWA ONE CALLS MARCH 2024				
						ACCOUNT TOTAL	270.90	.00		270.90
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
1860		11/24	AP	05/01/24	0000000	MENARDS-CEDAR FALLS	115.08			05/14/24

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FUND 552 SEWER RENTAL FUND										
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS TRAILER BOARDS							continued			
ACCOUNT TOTAL							115.08	.00	115.08	
552-6665-436.82-04 COMMUNICATION / RADIO										
1860		11/24 AP		04/29/24	0000000	ELECTRICAL ENGINEERING & EQUI ALARM RADIO	921.85			05/14/24
ACCOUNT TOTAL							921.85	.00	921.85	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1860		11/24 AP		04/29/24	0000000	O'DONNELL ACE HARDWARE AIR CHUCK	7.99			05/14/24
1860		11/24 AP		04/22/24	0000000	EVOQUA WATER TECHNOLOGIES LLC DIG #2 VISIT	3,200.00			05/14/24
1875		11/24 AP		02/15/24	0000000	P & K MIDWEST, INC. MOWER REPAIR	1,178.78			05/14/24
ACCOUNT TOTAL							4,386.77	.00	4,386.77	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1860		11/24 AP		04/26/24	0000000	VESTIS MOPS AND RUGS	34.46			05/14/24
ACCOUNT TOTAL							34.46	.00	34.46	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
1860		11/24 AP		04/30/24	0000000	EUROFINS CEDAR FALLS LAB ANALYSIS	438.00			05/14/24
ACCOUNT TOTAL							438.00	.00	438.00	
552-6665-436.86-61 REPAIR & MAINTENANCE / REP & MAIN-LIFT STATIONS										
1860		11/24 AP		05/04/24	0000000	O'DONNELL ACE HARDWARE PVC CONDUIT/CEMENT/ELBOW	46.81			05/14/24
1860		11/24 AP		03/11/24	0000000	HUPP ELECTRIC MOTORS 17TH ST LS PRESS MOTOR	1,392.56			05/14/24
ACCOUNT TOTAL							1,439.37	.00	1,439.37	
552-6665-436.86-62 REPAIR & MAINTENANCE / SAN SEW-MANHOLE/SPOT REP										
1860		11/24 AP		05/07/24	0000000	O'DONNELL ACE HARDWARE PIPE INSULATION/CAULK MANHOLE REPAIR SUPPLIES	13.38			05/14/24

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
									BALANCE	
FUND 552 SEWER RENTAL FUND										
552-6665-436.86-62						REPAIR & MAINTENANCE / SAN SEW-MANHOLE/SPOT REP	continued			
1860		11/24	AP	05/01/24	0000000	REHAB SYSTEMS, INC.	17,110.00			05/14/24
						MANHOLE REHAB				
						ACCOUNT TOTAL	17,123.38	.00		17,123.38
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1860		11/24	AP	05/06/24	0000000	MUNICIPAL PIPE TOOL CO., INC.	26,497.81			05/14/24
						2023 LINER PROJ RETAINAGE				
						PROJECT#: 023316				
1846		11/24	AP	04/17/24	0000000	AECOM TECHNICAL SERVICES, INC	4,946.23			05/14/24
						3332-S MAIN SAN SEWER EXT				
						03/09-04/12/24				
						PROJECT#: 023332				
1860		11/24	AP	08/02/23	0000000	MUNICIPAL PIPE TOOL CO., INC.	50,448.42			05/14/24
						2023 LINER PROJECT PA02				
						PROJECT#: 023316				
						ACCOUNT TOTAL	81,892.46	.00		81,892.46
552-6665-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE										
1846		11/24	AP	12/11/23	0000000	JCG LAND SERVICES, INC.	950.00			05/14/24
						3182-OAK PARK SEWER				
						MINNETONKA COMP SEARCH				
						PROJECT#: 023182				
						ACCOUNT TOTAL	950.00	.00		950.00
						FUND TOTAL	116,809.76	120.00		116,689.76
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1849		11/24	AP	05/06/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.89			05/14/24
						RED & BLUE PENS, TAPE				
1849		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.75			05/14/24
						POST-ITS,BUTTON BATTERY,				
						PENS,SHARPIES,HI-LITERS				
1849		11/24	AP	04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.67			05/14/24
						11X17 PAPER, COPY PAPER				
						ACCOUNT TOTAL	10.31	.00		10.31
						FUND TOTAL	10.31	.00		10.31

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FUND 570 SEWER ASSESSMENT											
FUND 606 DATA PROCESSING FUND											
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1875		11/24	AP	05/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42			05/14/24	
		COPY PAPER									
1851		11/24	AP	04/08/24	0146315	US BANK		.13		05/08/24	
		AMZN MKTP US SHIPPING REFUND									
1851		11/24	AP	04/08/24	0146315	US BANK		1.81		05/08/24	
		AMZN MKTP US SHIPPING REFUND									
1851		11/24	AP	04/08/24	0146315	US BANK		7.83		05/08/24	
		AMZN MKTP US SHIPPING REFUND									
1851		11/24	AP	04/08/24	0146315	US BANK		2.06		05/08/24	
		AMZN MKTP US SHIPPING REFUND									
1851		11/24	AP	04/05/24	0146315	US BANK	176.83			05/08/24	
		AMZN MKTP US*7Q09847G3 (31) MOUSE JIGGLERS									
1851		11/24	AP	04/05/24	0146315	US BANK	20.77			05/08/24	
		AMZN MKTP US*P44S44OR3 BINDING ADHESIVE-ANGIE									
		ACCOUNT TOTAL						201.02	11.83		189.19
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1875		11/24	AP	05/06/24	0000000	NATIONAL ASSOC.OF GOVT.WEB PR	225.00			05/14/24	
		MEMBERSHIP-J SORENSEN									
1851		11/24	AP	04/22/24	0146315	US BANK	109.95			05/08/24	
		AMZN MKTP US*D24YZ8PZ3 PATCH CABLE-PSS									
1851		11/24	AP	04/01/24	0146315	US BANK	81.80			05/08/24	
		AMZN MKTP US*C52LN8XQ3 MOBILE DEVICE SUPPLIES									
1862		11/24	AP	04/01/24	0000000	GMIS INTERNATIONAL	250.00			05/14/24	
		GMIS MEMBERSHIP 07/01/24-06/30/25									
1851		11/24	AP	03/29/24	0146315	US BANK	221.32			05/08/24	
		THE UPS STORE 5617 LAPTOP RETURN SHIPPING									
		ACCOUNT TOTAL						888.07	.00		888.07
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.											
1851		11/24	AP	04/22/24	0146315	US BANK	99.00			05/08/24	
		STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION									
1851		11/24	AP	03/22/24	0146315	US BANK	99.00			05/08/24	
		STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION									
		ACCOUNT TOTAL						198.00	.00		198.00
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT											
1851		11/24	AP	03/28/24	0146315	US BANK	22.17			05/08/24	
		DNH*GODADDY.COM OURCEDARFALLS.COM RENEWAL									
1851		11/24	AP	03/22/24	0146315	US BANK	199.98			05/08/24	
		DNH*GODADDY.COM GIS SSL RENEWAL-2 YEARS									
		ACCOUNT TOTAL						222.15	.00		222.15

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FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1862		11/24 AP		04/22/24	0000000	GORDON FLESCH COMPANY	1,083.25			05/14/24
					COPIERS/ASI-24629-MPS-01	04/22/24-05/21/24				
					ACCOUNT TOTAL		1,083.25	.00	1,083.25	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1851		11/24 AP		04/15/24	0146315	US BANK	369.50			05/08/24
					AMZN MKTP US*1J4IG4PO3	PRINT HEAD-PLOTTER				
					ACCOUNT TOTAL		369.50	.00	369.50	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
1862		11/24 AP		04/30/24	0000000	IP PATHWAYS, LLC	5,813.68			05/14/24
					DR AS A SERVICE	MONTHLY BILLING APRIL'24				
					ACCOUNT TOTAL		5,813.68	.00	5,813.68	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1851		11/24 AP		04/05/24	0146315	US BANK	278.69			05/08/24
					AMZN MKTP US*7Q09847G3	MICR TONER				
					ACCOUNT TOTAL		278.69	.00	278.69	
					FUND TOTAL		9,054.36	11.83	9,042.53	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
1862		11/24 AP		05/01/24	0000000	PDCM INSURANCE	3,541.66			05/14/24
					BENEFITS CONSULTING SERV.	MAY 2024				
					ACCOUNT TOTAL		3,541.66	.00	3,541.66	
					FUND TOTAL		3,541.66	.00	3,541.66	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1847		11/24 AP		04/30/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.10			05/14/24
					PAPER FOR OFFICE					
1847		11/24 AP		04/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.23			05/14/24
					PENS					

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued										
ACCOUNT TOTAL							14.33	.00	14.33	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
1864		11/24 AP		05/08/24	0000000	NORTHLAND PRODUCTS CO.	39.20			05/14/24
USED OIL COLLECTION										
1850		11/24 AP		05/02/24	0000000	SAM ANNIS & CO.	87.80			05/14/24
PROPANE REFILL										
1850		11/24 AP		04/30/24	0000000	NORTHLAND PRODUCTS CO.	98.80			05/14/24
USED OIL COLLECTION										
1810		11/24 AP		04/15/24	0000000	NEW CENTURY FS	550.50			05/14/24
BULK DEF FLUID										
ACCOUNT TOTAL							776.30	.00	776.30	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
1850		11/24 AP		05/06/24	0000000	C & C WELDING & SANDBLASTING	101.20			05/14/24
MATERIAL FOR FD541										
1815		11/24 AP		04/22/24	0000000	MENARDS-CEDAR FALLS	5.69			05/14/24
1 1/4 COUPLER #243										
1851		11/24 AP		04/18/24	0146315	US BANK	119.99			05/08/24
FARM & FLT OF CEDAR FLS										
1850		11/24 AP		04/17/24	0000000	FORCE AMERICA DISTRIBUTING LL		6,630.73		05/14/24
CREDIT FOR HYD PUMPS										
1864		11/24 AP		04/17/24	0000000	FORCE AMERICA DISTRIBUTING LL		2,512.27		05/14/24
CREDIT FOR HOT SHIFT										
1850		11/24 AP		04/05/24	0000000	DAKOTA SUPPLY GROUP	195.00			05/14/24
SKID LOADER WEAR EDGE										
1851		11/24 AP		03/29/24	0146315	US BANK	179.99			05/08/24
TRACTOR-SUPPLY-CO #0146										
1864		11/24 AP		03/22/24	0000000	FORCE AMERICA DISTRIBUTING LL	2,587.59			05/14/24
HOT SHIFT										
1850		11/24 AP		02/02/24	0000000	FORCE AMERICA DISTRIBUTING LL	6,957.17			05/14/24
HYD PUMP FOR #243										
ACCOUNT TOTAL							10,146.63	9,143.00	1,003.63	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
1864		11/24 AP		04/29/24	0000000	D & D TIRE INC.	400.00			05/14/24
#373 TIRE REPLACED										
1864		11/24 AP		04/19/24	0000000	D & D TIRE INC.	380.00			05/14/24
REPLACED TIRE #297										
ACCOUNT TOTAL							780.00	.00	780.00	

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.87-08				RENTALS / WORK BY OUTSIDE AGENCY						
1864		11/24 AP		04/23/24	0000000	BLACK HAWK RENTAL	156.60		05/14/24	
				2 SPEED ISSUE, SOFTWARE		UPDATES				
ACCOUNT TOTAL							156.60	.00	156.60	
685-6698-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1810		11/24 AP		04/25/24	0000000	BLACK HAWK ROOF COMPANY INC.	528.00		05/14/24	
				BULK FLUIDS EXP PROJECT						
PROJECT#:				062386						
1810		11/24 AP		04/25/24	0000000	BLACK HAWK ROOF COMPANY INC.	4,895.00		05/14/24	
				BULK FLUIDS EXP PROJECT						
PROJECT#:				062386						
1851		11/24 AP		04/03/24	0146315	US BANK	702.20		05/08/24	
				FOUNDATION BLDG 044		STUDS/SCREWS/TRACKS				
PROJECT#:				062386						
ACCOUNT TOTAL							6,125.20	.00	6,125.20	
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES										
1850		11/24 AP		05/03/24	0000000	C & C WELDING & SANDBLASTING	1,232.21		05/14/24	
				REFURBISH TRAILER-SPRAYIN						
ACCOUNT TOTAL							1,232.21	.00	1,232.21	
FUND TOTAL							19,231.27	9,143.00	10,088.27	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05				INSURANCE / LIABILITY		INSURANCE				
1850		11/24 AP		04/22/24	0000000	RASMUSSEN CO., THE	75.00		05/14/24	
				PD16 TOWED WRECKED TO PW						
1850		11/24 AP		04/19/24	0000000	KOLOR TEK IOWA LLC	728.00		05/14/24	
				#301 REPAIRS AFTER WIND		BLEW DUMPSTER INTO IT				
1862		11/24 AP		04/02/24	0000000	SELECTIVE INSURANCE (FLOOD)	4,141.00		05/14/24	
				FLOOD INS:1500 BLUFF ST		ADMIN BLDG				
1862		11/24 AP		03/17/24	0000000	SELECTIVE INSURANCE (FLOOD)	3,596.00		05/14/24	
				FLOOD INS:219 E 15TH ST		EE LOCKER ROOM				
1862		11/24 AP		03/17/24	0000000	SELECTIVE INSURANCE (FLOOD)	1,709.00		05/14/24	
				FLOOD INS:501 E 4TH ST		WATER RECLAMATION				
1862		11/24 AP		03/16/24	0000000	SELECTIVE INSURANCE (FLOOD)	2,187.00		05/14/24	
				FLOOD INS:15TH & STATE ST		TRANSFER STATION				
1862		11/24 AP		03/16/24	0000000	SELECTIVE INSURANCE (FLOOD)	8,215.00		05/14/24	
				FLOOD INS:215 E 15TH ST		RECYCLE CENTER				

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FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE							continued			
ACCOUNT TOTAL							20,651.00	.00	20,651.00	
FUND TOTAL							20,651.00	.00	20,651.00	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
GRAND TOTAL							1,305,768.59	9,684.90	1,296,083.69	