



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, AUGUST 05, 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 July 15, 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, specification, form of contract & estimate of cost for the Viking Road & Prairie Parkway Intersection Improvements Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 07/20/2024)
 - 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 Viking Road & Prairie Parkway Intersection Improvements Project.

Old Business

3. Pass Ordinance #3071, amending Chapter 2, Administration, of the Code of Ordinances relative to controller/city treasurer, information systems manager, city clerk, appointment, powers and duties of city attorney, appointment, powers and duties of human resources manager, planning and community services manager, manager, building official, manager of operations and maintenance, city engineer, and water reclamation manager, upon its third & final consideration.
4. Pass Ordinance #3072, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to public events on city property, upon its third & final consideration.
5. Pass Ordinance #3073, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to parking prohibited on specific streets, upon its third & final consideration.
6. Pass Ordinance #3074, amending Chapter 26, Zoning, of the Code of Ordinances relative to residence district, 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 minutes of July 15, 2024 relative to the following item:
 - a) Downtown Parking Discussion.
8. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Seth Chadwick, Library Board of Trustees, term ending 06/30/2030.
 - b) Reginald Green, Library Board of Trustees, term ending 06/30/2030.
 - c) Michael Sulentic, Library Board of Trustees, term ending 06/30/2030.
9. Receive and file Departmental Quarterly Reports of April - June 2024.
10. Receive and file communication from the Civil Service Commission relative to the following certified lists:
 - a) Policy & Administration Specialist.
 - b) Public Safety Officer.
11. Approve the following applications for retail alcohol licenses:
 - a) Main Street Sweets, 307 Main Street, Special Class B retail native wine - renewal.
 - b) Kwik Star, 4515 Coneflower Parkway, Class B retail alcohol - renewal.
 - c) Hy-Vee Market Grille, 6301 University Avenue, Class C retail alcohol - renewal.
 - d) Octopus, 2205 College Street, Class C retail alcohol & outdoor service - renewal.
 - e) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - renewal.
 - f) The Library, 2222 College Street, Class C retail alcohol & outdoor service - renewal.
 - g) The Other Place, 4214 University Avenue, Class C retail alcohol & outdoor service - renewal.
 - h) Compass Group USA, Inc., 6725 Cedar Heights Drive, 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.)

12. Resolution Calendar with items considered separately.
13. Resolution approving and authorizing execution of an Amendment to the Lease Agreement with the Cedar Falls Historical Society relative to the Bennington Township Schoolhouse
14. Resolution approving and authorizing execution of an Agreement to Enhance Economic Development in Cedar Falls with Grow Cedar Valley relative to an FY2025 Economic Development Grant.
15. Resolution approving and authorizing execution of a Travel Iowa Co-Operative Marketing Contract with Iowa Economic Development Authority (IEDA) relative to FY2025 tourism marketing opportunities.
16. Resolution approving and accepting completion of construction of a plaza, monument and recreation trail relative to the Rotary Plaza located at 205-221 West 1st Street.
17. Resolution releasing the Cash Escrow Agreement (Performance) and approving and accepting a Cash Escrow Agreement (Maintenance) with The Rotary Club of Cedar Falls relative to the Rotary Plaza located at 205-221 West 1st Street. (contingent upon approval of previous item)
18. Resolution approving the Loy Minor Subdivision Plat No. 1.
19. Resolution approving the preliminary plat of North Cedar Estates.
20. Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 4.15 acres of real estate located at 4109 West 1st Street relative to safety improvements at the Highway 57 & Union Road intersection.

- [21.](#) Resolution approving and authorizing execution of an Application for Site-Specific Traffic Safety Improvement Program (TSIP) funding with the Iowa Department of Transportation (Iowa DOT) relative to the Highway 57 & Union Road Intersection Improvements Project.
- [22.](#) Resolution approving and authorizing execution of one Owner Purchase Agreement; and approving and accepting one Temporary Construction Easement, in conjunction with the North Cedar Heights Drive Project - Phase 1A.
- [23.](#) Resolution approving and authorizing execution of one Owner Purchase Agreement; and approving and accepting one Temporary Construction Easement, in conjunction with the Viking Road & Prairie Parkway Intersection Improvements Project.
- [24.](#) Resolution approving the Certificate of Completion and accepting the work of Owen Contracting, Inc., f/k/a K. Cunningham Construction Company, Inc. for the Downtown Streetscape and Reconstruction Project-Phase II, and approving and authorizing the transfer of funds from the Parkade Renovation Fund to the TIF Fund.
- [25.](#) Resolution approving and authorizing execution of a License Agreement with Unite Private Networks, LLC relative to installing a fiber optic telecommunications system within the public right-of-way of the Hudson Road & West 27th Street intersection.
- [26.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Terracon Consultants, Inc. relative to 2024 Construction Testing Services.
- [27.](#) Resolution approving the Certificate of Completion and accepting the work of Owen Contracting, Inc. for the Center Street Corridor Streetscape Project, and approving and authorizing the transfer of funds from the Storm Water Fund and Street Construction Fund to the Emergency Reserve Fund.
- [28.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Midwest Development Co. relative to the final plat of The Arbors Fifth Addition.
- [29.](#) Resolution approving the final plat for The Arbors Fifth Addition. (contingent upon approval of previous item)
- [30.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Midwest Development Co. relative to a post-construction stormwater management plan for The Arbors Fifth Addition. (contingent upon approval of previous item)
- [31.](#) Resolution setting August 19, 2024 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes for essential corporate purposes (ECP), and providing for publication of notice thereof.
- [32.](#) Resolution setting August 19, 2024 as the date of public hearing on the authorization of a Loan Agreement and issuance of not to exceed \$750,000 General Obligation Capital Loan Notes for general corporate purposes (GCP), and providing for publication of notice thereof.
- [33.](#) Resolution setting August 19, 2024 as the date of public hearing to consider entering into an Agreement for Private Development with BALOS, LLC.

Ordinances

- [34.](#) Pass an ordinance, amending Chapter 2, Administration, of the Code of Ordinances relative to salary of members and salary of the Mayor, upon its first consideration.
- [35.](#) Pass an ordinance, amending Chapter 2, Administration, of the Code of Ordinances relative to oath; bond and powers and duties; bond, upon its first consideration.
- [36.](#) Pass an ordinance, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to discharge of weapons, upon its first consideration.

- [37.](#) Pass an ordinance, amending Chapter 24, Utilities, of the Code of Ordinances relative to applicability, definitions and requirements for approval of stormwater management plan, upon its first consideration.

Allow Bills and Claims

- [38.](#) Allow Bills and Claims for August 5, 2024.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JULY 15, 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, Latta, Kruse Hawbaker, Ganfield, Crisman, Dunn. Absent: None. Mayor Laudick led the Pledge of Allegiance.

- 54873 - It was moved by Kruse and seconded by Latta that the minutes of the Regular Meeting of July 1, 2024 be approved as presented and ordered of record. Motion carried unanimously.
- 54874 - Director of Public Safety Berte provided a recap of fireworks usage, complaints and citations issued. Councilmembers Ganfield and Latta commented.
- 54875 - Mayor Laudick announced that in accordance with the public notice of July 6, 2024, this was the time and place for a public hearing on the proposed conveyance of certain vacated alley right-of way abutting 1307 Longview Street. It was then moved by Kruse and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54876 - The Mayor then asked if there were any written communications filed to the proposed conveyance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided an update on the proposed conveyance. There being no one else present wishing to speak about the proposed conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 54877 - It was moved by Schultz and seconded by Latta that Resolution #23,703, approving and authorizing execution of a Quit Claim Deed conveying certain vacated alley right-of-way abutting 1307 Longview Street, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,703 duly passed and adopted.
- 54878 - Mayor Laudick announced that in accordance with the public notice of July 6, 2024, this was the time and place for a public hearing on the FFY2024-2028 Consortium 5-Year Consolidated Plan for Community Development Block Grant (CDBG) & HOME programs. 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.
- 54879 - The Mayor then asked if there were any written communications filed to the proposed plan. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard and Mosaic Community Planning Representative Heaven Silva provided an update on the proposed plan. Following a question by

Councilmember Schultz, and response by Silva, the Mayor declared the hearing closed and passed to the next order of business.

- 54880 - It was moved by Crisman and seconded by Hawbaker that Resolution #23,704, approving and adopting the FFY2024-2028 Consortium 5-Year Consolidated Plan for Community Development Block Grant (CDBG) & HOME programs, 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 #23,704 duly passed and adopted.
- 54881 - It was moved by Ganfield and seconded by Hawbaker that Ordinance #3069, amending the Zoning Map by removing real estate located at 2216 Main Street and 127 East 23rd Street, Commercial District, 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 #3069 duly passed and adopted.
- 54882 - It was moved by Latta and seconded by Kruse that Ordinance #3070 amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to containers; placement for collection; penalty of violation and service charges – established, 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 #3070 duly passed and adopted.
- 54883 - It was moved by Kruse and seconded by Schultz that Ordinance #3071, amending Chapter 2, Administration, of the Code of Ordinances relative to controller/city treasurer, information systems manager, city clerk, appointment, powers and duties of city attorney, appointment, powers and duties of human resources manager, planning and community services manager, manager, building official, manager of operations and maintenance, city engineer, and water reclamation manager, be passed upon its second 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.
- 54884 - It was moved by Ganfield and seconded by Crisman that Ordinance #3072, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to public events on city property, be passed upon its second 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.
- 54885 - It was moved by Kruse and seconded by Crisman that Ordinance #3073, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to parking prohibited on specific streets, be passed upon its second

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.

54886 - It was moved by Kruse and seconded by Latta that Ordinance #3074, amending Chapter 26, Zoning, of the Code of Ordinances relative to residence district, be passed upon its second 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.

54887 - 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 the City Council Committee of the Whole minutes of July 1, 2024 relative to the following items:

- a) Cash Management Report.
- b) Proposed Health Plan Amendments.

Approve the following recommendation of the Mayor relative to the reappointment of members to Boards and Commissions:

- a) Peter Berendzen, Art & Culture Board, term ending 07/01/2028.

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

- a) Maintenance Worker.

Receive, file and approve the FY2025 Cash Management Report.

Receive and file revised bylaws for the Art & Culture Board.

Approve the following applications for retail alcohol licenses:

- a) Dollar General, 1922 Valley Park Drive, Class B retail alcohol - renewal.
- b) Cypress Lounge, 209 A State Street, Class C retail alcohol & outdoor service - renewal.
- c) Wal-Mart, 525 Brandilynn Boulevard, Class E retail alcohol - renewal.
- d) Wal-Mart, 525 Brandilynn Boulevard, Class E retail alcohol - change in ownership.
- e) River Place Plaza, 200 East 2nd Street - Plaza, Special Class C retail alcohol & outdoor service -temporary expansion of outdoor service area. (August 31 - September 1, September 14 & September 26, 2024)
- f) Patton, 317 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (July 16 - November 15, 2024)

Motion carried unanimously.

54888 - It was moved by Hawbaker and seconded by Crisman that the following resolutions be introduced and adopted:

Resolution #23,705, amending CFD 1121, Section 2.4, regarding City Council Electronic Meeting Procedures.

Resolution #23,706, approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 315 Main Street.

Resolution #23,707, approving and authorizing execution of an amended Joinder Agreement for Group Term Life Insurance with National Insurance Services of Wisconsin Insurance Trust relative to Group Term Life Insurance & Accidental Death & Dismemberment (AD&D) Insurance.

Resolution #23,708, approving and authorizing execution of a Subordination Agreement between U.S. Bank National Association relative to the Cedar Heights Area Reconstruction Project.

Resolution #23,709, approving and authorizing execution of an Agreement with Lyngsoe Systems for an Automated Materials Handler (AMH) for the Cedar Falls Public Library.

Resolution #23,710, rescinding Resolution #23,667, being a Resolution approving and authorizing the expenditure of funds for the purchase of Glock 26 Pistols with Trijicon SRO2 Optic firearms for the Public Safety Department.

Resolution #23,711, approving and authorizing the expenditure of funds for the purchase of Glock 26 Pistols with Trijicon SRO2 Optic firearms for the Public Safety Department.

Resolution #23,712, approving and authorizing execution of two Red House Studio Lease Extensions relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.

Resolution #23,713, approving and authorizing execution of a Red House Studio Lease with Monica Sanguino relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.

Resolution #23,714, approving and authorizing execution of an Addendum to the Agreement with the Iowa Department of Transportation (IDOT) relative to the West 1st Street Reconstruction Project.

Resolution #23,715, approving and accepting nine Temporary Construction Easements, in conjunction with the North Cedar Heights Drive Project - Phase 1A.

Resolution #23,716, approving and authorizing execution of two Owner Purchase Agreements; and approving and accepting two Temporary Construction Easements, in conjunction with the Main Street Reconstruction Project.

Resolution #23,717, approving and authorizing execution of two Owner Purchase Agreements; and approving and accepting one Temporary Construction Easement; one Crop Loss Agreement, in conjunction with the Viking Road & Prairie Parkway Intersection Improvements Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted.

Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,705 through #23,717 duly passed and adopted.

- 54889 - It was moved by Ganfield and seconded by Latta that Resolution #23,718, approving and authorizing execution of a Service/Product Agreement for Custodial Services with Fresh Start Cleaning Solutions, Inc. relative to providing custodial services for city buildings from September 1, 2024 through August 31, 2027, be adopted. Following a question by Councilmember Ganfield, and response by Operations & Maintenance Division Manager Heath, 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 #23,718 duly passed and adopted.
- 54890 - It was moved by Kruse and seconded by Latta that Resolution #23,719, receiving and filing, and setting August 5, 2024 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Viking Road & Prairie Parkway Intersection Improvements Project, be adopted. Following comments by Councilmember Schultz and Mayor Laudick, 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 #23,719 duly passed and adopted.
- 54891 - It was moved by Latta and seconded by Kruse that the bills and claims of July 15, 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: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54892 - Mayor Laudick announced that approval has been received for the Housing Trust Fund.

Councilmember Kruse commented on quarterly reviews of the goal setting document. Mayor Laudick and Councilmembers Dunn and Latta commented.
- 54893 - Following a comment by Councilmember Crisman regarding discussion of Animal Control, Mayor Laudick stated he will be forming a Task Force to review the Animal Control Program implementation. Councilmembers Ganfield and Kruse commented.
- 54894 - It was moved by Latta and seconded by Kruse that the meeting be adjourned at 7:31 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: Benjamin Claypool, Principal Engineer, PE, PhD

DATE: July 26, 2024

SUBJECT: Viking Road & Prairie Parkway Intersection Improvements Project
City Project Number: RC-232-3308
Public Hearing

This project generally consists of the installation of a roundabout at the intersection of Viking Road and Prairie Parkway, storm sewer, sidewalk, and landscaping within the roundabout center island. Raised Medians will be installed from the proposed roundabout to Andrea Drive.

The total estimated cost for the construction of this project is \$2,532,090.00. The project will be funded by Pinnacle Prairie Tax Increment Financing.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Viking Road & Prairie Parkway Intersection Improvements Project.

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

OPINION OF PROBABLE PROJECT COSTS



VIKING ROAD AND PRAIRIE PARKWAY
INTERSECTION IMPROVEMENTS PROJECT
CEDAR FALLS, IOWA
PROJECT NO. RC-232-3308

ITEM #	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	DIVISION 1 (CITY)	DIVISION 2 (TSIP)	EXTENDED PRICE
1	2010-C	Clearing and Grubbing	1	LS	\$ 12,000.00	\$ 12,000.00		\$ 12,000.00
2	2010-D-1	Topsoil, On-site	3400	CY	\$ 5.00	\$ 17,000.00		\$ 17,000.00
3	2010-E	Excavation Class 10	5435	CY	\$ 8.00	\$ 43,480.00		\$ 43,480.00
4	2010-G	Subgrade Preparation, 6"	2792	SY	\$ 1.00	\$ 2,792.00		\$ 2,792.00
5	2010-G	Subgrade Preparation, 12"	9537	SY	\$ 2.00	\$ 19,074.00	\$ 14,156.00	\$ 19,074.00
6	2010-H	Granular Stabilization	558	TON	\$ 27.00	\$ 15,066.00		\$ 15,066.00
7	2010-J	Subbase, Modified, 12"	9537	SY	\$ 16.50	\$ 40,573.50	\$ 116,787.00	\$ 157,360.50
8	2010-M	Compaction Testing	1	LS	\$ 3,500.00	\$ 3,500.00		\$ 3,500.00
9	3010-C	Trench Foundation	20	TON	\$ 50.00	\$ 1,000.00		\$ 1,000.00
10	3010-D	Replacement of Unsuitable Backfill Material	100	CY	\$ 60.00	\$ 6,000.00		\$ 6,000.00
11	3010-F	Trench Compaction Testing	1	LS	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
12	4020-A-1	Storm Sewer, Trenched, HDPE, 15"	280	LF	\$ 45.00	\$ 12,600.00		\$ 12,600.00
13	4020-A-1	Storm Sewer, Trenched, HDPE, 18"	297	LF	\$ 50.00	\$ 14,850.00		\$ 14,850.00
14	4020-A-1	Storm Sewer, Trenched, HDPE, 24"	27	LF	\$ 75.00	\$ 2,025.00		\$ 2,025.00
15	4020-A-1	Storm Sewer, Trenched, HDPE PERFORATED, 15"	92	LF	\$ 70.00	\$ 6,440.00		\$ 6,440.00
16	4020-A-1	Storm Sewer, Trenched, HDPE PERFORATED, 24"	204	LF	\$ 85.00	\$ 17,340.00		\$ 17,340.00
17	4020-A-1	Storm Sewer, Trenched, RCP, 15"	196	LF	\$ 50.00	\$ 9,800.00		\$ 9,800.00
18	4020-A-1	Storm Sewer, Trenched, RCP, 24"	70	LF	\$ 95.00	\$ 6,650.00		\$ 6,650.00
19	4020-D	Removal of Storm Sewer, RCP, 15"	823	LF	\$ 20.00	\$ 16,460.00		\$ 16,460.00
20	4040-A	Subdrain, Type 1, PE, 6"	2812	LF	\$ 10.00	\$ 28,120.00		\$ 28,120.00
21	4040-C-1	Subdrain Cleanout, Type A-1, 6"	11	EA	\$ 250.00	\$ 2,750.00		\$ 2,750.00
22	4040-D-1	Subdrain Outlets and Connections, CMP, 6"	25	EA	\$ 160.00	\$ 4,000.00		\$ 4,000.00
23	5010-A	Water Main, Trenched, DIP, 12"	10	LF	\$ 300.00	\$ 3,000.00		\$ 3,000.00
24	5010-C-2	Fitting, DI MJ, 12"	156	LB	\$ 20.00	\$ 3,120.00		\$ 3,120.00
25	5020-A	Valve, Gate, 12"	1	EA	\$ 2,500.00	\$ 2,500.00		\$ 2,500.00
26	5020-C	Fire Hydrant Assembly	1	EA	\$ 6,800.00	\$ 6,800.00		\$ 6,800.00
27	5020-G	Valve Box Extension	1	EA	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00
28	5020-I	Fire Hydrant Adjustment	1	EA	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00
29	5020-J	Fire Hydrant Assembly Removal	1	EA	\$ 1,200.00	\$ 1,200.00		\$ 1,200.00
30	6010-A	Manhole, SW-401, 48"	2	EA	\$ 5,200.00	\$ 10,400.00		\$ 10,400.00
31	6010-A	Manhole, SW-403, (Inside Dimensions 4'-0" X 9'-0")	1	EA	\$ 11,000.00	\$ 11,000.00		\$ 11,000.00
32	6010-B	Intake, SW-501	1	EA	\$ 4,000.00	\$ 4,000.00		\$ 4,000.00
33	6010-B	Intake, SW-507, Small Box	2	EA	\$ 6,000.00	\$ 12,000.00		\$ 12,000.00
34	6010-B	Intake, SW-509, Small Box	4	EA	\$ 9,000.00	\$ 36,000.00		\$ 36,000.00
35	6010-B	Intake, SW-512, 24"	1	EA	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00
36	6010-B	Intake, SW-545, Extended Opening (7'-10")	3	EA	\$ 9,500.00	\$ 28,500.00		\$ 28,500.00
37	6010-B	Intake, SW-545, Extended Opening (11'-10")	1	EA	\$ 10,500.00	\$ 10,500.00		\$ 10,500.00
38	6010-G-2	Connection to Existing Intake	1	EA	\$ 2,500.00	\$ 2,500.00		\$ 2,500.00
39	6010-H-2	Remove Intake	6	EA	\$ 750.00	\$ 4,500.00		\$ 4,500.00
40	7010-A	Pavement, PCC, 8", Class C	7078.2	SY	\$ 52.00		\$ 368,066.40	\$ 368,066.40
41	7010-E	Curb and Gutter, PCC Sloped 6", 2' wide, 8" thick	2076	LF	\$ 37.00	\$ 76,812.00		\$ 76,812.00
42	7010-E	Curb, PCC, 12" wide, 12.6" thick	289	LF	\$ 40.00	\$ 11,560.00		\$ 11,560.00
43	7010-G	Concrete Median	427	SY	\$ 125.00	\$ 53,375.00		\$ 53,375.00
44	7010-I	PCC Pavement Samples and Testing	1	LS	\$ 3,000.00	\$ 3,000.00		\$ 3,000.00
45	7010-999-A	Truck Apron with 8" PCC Base for Pavers	435	SY	\$ 85.00	\$ 36,975.00		\$ 36,975.00
46	7010-999-B	Splitter Island with 8" PCC Base for Pavers	230	SY	\$ 125.00	\$ 28,750.00		\$ 28,750.00
47	7030-A-1	Removal of Sidewalk	910.4	SY	\$ 10.00	\$ 9,104.00		\$ 9,104.00
48	7030-D	Special Subgrade Preparation for 8' & 10' Sidewalk, 6"	4257	SY	\$ 1.00	\$ 4,257.00		\$ 4,257.00
49	7030-E	Sidewalk, PCC, 6"	2878	SY	\$ 37.00	\$ 106,486.00		\$ 106,486.00
50	7030-F	Brick/Paver, Granite	32	SY	\$ 220.00	\$ 7,040.00		\$ 7,040.00
51	7030-F	Brick/Paver, Rustic Red	633	SY	\$ 170.00	\$ 107,610.00		\$ 107,610.00
52	7030-G	Detectable Warning	320	SF	\$ 55.00	\$ 17,600.00		\$ 17,600.00
53	7030-H-1	Driveway, Paved, PCC, 7"	56	SY	\$ 50.00	\$ 2,800.00		\$ 2,800.00
54	7030-H-3	Driveway, Granular, 12"	11	TON	\$ 35.00	\$ 385.00		\$ 385.00
55	7040-B	Subbase Over-excavation	215	TON	\$ 45.00	\$ 9,675.00		\$ 9,675.00
56	7040-H	Pavement Removal	8374.3	SY	\$ 6.00	\$ 50,245.80		\$ 50,245.80
57	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System A	1	LS	\$ 21,600.00		\$ 21,600.00	\$ 21,600.00
58	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System B	1	LS	\$ 21,600.00		\$ 21,600.00	\$ 21,600.00
59	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System C	1	LS	\$ 21,600.00		\$ 21,600.00	\$ 21,600.00
60	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System D	1	LS	\$ 21,600.00		\$ 21,600.00	\$ 21,600.00
61	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System E	1	LS	\$ 21,600.00		\$ 21,600.00	\$ 21,600.00
62	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System F	1	LS	\$ 21,600.00		\$ 21,600.00	\$ 21,600.00
63	8010-999-B	Remove & Salvage Rectangular Rapid Flashing Beacon (RRFB) System	1	LS	\$ 7,000.00	\$ 7,000.00		\$ 7,000.00
64	8020-B	Painted Pavement Markings, Solvent/Waterborne	42.84	STA	\$ 150.00	\$ 6,426.00		\$ 6,426.00
65	8020-G	Painted Symbols and Legends, Solvent/Waterborne	12	EA	\$ 250.00	\$ 3,000.00		\$ 3,000.00
66	8020-K	Pavement Markings Removed	45.25	STA	\$ 80.00	\$ 3,620.00		\$ 3,620.00
67	8020-999-O	Water Blasted Grooves for Pavement Markings	42.84	STA	\$ 110.00	\$ 4,712.40		\$ 4,712.40
68	8020-999-P	Water Blasted Grooves for Symbols and Legends	12	EA	\$ 180.00	\$ 2,160.00		\$ 2,160.00

69	8030-A	Temporary Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
70	8040-B	Traffic Signs by Area	143.5	SF	\$ 28.00	\$ 4,018.00	\$ 4,018.00
71	8040-D	Perforated Square Steel Tube Posts	242	LF	\$ 20.00	\$ 4,840.00	\$ 4,840.00
72	8040-I	Removal and Reinstallation of Sign	2	EA	\$ 250.00	\$ 500.00	\$ 500.00
73	8940-999-A	Removal of Signs	13	EA	\$ 150.00	\$ 1,950.00	\$ 1,950.00
74	8999-A	Lighting, Overhead	1	LS	\$ 134,000.00	\$ 134,000.00	\$ 134,000.00
75	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 5	1.04	AC	\$ 4,500.00	\$ 4,680.00	\$ 4,680.00
76	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 6 (Salt-Resistant)	3.40	AC	\$ 5,500.00	\$ 18,700.00	\$ 18,700.00
77	9010-D	Watering	340	MGAL	\$ 95.00	\$ 32,300.00	\$ 32,300.00
78	9030-D	Plants with Warranty	1	LS	\$ 37,800.00	\$ 37,800.00	\$ 37,800.00
79	9040-A-2	SWPPP Management	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
80	9040-D-1	Filter Sock, 8"	5812	LF	\$ 2.00	\$ 11,624.00	\$ 11,624.00
81	9040-D-2	Filter Socks, Removal	5812	LF	\$ 1.00	\$ 5,812.00	\$ 5,812.00
82	9040-O-1	Stabilized Construction Entrance	150	TON	\$ 40.00	\$ 6,000.00	\$ 6,000.00
83	9040-T-1	Inlet Protection Device, Surface Applied	12	EA	\$ 100.00	\$ 1,200.00	\$ 1,200.00
84	9040-T-2	Inlet Protection Device, Maintenance	12	EA	\$ 20.00	\$ 240.00	\$ 240.00
85	9030-999-A	Mulch, Shredded Bark	24	CY	\$ 200.00	\$ 4,800.00	\$ 4,800.00
86	9030-999-B	Mulch, Rock	4	CY	\$ 300.00	\$ 1,200.00	\$ 1,200.00
87	9040-N-1	Silt Fence or Silt Fence Ditch Check	2184	LF	\$ 4.00	\$ 8,736.00	\$ 8,736.00
88	9040-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 9,000.00
89	9040-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	2184	LF	\$ 1.00	\$ 2,184.00	\$ 2,184.00
90	9060-E	Fence Removal	1464	LF	\$ 8.00	\$ 11,712.00	\$ 11,712.00
91	9080-C	Safety Rail, 42"	30	LF	\$ 175.00	\$ 5,250.00	\$ 5,250.00
92	9920-999-A	Mowing	33	AC	\$ 300.00	\$ 9,900.00	\$ 9,900.00
93	11,020-A	Mobilization	1	LS	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00
94	11,050-A	Concrete Washout	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
95	0000-999-A	Monuments	1	LS	\$ 155,000.00	\$ 155,000.00	\$ 155,000.00
96	0000-999-B	Limestone Edging, 6" Wide x 6" Tall	8	TON	\$ 915.00	\$ 7,320.00	\$ 7,320.00
97	0000-999-D	Electrical & Lighting	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00

Subtotal (rounded): \$ 1,687,400.00 \$ 628,610.00 \$ 2,301,900.00
Contingency (10%): \$ 230,190.00
CONSTRUCTION TOTAL: \$ 2,532,090.00



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: June 18, 2024
SUBJECT: Amendments to Chapter 2; Section 17-210(a); Section 23-374; and Section 26-165 of the Code of Ordinances

Please find attached several proposed amendments to the Code of Ordinances. These changes are a continuation of staff’s project to “clean up” the Code in terms of outdated or incorrect provisions based on changes in the law or City practice.

In this group there are several changes to Chapter 2 of the Code. All the proposed changes eliminate references to civil service provisions for staff positions that are clearly not subject to civil service laws.

The proposed change to Section 17-210(a) clarifies that no public event permit is needed for City-sponsored events on City property.

The proposed change to Section 23-374 eliminates an outdated reference to police parking at City Hall.

Finally, the proposed change to Section 26-165 eliminates a prohibition on animal and poultry husbandry that conflicts with the City’s backyard poultry ordinances.

Approval of these changes is recommended. Feel free to contact me with any questions..

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-512, CONTROLLER/CITY TREASURER, OF DIVISION 2, FINANCIAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **2)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **3)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-572, CITY CLERK, OF DIVISION 4, PUBLIC RECORDS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **4)** AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-599, APPOINTMENT, POWERS AND DUTIES OF CITY ATTORNEY, OF DIVISION 5, LEGAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **5)** AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-613, APPOINTMENT, POWERS AND DUTIES OF HUMAN RESOURCES MANAGER; OF DIVISION 6, HUMAN RESOURCES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **6)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-690, PLANNING AND COMMUNITY SERVICES MANAGER, OF DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **7)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-717, MANAGER, OF DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **8)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-744, BUILDING OFFICIAL, OF DIVISION 4, INSPECTION SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **9)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-780, MANAGER, OF DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **10)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-837, MANAGER OF OPERATIONS AND MAINTENANCE, OF DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND **11)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-865, CITY ENGINEER, OF DIVISION 3, ENGINEERING SERVICES DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND **12)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-876, WATER RECLAMATION MANAGER, OF DIVISION 4, WATER RECLAMATION DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO OMIT REFERENCES TO CIVIL SERVICE LAWS IN THE APPOINTMENT OF NON-CIVIL SERVICE EMPLOYEES.

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

Section 1. Subsection (a), Appointment, of Section 2-512, Controller/City Treasurer, of Division 2, Financial Services Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment, of Section 2-512 is enacted in lieu thereof, as follows:

Sec. 2-512. Controller/city treasurer.

- (a) *Appointment.* A controller/city treasurer shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 2. Subsection (a), Appointment, of Section 2-537, Information Systems Manager, of Division 2, Information Systems Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment, of Section 2-537 is enacted in lieu thereof, as follows:

Sec. 2-537. Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 3. Subsection (a), Appointment, of Section 2-572, City Clerk, of Division 4, Public Records Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment, of Section 2-572 is enacted in lieu thereof, as follows:

Sec. 2-572. City clerk.

- (a) *Appointment.* A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and annual review of the city clerk's performance. ~~Such appointment shall be in accordance with all statutory civil service procedures and section 2-159.~~ Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.

[unchanged provisions omitted]

Section 4. Subsection (a), Appointment; Supervision, of Section 2-599, Appointment, Powers and Duties of City Attorney, of Division 5, Legal Services Division, of

Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment; Supervision, of Section 2-599 is enacted in lieu thereof, as follows:

Sec. 2-599. Appointment, powers and duties of city attorney.

- (a) *Appointment; supervision.* A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance. ~~Such appointment shall be in accordance with all statutory civil service procedures and section 2-159.~~

[unchanged provisions omitted]

Section 5. Subsection (a), Appointment; Supervision, of Section 2-613, Appointment, Powers and Duties of Human Resources Manager, of Division 6, Human Resources Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment; Supervision, of Section 2-613 is enacted in lieu thereof, as follows:

Sec. 2-613. Appointment, powers and duties of human resources manager.

- (a) *Appointment; supervision.* A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 6. Subsection (a), Appointment, of Section 2-690, Planning and Community Services Manager, of Division 2, Planning and Community Services Division, of Article VI, Department of Community Development, 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 Subsection (a), Appointment, of Section 2-690 is enacted in lieu thereof, as follows:

Sec. 2-690. Planning and community services manager.

- (a) *Appointment.* A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 7. Subsection (a), Appointment, of Section 2-717, Manager, of Division 3, Tourism/Cultural Programs Division, of Article VI, Department of Community Development, 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 Subsection (a), Appointment, of Section 2-717 is enacted in lieu thereof, as follows:

Sec. 2-717. Manager.

- (a) *Appointment.* A visitors and tourism/cultural programs division manager shall be appointed by the director of community development. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 8. Subsection (a), Appointment, of Section 2-744, Building Official, of Division 4, Inspection Services Division, of Article VI, Department of Community Development, 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 Subsection (a), Appointment, of Section 2-744 is enacted in lieu thereof, as follows:

Sec. 2-744. Building official.

- (a) *Appointment.* A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 9. Subsection (a), Appointment, of Section 2-780, Manager, of Division 5, Recreation and Community Programs Division, of Article VI, Department of Community Development, 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 Subsection (a), Appointment, of Section 2-780 is enacted in lieu thereof, as follows:

Sec. 2-780. Manager.

- (a) *Appointment.* A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

- Section 10. Subsection (a), Appointment, of Section 2-837, Manager of Operations and Maintenance, of Division 2, Operations and Maintenance Division, of Article VII, Department of Public Works, 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 Subsection (a), Appointment, of Section 2-837 is enacted in lieu thereof, as follows:

Sec. 2-837. Manager of operations and maintenance.

- (a) *Appointment.* The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 11. Subsection (a), Appointment, of Section 2-865, City Engineer, of Division 3, Engineering Services Division, of Article VII, Department of Public Works, 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 Subsection (a), Appointment, of Section 2-865 is enacted in lieu thereof, as follows:

Sec. 2-865. City engineer.

- (a) *Appointment.* A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 12. Subsection (a), Appointment, of Section 2-876, Water Reclamation Manager, of Division 4, Water Reclamation Division, of Article VII, Department of Public Works, 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 Subsection (a), Appointment, of Section 2-876 is enacted in lieu thereof, as follows:

Sec. 2-876. Water reclamation manager.

- (a) *Appointment.* A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~ The manager will also serve as the superintendent of water reclamation.

[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. 3071

AN ORDINANCE **1)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-512, CONTROLLER/CITY TREASURER, OF DIVISION 2, FINANCIAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **2)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **3)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-572, CITY CLERK, OF DIVISION 4, PUBLIC RECORDS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **4)** AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-599, APPOINTMENT, POWERS AND DUTIES OF CITY ATTORNEY, OF DIVISION 5, LEGAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **5)** AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-613, APPOINTMENT, POWERS AND DUTIES OF HUMAN RESOURCES MANAGER; OF DIVISION 6, HUMAN RESOURCES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **6)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-690, PLANNING AND COMMUNITY SERVICES MANAGER, OF DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **7)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-717, MANAGER, OF DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **8)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-744, BUILDING OFFICIAL, OF DIVISION 4, INSPECTION SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **9)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-780, MANAGER, OF DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **10)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-837, MANAGER OF OPERATIONS AND MAINTENANCE, OF DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND **11)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-865, CITY ENGINEER, OF DIVISION 3, ENGINEERING SERVICES DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND **12)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-876, WATER RECLAMATION MANAGER, OF DIVISION 4, WATER RECLAMATION DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO OMIT REFERENCES TO CIVIL SERVICE LAWS IN THE APPOINTMENT OF NON-CIVIL SERVICE EMPLOYEES.

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

Section 1. Subsection (a), Appointment, of Section 2-512, Controller/City Treasurer, of Division 2, Financial Services Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment, of Section 2-512 is enacted in lieu thereof, as follows:

Sec. 2-512. Controller/city treasurer.

- (a) *Appointment.* A controller/city treasurer shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations.

[unchanged provisions omitted]

Section 2. Subsection (a), Appointment, of Section 2-537, Information Systems Manager, of Division 2, Information Systems Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment, of Section 2-537 is enacted in lieu thereof, as follows:

Sec. 2-537. Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations.

[unchanged provisions omitted]

Section 3. Subsection (a), Appointment, of Section 2-572, City Clerk, of Division 4, Public Records Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment, of Section 2-572 is enacted in lieu thereof, as follows:

Sec. 2-572. City clerk.

- (a) *Appointment.* A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and annual review of the city clerk's performance. Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.

[unchanged provisions omitted]

Section 4. Subsection (a), Appointment; Supervision, of Section 2-599, Appointment, Powers and Duties of City Attorney, of Division 5, Legal Services Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment; Supervision, of Section 2-599 is enacted in lieu thereof, as follows:

Sec. 2-599. Appointment, powers and duties of city attorney.

- (a) *Appointment; supervision.* A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance.

[unchanged provisions omitted]

Section 5. Subsection (a), Appointment; Supervision, of Section 2-613, Appointment, Powers and Duties of Human Resources Manager, of Division 6, Human Resources Division, of Article V, Department of Finance and Business Operations, 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 Subsection (a), Appointment; Supervision, of Section 2-613 is enacted in lieu thereof, as follows:

Sec. 2-613. Appointment, powers and duties of human resources manager.

- (a) *Appointment; supervision.* A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director.

[unchanged provisions omitted]

Section 6. Subsection (a), Appointment, of Section 2-690, Planning and Community Services Manager, of Division 2, Planning and Community Services Division, of Article VI, Department of Community Development, 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 Subsection (a), Appointment, of Section 2-690 is enacted in lieu thereof, as follows:

Sec. 2-690. Planning and community services manager.

- (a) *Appointment.* A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator.

[unchanged provisions omitted]

Section 7. Subsection (a), Appointment, of Section 2-717, Manager, of Division 3, Tourism/Cultural Programs Division, of Article VI, Department of Community Development, 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 Subsection (a), Appointment, of Section 2-717 is enacted in lieu thereof, as follows:

Sec. 2-717. Manager.

- (a) *Appointment.* A visitors and tourism/cultural programs division manager shall be appointed by the director of community development.

[unchanged provisions omitted]

Section 8. Subsection (a), Appointment, of Section 2-744, Building Official, of Division 4, Inspection Services Division, of Article VI, Department of Community Development, 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 Subsection (a), Appointment, of Section 2-744 is enacted in lieu thereof, as follows:

Sec. 2-744. Building official.

- (a) *Appointment.* A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development.

[unchanged provisions omitted]

Section 9. Subsection (a), Appointment, of Section 2-780, Manager, of Division 5, Recreation and Community Programs Division, of Article VI, Department of Community Development, 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 Subsection (a), Appointment, of Section 2-780 is enacted in lieu thereof, as follows:

Sec. 2-780. Manager.

- (a) *Appointment.* A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of community development.

[unchanged provisions omitted]

Section 10. Subsection (a), Appointment, of Section 2-837, Manager of Operations and Maintenance, of Division 2, Operations and Maintenance Division, of Article VII, Department of Public Works, 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 Subsection (a), Appointment, of Section 2-837 is enacted in lieu thereof, as follows:

Sec. 2-837. Manager of operations and maintenance.

- (a) *Appointment.* The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works.

[unchanged provisions omitted]

Section 11. Subsection (a), Appointment, of Section 2-865, City Engineer, of Division 3, Engineering Services Division, of Article VII, Department of Public Works, 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 Subsection (a), Appointment, of Section 2-865 is enacted in lieu thereof, as follows:

Sec. 2-865. City engineer.

- (a) *Appointment.* A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works.

[unchanged provisions omitted]

Section 12. Subsection (a), Appointment, of Section 2-876, Water Reclamation Manager, of Division 4, Water Reclamation Division, of Article VII, Department of Public Works, 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 Subsection (a), Appointment, of Section 2-876 is enacted in lieu thereof, as follows:

Sec. 2-876. Water reclamation manager.

- (a) *Appointment.* A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. The manager will also serve as the superintendent of water reclamation.

[unchanged provisions omitted]

INTRODUCED: _____ July 1, 2024

PASSED 1ST CONSIDERATION: _____ July 1, 2024

PASSED 2ND CONSIDERATION: _____ July 15, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (a) OF SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THAT CITY SPONSORED EVENTS AND ACTIVITIES ARE NOT SUBJECT TO A PUBLIC EVENT PERMIT.

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

Untitled Subsection (a) of Section 17-210, Public Events on City Property, of Article V, Parks and Regulations, 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 (a) of Section 17-210 is enacted in lieu thereof, as follows:

Sec. 17-210. Public events on city property.

- (a) Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee. City sponsored events and activities are not subject to this section.

[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. 3072

AN ORDINANCE AMENDING UNTITLED SUBSECTION (a) OF SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THAT CITY SPONSORED EVENTS AND ACTIVITIES ARE NOT SUBJECT TO A PUBLIC EVENT PERMIT.

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

Untitled Subsection (a) of Section 17-210, Public Events on City Property, of Article V, Parks and Regulations, 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 (a) of Section 17-210 is enacted in lieu thereof, as follows:

Sec. 17-210. Public events on city property.

- (a) Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee. City sponsored events and activities are not subject to this section.

[unchanged provisions omitted]

INTRODUCED: _____ July 1, 2024 _____

PASSED 1ST CONSIDERATION: _____ July 1, 2024 _____

PASSED 2ND CONSIDERATION: _____ July 15, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION "CLAY STREET" OF SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THE IDENTITY OF THE PARKING LOT NORTH OF CITY HALL.

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

Subsection "Clay Street" (Table) of Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, 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 Subsection "Clay Street" (Table) of Section 23-374 is enacted in lieu thereof, as follows:

Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
--------	----------------------------------

[unchanged provisions omitted]

Clay Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides of said street from the south curb line of West Third Street north a distance of 245 feet to the north line of the driveway-entrance to the city <u>hall</u> north police station parking lot, extended westerly, on Saturday mornings only

	commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the east side from the south curb line of West Third Street south a distance of 35 feet.
	On both sides from the south curb line of West Fourth Street south a distance of 48 feet.
	On the east side from the north curb line of West Fifth Street north a distance of 32 feet.

	On the west side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.

[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. 3073

AN ORDINANCE AMENDING SUBSECTION "CLAY STREET" OF SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THE IDENTITY OF THE PARKING LOT NORTH OF CITY HALL.

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

Subsection "Clay Street" (Table) of Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, 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 Subsection "Clay Street" (Table) of Section 23-374 is enacted in lieu thereof, as follows:

Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
--------	----------------------------------

[unchanged provisions omitted]

Clay Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides of said street from the south curb line of West Third Street north a distance of 245 feet to the north line of the driveway to the city hall north parking lot, extended westerly, on Saturday mornings only commencing with the first Saturday of

	May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the east side from the south curb line of West Third Street south a distance of 35 feet.
	On both sides from the south curb line of West Fourth Street south a distance of 48 feet.
	On the east side from the north curb line of West Fifth Street north a distance of 32 feet.
	On the west side from the north curb line of

	West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.

[unchanged provisions omitted]

INTRODUCED: _____ July 1, 2024

PASSED 1ST CONSIDERATION: _____ July 1, 2024

PASSED 2ND CONSIDERATION: _____ July 15, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION (1), PRINCIPAL PERMITTED USES, OF SECTION 26-165, R-2 RESIDENCE DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE AN OBSOLETE REFERENCE TO ANIMAL AND POULTRY HUSBANDRY.

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

Subsection (1), Principal Permitted Uses, of Section 26-165, R-2 Residence District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (1), Principal Permitted Uses, of Section 26-165 is enacted in lieu thereof, as follows:

Sec. 26-165. R-2 Residence District.

In the R-2 Residence District, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 Residence District, ~~but not including animal and poultry husbandry on any lands used or platted for residential purposes.~~

[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. 3074

AN ORDINANCE AMENDING SUBSECTION (1), PRINCIPAL PERMITTED USES, OF SECTION 26-165, R-2 RESIDENCE DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE AN OBSOLETE REFERENCE TO ANIMAL AND POULTRY HUSBANDRY.

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

Subsection (1), Principal Permitted Uses, of Section 26-165, R-2 Residence District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (1), Principal Permitted Uses, of Section 26-165 is enacted in lieu thereof, as follows:

Sec. 26-165. R-2 Residence District.

In the R-2 Residence District, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 Residence District.

[unchanged provisions omitted]

INTRODUCED: _____ July 1, 2024 _____

PASSED 1ST CONSIDERATION: _____ July 1, 2024 _____

PASSED 2ND CONSIDERATION: _____ July 15, 2024 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

July 15, 2024

The meeting of the Committee of the Whole met at City Hall at 5:45 p.m. on July 15, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman, Kelly Dunn, and Gil Schultz. Absent: none. 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 only item on the Committee of the Whole Agenda, Downtown Parking Discussion. Mayor stated this discussion is to provide direction to staff for next steps and introduced Fishbeck consultants Jon Forster and Josh Rozeboom via video conference. Forster provided a brief overview of occupancy, parking finances, paid parking in Downtown and a parking structure, some types of facilities, and fee in lieu of parking. Rozeboom provided examples of and options for different types of structures including cost per space to construct, mixed commercial or residential structures; he referenced height restrictions in Downtown and underground levels.

Councilmembers discussed potential for below-grade construction in Downtown, location of the example structures, private developer v. public construction with responses from City Administrator Gaines citing bedrock and water table level concerns to below-grade construction, and Forster and Rozeboom providing locations and differences between private and public development of facilities. Councilmembers also discussed starting with paid parking in the Downtown area and committing to implementing and enforcing it prior to planning the parking structure, fee in lieu of parking, capital outlay, possible referendum for a vote for General Obligation Bond, benefit of a mixed use structure as a way to grow Downtown, QR codes for parking/signage, bi-annual or annual parking counts to monitor metric and need for a structure, how to make information about paid parking more inviting and user friendly, and possibility to incentivize private construction. Schultz asked if the City is looking at and utilizing available real estate for parking including the railroad tracks/5th Street; Gaines responded that for every construction project, reconfiguration to maximize parking is reviewed and implemented where possible, and regarding the railroad tracks/5th Street, there is a grant pending for the project. Mayor Laudick encouraged Council to engage with all parties impacted by Downtown parking; Dunn encouraged collaboration and listening, not reactively responding to criticism but giving implementation of paid parking time to take effect, to help offset parking costs. Finance and Business Operations Director Jennifer Rodenbeck spoke about the railroad/5th Street reconfiguration, that Fishbeck's study had observed current lots and didn't see a better reconfiguration; develop what a paid parking system would look like to bring back to Council; that previously there was a "working parking committee" including Community Main Street and the College Hill Partnership and suggested a similar group; potential for more occupancy counts in 6 months or 1 year to show progress through data and determine need for a structure. Councilmembers further discussed previous parking studies, the paid parking implemented and then discontinued (due to COVID-19) in Downtown lots, type of kiosks and locations, use of kiosks vs. an app; Rodenbeck and Gaines responded regarding previous studies, discontinuation of paid parking, rolling out a paid parking plan, and location of kiosks and utilization of a combination of payment methods. Ganfield noted that searching online for parking options does not yield many results.

Ganfield moved to direct staff to come back with a paid parking fee structure in the scope of Downtown and College Hill for a unified system; seconded by Kruse. Ganfield moved for an addendum to have counts on an annual or bi-annual basis to determine when a structure would be needed; seconded by Crisman. Councilmembers then discussed use and value of parking studies and importance of the working parking committee. There being no public comment, the Mayor called for a voice vote. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried unanimously.

Meeting adjourned at 6:45 p.m.

Minutes by Katie Terhune, Administrative Supervisor




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: August 5, 2024

SUBJECT: Library Board of Trustees – Member Reappointment

REF: (a) Code of Ordinances, City of Cedar Falls §2-407: Library Board of Trustees

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following citizens for reappointment to a six year term:
 - Seth Chadwick, term ends 6/30/2030
 - Reginald Green, term ends 6/30/2030
 - Michael Sulentic, term ends 6/30/2030
2. Please contact me with any questions you may have about these reappointments.

xc: City Administrator
Jennifer Rodenbeck, Director of Finance & Business Operations
Kelly Stern, Library Director

###



OFFICE OF CITY ADMINISTRATOR

CITY OF CEDAR FALLS, IOWA

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

TO: Mayor Daniel Laudick and City Council Members
FROM: Ron Gaines, City Administrator
DATE: July 29, 2024
SUBJECT: Departmental Quarterly Reports Submission – April-June 2024

Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this quarterly report.

Encl: (1) City of Cedar Falls Departmental Quarterly Reports.

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CITY OF CEDAR FALLS

DEPARTMENTAL QUARTERLY REPORTS



April – June 2024

APRIL-JUNE 2024 QUARTERLY REPORTS

Table of Contents

Finance & Business Operations

Financial Services Division.....1

Human Resources Division.....3

Information Systems Division.....5

Legal Services Division.....8

Public Records Division.....9

Cedar Falls Library & Community Center.....11

Community Development

Inspection Services Division.....12

Code Enforcement Division.....14

Planning & Community Services Division.....16

Recreation & Community Programs.....21

Visitors & Tourism and Cultural Programs.....23

Municipal Operations & Programs

Engineering Division.....27

Public Works & Parks Division.....30

Water Reclamation Division.....31

Public Safety Services

Police/Fire Operations.....33

**FINANCE AND BUSINESS OPERATIONS
FINANCIAL SERVICES
2nd Quarter – Apr-May-Jun 2024**

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$104,259,870 invested in CD's and \$300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	8	\$25,849,500.00
CD's Purchased	10	34,014,500.00
PFMM Deposit	0	0.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$1,696,131.12

FY24 Budget

We received Departmental amendments to the FY24 Budget from each department in April. The certification resolution was published April 18, 2024, and the public hearing was set for May 6, 2024. The FY2024 budget amendment was approved by the City Council and the required state budget forms were filed with the Black Hawk County and Department of Management by the May 31st deadline.

FY25 Budget

On April 1st a public hearing was held at a Special City Council meeting regarding the proposed FY2025 Property Tax rate. The final FY2024-2026 Financial Plan was approved by the City Council at the April 15th Council Meeting. The state required budget forms were completed and filed with the Black Hawk County Auditor and Department of Management by the April 30th deadline. The state budget forms include the FY2025 budget figures as well as the FY2023 actual figures and the FY2024 projected figures.

Cedar Falls Health Trust Fund Board

The Cedar Falls Health Trust Fund Board met in May to review projected interest income and the amount available for distribution in FY26. The Board will meet again in July to finalize the amount of FY26 funding available.

FY24 Audit

Work began on the FY2024 Financial Audit in June and will continue through October. During May and June, financial services staff completed supply inventories with all departments in the City. The inventory will be included in the FY24 audit.

Miscellaneous Financial Activities

For April, May and June a total of 216 payroll checks and 2,652 direct deposits were processed. Accounts receivable were processed and 585 invoices were mailed out to customers for the quarter. 6,217 transactions for accounts payable were processed and approved by the City Council for payment and 1,619 checks were mailed out to vendors for the quarter.

**FINANCE & BUSINESS OPERATIONS
HUMAN RESOURCES
Apr-Jun 2024 Quarterly Report**

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meetings held 4/17, 5/1, 5/15, 6/5, 6/26
- Review of 17 contracts/agreements for required insurance
- Review and follow-up of 24 public event permit
- Renewed 2024-25 Public Entity Insurance
- On-going Annual Firefighter Physicals
- Job Classification/Recruitment/Employment tasks related to:
 - FT positions: Accountant, Administrative Assistant, Administrative Supervisor, Aquatics-Recreation Programs Supervisor, Assistant Equipment Mechanic, Civil CAD/GIS Technician, Construction Projects Manager, Engineering Technician I, Financial Technician, Fitness Coordinator, Maintenance Worker, Policy & Administration Specialist, Principal Engineer, and Public Safety Officer
 - PT positions: Administrative Assistant, Community Service Officer, Hearst Ceramics Lab Tech/Instructor, Hearst Education Office Assistant, Laborer, Library Assistant, Library Page, Maintenance Worker (Refuse), Police Reserve (external and internal/POC paid on call), and Tourism Intern
 - Seasonal/Special Purpose/Misc. positions: Aquatics, Hearst and Recreation Instructors, Recreation Front Desk and Programming, Seasonal Laborers, Administrative and Engineering Interns, and contracted Custodians
- An online application was implemented in June to improve accessibility for applicants and recruitment efforts
- Staff met with the Administrative Intern to explain HR processes and procedures
- Staff continues to participate in implementation/training sessions for the new HR/financial system
- HR staff members attended the May 23 Finance and Business Operations Department Meeting
- Several staff members continued to participate in a Volunteer Engagement Initiative with two sessions in April and one in May to improve volunteering efforts within the City. As a requirement of this initiative, staff is planning a 9/11 Day of Service volunteering event.
- Discussion continued with staff and legal regarding PERM/Green Card processing
- Annual performance evaluations were received for 2023 and processed for July 2024 pay increases
- 17 personnel policy revisions were approved by city council on May 6 and a new electronic acknowledgement was sent to all employees who have a City email. Hard copy acknowledgements were distributed and collected from employees with no email access.
- Creation of a Background Check Procedure Administrative Policy that reflects and adds on to current practice
- Revised conflict of interest form for elected officials was explained during the May 6 Committee of the Whole meeting with the form being approved by city council on May 20 to be used going forward
- Staff represented the City at Cedar Valley Career Fairs held on May 1, June 20, and June 25 at the Waterloo Center for the Arts and Waterloo Career Center
- DEI Committee held the following regular monthly meetings: April 29, May 29, and June 26
- DEI specialist attended the quarterly Advancing Equity in the Cedar Valley meeting on April 2

- ADA team completed the following ADA assessments: Pheasant Ridge Golf Course on April 25; Hearst Center on May 29; and Ice House and Big Woods fishing pier on June 24
- Hands Up Communications completed a demo of their interpretive platform on May 15 for identified users
- DEI specialist moderated a panel on World Refugee Day at the Barriers No More Summit and Career Fair at the Waterloo Career Center on June 20

BENEFITS & COMPENSATION

- Staff met with PDCM Insurance and finalized benefit plans and renewal numbers for FY25 plan year, including the switch from a Preferred Provider Organization (PPO) plan network to a Point of Service (POS) plan network, a slight increase in employee contribution rates, and a new benefit offering of supplemental life and accidental death and dismemberment (AD&D) insurance.
- Administrative Service Agreements and Stop Loss Policy with Wellmark related to the health insurance plan were approved by City Council in June.
- City-wide open enrollment period was held May 13 - June 10 with several informational benefit meetings offered for all fulltime employees
- HR Staff submitted a form with required information about the City's carved out pharmacy benefit plan to Wellmark that is required to be submitted annually going forward by the Consolidated Appropriations Act (CAA).
- HRA COBRA rates were researched and updated with WEX Health, Inc. based on prior year actual plan usage for fiscal year 2024.
- Benefits summaries were updated for use in new employee materials.

CIVIL SERVICE COMMISSION

- Preparations for and follow-up to the following meetings were completed: April 10 & 24, May 8 & 22, and June 4 & 19. Action items included testing related approvals, candidate approvals to test or interview, and hiring list certifications for most of the full-time positions previously noted.
- Staff updated commissioners of updated legislation related to changes to Iowa Code Chapter 400

HUMAN RIGHTS COMMISSION

- Preparations for and follow-up to the April 8, May 13, and June 10 regular commission meetings were completed
- HRC applicant interviews were completed on April 23 and May 1
- Preparations for and follow-up to the April 24, May 29, and June 26 executive committee meetings were completed
- Preparations for the HRC Meet and Greet on June 6 were completed

Finance and Business Operations Information Systems Division Second Quarter 2024 Recap

Summary of projects, training and staff activities

- We continued work on the new County Wide Dispatch project working on TraCS import with the Waterloo Police Department, Black Hawk County Sheriff's office and Central Square vendor. Testing was completed with TraCS citations, and arrests were imported into the RMS system properly, a weeklong report writer session was attended.
- Microsoft Defender recommendations were applied to our M365 environment which increased our security score from the low 20's to 78%.
- The library went live with their new Koha ILS system and new configurations were needed for multiple workstations and software to integrate with it.
- We have kicked off our migration to Windows 11 by having volunteers be in our test group.
- We had our kickoff meeting for the new Finance System and are currently working on scheduling and Chart of Accounts.
- Work continues implementing the Standard Municipal Index SharePoint site and website, we completed a soft roll out of the new Public Records Portal on our website.
- New/replacement cell phones, tablets, laptops, mini-PCs, and desktops were installed for multiple users.
- Falls Aquatic Center Technology Needs were implemented, new point of sale machines were purchased and installed with new credit card readers.
- Infrastructure work for the new Body Cameras updates was started, the new cameras should be connected to the physical network so cabling from the server room needed to be ran to each individual locker.
- New Library ILS was implemented.
- Completed our 2nd Disaster Recovery test in May.
- The last half of June was busy recovering from a Cyber Security incident that happened on the network. All clients and servers were touched to make sure that 3 pieces of cyber security software were installed on them. 2 new domain controllers, a Shieldware server and NCIC server were loaded from scratch has a precaution as well.

Graphic Design Activities

- **Hearst Center:** art sticker, summer booklet, event posters, title vinyl, garden signs
- **Tourism:** Panthers on Parade materials, digital sign, name tags
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, name plates, coin inserts, Currents Distribution, recreating old PS logos, Contractor Connections, Courier ad layout, HPC Event brochure/poster/filer, recycle signs, Fire Emergency Contact cards, stationary cards, languages chart, firefighter flier, HRC event poster/bookmarks, Police filer, Economic development

sheet, help with economic development promo item, budge book scanning, PS recruitment, fireworks materials, Gateway water logo.

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This quarter we produced 21 public meetings and produced 3 Currents Up Close new studio show, 1 Mayors Corner show, 6 High school sporting events, 3 High School non-athletic events, 1 UNI Event, 9 City News Shows, 5 sports Talk shows, 6 awards ceremonies and 20 Sturgis Falls events.
 - Public Access church services were encoded and programmed for 9 different church services.
- 21 Drone Flights were taken to capture film for the Cedar River Recreational Project, John Deere PEC, Rotary Club Plaza, Main Street Reconstruction, Cedar Falls High School, TC Panthers on Parade statues, UNI Fireworks area for preview story.
- 36 New City News Stories were created including: City of Cedar Falls Podcasts, Downtown Parking Discussion and Park Study, Falls Aquatic Center opening, Cedar Rive Recreation Project, Cedar Falls Fireworks Ordinance, Cedar Falls Pickleball Court Expansion and more.
- Channel 15 staff training for new CASTUS playback server and scheduling
- Installed new CASTUS video server to replace outdated Leightronix playback server. This new system will cut down on countless hours of double encoding files to prep for playback, saving hundreds of staff hours over the course of a year. It also prepares Channel 15 for the potential for video streaming in the future.
- Met with Cedar Falls Utilities about the potential to add video streaming services.
- Met with architects and Cedar Falls Schools staff to establish conduit path to the new high school gym.
- Met with architects and CF Schools staff to finalize football stadium conduit runs.

GIS Summary of projects

- GIS & related projects
 - Central Square Finance System Upgrade
 - Panthers on Parade
 - Sartori & High School site plans
 - Solid waste route updates
 - Flood map updates
 - Commercial licensing inspections
 - New unit's layer for commercial properties
 - 2024 aerial imagery review
 - Downtown parking structure committee
 - Downtown/College Hill storm sewer network project
 - Converted multiple plan sets for integration
 - Completed conversion of all existing web apps to new platform
 - Basemap files moved to new vector tile format
 - Sharepoint updates for gis links

- LAMA address update of subaddresses
- LAMA layers populating for permitting
- Pollinator and burn areas for Parks
- CFU integration with ArcGIS Online
- Aerial imagery conversion
- E Lone Tree Rd land use
- MS4 permit annual reporting
- Historic Preservation Commission mapping project
- Mileage summaries for Engineering
- Northern Cedar Heights reconstruction
- Linked pdf web maps
- Security software installation
- Regional GIS group topic discussion and possible collaborations
- Web/Db activities (32) for (6) departments
- Data requests (26) for (9) entities
- Maps (68) for (6) departments.
- Address changes/adds (127)

**LEGAL SERVICES
FINANCE & BUSINESS OPERATIONS
April - June 2024 Quarterly Report**

REPORT FROM SWISHER & COHRT – AUSTIN MCMAHON:

Traffic Court:

City Cases Filed: 361 (this number includes both City and State tickets)

Cases Set: 16 (Traffic) 7 (Code Enforcement)

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

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, revise, drafting or advice on 17 agreements
- North Cedar Heights area reconstruction real estate closings
- Draft several “clean-up” ordinances
- Draft City Administrator contract
- Research and advice on local preference
- Draft EEOC response
- Research and advise on health plan changes

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
April - June 2024**

Public Records Activity

Staff prepared agendas, minutes, and electronic packets for six Regular City Council meetings, one Special meeting, four Committee of the Whole meetings, six Planning & Zoning Commission meetings, and five Technical Review meetings. Meeting follow-up communications, minutes and legal documents were drafted, processed, recorded, and filed.

Responded to thirty-one (31) requests for public records.

Licenses / Permits Processed & Issued

128	Pet licenses
23	Annual Paw Park permits
4	Poultry licenses
38	Public Event permits
2	Sidewalk Café permits
4	Table & Chairs permits
2	Mobile Merchant permits
2	Tree Trimmer Licenses
6	Dumpster Permits
11	Cemetery Interment Rights
47	Liquor licenses and beer/wine permits
43	Tobacco/Nicotine permit

The unemployment rates for the month of March 2024 were 2.9% for the Waterloo-Cedar Falls Metropolitan Area, 3.1% in Iowa, and 3.9% in the U.S.

The unemployment rates for the month of April 2024 were 2.3% for the Waterloo-Cedar Falls Metropolitan Area, 2.8% in Iowa, and 3.5% in the U.S.

The unemployment rates for the month of May 2024 were 2.8% for the Waterloo-Cedar Falls Metropolitan Area, 3.2% in Iowa, and 3.7% in the U.S.

April - June

- Overview of Public Records Department with student intern.
- City Clerk attended Iowa Municipal Finance Officers Association in Des Moines.
- All staff completed online security awareness training.
- Staff finalized preparations and accommodations for the annual Business & Industry Awards luncheon and the event was held on May 2nd. Staff attended a follow-up Business & Industry meeting.
- Staff attended Hands Up Communication training.
- Staff attended the Finance & Business Operation Department Meeting.
- Meetings continued with the parking steering committee and a Parking Study presentation was given during the Committee of the Whole meeting on June 17.
- Assisted election officials with the primary election.

- Staff assisted with closings with the City Attorney.
- Scored surveys of candidates and filled the vacant position of Administrative Supervisor.

Parking Activity

Enforcement

2,438	Parking citations issued.
\$21,760.50	Citations paid.

Collection Efforts

\$4,100.86	Collections from delinquent parking accounts.
\$2,100.00	Vehicle immobilizations (42 vehicles).

Permits

\$5,685.00	Parking permits issued (119).
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Meter Collections

\$3,021.46	Paid parking.
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**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
APRIL-JUNE 2024**

Library Activity

Usage Statistics	April 2024	May 2024	June 2024
Customer Count	15,735	13,708	18,094
Circulation	33,192	34,027	40,972
Event Attendance	1,619	507	4,082

A few of the special library programs in April through June included the following:

- Spring gardening class series
- Lawyers in Libraries: Powers of Attorney and Living Wills, in collaboration with the Iowa State Bar Association, the State Library of Iowa, Iowa Legal Aid, and the Polk County Bar Association Volunteer Lawyers Project
- Cedar Valley’s Youth Read author-in-residence program with author Jennifer Nielsen
- Author talk by thriller author Heather Gudenkauf
- High tea program for teens
- Teen DIY hydroponics program
- Summer Library Program for all ages beginning June 3

Community Center Activity

Programs at the Community Center during the first quarter of 2024 included a paint-along in collaboration with the Hearst Center for the Arts, line dancing, open art studio, cards, billiards, senior fitness classes, live music, ceramics, and a song share during which local musicians perform covers and their own original compositions. Rentals included an awards banquet, a memorial gathering, a volunteer appreciation event (city event--no charge), graduation parties, a Human Rights Commission meeting (city event—no charge), a family gathering, a church service, and a school reunion.

City of Cedar Falls
 Community Development
 Inspection Services Division
 Quarterly Report for:

April 1, 2024 - June 30, 2024

Total for Quarter **\$33,550,097.00**
 Total for Fiscal Year **\$107,803,906.00**
 Total Same Month - LAST YEAR **\$7,868,903.00**
 Total for Fiscal Year - LAST YEAR **\$80,741,077.00**

Construction Type	Monthly Summary						Yearly Summary					
	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees
Single Family New Construction	32	0	\$11,010,723.00	\$78,566.15	\$0.00	\$0.00	89	0	\$31,810,021.00	\$218,324.40	\$0.00	\$0.00
Multi-Family New Construction												
Res Additions and Alterations	281	0	\$3,530,548.00	\$62,321.00	\$200.00	\$0.00	958	0	\$14,297,484.00	\$229,813.40	\$200.00	\$0.00
Res Garages	13	0	\$180,955.00	\$3,568.00	\$0.00	\$0.00	45	0	\$970,417.00	\$14,662.20	\$0.00	\$0.00
Commercial/Industrial New Construction	3	0	\$9,269,370.00	\$44,165.50	\$0.00	\$0.00	13	0	\$41,810,169.00	\$193,004.65	\$0.00	\$0.00
Commercial/Industrial Additions and Alterations	34	0	\$9,452,576.00	\$51,961.10	\$0.00	\$0.00	119	0	\$17,124,227.00	\$109,627.90	\$0.00	\$0.00
Commercial/Industrial Garages	3	0	\$22,500.00	\$615.00	\$0.00	\$0.00	5	0	\$29,375.00	\$887.00	\$0.00	\$0.00
Churches	3	0	\$83,400.00	\$1,154.00	\$0.00	\$0.00	7	0	\$949,900.00	\$7,314.40	\$0.00	\$0.00
Institutional, Schools, Public, and Utility	1	0	\$25.00	\$25.00	\$0.00	\$0.00	12	0	\$777,313.00	\$3,988.40	\$0.00	\$75.00
Agricultural/Vacant							1	0	\$35,000.00	\$503.00	\$0.00	\$0.00
Plan Review	24	0	\$0.00	\$57,732.00	\$100.00	\$0.00	90	0	\$0.00	\$189,768.00	\$100.00	\$0.00
Total	394	0	\$33,550,097.00	\$300,107.75	\$300.00	\$0.00	1339	0	\$107,803,906.00	\$967,893.35	\$300.00	\$75.00

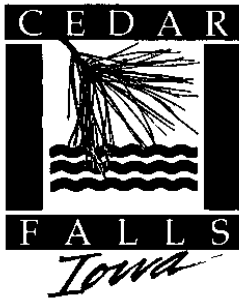
City of Cedar Falls
 Community Development
 Inspection Services Division

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	139	0	\$0.00	\$13,162.20	608	0	\$0.00	\$59,028.90
Mechanical	207	0	\$0.00	\$16,704.00	889	0	\$0.00	\$76,923.00
Plumbing	223	0	\$0.00	\$16,841.00	884	0	\$0.00	\$66,555.50
Refrigeration					5	0	\$0.00	\$940.00
Total	569			\$46,707.20	2386			\$203,447.40

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	9	0	\$0.00	\$1,350.00
Mechanical	1	0	\$0.00	\$150.00	4	0	\$0.00	\$450.00
Plumbing	1	0	\$0.00	\$150.00	4	0	\$0.00	\$600.00
Refrigeration								
Total	3			\$450.00	17			\$2,400.00

Building Totals	394	0	\$33,550,097.00	\$300,107.75	1339	0	\$107,803,906.00	\$967,893.35	\$300.00	\$75.00
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Grand Total	966	0	\$33,550,097.00	\$347,264.95	3742	0	\$107,803,906.00	\$1,173,740.75	\$0.00	\$0.00
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DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Code Enforcement Quarterly Report
Inspection Services Division

DATE: July 8, 2024

SUBJECT: 4th Quarter FY2024 Code Enforcement Report
 April 1, 2024 – June 30, 2024

Violations:

	FY23	Q1	Q2	Q3	Q4	FY24
Total	723	262	306	396	602	1828
Grass	288	89	20	1	268	378
Building Maintenance	55	42	17	12	50	121
Snow and Ice	143	0	13	129	0	142
Exterior Storage	45	28	111	91	59	289
Inoperable/abandoned Vehicles	7	6	7	7	14	34
Refuse container	23	3	28	64	14	151
Materials in ROW	55	36	30	23	23	112

Abatements completed by a City Contractor (mowing, snow removal, court order):

	FY23	Q1	Q2	Q3	Q4	FY24
Total	102	14	2	11	36	63

Citations Issued:

	FY23	Q1	Q2	Q3	Q4	FY24
Total	5	0	2	2	6	10

Total Number of Properties assessed Landlord Accountability Points:

	FY23	Q1	Q2	Q3	Q4	FY24
Total	250	47	36	20	19	122

*Due to the change in snow ordinance Landlord accountability points were not issued in FY24 for snow and ice violation

Proactive Enforcement (walking neighborhoods):

	FY23	Q1	Q2	Q3	Q4	FY24
Properties Viewed	Not documented	656	235	114	302	1963
Properties with violations	Not documented	46	22	1	16	85

**PLANNING & COMMUNITY SERVICES DIVISION
QUARTERLY REPORT
Q2 - 2024**

CASES:

Planning & Zoning Commission – Meetings were held on April 10, April 24, May 8, May 22, June 12, and June 26.

Project Name / Owner	Case Number(s)	P&Z Discussion/ Actions	Approval/Denial by Council
Preliminary Plat- Panther West Additions Owner: Panther Farms LLC	PP23-009	Introduction 3/27/2024 Approval 4/10/24	Approved on 5/06/24
Rezoning – 2300 Main Street, 2216 Main Street, and 127 E 23rd Street; West of Main Street; North of E Seerley Blvd. Owner: Seven D LLC	RZ24-002	Introduction 3/27/2024 Approval 4/10/24	Public Hearing: 5/20/2024 Approved on 6/17/24 (3 rd Reading)
Street Vacation – Portion of Alley between Longview Street and Cedar Street Adjacent Owner/Purchaser: Arthur Hesse	VAC24-001	Introduction/ Approval 4/24/24	Set date of public hearing on 5/20/24. Public hearing: 5/14/2024
Minor Plat –West Fork Crossing 1st Addition Lot 25 and Lot 26 Minor Subdivision Plat Owners: Emsad and Edita Begic	MPT24-001	Introduction/ Approval 5/8/24	Approved on 5/20/2024
HWY-1 Site Plan – Boulder Tap House Restaurant on Lot 3 of Pinnacle Prairie Commercial South, Phase V, and Lot 2 of Phase VI Owners: L&M Investments, LLC; Oster Partners, LP	SP24-001	Introduction/ Approval 5/8/24	Approved on 5/20/2024
MU District Master Plan Amendment – Western Homes Owner: Western Home Communities	MP24-003	Introduction/ Approval 5/22/24	Approved on 6/3/2024

PC-2 District Master Plan Amendment – 924 Viking Rd Owner: HI YIELD LLC	MP24-001	Introduction/ Approval 6/12/24	Approved on 7/1/2024
Minor Plat – Geisler Minor Plat No. 1 Owner – Jake Geisler	MPT24-003	Introduction/ Approval 6/12/24	Approved on 7/1/2024
College Hill Neighborhood Overlay District Design Review – 2511 Franklin St. Owner – Jake Geisler	DR24-005	Introduction/ Approval 6/12/24	Approved on 7/1/2024
Final Plat – The Arbors Fifth Addition Owner: Midwest Development Co.	FP24-001	Introduction/ Approval 6/26/24	Pending
Preliminary Plat – North Cedar Estates Owner: Jim Sands	PP23-007	Introduction 6/26/24 Further consideration on 7/24/2024	Pending

Residential Rental Reviews:

<u>Address</u>	<u>Units</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>GRC</u>	<u>BRHA</u>
5110 University	1	4	3 with conditions	4/2/2024	NA
113 Barnett	1	4	4 with conditions	4/16/2024	NA
526 W 8 th / 804 Iowa	2	5	5	4/16/2024	NA
2511 Franklin	1	4	3	4/16/2024	NA
4318-20 Cherrywood	2	3/unit	2/unit	4/16/2024	NA
219 Clark	1	4	4	5/7/2024	NA
1512 W 2nd	1	3	3	5/7/2024	NA
1821 Clay	2	2/unit	2/unit with conditions	5/7/2024	NA
1918 Tremont	1	3	3	5/7/2024	NA
110 E 15 th	1	4	2	5/21/2024	NA
2204 Franklin	1	3	3	5/21/2024	NA
2216 Merner	5	10	6	5/21/2024	NA
915 Tremont	2	2/unit 1, 1/unit 2	2/unit 1, 1/unit 2	6/4/2024	NA

			with conditions		
2130-32 Waterloo	2	4/unit 1, 2/unit 2	3/each unit with conditions	6/4/2024	NA
2215 Washington	1	3	2	6/4/2024	NA
220 E 9th	1	4	4	6/18/2024	NA
422 Heritage	2	4/unit	3/unit	6/18/2024	NA
525 Clair	2	4/unit	2/unit	6/18/2024	NA
712 Main	1	4	4	6/18/2024	NA
712 Spruce Needle	1	3	3	6/18/2024	NA
716 Spruce Needle	1	3	3	6/18/2024	NA
926 W 14 th	1	4	3	6/18/2024	NA
1004 Tremont	1	8	3	6/18/2024	NA

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Meeting Dates	Agenda Items Discussed
Board of Adjustment	No Meetings held	<ul style="list-style-type: none"> Election of Officers
Housing Commission	4/17/24 5/15/24 6/19/24 (no quorum) 6/20/24	<ul style="list-style-type: none"> Supporting the Development of Housing Trust Fund HCV Waitlist Preference changes Housing Commission goals Recommendation to approve the Consolidated Plan and Annual Action Plan
College Hill Partnership	4/22/24 5/9/24 6/13/24	<ul style="list-style-type: none"> New board elected at April Annual Mtg New board elected officers in May- Kyle Dehmlow elected president. \$10,000 Marketing grant approved by CF- discussion of use of the funds Discussed revisiting strategic planning/goal setting for the group Informed of upcoming zoning code update project for College Hill. Discussed Homecoming events Discussed donation to Seerley Park renovations – no decision made
Historic Preservation Commission	4/9/24 5/14/24 6/11/24	<ul style="list-style-type: none"> Successfully hosted an educational event, sharing history of the North Cedar Neighborhood on June 14th, 2024. CLG Grant for recon survey of the Overman Park Neighborhood area project agreement has been approved. RFP is being prepared to seek consultants to work on the CLG Grant project

Bicycle and Pedestrian Commission	4/2/24 5/7/24 6/4/24	<ul style="list-style-type: none"> Submitted a Currents article for the Summer Currents Coordinated efforts surrounding events of May Bike Month Discussed Major Thoroughfare Plan and Connectivity Standards
Community Main Street Design Committee	4/19/24 5/17/24 6/21/24	<ul style="list-style-type: none"> Discussed proposed façade changes to 408-412 Main St, and the upcoming new mixed-use building proposal at 123 E. 3rd Street. Discussed Challenge Grant applications including exterior updates to the Black Hawk Hotel for outdoor patio area, interior updates to upper-level apartments at 122-124 Main Street and both exterior and interior updates to the building at 109 E. 2nd Street.
North Cedar Neighborhood Association (NCNA)	4/8/24 5/13/24 6/10/24	<ul style="list-style-type: none"> Updates on the Historic tour of North Cedar this summer Fire Chief Zolondek and team presented fire safety tips Updates on community events such as the Panthers on Parade, Fireworks over the Dome, Fireworks Limitations, Updates on Island Park and Big Wood Park.

PERMITTING

- 332 land use permits were issued.

OTHER PROJECTS FOR Q2 2024:

- The Federal Rail Administration is expected to publish another notice of funding opportunity in July 2024 for the Railroad Crossing Elimination Grant which the City last applied for in Fall 2022. Preparations are underway to update our application, include additional partners, and to resubmit by the anticipated deadline.
- Ongoing effort to address enforcement of rental paving ordinance.
- Working on the Major Thoroughfare Plan and related street standards and associated subdivision code street connectivity standards.
- Various enforcement actions related to zoning and rental code violations.
- Published the RFP for the Parks Master Plan in coordination with PW and Recreation Services. Received eight proposals, which are under review.

ECONOMIC DEVELOPMENT:

- Coordination with consultant for the expansion of the West Viking Road Industrial Park.
- Met with an existing business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended bi-monthly Cedar Falls Economic Development Corporation board meetings.
- Attended *Good Morning Cedar Valley* hosted by Grow Cedar Valley.
- Attended Business and Industry Awards Luncheon honoring local businesses.
- Attended the SelectUSA Investment Summit in Washington DC, in order to promote the City of Cedar Falls to international businesses looking to expand or locate in the United States.

- Attended DEV2024 Economic Development Conference in Cedar Rapids.
- Provided industrial park site information for an out-of-state company.
- Presented residential development incentive options to City Council.
- Processes annual tax rebates for a number of businesses with current rebate agreements.
- Met with a developer interested in doing a project in the Cedar Falls Industrial Park.
- Met with an out of state business interested in a site in the Northern Cedar Falls Industrial Park.
- City Council approved asbestos abatement contract for the removal of asbestos materials on 3 houses the City recently acquired adjacent to the West Viking Road Industrial Park.

CDBG

- Working with Waterloo on HOME projects – home rehabilitation projects.
- Held public hearings for the 5-year Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing, partnering w/Waterloo as a consortium, as required by HUD.

HOUSING CHOICE VOUCHER PROGRAM

Units under Contract	219	New Applications	94
Vouchers Issued	15	Waiting List (Preference 1)*	63
Top of List Letters	57	Waiting List (Total)	882

*Preference 1 = elderly, disabled, and families with dependent children (living in Cedar Falls)

ADD A DOLLAR REPORT

There were 35 applications received for utility assistance in Q2 2024 for a total of \$15,661.82. There was a balance of \$60,836.82 as of June 30, 2024.

RECREATION & COMMUNITY PROGRAMS

Quarterly Report for April – June 2024

Administrative:

- Office Assistants and Front Desk Staff completed the Kevin Mitnick Security Awareness training.
- Administrative Supervisor completed annual inventory and supply checks.
- Completed the hiring process for four new Front Desk Staff employees.
- Front Desk Staff, Mackenzie Howard was promoted to Office Assistant.

Rec & Fitness Center	2024	2023
Rec Center Daily Admission	\$12,154.81	\$9,376.22
Rec Memberships Sold	\$63,717.42	\$57,682.14
Daily Member Check In	30,168	27,116
Child-Care	133	106
Concessions Sold	\$1,250.15	0
Rec Center Rentals	42	29
Ballfield Rentals	655	624
Shelter Rentals	149	171
Beach House Rentals	13	20
Pickleball Court Rentals	25	13
Rec Concessions	\$2,085.87	\$0

Aquatics:

- Mickey Divine was hired as the new Aquatics Supervisor.
- The Falls Aquatic Center opened for water walking and recreational swim on June 1st.
- Held a Storybook Reading session with 15 kids at The Falls for the first time.
- Completed the spring session for swim lessons.
- Session I and II swim lessons took place with 750 participants.
- Five individuals went through their Lifeguard Recertification.

Aquatics Participation	Indoor		Falls	
	2024	2023	2024	2023
Swim Passes Sold	0	0	4,966	4,497
Open Recreational Swimming/Lap Swimming	1,241	1,084	28,303	29,788
Aquatic Program Usage	8,225	7,813	5,852	6,678

Recreation Programs:

- Summer programs kicked off with great attendance.
- Almost 2,000 hours of ballfield usage rentals in the period.
- Our new Parent Coach Evening T-ball Program began.
- Youth Soccer took place at the CVCA for the first time with great attendance.

Program	Enrolled/ est. team members	Meetings /Games	2024 Contacts	2023 Contacts
Youth Soccer	49	3	147	504
Adult Pickleball League	4	135	540	488
Racquetball League	12	10	120	143
Coach Pitch Baseball	87	12	1,044	1,087
Coach Pitch Softball	47	12	564	516
Softball 3rd & 4th	28	31	868	551
Baseball 3rd & 4th	32	31	992	513
Baseball 5th & 6th	26	31	806	494
AM baseball/softball camps	35	6	210	678
Youth Tennis Lessons	158	6	948	924
Youth Rugby	37	2	74	162
Adult Softball Men	24	38	912	456
Adult Softball Church	24	23	552	240
Adult Softball Mixed	24	33	792	480
Bags League	4	30	120	96
Camp Cedar Falls	98	15	1,470	1,440
Sport Tots	95	2	190	94

Fitness/Wellness:

- We hosted a specialty “Cycle de Mayo” class in May.
- Our outdoor yoga and fitness classes at the Plaza kicked off in May and have been very popular!
- May was “Mental Health Awareness Month” so we put together a public health awareness board focusing on the benefits of exercise and physical activity for mental health.
- We offered an “Easy Riders” cycling class for active agers and beginner riders.
- We hosted a “Pop’s Day Pop-Up Ride” in celebration of Father’s Day.
- We installed a Cycling Wall of Fame in the Cycle Studio.

Fitness/ Wellness	2024 Participation	2023 Participation
Fitness Classes Offered	663	656
Fitness Class Attendance	8,258	7,627
Personal Training Sessions	297	358
Massages:	211	217

TOURISM COMMUNITY DEVELOPMENT April - June 2024

MEETINGS/CONFERENCES/SPORTS/GROUPS

- Cedar Falls hosted 10 conferences, 5 sporting events, and 3 tradeshow for an estimated economic impact of over \$6,559,522 for April - June events that had Cedar Falls Tourism staff engagement. These events generated 2,823 hotel room nights and had over 73,660 attendees.
- Notable events this quarter include: Iowa Square Dance Convention, two Iowa 7v7 youth football tournaments, Iowa State Trap SCTP and the community's Sturgis Falls Celebration/Cedar Basin Music Festival.
- Secured 14 conferences/events for 2024-2026.
- Generated seven new leads, hosted three event planners for site visits, and submitted eight proposals for potential future events.
- Staff worked with a motorcoach planner on five trips for summer 2025. Assisted one motorcoach tour in June 2024.
- Staff arranged volunteers to assist with Iowa 7v7 Football, Iowa Airport Convention, and Iowa High School Girls State Golf.

LEISURE TOURISM

- A digital ad campaign promoted Spring biking getaways began in April targeting Minnesota and Wisconsin. The campaign switched to family adventures in May-June.
- Panthers on Parade including 27 TC mascots placed at sponsor locations was launched with thousands engaging through an app, map, or booklet to visit each one.
- An intern from UNI is assisting with Panthers on Parade promotions this summer.
- Staff assisted with Fireworks Over the Dome.
- Updated route and materials for the Black Hawk County Barn Quilt tour.
- The Behrens-Rapp Station is open for the summer, providing a downtown information resource.
- Staff is working on application to be named an American Discovery Trail, Trail Town.
- Assisted with Great American Rail Trail (GART) 5th Anniversary events in May, worked with cities in Cedar Valley on new GART signs to mark the official route, assisted with trail etiquette updates.
- Volunteers shared Cedar Falls information at UNI Visit Days, assisted with Visitor Center coverage and other tourism related tasks.
- Cedar Falls Visitor Center welcomed guests from AZ, FL, GA, IA, IL, IN, KY, MD, MN, NC, NH, NV, NY, SD, TX, WA.

COLLABORATION

- Staff joined UNI Sesquicentennial Planning committee and served as a judge for UNI's Community Engagement Celebration Day.
- Attended Iowa Travel Industry Partners Annual Meeting and Board Meeting.
- Spoke to Cedar Valley Intern Connect Program about things to do in Cedar Falls.
- Attended Cedar Valley Sports Commission Board Meetings.
- Attended Iowa Cultural & Entertainment District Committee Meeting.
- Presented four partners Tourism Torch Awards to celebrate Tourism Month in May.
- Produced the following e-newsletters: All Access - a monthly calendar for all, Weekender leisure tourism news for visitors, and Tourism on Tap – a quarterly update for tourism partners.
- Processed 7 Special Trails Registrations – notifying jurisdictions and working with applicants.

**TOURISM
COMMUNITY DEVELOPMENT
April - June 2024**

	Apr-Jun 2024	Apr-Jun 2023
Visitor Center Traffic	3,001	1,689
Website Traffic + CV365.com	42,089	36,340
Facebook	11,266	10,708
Instagram	2,850	2,580
LinkedIn	897	562
Visitor Guide Distribution	2,581	4,551
Ad Campaign Impressions	2,424,492	1,547,868
Volunteer Hours	181	189

**CEDAR FALLS COMMUNITY DEVELOPMENT
CULTURAL PROGRAMS, THE HEARST**
Quarterly Report | Apr – Jun 2024
Cory Hurless (she/her), Cultural Programs Supervisor



HEARST HIGHLIGHTS

- Several exhibition highs for the Hearst this quarter – our 2024 *Cedar Falls Student Art Exhibition* had a record-breaking opening reception with **over 550 in attendance**. Cory’s brainchild, *BIG IDEAS: tiny art* proved to be a successful endeavor, with **77 submissions from all over Iowa**, the exhibition was a cover feature story in the WCF Courier in June. We have had travelers come to Cedar Falls just to view the exhibit, from Ames, Council Bluffs, and as far away as Bath in the UK. Our summer also has on display our blockbuster show *Personal to Political: Celebrating the African American Artists of Paulson Press*, on display from June 7 to September 1. The Hearst collaborated with Des Moines artist Emmett Phillips to deliver the free workshop **“Praise the A’s, African Art and Activism in America”** on June 13.
- Cory has started a new local artist display program in the classroom level – with a rotation of local painters showing their work for sale. Artists have their work on view for 2 months, with a reception at the end of their display period. The pilot artist Bradford Mattox sold 3 paintings for his show. Now on display is local oil painter Marion Wiley, with her work up in the classroom level gallery wall until the end of July.
- Cory also launched the “Roundabout Cedar Falls” public art mobile tour this spring, working with Abby on logistics and marketing.
- The Hearst’s humanities programming had a successful spring season with the following highlights;
 - Final Thursday Reading Series wrapped up its season, there was a marked increase and participation this past year with the event’s “open mic” sessions – locals reading their own writing. Also held a successful book reading event “Rosie the Riveters of Iowa”.
 - The Hearst’s live music calendar was filled this spring with concerts from UNI’s popular “Midday Melodies” program, the Iowa Chamber Music Collective, Outdoor “Beer Choir” with the Met Chorale, The Jazz Trio, and a peak attendance of **250** for the **Carter Guse Outdoor Concert** in the Hearst Gardens on June 6
 - The Hearst is working with the Art and Culture Board on new Iowa film programming, in April we held a public screening of local filmmaker Joe Frenna’s *Hotspots of Waverly*, over **115** people came to enjoy the film. Red Herring theater also continued its popular offerings this spring, with *All My Sons* in May.
- Youth Classes: Summer camp season started the week of June 10, with the theme “Our Wild World”. The Education Team has collaborated with UNI Biology and Art Education students to create all new lesson plans and programming each week of its 6-week run. All sessions have **full registration**. Messy Mornings, Teen Art Club, continued their sessions April and May with **full registrations**. Cultivating Creativity Saturday sessions took place in April, theme “Playful Printmaking”, **full registration**.
- Pilot program: Business of Art: this new free series was offered in April, the Hearst hosted speakers to talk to the public about how to start a new business, how to grow social media following, tips for creating posts and patreon accounts, and how to manage a physical shop. It was a successful pilot with very good engagement and feedback from attendees. We plan to continue the series next year.
- Adult Classes: We piloted quite a few new or revised concept classes in spring; Wildlife photography, Chinese Calligraphy, Intro to Guitar, Personal Geographies, Spring Planters, Mothers Day Card Workshop, Plein Air Painting, and Art Can Help workshops. All listed had at least 60% registration.

The most successful repilot class was Figure Drawing, with **full registration and a waiting list**, with start making this a regular offering based on feedback. All wheel ceramics classes were **full registration**. Tiny Art Workshops also took place in April and May – free thanks to the Arts Midwest grant.

- **CAFÉ Outreach** efforts continued in April-June with art activity sessions conducted for Northstar, the Community Center, and Pathways Behavioral Services. We completed our pilot monthly art sessions for the local Homeschool Cedar Falls network April and May. We also hired a new Education Assistant to administrate the Café program: Liuda Lebedeva.

Hearst By The Numbers

Hearst Center for the Arts Activity Report - Cultural Division FY24

	April	May	June
OVERALL ATTENDANCE			
Door Counter + any virtual events	1817	1518	1620
FREE SERVICES - ATTENDANCE DETAIL			
Exhibition (walk-in)	209	378	407
Special Events (lectures, concerts, film, performance, free workshops)	947	308	387
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	54	24	0
Community Meetings (ACB, Friends, etc.)	35	20	18
Thursday Painters + Majong (add both together)	119	103	115
Tours	0	23	0
Total Free Services Attendance	1364	856	927
OUTREACH & VOLUNTEER SVC.			
Volunteers (total number)	8	4	4
Volunteer Hours	26	18.5	9
Offsite Outreach Attendance	13	18	15
PAID SERVICES - ATTENDANCE DETAIL			
Family Workshops	20	21	0
Youth Classes	99	41	0
Adult Classes	143	115	60
Messy Mornings	82	91	0
Camps	0	0	551
Rentals	57	298	53
Ceramics Lab	25	50	35
Total Paid Services Attendance	426	616	699
MEMBERSHIPS			
Total Friends Memberships	243	253	255
New/Renewed this month	13	10	6
DIGITAL TRAFFIC			
E-News Subscriptions	1,124	1,126	1,130
Facebook Followers	3,688	3,766	3,860
Instagram Followers	1,255	1,265	1,280
Web views	1,560	1,300	1,192

ENGINEERING DIVISION

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Alley/Storm Water	RC-000-3335	2024 Alley Reconstruction	Reconstruction	Construction Underway	\$390,980.25	Engineering Division /Boulder Contracting, LLC
Bridge	BR-000-3259	2024 Bridge Inspections	Inspections	Final Out Remains	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Final Out Remains	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Construction Underway	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Final Out Remains	\$150,000	Engineering Division
Parks	PI-000-3331	Orchard Hill Park Pickleball Court Expansion Project	New Construction	Construction Underway	\$500,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Construction Underway	\$800,000	Water Reclamation/ Snyder
Santiary	SA-000-3316	2023 Santiary Sewer Rehab	Sanitary Sewer	Complete	\$250,000	Engineering/Water Rec
Santiary	SA-000-3325	2024 CDBG Santiary Sewer Rehab	Sanitary Sewer	Complete	\$140,000	Engineering/Water Rec
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3324	2024 Sidewalk Assessment	Sidewalks & Trails	Contracts	\$146,052	Engineering Division/JQ Construction
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	DOT Final Out Remains	\$510,299	Engineering Division/Snyder
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Final out Remains	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3299	2023 Street Construction	Street Repair	Punch List Remains	\$2,664,055.20	Engineering Division PCI
Streets	RC-000-3337	2024 Street Restoration	Street Repair	Construction Underway	\$1,023,036.30	Engineering Division PCI
Streets	SC-000-3339	2024 Seal Coat	Resurfacing	Contracts	\$200,000	Engineering Division
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Final Out Remains	\$6,000,000	Snyder
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Final Out Remains	\$2,450,000	Snyder/ K. Cunningham
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Final Out Remains	\$3,400,000	Shive Hattery
Streets	TS-000-3294	Hudson Road & Various Int	Final Out	Final Out Remains	\$730,000	K&W / Snyder
Streets		HWY 58 & Ridgeway	Reconstruction	Construction Underway		AECOM / Iowa DOT
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Construction Underway	\$7,800,000	Snyder
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Final Out Remains	TBD	AECOM
Streets	CP-197-3244	Ashworth Drive Construction	Recon	Construction Underway	TBD	Engineering Division
Streets	MC-000-3206	Center Street Street Scape	Recon	Final Out Remains	TBD	Engineering Division/Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Final Out Remains	\$8,700,000	Snyder

ENGINEERING DIVISION

<i>Project No.</i>	<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Contractor/Developer/Eng.</i>
SU-330-3312	Arbors Fifth Addition	New Subdivision	Construction Underway	Skogman/CGA
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	BNKD Inc./CGA
SU-195-3329	Hidden Pines	New Subdivision	Construction Underway	Dave Schmitt/LGC
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	Nelson Construction & Development
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 1st Addition	New Subdivision	Maintenance Bond	New Aldea/Fehr Graham
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 2nd Addition	New Subdivision	Maintenance Bond	New Aldea/Fehr Graham
TBD	West Fork Crossings	New Subdivision	Maintenance Bond	Panther Farms/ISG
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Maintenance Bond	Panther Farms/CGA
SU-454-3257	Wild Horse 6th Addition	New Subdivision	Maintenance Bond	Panther Farms/CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	Panther Farms/CGA
TBD	North Cedar Estates	Jim Sands	Preliminary Plat	Jim Sands/VJ Engineering
TBD	Panther West	Panther Farms	Preliminary Plat	Panther Farms/Brewer Engineering
TBD	Paririe Winds 6th	Panther Farms	Preliminary Plat	Panther Farms/Brewer Engineering

ENGINEERING DIVISION

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Approved	-----	Dahlstrom	Active
Community United Child Care	Nordic Drive	Approved	Approved	CUCCC	Active
D&D Midwest Investments	5630 Westminster Drive	Approved	Approved	VJ	Active
Creekside Condos	Cedar Heights/Valley High	Approved	Approved	Larson/Fehr Graham	Pending
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
Midway Drive Storage Units	3717 Midway Drive	Approved	-----	Owner/VJ	Active
Pinnacle Prairie Senior Living	Prairie Parkway	Approved	Approved	Nelson/Axiom	Active
River Rec Area	Cedar River	Approved	-----	City of Cedar Falls	Active
The Cove at Spruce Hills	Spruce Hills Dr	Approved	-----	Owner/Snyder	Active

Operations and Maintenance Division

Department of Public Works

April, May, June 2024

Streets Section:

- Street Sweeping and pothole repair was performed throughout the City
- 33 manhole boxouts were repaired or replaced
- Several utility and sewer repairs were completed
- Flood control activities were conducted during recent high water events
- Prepared for and cleaned up for Sturgis Falls festivities

Traffic Operations:

- 379 traffic control signs and labels were repaired or replaced
- 133 signal repairs were conducted throughout the month
- Completed 71 miles of yellow line striping on City streets
- Contract street painting is being conducted with round a bouts being completed
- Installed Accessible Pedestrian Signals at Orchard & Boulder intersection

Fleet Maintenance:

- 3,251 transactions were recorded through the City's fuel dispensing sites
- Used 42,938 gallons of fuel 18,825 ethanol, 24,113 diesel
- 228 work orders were processed through the fleet section for the 2nd quarter of the year
- Prepared and sent out fire division aerial bid package
- Assisted with start up of the aquatic center

Public Buildings:

- 156 Staff request repairs, 100 self-generated repairs and 36 contractor repairs made to public buildings.
- Performed repairs to the Aquatic Center prior to opening weekend
- Replaced a large water valve at the public library along with book drop improvements
- Inspections and upgrades for ADA compliancy were conducted.

Parks:

- 56 hazard trees on City right of way were removed, 96 trees were trimmed (includes storm damage removals)
- Assisted with the Rotary landscaping
- Construction of columbarium project
- Performed tree removals on W. Viking and on Katowski Dr for engineering projects
- Performed Arbor day tree plantings
- Managed flood operations and Sturgis falls preparations

Cemetery:

- Performed twenty six (26) interments; Eleven (11) at Greenwood Cemetery, Thirteen (13) at Fairview Cemetery and two (2) at Hillside
- Eighteen (18) cremations; Nine (9) Saturday services
- Twenty-two (22) spaces sold; Six (6) at Greenwood, eleven (11) at Fairview, five (5) at Hillside Cemetery

Refuse:

- 2,265 tons of residential solid waste was collected. 1,325 three-yard container dumps were recorded. Crews responded to 363 residential bulk item collections.
- Crews collected 483 tons of yard waste from curbside collection, 12,888 carts were serviced.
- The Transfer Station hauled 231 loads of solid waste to the County Landfill totaling 3,210 tons.
- A total of 343 tons of household recyclable material was collected for the quarter
- 172 tons of e-waste, scrap metal, tires and appliances were recycled

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
APRIL – JUNE 2024

PLANT OPERATIONS

The Water Reclamation Facility (WRF) saw a significant increase in flows to the plant over the second quarter due to higher-than-average rainfall. In fact, the months of May and June combined were the wettest on record, according to the National Weather Service (NWS) station at the Waterloo Airport. The NWS reported 21.24" of rainfall for the quarter, dramatically higher than last 2023's 5.18" and the five-year average of 11.25". To put this quarter's rainfall in perspective, the 2023 calendar year saw a total of only 22.7".

Corresponding flows to the WRF were 6.2 million gallons per day (MGD) higher than 2023's 4.22 MGD and the five-year-average of 5.71 MGD for the second quarter.

PLANT UPGRADES PROGRESS

The wastewater characterization study portion of the project has been completed and Strand is moving into data analysis and modelling. The next meeting is scheduled for July 9th with several more meetings to be held through the Fall as the project begins to ramp up.

PROJECTS – TREATMENT PLANT

A DNR inspection of the WRF, Lift Stations and WRF Stormwater Permit were conducted in May. No Violations were issued by the DNR.

Grit Pump #2 was rebuilt in June.

PROJECTS – COLLECTION SYSTEM

The new Minnetonka Lift Station was brought online in May. This is to replace an aerial sewer main that collapsed in 2018.

PCI was brought in to perform an emergency repair to an 18" force main from the 17th Street Lift Station. This break was located within the CFU complex, near a major electrical substation.

BIOSOLIDS

We were able to haul 208,000 gallons of liquid biosolids to local farm fields and another 925,000 gallons were dried through our dewatering system and put into storage.

25.1 tons of inorganic material were hauled to the landfill for disposal this quarter. This is significantly higher than the five-year average of 17.6 tons and likely due to the higher-than-normal flows to the plant.

SANITARY SEWER SYSTEM CALLS & SERVICES

We received 1,630 sewer locate requests from the Iowa One Call system, 289 of which required field locating by WRF staff.

The WRF sewer crew responded to numerous calls for storm and sanitary sewer complaints. Most of these were due to a Flash Flooding event on May 21st.

There were eleven after-hour emergency calls for lift station issues. All of which were resolved without major incident.

WRF staff cleaned 12.55 miles of sanitary sewer mains this quarter. This is below last year's 16.8 miles but above the five-year average of 10.0 miles.

WRF staff also televised 1.87 miles of sanitary sewer lines this quarter. This was below last year's 2.9 miles and above the 5-year average of 1.68 miles.

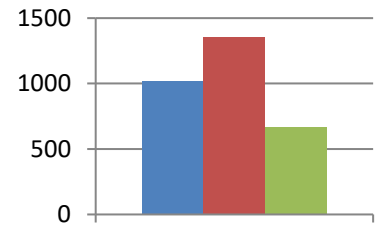
STAFF AND TRAINING

Several tours were given at the WRF including high school, college and Public Safety staff members.

**DEPARTMENT OF PUBLIC SAFETY SERVICES
POLICE AND FIRE
APRIL – JUNE 2024 2ND QUARTER REPORT**

CEDAR FALLS POLICE SHIFT STATS

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	1020	1352	669	3041
Traffic Stops	114	387	377	878
Arrests	27	57	66	150
Accidents	94	108	18	220



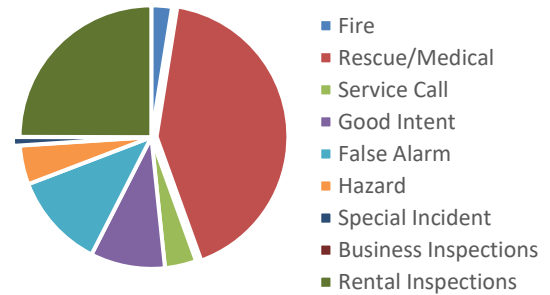
Police Calls for Service

CEDAR FALLS FIRE

Fire Calls For Service Statistics

Fire	19
Rescue/Medical	316
Service Call	29
Good Intent	69
False Alarm/Call	88
Special Incident	5
Hazardous Condition/Spec	36
Weather/Natural Disaster	3
Business Occupancy Inspections	461
Rental Inspections	188

Fire Calls For Service



POLICE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24
Group A Serious Crimes	87	82	82	93	96	62						
Group B Other Crimes	31	58	47	51	59	52						
Traffic Accidents	157	68	105	64	62	28						
Animal Calls	32	59	56	67	97	72						
Other Calls	1332	1188	1319	1132	1171	1193						
CFS Totals	1639	1455	1609	1392	1485	1407						

Type of Incident (per year)	2016	2017	2018	2019	2020	2021	2022	2023	2024
Group A Serious Crimes	1469	1702	1467	1437	1407	1681	1548	1479	
Group B Other Crimes	579	613	683	661	565	745	741	895	
Traffic Accidents	790	720	774	613	228	1030	1231	1008	
Other Calls	12,573	13,244	13,936	14,819	14,590	15,856	16,631	20,181	
CFS Totals	15,411	16,279	16,860	17,530	16,790	19,312	19,917	21,189	

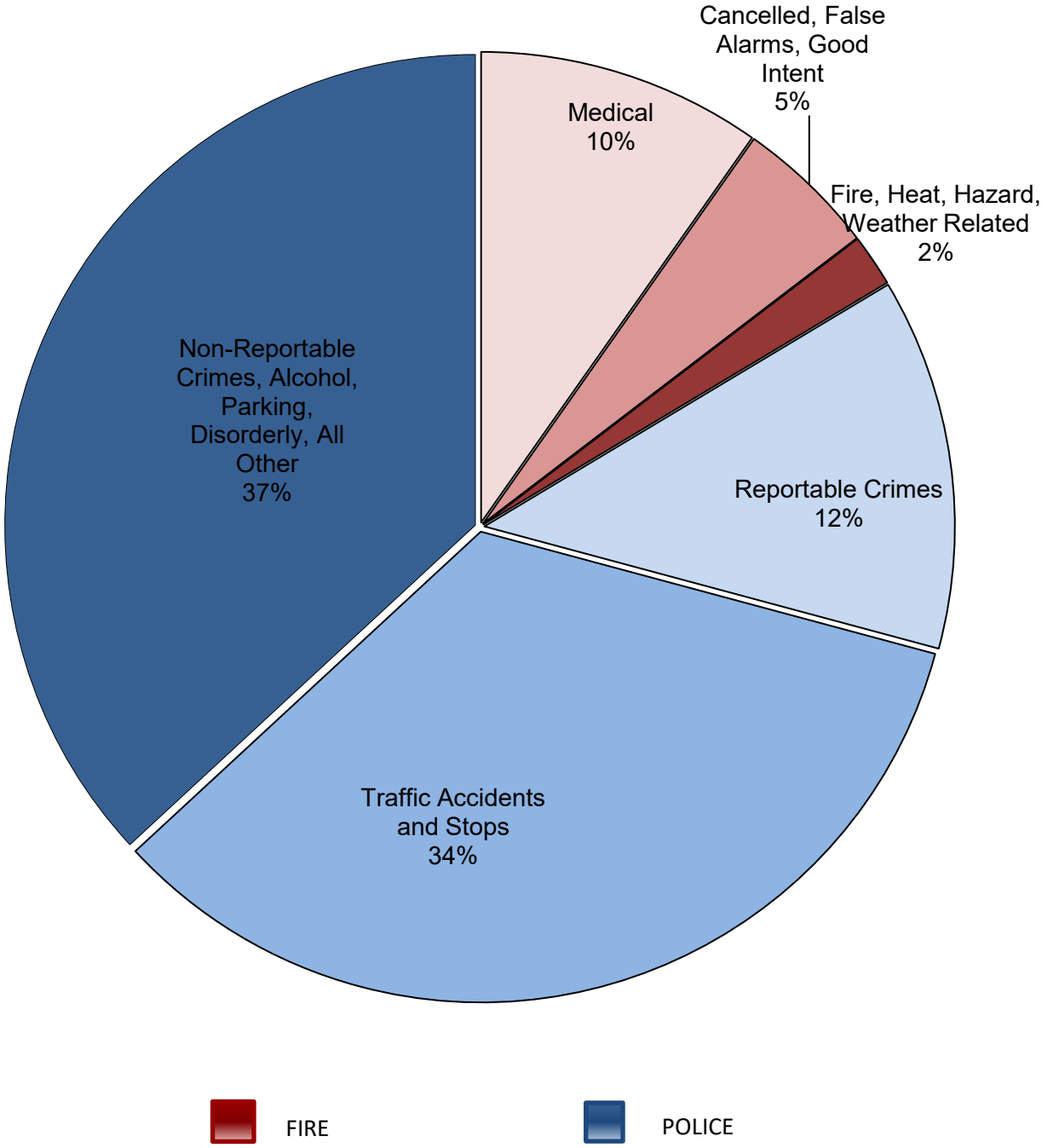
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24
Medical & Rescue	137	89	134	95	95	98						
Cancelled, False Alarms, Good Intent	33	37	45	48	49	60						
Fire, Heat, Hazard, Weather Related & Other	21	26	29	25	16	22						
Totals	191	152	208	168	177	180						

Type of Incident (per year)	2016	2017	2018	2019	2020	2021	2022	2023	2024
Non-Medical CFS	911	900	772	841	783	758	917	830	
Rescue / EMS Related	1570	1437	1022	1272	1328	1541	1509	1506	
Totals	2481	2337	1794	2113	2111	2299	2426	2336	

POLICE STATISTICS:	Quarter 2	Total 2024
Group A Crimes		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	2	2
Forcible Rape/Sodomy/Fondling	5	5
Robbery	1	3
Assault	48	67
Arson	0	0
Extortion/Blackmail	0	1
Burglary/B&E	6	19
Theft	111	222
Motor Vehicle Theft	4	6
Counterfeit/Forgery	10	16
Fraud	17	44
Embezzlement	0	0
Stolen Property	1	3
Vandalism	26	56
Drug Offenses	16	44
Incest	0	0
Porno/Obscene Material	2	4
Op/Pro/Asst. Gambling	0	1
Weapon Law Violation	2	3
Group B Crimes		
Disorderly Conduct	13	20
Driving Under Influence	28	63
Drunkenness	21	40
Non-Violent Family Offense	3	5
Liquor Law Violation	0	0
Runaway	7	10
Trespassing	11	16
All Other Offenses	79	141
Group A Total:	251	520
Group B Total:	162	295
Total Reported Crimes:	413	815
Traffic Accidents		
Fatality	1	2
Personal Injury	50	89
Hit and Run	49	95
Property Damage	210	455
Total reported Accidents	310	640
Calls for Service	4284	7081
Total Arrests	189	307

Cedar Falls Public Safety Response Summary (Quarter 2 2024)



CIVIL SERVICE COMMISSION
 City of Cedar Falls
 CEDAR FALLS, IOWA

July 17, 2024

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

Mayor Laudick and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of a testing instrument for the position of Policy & Administration Specialist. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Sara Reed	437		437
2	Grace Fee	387		387
3	Grayson Rowlet	357		357
4	Clara Tang	355		355
5	Samantha Tamborski	320		320
6	Lugalia Albright	319		319
7	David Velasco	289	29	318
8	Nancy Culpepper	297		297
9	Scott Dobes	269		269
10	Courtney Maassen	253		253

Respectfully Submitted,


 Paul Lee, Commission Chairperson

Crystal Ford, Commissioner


 Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Ron Gaines, City Administrator
 Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

July 22, 2024

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

Mayor Laudick and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing process and instruments for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their combined weighted average test scores, applicable Veteran's Preference scores, and total combined average scores with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Combined Averaged Score
1	Tyrell Gordon	317		317
2	Elian Cordova	312		312
3	Aiden Yaklich	310		310

Respectfully Submitted,



Paul Lee, Commission Chairperson



Crystal Ford, Commissioner

Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Civil Service Records
Craig Berte, Director of Public Safety
Mark Howard, Assistant Director of Public Safety/Police Chief
John Zolondek, Assistant Director of Public Safety/Fire Chief
Tim Smith, Public Safety Supervisor- Administrative Captain



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: July 29, 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) Main Street Sweets, 307 Main Street, Special Class B retail native wine - renewal.
- b) Kwik Star, 4515 Coneflower Parkway, Class B retail alcohol - renewal.
- c) Hy-Vee Market Grille, 6301 University Avenue, Class C retail alcohol - renewal.
- d) Octopus, 2205 College Street, Class C retail alcohol & outdoor service - renewal.
- e) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - renewal.
- f) The Library, 2222 College Street, Class C retail alcohol & outdoor service - renewal.
- g) The Other Place, 4214 University Avenue, Class C retail alcohol & outdoor service - renewal.
- h) Compass Group USA, Inc., 6725 Cedar Heights Drive, 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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: July 18, 2024
SUBJECT: Bennington Township Schoolhouse Amendment

The City currently has a lease with the Cedar Falls Historical Society for the Bennington Township Schoolhouse or commonly referred to as the Little Red Schoolhouse. It came up recently about which party is responsible for the sewer and water utility costs as it relates to that site. Since these costs relate to the restrooms behind the schoolhouse it seemed appropriate for the City to be responsible for those costs. The City had been paying these costs for the past several years, but the lease was unclear whose responsibility the costs were. Therefore, to alleviate any future confusion, attached is the amendment clarifying that the City will continue to pay for these costs.

Attached is the signed amendment by the Historical Society as well as the redlined version of the amendment. Also attached is the original lease.

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE LEASE AGREEMENT WITH THE CEDAR FALLS HISTORICAL SOCIETY RELATIVE TO THE BENNINGTON TOWNSHIP SCHOOLHOUSE

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has already entered into an agreement with the Cedar Falls Historical Society relative to the Bennington Township Schoolhouse, Iowa, and

WHEREAS, an amendment is necessary to that lease to clarify who is responsible for the water and sewer utility costs on the schoolhouse property, 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 execute said amendment.

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

ADOPTED this 5th day of August, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CITY OF CEDAR FALLS
AMENDMENT TO LEASE AGREEMENT
BENNINGTON TOWNSHIP SCHOOLHOUSE

This amendment to the Bennington Township Schoolhouse lease is entered into as of this _____ day of _____, 2024, by the City of Cedar Falls, Iowa, (hereinafter called the "Landlord"), whose address for purpose of this Lease Agreement Amendment is 220 Clay Street, Cedar Falls, Iowa 50613, and Cedar Falls Historical Society (hereinafter called the "Tenant"), whose address for the purpose of this Lease Agreement Amendment is 308 West Third Street, Cedar Falls, Iowa 50613.

1. Landlord and Tenant entered into a Lease Agreement dated May 21, 2018, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is June 1, 2018, until December 31, 2034.
2. Landlord and Tenant now wish to amend the lease to clarify the party responsible for the water and sewer utility costs related to the Schoolhouse property.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as amended by this Lease Agreement Amendment.
4. Section 6 (a) of the Lease Agreement is amended as follows:

Landlord shall pay the cost of any electric utilities used outside of the Bennington Township Schoolhouse building during the term of the lease **and pay for the water/sewer utility costs associated with the restroom located behind the Bennington Township Schoolhouse.**

IN WITNESS WHEREOF, the parties have agreed to this Lease Agreement Amendment effective as of the date stated above.

Cedar Falls Historical Society

By: _____

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk

CITY OF CEDAR FALLS
AMENDMENT TO LEASE AGREEMENT
BENNINGTON TOWNSHIP SCHOOLHOUSE

This amendment to the Bennington Township Schoolhouse lease is entered into as of this _____ day of _____, 2024, by the City of Cedar Falls, Iowa, (hereinafter called the "Landlord"), whose address for purpose of this Lease Agreement Amendment is 220 Clay Street, Cedar Falls, Iowa 50613, and Cedar Falls Historical Society (hereinafter called the "Tenant"), whose address for the purpose of this Lease Agreement Amendment is 308 West Third Street, Cedar Falls, Iowa 50613.

1. Landlord and Tenant entered into a Lease Agreement dated May 21, 2018, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is June 1, 2018, until December 31, 2034.
2. Landlord and Tenant now wish to amend the lease to clarify the party responsible for the water and sewer utility costs related to the Schoolhouse property.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as amended by this Lease Agreement Amendment.
4. Section 6 (a) of the Lease Agreement is amended as follows:

Landlord shall pay the cost of any electric utilities used outside of the Bennington Township Schoolhouse building during the term of the lease and pay for the water/sewer utility costs associated with the restroom located behind the Bennington Township Schoolhouse.

IN WITNESS WHEREOF, the parties have agreed to this Lease Agreement Amendment effective as of the date stated above.

Cedar Falls, Historical Society

By: *Thomas J. Strub* - president

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk

Exhibit "A"

LEASE AGREEMENT
Bennington Township Schoolhouse

This Lease Agreement is made and entered into this 21st day of May, 2018, by and between the City of Cedar Falls, Iowa (hereinafter called the "Landlord"), whose address for the purpose of this lease is c/o Cedar Falls City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613, and Cedar Falls Historical Society (hereinafter called the "Tenant"), whose address for the purpose of this lease is Attn: Executive Director, 308 West Third Street, Cedar Falls, Iowa 50613.

WITNESSETH THAT:

1. Premises and Term. In consideration of the agreements and conditions of the Tenant to be kept and performed as contained in this Lease Agreement, Landlord leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and conditions of this Lease Agreement, the following described real estate, situated in Cedar Falls, Black Hawk County, Iowa, to-wit:

Those grounds adjacent thereto and surrounding the structure known as the Bennington Township Schoolhouse, situated in the vicinity of West First Street and Washington Street in Cedar Falls, Iowa, and legally described as set forth on Exhibit "A" attached hereto, and by this reference incorporated herein, with the improvements thereon and all rights, easements and appurtenances belonging thereto (hereinafter referred to as the "Leased Premises"),

for a term commencing at midnight of the day previous to the first day of the lease term, which shall be on the 1st day of June, 2018, and ending at midnight on the last day of the lease term, which shall be on the 31st day of December, 2034, upon the condition that the Tenant performs its agreements and obligations as provided in this Lease Agreement.

- 2. Rental. As rental for said term, Tenant agrees to do the following:
 - (a) Perform all of Tenant's obligations as described in this Lease Agreement; and
 - (b) Pay for certain utilities and for insurance, as provided in paragraphs 6, 10, 11, 12, and 13 of this Lease Agreement. All sums payable to Landlord shall be paid at the address of Landlord designated above. Delinquent payments shall draw interest at five (5) percent per annum from the date due until paid.

3. Possession. Tenant shall be entitled to possession of the Leased Premises on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as otherwise expressly provided in this Lease Agreement.

4. Use of Premises. Tenant owns a structure known as the Bennington Township Schoolhouse and agrees during the term of this lease to use and to occupy the Leased Premises only for a museum which features a one room school house and artifacts as relate to the history

of Cedar Falls and Black Hawk County, Iowa, as Tenant deems appropriate. Tenant specifically agrees not to use any portion of the building or grounds for private, commercial or profit-making uses or purposes. If the Bennington Township Schoolhouse is sold, leased or otherwise conveyed by the Tenant, Tenant shall remove the building from the Leased Premise at Tenant's cost within sixty (60) days of such conveyance.

5. Care and Maintenance of Premises.

- (a) Tenant takes the Leased Premises in their present condition without exceptions.
- (b) Tenant's Duty of Care and Maintenance. Tenant shall continue to own the Bennington Township Schoolhouse and shall maintain the structure and Leased Premises in a reasonable safe, serviceable, clean and presentable condition throughout the term of the lease, and any extensions thereof. Tenant shall be solely responsible for the cost of care, maintenance and repair of the structure.
- (c) Landlord's Duty of Care and Maintenance. Landlord shall be responsible for care and maintenance of that portion of the Leased Premises surrounding and lying outside of the Bennington Township Schoolhouse building, including the public restrooms, mowing of the grounds adjacent to the building, removing ice and snow from the sidewalks and paved areas surrounding the building, and removing trash from the area of the Leased Premises surrounding the building.
- (d) Use of Premises. Tenant shall make no unlawful use of the Leased Premises, and agrees to comply with all valid regulations of the Black Hawk County Board of Health, the Cedar Falls Code of Ordinances, and the laws, rules and regulations of the State of Iowa and the Federal government.
- (e) No Structural Alterations or Improvements. Tenant shall make no structural alterations or improvements to the Leased Premises, or any portion thereof, without the prior written consent of the Landlord. Such written consent shall not be unreasonably withheld. All costs for such improvements shall be provided and paid for by Tenant.

6. Utilities and Services.

- (a) Landlord shall pay the cost of any electric utilities used outside of the Bennington Township Schoolhouse building during the term of this Lease.
- (b) Tenant shall pay all charges for all other utilities, including all utilities

used in the Bennington Township Schoolhouse building during the term of this Lease. Tenant shall provide and pay for janitor services, as needed, for the Bennington Township Schoolhouse building.

- (c) Landlord shall provide refuse receptacles or dumpsters at a location on or near the Leased Premises, for the use of Tenant, and agrees to arrange for pickup and removal of such refuse from the receptacles or dumpsters at Tenant's expense.

7. Surrender of Leased Premises.

- (a) Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Tenant shall remove, at Tenants cost, the Bennington Township Schoolhouse within sixty (60) days after termination of this lease for any reason. Such removal shall include any fixtures or equipment installed by Tenant. Tenant shall pay the cost or repair of any damage to the Leased premises caused by such removal.
- (b) Holding Over. Continued possession beyond the expiration date of the term of this lease by the Tenant, coupled with the receipt of the specified rental by the Landlord, and absent a written agreement by both parties for an extension of this lease, or for a new lease, shall constitute a month-to-month extension of this lease, terminable upon thirty (30) days' written notice by either party.

8. Assignment and Subletting. Any assignment of this lease or subletting of the Leased Premises, or any part thereof, by Tenant without the prior express written permission of Landlord shall, at the option of Landlord, cause an immediate termination of this lease. Such written permission may be withheld in Landlord's sole and absolute discretion.

9. Taxes.

- (a) Real Estate Taxes. At the present time, the Leased Premises are not assessed for general property tax purposes and are exempt from taxation by reason of public ownership by Landlord. If at any time during the term of this lease the Leased Premises become subject to levy or assessment by lawful authority for general property taxes, Tenant agrees to timely pay that portion of such general property taxes which is properly allocable to the Bennington Township Schoolhouse building portion of the Leased Premises and any improvements hereafter located on the Leased Premises.
- (b) Personal Property Taxes. Tenant agrees to timely pay all taxes,

assessments or other public charges levied or assessed by lawful authority against its personal property kept on the Leased Premises during the term of this Lease Agreement.

- (c) Special Assessments. In the event there are special assessments levied or assessed against the real estate of which the Leased Premises is a part by lawful authority during the term of this lease, Tenant agrees to timely pay that portion of such special assessments properly allocable to the Bennington Township Schoolhouse building portion of the Leased Premises and any improvements hereafter located on the Leased Premises.

10. Insurance.

- (a) Property Insurance. Tenant shall insure its property located on the Leased premises for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies, the Landlord and Tenant waive all rights of recovery against each other.
- (b) Liability Insurance. Tenant shall obtain and maintain commercial general liability insurance covering the Leased Premises in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured and shall obtain governmental immunities endorsement.
- (c) Landlord Liability Insurance. Landlord will maintain liability insurance with respect to the Leased Premises outside the Behrens/Rapp Gas Station Building in accordance with the City of Cedar Falls general liability policy. Such insurance shall be secondary to Tenant's general liability insurance required in Paragraph 10(b) above.
- (d) Acts by Tenant. Tenant will not do or omit doing any act which would invalidate any insurance, or increase the insurance rates in force on the premises.
- (e) Increased Risks or Hazards. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

- (f) Landlord and Tenant shall each provide a copy of this lease to their respective insurers.
- (g) Tenant shall comply with all of the insurance requirements set forth on Exhibit "B" attached hereto, and by this reference made a part of this Lease.

11. Indemnity and Liability Insurance. Tenant agrees to indemnify, defend, and hold harmless Landlord, and its employees and agents, from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, occasioned by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injuries to or the death of any person or persons, or damage to or loss of any property, including damage by fire to the Bennington Township Schoolhouse building which is located on the Leased Premises, happening or done, in, upon, or about the Leased Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Tenant or any person claiming through or under the Tenant on or about the Leased Premises.

12. Liability for Damage. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. Fire and Casualty.

- (a) Partial Destruction of Premises. In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from so doing by acts of God, government regulations, or other causes beyond Landlord's reasonable control.
- (b) Zoning. Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.
- (c) Total Destruction of Business Use. In the event of a destruction or damage of the Leased Premises, including the parking area, so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be

repaired within sixty (60) days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within sixty (60) days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

14. Condemnation.

- (a) Disposition of Awards. Should the whole or any part of the Leased Premises be condemned or taken for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
- (b) Date of Lease Termination. If the whole of the Leased Premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in the previous subparagraph.

15. Default, Notice of Default and Remedies.

Events of Default

- (a) Each of the following shall constitute an event of default by Tenant:
1. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to the terms of the lease.
 2. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days, except for normal wintertime facility closure.
 3. Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

Notice of Default

- (b) Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

Remedies

- (c) In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:
1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of reletting.
 2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare that this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

16. Right of Either Party to Make Good Any Default of the Other. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform any such term, covenant or condition, or make good such default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of five (5) percent per annum, from date of advance.

17. Signs. Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the Leased Premises, provided only (1) that any sign shall comply with the Code of Ordinances of the City of Cedar Falls, Iowa and the laws of the State of Iowa; and (2) such sign shall be subject to the prior written approval of the Landlord, which approval shall not

be unreasonably withheld.

18. Mechanic's Liens. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Leased Premises or upon any building or improvement located thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

19. Landlord's Lien and Security Interest. Landlord shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on the Leased Premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this Lease Agreement for the recovery of rent, or for termination of this Lease Agreement because of Tenant's default in its performance.

20. Substitution of Personal Property. Tenant shall have the right, from time to time, during the term of this lease, or the renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the Leased Premises, when in the judgment of the Tenant it shall have become obsolete or unnecessary in connection with Tenant's affairs conducted on the Leased Premises.

21. Additional Covenants of Tenant. During the entire term of this lease, and any renewal thereof, Tenant agrees to abide by each and every one of the following covenants and provisions:

- (a) Tenant agrees to immediately vacate the Leased Premises when advised by Landlord of the need to vacate the premises by reason of flood or potential flood, natural disaster, or any other reason involving public health, safety or welfare, after being notified to vacate by Landlord. Tenant agrees to take immediate action to cause all persons occupying the Leased Premises to vacate the premises immediately upon being informed thereof by Landlord. Such determination shall be made either by the City Police Chief, City Fire Chief, or the City Director of Municipal Operations & Programs, or their designees. There shall be no abatement of rent or any other compensation to Tenant arising out of the vacation of the Leased Premises by reason of any such emergency.
- (b) Tenant agrees to allow Landlord to inspect the Leased Premises, including the Tenant owned Bennington Township Schoolhouse building, at any time upon reasonable notice thereof.

- (c) Tenant agrees to be responsible for acquiring any necessary permits or approvals from any governmental authorities for the use of the Leased Premises, including, but not limited to, the Black Hawk County Health Department, Iowa Department of Natural Resources, U. S. Army Corps of Engineers, and the like.

22. Previous Lease Superseded. The parties mutually agree that the terms and conditions of this Lease Agreement supersede and replace any and all lease agreements between the Landlord and Tenant regarding the Bennington Township Schoolhouse and that any and all leases are hereby canceled, rescinded and held for naught.

23. Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. Notices and Demands. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States Mail and so deposited in a United States mail box.

25. Provisions to Bind and Benefit Successors and Assigns. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

26. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement effective on the date stated above.

CEDAR FALLS HISTORICAL SOCIETY

CITY OF CEDAR FALLS, IOWA

By Roger Kueter
Dr. Roger Kueter, President

By James P. Brown
James P. Brown, Mayor

By Jerald Lukensmeyer
Jerald Lukensmeyer, Secretary

ATTEST:
Jacque Danielson
Jacque Danielson, CMC, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on MAY 29TH, 2018, by Dr. Roger Kueter and Jerald Lukensmeyer, as President and Secretary, respectively, of Cedar Falls Historical Society.

[Signature]
Notary Public in and for said State

My Commission Expires:

9/3/18



STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on June 7, 2018, by James P. Brown, as Mayor, and Jacque Danielson, CMC, as City Clerk, of the City of Cedar Falls, Iowa.



Marcie Breitbach
Notary Public in and for said State

My Commission Expires:

April 28, 2019

Exhibit "A"

ORIGINAL PLAT CEDAR FALLS W 22 FT LOT 3 BLK 6 & VAC STREET & LOT 1,2 & E 1/2 LOT 3 BLK 7 EXC THAT PART IN PARCEL F (SURVEY 2013 002681) DESC AS PART LOT 2 AUDITORS MILL COMPANY PLAT & PART LOTS 1,2 & 3 BLK 6 ORIGINAL PLAT CEDAR FALLS & PART OF ALLEY BETWEEN LOTS 1 & 2 BLK 6 ORIGINAL PLAT DESC AS COM AT NW COR LOT 4 AUDITORS MILL COMPANY PLAT TH S 64 DEG 20 MIN 5 SEC E ON NELY LINE LOT 4 166.27 FT (166 FT REC) TO NE COR LOT 4 TH N 54 DEG 28 MIN 28 SEC E 13.77 FT (13.70 FT REC) TO SELY LINE OF PARCEL IN DOC 2010 016638 BEING PT OF BEG TH N 26 DEG 5 MIN 9 SEC E ON SELY LINE 31.36 FT TH S 45 DEG 58 MIN 5 SEC E 35.62 FT TH S 59 DEG 4 MIN 54 SEC E 81.35 FT TH S 27 DEG 51 MIN 10 SEC E 33.03 FT TH SLY ON 252.76 FT RADIUS CURVE CONCAVE ELY & HAVING 97.13 FT LONG CHORD BEARING S 13 DEG 20 MIN 15 SEC W 97.74 FT TH SWLY ON 47 FT RADIUS CURVE CONCAVE NWLY & HAVING A 63.88 FT LONG CHORD BEARING S 45 DEG 4 MIN 17 SEC W 70.24 FT TH S 87 DEG 52 MIN 58 SEC W 221.02 FT TO W LINE LOT 3 BLK 6 ORIGINAL PLAT CEDAR FALLS TH N 1 DEG 6 MIN 31 SEC W ON W LINE 88.97 FT TO NW COR LOT 3 BLK 6 ORIGINAL PLAT CEDAR FALLS TH N 70 DEG 47 MIN 35 SEC W ON NELY LINE ORIGINAL PLAT CEDAR FALLS 145.95 FT TH N 62 DEG 24 MIN 55 SEC E 60.81 FT TO SWLY LINE OF PARCEL DOC 2010 016638 TH S 66 DEG 51 MIN 58 SEC E ON SWLY LINE 202.15 FT TO SELY LINE OF PARCEL IN DOC 2010 16638 TH N 26 DEG 8 MIN 17 SEC E ON SELY LINE 144.45 FT TO PT OF BEG EXC R R & EXC HWY B 501 P 370

Exhibit "B"

INSURANCE REQUIREMENTS FOR TENANT

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall issued from companies satisfactory to the City and have a rating of A- or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Tenant shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1 and in this Lease. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Attachment 1
 - c) Governmental Immunities Endorsement – See Attachment 1
4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Tenant to maintain the required insurance shall constitute a default under this agreement, and at City's option, shall allow City to terminate this agreement for cause and/or purchase said insurance at Tenant's expense.

Attachment 1 – Insurance Schedule

General Liability (Occurrence Form Only):

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

Automobile: \$1,000,000 (Combined Single Limit)
 If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation – with waiver of subrogation to the City of Cedar Falls

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

Umbrella: \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

**CITY OF CEDAR FALLS, IOWA
 ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

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

Attachment 1 (continued)

**CITY OF CEDAR FALLS, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

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

**CITY OF CEDAR FALLS, IOWA
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: July 25, 2024
SUBJECT: Funding Agreement with Grow Cedar Valley

Attached is the agreement with Grow Cedar Valley (GCV). The agreement sets forth the requirements that must be met by GCV in order to receive \$35,000 in base funding for FY25, with the option for incentive payments. The FY25 agreement provides for a maximum incentive of \$32,000.

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

xc: Ron Gaines, P.E., City Administrator

**AGREEMENT TO ENHANCE ECONOMIC DEVELOPMENT IN CEDAR FALLS BY
SUPPORTING GROW CEDAR VALLEY**

THIS AGREEMENT is entered into as of this ____ day of _____, 2024, by and between Grow Cedar Valley, an Iowa non-profit corporation (hereinafter "GCV"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, GCV is an agency that qualifies for funding from the City pursuant to CFD 3128: Finance Policy – Outside Entity Funding ("Funding Policy"); and

WHEREAS, GCV has proposed to provide projects to increase the economic vitality and wealth by leading collaborative economic and community development in the Cedar Valley, and whereby GCV will engage in economic development activities to directly benefit the City of Cedar Falls; and

WHEREAS, the Funding Policy allows certain funding for economic development projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of GCV and the City; and

WHEREAS, GCV and the City have reached agreement on the precise terms and conditions under which the Project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** GCV affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. GCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** GCV has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Funding Policy approved by the City Council.
3. **Recipient documentation.** Prior to receiving funding, GCV shall provide the following documentation to the City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable, if requested;
 - b. General information on the source and amount of funding received from all other sources;
 - c. Names and addresses of directors and/or officers;
 - d. Budget for current fiscal year;
 - e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to GCV by the City, GCV shall represent and advocate for the interests of business, industry and institutions operating in the City of Cedar Falls. GCV agrees that the activities of GCV will compliment or expand upon the existing economic development efforts of the City of Cedar Falls, and to engage in various economic development activities (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$67,000 in order to support implementation of the Project, upon Request for Payment as provided in Paragraph 8, and upon receipt of the Accounting required in Paragraph 6, as follows:

- a. A Base Budget amount not to exceed \$35,000, to be paid in two separate payments of \$17,500 each on or about December 31, 2024, and on or about June 30, 2025; and
- b. The \$35,000 payment outlined above shall be contingent upon the continuation of GCV granting membership status to certain City Divisions for GCV publications to include the Cedar Falls Public Library (Libraries Section), Hearst Center for the Arts (Museums/Art Organizations), Cedar Falls Tourism & Visitor's Bureau (Visitor Information Section), and the Cedar Falls Community Development Department (Economic Development Organizations).
- c. An amount not in excess of \$32,000 in potential Incentive payments, if earned, as follows:
 - 1) GCV will provide the following information in writing to the City on a semi-annual basis to show all efforts made to promote Cedar Falls, broken down into categories for (a) companies solicited by GCV to locate in Cedar Falls, (b) companies GCV contacted to expand operations in Cedar Falls, and (c) inquiries received by GCV from companies for marketing materials or about available sites or buildings: number of initial calls, contacts, leads, prospects, conferences attended to present marketing about Cedar Falls, databases organized and/or posted on websites for providing relevant information about Cedar Falls, other efforts made to network, form relationships and/or subscribe to services, and material responses to requests for information. Based on the documentation submitted by GCV, the City, at its sole discretion, will evaluate the semi-annual performance of GCV and may provide Semi-Annual Performance Payments up to \$16,000 to GCV, with a total maximum not to exceed \$32,000. Semi-Annual Performance Payments are subject to City Council approval.

In addition, items that GCV staff leads and influences including talent development efforts that directly benefit Cedar Falls companies, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan in those areas the GCV is identified can be

considered for incentive funding, subject to City Council approval.

Work completed by the GCV on a specific project that does not locate in Cedar Falls, does not proceed, or falls under the support capacity items noted in the prior paragraph, will be documented by GCV and submitted to the City for incentive payment consideration by the City as part of the performance report.

- 2) The incentive payment identified in this Paragraph 5-c will be provided by the City only if GCV can establish a causal relationship between its activities and the economic development for which it proposes to be paid the incentive payments. The incentive payments, if earned, shall be paid on or about December 31, 2024, and on or about June 30, 2025.
- d. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this Paragraph.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** GCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining GCV's performance and accomplishments, when submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's grant, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits of GCV personnel. City payment of a portion of the GCV's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a GCV employee or against a GCV employee by others will be borne by GCV. There is no employer-employee relationship between the City and GCV or any GCV employee, officer, director, agent, volunteer or representative.

8. **Request for Payment.** All requests for payment or reimbursement shall be submitted by GCV to the City on a biannual basis, specifically no later than December 1, 2024, and June 1, 2025. All payments or reimbursements are contingent upon receipt by the City of the documentation required in Paragraph 6 above and upon receipt of the Report on Project Results required in Paragraph 9. The City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** GCV agrees to provide the City with a written summary documenting the results of the Project on at least a biannual basis, specifically no later than December 1, 2024, and June 1, 2025. Such report shall include without limitation:

- a. Details of external marketing efforts, including, but not limited to: the number of initial calls, contacts, leads, prospects, initial proposals, follow

up responses to requests for information, and a status update of ongoing economic development projects in Cedar Falls;

- b. The number of acres of new development in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each acre must contain 10,000 sq. ft. of building structure on average);
- c. The amount of new taxable value added to the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls; and
- d. The number of new Full-Time jobs created in the Cedar Falls Industrial & Technology Parks or other areas within Cedar Falls (each FTE job must have an hourly starting wage of at least \$15.37 for FY25).
- e. Talent development efforts that directly benefit Cedar Falls companies, coworking space, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan.

10. **Return of Funds.** In the event GCV does not use funds for the intended purpose(s) or in the event GCV does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2025.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

12. **Recipient Board.** The Recipient Board, Grow Cedar Valley Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

13. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for in this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding, or if GCV reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, email, or in person to the authorized official of the other party who executed this Agreement.

14. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over GCV or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project.

15. **Legal Expenses.** GCV agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GCV's performance, or the performance of GCV's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of GCV.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. GCV agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from August 6, 2024 through and including June 30, 2025.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

[signature page to follow]

Grow Cedar Valley

By:  Katy Susong

Its: President and CEO

Address: 300 Westfield Avenue, Ste 300, Waterloo, IA

Phone: (319) 232-1156 50701

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk

**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
FROM: Jennifer Pickar
DATE: July 23, 2024
SUBJECT: Agreement with IEDA for FY25 Tourism Marketing Opportunities

Attached please find a contract with the Iowa Economic Development Authority to promote Cedar Falls via their co-op marketing opportunities.

The cost for the marketing opportunities we've selected is \$22,000, which includes Fall and Spring advertising bundles, Travellowa.com leads for visitor guides, and a Travel Iowa consumer email ad. The Spring and Fall advertising bundles include a match by Travel Iowa, doubling the impact of these campaigns. These marketing opportunities all fall within FY25 and are within the Tourism media budget.

Staff recommends approval.
Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

TRAVEL IOWA CO-OPERATIVE MARKETING CONTRACT

Article 1. Identification of Parties.

This contract (the “Contract”) is between the Iowa Economic Development Authority (“Authority”), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315 and Partner (each a “Party” and collectively the “Parties”) for Partner’s purchase of certain Marketing Opportunities.

Partner:	City of Cedar Falls
Authorized Official:	Daniel Laudick
Telephone:	319.268.4266 (visitor center)
Email:	danny.laudick@cedarfalls.com
Address:	220 Clay St Cedar Falls, IA 50613

Article 2. Marketing Opportunities.

<u>Marketing Bundle - \$10,000</u> Includes digital display, native, programmatic audio, digital billboards and video/ pre-roll/ CTV/ OTT.	For the FALL Flight Sept. 1, 2024- Nov. 9, 2024
<u>Marketing Bundle - \$10,000</u> Includes digital display, native, programmatic audio, digital billboards and video/ pre-roll/ CTV/ OTT.	For the SPRING Flight Mar. 1, 2025- May 10, 2025
<u>TravelIowa.com Leads- \$1,500</u>	July 1, 2024 - June 30, 2025
<u>Consumer Email Ad- \$500</u>	July 2025
<u>Total Cost Amount for Marketing Opportunities</u> \$22,000	

Article 3. Terms and Conditions.

- 3.1 Term of Contract. The term of this Contract shall be from the date of signature on behalf of Authority to June 30, 2025, unless terminated earlier in accordance with the provisions of this Contract.
- 3.2 Payment. Authority will send Partner an invoice for payment reflecting Partner’s confirmed Marketing Opportunities by April 30, 2025. Payment in the amount of \$22,000 must be received in full by Authority on or before May 31, 2025. Should Authority not receive payment in full by the aforementioned date, Authority shall have the right, at its option, to terminate this Contract without further notice pursuant to Article 4 herein as well as pursue any additional remedies available to it. Authority may include Partner on a list of entities subject to an Authority-wide moratorium on future programs, funding and promotional opportunities for no less than one (1) year if Partner fails to make payment in full in the amount invoiced by Authority.
- 3.3 Indemnification. Partner shall indemnify, defend and hold harmless Authority and the State of Iowa, their employees, officials, officers, and agents, appointed and elected, paid and unpaid, from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including legal fees and

costs, relating to, resulting from, or arising out of any acts or omissions by Partner during the term of this Contract. Partner's obligations under this Section 3.2 shall survive termination of this Contract.

- 3.4 **Applicable Laws.** This Contract shall be governed in accordance with the laws of the State of Iowa and any action, including any proceeding of a quasi-judicial or judicial nature, relating to or arising out of this Contract shall be brought in the Iowa District Court for Polk County or, should the aforementioned court lack jurisdiction, in the United States District Court for the Southern District of Iowa.
- 3.5 **Amendments.** Any amendment or modification to this Contract must be in a writing mutually agreed to and signed by both Parties. Notwithstanding the aforementioned, this Contract is subject to any change in any applicable federal, state or local laws, regulations, rules or policies. Authority may unilaterally modify in writing the Contract at will in order to accommodate any above-referenced change and deliver such amendment to this Contract to Partner. Failure by Authority to notify Partner of such changes does not negate Partner's responsibility to comply with all applicable federal, state or local laws, regulations, rules or policies.
- 3.6 **Notice.** Any and all notices, consents or any other communications provided for herein shall be deemed to have been given in writing by email, by receipted hand delivery, or by Federal Express, courier or other similar and reliable carrier, and shall be deemed given and received: (a) when sent, if sent by email during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (b) personal delivery to the recipient; or (c) two (2) business days after deposit with an overnight courier or reliable carrier. Notices to Partner shall be addressed to Partner at the physical address or email address specified in Article 1 of this Contract. Notices to Authority shall be addressed to Authority's contact:
- Jessica O'Riley
 Tourism Communications Manager
 1963 Bell Avenue, Suite 200
 Des Moines, IA 50315
 515.348.6256
 jessica.oriley@iowaeda.com
- From time to time the Parties may change the address or email designated to receive notice. Such change shall be in writing to the other Party as provided herein.
- 3.7 **Public Records.** Under the law of the State of Iowa, the terms of this Contract are public record unless otherwise provided by law.
- 3.8 **Limitations of Liability.** Partner acknowledges and agrees that the State of Iowa, Authority and all of their employees, agents, successors, and assigns, are immune from liability and suit for the activities of Partner involving third parties arising from the Contract. Claims against Authority and the State of Iowa are handled according to the provisions in Iowa Code Chapter 669, and Authority and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, nor is the State of Iowa or Authority obligated to establish any such fund during the term of this Contract. In no event, shall either Party be liable for any indirect, incidental, consequential, punitive, reliance, or special damages arising from or related to the Contract, including, but not limited to, lost profits, savings, advantage or revenues, or increased cost of operations.
- 3.9 **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 3.10 **Force Majeure.** No Party shall be liable for damages resulting from any delay or default in performance of any obligation herein if the delay or default is due to conditions beyond their control, including without limitation Acts of God, government restriction, or any other cause beyond the reasonable control of the obligated Party.

- 3.11 No Implied Agency. Nothing in this Contract shall be construed as creating or constituting a partnership, joint venture, agent-principal relationship or any other association of any kind between the Parties.
- 3.12 No political activity. Partner acknowledges and agrees that Marketing Opportunities shall not be used to support or oppose any political candidates, political causes or political initiatives.
- 3.13 Compliance with Applicable Law. Partner shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders in its performance under this Contract.
- 3.14 Sources Incorporated by Reference and Order of Priority. Authority's guidelines, glossary of terms, cancellation policy, and additional terms and conditions are available [here](#). The foregoing sources and the Sign-Up filled out and submitted by Partner are incorporated by reference and considered an integral part of this Contract. In the event of a conflict between the documents and sources comprising this Contract, the terms within Article 1 through Article 4 shall govern.
- 3.15 Integration. This Contract contains the entire understanding between Authority and Partner and any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. Neither Party has relied on any such prior representation in entering into this Contract.
- 3.16 Approval of Artwork for Marketing Opportunities. Artwork guidelines for the Marketing Bundle will be sent by June 15, 2024, for the first flight, and by December 15, 2024, for the second flight. Artwork guidelines for all other options are typically due the month prior to running. Reminders to send in materials will be sent to Partners prior to the due dates. If Partner doesn't submit its materials by the appropriate due date, Authority may move forward with the ad without Partner's materials. Partner is still required to pay for the ad placement.
- 3.17 Original Artwork. All artwork and materials provided to Authority pursuant to the terms of this Contract shall be wholly original with Partner or that Partner will have first secured all applicable interests, rights, licenses, permits or other intellectual property rights in such artwork and materials. Authority may, at its sole discretion, if any content provided to Authority by Partner is claimed to constitute infringement of any proprietary rights of third parties.
- 3.18 Responsibility of Partner Regarding Partner Profile Page and Partner Landing Page. Digital advertising landing pages will be directed to Partner's profile page on TravelIowa.com or the desired landing page on Partner's direct website. It is Partner's responsibility to update the information on TravelIowa.com so it is current and relevant to its campaign. If the destination URL is on Partner's website, Authority will require the placement of provided tracking pixels for campaign measurement and reporting. Authority may edit any material provided by Partner for grammar or to fit within Authority and Travel Iowa's brand standards.

Article 4. Termination.

- 4.1 Termination. This Contract may be terminated by Authority under any of the following circumstances:
- (a) Any material breach by Partner of any term, provision or obligation of this Contract;
 - (b) Authority's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified, or if Authority's duties, programs or responsibilities are modified or materially altered; or
 - (c) There is a decision of any court, administrative law judge or an arbitration panel, or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects Authority's ability to fulfill any of its obligations under this Contract.

This contract may be terminated by Partner in the event of any material breach by Authority of any term, provision or obligation of this Contract.

- 4.2 Effect of Termination and Cancellation. There is no penalty for cancelling this Contract by Partner on or before July 31, 2024. Termination of this Contract or cancellation by Partner between August 1, 2024, and March 1, 2025, will require payment of fifty percent (50%) by Partner of the contracted for Marketing Opportunities. Any termination or cancellation after March 1, 2025, no refunds will be given to Partner.
- 4.3 Non-Exclusive Remedy. Authority's right to terminate this Contract under this Article 4 shall be in addition to and not exclusive of other remedies available to it, and Authority shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

The Parties have executed this Contract as of the date on which this Contract is executed by Authority.

Partner:		Date:	
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Iowa Economic Development Authority:		Date:	
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DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Laudick and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: July 23, 2024
SUBJECT: Rotary Plaza: Project Acceptance, Release of Cash Escrow for Performance, and Establishing Cash Escrow for Maintenance

In September 2022, the City Council approved an Agreement with the Rotary Club for construction of a plaza, monument and recreation trail located at 205-221 West 1st Street. A performance escrow of \$10,000 was provided to the City, as a safeguard in the event the City may need to remedy an incomplete project. The project is now substantially complete. Rotary has two remaining actions: install one more plaque on a granite pillar in the northeast quadrant of the plaza & remove/reinstall surface granite squares to sandblast remaining donor names. Public Works plans to seed the disturbed area in the Fall, completing the project in accordance with our agreement.

Staff recommends the City Council accept the project, understanding the remaining items do not change the project. If the Council accepts the project, then staff also recommends releasing the performance escrow and approving the attached 1-year maintenance escrow, in accordance with the approved project agreement. The maintenance escrow helps the City cover repairs if defects in construction are found and not addressed by Rotary in the first year.

Attachments: Cash Escrow Agreement (Maintenance)
 Rotary Plaza Agreement (9/6/22)
 1st Amendment to Rotary Plaza Agreement (9/5/23)
 Cash Escrow Agreement (Performance, 5/1/23)

**CASH ESCROW AGREEMENT (MAINTENANCE)
FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA**

This Cash Escrow Agreement (Maintenance) ("Agreement") is entered into on the ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Escrow Agent. The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.

2. Delivery of Escrow Deposit. Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:

a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.

b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.

c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.

3. Escrow Account. The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: Sally Turner (name)

Its: President (title)

City of Cedar Falls, Iowa

By: _____
Danny Laudick, Mayor

Attest: _____
Kim Kerr, MMC, City Clerk

EXHIBIT 1

**AGREEMENT FOR ROTARY PLAZA
BETWEEN
THE CITY OF CEDAR FALLS
AND
THE ROTARY CLUB OF CEDAR FALLS**

THIS AGREEMENT is entered into by and between The Rotary Club of Cedar Falls, PO Box 301, Cedar Falls, Iowa ("Rotary"), and the City of Cedar Falls, Iowa, an Iowa municipality ("City").

WHEREAS, the City owns property located at 205-221 W 1st St. (north side of W. 1st St. including property where the Little Red School House, small park, and Behrens Rapp Station improvements are located) (hereinafter the "Property"); and

WHEREAS, Rotary is celebrating its 100th anniversary in 2024; and

WHEREAS, Rotary wishes to construct at its own cost a plaza that will contain a monument and associated infrastructure on the Property to celebrate essential workers; and

WHEREAS, Rotary also wishes to construct a recreational trail extension on the Property at its own cost; and

WHEREAS, Rotary will donate the plaza, monument and recreational trail to the City after completion of construction; and

WHEREAS, the City finds it is in its best interest to allow the construction of the plaza, monument and recreational trail extension on the Property and to accept donation by the Rotary to the City of such amenities upon certain terms and conditions; and

WHEREAS, the parties have reached agreement on such terms and conditions and now wish to reduce that agreement to writing.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Construction of Rotary Plaza ("Plaza"). Rotary agrees to design and construct at its cost an area approximately 400 square feet, with a granite floor and appropriate footings. Such area shall be known as "Rotary Plaza." Rotary Plaza shall be constructed in the location and with the final appearance as depicted in Exhibit "A" attached.

2. Construction of Monument ("Monument"). Rotary agrees to design, construct and install on Rotary Plaza at its cost a monument consisting of three (3) granite spires each of which shall be eight (8) feet in height measuring from the base, and each covered by seven (7) steel bands. Such monument

may include identification of dedication to "Essential Workers." Once constructed and installed, said monument shall be as depicted in Exhibit "B" attached.

3. Construction of Recreational Trail Extension ("Extension"). Rotary agrees to design and construct a recreational trail extension from the sidewalk serving the Little Red School House, west through Rotary Plaza, and terminating on the west end at the Behrens Rapp Station. Said extension shall be constructed of concrete 6 inches thick and 8-10 feet in width (depending upon the location). The connection of such extension to the existing recreational trail system shall be smooth, safe, and according to City standards. The location of the recreational trail extension shall be generally as depicted in Exhibit "A" attached.

The Plaza, Monument and Extension shall together constitute the "Project."

4. Approval of Plans. The plans and specifications for the Project are subject to approval by the City Engineer or designee prior to commencement of construction. Plans and specifications shall be of sufficient detail to demonstrate to the satisfaction of the City Engineer or designee that the Project will be properly constructed, with footing details where appropriate, such that the finished Project will require minimal maintenance.

5. Construction Management. A general contractor licensed and bonded with the City shall oversee construction of the Project at Rotary's cost. Such general contractor may, at its discretion, engage subcontractors who are also licensed and bonded with the City. Such general contractor shall construct the Project in accordance with the plans and specifications approved by the City Engineer or designee.

6. Permits. Rotary shall obtain at its cost all necessary licenses and permits required by the City for the Project.

7. Inspections. City shall provide inspections of the Project as required by City ordinances, rules and regulations at no cost to Rotary. City and Rotary agree to cooperate on the timing of inspections. City inspections shall include, at a minimum, the following:

- a. Temporary construction boundary fencing;
- b. Stormwater Pollution Prevention Plan maintenance and compliance
- c. Footings;
- d. Initial installation of brick or stone work;
- e. Electrical work;
- f. Final inspection.

8. Completion of Construction. Construction of the Project shall commence no later than July 1, 2023 and shall be completed within 270 days from commencement of construction, absent unavoidable delays not caused by Rotary. The City may agree to a reasonable extension of the completion deadline in its sole discretion. All construction equipment and materials shall be removed from the Property upon completion of construction. Upon completion of construction all property owned by the City that is impacted by the Project other than the Project itself, shall be restored by Rotary to its original condition at Rotary's cost. Such restoration may include, but not necessarily be limited to, grading, sodding or seeding as well as any necessary watering. Such restoration is subject to approval by the City.

9. Abandonment; Rotary Escrow Account (Performance). If Rotary abandons construction of the Project with no construction activity for a period of at least 30 days, or Rotary does not timely

complete construction of the Project as set forth in Paragraph 8 above, the City may in its sole discretion, and upon 10 days written notice to Rotary, either complete construction of the Project at Rotary's cost or else remove all or part of the completed portions of the Project, also at Rotary's cost. City shall deposit in an escrow account with Farmer's State Bank the sum of \$10,000.00 (after receipt of payment from Rotary) so that the City may use such funds in the event of abandonment or untimely completion of the Project ("Performance Escrow Account"). Rotary agrees to execute an escrow agreement substantially in the form attached as Exhibit "C" and provide payment to the City for the Performance Escrow Account (prior to commencement of construction). Rotary shall be entitled to receive interest on the Performance Escrow Account commencing with deposit and ending upon closure of the account pursuant to the terms of the escrow agreement. If all or a portion of the funds in such Performance Escrow Account remains after completion of construction and acceptance by the City of the Project, such remaining amount, after deduction for escrow agent fees and expenses, may be returned to Rotary pursuant to the terms of the escrow agreement.

10. Warranty: Rotary warrants that the Project shall be free from defects in material and workmanship for a period of one (1) year following the date of completion of construction and acceptance of the Project by the City. Rotary shall repair or replace any portion of the Project shown to be defective during that one (1) year period. The City agrees to promptly notify Rotary upon discovery of any defects. Failure by Rotary to timely repair or replace any defect shall entitle the City, in its sole discretion and without limitation as to any other available remedy at law or in equity, repair or replace such defect and collect the cost of repair or replacement from the Maintenance Escrow Account as provided in Paragraph 11 below.

11. Maintenance Escrow Account. No later than the completion of construction and acceptance by the City of the Project, the City shall, after receipt of payment from Rotary, deposit in an escrow account with Farmer's State Bank the sum of \$10,000.00 so that the City may use such funds to pay for maintenance and repair of the Project for a period of one (1) year after completion of construction and acceptance of the Project by the City ("Maintenance Escrow Account"). Rotary agrees to execute an escrow agreement substantially in the form attached as Exhibit "D," and provide payment to the City for the Maintenance Escrow Account no later than the completion of construction and acceptance of the Project by the City. Rotary shall be entitled to receive interest on the Maintenance Escrow Account commencing with deposit and ending upon closure of the account pursuant to the terms of the escrow agreement. If all or a portion of the funds in such Maintenance Escrow Account remains after the expiration of one (1) year and payment for all necessary repairs and maintenance during that period has been made, such remaining amount, after deduction for escrow agent fees and expenses, may returned to Rotary pursuant to the terms of the escrow agreement.

12. Donation of Project to the City. At the conclusion of construction of the Project and acceptance by the City, Rotary agrees that all of Rotary's rights, title and interest in the Project shall be donated to the City at no cost to the City. The City agrees to accept such donation. No further act by the parties shall be necessary to effectuate such donation and acceptance.

13. Maintenance of Project by the City. The City agrees that after the one-year maintenance and repair period set forth in Paragraph 10 above, the City shall be responsible for all necessary repairs and maintenance thereafter, at the City's cost. The City agrees to reasonably maintain and repair the Project for at least twenty-five (25) years after the City's maintenance and repair obligation commences. After such twenty-five (25) year period the City may continue to reasonably maintain and repair the Project until the Project can no longer be feasibly maintained or repaired, or the Property is needed for another City project or City infrastructure, whichever occurs first.

14. Curb Cut on Frontage Road to W First Street. The City agrees to provide a curb cut on the "frontage road" to West First Street near the Behrens Rapp Station for recreational trail access to the Project. Such curb cut shall be completed by Rotary at their cost, with proper right of way permit for the work.

15. Preservation of Trees. Rotary acknowledges the importance of preservation of trees in the area of the Project. Although the City acknowledges that some trees may need to be removed, Rotary agrees to minimize the loss of trees to the extent feasible. Any tree removal shall be identified in plans and specifications for the Project which are subject to approval by the City. Any trees removed by Rotary for the Project shall be replaced with trees of similar kind and quality approved by the City and placed at a location directed by the City, all at Rotary's cost.

16. Tow of the Levee. The City agrees to delineate and clearly identify the start of the tow of the levee near the Property prior to commencement of construction of the Project so that there is no encroachment on the levee by construction or associated activity. Such delineation and identification shall be done at no cost to Rotary and shall occur within five (5) days of notice of request by Rotary. No construction activities may begin until after such delineation and identification.

17. Clearing of Property. The City agrees to clear the Property by removing existing turf and trees as needed, for the construction of the Project. The City shall also relocate any signs that would interfere with construction. Such work shall be done at no cost to Rotary and shall commence within five (5) days of notice of request by Rotary.

18. Indemnification. Rotary agrees to hold harmless and indemnify the City and its employees, agents and elected and appointed officials from all actions, claims, liabilities, assertions of liability, losses, costs and expenses whatsoever, in law or equity, including but not limited to attorney fees and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, from the design, construction or installation of the project, or any part thereof, or as a result of the duties and obligations required by this Agreement.

19. Insurance. Rotary shall procure insurance as set forth in Exhibit "E" attached and to provide a certificate to the City evidencing such insurance prior to the commencement of construction.

20. Private Project. The Project is being funded and undertaken by a private entity with no expenditure of public funds. Any contract for goods or services entered into by Rotary for the Project is not subject to public bidding laws.

21. Compliance with Laws and Regulations. Rotary agrees to comply fully with all applicable federal, state and local laws and regulations applicable to this Agreement, and also to comply with all City ordinances, rules, regulations and standards applicable to the Project.

22. Incorporation of Exhibits. All exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

23. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, should the other party default in any of the terms of this Agreement, and through no fault of the party initiating the termination; provided, however, that the party in default or alleged default shall be allowed to cure such default prior to the expiration of the thirty-day period in which case the Agreement shall not be terminated. Said thirty-day period shall extend the deadline for completion of the Project under Paragraph 8 above assuming the default or alleged default is cured to the satisfaction of the initiating party within such thirty-day period. The terms of Paragraph 9 in regard to completion of the Project may apply in the event of Termination.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

25. No Employment, Joint Venture Relationship. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties, or a joint venture.

28. Notices. Any notices, consents, or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given when received, delivered by United States registered or certified mail, postage prepaid, return receipt requested, or nationally-recognized overnight delivery service, to the other party to be notified, at the addresses listed below:

If to Rotary: Mike Butler
1022 Washington St.
Cedar Falls, Iowa 50613

If to the City: Stephanie Houk Sheetz
Director of Community Development
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
(319) 268-5151

29. Entire Agreement: Amendment. This Agreement, together with the attached Exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings, or promises, both verbal and written. This Agreement may only be amended by written instrument signed by both parties.

30. City Council Approval. This Agreement is subject to approval by the City Council of the City.

IN WITNESS WHEREOF, the City and Rotary have executed this Agreement as of the date stated above.

City of Cedar Falls, Iowa

By: 
Robert M. Green, Mayor

Attest:


Jacqueline Daniels, MMC, City Clerk

The Rotary Club of Cedar Falls

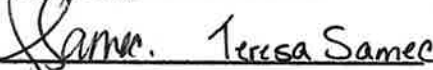
By: 
Its: President

Exhibit A
Site Plan



Exhibit B
Illustration of Project

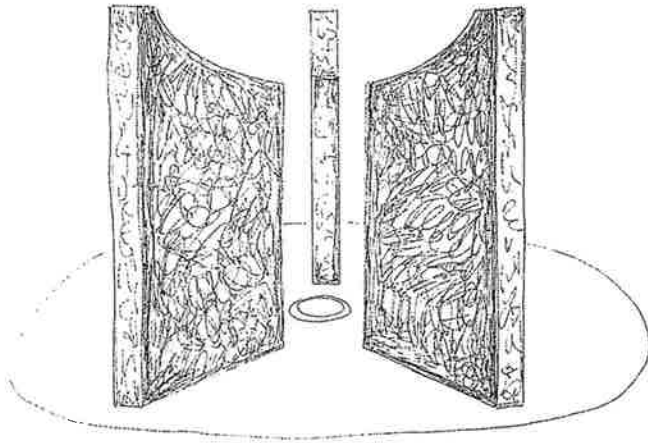
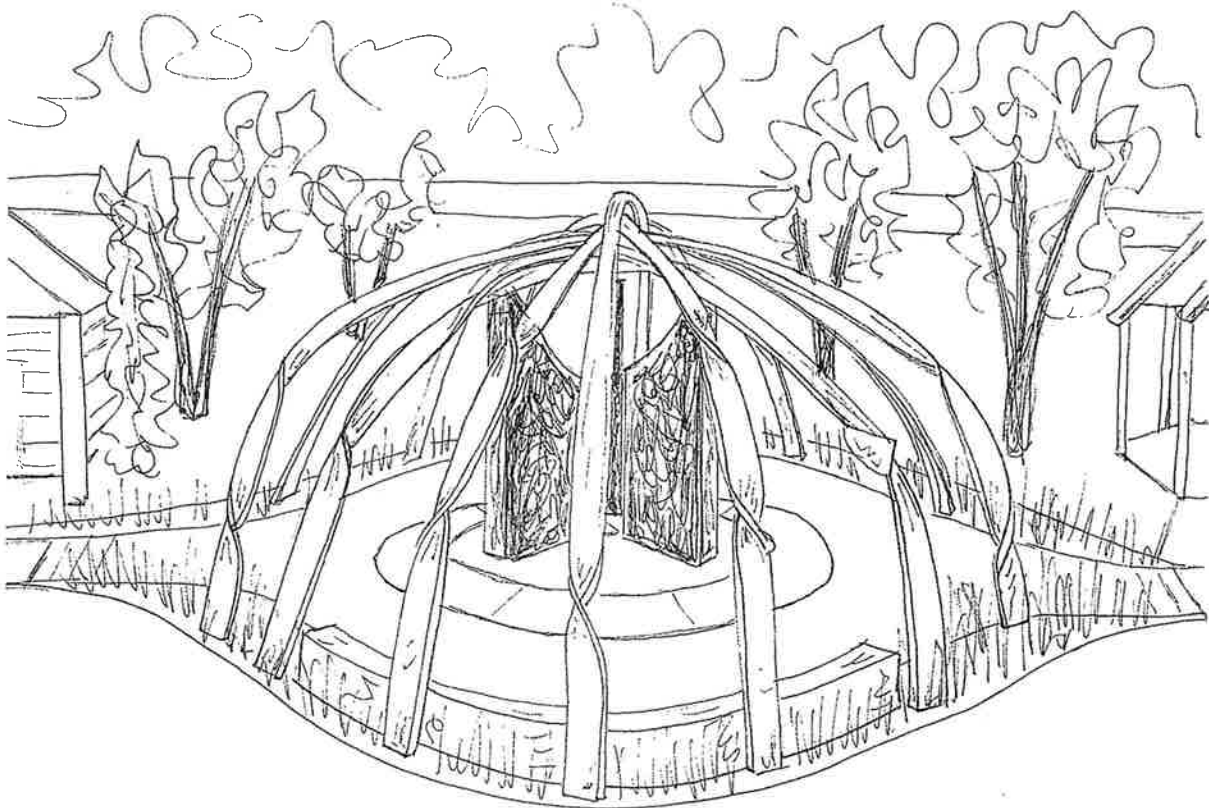


Exhibit C

**CASH ESCROW AGREEMENT (PERFORMANCE)
FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA**

This Cash Escrow Agreement (Performance) ("Agreement") is entered into on the ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Escrow Agent.** The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.
2. **Delivery of Escrow Deposit.** Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
 - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
 - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
 - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. **Escrow Account.** The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: _____ (name)

Its: _____ (title)

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Performance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Performance).

Dated this _____ day of _____, 2022

Farmers State Bank

By: _____ (name)

Its: _____ (title)

Exhibit D

**CASH ESCROW AGREEMENT (MAINTENANCE)
FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA**

This Cash Escrow Agreement (Maintenance) ("Agreement") is entered into on the _____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Escrow Agent.** The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.
2. **Delivery of Escrow Deposit.** Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
 - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
 - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
 - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. **Escrow Account.** The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: _____ (name)

Its: _____ (title)

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Maintenance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Maintenance).

Dated this _____ day of _____, 2022

Farmers State Bank

By: _____ (name)

Its: _____ (title)

FIRST AMENDMENT TO THE AGREEMENT FOR ROTARY PLAZA

This First Amendment to the Agreement for Rotary Plaza is made and entered into this 5th day of September, 2023, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and **Rotary Club of Cedar Falls** (hereinafter "Rotary").

WHEREAS, the City and the Rotary entered into a certain Agreement for Rotary Plaza on September 6, 2022, which established the terms and conditions whereby the Rotary Plaza and connecting trails would be developed and completed at 205-221 W 1st Street at no cost to the City (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, amendments to the Agreement may be made by written instrument signed by the parties; and

WHEREAS, Rotary would like to install lighting for Rotary Plaza with the on-going electrical cost paid by the City; and

WHEREAS, the City has determined that it would be in the best interest of the City to enhance Rotary Plaza with lighting.

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. A new paragraph 4a is added to the Agreement as follows:

Rotary shall install a separate meter, LED ground lights (type to be approved by the City), and all underground wiring necessary (with location of wiring shown on the plans provided by Rotary and subject to approval by the City) for proper functioning of lighting Rotary Plaza.

2. A new paragraph 13a is added to the Agreement as follows:

Upon acceptance by the City of lighting of Rotary Plaza as provided in this First Amendment, with verification that all lighting is properly functioning, such lighting shall become part of the Project, and

maintenance of Rotary Plaza by the City shall include the monthly costs of such lighting.

- 3. The City and Rotary hereby acknowledge and agree that all of the terms and conditions of the Agreement including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to the Agreement for Rotary Plaza.


IN WITNESS WHEREOF, City and Rotary have executed this First Amendment to the Agreement for Rotary Plaza at Cedar Falls, Iowa, effective as of the date first stated above.

AGENCY:

CITY:

ROTARY CLUB OF CEDAR FALLS

CITY OF CEDAR FALLS, IOWA

BY: 
Patrick Smith, President

BY: 
Mayor Robert M. Green

ATTEST: 

ATTEST: 
Jacquie Danielsen

DATE: 8.24.23

DATE: 9/6/2023

**AGREEMENT FOR ROTARY PLAZA
BETWEEN
THE CITY OF CEDAR FALLS
AND
THE ROTARY CLUB OF CEDAR FALLS**

THIS AGREEMENT is entered into by and between The Rotary Club of Cedar Falls, PO Box 301, Cedar Falls, Iowa ("Rotary"), and the City of Cedar Falls, Iowa, an Iowa municipality ("City").

WHEREAS, the City owns property located at 205-221 W 1st St. (north side of W. 1st St. including property where the Little Red School House, small park, and Behrens Rapp Station improvements are located) (hereinafter the "Property"); and

WHEREAS, Rotary is celebrating its 100th anniversary in 2024; and

WHEREAS, Rotary wishes to construct at its own cost a plaza that will contain a monument and associated infrastructure on the Property to celebrate essential workers; and

WHEREAS, Rotary also wishes to construct a recreational trail extension on the Property at its own cost; and

WHEREAS, Rotary will donate the plaza, monument and recreational trail to the City after completion of construction; and

WHEREAS, the City finds it is in its best interest to allow the construction of the plaza, monument and recreational trail extension on the Property and to accept donation by the Rotary to the City of such amenities upon certain terms and conditions; and

WHEREAS, the parties have reached agreement on such terms and conditions and now wish to reduce that agreement to writing.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Construction of Rotary Plaza ("Plaza"). Rotary agrees to design and construct at its cost an area approximately 400 square feet, with a granite floor and appropriate footings. Such area shall be known as "Rotary Plaza." Rotary Plaza shall be constructed in the location and with the final appearance as depicted in Exhibit "A" attached.

2. Construction of Monument ("Monument"). Rotary agrees to design, construct and install on Rotary Plaza at its cost a monument consisting of three (3) granite spires each of which shall be eight (8) feet in height measuring from the base, and each covered by seven (7) steel bands. Such monument

may include identification of dedication to "Essential Workers." Once constructed and installed, said monument shall be as depicted in Exhibit "B" attached.

3. Construction of Recreational Trail Extension ("Extension"). Rotary agrees to design and construct a recreational trail extension from the sidewalk serving the Little Red School House, west through Rotary Plaza, and terminating on the west end at the Behrens Rapp Station. Said extension shall be constructed of concrete 6 inches thick and 8-10 feet in width (depending upon the location). The connection of such extension to the existing recreational trail system shall be smooth, safe, and according to City standards. The location of the recreational trail extension shall be generally as depicted in Exhibit "A" attached.

The Plaza, Monument and Extension shall together constitute the "Project."

4. Approval of Plans. The plans and specifications for the Project are subject to approval by the City Engineer or designee prior to commencement of construction. Plans and specifications shall be of sufficient detail to demonstrate to the satisfaction of the City Engineer or designee that the Project will be properly constructed, with footing details where appropriate, such that the finished Project will require minimal maintenance.

5. Construction Management. A general contractor licensed and bonded with the City shall oversee construction of the Project at Rotary's cost. Such general contractor may, at its discretion, engage subcontractors who are also licensed and bonded with the City. Such general contractor shall construct the Project in accordance with the plans and specifications approved by the City Engineer or designee.

6. Permits. Rotary shall obtain at its cost all necessary licenses and permits required by the City for the Project.

7. Inspections. City shall provide inspections of the Project as required by City ordinances, rules and regulations at no cost to Rotary. City and Rotary agree to cooperate on the timing of inspections. City inspections shall include, at a minimum, the following:

- a. Temporary construction boundary fencing;
- b. Stormwater Pollution Prevention Plan maintenance and compliance
- c. Footings;
- d. Initial installation of brick or stone work;
- e. Electrical work;
- f. Final inspection.

8. Completion of Construction. Construction of the Project shall commence no later than July 1, 2023 and shall be completed within 270 days from commencement of construction, absent unavoidable delays not caused by Rotary. The City may agree to a reasonable extension of the completion deadline in its sole discretion. All construction equipment and materials shall be removed from the Property upon completion of construction. Upon completion of construction all property owned by the City that is impacted by the Project other than the Project itself, shall be restored by Rotary to its original condition at Rotary's cost. Such restoration may include, but not necessarily be limited to, grading, sodding or seeding as well as any necessary watering. Such restoration is subject to approval by the City.

9. Abandonment; Rotary Escrow Account (Performance). If Rotary abandons construction of the Project with no construction activity for a period of at least 30 days, or Rotary does not timely

complete construction of the Project as set forth in Paragraph 8 above, the City may in its sole discretion, and upon 10 days written notice to Rotary, either complete construction of the Project at Rotary's cost or else remove all or part of the completed portions of the Project, also at Rotary's cost. City shall deposit in an escrow account with Farmer's State Bank the sum of \$10,000.00 (after receipt of payment from Rotary) so that the City may use such funds in the event of abandonment or untimely completion of the Project ("Performance Escrow Account"). Rotary agrees to execute an escrow agreement substantially in the form attached as Exhibit "C" and provide payment to the City for the Performance Escrow Account (prior to commencement of construction). Rotary shall be entitled to receive interest on the Performance Escrow Account commencing with deposit and ending upon closure of the account pursuant to the terms of the escrow agreement. If all or a portion of the funds in such Performance Escrow Account remains after completion of construction and acceptance by the City of the Project, such remaining amount, after deduction for escrow agent fees and expenses, may be returned to Rotary pursuant to the terms of the escrow agreement.

10. Warranty: Rotary warrants that the Project shall be free from defects in material and workmanship for a period of one (1) year following the date of completion of construction and acceptance of the Project by the City. Rotary shall repair or replace any portion of the Project shown to be defective during that one (1) year period. The City agrees to promptly notify Rotary upon discovery of any defects. Failure by Rotary to timely repair or replace any defect shall entitle the City, in its sole discretion and without limitation as to any other available remedy at law or in equity, repair or replace such defect and collect the cost of repair or replacement from the Maintenance Escrow Account as provided in Paragraph 11 below.

11. Maintenance Escrow Account. No later than the completion of construction and acceptance by the City of the Project, the City shall, after receipt of payment from Rotary, deposit in an escrow account with Farmer's State Bank the sum of \$10,000.00 so that the City may use such funds to pay for maintenance and repair of the Project for a period of one (1) year after completion of construction and acceptance of the Project by the City ("Maintenance Escrow Account"). Rotary agrees to execute an escrow agreement substantially in the form attached as Exhibit "D," and provide payment to the City for the Maintenance Escrow Account no later than the completion of construction and acceptance of the Project by the City. Rotary shall be entitled to receive interest on the Maintenance Escrow Account commencing with deposit and ending upon closure of the account pursuant to the terms of the escrow agreement. If all or a portion of the funds in such Maintenance Escrow Account remains after the expiration of one (1) year and payment for all necessary repairs and maintenance during that period has been made, such remaining amount, after deduction for escrow agent fees and expenses, may returned to Rotary pursuant to the terms of the escrow agreement.

12. Donation of Project to the City. At the conclusion of construction of the Project and acceptance by the City, Rotary agrees that all of Rotary's rights, title and interest in the Project shall be donated to the City at no cost to the City. The City agrees to accept such donation. No further act by the parties shall be necessary to effectuate such donation and acceptance.

13. Maintenance of Project by the City. The City agrees that after the one-year maintenance and repair period set forth in Paragraph 10 above, the City shall be responsible for all necessary repairs and maintenance thereafter, at the City's cost. The City agrees to reasonably maintain and repair the Project for at least twenty-five (25) years after the City's maintenance and repair obligation commences. After such twenty-five (25) year period the City may continue to reasonably maintain and repair the Project until the Project can no longer be feasibly maintained or repaired, or the Property is needed for another City project or City infrastructure, whichever occurs first.

14. Curb Cut on Frontage Road to W First Street. The City agrees to provide a curb cut on the "frontage road" to West First Street near the Behrens Rapp Station for recreational trail access to the Project. Such curb cut shall be completed by Rotary at their cost, with proper right of way permit for the work.

15. Preservation of Trees. Rotary acknowledges the importance of preservation of trees in the area of the Project. Although the City acknowledges that some trees may need to be removed, Rotary agrees to minimize the loss of trees to the extent feasible. Any tree removal shall be identified in plans and specifications for the Project which are subject to approval by the City. Any trees removed by Rotary for the Project shall be replaced with trees of similar kind and quality approved by the City and placed at a location directed by the City, all at Rotary's cost.

16. Tow of the Levee. The City agrees to delineate and clearly identify the start of the tow of the levee near the Property prior to commencement of construction of the Project so that there is no encroachment on the levee by construction or associated activity. Such delineation and identification shall be done at no cost to Rotary and shall occur within five (5) days of notice of request by Rotary. No construction activities may begin until after such delineation and identification.

17. Clearing of Property. The City agrees to clear the Property by removing existing turf and trees as needed, for the construction of the Project. The City shall also relocate any signs that would interfere with construction. Such work shall be done at no cost to Rotary and shall commence within five (5) days of notice of request by Rotary.

18. Indemnification. Rotary agrees to hold harmless and indemnify the City and its employees, agents and elected and appointed officials from all actions, claims, liabilities, assertions of liability, losses, costs and expenses whatsoever, in law or equity, including but not limited to attorney fees and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, from the design, construction or installation of the project, or any part thereof, or as a result of the duties and obligations required by this Agreement.

19. Insurance. Rotary shall procure insurance as set forth in Exhibit "E" attached and to provide a certificate to the City evidencing such insurance prior to the commencement of construction.

20. Private Project. The Project is being funded and undertaken by a private entity with no expenditure of public funds. Any contract for goods or services entered into by Rotary for the Project is not subject to public bidding laws.

21. Compliance with Laws and Regulations. Rotary agrees to comply fully with all applicable federal, state and local laws and regulations applicable to this Agreement, and also to comply with all City ordinances, rules, regulations and standards applicable to the Project.

22. Incorporation of Exhibits. All exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

23. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, should the other party default in any of the terms of this Agreement, and through no fault of the party initiating the termination; provided, however, that the party in default or alleged default shall be allowed to cure such default prior to the expiration of the thirty-day period in which case the Agreement shall not be terminated. Said thirty-day period shall extend the deadline for completion of the Project under Paragraph 8 above assuming the default or alleged default is cured to the satisfaction of the initiating party within such thirty-day period. The terms of Paragraph 9 in regard to completion of the Project may apply in the event of Termination.

24. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

25. No Employment, Joint Venture Relationship. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties, or a joint venture.

28. Notices. Any notices, consents, or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given when received, delivered by United States registered or certified mail, postage prepaid, return receipt requested, or nationally-recognized overnight delivery service, to the other party to be notified, at the addresses listed below:

If to Rotary: Mike Butler
1022 Washington St.
Cedar Falls, Iowa 50613

If to the City: Stephanie Houk Sheetz
Director of Community Development
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
(319) 268-5151

29. Entire Agreement: Amendment. This Agreement, together with the attached Exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings, or promises, both verbal and written. This Agreement may only be amended by written instrument signed by both parties.

30. City Council Approval. This Agreement is subject to approval by the City Council of the City.

IN WITNESS WHEREOF, the City and Rotary have executed this Agreement as of the date stated above.

City of Cedar Falls, Iowa

By: 
Robert M. Green, Mayor

Attest:


Jacqueline Danielsen, MMC, City Clerk

The Rotary Club of Cedar Falls

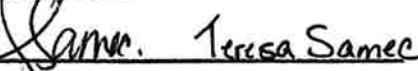
By: 
Its: President

Exhibit A
Site Plan



Exhibit B
Illustration of Project

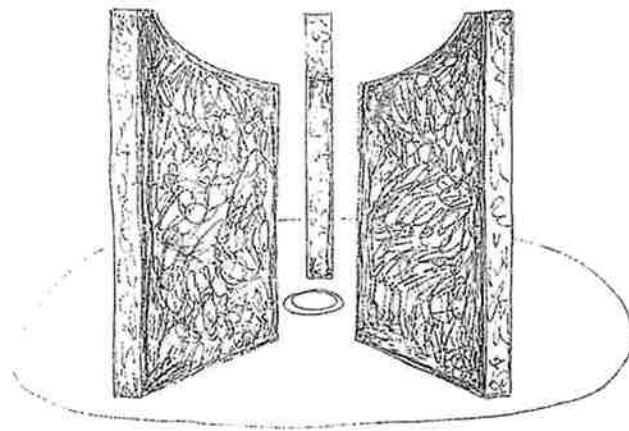
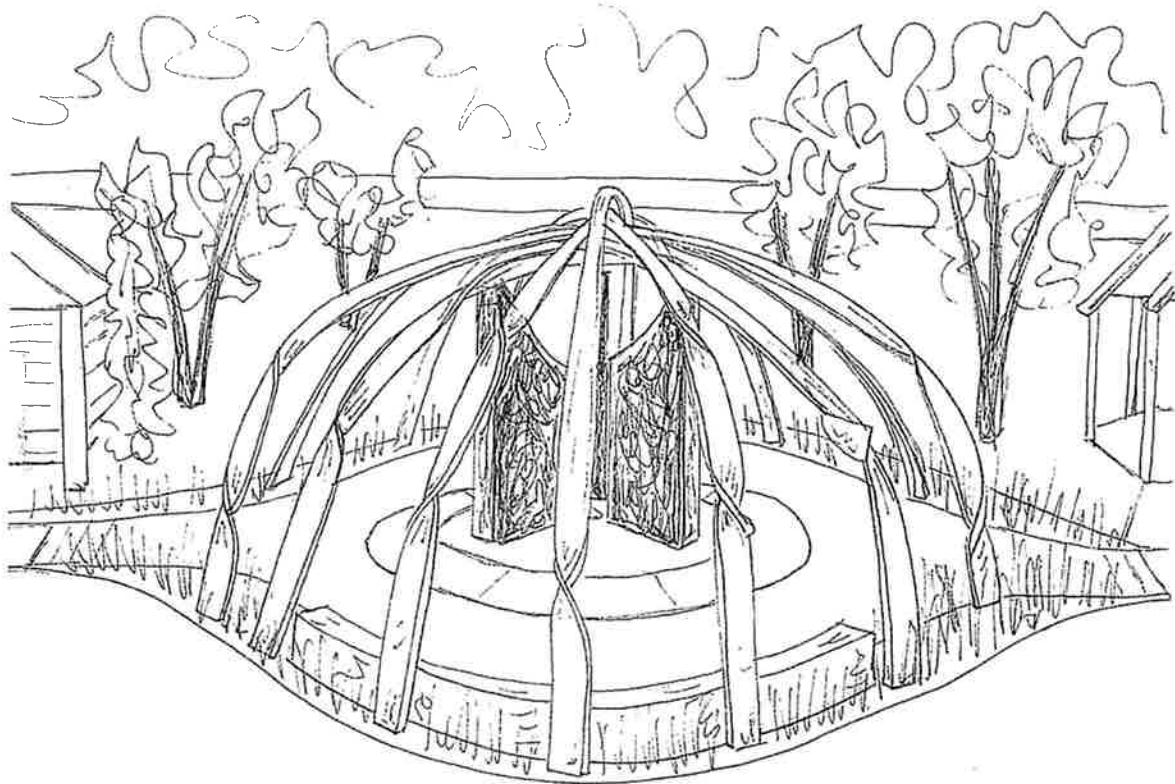


Exhibit C

CASH ESCROW AGREEMENT (PERFORMANCE) FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA

This Cash Escrow Agreement (Performance) ("Agreement") is entered into on the ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Escrow Agent.** The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.
2. **Delivery of Escrow Deposit.** Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
 - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
 - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
 - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. **Escrow Account.** The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: _____ (name)

Its: _____ (title)

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Performance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Performance).

Dated this ____ day of _____, 2022

Farmers State Bank

By: _____ (name)

Its: _____ (title)

Exhibit D

**CASH ESCROW AGREEMENT (MAINTENANCE)
FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA**

This Cash Escrow Agreement (Maintenance) ("Agreement") is entered into on the ____ day of _____, 2022, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties are entering into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 contemporaneously herewith ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Escrow Agent.** The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein. The fees for the Escrow Agent are set forth in Exhibit "2" attached and are to be paid by Rotary upon termination of the Escrow Account, but prior to the distribution of any remaining funds in the Escrow Account at termination.
2. **Delivery of Escrow Deposit.** Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
 - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
 - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
 - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. **Escrow Account.** The Escrow Account shall be interest bearing at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and at termination, and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: _____ (name)

Its: _____ (title)

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Maintenance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Maintenance).

Dated this ____ day of _____, 2022

Farmers State Bank

By: _____ (name)

Its: _____ (title)

**CASH ESCROW AGREEMENT (PERFORMANCE)
FOR ROTARY PLAZA IN THE CITY OF CEDAR FALLS, IOWA**

This Cash Escrow Agreement (Performance) ("Agreement") is entered into on the 15th day of May, 2023, by and between the City of Cedar Falls, Iowa, an Iowa municipality ("City") and The Rotary Club of Cedar Falls ("Rotary").

WHEREAS, the parties have entered into that certain Agreement for Rotary Plaza between the City and Rotary dated September 6, 2022 ("Rotary Plaza Agreement"), attached hereto as Exhibit "1" and incorporated herein by this reference, which Rotary Plaza Agreement establishes the terms and conditions of the design and construction of an amenity to be known as Rotary Plaza; and

WHEREAS, said Rotary Plaza Agreement provides in part that an escrow account shall be established and funded by Rotary for the City to use under certain conditions; and

WHEREAS, the parties desire to execute this Agreement to establish such escrow account and provide the mechanism for withdrawal from such escrow account.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and in the Rotary Plaza Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Escrow Agent.** The parties hereby appoint and designate Farmers State Bank, 131 Tower Park Drive, Suite 100, Waterloo, Iowa 50701 ("Escrow Agent"), for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein.
2. **Delivery of Escrow Deposit.** Within thirty (30) days of the parties' execution of this Agreement, Rotary shall pay to the City for deposit into the Escrow Account the sum of \$10,000.00. The entire deposit and all interest and other earnings thereon shall be deposited into one account with the Escrow Agent (the "Escrow Account"). The deposit into the Escrow Account is a completed delivery and is unconditional, absolute and irrevocable except as follows:
 - a. All parties to this Agreement, or their respective successors in interest, provide to the Escrow Agent specific instructions in writing cancelling this Agreement or modifying its terms.
 - b. An adjudication by any Court of competent jurisdiction ordering disposition of the Escrow Account.
 - c. Termination of this Escrow Agreement pursuant to the terms of this Agreement or termination of the Rotary Plaza Agreement.
3. **Escrow Account.** The Escrow Account shall be interest bearing at a .15% accrual rate, accounted for in regular monthly intervals and distributed in accordance with the terms and conditions of this Agreement. The funds held in the Escrow Account shall not be subject to a lien or attachment by any creditor of any party hereto, and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

4. Conditions of Escrow.

a. In the event of the occurrence of either Paragraph 2(a),(b) or (c) above, this Agreement shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to Rotary or its Successors or Assigns, whereupon the duties of the Escrow Agent are terminated.

b. If the City is entitled to the funds placed in the Escrow Account, or any part thereof, pursuant to the terms and conditions of this Agreement, or the attached Rotary Plaza Agreement, the Escrow Agent shall deliver the same to the City upon request of the City. This authority shall include delivery of said funds to a transferee authorized in writing by the City. Any request by the City for funds from the Escrow Account shall:

i. Be in writing and delivered to the Escrow Agent and to Rotary.

ii. Include the amount of the request and reasonable detail of the facts and circumstances giving rise to the request.

c. The Escrow Agent shall have no responsibility whatsoever to ensure that the Rotary or its Successors or Assigns and the City perform any of the terms of the attached Rotary Plaza Agreement. Responsibility of the Escrow Agent is limited to effecting the transfer of funds in the Escrow Account as expressly directed and agreed pursuant to said Rotary Plaza Agreement and this Agreement.

d. This escrow, power, authority and direction may similarly be used by any and all members of the Escrow Agent or successors thereof.

5. Successors and Assigns; Assignment. This Agreement shall be binding on and inure to the benefit of each party hereto and its successors and assigns. The parties may assign rights under this Agreement only to the same extent they are permitted to do so under the Rotary Plaza Agreement.

Dated at Cedar Falls, Black Hawk County, Iowa as of the date first stated above.

The Rotary Club of Cedar Falls

By: James (name)

Its: President (title)

City of Cedar Falls, Iowa

By: 
Robert M. Green, Mayor

Attest: 
Jacqueline Daniels, MMC, City Clerk

RECEIPT AND ACCEPTANCE OF ESCROW

The undersigned hereby acknowledges receipt of \$10,000.00, as designated in the foregoing Cash Escrow Agreement (Performance) and agrees to act as Escrow Agent for such purposes, and to perform its duties and responsibilities pursuant to the instructions and other terms and conditions set forth in the foregoing Cash Escrow Agreement (Performance).

Dated this 2 day of May, 2023

Farmers State Bank

By: Ashley Higgins (name)

Its: Customer Service Specialist (title)



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: Thom Weintraut, AICP, Planner III
 Matt Tolan, EI, Civil Engineer II
DATE: August 5, 2024
SUBJECT: Loy Minor Subdivision Plat

REQUEST: Request to approve the Loy Minor Subdivision Plat No. 1
 (Case # MPT24-002)

PETITIONER: Levi and Amber Loy and Joseph and Melanie Griffith (Owners); David Scheil,
 William Claassen Engineering & Surveying, Inc. (Surveyor)

LOCATION: 514 & 528 W 28th Street

PROPOSAL

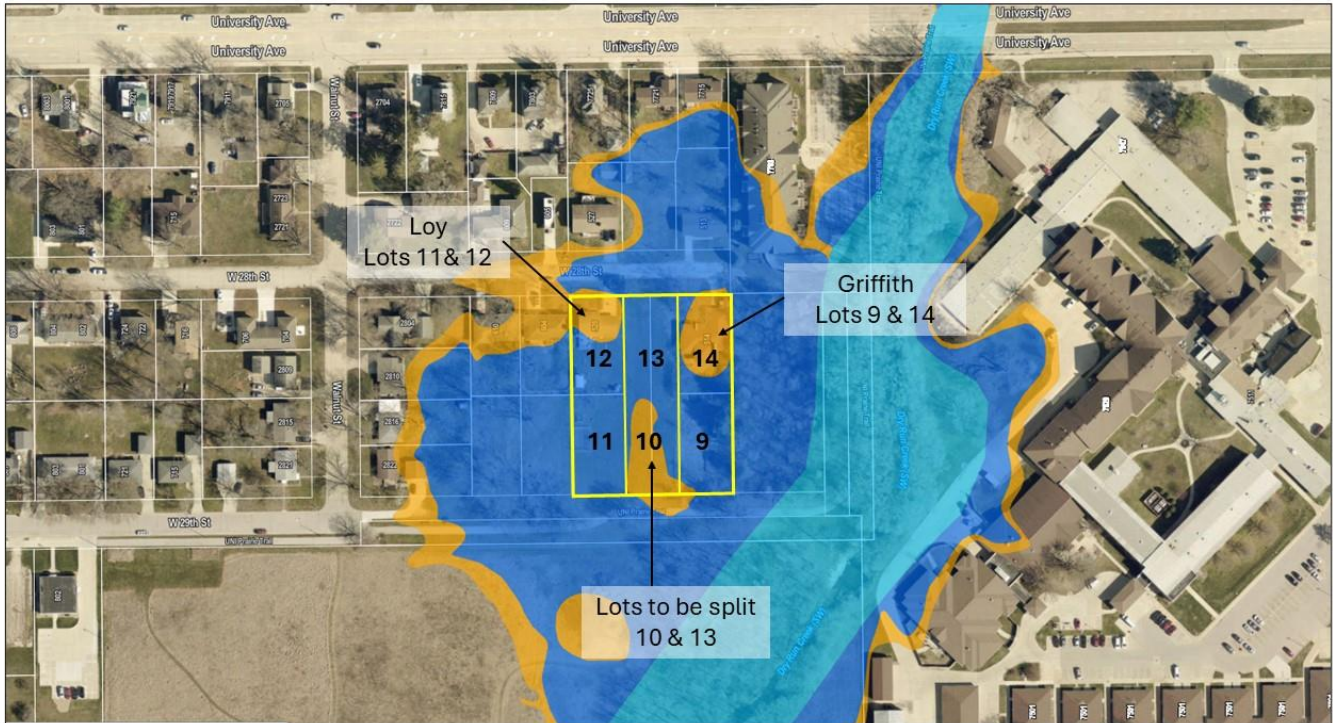
The current property owners propose to divide Lots 10 & 13 of the Twenty-Eighth Street Addition in half and then combine the western portion of Lots 10 & 13 with Lots 11 & 12, owned by the Loys, and the eastern portion of Lots 10 & 13 with Lots 9 and 14, owned by the Griffiths. A minor plat is required to split the two lots and to combine them with the other parcels. The subject parcels are within the R-2 Residence District and the F-F Floodway Fringe Overlay District.

BACKGROUND

The subject parcels (Lots 9 through 14) are part of the Twenty-Eighth Street Addition subdivision which was created in 1958. When the subdivision was platted only the north half of the right of way for 29th Street was platted and so the street was never constructed. The properties are located in the floodway fringe.

The Loys purchased Lots 11 and 12 in 2019. The residence on their property (lot 12) was built in 1980. Lots 9 and 14 were purchased by the Griffiths in 1990 and they built a house on Lot 14 in 1994. In July 2021, the Griffiths purchased Lots 10 and 13 which were both vacant, with the intent to keep the area open for storage of water in the event of flooding. In October 2023, the Griffiths offered the Loys the opportunity to purchase the western half of Lot 10 & 13.

One the following page is an image with the six lots highlighted and the floodplain shown.



ANALYSIS

514 and 528 W 28th Street along with the other four (4) lots are located in the R-2 Residence District and the F-F Floodway Fringe Overlay District. The property owners wish to split lots 10 & 13 and combine with the existing lots to keep the floodplain surrounding their properties undeveloped. Additionally, with Lots 9, 10, and 11 located within the flood plain and the fact these lots do not have utility services available along the 29th Street and that 29th Street only has a 33-foot-wide right-of-way, the potential for development is not very feasible. There is a storm sewer located in a 14-foot north-south utility easement between Lots 12 and 13, which then turns and runs westerly in a 16-foot easement along the north property line of Lot 11.

The two newly created parcels, “B” and “C” will meet zoning ordinance requirements.

TECHNICAL COMMENTS

The property owners will need to submit two signed and notarized Owner Statements before the subdivision can move forward for City Council approval. *Two signed copies of the Owner Statements are attached.*

Cedar Falls Utilities (CFU) has reviewed the Loy Minor Plat 1. Water, electric, gas, and communication utility services are available in accordance with the service policies of CFU.

A courtesy mailing was sent to the neighboring property owners on July 16, 2024.

RECOMMENDATION

The Planning and Zoning Commission recommends approval of case #MPT24-003, the Loy Minor Subdivision Plat No. 1, 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.

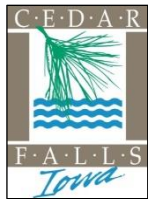
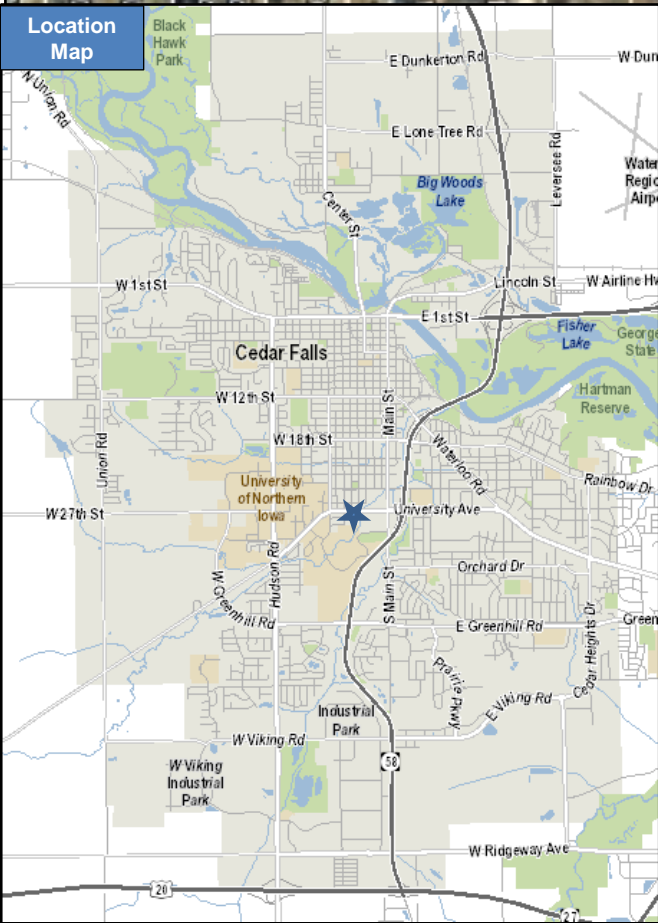
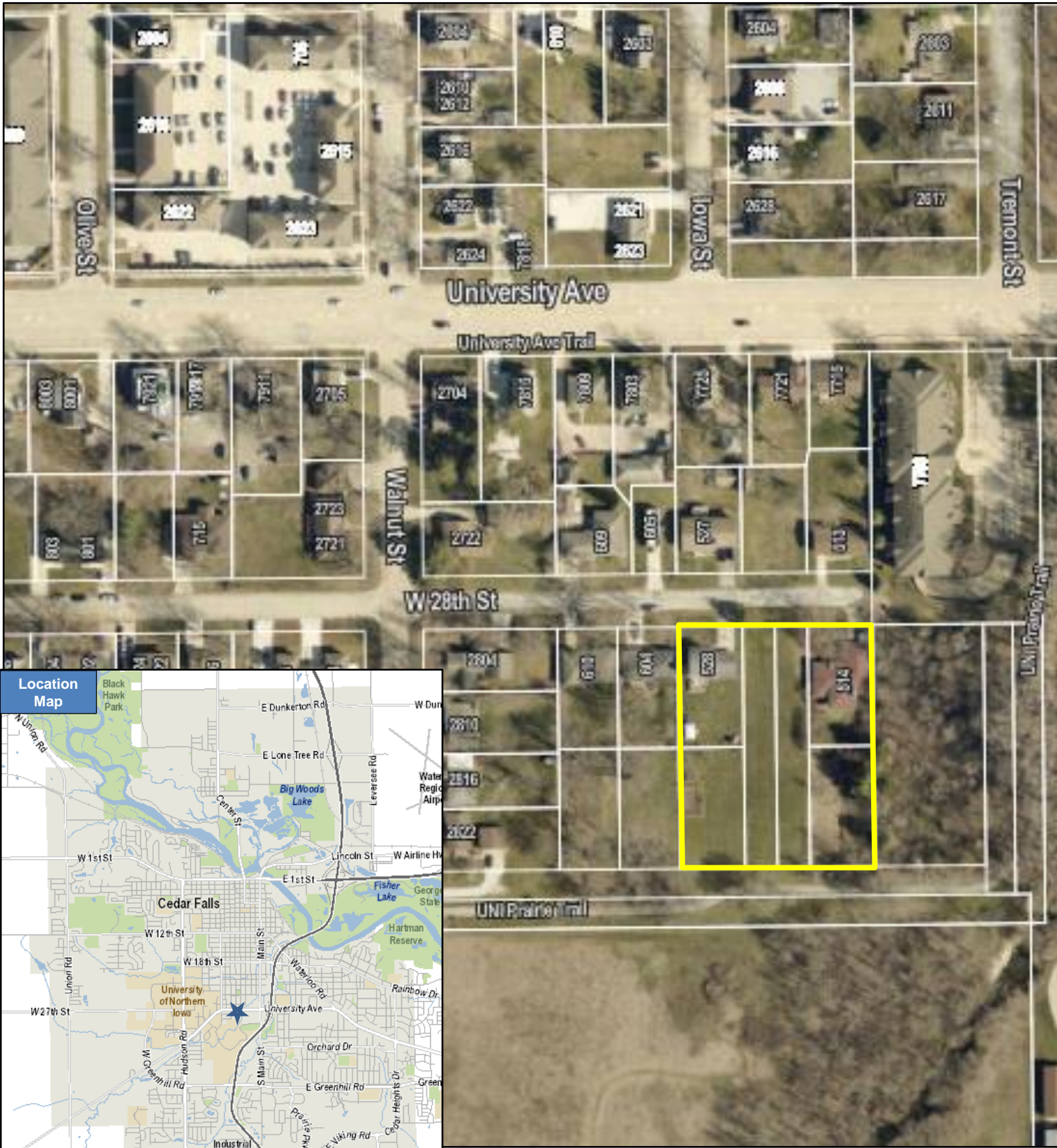
PLANNING & ZONING COMMISSION

Discussion 7/24/2024 The next item for consideration by the Commission was the Loy Minor Subdivision Plat No. 1. (Case #MPT24-002). Chair Hartley introduced the item and Mr. Weintraut provided background information. He explained that the request is to combine lots 11 and 12 as well as 9 and 14 in the Twenty-Eighth Street Addition. They would like to split and equally divide lots 10 and 13. The minor plat will split and combine the existing 6 lots into 2 lots. All existing easements of record will remain.

Staff recommends approval of the two-lot minor plat at 541 and 528 West 28th Street.

Sorensen made a motion to approve the item. Henderson seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Grybovych, Hartley, Henderson, Moser, Sorensen and Stalnaker), and 0 nays.

Attachments: Location Map
Proposed Plat
Owner's Statement



Loy Minor Plat 1
514 & 528 W 28th Street

For County Recorder's use.

INDEX LEGEND

General Description: Part of Twenty-Eight Street Addition, 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: Levi P. & Amber C. Loy and Joseph L. & Melanie J. Griffith
 Proprietor: Shown on Sheet 3 of 3

LOY MINOR SUBDIVISION PLAT NO. I

Parcels "B" & "C"

SHEET 1 OF 3

LEGAL DESCRIPTION Parcel "B"

That part of Lot Eleven (11), Lot Twelve (12), the West Half (W 1/2) of Lot Thirteen (13) and the West Half (W 1/2) of Lot Ten (10), all in Twenty-Eight Street Addition, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northwest corner of aforesaid Lot Twelve (12);
 thence N89°18'57"E Seventy-two and Ninety-eight Hundredths (72.98) feet along the North line of said Lot Twelve (12) to the Northeast corner of said Lot Twelve (12);
 thence N89°18'18"E Thirty-six and Fifty-five Hundredths (36.55) feet along the North line of aforesaid Lot Thirteen (13) to the East line of aforesaid West Half (W 1/2) of Lot Thirteen (13);
 thence S00°43'44"E One Hundred Thirty-five and Eighty-three Hundredths (135.83) feet along said East line to the South line of said Lot Thirteen (13);
 thence S00°44'15"E One Hundred Thirty-five and Eighty-five Hundredths (135.85) feet along the East line of aforesaid West Half (W 1/2) of Lot Ten (10) to the South line of said Lot Ten (10);
 thence S89°16'01"W Thirty-six and Fifty-four Hundredths (36.54) feet along the South line of said Lot Ten (10) to the Southeast corner of aforesaid Lot Eleven (11);
 thence S89°21'49"W Seventy-three and Fifteen Hundredths (73.15) feet along the South line of said Lot Eleven (11) to the Southwest corner of said Lot Eleven (11);
 thence N00°42'17"W One Hundred Thirty-five and Eighty-seven Hundredths (135.87) feet along the West line of said Lot Eleven (11) to the Northwest corner of said Lot Eleven (11);
 thence N00°41'42"W One Hundred Thirty-five and Seventy-eight Hundredths (135.78) feet along the West line of aforesaid Lot Twelve (12) to the point of beginning containing 29,778 square feet (0.68 acres).

LEGAL DESCRIPTION Parcel "C"

That part of Lot Nine (09), Lot Fourteen (14), the East Half (E 1/2) of Lot Thirteen (13) and the East Half (W 1/2) of Lot Ten (10), all in Twenty-Eight Street Addition, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing at the Northwest corner of aforesaid Lot Thirteen (13);
 thence N89°18'18"E Thirty-six and Fifty-five Hundredths (36.55) feet along the North line of said Lot Thirteen (13) to the West line of aforesaid East Half (E 1/2) of Lot Thirteen (13) and to the point of beginning;
 thence N89°18'18"E Thirty-six and Fifty-five Hundredths (36.55) feet along said North line to the Northeast corner of said Lot Thirteen (13);
 thence N89°18'18"E Seventy-three and Ten Hundredths (73.10) feet along the North line of aforesaid Lot Fourteen (14) to the Northeast corner of said Lot Fourteen (14);
 thence S00°43'27"E Two Hundred Seventy-one and Sixty-one Hundredths (271.61) feet along the East line of said Lot Fourteen (14) and along the East line of aforesaid Lot Nine (09) to the Southeast corner of said Lot Nine (09);
 thence S89°16'01"W Seventy-three and Seven Hundredths (73.07) feet along the South line of said Lot Nine (09) to the Southwest corner of said Lot Nine (09);
 thence S89°16'01"W Thirty-six and Fifty-four Hundredths (36.54) feet along the South line of aforesaid Lot Ten (10) to the West line of aforesaid East Half (E 1/2) of said Lot Ten (10);
 thence N00°44'15"W One Hundred Thirty-five and Eighty-five Hundredths (135.85) feet along said West line to the North line of said Lot Ten (10);
 thence N00°43'44"W One Hundred Thirty-five and Seventy-three Hundredths (135.73) feet along aforesaid West line of the East Half (E 1/2) of Lot Thirteen (13) to the point of beginning containing 29,782 square feet (0.68 acres).

NOTES:

1. The basis of bearings for this Plat of Survey is the North line of Lot 12 assigned a bearing of N89°18'57"E 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



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.

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

Date: July 08, 20 24 License No. 16775

Pages or Sheets Covered by this Seal: 3

My license renewal date is December 31, 2024

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

LOY MINOR SUBDIVISION PLAT NO. I

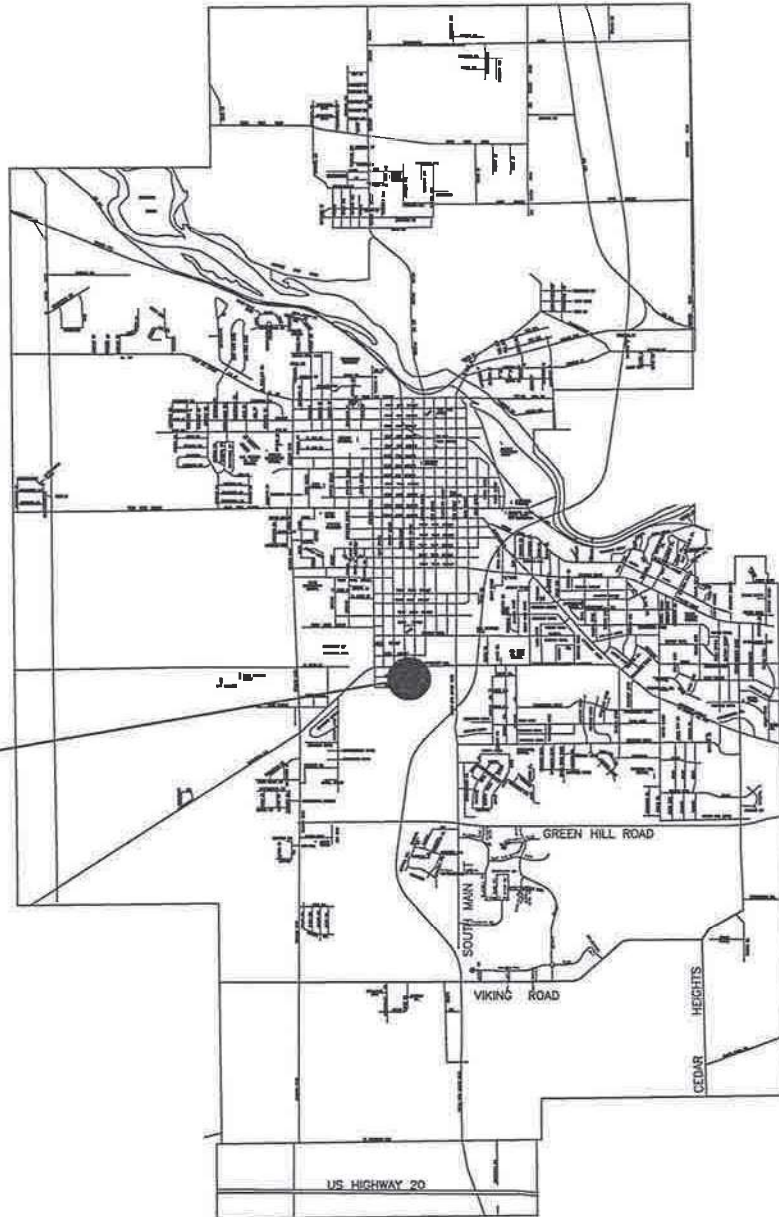
SHEET 2 OF 3

Parcels "B" & "C"

Part of Twenty-Eight Street Addition,
Cedar Falls, Black Hawk County, Iowa
Survey for: Levi P. & Amber C. Loy
and Joseph L. & Melanie J. Griffith
Proprietor: Shown on Sheet 3 of 3



1 INCH = 50 FEET



LOCATION

KEY MAP: CEDAR FALLS, IA.

GENERAL NOTES:

1. Owner: Levi and Amber Loy
528 W. 26th Street
Cedar Falls, Iowa 50613
2. Owner: Joseph & Melanie Griffith
514 W. 28th Street
Cedar Falls, Iowa 50613
3. Engineer/Surveyor: Wayne Claassen Engineering and Surveying, Inc.
2705 University Ave. (P.O. Box 898)
Waterloo, Iowa, 50704
Phone: 319.235.6294
4. Current zoning is R-2 Residential District. Front setback is 25.
Side setback is 10% lot width. Rear setback is 30.
5. Flood Zone AE is special hazard area with base flood elevation or depth.
Flood Zone X is 0.2% annual chance flood hazard, areas of 1% annual
chance flood with average depth less than one foot
or with drainage areas less than one square mile.

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
 P.O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
 (FAX) 319-235-0028

LOY MINOR SUBDIVISION PLAT NO. 1

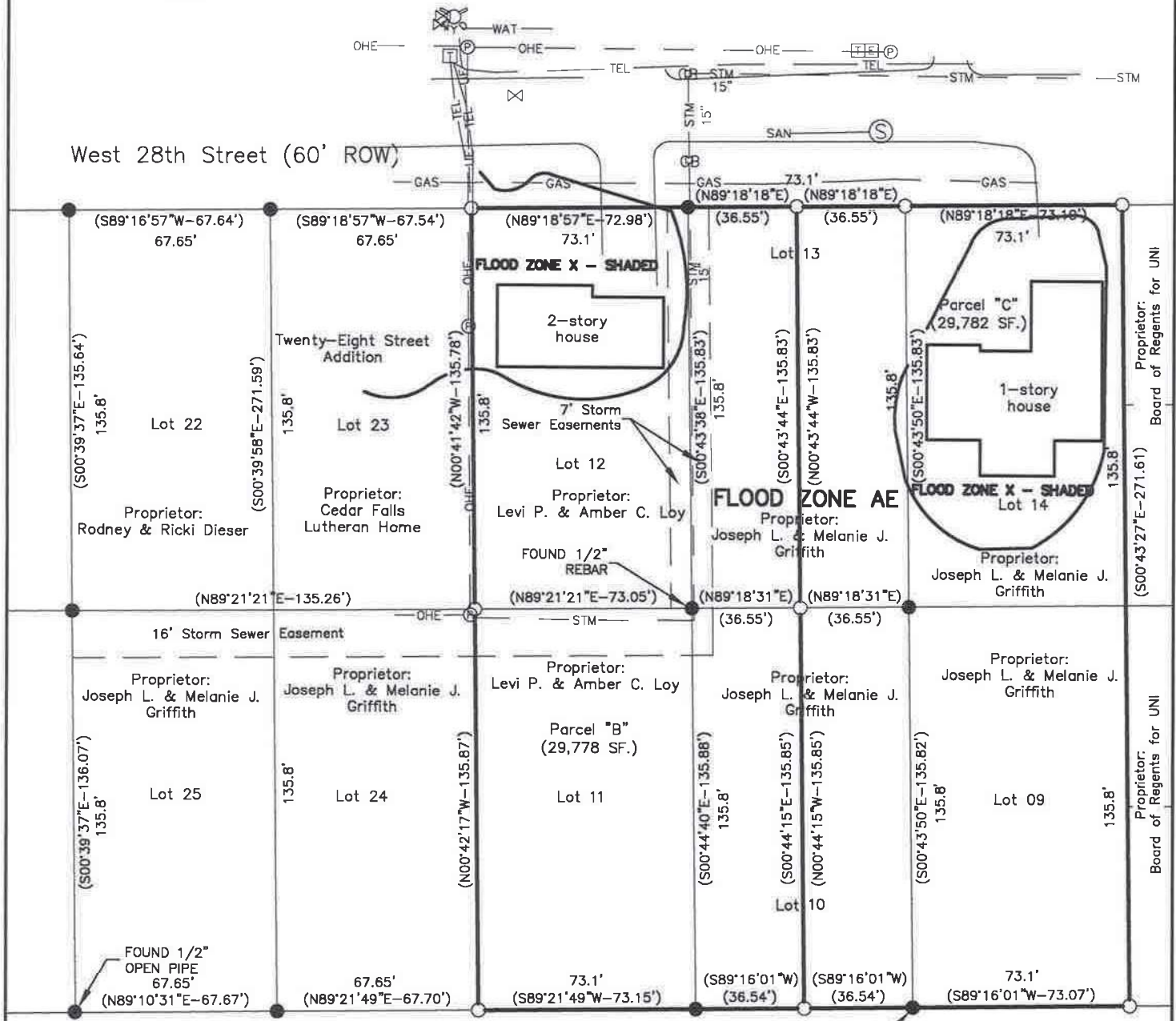
SHEET 3 OF 3

Parcels "B" & "C"

Part of Twenty-Eight Street Addition,
 Cedar Falls, Black Hawk County, Iowa
 Survey for: Levi P. & Amber C. Loy
 and Joseph L. & Melanie J. Griffith
 Proprietor: Shown below



1 INCH = 50 FEET



SURVEY LEGEND:

- DENOTES FOUND 1" CLIP PIN (UNLESS NOTED OTHERWISE)
- DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- 000.00 DENOTES RECORD DIMENSION
(000.00) DENOTES FIELD DIMENSION
- ⊙ DENOTES POWER POLE
- ☒ DENOTES TELEPHONE BOX
- ⊞ DENOTES ELECTRIC BOX
- Ⓢ DENOTES SANITARY SEWER MANHOLE
- CB ⊙ DENOTES STORM CATCH BASIN
- ⊕ DENOTES FIRE HYDRANT
- ⊗ DENOTES WATER VALVE
- SAN— DENOTES EXISTING SANITARY SEWER
- GAS— DENOTES EXISTING GAS MAIN
- UE— DENOTES UNDERGROUND ELECTRIC
- TEL— DENOTES EXISTING CABLE
- OHE— DENOTES OVERHEAD WIRES
- STM— DENOTES EXISTING STORM SEWER
- WAT— DENOTES EXISTING WATER MAIN

73.1'
 FOUND 3/4" OPEN PIPE

SCS

OWNER'S STATEMENT OF RESTRICTIONS AND EASEMENTS FOR
LOY MINOR SUBDIVISION PLAT NO. 1
CEDAR FALLS, IOWA

We, Amber C. Loy, Levi P. Loy, Joseph L. Griffith, and Melanie J. Griffith being the legal titleholders of the real estate legally described as follows:

That part of Lot Eleven (11), Lot Twelve (12), the West Half (W 1/2) of Lot Thirteen (13) and the West Half (W 1/2) of Lot Ten (10), all in Twenty-Eight Street Addition, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northwest corner of aforesaid Lot Twelve (12); thence N89° 18'57"E Seventy-two and Ninety-eight Hundredths (72.98) feet along the North line of said Lot Twelve (12) to the Northeast corner of said Lot Twelve (12); thence N89° 18'18"E Thirty-six and Fifty-five Hundredths (36.55) feet along the North line of aforesaid Lot Thirteen (13) to the East line of aforesaid West Half (W 1/2) of Lot Thirteen (13); thence S00° 43'44"E One Hundred Thirty-five and Eighty-three Hundredths (135.83) feet along said East line to the South line of said Lot Thirteen (13); thence S00° 44'15"E One Hundred Thirty-five and Eighty-five Hundredths (135.85) feet along the East line of aforesaid West Half (W 1/2) of Lot Ten (10) to the South line of said Lot Ten (10); thence S89° 16'01"W Thirty-six and Fifty-four Hundredths (36.54) feet along the South line of said Lot Ten (10) to the Southeast corner of aforesaid Lot Eleven (11); thence S89° 21'49"W Seventy-three and Fifteen Hundredths (73.15) feet along the South line of said Lot Eleven (11) to the Southwest corner of said Lot Eleven (11); thence N00° 42'17"W One Hundred Thirty-five and Eighty-seven Hundredths (135.87) feet along the West line of said Lot Eleven (11) to the Northwest corner of said Lot Eleven (11); thence N00° 41'42"W One Hundred Thirty-five and Seventy-eight Hundredths (135.78) feet along the West line of aforesaid Lot Twelve (12) to the point of beginning containing 29,778 square feet (0.68 acres).

And

That part of Lot Nine (09), Lot Fourteen (14), the East Half (E 1/2) of Lot Thirteen (13) and the East Half (W 1/2) of Lot Ten (10), all in Twenty-Eight Street Addition, City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing at the Northwest corner of aforesaid Lot Thirteen (13); thence N89° 18'18"E Thirty-six and Fifty-five Hundredths (36.55) feet along the North line of said Lot Thirteen (13) to the West line of aforesaid East Half (E 1/2) of Lot Thirteen (13) and to the point of beginning; thence N89° 18'18"E Thirty-six and Fifty-five Hundredths (36.55) feet along said North line to the Northeast corner of said Lot Thirteen (13); thence N89° 18'18"E Seventy-three and Ten Hundredths (73.10) feet along the North line of aforesaid Lot Fourteen (14) to the Northeast corner of said Lot Fourteen (14); thence S00° 43'27"E Two Hundred Seventy-one and Sixty-one Hundredths (271.61) feet along the East line of said Lot Fourteen (14) and along the East line of aforesaid Lot Nine (09) to the Southeast corner of said Lot Nine (09); thence S89° 16'01"W Seventy-three and Seven Hundredths (73.07) feet along the South line of said Lot Nine (09) to the Southwest corner of said Lot Nine (09); thence S89° 16'01"W Thirty-six and Fifty-four Hundredths (36.54) feet along the South line of aforesaid Lot Ten (10) to the West line of aforesaid East Half (E 1/2) of said Lot Ten (10); thence N00° 44'15"W One Hundred Thirty-five and Eighty-five Hundredths (135.85) feet along said West line to the North line of said Lot Ten (10); thence N00° 43'44"W One Hundred Thirty-five and Seventy-three Hundredths (135.73) feet along aforesaid West line of the East Half (E 1/2) of Lot Thirteen (13) to the point of beginning containing 29,782 square feet (0.68 acres).

And being desirous of dividing and combining said real estate into two separate parcels upon approval of this **Loy Minor Subdivision Plat No. 1** (the "Minor Plat"), by the City of Cedar Falls, do hereby submit the following statement of restrictions and easements:

RESTRICTIONS

- 1. These parcels are located in the R-2 Residence District and F-F Floodway Fringe Overlay District in Cedar Falls and, therefore, are subject to the applicable restrictions and development requirements of these zoning districts. .
- 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.

EASEMENTS

- 1. The owners do hereby grant and convey to the City of Cedar Falls, Iowa, its successor and assigns, and to any private or municipal corporations, firms or persons furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual non-exclusive easements across, on and/or under the property in the specific locations shown on the attached plat.
- 2. All recorded easements affecting the subject property prior to this platting shall be recognized as continuing in effect and service and shall not be considered rescinded by this platting.

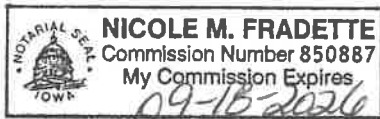
WITNESS our hands as our statement of intention for the **LOY MINOR SUBDIVISION PLAT NO. 1, CEDAR FALLS, IOWA:**

Levi P. Loy
Levi P. Loy

Amber C. Loy
Amber C. Loy

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

The foregoing record was acknowledged before me on 7-24, 2024, by Levi P. Loy and Amber C. Loy, husband and wife.



Nicole M. Fradette
Notary Public – State of Iowa

Paul J. Suffitt

Melanie J. Suffitt

Joseph L. Griffith

Melanie J. Griffith

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

The foregoing record was acknowledged before me on 7-24, 2024, by Joseph L. Griffith and Melanie J. Griffith, husband and wife.



Caryn Schipper
Notary Public - State of Iowa



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, Planner III
 Matthew Tolan, EI, Civil Engineer II
DATE: August 8, 2024
SUBJECT: North Cedar Estates Preliminary Plat (PP23-007)

REQUEST: Request to approved Preliminary Plat for North Cedar Estates

PETITIONERS: Jim Sands, property owner; VJ Engineering, Project Engineers

LOCATION: North of Lone Tree Road, Hiawatha Rd and Pocahontas Rd; and west of Cypress Avenue

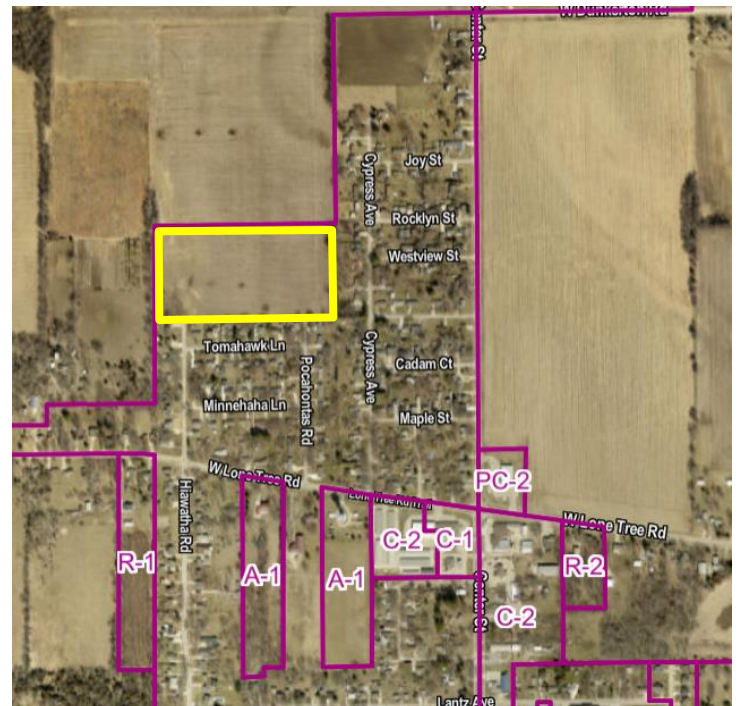
PROJECT #: PP03-007 Preliminary Plat for North Cedar Estates

PROPOSAL

Jim Sands submitted an application for a preliminary plat of 14.43 acres, which is a portion of a 46.25-acre parcel of land owned by the applicant located north of Lone Tree Road and west of Cypress Avenue, as shown in the image to the right. The applicant proposes to subdivide the land into 33 residential lots, with four tracts intended for public streets and stormwater management facilities, and one outlot intended for a public park.

BACKGROUND:

In May 2023, the City Council approved the rezoning of the southern 14.43 acres of the 46.25-acre property owned by Jim Sands. The northern 2/3 of the property is not able to be served by sewer at this time, so it remains zoned A-1 Agriculture.



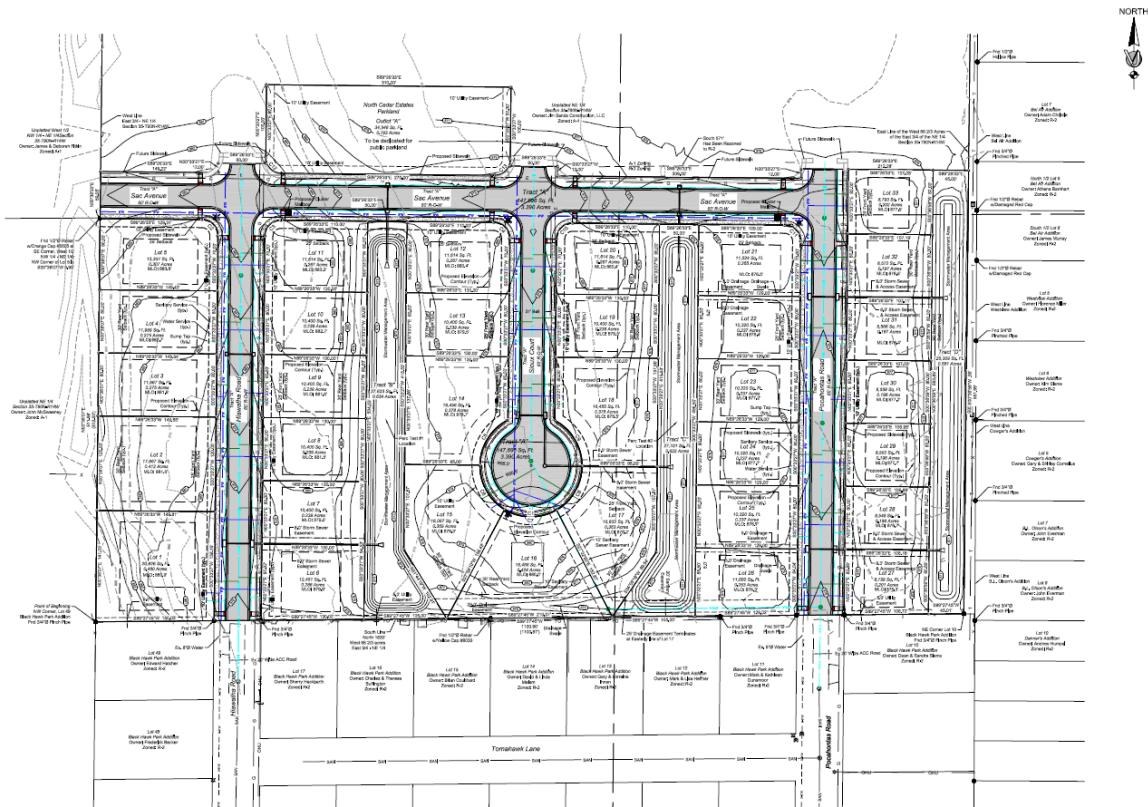
At the time of rezoning, the applicant committed to providing neighborhood park space with this subdivision to serve this area, consistent with the Future Land Use Map.

ANALYSIS

Lot Configurations:

The applicant proposes 33 lots, 4 tracts, and one outlot to be dedicated for public park space. Tract A is intended for street rights-of-way and Tracts B-D are intended for stormwater detention. Outlot A, which is approximately 0.8 acres in size, is proposed for neighborhood park space.

The entire subdivision is located within the R-2 Residence District, except for the park space, which is located in the A-1 Agriculture District. The minimum lot size in the R-2 District is 7,200 square feet. The subdivision consists of home lots that range from 8,546-20,926 square feet. The development lots are generally 80 feet in width or greater, which exceeds the minimum lot width for single-unit dwellings in the R-2 District. Minimum principal building setbacks within the R-2 Zoning District are as follows: 25-foot front yard, 30-foot rear yard, and a side yard of 10% of the lot width. All 33 of the proposed development lots meet these standards. As required by the subdivision code, the corner lots are all at least 80 feet wide as measured at the front setback line.



Phasing of Development and Critical Connections:

The applicant proposes to develop the 33 lots in one phase. The preliminary plat provides three street connections to the north and one connection to the west to provide for future development. Existing development prevents any street connections to the east. Two of the north-south streets are extensions of existing streets, Pocahontas and Hiawatha Roads.

Stormwater Management:

The City requires that the 100-year storm event be detained on the property and be released at the pre-development rate. The applicant proposes three tracts to be used for stormwater management areas: Tracts B-D. There is no existing storm sewer in this area for the development to connect to. Therefore, the applicant has designed the three tracts as infiltration basins that will look like grass ditches. During a rain event the basins will hold and infiltrate the stormwater into the ground. The sandy soils in this area are conducive for a greater infiltration rate so provides the possibility for this type of basin. Storm sewer will be constructed along the streets, which will direct water to the stormwater basins.

According to the draft deed of dedication, the property owner will deed the stormwater management areas to a homeowners' association, which will be responsible for maintaining the basins. The City Engineer's office has reviewed the preliminary stormwater report and finds it acceptable. The project engineer of record has provided a summary of the stormwater report (see attached).

Sanitary Sewer:

The sanitary sewer is available from Hiawatha and Pocahontas Roads. The sewer will align with the proposed extensions of Hiawatha and Pocahontas Roads, which will allow for future extension to the north. Preliminary concept drawings of the sewer extension have been submitted for Engineering Division review and they find it acceptable.

Environmentally Sensitive Areas:

The property has long been used as farm ground and is fairly flat. There are no known wetlands or trees on the site.

Parks and Trails:

The Comprehensive Plan includes an analysis regarding the community needs for parkland including geographic distribution. The analysis is designed to be general to provide flexibility and encourage creative design in providing park space. The Future Land Use Map in the Comprehensive Plan illustrates parkland in this area. At the rezoning hearing, the applicant indicated that a park would be included in this subdivision. The applicant proposes approximately 0.80 acres for neighborhood park space located along the northern edge of the plat along Sac Avenue. The park will be easily accessible to neighborhood residents with street frontages on three sides. This land is located outside the area that was rezoned in 2023, so remains in the A-1 Agriculture District. Parks, playgrounds and other similar open space uses are allowed in the A-1 District. The applicant proposes to dedicate the land to the City for public park space at the time of final plat.

Parks and Recreation Commission Recommendation:

Staff presented the subdivision plat and proposed parkland to the Parks and Recreation Commission at their July 11th meeting. The Parks and Recreation Commission agreed that creating a park in this location would be an attractive amenity for this neighborhood and would help satisfy neighborhood open space needs for the residents. They recommend approval of the park dedication as proposed for North Cedar Estates. However, they noted the small size of the park and would like to see the park double in size when development to the north is considered.

Process:

Approval of a preliminary plat will allow the developer to proceed with the construction and installation of all required public infrastructure such as streets, sewers, and other utilities for North Cedar Estates. No lot sales or new home construction can begin until a final plat is approved by the City Council. A final plat cannot be approved until infrastructure construction plans (streets, utilities, grading, etc.) are approved by the City Engineering Division and the infrastructure built and accepted by the City or a performance bond established.

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the Preliminary Plat for the North Cedar Estates Subdivision. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The developer is responsible for the construction of a properly sized water system from the existing water mains on the north end of Hiawatha Road and Pocahontas Road. Included in the installation are valves, fire hydrants and water service stubs for the new lots. Water main sizing and fire hydrant and valve placement locations may need to be modified. This will be done as a part of the construction plan review. The developer will need to make refundable investments for the installation of the electric and gas utilities to and throughout the addition. For a ten-year period after the installation, CFU will refund a portion of the refundable investments based upon the number of new service connections to the electric and gas distribution systems. There is no interest paid on the refundable investments and the total refunds will not exceed the original investment amounts. Due to the large increase in the cost of electric equipment, it is likely that the total amount of the electric refundable investment will not be returned to the Developer. CFU will install the communication utility fiber system to serve the addition. The developer is responsible for the cost of the streetlight installations required for any City streets. CFU has provided a Developer Information Sheet to the applicant that gives more detailed information regarding utility installations.

Amendments to the deed of dedication will be needed to acknowledge and address any conditions associated with the parkland, such as grading and seeding to meet City specifications prior to conveyance to the City.

Neighbor Notice:

A courtesy notice to nearby property owners was mailed on June 18, 2024.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval of PP03-007, a preliminary plat for North Cedar Estates, subject to all technical comments and recommendations as outlined in this staff report.

PLANNING AND ZONING

Discussion 6/26/24	The next item for consideration by the Commission was a preliminary plat for North Cedar Estates. Chair Hartley introduced the item and Sorensen recused himself from the item. Ms. Howard provided background information explaining that the plat is west of Cypress Street and north of Lone Tree Road and is owned by Jim Sands. The plat is proposed to have 33 residential lots with one
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phase of development, three tracts for stormwater management and one outlot for a proposed park. All of the lots meet requirements for size and setbacks. She discussed the new streets and those that will be continued. Ms. Howard also discussed stormwater management and sanitary sewer, noting that all requirements have been met. She also discussed the proposed parkland. Staff recommends the item be presented for initial discussion and voted on at a future meeting.

Mr. Stalnaker asked about the detention basins and how much they will contain. Ms. Henderson asked if this has been a flood issue in the past and if this will help with that. Ms. Howard indicated that it would be best to have the applicant's engineer answer the question. Mr. Stalnaker asked about the street parking near the park, how wide the street will be and if the parking will be designated for the park. Ms. Howard stated that the streets are the standard 31 ft. wide and on-street parking would be available for anyone in the neighborhood.

Dan Arends, VJ Engineering, came forward to make himself available for questions.

John McSweeney, adjacent landowner, asked about the park and its location. He noted the issue he has with cul-de-sacs and only having one way to get out of a neighborhood. He stated that he would like to see roads that connect similar to the older neighborhoods where there is more of a grid.

Dan Arends spoke to the water detention, explaining that it will be a swale and will be easy to maintain and more effective.

Jim Sands, petitioner, stated that he is willing to put tiles down to get down into the better soil if needed.

Chair Hartley asked about emergency vehicles in cul-de-sacs and whether Public Safety reviewed the plat. Ms. Howard stated that Public Safety did review the plat. While cul-de-sacs are discouraged, in this particular case existing development would prevent the street from extending to the south.

Mr. Stalnaker asked about the metric for the size of parks in a subdivision. Ms. Howard stated that there isn't a formula to determine the size. The subdivision code states that park space should be provided to serve the needs of the development. The project is being taken to the Parks and Rec Commission for their review and recommendation on July 11, so the size and location would be something that they would discuss. Ms. Henderson asked about potential expansion of the park with future development. Ms. Howard stated that that is a possibility.

The item was continued to the July 24 meeting.

Discussion and
recommendation
7/24/24

The first item of business was a preliminary plat for North Cedar Estates (Case #PP23-007). Chair Hartley introduced the item. Sorenson recused himself from the item due to a conflict of interest. Ms. Pezley provided background information. Ms. Pezley explained that the item is a second review of a preliminary plat for North Cedar Estates, north of West Lone Tree Road and west of Cypress Avenue. The plat meets the R-2 district requirements and the owner is proposing 33 residential lots, three tracts for stormwater and land to be dedicated for a public park. She discussed stormwater management, sanitary

sewer and the proposed park. She noted that the Parks and Recreation Commission had reviewed the proposed parkland and recommend approval, but also noted that they would like to see the park expanded as further development occurs to the north. Staff recommends approval of the plat, subject to the technical requirements noted in the staff report.

Dan Arends, VJ Engineering, was available to answer questions.

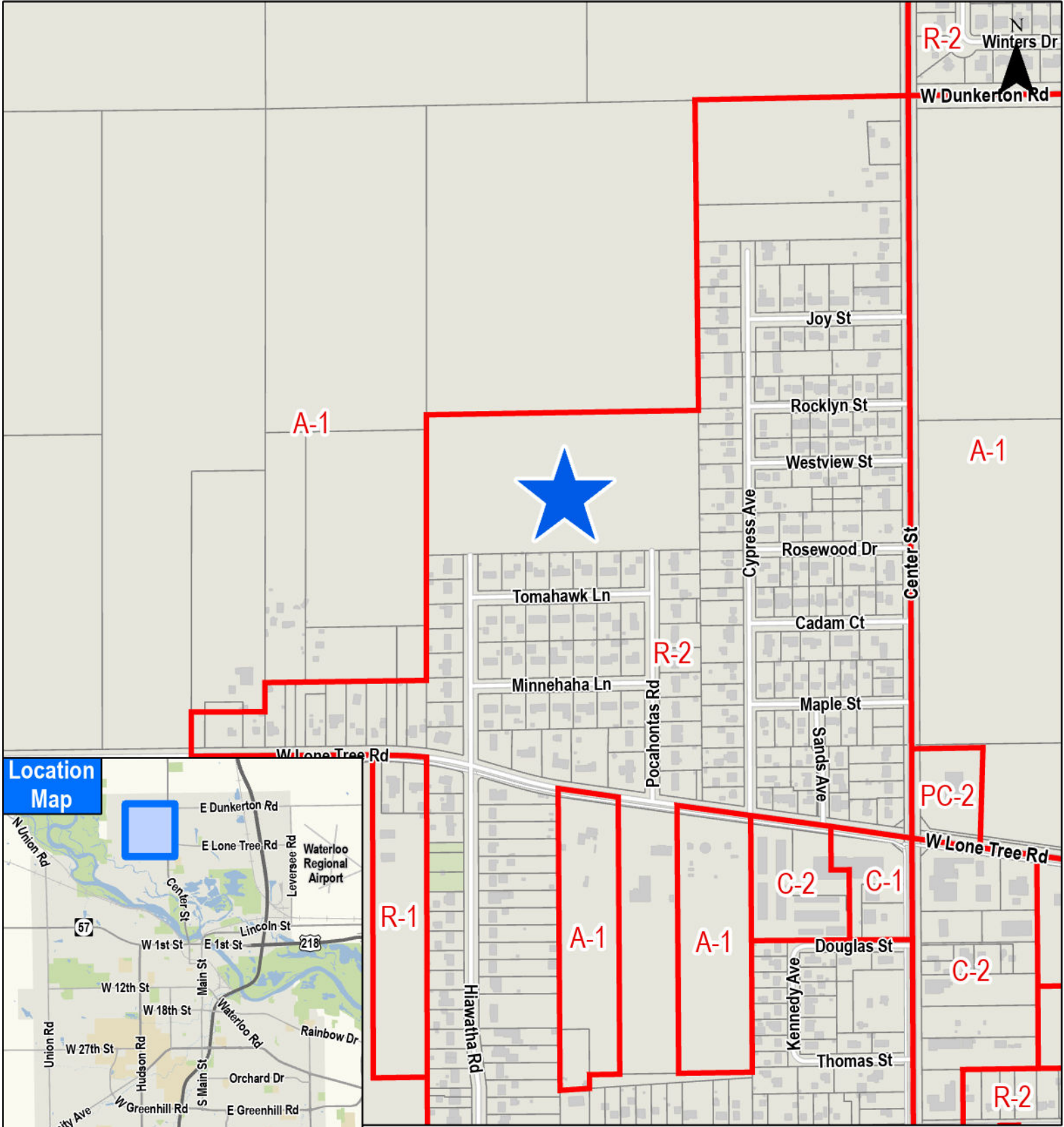
Henderson asked about the park and about the Parks and Recreation Commission's comments about expanding it in the future. Howard explained that this could be accomplished when land to the north is rezoned and subdivided for new home lots in the future. She noted that Mr. Stalnaker may want to comment on the discussion as he is a member of the Parks and Recreation Commission.

Hartley made a motion to approve the item. Henderson seconded the motion. The motion was approved with 6 ayes (Alberhasky, Grybovych, Hartley, Henderson, Moser, and Stalnaker), 1 abstention (Sorensen) and 0 nays

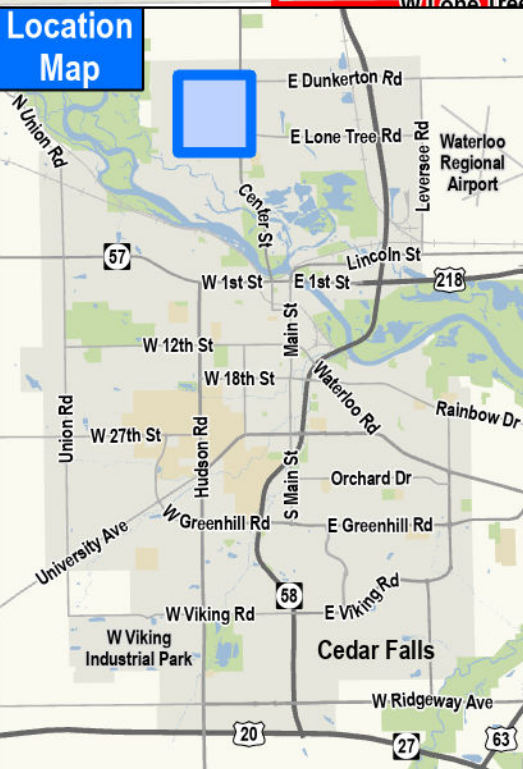
Cedar Falls Planning and Zoning Commission

June 26, 2024

Item 19.



Location Map



North Cedar Estates Preliminary Plat (PP23-007)

Preliminary Plat

North Cedar Estates

Cedar Falls, Black Hawk County, Iowa

North Cedar Estates Legal Description:
That part of the North 1,830 feet of the West 66 and 2/3 acres of the East Three-Quarters of the Northeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northwest Corner of Lot 49, Black Hawk Park Addition; thence N00°38'07"E 511.98 feet along the West line of said East Three-Quarters to the Southeast corner of the West One-half of the Northwest Quarter of the Northeast Quarter of said Section 35; thence N00°38'30"E 59.05 feet along the West line of said East Three-Quarters; thence S89°26'33"E 149.22 feet; thence N00°33'27"E 12.00 feet; thence S89°26'33"E 60.00 feet; thence N00°33'27"E 100.00 feet; thence S89°26'33"E 310.00 feet; thence S00°33'27"W 100.00 feet; thence S89°26'33"E 60.00 feet; thence S00°33'27"W 12.00 feet; thence S89°26'33"E 309.00 feet; thence N00°33'27"E 12.00 feet; thence S89°26'33"E 212.28 feet to the East line of said West 66 2/3 acres; thence S00°36'59"W 561.99 feet to the Northeast corner of Lot 10, Black Hawk Park Addition; thence S89°27'45"W 1100.90 feet along the South line of said West 66 2/3 acres also being the North line of Black Hawk Park Addition to the Point of Beginning, containing 15.05 acres.

Owner / Developer
Jim Sands Construction, LLC
3125 Big Woods Road
Cedar Falls, Iowa 50613

Surveyor / Engineer
VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, Iowa 50613

Existing Utility Service Providers:
Communications:
Mediacom
Centurylink
Cedar Falls Utilities

Electric and Natural Gas:
Cedar Falls Utilities

Water:
City of Cedar Falls

Water:
Cedar Falls Utilities

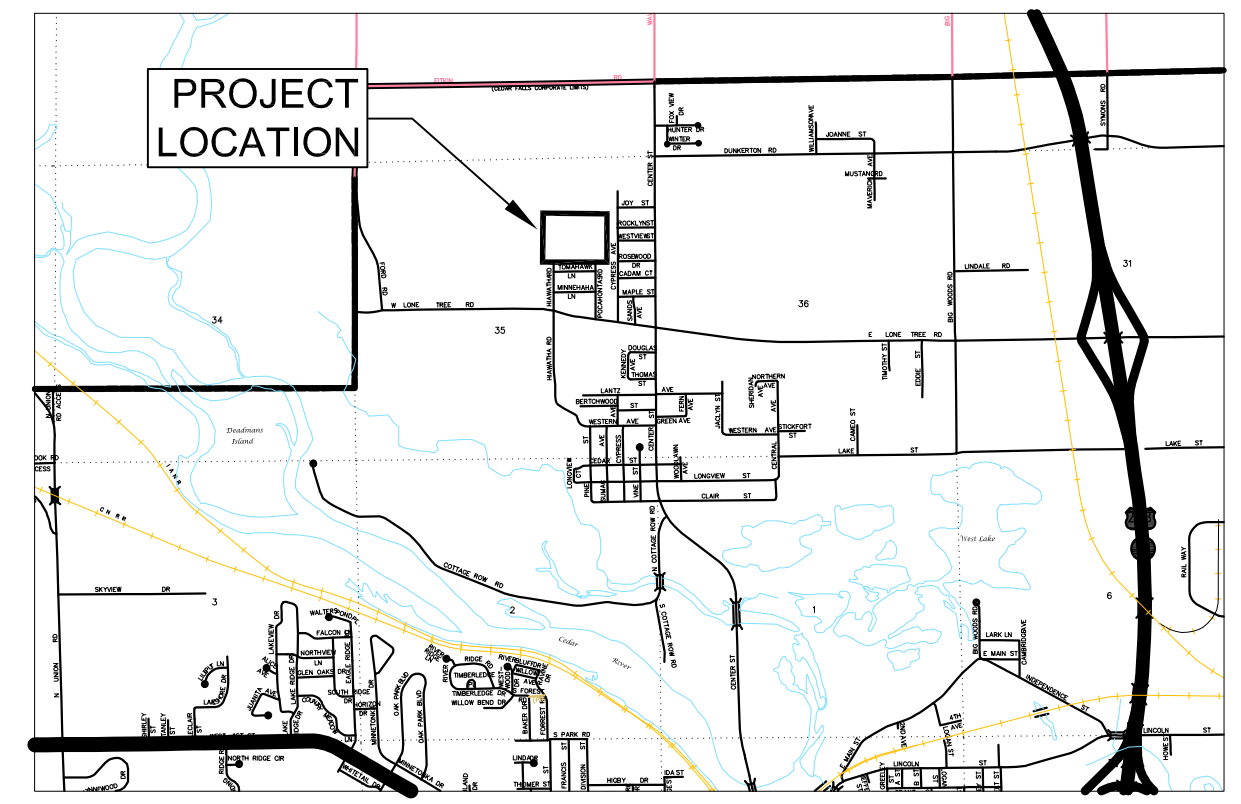
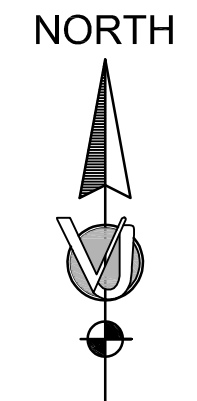
Zoning Classification:
R-2 Residential

Building Setbacks:
Front yard = 25'
Rear yard = 30'
Side yard = 10% of lot width

Easements:
10' Utility Easement along R-O-W
5' Utility Easement along South Boundary
8' Storm Sewer Easement:
Lots 6, 7, 17, & 18
8' Storm Sewer & Access Easement:
Lots 27, 28, 31, & 32
25' Drainage Easement:
Lots 15, 16 & 17
10' Sanitary Easement:
Lots 16, 17 & 26
5' Drainage Easement:
Lots 21, 22, 25 & 26

Flood Zone Classification:
This preliminary plat is located within Zone "X" unshaded, per Flood Insurance Rate Map #19013C0154G, effective date May 8, 2024.

- General Notes:**
- Minimal topographic changes will occur for the construction of the streets and stormwater management areas which will be defined during the development of the construction plans.
 - Tract "A" to be dedicated to the City of Cedar Falls as public right-of-way for roadway and utilities.
 - No wetlands are located on the property.
 - Proposed streets to be 31 foot wide concrete paving with standard 6 inch curb.
 - Proposed Sanitary Sewer to be 8"Ø Truss pipe with 4"Ø services to proposed residences.
 - Proposed Water Main to be 8"Ø Ductile Iron Pipe with 1"Ø services to proposed residences.
 - Proposed Storm Sewer size to be determined during the development of the construction plans.
 - Stormwater will be conveyed to on-site stormwater management areas, which are Tracts "B", "C" & "D".
 - Outlot "A" to be dedicated to the City of Cedar Falls for use as a park.



INDEX OF SHEETS	
SHEET NO.	SHEET NAME
1	COVER SHEET, NOTES, AND OVERALL LAYOUT
2	DETAILED LOT LAYOUT

Curve Table					
Curve #	Length	Radius	Chord	Bearing	Δ
C1	346.04'	65.00'	60.00'	S89°26'33"E	305°01'38"
C2	31.42'	20.00'	28.28'	S44°26'33"E	90°00'00"
C3	31.42'	20.00'	28.28'	N45°33'27"E	90°00'00"
C4	31.42'	20.00'	28.28'	S44°26'33"E	90°00'00"
C5	70.92'	65.00'	67.45'	S31°48'51"W	62°30'49"
C6	67.49'	65.00'	64.50'	S29°11'18"E	59°29'30"
C7	69.22'	65.00'	66.00'	S89°26'33"E	61°01'00"
C8	67.49'	65.00'	64.50'	N30°18'12"E	59°29'30"
C9	70.92'	65.00'	67.45'	N30°41'57"W	62°30'49"
C10	31.42'	20.00'	28.28'	N45°33'27"E	90°00'00"
C11	31.42'	20.00'	28.28'	S44°26'33"E	90°00'00"
C12	31.42'	20.00'	28.28'	N44°33'27"W	90°00'00"
C13	31.42'	20.00'	28.28'	S45°33'27"W	90°00'00"

Minimum Low Opening Elevation	Lot No.	Elevation
1	880.9'	
2	881.5'	
3	881.6'	
4	882.7'	
5	883.8'	
6	879.9'	
7	879.5'	
8	881.5'	
9	881.6'	
10	882.7'	
11	883.3'	
12	880.4'	
13	879.5'	
14	878.7'	
15	879.3'	
16	880.0'	
17	879.2'	
18	878.5'	
19	879.5'	
20	880.4'	
21	876.5'	
22	876.4'	
23	877.2'	
24	877.7'	
25	876.7'	
26	876.3'	
27	873.6'	
28	876.7'	
29	877.7'	
30	877.2'	
31	876.4'	
32	876.5'	
33	877.5'	

Lot Area Table		
Lot No.	Area Square Feet	Area Acres
Lot 1	20,926 sq. ft.	0.480 ac.
Lot 2	17,967 sq. ft.	0.412 ac.
Lot 3	11,967 sq. ft.	0.275 ac.
Lot 4	11,959 sq. ft.	0.275 ac.
Lot 5	13,357 sq. ft.	0.307 ac.
Lot 6	12,451 sq. ft.	0.286 ac.
Lot 7	10,400 sq. ft.	0.239 ac.
Lot 8	10,400 sq. ft.	0.239 ac.
Lot 9	10,400 sq. ft.	0.239 ac.
Lot 10	10,400 sq. ft.	0.239 ac.
Lot 11	11,614 sq. ft.	0.267 ac.
Lot 12	11,614 sq. ft.	0.267 ac.
Lot 13	10,400 sq. ft.	0.239 ac.
Lot 14	16,456 sq. ft.	0.378 ac.
Lot 15	16,087 sq. ft.	0.369 ac.
Lot 16	18,496 sq. ft.	0.424 ac.
Lot 17	15,832 sq. ft.	0.363 ac.
Lot 18	16,456 sq. ft.	0.378 ac.
Lot 19	10,400 sq. ft.	0.239 ac.
Lot 20	11,614 sq. ft.	0.267 ac.

Lot Area Table		
Lot No.	Area Square Feet	Area Acres
Lot 21	11,524 sq. ft.	0.265 ac.
Lot 22	10,320 sq. ft.	0.237 ac.
Lot 23	10,320 sq. ft.	0.237 ac.
Lot 24	10,320 sq. ft.	0.237 ac.
Lot 25	10,320 sq. ft.	0.237 ac.
Lot 26	11,000 sq. ft.	0.253 ac.
Lot 27	8,739 sq. ft.	0.201 ac.
Lot 28	8,546 sq. ft.	0.196 ac.
Lot 29	8,552 sq. ft.	0.196 ac.
Lot 30	8,559 sq. ft.	0.196 ac.
Lot 31	8,566 sq. ft.	0.197 ac.
Lot 32	8,572 sq. ft.	0.197 ac.
Lot 33	8,793 sq. ft.	0.202 ac.
Outlot A	34,548 sq. ft.	0.793 ac.
Tract A	147,696 sq. ft.	3.390 ac.
Tract B	27,822 sq. ft.	0.634 ac.
Tract C	27,101 sq. ft.	0.622 ac.
Tract D	25,309 sq. ft.	0.581 ac.

Subdivision Area Table		
1/4 - 1/4	Area Square Feet	Area Acres
NW 1/4 - NE 1/4	72,024 sq. ft.	1.653 ac.
NE 1/4 - NE 1/4	23,325 sq. ft.	0.536 ac.
SW 1/4 - NE 1/4	335,725 sq. ft.	7.707 ac.
SE 1/4 - NE 1/4	224,521 sq. ft.	5.154 ac.
Total	655,595 sq. ft.	15.050 ac.

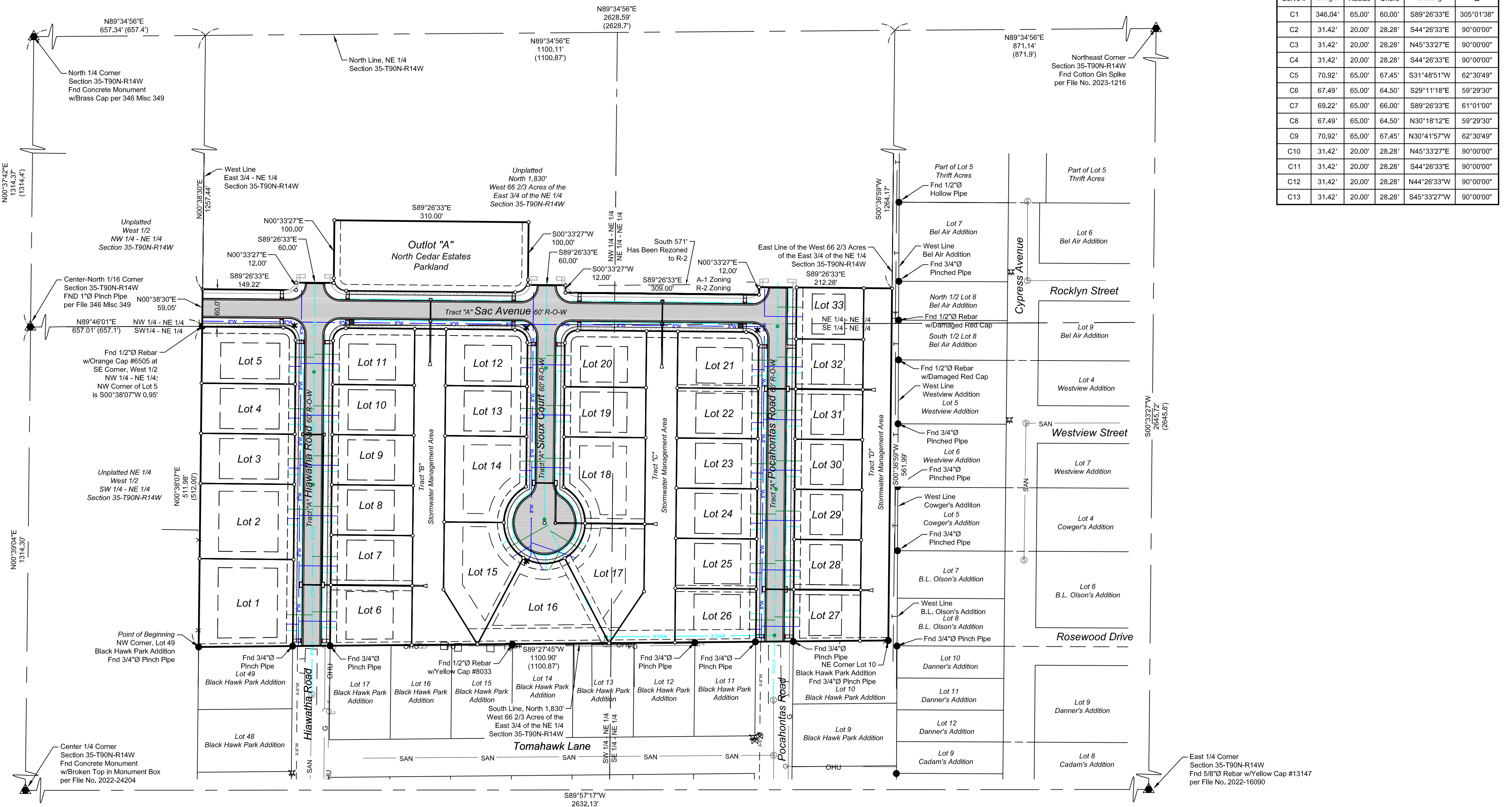
LEGEND	
Existing	BOUNDARY LINE
---	EASEMENT LINE
---	PROPERTY LINE
---	SECTION/R.O.W. LINE
---	SETBACK LINE
---	CONTOUR LINE
---	ELECTRIC LINE
---	FENCE LINE
---	FIBER LINE
---	GAS LINE
---	OVERHEAD UTILITY LINE
---	SANITARY SEWER LINE
---	SILT FENCE LINE
---	STORM SEWER LINE
---	TELEPHONE LINE
---	TELEVISION LINE
---	WATER LINE
o	PROPERTY CORNER
+	BENCH MARK
*	CONIFEROUS TREE
o	DECIDUOUS TREE
o	GAS MANHOLE
o	GAS VALVE
o	SANITARY MANHOLE
o	SIGN
o	STORM INTAKE
o	STORM MANHOLE
o	TELEPHONE PEDESTAL
o	UTILITY POLE
o	WATER HYDRANT
o	WATER SHUT OFF
o	WATER VALVE

Index Legend
Description: NE 1/4, Section 35-T90N-R14W
Surveyor: Matthew Kofka, PLS 22561
Company: VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, IA 50613
319-266-5829
Proprietor: Jim Sands Construction, LLC
Survey Requested by: Jim Sands

Survey Notes:
1.) Bearings are based on the Iowa Regional Coordinate System Zone 5, NAD 83 2011.
2.) All dimensions are in US Survey feet and decimals thereof.
3.) The error of closure is better than 1:10,000.
4.) Proprietor: Jim Sands Construction, LLC
5.) Survey Requested by: Jim Sands Construction, LLC
6.) Field work was completed: 11-29-2022

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.

Matthew A. Kofka, P.L.S.
License number 22561
My license renewal date is December 31, 2024
Date: _____
Pages or sheets covered by this seal: _____



Item 19

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

North Cedar Estates
Part of the NE 1/4, Section 35-T90N-R14W
Cedar Falls, Black Hawk County, Iowa
Preliminary Plat

1 OF 2

Scale
1"=100'

Drawn
SUL/SJC

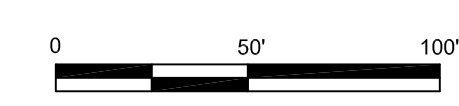
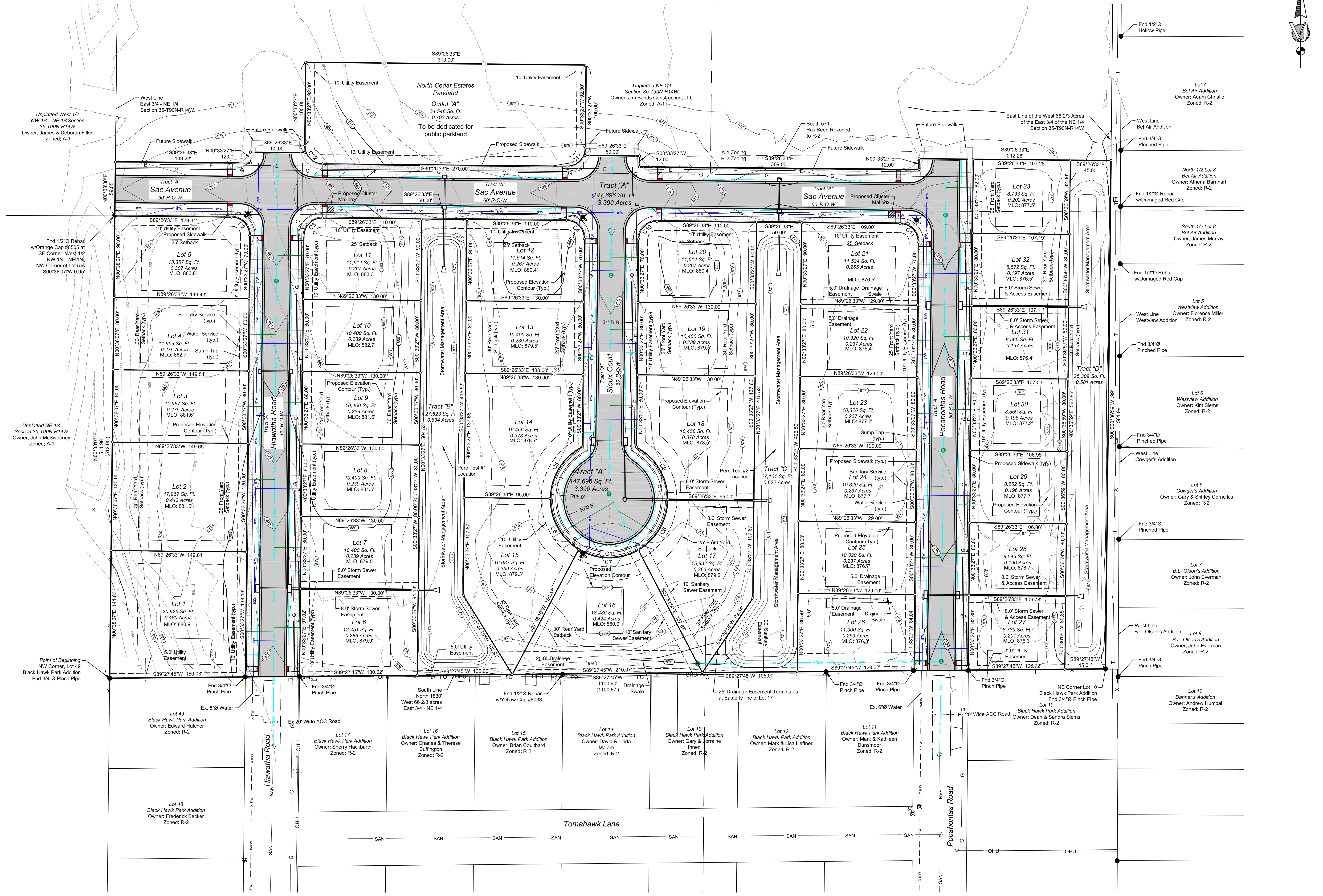
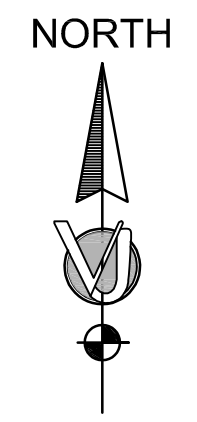
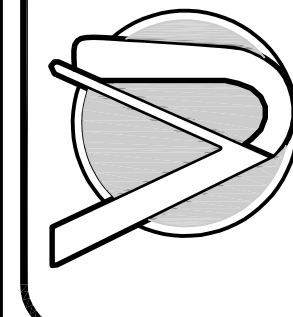
Reviewed
MAK

Date
2024.01.19

Revisions

2024.04.19
2024.05.24
2024.06.20
2024.07.29

2281 167



DEED OF DEDICATION AND DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

NORTH CEDAR ESTATES, CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

Jim Sands Construction, LLC (hereinafter the “Developer”), does hereby certify that it is the owner in fee simple of the lands laid out into lots and streets as shown by the annexed plat of “NORTH CEDAR ESTATES, CEDAR FALLS, BLACK HAWK COUNTY, IOWA,” which lands more particularly are described by metes and bounds in the Surveyor’s Certificate accompanying said plat, prepared by Matthew A. Kofta, P.L.S., a licensed professional land surveyor, and does hereby further declare that the said subdividing and platting as it appears on said plat is with its free will and consent and in accordance with its desire and it does hereby duly and legally dedicate, grant, and donate the streets as shown and designated on said plat, to the use of the public forever.

PUBLIC IMPROVEMENTS REQUIRED IN SUBDIVISION

The Developer, in consideration of approval of this Subdivision by the Cedar Falls Planning and Zoning Commission and the City Council of the city of Cedar Falls, Iowa, does hereby agree for itself and its successors and assigns as follows:

1. That concrete sidewalks four inches thick will be installed during or immediately after construction of a building on any particular lot. Such sidewalks will be installed on any unsold lots in any event within five years after the date the plat is filed in the office of the Recorder of Black Hawk County, Iowa, and the sidewalks constructed shall be across the full width of the lot and on corner lots and also across the parking and full length of the lot. The balance of the sidewalks will be 5-foot wide, and are to be installed by individual lot owners during or after construction of a building as set forth above. In the event that the sidewalks are not so installed, the City may perform the work and levy the cost thereof under paragraph 11. In the event the City is required to construct the sidewalks or trails as permitted in paragraph 10, a lien or liens may only be imposed against the lot which requires city construction and no other lot.
2. Sanitary sewer, together with all necessary manholes and sewer service lines to all lots shall be provided.
3. Underground utilities, as required by the Subdivision Ordinance of the city of Cedar Falls, Iowa, shall be installed.
4. Water shall be provided and stubbed in to each lot as required by the Cedar Falls Municipal Utilities.
5. Municipal fire hydrants shall be provided as required by the Cedar Falls Public Safety Department.
6. Storm sewer shall be provided as required by the City Engineer of the city of Cedar Falls.
7. Handicap ramps shall be provided as required by law.
8. All buildings erected on any lot in said subdivision shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.

9. The Developer shall construct and install all required public improvements within the subdivision plat, which public improvements shall conform to approved construction plans which meet the specifications of the city of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:
- (a) They shall be constructed and installed in a good and workmanlike manner;
 - (b) They shall be free of defects in workmanship or materials;
 - (c) They shall be free of any conditions that could result in structural or other failure of said improvements;
 - (d) They shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the city of Cedar Falls, and by Cedar Falls Utilities; and
 - (e) They shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

The Developer's construction plans are now on file in the office of the City Engineer.

10. The work and improvements called for herein shall be in accordance with City specifications under the supervision of the City Engineer, and shall be completed within one year of the date of approval of the final Plat. Further, the Owner and its successors and assigns shall comply with site plan review and approval by the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council.
11. In the event the improvements called for herein shall not be performed in accordance with the City Ordinances and the above Agreement, the City may perform said work, levy the costs thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on all of the lots in the subdivision with the same force and effect as though all legal provisions relating to the levy of such special assessments have been observed and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

EASEMENTS

The Developer further does hereby reserve for the mutual benefit and convenience of grantor and his assigns, the city of Cedar Falls, Iowa, all grantees named in any and all deeds heretofore or hereinafter executed for each and all of the lots in said "NORTH CEDAR ESTATES, CEDAR FALLS, BLACK HAWK COUNTY, IOWA," all proprietors of public utility companies and their assigns, and any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, gas, sewer, electricity, communication service or cable television, perpetual non-exclusive easements for the construction, laying, building, and maintenance of said services, including underground facilities and related surface mounted equipment such as meter boxes, junctions and cabinets, for said services, over, under, across, and upon as applicable those utility, sewer and drainage easements as more particularly

reflected on the Final Plat of "NORTH CEDAR ESTATES, CEDAR FALLS, BLACK HAWK COUNTY, IOWA," prepared by Matthew A. Kofta, P.L.S., licensed land surveyor in the State of Iowa.

The proprietors, agents and employees of all such public utility and service companies, corporations or agencies shall have the right of reasonable access to their services and proposed installations for the purpose of the proper construction and maintenance of their lines and equipment, together with the privilege of installing, maintaining and operating permanent underground feeders or service facilities and to enter upon said premises to do any of the work contemplated in the installation and maintenance of said public utilities, provided the user of the easement restores the property as nearly as possible to the condition the property was in prior to any repair, maintenance, or use of the easement, all at no cost to grantors. No structure will be placed or use undertaken within the easement premises in any manner so as to obstruct the proper and authorized use of the easement premises.

RESTRICTIVE COVENANTS

The Developer further does hereby make and declare all of the real estate situated in "NORTH CEDAR ESTATES, CEDAR FALLS, BLACK HAWK COUNTY, IOWA," subject to the following restrictive covenants, to-wit:

1. All lots in the subdivision shall be used for residential purposes only, and no lot shall be re-subdivided into building lots. No structure shall be erected or located on any lot other than one single-family dwelling not exceeding two stories in height with a private attached garage. Notwithstanding any other provision herein to the contrary, however, the Developer may place on any lot or lots a bi-attached dwelling or a horizontal property regime in a manner that is consistent with applicable zoning regulations. All building and construction, including the requirements of structure and living units, shall be governed by the applicable zoning regulations of the City of Cedar Falls.
2. On all lots, one outbuilding, of similar design with the house, no larger than 40% of rear yard area will be allowed. Rear yard shall include the area from the rear corners of the residence to the adjacent lot lines and rearward to the back lot line.
3. No building shall be erected on any lot that encroaches into the front, rear and side yard setbacks as shown or noted on the plat.
4. No trailer, basement, tent, shack, garage, barn or other out-building erected in the subdivision shall be used at any time as a residence, either temporarily or permanently, and no residence of a temporary character shall be permitted on any lot.
5. All one-story single family houses shall have a minimum ground floor area of 1,400 square feet. All one and one-half and split foyer houses shall have a minimum ground floor area of 1,200 square feet. All two-story houses shall have a minimum ground floor area of 1,100 square feet. Said ground floor areas shall be exclusive of porches and garages. A "story" shall be required to have a floor level which is above ground level at all points. Any floor level which is not above ground level at all points shall be considered a basement level, and shall not be a "story."
6. All residential structures shall be constructed with private attached two-stall garages (or larger).

7. All approaches located on city right of way and all driveways shall be constructed of Portland cement concrete, and shall be constructed at the same time as any residential structure is constructed on any lot.
8. The owner of each lot, vacant or improved, shall keep his/her lot or lots mowed and free of weeds and debris.
9. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Burn barrels are specifically prohibited.
10. No residence shall be used as a place of business and no business signs shall be erected in or at the entrance of the subdivision.
11. No dwelling on any lot in the subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished and an occupancy permit has been issued by the City of Cedar Falls, Iowa. All construction shall be completed within one year from the start of dwelling construction.
12. No old or used buildings shall be moved upon any of the lots in the subdivision for any purpose and all buildings on any lot in the subdivision shall be kept in a reasonable state of repair and upkeep.
13. With the exception of household pets, no animals, poultry, rabbits, or livestock of any kind shall be kept or raised nor shall any kennel accommodating more than two household pets be maintained on any lot in the subdivision.
14. No trailers of any kind or nature, buses, semi-tractors, recreational vehicles, campers, boats, or trucks (except for those trucks commonly described as "pickup trucks") shall be stored on any lot unless they are fully enclosed in a permanent garage, or parked on a concrete driveway or concrete slab adjacent to a driveway or outbuilding servicing any lot. All disabled or non-functioning motor vehicles must be fully enclosed in a permanent garage.
15. All outdoor swimming pools of any nature shall be constructed "in ground" or if "above ground", must be fully professionally enclosed. In either case, the pool shall be fenced and any such fencing must be consistent with the requirements of the city of Cedar Falls, Iowa. This restriction shall not be construed so as to prohibit removable children's wading pools. All non-portable jacuzzis, hot tubs, whirlpool spas or other items of such nature shall be recessed or built in with the heating and filtering equipment and elements completely enclosed from public view by appropriate material.
16. All plans and specifications for houses, garages, and fencing to be built on any lot in the subdivision are to be submitted to and approved by the Developer or its authorized agent or agents. No television or radio tower shall be erected without the prior written approval of the Developer or its authorized agent or agents.
17. No wood basements shall be allowed. No totally manufactured or modular homes or mobile homes shall be placed or constructed on any lot unless approved in writing by the Developer or its authorized agent or agents.

18. All electrical transmission lines and service entrances, cable television or other transmission lines, and all telephone lines and services shall be installed underground on all lots.
19. No excess dirt from the excavation of basements on any lot in the subdivision shall be removed from the subdivision unless approved by the Developer or its authorized agent or agents. The Developer or its authorized agent or agents may stockpile or distribute the excess dirt as needed, or may require the excess dirt to be disposed of off-site by the lot owner.
20. The owner and/or occupant of each lot shall jointly and severally be responsible to keep in good order and maintain the area between the curb line and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers is affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. All mailboxes shall be clustered or grouped for the units, and shall not be placed between the curb line and the property line abutting the lots.
21. The Developer will cause to be constructed storm water detention and management areas (the "Storm Water Management Areas") on Tract "B", Tract "C" and Tract "D", and the Developer does hereby convey Tract "B", Tract "C" and Tract "D", to the Association for use as a stormwater drainage and detention area as required by applicable ordinance of the City of Cedar Falls, subject to a right of access in favor of the City of Cedar Falls. The Association is charged with the duty to maintain and repair the Storm Water Management Areas, pursuant to requirements adopted by the City of Cedar Falls.

An Iowa non-profit corporation known as The CF North Cedar Estates Drainage Association, Inc. (the "Association") is being created for the purpose of the long-term maintenance and repair of the Storm Water Management Areas for the common benefit of the owners of all lots in the Addition. The membership of the Association shall at all times remain vested in the owners of all lots in the Addition. A transfer of a lot within the Addition shall automatically require that the membership rights and obligations in the Association be transferred to the new owner, including any unpaid assessments. The cost of the Association's maintenance (as described below) of the Storm Water Management Areas shall be shared equally by all of the owners of the lots and shall be assessed to the owners in the manner and in the amount determined from time-to-time by the board of directors of the Association. Any owner failing to pay an assessment adopted by the board of directors of the Association shall be subject to a civil action for collection instituted by the board of directors of the Association or a lien may be filed against the property of such owner and collected in the same manner as a mechanic's lien.

The City of Cedar Falls shall have an access easement to the Storm Water Management Areas to the extent necessary for the inspection and enforcement of any city code or ordinance provisions applicable to said areas.

22. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations for a period of 21 years from the date of the recording of the final

plat and this dedication, and during the term of any renewal or extension of these restrictions or their enforceability or applicability as provided for under Iowa law.

- 23. Any violation of the restrictions contained herein may be enforced by any lawful proceeding at law or in equity by any party with an interest in any real estate situated in the subdivision, and any party bringing any such enforcement proceeding shall be entitled to reasonable damages, costs and attorney's fees as determined to be appropriate by a court of competent jurisdiction.
- 24. Invalidation of any one of these covenants by judgment, decree, order of court, or otherwise shall in no way affect any of the other covenants and such other covenants shall remain in full force and effect.

Dated this _____ day of _____, 2024.

 James V. Sands, as Manager of Jim Sands
 Construction, LLC

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on this ____ day of _____, 2024, by James V. Sands as Manager of Jim Sands Construction, LLC.

 Notary Public in and for the State of Iowa



vj engineering

1501 technology pkwy, suite 100
cedar falls, iowa 50613
ph: (319) 266-5829 fax: (319) 266-5160

engineering – surveying

Memorandum – Engineering Considerations

May 24, 2024

RE: Sands North Cedar Estates Subdivision – Infiltration System Design

This is in reference to the proposed stormwater infiltration basin system proposed for The North Cedar Estates subdivision project. The project consists of the development of 14.2 acres of agricultural land which has now been rezoned as residential.

In its current condition of agricultural use with no detention system in place, there is a potential for a large rainfall event (50-100 year storms) to cause stormwater runoff to leave the site, especially in frozen ground conditions. During these infrequent events, the runoff flows to the east and into the existing residential neighborhood, causing issues. However, not many events provide the volume that produces any runoff due to the sites existing extremely sandy soil and flat terrain.

The proposed development will increase the amount of impervious area significantly. However, three very large basins have been designed to detain this runoff and allow the stormwater to infiltrate into the ground essentially the same way that it is now, just in a more defined location with the ability to store the rain events, giving them time to soak in. The system is designed so that no stormwater from the entire site will be allowed to leave (up to the 100 year storm).

Also, due to the very conservative approach used in sizing these basins, there is more than enough volume to hold the entire 100-year storm while allowing infiltration to take place.

Percolation testing was performed to determine appropriate infiltration rates for the site. An average infiltration rate of 4.78 inches per hour was determined. While using the result of 4.78 inches per hour would be a suitable rate for designing the site, the standardized rate (per Iowa Stormwater Management Manual for Sandy Loam Soils) of 1.02 inches per hour was utilized as the final design infiltration rate as a redundancy as it correlates with the soil type found. This means that there is a very large factor of safety built into the design.

Each basin has an additional volume of freeboard to serve as an emergency storage allotment in the event of a larger storm and also routing to ensure that any volume greater than the 100-year storm would be routed away from structures before rising to any FFE. This routing would send discharge greater than the 100-year storm to the same location all runoff currently goes to and would only be the volume of water beyond what the basins were designed for, which would be massively less runoff during that extreme event than would be encountered under the current conditions.

Paul Arch, P.E.



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: Chase Schrage, Director of Public Works

DATE: July 23, 2024

SUBJECT: 4109 West 1st Street – Purchase Agreement

Attached for your review and approval is the Offer to Buy Real Estate and Acceptance with Mary Fogarty for the purchase of their 4.15-acre property located at 4109 West 1st Street. The City has been working with the owner for the past several months towards this possible property acquisition. The property is located at the NW corner of the intersection of Highway 57 & Union Road.

For the past several months, staff has been meeting to discuss safety improvements at the intersection of Highway 57 & Union Road. The primary factors driving this recommended acquisition include:

- Programmed intersection improvements at Highway 57 & Union Road
- Property Owner wants to relocate prior to the start of a future project

The City Council has indicated a willingness to consider acquisition of this property. The long-term development of this property would be to clear the structures from the property and dedicate the needed right-of-way to the Iowa DOT as part of the future project. We anticipate the construction of the intersection would occur in 2026 and 2027.

The agreed upon purchase price is \$425,000.00. Payment for this purchase would be made from the City's Capital Projects Fund.

Attached for your review is the Offer to Buy Real Estate and Acceptance contract prepared by City Attorney Kevin Rogers covering the property owned by Mary Fogarty. The attached document has been executed by the above property owner.



**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
CITY OF CEDAR FALLS, IOWA
MARY R. FOGARTY**

TO: Mary R. Fogarty, (SELLER)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by their acceptance agrees to sell the real property situated in Black Hawk County, Iowa, locally known as 4109 West 1st Street, Cedar Falls, IA 50613 and legally described as:

[The South One-half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section No. Four (4), Township No. Eighty-nine (89) North, Range No. Fourteen (14) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa. Except that part conveyed to Black Hawk County, Iowa for road purposes by Deed Recorded in Land Deed Record 100 at page 45 of the records of said County.]

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, is permitted to use the Property for development.

1. **PURCHASE PRICE.** The Purchase Price shall be \$420,000.00 payable in full at closing.
2. **RELOCATION EXPENSES:** In addition to the Purchase Price, the sum of \$5,000.00 shall be paid by BUYER for relocation expenses.
3. **REAL ESTATE TAXES.** SELLER shall pay pro-rated real estate taxes to date of possession by BUYER and any unpaid real estate taxes payable in prior years. BUYER shall pay all subsequent real estate taxes.
4. **SPECIAL ASSESSMENTS.**
 - A. SELLER shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance.
 - B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.
 - C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.
 - D. BUYER shall pay all other special assessments or installments not payable by SELLER.
5. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed

- substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
6. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on September 10, 2024, and any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property at any time prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:
 - A. Upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.
 7. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: All other property, real or personal, except personal property agreed by the parties to be removed by SELLER prior to closing.
 8. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property.
 - A. BUYER acknowledges that it has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.
 9. **ABSTRACT AND TITLE.** SELLER, at their expense, shall promptly obtain an abstract of title to the Property continued through, at the earliest, July 18, 2024, and deliver it to BUYER for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
 10. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, or otherwise, BUYER shall pay the costs thereof. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
 11. **ENVIRONMENTAL MATTERS.**
 - A. SELLER warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER

warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT addressing wells and private sewage disposal systems on the Property.

B. BUYER may at its expense obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER.

12. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.
13. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLER, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLER, then the proceeds of this sale, and any continuing or recaptured rights of SELLER in the Property, shall belong to SELLER as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of death of any SELLER, agrees to pay any balance of the price due SELLER under this contract to the surviving SELLERS and to accept a deed from the surviving SELLER consistent with Paragraph 16.
14. STATEMENT AS TO LIENS. All liens on the Property shall be cleared by SELLER, or, at BUYER'S option, may be withheld from the Purchase Price at the time of closing.
15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by September 10, 2025, either party may declare this Agreement null and void, and all payments made hereunder shall be made to BUYER.
17. REMEDIES OF THE PARTIES.
 - A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code Chapter 656, and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance

immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

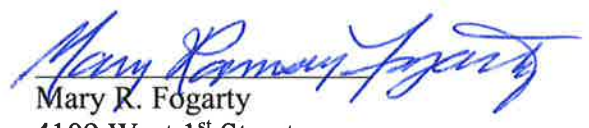
18. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
19. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.
20. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.
21. **CERTIFICATION.** BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
22. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. SELLER and BUYER agree to the provision selected in the attached Exhibit "A" for Inspection of Private Sewage Disposal System.
23. **ADDITIONAL TERMS AND CONDITIONS.** SELLER shall be responsible for any transfer tax on the transaction, which may be withheld from the Purchase Price at time of closing and paid by BUYER. BUYER may obtain an opinion from a licensed attorney as to title to the Property, at BUYER'S cost. The recording fees for any mortgage and any other lien release or release of any other interest shall be paid by SELLER. The recording fees for the Warranty Deed shall be paid by BUYER.
24. **ACCEPTANCE.** When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before September 10, 2024, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted 7/19/24

Dated _____

SELLER

BUYER City of Cedar Falls, Iowa



Mary R. Fogarty
4109 West 1st Street
Cedar Falls, IA 50613

Daniel Laudick, Mayor

Attest: _____

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

Exhibit A
Inspection of Private Sewage Disposal System

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

_____ There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within _____ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within _____ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

_____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$ _____ Dollars into escrow with _____ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

 X There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer

shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number

_____.



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: Tom Bitter, PE, Principal Engineer

DATE: August 5, 2024

SUBJECT: Hwy 57 & Union Road Intersection Improvements Project
 Application for Traffic Safety Improvement Program Funding
 City Project Number: RC-408-3341

Each year, the Iowa Department of Transportation (Iowa DOT) accepts applications for traffic safety improvements through the Traffic Safety Improvements Program (TSIP). TSIP's are due to the DOT by August 15th, but the earlier submitted, the better. These are competitive grants and each year there are projects that are not considered for funding.

The intersection of Highway 57 and Union Road was reviewed for safety improvements by Foth (Fall 2023). That review recommended the intersection be converted into a roundabout in order to improve the safety and capacity of the intersection. The intersection of Highway 57 and Union Road in Cedar Falls is currently stop controlled on Union Road and through traffic on Highway 57.

The City's consultant for the Highway 57 and Union Road Intersection Improvements Project, Foth, upon approval by Council will submit the application to the Iowa DOT for the funding request. The Highway 57 and Union Road Intersection Improvements application for Traffic Safety Improvement Program Funding is attached. The project could be awarded up to \$500,000.00 in TSIP Funds upon approval by the Iowa DOT. Eligible project costs for construction would be reimbursed by the Iowa DOT and do not require a match.

The Engineering Division recommends acceptance of the Application for the Traffic Safety Improvement Program Funding for the Highway 57 and Union Road Intersection Improvements Project. We are asking for a resolution in support of the application.

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF CEDAR FALLS, IOWA, TO MAKE AN APPLICATION TO THE IOWA DEPARTMENT OF TRANSPORTATION TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FOR THE PARTIAL FUNDING OF THE HIGHWAY 57 AND UNION ROAD INTERSECTION IMPROVEMENTS, WHICH INCLUDES RECONSTRUCTING THE INTERSECTION AS A ROUNDABOUT.

WHEREAS, the Iowa Department of Transportation has established the TSIP and provides funding for locations where vehicular safety is a concern and documented; and

WHEREAS, said program allows for funding to be provided to local jurisdictions for eligible transportation projects or programs that will improve traffic safety at a specific site or corridor with a crash history; and

WHEREAS, the City of Cedar Falls has determined that by reconstructing the intersection of Highway 57 and Union Road as a roundabout will help reduce crashes, thus improving safety:

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

1. The City Council supports and approves the attached application for TSIP funding.
2. The City Council hereby commits the additional City funds necessary for construction of the project beyond any TSIP funding.
3. The City Council hereby commits to accepting and maintaining these improvements.
4. The Mayor is hereby authorized to execute the application on behalf of the City.

PASSED AND APPROVED this 5th day of August, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



Application for SITE-SPECIFIC TSIP FUNDS

GENERAL INFORMATION

DATE: August 15, 2024

Location / Title of Project IA 57 and Union Road Roundabout

Applicant City of Cedar Falls

Contact Person Chase Schrage Title Director of Public Works

Complete Mailing Address 2200 Technology Parkway

Cedar Falls, IA 50613

Phone 319-268-5170 E-Mail chase.schrage@cedarfalls.com

(Area Code)

If more than one highway authority is involved in this project, please indicate and fill in the information below (use additional sheets if necessary).

Co-Applicant(s) Iowa Department of Transportation – District 2

Contact Person Nick Humpal Title District Engineer

Complete Mailing Address 428 43rd Street SW

Mason City, IA 50401

Phone 641-422-9446 E-Mail nickolas.humpal@iowadot.us

(Area Code)

PLEASE COMPLETE THE FOLLOWING PROJECT INFORMATION:

Funding Amount

Total Safety Cost	\$	<u>1,517,000</u>
Total Project Cost	\$	<u>1,796,900</u>
Safety Funds Requested	\$	<u>500,000</u>

Additional Project Safety Documentation (when available):

- Project information sheet(s) or “Risk Score”>50% from County/City’s Local Road Safety Plan
- FHWA SS4A Safety Action Plan or similar comprehensive transportation safety plan
- Iowa DOT TEAP Study or similar analysis and concept
- Project intersection or segment with High or Medium PCR Level (PCR-All or PCR-Severe) from the Iowa DOT Potential for Crash Reduction (PCR) web-based map tool <https://pcr.iowadot.gov/>

Potential for Crash Reduction (PCR) Information

Potential for Crash Reduction (PCR) Information					
Intersection ID (1234567890) or Segment ID (1234)	Intersection or Segment	PCR Level High	PCR Level Medium	PCR- All value	PCR- Severe value
2017005473	IA 57/WEST 1ST ST and UNION RD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0.31	0.04
		<input type="checkbox"/>	<input type="checkbox"/>		

APPLICATION CERTIFICATION FOR PUBLIC AGENCY

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating public agency(ies). I understand the attached resolution(s), where applicable, binds the participating public agency(ies) to assume responsibility for any additional funds, if required, to complete the project. In addition, the participating public agency(ies) agrees to maintain any new or improved public streets or roadways for a minimum of five years.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department of Transportation is required prior to the authorization of funds.

Representing the City of Cedar Falls

Signed:

Signature

Date Signed

Danny Laudick, Mayor

Printed Name

Attest:

Signature

Date Signed

Kim Kerr, City Clerk

Printed Name


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: August 5, 2024

SUBJECT: North Cedar Heights Area Reconstruction Project Phase IA
 City Project Number RC-092-3271
 Temporary Easements

The City of Cedar Falls is reconstructing the North Cedar Heights Area Phase IA, primarily along West Ridgewood Drive from Cherry Lane to Greenwood Avenue. The project requires the acquisition of temporary easements to complete construction. Temporary easements that were originally obtained are expiring and therefore new temporary easements are required. The owner of the property has accepted our offer and is shown below.

Parcel #	Property Owner	Street Address	Temporary Easement
107	Anderson	1506 W. Ridgewood Dr.	X

Attached is the map that identifies the location of this property. Also attached is the individual Easement Agreement for the new easement and the documentation.

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 IA of the project. If approved, staff will prepare the necessary documents and will complete the acquisition process for the parcel.

Staff recommends that the City Council state their support in the form of a resolution approving the easement acquisition and authorizing the Mayor to execute the agreements for the North Cedar Heights Area Reconstruction Project Phase 1A.

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

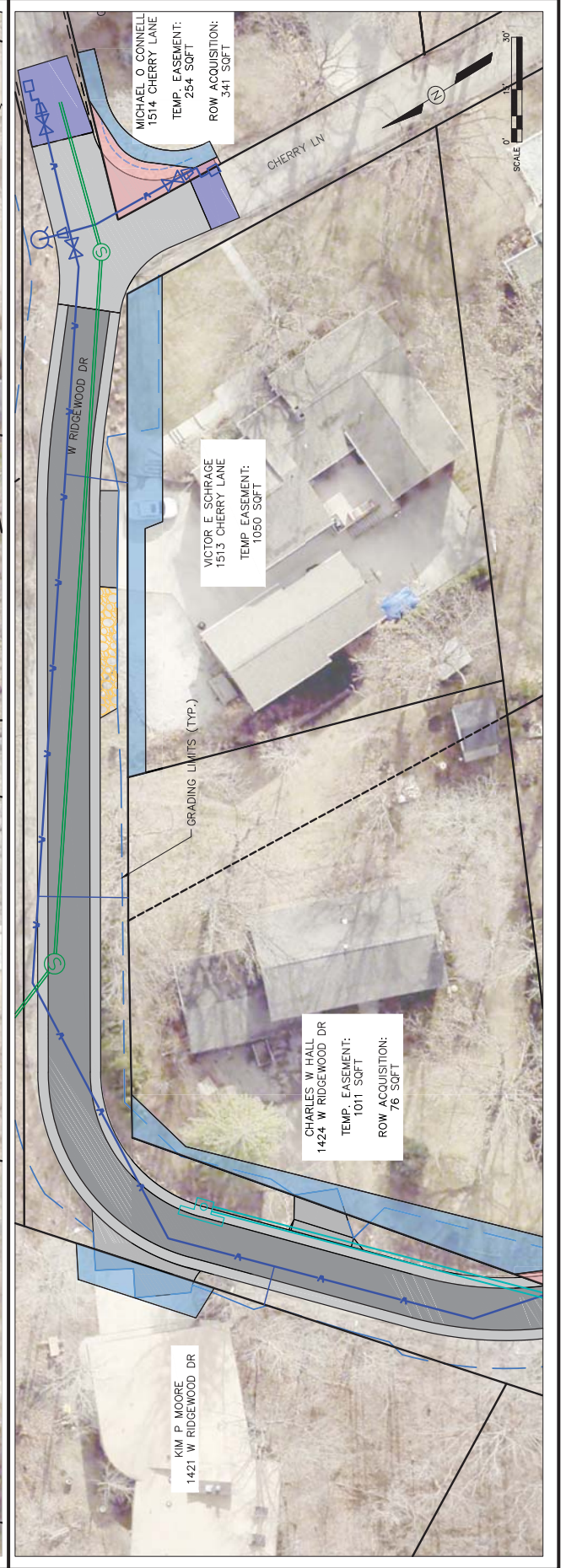
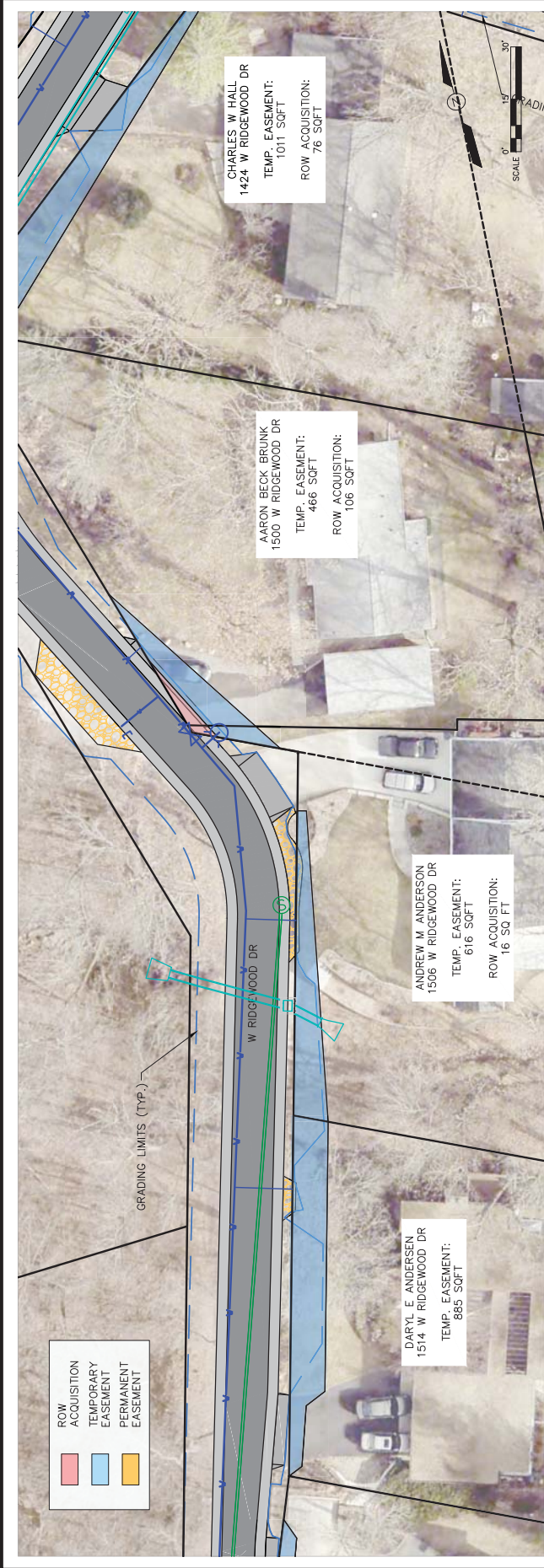
NO.	REVISIONS	DATE



Cedar Heights Area 1
Reconstruction - Phase 1
Ridgewood ROW

DATE: 02/03/2023
PROJECT NO: 60672593
SHEET NO: 02
DRAWING NO: 02
FINAL PLANS

Item 22.



**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 1506 W Ridgewood Drive
Parcel Number:
Project Number: RC-092-3271

County Tax Parcel No: 891318276026
Project Name: Cedar Heights
Street Reconstruction Phase 1

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 202_,
by and between _____, (“Seller”), and the City of Cedar Falls, Iowa, (“Buyer”).

- 1. Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The “Premises”)

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. In consideration of Seller’s conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

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

Temporary Easement	<u> 615 </u> sq. ft.	<u>\$ 125.00</u>
Additional Damages:		<u>\$ 0.00</u>
Total		<u>\$ 125.00</u>

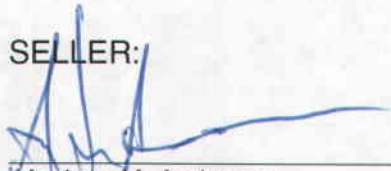
Payment shall be due on the closing date unless otherwise specified as follows: _____

- 3. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. 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, except as set forth in Paragraph 8 below.
- 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, and payment of the agreed upon price. 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 herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

- 8. 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.

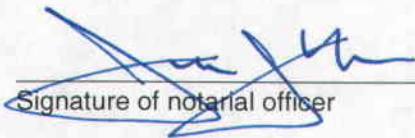
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

 Andrew M. Anderson _____ Date 7/10/24 _____

State of Iowa
 County of Black Hawk



This record was acknowledged before me on the 10th day of July, 2024, by Justin J Walton as Notary of Iowa, Andrew M. Anderson landowner property.


 Signature of notarial officer

5/30/2025
 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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by Andrew M. Anderson, single ("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 6 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 Andrew M. Anderson

X _____

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 10th day of July,
2024, by Andrew M. Anderson, single person, Grantors.



Justin J. Walton
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: 5/30/25]

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 12 & 14 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Andrew M. Andersen
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

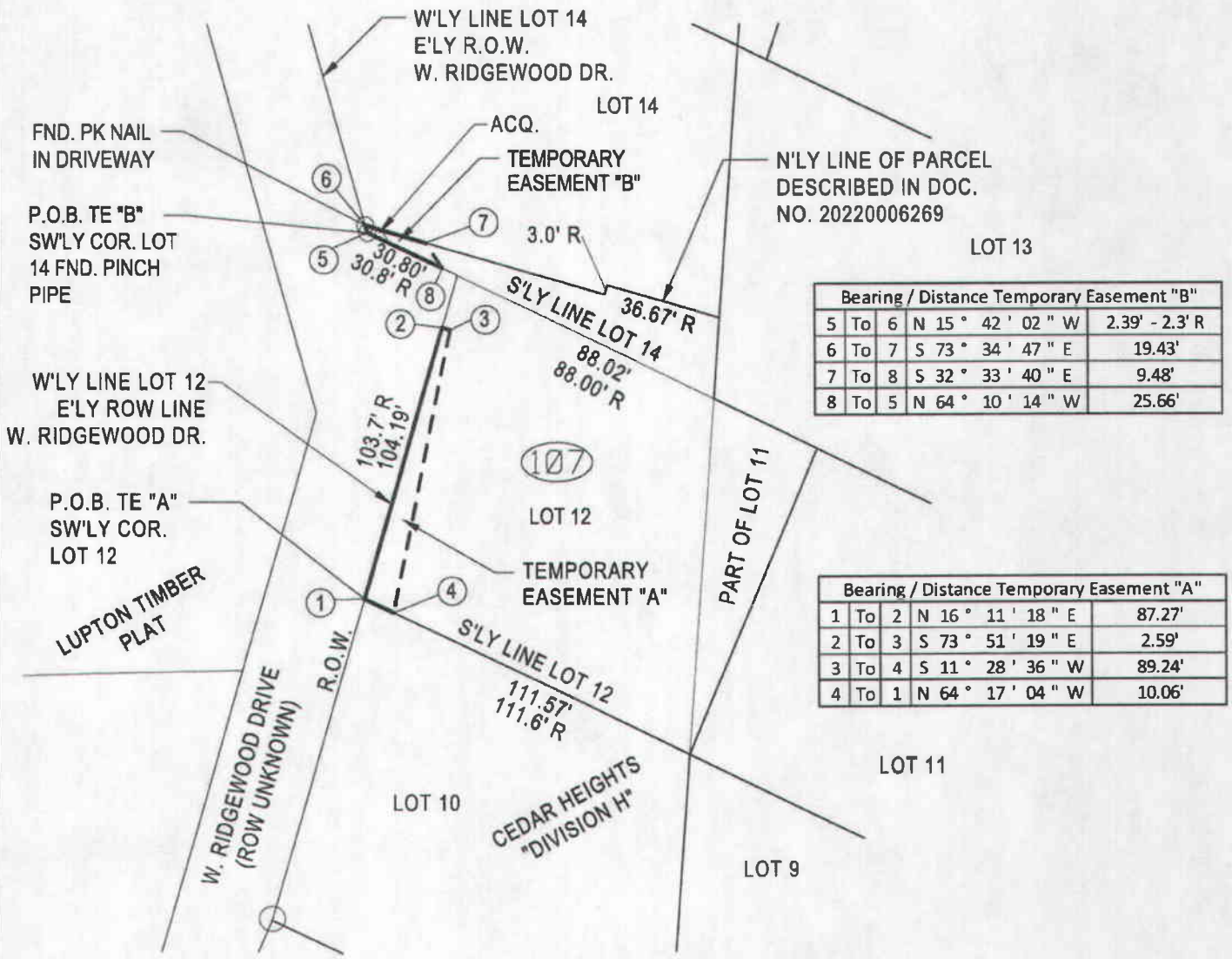
CEDAR HEIGHTS AREA
RECONSTRUCTION PROJECT
CEDAR FALLS, IOWA
CITY PROJECT NO. RC-09-3271
OWNER: ANDREW M. ANDERSEN
1506 RIDGEWOOD DR
CEDAR FALLS, IOWA 50613

PROJECT PARCEL 107

TEMPORARY EASEMENT "A" = 548 SQUARE FEET

TEMPORARY EASEMENT "B" = 83 SQUARE FEET OF WHICH 16 SQUARE FEET IS ACQUISITION
TEMPORARY EASEMENT "B" AREA = 67 SQUARE FEET

TOTAL TEMPORARY EASEMENT FOR PROJECT PARCEL 107 = 615 SQUARE FEET

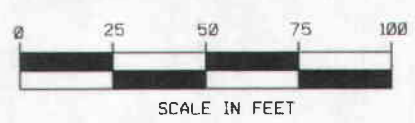


Bearing / Distance Temporary Easement "B"			
5	To	6	N 15 ° 42 ' 02 " W 2.39' - 2.3' R
6	To	7	S 73 ° 34 ' 47 " E 19.43'
7	To	8	S 32 ° 33 ' 40 " E 9.48'
8	To	5	N 64 ° 10 ' 14 " W 25.66'

Bearing / Distance Temporary Easement "A"			
1	To	2	N 16 ° 11 ' 18 " E 87.27'
2	To	3	S 73 ° 51 ' 19 " E 2.59'
3	To	4	S 11 ° 28 ' 36 " W 89.24'
4	To	1	N 64 ° 17 ' 04 " W 10.06'

SIGNED AUGUST 24, 2022

○ = FOUND PROPERTY CORNER (AS NOTED)



SHEET 1 OF 2

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.

Michael R. Fagle **08-24-2022**
Date

MICHAEL R. FAGLE
License number 8505
My license renewal date is December 31, 2022
Pages or sheets covered by this seal:
SHEETS 1 AND 2 OF 2

**TEMPORARY EASEMENT
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**

PROJECT PARCEL 107

CEDAR HEIGHTS AREA
RECONSTRUCTION PROJECT
CEDAR FALLS, IOWA
CITY PROJECT NO. RC-09-3271

Description Temporary Easement "A" Parcel 107:

A parcel of land situated in part of Lot 12 of Cedar Heights "Division H", City of Cedar Falls, County of Black hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 12; thence North $16^{\circ}11'18''$ East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 12, also being the Easterly right-of-wayline of West Ridgewood Drive, 87.27 feet; thence South $73^{\circ}51'19''$ East, 2.59 feet; thence South $11^{\circ}28'36''$ West, 89.24 feet to the Southerly line of said Lot 12; thence North $64^{\circ}17'04''$ West along said Southerly line, 10.06 feet to the Point of Beginning.

Temporary Easement "A" Contains 548 Square Feet.

Description Temporary Easement "B" Parcel 107:

A parcel of land situated in part of Lot 14 of Cedar Heights "Division H", City of Cedar Falls, County of Black hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 14; thence North $15^{\circ}42'02''$ West (assumed bearing for the purpose of this description) along the Westerly line of said Lot 14, also being the Easterly right-of-wayline of West Ridgewood Drive, 2.39 feet to the Northerly line of a parcel of land described in Document Number 20220006269 and recorded in the Office of the Black Hawk County Recorder; thence South $73^{\circ}34'47''$ East along said Northerly line, 19.43 feet; thence South $32^{\circ}33'40''$ East, 9.48 feet to the Southerly line of said Lot 14; thence North $64^{\circ}10'14''$ West along said Southerly line, 25.66 feet to the Point of Beginning.

Temporary Easement Contains 83 Square Feet of which 16 Square feet is Acquisition.

Total Area of Temporary Easement "B" is 67 Square Feet.



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 Daniel Laudick Green and City Council

FROM: Ben Claypool, Principal Engineer, PhD, PE

DATE: July 26, 2024

SUBJECT: Viking Rd and Prairie Parkway Intersection Improvements Project
 City Project Number: RC-232-3308
 Right of Way Acquisition

The City of Cedar Falls is planning to reconstruct the intersection of Viking Road at Prairie Parkway by converting the stop-controlled intersection to a roundabout. Work will also include the installation of curbed medians between Andrea Drive and Prairie Parkway. The project will require the acquisition of two (2) temporary construction easements, two (2) fee title acquisitions for right-of-way, and one (1) Crop Loss Agreement with the tenant farmer from a total of three (3) property owners. The owner of the following property has accepted our offers:

Parcel #	Owner	Address/Parcel ID	Acquisition Type
11	Halle Properties, LLC	5906 Winterberry Drive	Fee Title & Temporary Easement

Attached is a map depicting this property and the associated acquisition limits. Also attached is the Owner Purchase Agreement for the new easement and fee title acquisition, and the documentation for them.

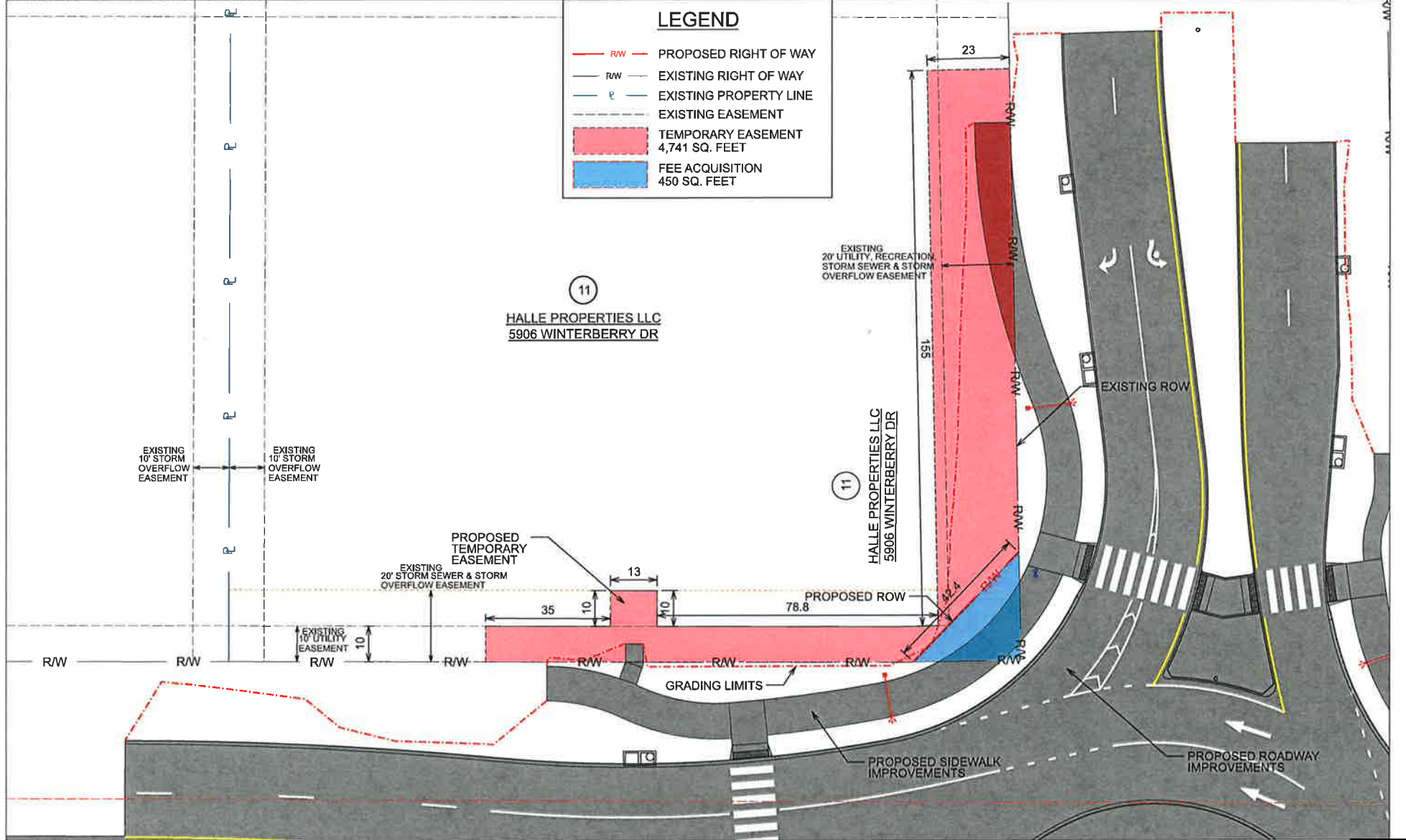
The City will be using the Pinnacle Prairie Tax Increment Financing as the funding source for the design and right-of-way portion of this project. The City entered into a Professional Services Agreement with Synder and Associates, Inc., of Cedar Rapids, Iowa, on June 6, 2023 for this work. If approved, 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, easement acquisitions, and crop loss agreement and authorizing the Mayor to execute the agreements for the Viking Rd and Prairie Parkway Intersection Improvements Project.

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Kevin Rogers, City Attorney
 Lisa Roeding, City Controller/Treasurer

6/25/2024
V:\Projects\2022\122.1702.08\CAD\EXH. 121702_RDW_Acquisitions_2024-03-21.dgn

OpenRoadsDesigner_5AA
09DColourHutWeightIPDF.plt



**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 5906 Winterberry Dr
Parcel Number: 11
Project Name: PRAIRIE PKWY & VIKING RD INTERSECTION IMPROVEMENTS

County Tax Parcel No: 891330351016
Project Number: 122.1702.08

THIS OWNER PURCHASE AGREEMENT is entered into on this day of May, 2024, by and between HALLE PROPERTIES, LLC, 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 and Legal Description (Exhibit A)

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. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. 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>18,410.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>18,410.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>450</u>	sq. ft.	<u>\$5,220.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.	<u>\$</u>
Temporary Easement	<u>4,741</u>	sq. ft.	<u>\$13,190.00</u>
Permanent Easement	<u>0</u>	sq. ft.	<u>\$</u>
Buildings			<u>\$</u>
Severance Damages			<u>\$</u>

- 4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached acquisition plat and/or temporary easement exhibit. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement, 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: N/A
9. 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:

[Signature]
Sasha Zabih, Agent Date

_____ Date

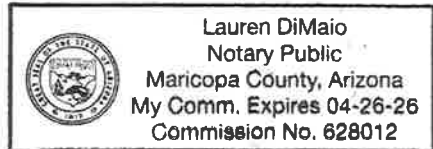
State of Arizona

County of Maricopa

This record was acknowledged before me on the 22 day of MAY, 2024.

by Sasha Zabih as Agent of Halle Properties

[Signature]
Signature of notarial officer



Lauren DiMaio
Printed name of notarial officer

04-26-26
My 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

SURVEYOR'S NAME / RETURN TO:
 TIMOTHY W. FORINASH
 SNYDER & ASSOCIATES, INC.
 900 BELL DRIVE SW
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 TWFORINASH@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
 LOT 3, REPLAT OF LOT 2, PINNACLE PRAIRIE
 COMMERCIAL SOUTH - PHASE I

REQUESTED BY:
 CITY OF CEDAR FALLS

PROPRIETOR:
 HALLE PROPERTIES LLC

AREA ABOVE RESERVED FOR RECORDER

EXHIBIT "A"
RIGHT-OF-WAY ACQUISITION PLAT

DESCRIPTION

That part of Lot 3, Replat of Lot 2, Pinnacle Prairie Commercial South - Phase I (Final Plat recorded as file number 2014-00008011 at the Black Hawk County Recorder's Office) Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast Corner of said Lot 3;

Thence South 88° 50' 16" West 30.00 feet along the north right-of-way of Viking Road;

Thence North 43° 50' 16" East 42.43 to the west right-of-way of Prairie Parkway;

Thence South 01° 09' 44" East 30.00 feet along said west right-of-way to the point of beginning and containing 450 square feet more or less.

PROPERTY OWNER

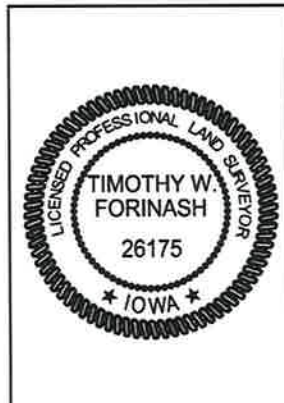
HALLE PROPERTIES L.L.C.
20225 N SCOTTSDALE ROAD
SCOTTSDALE, AZ 85255

PREPARED FOR

CITY OF CEDAR FALLS

DATE OF SURVEY

JANUARY 14, 2022



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 Professional Land Surveyor under the laws of the State of Iowa.

Timothy W. Forinash 7/8/24
Timothy W. Forinash, PLS Date

License Number 26175
My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:
SHEETS 1 AND 2 OF 2.

PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS

SHEET 1 OF 2

PARCEL 11 - HALLE PROPERTIES LLC

PN: 122.1702

T-R-S:T89N-R13W-S30

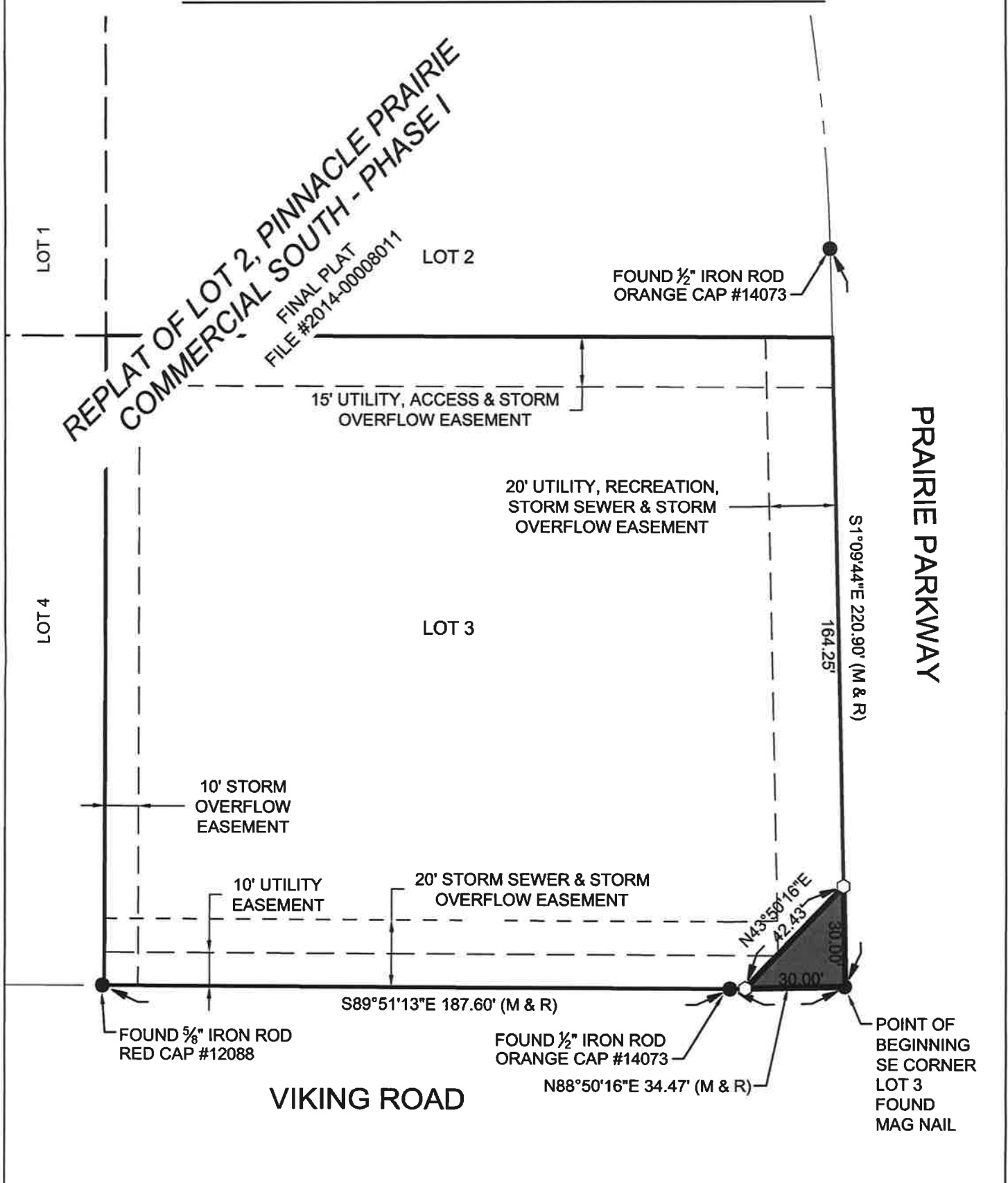


900 BELL DRIVE SW
CEDAR RAPIDS, IOWA 52404 (319)362-9394

DATE: 10/16/2023

PM/TECH: WTH

RIGHT-OF-WAY ACQUISITION PLAT



LEGEND

FEATURES

- 1/2" Rebar, Cap # 26175 w/Yellow Plastic Cap (Unless Otherwise Noted)
- Measured Bearing & Distance
- Recorded Distance
- Deed Distance
- Platted Distance
- Acquisition Area

FOUND SET

-
-
- M
- R
- D
- P



PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS

PARCEL 11 - HALLE PROPERTIES LLC

SHEET 2 OF 2
PN: 122.1702
T-R-S:T89N-R13W-S30
DATE: 10/16/2023
PM/TECH: WTH



900 BELL DRIVE SW
CEDAR RAPIDS, IOWA 52404 (319)362-9394

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 20__, by HALLE PROPERTIES, L.L.C., an Arizona limited liability company ("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 **Exhibit "A"** 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 crosses. 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 Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement and acceptance by the City Council of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

By: [Signature]

Name: Sasha Zabihi

Title: Agent

State of Arizona)

County of Maricopa)

This record was acknowledged before me on the 21st day of May, 2024, by Sasha Zabihi, as Agent of Halle Properties, L.L.C.

[Signature]
Signature of notarial officer



[
Title of Office

[My commission expires: 2/11/2025]

Notices:
Halle Properties, L.L.C.
Attn: Real Estate Dept #IAN 01
20225 N. Scottsdale Road
Scottsdale, AZ 85255
realestatedept@discounttire.com

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:

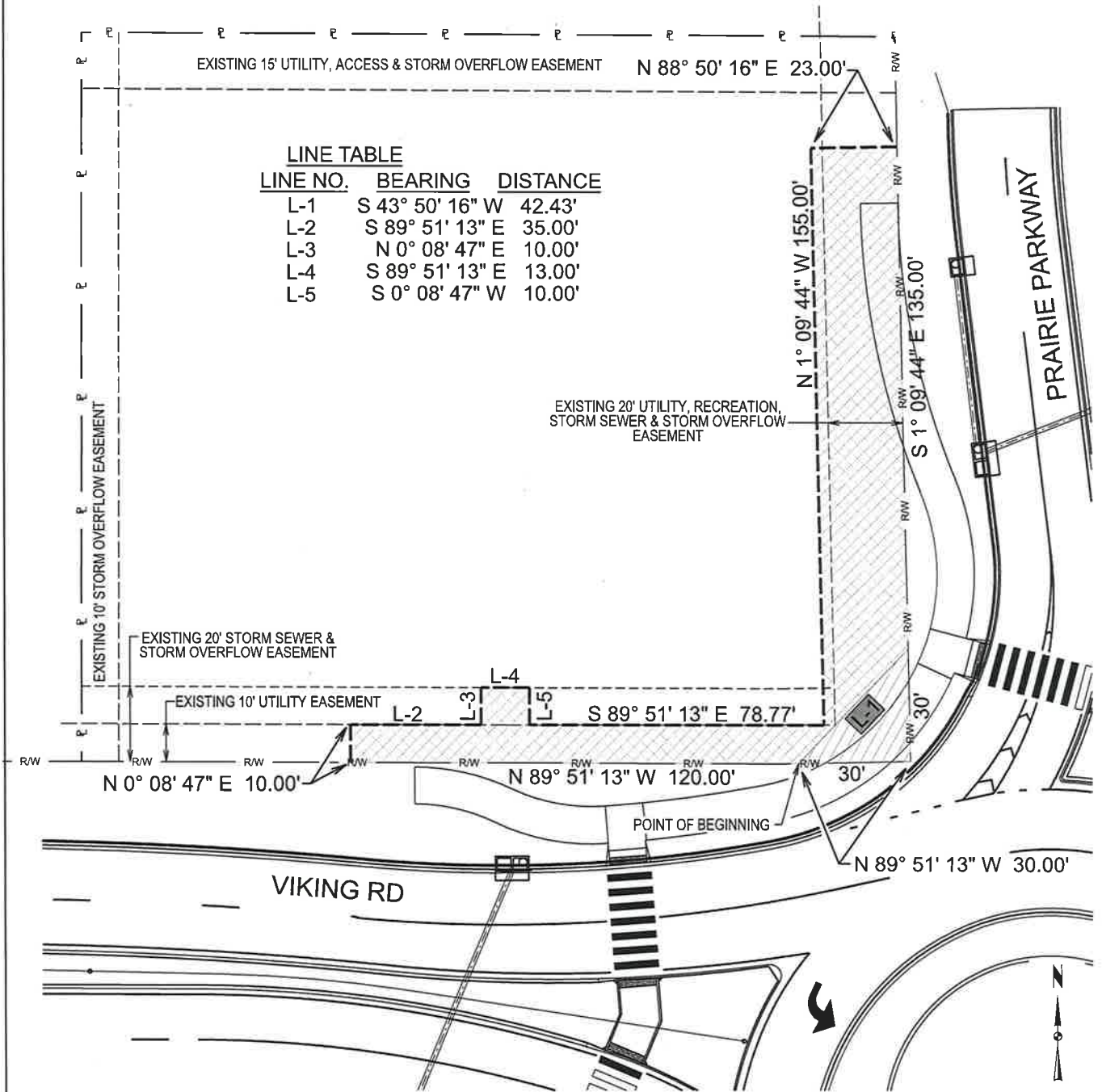
EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

LEGEND

-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED FEE TITLE
-  - RW - PROPOSED RIGHT-OF-WAY
-  - RW - EXISTING RIGHT-OF-WAY
-  PROPOSED STORM SEWER
-  - - - - PROPOSED WATER MAIN
-  - L - LOT LINE

TEMPORARY EASEMENT AREA
0.11 ACRES (4,741 S.F.)

LINE NO.	BEARING	DISTANCE
L-1	S 43° 50' 16" W	42.43'
L-2	S 89° 51' 13" E	35.00'
L-3	N 0° 08' 47" E	10.00'
L-4	S 89° 51' 13" E	13.00'
L-5	S 0° 08' 47" W	10.00'



PROJECT NAME: PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS
PARCEL 11 - HALLE PROPERTIES LLC

SCALE:
1" = 40'

DATE:
7/1/2024

PROJECT #: 122.1702
SHEET 1 OF 2



EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

Item 23.

LEGAL DESCRIPTION

A PART OF LOT 3, REPLAT OF LOT 2, PINNACLE PARKWAY COMMERCIAL SOUTH PHASE 1, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89° 51' 13" WEST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 51' 13" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 120.00 FEET; THENCE NORTH 0° 08' 47" EAST, 10.00 FEET; THENCE SOUTH 89° 51' 13" EAST, 35.00 FEET; THENCE NORTH 0° 08' 47" EAST, 10.00 FEET; THENCE SOUTH 89° 51' 13" EAST, 13.00 FEET; THENCE SOUTH 0° 08' 47" WEST, 10.00 FEET; THENCE SOUTH 89° 51' 13" EAST, 78.77 FEET; THENCE NORTH 1° 09' 44" WEST, 155.00 FEET; THENCE NORTH 88° 50' 16" EAST, 23.00 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 1° 09' 44" EAST ALONG SAID EAST LINE, A DISTANCE OF 135.00 FEET; THENCE SOUTH 43° 50' 16" WEST, 42.43 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES (4,741 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PROJECT NAME: PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS
PARCEL 11 - HALLE PROPERTIES LLC

SCALE:
1" = 40'

DATE:
7/1/2024

PROJECT #: 122.1702
SHEET 2 OF 2





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: Ben Claypool, Principal Engineer, PE, PhD

DATE: July 26, 2024

SUBJECT: Downtown Streetscape and Reconstruction Project Phase II
 Project No.: RC – 000 – 3242
 Project Final Acceptance

The Downtown Streetscape and Reconstruction Project Phase II is completed and ready for final acceptance. This project involved the removal and replacement of the Main Street Parkade brick pavers from 3rd to 6th street while incorporating an updated design and additional streetscaping components. In conjunction with this update, the two blocks of 4th Street between Washington and State Street were fully reconstructed, including some sanitary, storm sewer, and water main reconstruction, while also incorporating various streetscaping elements. The project was under contract with Owen Contracting, Inc. (formerly K. Cunningham Construction, Inc.) out of Cedar Falls, Iowa. Attached is the final pay application that releases the retainage held on the construction costs

This project was primarily funded by the “TIF-Downtown”. Below is a breakdown of final contract costs and the funding sources utilized:

Funding Source	Amount	Item	Cost
TIF-Downtown District	\$ 2,074,690.88	Design	\$ 363,133.40
BHOG Grant	\$ 574,800.00	Brick Pavers	\$ 340,511.70
CFU	\$ 175,145.00	Twig Benches	\$ 35,040.00
CMS	\$ 55,169.52	Anti-Skate Devices	\$ 2,397.05
Parkade Renovation Fund	\$ 16,154.44	Buried Tank Remediation	\$ 13,301.56
Total	\$ 2,895,959.84	Kiosk Sgn	\$ 450.00
		Construction (Not Including CFU Watermain or Lights)	\$ 1,926,021.13
		CFU Watermain	\$ 86,465.00
		CFU Lights	\$ 88,680.00
		Private Construction Agreement (Stairwell Reconstruction)	\$ 39,960.00
		Total	\$ 2,895,959.84

With Council approval, a transfer of funds from the following funding sources to the TIF Fund will be made, per Iowa Code 545-2.5.

Funding Source	Attributed Costs
Parkade Renovation Fund	\$ 16,154.44

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

<u>Owen Contracting, Inc Suppliers:</u> <i>Benton's Ready Mixed Concrete Inc.</i> <i>Logan Contractors Supply, Inc.</i>	<u>Owen Contracting, Inc Subcontractors:</u> <i>Aspro, Inc.</i> <i>Benton's Sand & Gravel</i> <i>K&W Electric Inc</i> <i>Matthias Landscaping Co.</i> <i>Service Signing LC</i> <i>Weikert Contracting</i>
---	--

I certify that the public improvements for the Downtown Streetscape and Reconstruction Project Phase II were completed in reasonable compliance with the project plans and specifications.



 Ben Claypool

7/29/24

 Date

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer
Lisa Roeding, Controller/City Treasurer



CONTRACTOR'S APPLICATION FOR PAYMENT

Retainage Release

Pay Application

Downtown Streetscape and Reconstruction Phase II		Application Period: 07/13/24 to 07/17/24	Application Date: 07/13/24
Project Number: RC-000-3242	To (Owner): City of Cedar Falls	Via (Engineer): Ben Claypool	
Contract Completion Date: Fall 2022	From (Contractor): Owen Contracting, Inc.	Principal Engineer	

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 23,925.00	\$ -
2	\$ 24,339.60	\$ -
3	\$ 8,508.00	\$ -
4	\$ 5,505.00	\$ -
5	\$ 2,816.00	\$ -
6	\$ 5,995.00	\$ -
7	\$ 940.00	\$ -
8	\$ 1,947.00	\$ -
9	\$ 17,480.75	\$ -
10	\$ 18,919.39	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ 110,375.74	\$ -
Net Change by Change Orders		
(a) + (b) = (c)	\$	110,375.74

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: 7/12/24 Joe Owen

1. ORIGINAL CONTRACT PRICE	\$	2,392,948.23
2. NET CHANGE BY CHANGE ORDERS (c)	\$	110,375.74
3. CURRENT CONTRACT PRICE	\$	2,503,323.97
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	2,101,166.13
5. RETAINAGE		
a. 5% x \$ 2,101,166.13 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)	\$	2,101,166.13
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	1,996,107.82
9. AMOUNT DUE THIS APPLICATION	\$	105,058.31
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	2,101,166.13
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		88%
Current Contract Price (Line 10 ÷ Line 3)		84%
Payment of:	\$	105,058.31 (Line 9 or Other Attach Explanation if Other Amount)

Is Respectfully Submitted: Ben Claypool, Principal Engineer Date

CONTRACTOR'S APPLICATION FOR PAYMENT			No. Retainage Release			Application Period: 07/13/24 to 07/17/24		Application Date: 07/13/24							
Project Number: RC-000-3242			To (Owner): City of Cedar Falls			Via (Engineer): Ben Claypool		Principal Engineer							
Contract Completion Date: Fall 2022			From (Contractor): Owen Contracting, Inc.												
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Bid Item Number	Item 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	Clearing and Grubbing	LS	1.00	\$ 2,000.00	\$ 2,000.00	1.00	-	\$ -	1.00	\$ 2,000.00	\$ -	\$ 2,000.00	100%	\$ -	X
2	Topsoil, Off-site	CY	100.00	\$ 75.00	\$ 7,500.00	100.00	-	\$ -	100.00	\$ 7,500.00	\$ -	\$ 7,500.00	100%	\$ -	X
3	Excavation, Class 10	CY	1,261.00	\$ 12.00	\$ 15,132.00	1,142.00	-	\$ -	1,142.00	\$ 13,704.00	\$ -	\$ 13,704.00	91%	\$ 1,428.00	X
4	Excavation, Class 13	CY	452.00	\$ 15.00	\$ 6,780.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 6,780.00	X
5	Below Grade Excavation (Core Out)	CY	359.00	\$ 42.00	\$ 15,078.00	-	9.40	\$ -	9.40	\$ 394.80	\$ -	\$ 394.80	3%	\$ 14,683.20	X
6	Subgrade Preparation, 12" Depth	SY	5,137.00	\$ 2.00	\$ 10,274.00	5,137.00	-	\$ -	5,137.00	\$ 10,274.00	\$ -	\$ 10,274.00	100%	\$ -	X
7	Subbase, Modified, 8" Depth	SY	5,154.00	\$ 9.00	\$ 46,386.00	5,154.00	-	\$ -	5,154.00	\$ 46,386.00	\$ -	\$ 46,386.00	100%	\$ -	X
8	Subbase, 3/4" Road Stone, 8" Depth	SY	2,035.00	\$ 8.30	\$ 16,890.50	1,523.30	-	\$ -	1,523.30	\$ 12,643.39	\$ -	\$ 12,643.39	75%	\$ 4,247.11	X
9	Subbase, 3/4" Road Stone, 2" Depth	SY	3,240.00	\$ 6.16	\$ 19,958.40	3,240.00	-	\$ -	3,240.00	\$ 19,958.40	\$ -	\$ 19,958.40	100%	\$ -	X
10	Compaction Testing	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	-	\$ -	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	X
11	Sampling and Testing For Petroleum Contamination (Remediation)	EA	1.00	\$ 6,500.00	\$ 6,500.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 6,500.00	X
12	Excavation and Disposal of Contaminated Soil	CY	163.00	\$ 100.00	\$ 16,300.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 16,300.00	X
13	Trench Foundation	TON	277.00	\$ 25.90	\$ 7,174.30	184.82	-	\$ -	184.82	\$ 4,786.84	\$ -	\$ 4,786.84	67%	\$ 2,387.46	X
14	Trench Compaction Testing	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	-	\$ -	1.00	\$ 7,500.00	\$ -	\$ 7,500.00	100%	\$ -	X
15	Storm Sewer, Trenched, PVC, 12" Diameter	LF	20.00	\$ 40.00	\$ 800.00	40.00	-	\$ -	40.00	\$ 1,600.00	\$ -	\$ 1,600.00	200%	\$ (800.00)	X
16	Storm Sewer, Trenched, RCP, 12" Diameter	LF	24.00	\$ 40.00	\$ 960.00	48.00	-	\$ -	48.00	\$ 1,920.00	\$ -	\$ 1,920.00	200%	\$ (960.00)	X
17	Storm Sewer, Trenched, RCP, 15" Diameter	LF	434.00	\$ 52.00	\$ 22,568.00	434.00	-	\$ -	434.00	\$ 22,568.00	\$ -	\$ 22,568.00	100%	\$ -	X
18	Storm Sewer, Trenched, RCP, 18" Diameter	LF	546.00	\$ 57.00	\$ 31,122.00	546.00	-	\$ -	546.00	\$ 31,122.00	\$ -	\$ 31,122.00	100%	\$ -	X
19	Storm Sewer, Trenched, RCP, 24" Diameter	LF	52.00	\$ 76.00	\$ 3,952.00	52.00	-	\$ -	52.00	\$ 3,952.00	\$ -	\$ 3,952.00	100%	\$ -	X
20	Storm Sewer, Trenched, RCP, 30" Diameter	LF	16.00	\$ 93.00	\$ 1,488.00	16.00	-	\$ -	16.00	\$ 1,488.00	\$ -	\$ 1,488.00	100%	\$ -	X
21	Linear Trench Drain	LF	20.00	\$ 175.00	\$ 3,500.00	20.00	-	\$ -	20.00	\$ 3,500.00	\$ -	\$ 3,500.00	100%	\$ -	X
22	Removal of Storm Sewer, All Types, All Sizes	LF	767.00	\$ 10.00	\$ 7,670.00	647.00	-	\$ -	647.00	\$ 6,470.00	\$ -	\$ 6,470.00	84%	\$ 1,200.00	X
23	Subdrain, Type 5, Corrugated Exterior and Smooth Interior Polyethylene, 6" Dia.	LF	2,596.00	\$ 11.50	\$ 29,854.00	1,925.00	-	\$ -	1,925.00	\$ 22,137.50	\$ -	\$ 22,137.50	74%	\$ 7,716.50	X
24	Footing Drain Collector, PVC, 6" Diameter	LF	15.00	\$ 20.00	\$ 300.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 300.00	X
25	Subdrain Cleanout, Type A-1, 6" Diameter	EA	12.00	\$ 550.00	\$ 6,600.00	6.00	-	\$ -	6.00	\$ 3,300.00	\$ -	\$ 3,300.00	50%	\$ 3,300.00	X
26	Subdrain Outlets and Connections, CMP, 8" Dia. (Per CF Detail CFD.01)	EA	30.00	\$ 200.00	\$ 6,000.00	24.00	-	\$ -	24.00	\$ 4,800.00	\$ -	\$ 4,800.00	80%	\$ 1,200.00	X
27	Drain Connections	EA	2.00	\$ 400.00	\$ 800.00	6.00	-	\$ -	6.00	\$ 2,400.00	\$ -	\$ 2,400.00	300%	\$ (1,600.00)	X
28	Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 8" Dia.	LF	682.00	\$ 55.00	\$ 37,510.00	714.00	-	\$ -	714.00	\$ 39,270.00	\$ -	\$ 39,270.00	105%	\$ (1,760.00)	X
29	Fitting, 8" Tapping Sleeve and Valve	EA	1.00	\$ 4,100.00	\$ 4,100.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 4,100.00	X
30	Fitting, Solid Sleeve, 8" Diameter	EA	1.00	\$ 35.00	\$ 35.00	2.00	-	\$ -	2.00	\$ 70.00	\$ -	\$ 70.00	200%	\$ (35.00)	X
31	Fitting, 45 Degree Bend, 8" Diameter	EA	10.00	\$ 325.00	\$ 3,250.00	4.00	-	\$ -	4.00	\$ 1,300.00	\$ -	\$ 1,300.00	40%	\$ 1,950.00	X
32	Fitting, 90 Degree MI Bend, 8" Diameter	EA	6.00	\$ 350.00	\$ 2,100.00	10.00	-	\$ -	10.00	\$ 3,500.00	\$ -	\$ 3,500.00	167%	\$ (1,400.00)	X
33	Water Service Stub, Copper, Type K, 3/4" Diameter	EA	8.00	\$ 1,500.00	\$ 12,000.00	1.00	-	\$ -	1.00	\$ 1,500.00	\$ -	\$ 1,500.00	13%	\$ 10,500.00	X
34	Water Service Stub, Copper, Type K, 1" Diameter	EA	3.00	\$ 2,000.00	\$ 6,000.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 6,000.00	X
35	Water Service Stub, Copper, Type K, 1.5" Diameter	EA	3.00	\$ 2,250.00	\$ 6,750.00	1.00	-	\$ -	1.00	\$ 2,250.00	\$ -	\$ 2,250.00	33%	\$ 4,500.00	X
36	Water Service Stub, DIP, 4" Diameter	EA	4.00	\$ 5,000.00	\$ 20,000.00	2.00	-	\$ -	2.00	\$ 10,000.00	\$ -	\$ 10,000.00	50%	\$ 10,000.00	X
37	MI Gate Valve with box, 4" Diameter	EA	4.00	\$ 1,375.00	\$ 5,500.00	1.00	-	\$ -	1.00	\$ 1,375.00	\$ -	\$ 1,375.00	25%	\$ 4,125.00	X
38	MI Gate Valve with box, 8" Diameter	EA	4.00	\$ 2,000.00	\$ 8,000.00	3.00	-	\$ -	3.00	\$ 6,000.00	\$ -	\$ 6,000.00	75%	\$ 2,000.00	X
39	Fire Hydrant Assembly	EA	3.00	\$ 6,100.00	\$ 18,300.00	2.00	-	\$ -	2.00	\$ 12,200.00	\$ -	\$ 12,200.00	67%	\$ 6,100.00	X
40	Flushing Device (Blowoff), Temporary, 4" Diameter	EA	3.00	\$ 2,000.00	\$ 6,000.00	2.00	-	\$ -	2.00	\$ 4,000.00	\$ -	\$ 4,000.00	67%	\$ 2,000.00	X
41	Valve Box Adjustment, Minor	EA	5.00	\$ 500.00	\$ 2,500.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 2,500.00	X
42	Fire Hydrant Removal	EA	3.00	\$ 2,500.00	\$ 7,500.00	2.00	-	\$ -	2.00	\$ 5,000.00	\$ -	\$ 5,000.00	67%	\$ 2,500.00	X
43	Manhole, SW-401, Circular Storm, 48" Diameter	EA	3.00	\$ 2,200.00	\$ 6,600.00	3.00	-	\$ -	3.00	\$ 6,600.00	\$ -	\$ 6,600.00	100%	\$ -	X
44	Manhole, SW-401, Circular Storm, 60" Diameter	EA	1.00	\$ 3,000.00	\$ 3,000.00	1.00	-	\$ -	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	X
45	Manhole, SW-401, Circular Storm, 72" Diameter	EA	1.00	\$ 4,800.00	\$ 4,800.00	1.00	-	\$ -	1.00	\$ 4,800.00	\$ -	\$ 4,800.00	100%	\$ -	X
46	Intake, SW-501, Single Grate	EA	4.00	\$ 3,200.00	\$ 12,800.00	4.00	-	\$ -	4.00	\$ 12,800.00	\$ -	\$ 12,800.00	100%	\$ -	X
47	Intake, SW-505, Double Grate	EA	6.00	\$ 4,200.00	\$ 25,200.00	6.00	-	\$ -	6.00	\$ 25,200.00	\$ -	\$ 25,200.00	100%	\$ -	X
48	Intake, SW-507, Single Open-throat Curb Intake, Small Box	EA	1.00	\$ 4,000.00	\$ 4,000.00	1.00	-	\$ -	1.00	\$ 4,000.00	\$ -	\$ 4,000.00	100%	\$ -	X
49	Intake, SW-511, Rectangular Area Intake	EA	3.00	\$ 3,200.00	\$ 9,600.00	3.00	-	\$ -	3.00	\$ 9,600.00	\$ -	\$ 9,600.00	100%	\$ -	X
50	Intake, Nyoplast Drain, Rectangular Sidewalk Area Intake, 12" Diameter	EA	5.00	\$ 2,150.00	\$ 10,750.00	4.00	-	\$ -	4.00	\$ 8,600.00	\$ -	\$ 8,600.00	80%	\$ 2,150.00	X
51	Manhole or Intake Adjustment, Minor	EA	7.00	\$ 850.00	\$ 5,950.00	7.00	-	\$ -	7.00	\$ 5,950.00	\$ -	\$ 5,950.00	100%	\$ -	X
52	Connection to Existing Manhole or Intake	EA	2.00	\$ 500.00	\$ 1,000.00	3.00	-	\$ -	3.00	\$ 1,500.00	\$ -	\$ 1,500.00	150%	\$ (500.00)	X
53	Remove Manhole	EA	6.00	\$ 750.00	\$ 4,500.00	6.00	-	\$ -	6.00	\$ 4,500.00	\$ -	\$ 4,500.00	100%	\$ -	X
54	Remove Intake	EA	11.00	\$ 750.00	\$ 8,250.00	11.00	-	\$ -	11.00	\$ 8,250.00	\$ -	\$ 8,250.00	100%	\$ -	X
55	Remove Sidewalk Intake	EA	3.00	\$ 500.00	\$ 1,500.00	2.00	-	\$ -	2.00	\$ 1,000.00	\$ -	\$ 1,000.00	67%	\$ 500.00	X
56	Pavement, PCC, 8" Depth	SY	4,733.00	\$ 53.25	\$ 252,037.25	4,782.20	-	\$ -	4,782.20	\$ 254,652.15	\$ -	\$ 254,652.15	101%	\$ (2,614.90)	X
57	Curb and Gutter, 2.5' Width, 8" Depth	LF	887.00	\$ 31.25	\$ 27,718.75	274.70	-	\$ -	274.70	\$ 8,584.38	\$ -	\$ 8,584.38	31%	\$ 19,134.38	X
58	Curb and Gutter Removal	LF	321.00	\$ 15.00	\$ 4,815.00	303.10	-	\$ -	303.10	\$ 4,546.50	\$ -	\$ 4,546.50	94%	\$ 268.50	X
59	Pavement, HMA, Wedge, 5" Depth	SY	251.00	\$ 115.00	\$ 28,865.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 28,865.00	X
60	HMA Overlay, 3" Depth	SY	1,081.00	\$ 26.00	\$ 28,106.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 28,106.00	X
61	Removal of Sidewalk	SY	5,518.00	\$ 14.50	\$ 80,011.00	5,051.00	-	\$ -	5,051.00	\$ 73,239.50	\$ -	\$ 73,239.50	92%	\$ 6,771.50	X
62	Removal of Driveway	SY	366.00	\$ 4.50	\$ 1,647.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,647.00	X
63	PCC Sidewalk, 4" Depth	SY	47.40	\$ 110.00	\$ 5,214.00	52.60	-	\$ -	52.60	\$ 5,786.00	\$ -	\$ 5,786.00	111%	\$ (572.00)	X
64	PCC Sidewalk, 6" Depth	SY	18.20	\$ 126.00	\$ 2,293.20	19.00	-	\$ -	19.00	\$ 2,394.00	\$ -	\$ 2,394.00	104%	\$ (100.80)	X
65	Brick/Paver Sidewalk with 8" Depth Pavement Base	SY	128.00	\$ 225.51	\$ 28,865.28	102.50	-	\$ -	102.50	\$ 23,114.78	\$ -	\$ 23,114.78	80%	\$ 5,750.50	X
66	Detectable Warning	SF	40.00	\$ 45.00	\$ 1,800.00	30.00	-	\$ -	30.00	\$ 1,350.00	\$ -	\$ 1,350.00	75%	\$ 450.00	X

A	B	C	D	E	F	G	H	I	J	K	L	M	N		
Item															
Bld 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 Comp
67	Driveway, Paved, PCC, 7" Depth	SY	263.60	\$ 60.00	\$ 15,816.00	287.60	-	\$ -	287.60	\$ 17,256.00	\$ -	\$ 17,256.00	109%	\$ (1,440.00)	X
68	Driveway, Paved, HMA, 7" Depth	SY	80.00	\$ 75.00	\$ 6,000.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 6,000.00	X
69	Driveway, Paved, PCC, 8" Depth	SY	43.60	\$ 75.00	\$ 3,270.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 3,270.00	X
70	Brick/Paver Sidewalk (Install Only)	SY	5,147.00	\$ 63.25	\$ 325,547.75	4,866.70	-	\$ -	4,866.70	\$ 307,818.78	\$ -	\$ 307,818.78	95%	\$ 17,728.98	X
71	Full Depth Patches, PCC, 8" depth	SY	170.60	\$ 140.00	\$ 23,884.00	258.00	-	\$ -	258.00	\$ 36,120.00	\$ -	\$ 36,120.00	151%	\$ (12,236.00)	X
72	Full Depth Patches, HMA, 5" depth	SY	23.20	\$ 179.00	\$ 4,152.80	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 4,152.80	X
73	Milling, 3" Depth	SY	807.00	\$ 14.00	\$ 11,298.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 11,298.00	X
74	Pavement Removal	SY	5,295.00	\$ 5.00	\$ 26,475.00	5,088.60	-	\$ -	5,088.60	\$ 25,443.00	\$ -	\$ 25,443.00	96%	\$ 1,032.00	X
75	PCC Base, 2"x2", Non-reinforced	EA	2.00	\$ 1,250.00	\$ 2,500.00	2.00	-	\$ -	2.00	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -	X
76	Painted Pavement Markings, Solvent/Waterborne	STA	34.00	\$ 50.00	\$ 1,700.00	30.41	-	\$ -	30.41	\$ 1,520.50	\$ -	\$ 1,520.50	89%	\$ 179.50	X
77	Painted Symbols and Legends	EA	5.00	\$ 42.00	\$ 210.00	4.00	-	\$ -	4.00	\$ 168.00	\$ -	\$ 168.00	80%	\$ 42.00	X
78	Temporary Traffic Control	LS	1.00	\$ 26,000.00	\$ 26,000.00	0.95	-	\$ -	0.95	\$ 24,700.00	\$ -	\$ 24,700.00	95%	\$ 1,300.00	X
79	Safety Fence With Detectable Edging	LF	6,748.00	\$ 8.00	\$ 53,984.00	1,672.00	-	\$ -	1,672.00	\$ 13,376.00	\$ -	\$ 13,376.00	25%	\$ 40,608.00	X
80	Street Sign Removal, Replacement, and Reinstallation	EA	8.00	\$ 350.00	\$ 2,800.00	8.00	-	\$ -	8.00	\$ 2,800.00	\$ -	\$ 2,800.00	100%	\$ -	X
81	Street Sign Removal and Reinstallation	EA	33.00	\$ 250.00	\$ 8,250.00	28.00	-	\$ -	28.00	\$ 7,000.00	\$ -	\$ 7,000.00	85%	\$ 1,250.00	X
82	Plants	LS	1.00	\$ 74,000.00	\$ 74,000.00	1.00	-	\$ -	1.00	\$ 74,000.00	\$ -	\$ 74,000.00	100%	\$ -	X
83	SWPPP Management	LS	1.00	\$ 8,000.00	\$ 8,000.00	0.95	-	\$ -	0.95	\$ 7,600.00	\$ -	\$ 7,600.00	95%	\$ 400.00	X
84	Inlet Protection Device	EA	26.00	\$ 145.00	\$ 3,770.00	17.00	-	\$ -	17.00	\$ 2,465.00	\$ -	\$ 2,465.00	65%	\$ 1,305.00	X
85	Inlet Protection Device, Maintenance	EA	26.00	\$ 25.00	\$ 650.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 650.00	X
86	Granular Backfill Material	TON	18.00	\$ 20.00	\$ 360.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 360.00	X
87	Concrete Wall	CY	3.00	\$ 4,600.00	\$ 13,800.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 13,800.00	X
88	PCC Edger, 1' width, 1' depth	LF	1,926.00	\$ 41.00	\$ 78,966.00	1,340.15	-	\$ -	1,340.15	\$ 54,946.15	\$ -	\$ 54,946.15	70%	\$ 24,019.85	X
89	Planter Bed with Raised Curb	LF	315.00	\$ 62.00	\$ 19,530.00	331.40	-	\$ -	331.40	\$ 20,546.80	\$ -	\$ 20,546.80	105%	\$ (1,016.80)	X
90	Planter Bed with Flush Curb	LF	365.00	\$ 53.00	\$ 19,345.00	299.90	-	\$ -	299.90	\$ 15,894.70	\$ -	\$ 15,894.70	82%	\$ 3,450.30	X
91	Demolition Work	CY	10.00	\$ 600.00	\$ 6,000.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 6,000.00	X
92	Mobilization	LS	1.00	\$ 240,000.00	\$ 240,000.00	1.00	-	\$ -	1.00	\$ 240,000.00	\$ -	\$ 240,000.00	100%	\$ -	X
93	Maintenance of Postal Service	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	-	\$ -	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	X
94	Maintenance of Solid Waste Collection	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	-	\$ -	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	X
95	Temporary Commercial Access	SY	3,079.00	\$ 30.00	\$ 92,370.00	903.10	-	\$ -	903.10	\$ 27,093.00	\$ -	\$ 27,093.00	29%	\$ 65,277.00	X
96	Concrete Washout	EA	4.00	\$ 750.00	\$ 3,000.00	4.00	-	\$ -	4.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -	X
97	Electrical Outlet Handholes	EA	42.00	\$ 450.00	\$ 18,900.00	53.00	-	\$ -	53.00	\$ 23,850.00	\$ -	\$ 23,850.00	126%	\$ (4,950.00)	X
98	Light Poles, Installation	EA	19.00	\$ 1,600.00	\$ 30,400.00	15.00	-	\$ -	15.00	\$ 24,000.00	\$ -	\$ 24,000.00	79%	\$ 6,400.00	X
99	Light Poles, Removal	EA	15.00	\$ 600.00	\$ 9,000.00	16.00	-	\$ -	16.00	\$ 9,600.00	\$ -	\$ 9,600.00	107%	\$ (600.00)	X
100	Electrical Circuits	LF	7,350.00	\$ 18.00	\$ 132,300.00	6,850.00	-	\$ -	6,850.00	\$ 123,300.00	\$ -	\$ 123,300.00	93%	\$ 9,000.00	X
101	Amenities	LS	1.00	\$ 108,000.00	\$ 108,000.00	1.00	-	\$ -	1.00	\$ 108,000.00	\$ -	\$ 108,000.00	100%	\$ -	X
102	Vibration Monitoring	EA	2.00	\$ 10,500.00	\$ 21,000.00	2.00	-	\$ -	2.00	\$ 21,000.00	\$ -	\$ 21,000.00	100%	\$ -	X
103	Conventional Seeding	SF	1,200.00	\$ 0.60	\$ 720.00	1,467.80	-	\$ -	1,467.80	\$ 880.68	\$ -	\$ 880.68	122%	\$ (160.68)	X
7000	(ITC 4) - Whiskey Road Additional Costs for Item 8012	LS	1.00	\$ 2,425.00	\$ 2,425.00	1.00	-	\$ -	1.00	\$ 2,425.00	\$ -	\$ 2,425.00	100%	\$ -	X
8000	ITC 1 - Phase 1 Electrical Handholes	LS	1.00	\$ 21,945.00	\$ 21,945.00	1.00	-	\$ -	1.00	\$ 21,945.00	\$ -	\$ 21,945.00	100%	\$ -	X
8001	ITC 2 - Temporary Washington Street Power	LS	1.00	\$ 1,980.00	\$ 1,980.00	1.00	-	\$ -	1.00	\$ 1,980.00	\$ -	\$ 1,980.00	100%	\$ -	X
8002	ITC 3 - Unknown Clay Sewer Removal and Tie-In	LS	1.00	\$ 11,462.00	\$ 11,462.00	1.00	-	\$ -	1.00	\$ 11,462.00	\$ -	\$ 11,462.00	100%	\$ -	X
8003	ITC 3 - Downtown Fiber Installation	LS	1.00	\$ 2,200.00	\$ 2,200.00	1.00	-	\$ -	1.00	\$ 2,200.00	\$ -	\$ 2,200.00	100%	\$ -	X
8004	ITC 3 - CFCCU Modified Access	LS	1.00	\$ 1,705.00	\$ 1,705.00	1.00	-	\$ -	1.00	\$ 1,705.00	\$ -	\$ 1,705.00	100%	\$ -	X
8005	ITC 3 - Coal Chute Wall Repair	LS	1.00	\$ 655.00	\$ 655.00	1.00	-	\$ -	1.00	\$ 655.00	\$ -	\$ 655.00	100%	\$ -	X
8006	ITC 3 - Remove and Replace Unsuitable Backfill Material	CY	370.00	\$ 22.48	\$ 8,317.60	404.00	-	\$ -	404.00	\$ 9,081.92	\$ -	\$ 9,081.92	109%	\$ (764.32)	X
8007	(ITC 4) - West 4th Street Alley Asphalt Patch	LS	1.00	\$ 705.00	\$ 705.00	1.00	-	\$ -	1.00	\$ 705.00	\$ -	\$ 705.00	100%	\$ -	X
8008	(ITC 4) - 119 E 4th Street Stair Above Restraint	LS	1.00	\$ 750.00	\$ 750.00	1.00	-	\$ -	1.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -	X
8009	(ITC 4) - CFCCU Curb Repair	LS	1.00	\$ 1,465.00	\$ 1,465.00	1.00	-	\$ -	1.00	\$ 1,465.00	\$ -	\$ 1,465.00	100%	\$ -	X
8010	(ITC 4) - Type A Bike Rack Mounting Adjustment	EA	3.00	\$ 165.00	\$ 495.00	3.00	-	\$ -	3.00	\$ 495.00	\$ -	\$ 495.00	100%	\$ -	X
8011	(ITC 4) - Electrical Feed Under Washington to SE Corner	LS	1.00	\$ 3,333.00	\$ 3,333.00	1.00	-	\$ -	1.00	\$ 3,333.00	\$ -	\$ 3,333.00	100%	\$ -	X
8012	(ITC 4) - Whiskey Road Stoop Window Repair	LS	1.00	\$ 1,760.00	\$ 1,760.00	1.00	-	\$ -	1.00	\$ 1,760.00	\$ -	\$ 1,760.00	100%	\$ -	X
8013	(ITC 5) - State Street Conduit Crossing	LS	1.00	\$ 3,080.00	\$ 3,080.00	1.00	-	\$ -	1.00	\$ 3,080.00	\$ -	\$ 3,080.00	100%	\$ -	X
8014	(ITC 6) - SW 501 Intake Top Replacement	LS	1.00	\$ 1,815.00	\$ 1,815.00	1.00	-	\$ -	1.00	\$ 1,815.00	\$ -	\$ 1,815.00	100%	\$ -	X
8015	(ITC 6) - W 4th Street Electrical Vault Removal	LS	1.00	\$ 1,001.00	\$ 1,001.00	1.00	-	\$ -	1.00	\$ 1,001.00	\$ -	\$ 1,001.00	100%	\$ -	X
8016	(ITC 7) - Downtown Security Camera Conduit Connections (A)	LS	1.00	\$ 5,445.00	\$ 5,445.00	1.00	-	\$ -	1.00	\$ 5,445.00	\$ -	\$ 5,445.00	100%	\$ -	X
8017	(ITC 7) - Downtown Security Camera Conduit Connections (B)	LS	1.00	\$ 550.00	\$ 550.00	1.00	-	\$ -	1.00	\$ 550.00	\$ -	\$ 550.00	100%	\$ -	X
8018	220 Main Street Concrete Stair	LS	1.00	\$ 940.00	\$ 940.00	1.00	-	\$ -	1.00	\$ 940.00	\$ -	\$ 940.00	100%	\$ -	X
8019	Damaged Tree Replacement	EA	1.00	\$ 990.00	\$ 990.00	1.00	-	\$ -	1.00	\$ 990.00	\$ -	\$ 990.00	100%	\$ -	X
8020	Removal of Underground Storage Tank	LS	1.00	\$ 957.00	\$ 957.00	1.00	-	\$ -	1.00	\$ 957.00	\$ -	\$ 957.00	100%	\$ -	X
8021	(ITC 8) - Replace 3 Sunken Sidewalk Panels	LS	1.00	\$ 3,320.00	\$ 3,320.00	1.00	-	\$ -	1.00	\$ 3,320.00	\$ -	\$ 3,320.00	100%	\$ -	X
8022	(ITC 8) - Replace North Half of Northern Library Drive	LS	1.00	\$ 2,387.00	\$ 2,387.00	1.00	-	\$ -	1.00	\$ 2,387.00	\$ -	\$ 2,387.00	100%	\$ -	X
8023	(ITC 8) - Topsoil, Grade, & Seed NE Corner of E 4th/State	LS	1.00	\$ 1,065.00	\$ 1,065.00	1.00	-	\$ -	1.00	\$ 1,065.00	\$ -	\$ 1,065.00	100%	\$ -	X
8024	(ITC 8) - Reset Pavers	LS	1.00	\$ 2,035.00	\$ 2,035.00	1.00	-	\$ -	1.00	\$ 2,035.00	\$ -	\$ 2,035.00	100%	\$ -	X
8025	(ITC 8) - Replace Dead Plants (Spring 2023 Walkthrough)	LS	1.00	\$ 8,673.75	\$ 8,673.75	1.00	-	\$ -	1.00	\$ 8,673.75	\$ -	\$ 8,673.75	100%	\$ -	X
8026	Landscaping Damage Repairs	LS	1.00	\$ 18,919.39	\$ 18,919.39	0.92	-	\$ -	0.92	\$ 17,456.13	\$ -	\$ 17,456.13	92%	\$ 1,463.26	X
					Totals	\$ 2,503,323.97		\$ -		\$ 2,101,166.13	\$ -	\$ 2,101,166.13		\$ 402,157.84	

**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: August 5, 2024

SUBJECT: Fiber Optic License Agreement
Unite Private Networks, LLC
Hudson Road & W. 27th Street

Enclosed is a proposed License Agreement between the City of Cedar Falls and Unite Private Networks, LLC to install an additional long-distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend and upgrade services owned by Unite Private Networks, LLC at the Hudson Road & W. 27th Street intersection.

The City of Cedar Falls has entered into previous license agreements with Unite Private Networks, LLC. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division of the Public Works Department recommends your approval of this proposed License Agreement.

xc: David Wicke, PE, City Engineer
Chase Schrage, Director of Public Works
Lisa Roeding, Controller/City Treasurer

Prepared by: Matthew Tolan, 220 Clay St., Cedar Falls, IA 50613, (319)273-8600

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Unite Private Networks, a Delaware limited liability company, whose address is 120 W 12th, 11th Floor, Kansas City, MO 64105, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting at the existing overhead electric pole located right-of-way of the southwest corner of Hudson Road and W. 27th Street at the approximate Hudson Road station of 2193+62.01 and fifty-one and a half (51.5') feet right of the Hudson Road centerline alignment and continuing southeasterly nine and one half (9.5') feet to a proposed Unite Private Networks handhole located at the approximate Hudson Road station of 2193+53.57 and fifty-five and nine tenths (55.9') feet right of the Hudson Road centerline alignment and continuing easterly nine and one half (9.5') feet into the State of Iowa's Board of Regents University of Northern Iowa property (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately nineteen (19') linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement.

Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one (1) one and one quarter (1-1/4") inch diameter High-Density Polyethylene (HDPE) duct with twenty-four (24) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 6th day of August, 2024, and shall continue for a term of one (1) year ("Initial Term"), and shall continue for successive, one-year terms pursuant to the terms of Section 3(b) below.

3. Management Fee.

a. Licensee shall pay to City a management fee as allowed by Iowa Code § 480A.3 in the amount of \$182.94 payable upon execution of this Agreement, for the management costs attributable to Licensee's requested use to City right-of-way. Said management fee shall cover only the fee for the Initial Term of this Agreement set forth in Section 2. Licensee agrees that the management fee is the City's estimate of the actual costs imposed on the City in connection with Licensee's application to use City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the management fee, Licensee shall pay permit fees such other regulatory fees as may be required by applicable City ordinance

b. Thereafter, Licensee shall have an annual management fee for the continued inspection and monitoring of Licensee's system, in an amount not to exceed \$18.29 payable by Licensee to the City, for a one (1) year period

following the conclusion of the Initial Term provided in Section 2, and continuing for succeeding one (1) year terms (“Renewal Terms”), until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual management fee is the City’s estimate of the right-of-way management costs imposed on the City in connection with Licensee’s occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual management fee shall be payable annually no later than the beginning of each Renewal Term. In addition to the annual management fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual management fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee’s continued use of the City right-of-way for each succeeding Renewal Term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:
- a. Licensee ceases to do business in the State of Iowa; or
 - b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
 - c. The end of the economic life of Licensee’s System and the need for its replacement; or
 - d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee’s sole cost.

5. Reserved.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee’s System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit “A,” or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this

Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder. If Licensee intends to construct facilities, Licensee will contact Cedar Falls Utilities and Cedar Falls Utilities will inform Licensee of plans to install underground infrastructure and allow Licensee the opportunity to share the cost of such joint trench or common boring with Licensee on a basis which is fair, reasonable, competitively neutral, and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Community Development Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs,

whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or

- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall

not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City’s option, the City may effectuate a transfer of all Licensee’s right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Community Development Department a notice of continued use within thirty (30) days after City’s written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City’s intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City: City of Cedar Falls, Iowa
Attn: City Clerk
220 Clay Street
Cedar Falls, IA 50613

If to Licensee: Unite Private Networks
Attn: Charlene White, VP of Real Estate
120 W 12th St, 11th Floor
Kansas City, MO 64105

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

In witness whereof, this Agreement is entered into effective as the 17th day of July, 2024.

UNITE PRIVATE NETWORKS, LLC

CITY OF CEDAR FALLS, IOWA

By Charlene A. White
Charlene White, VP Real Estate
Network Facilities

By _____
Daniel Laudick

LICENSEE

ATTEST:

Kim Kerr, CMC, City Clerk

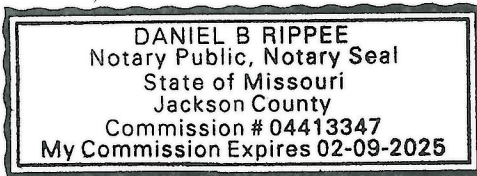
STATE OF Missouri)
)
COUNTY OF JACKSON)

This instrument was acknowledged before me on July 17th, 2024,
by Charlene White, the VP Network Facilities of _____
Unite Private Networks, LLC.

Daniel B Rippee

Notary Public in and for said State

My Commission Expires:
02-09-2025



STATE OF IOWA)
)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2024,
by Daniel Laudick, as Mayor, and Kim Kerr, CMC, as City Clerk, of the City of Cedar
Falls, Iowa, an Iowa municipality.

Notary Public in and for said State

My Commission Expires:

**TEXT DESCRIPTION OF ALIGNMENT FOR UNITE PRIVATE NETWORKS FIBER OPTIC CABLE
INSTALLATION IN CEDAR FALLS**

The facility shall consist of one (1) one and one quarter (1-1/4") inch diameter High-Density Polyethylene (HDPE) duct with twenty-four (24) count fiber cable installed at minimum depths of: sixty (60") inches below public roadways, forty-eight (48") inches below private driveways, and forty-two (42") inch "plan depths" in grassed areas.

In general terms, within the east right-of-way of Hudson Road and more particularly described as follows:

1. The facility shall begin at the existing overhead electric pole located in the City of Cedar Falls, Iowa right-of-way of the southwest corner of Hudson Road and W. 27th Street at the approximate Hudson Road station of 2193+62.01 and fifty-one and a half (51.5') feet right of the Hudson Road centerline alignment, as shown on sheet 6 of 8 of said Exhibit B, a copy of which is attached to this Exhibit A.
2. Thence southeasterly nine and one half (9.5') feet to a proposed Unite Private Networks handhole located at the approximate Hudson Road station of 2193+53.57 and fifty-five and nine tenths (55.9') feet right of the Hudson Road centerline alignment, as shown on sheet 6 of 8 of said Exhibit B.
3. Thence easterly nine and one half (9.5') feet into the State of Iowa's Board of Regents University of Northern Iowa property and jurisdiction, as shown on sheet 6 of 8 of said Exhibit B.

Exhibit B

30173 UNIVERSITY OF NORTHERN IOWA 2700 CAMPUS STREET CEDAR FALLS, IOWA 50614

REVIEWED FOR CODE COMPLIANCE

No. UPN-7706

Dated 7/17/2024

CITY OF CEDAR FALLS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

By: *Matthew Tolson*

City of Cedar Falls Notes:

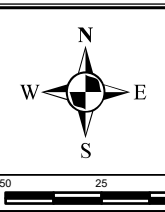
- *Contractor must submit a Right-Of-Way permit (at no additional cost to the established utility agreement) to Inspection Services at Cedar Falls City Hall or by utilizing www.cf1stop.com
- *Contractor required to pothole and spot every utility crossing and adjacent parallel line along the alignment, including those not explicitly shown on the plans.
- *Contractor shall restore ROW after all work is complete.
- *This alignment requires approval by the City of Cedar Falls Council prior to approval of any permits in the City of Cedar Falls and prior to start of construction.
- *See associated comments in the planset made for reference. Contractor to adjust placement in field to avoid other utility conflicts. Call 811 for locates.


6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611


1511 BALTIMORE AVENUE
2ND FLOOR
KANSAS CITY, MO 64108
(866) 813-3608

CEDAR FALLS
BLACK HAWK COUNTY
UNIVERSITY OF
NORTHERN IOWA

NO.	DATE	REVISIONS	BY	CHK	APP'D
A	5-17-2024	ISSUED FOR REVIEW	VUM	TJW	TJW
SCALE: 1:600		DESIGNED BY: T.WILLIAMS	DRAWN BY: V. MEZENTSEVA		



UNI COVER PAGE		
PRINTED	SHEET NUMBER	REV
5/23/2024	CV-1	A

GENERAL NOTES

- WITHIN THESE PLANS AND SPECIFICATIONS, "OWNER" IMPLIES UNITE PRIVATE NETWORKS, UNLESS OTHERWISE NOTED. WITHIN THESE PLANS AND SPECIFICATIONS, "ENGINEER IMPLIES NEWCOM TECHNOLOGIES, UNLESS OTHERWISE NOTED.
- THE TERMS "CONTRACTOR" AND "G.C." REFER TO THE OWNER'S GENERAL CONTRACTOR AND THE GENERAL CONTRACTOR'S SUB-CONTRACTORS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE DIVISION OF WORK AMONG SUB-CONTRACTORS.
- THE WORK IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE
- THE LOCATIONS OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THESE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARENTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR MUST COMPLETE LOCATE REQUESTS 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. 811, OR (800) 292-8989, OR HTTP://WWW.IOWAONECALL.COM
- THE PROJECT SITE SHALL BE RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE AND LOCAL PUBLIC JURISDICTION. RESTORATION OF VEGETATION TO PRE-EXISTING CONDITIONS AND SEEDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PC CONCRETE AND HOT MIX ASPHALT SHALL COMPLY WITH SUDAS OR PUBLIC JURISDICTION STANDARDS, WHICHEVER IS STRICTER.
- THE WORK DELINEATED IN THESE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS SHALL CONFORM TO CODES, STANDARD AND REGULATIONS THAT HAVE JURISDICTION IN THE STATE(S) OF IOWA . THE COUNTY(S) OF BLACK HAWK . AND THE CITY(S) OF CEDAR FALLS.
- REQUIREMENTS AND REGULATIONS PERTAINING TO R.F. SAFETY CODES AND PRACTICES MUST BE INCORPORATED IN THE WORK EVEN THOUGH THEY MAY NOT BE LISTED INDIVIDUALLY AND SEPARATELY IN EITHER THE DRAWINGS OR SPECIFICATIONS.
- COMPARE FIELD CONDITIONS WITH ENGINEERING DRAWINGS. ANY DISCREPANCIES SHALL BE DIRECTED TO THE ENIEER FOR CLARIFICATION PRIOR TO FABRICATION AND/OR CONSTRUCTION. SUBMIT NECESSARY SHOP DRAWINGS PRIOR TO FABRICATION FOR APPROVAL BY THE ENGINEER. NO INFORMATION OR DETAIL ON THESE SHEETS MAY BE USED WITHOUT PERMISSION OF THE ENGINEER.
- SAFETY MEASURES: THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFTEY OF THE PERSONS AND PROPERTY AND FOR INDEPENDENT ENGINEERING REVIEW OF THESE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
- ANY AND ALL SPLICE LOCATIONS MUST CONTAIN AN 8' GROUND ROD.
- ALL NEW UNDERGROUND INSTALLATIONS MUST CONTAIN A #12 LOCATE WIRE.
- PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.

PROJECT INFORMATION

SITE NAME: UNIVERSITY OF NORTHERN IOWA
 SITE ADDRESS: 2700 CAMPUS STREET
 CEDAR FALLS, IOWA 50614
 COUNTY: BLACK HAWK COUNTY
 LATITUDE: VARIES
 LONGITUDE: VARIES

PROJECT DESCRIPTION:

- INSTALLATION OF ONE 1-1/4" SDR 13.5 HDPE CONDUIT
- INSTALLATION OF SINGLE 24 COUNT FIBER OPTIC CABLE

CONTACTS

CITY OF CEDAR FALLS: 220 CLAY STREET,
 CEDAR FALLS, IOWA 50613
 CONTACT: DAVID WICKE
 OFFICE: (319) 268-5162
 EMAIL: David.wicke@cedarfalls.com

UNITE PRIVATE NETWORKS: 4201 42ND STREET NE, SUITE 210
 CEDAR RAPIDS, IA 52402
 CONTACT: JAMES KEEGAN
 CELL: (319) 304-5597
 EMAIL: james.keegan@upnfiber.com

NEWCOM TECHNOLOGIES: 6000 GRAND AVE
 DES MOINES, IA 50312
 CONTACT: TAYLOR WILLIAMS
 CELL: (515) 633-1517
 EMAIL: twilliams@newcomtech.com

MATERIAL TAKE OFF

ITEM	AMOUNT
24 COUNT FIBER OPTIC CABLE	2,077 L.F.
IN EXISTING CONDUIT - OTHER	1,600 L.F.
IN EXISTING CONDUIT - UPN	0 L.F.
IN NEW CONDUIT	477 L.F.
ON AERIAL POLES	0 L.F.
96 COUNT FIBER OPTIC CABLE	0 L.F.
IN EXISTING CONDUIT - OTHER	0 L.F.
IN EXISTING CONDUIT - UPN	0 L.F.
IN NEW CONDUIT	0 L.F.
ON AERIAL POLES	0 L.F.
1-1/4" SCH 13.5 HDPE CONDUIT	252 L.F.
36" X 24" X 36" HANDHOLE	2
48" X 30" X 36" HANDHOLE	0
3' X 3' X 3' MANHOLE	0
TYCO 450B SLICE CASE AND 8' GROUND ROD	1
PANEL	0
SPLICING	AMOUNT
LOCATIONS	xx
BURNS	xx
ROAD/SIDEWALK REPAIR	AMOUNT
SIDEWALK - CONCRETE	0 SQ. FT.
STREET - CONCRETE	0 SQ. FT.
STREET - ASPHALT	0 SQ. FT.
OTHER	0 SQ. FT.
RUNNING LINE	
SUPPORT STRUCTURE	AMOUNT
1 -1/4" HDPE CONDUIT - BORE/OPEN CUT - 1 CONDUIT	252 L.F.
1 -1/4" HDPE CONDUIT - BORE/OPEN CUT - 2 CONDUIT	0 L.F.
EXISTING CONDUIT - UPN	0 L.F.
EXISTING CONDUIT - OTHER	1,600 L.F.
AERIAL PLANT	0 L.F.

PERMIT TRACKING

TRACKING #	ENTITY	TYPE	PERMIT #	STATUS
UPN-7706	CITY OF CEDAR FALLS	RIGHT OF WAY PERMIT		

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

(Signature) _____ (Date) _____

Printed or Typed Name _____

License Number _____

My License Renewal Date is December 31, _____

Pages or Sheets Covered by this Seal: _____



CALL BEFORE YOU DIG
 (811)
 72 HOURS NOTICE REQUIRED
 The utilities displayed on this drawing are in approximate locations. Unite Private Networks disclaims any responsibility for the accuracy of this information. All utilities must be verified with the proper authorities prior to any excavation.

SHEET INDEX	
SHEET	SHEET DESCRIPTION
OVERVIEW	UNIVERSITY OF NORTHERN IOWA- OVERVIEW - 5 PAGES
MAP 01-03	UNIVERSITY OF NORTHERN IOWA - FIBER ROUTE - 8 PAGES
XXX	XXX
XXX	XXX
XXX	XXX
XXX	XXX

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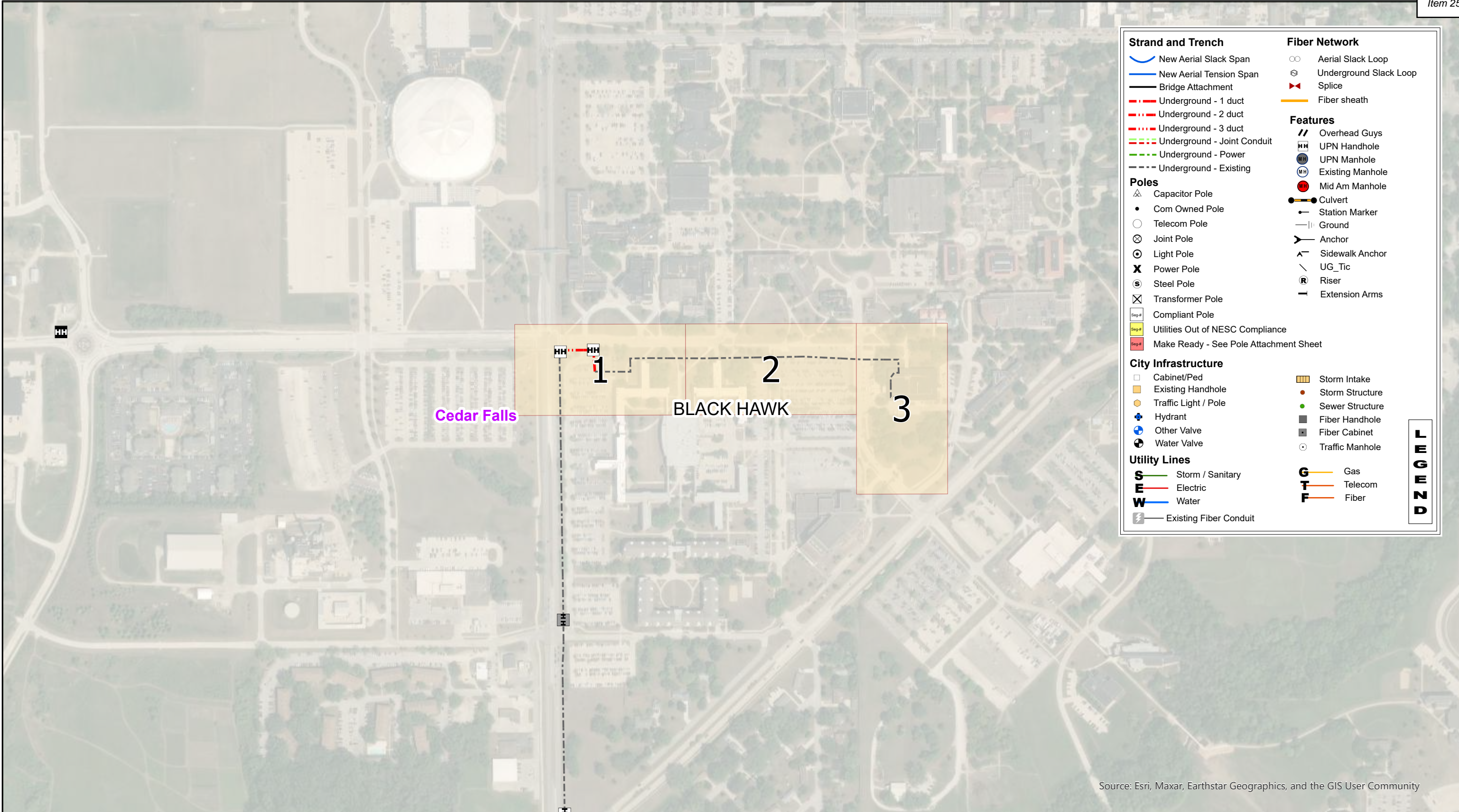
1511 BALTIMORE AVENUE
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 KANSAS CITY, MO 64108
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CEDAR FALLS
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A	5-23-2024	ISSUED FOR REVIEW	VUM	TJW	TJW
SCALE: 1:1,800		DESIGNED BY: T.WILLIAMS	DRAWN BY: MEZENTSEVA		



UNI GENERAL NOTES		
PRINTED	SHEET NUMBER	REV
5/23/2024	GN-1	A



Strand and Trench	Fiber Network
New Aerial Slack Span	Aerial Slack Loop
New Aerial Tension Span	Underground Slack Loop
Bridge Attachment	Splice
Underground - 1 duct	Fiber sheath
Underground - 2 duct	Features
Underground - 3 duct	Overhead Guys
Underground - Joint Conduit	UPN Handhole
Underground - Power	UPN Manhole
Underground - Existing	Existing Manhole
Poles	Mid Am Manhole
Capacitor Pole	Culvert
Com Owned Pole	Station Marker
Telecom Pole	Ground
Joint Pole	Anchor
Light Pole	Sidewalk Anchor
Power Pole	UG_Tic
Steel Pole	Riser
Transformer Pole	Extension Arms
Compliant Pole	
Utilities Out of NESG Compliance	
Make Ready - See Pole Attachment Sheet	
City Infrastructure	Storm Intake
Cabinet/Ped	Storm Structure
Existing Handhole	Sewer Structure
Traffic Light / Pole	Fiber Handhole
Hydrant	Fiber Cabinet
Other Valve	Traffic Manhole
Water Valve	
Utility Lines	Gas
Storm / Sanitary	Telecom
Electric	Fiber
Water	
Existing Fiber Conduit	

UNIVERSITY OF NORTHERN IOWA

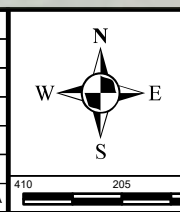
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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**CEDAR FALLS
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NORTHERN IOWA**

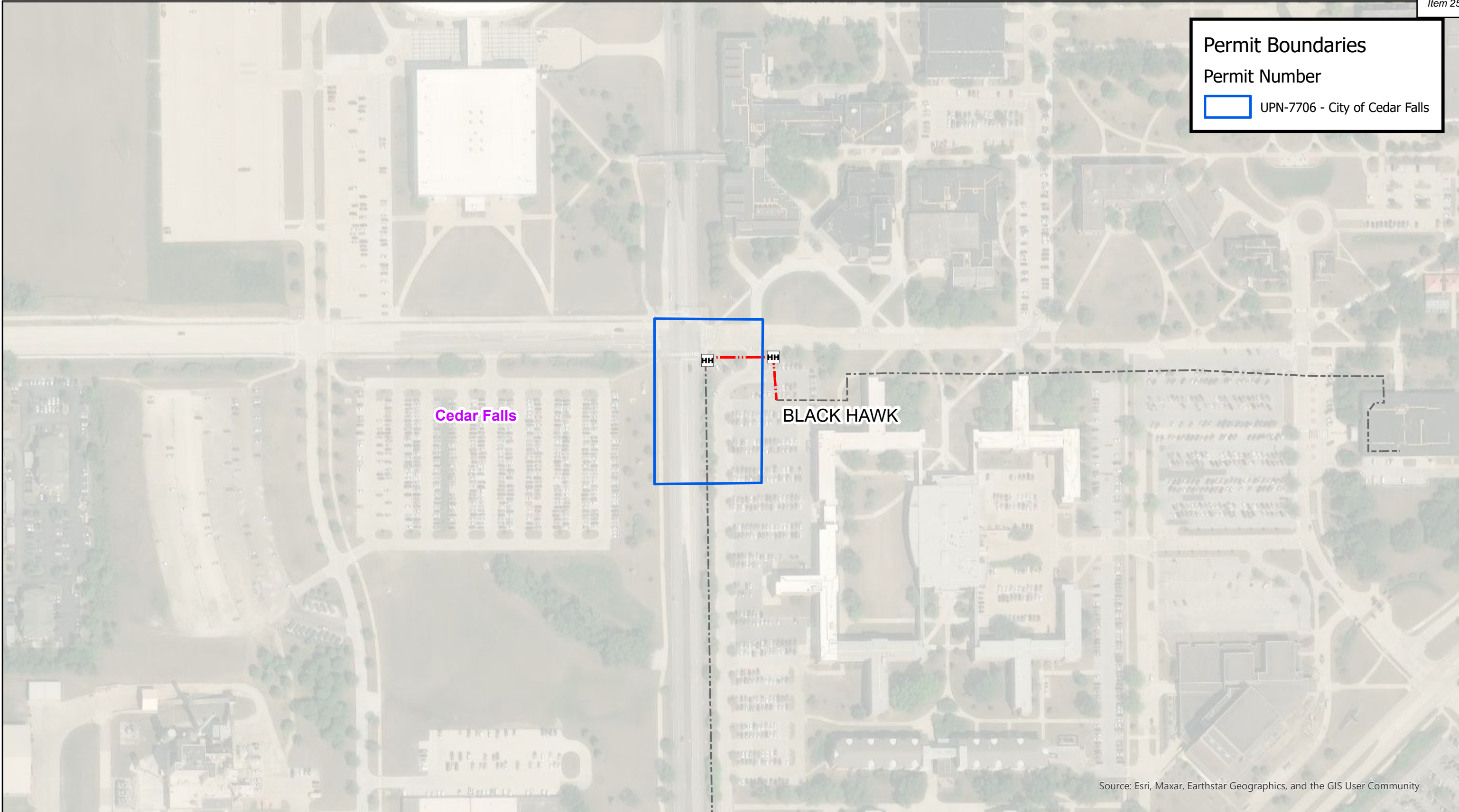
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**UNI
OVERVIEW**

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5/23/2024	OV-1	A

Permit Boundaries
Permit Number
 UPN-7706 - City of Cedar Falls



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

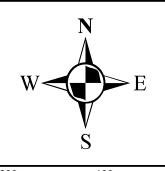
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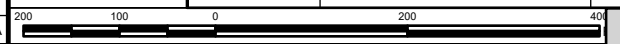
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SCALE: 1:2,400		DESIGNED BY: T. WILLIAMS	DRAWN BY: V. MEZENTSEVA		



UNI		
PERMIT BOUNDARY		
PRINTED	SHEET NUMBER	REV
5/23/2024	PB - 1	A



SURFACE QUALITY DATA (CL/ASCE 38-02)

QUALITY LEVEL -- A - EXPOSE SELECTED SUBSURFACE UTILITIES TO OBTAIN THREE-DIMENSIONAL INFORMATION. USE MINIMALLY INTRUSIVE EXCAVATION METHODS, SUCH AS VACUUM EXCAVATION. DEPICT RESULTING INFORMATION. THIS IS QUALITY LEVEL A (QL-A) INFORMATION.

QUALITY LEVEL -- B - USE APPROPRIATE SURFACE GEOPHYSICAL METHODS (I.E., PIPE AND CABLE LOCATORS, TERRAIN CONDUCTIVITY METHODS, RESISTIVITY MEASUREMENTS, METAL DETECTORS, GROUND PENETRATING RADAR, ETC.) TO DESIGNATE EXISTING SUBSURFACE UTILITIES OR TO TRACE A PARTICULAR UTILITY SYSTEM. THIS PROVIDES TWO-DIMENSIONAL HORIZONTAL INFORMATION. PLACE PAINT MARKS ON THE GROUND. PLACE IDENTIFICATION FLAGS OR STAKES ON THE PAINT MARKS OR CODING ON THE PAVEMENT AT 50-FOOT INTERVALS AND SURVEY TO PROJECT CONTROL. DEPICT RESULTING INFORMATION VIA COMPUTER-AIDED DESIGN AND DRAFTING (CADD) OR MANUAL PLOTTING ONTO THE CLIENT'S PLAN SHEETS, GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASES, OR OTHER APPROPRIATE DOCUMENTS. THIS IS QUALITY LEVEL B (QL-B) INFORMATION. IF REQUESTED BY THE PROJECT OWNER, ALSO PERFORM SURVEYING AND DEPICT INFORMATION ABOUT AERIAL UTILITIES

QUALITY LEVEL -- C - MAKE FIELD OBSERVATIONS TO IDENTIFY VISIBLE ABOVE-GROUND UTILITY FEATURES. SURVEY AND PLOT RESULTING INFORMATION. THIS IS QUALITY LEVEL C (QL-C) INFORMATION.

QUALITY LEVEL -- D - OBTAIN EXISTING UTILITY INFORMATION FROM OTHER SOURCES. REVIEW ALL INFORMATION THAT CAN BE OBTAINED AND PLOT IT ON A UTILITY COMPOSITE DRAWING OR EQUIVALENT. THIS IS QUALITY LEVEL D (QL-D) INFORMATION.

EXISTING SUBSURFACE UTILITY DATA (CI/ASCE 38-02)					
UTILITY	UTILITY NAME	QUALITY LEVEL A	QUALITY LEVEL B	QUALITY LEVEL C	QUALITY LEVEL D
ELECTRIC	MIDAMERICAN ENERGY			X	
GAS	MIDAMERICAN ENERGY			X	
SANITARY	CITY OF CEDAR FALLS			X	
STORM	CITY OF CEDAR FALLS			X	
WATER	CITY OF CEDAR FALLS			X	
SANITARY					
STORM					
WATER					
COMMUNICATIONS	UNKNOWN			X	
COMMUNICATIONS					
COMMUNICATIONS					
COMMUNICATIONS					
COMMUNICATIONS					
COMMUNICATIONS					
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COMMUNICATIONS					

All pole line clearances are engineered in compliance with customer/pole owner and NESC Rule 232 clearance limits

National Electric Safety Code Recital

Rule 232	Minimum Clearance of communication Conductors (Local rules may differ from NESC)	
Category	Description	Minimum
-1	Track rails of railroads, except overhead electrified	23.5'
-2	Roads, streets, alleys, non-residential driveways, parking lots and other areas subject to truck traffic	15.5'
-3	Residential Driveways	15.5'
-4	Other land traversed by vehicles	15.5'
-5	Spaces or ways accesible to pedestrians or restricted 8' vehicle clearance	9.5'
-6	Water areas not suitable for sail boating	14'
-7	Water areas suitable for sail boating	
	- less than 20 acres	17.5'
	- 20 to 200 acres	25.5'
	- 200 to 2000 acres	31.5'
	- over 2000 acres	37.5'

Environmental conditions:
 The condition below which produces the largest final sag will be used
120° F, no wind displacement and final sag
 or
32° F, no wind displacement, final sag and ice loading for specific zone



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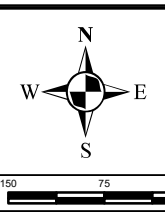
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WATERLOO
BLACK HAWK COUNTY
UNIVERSITY OF
NORTHERN IOWA

WATERLOO
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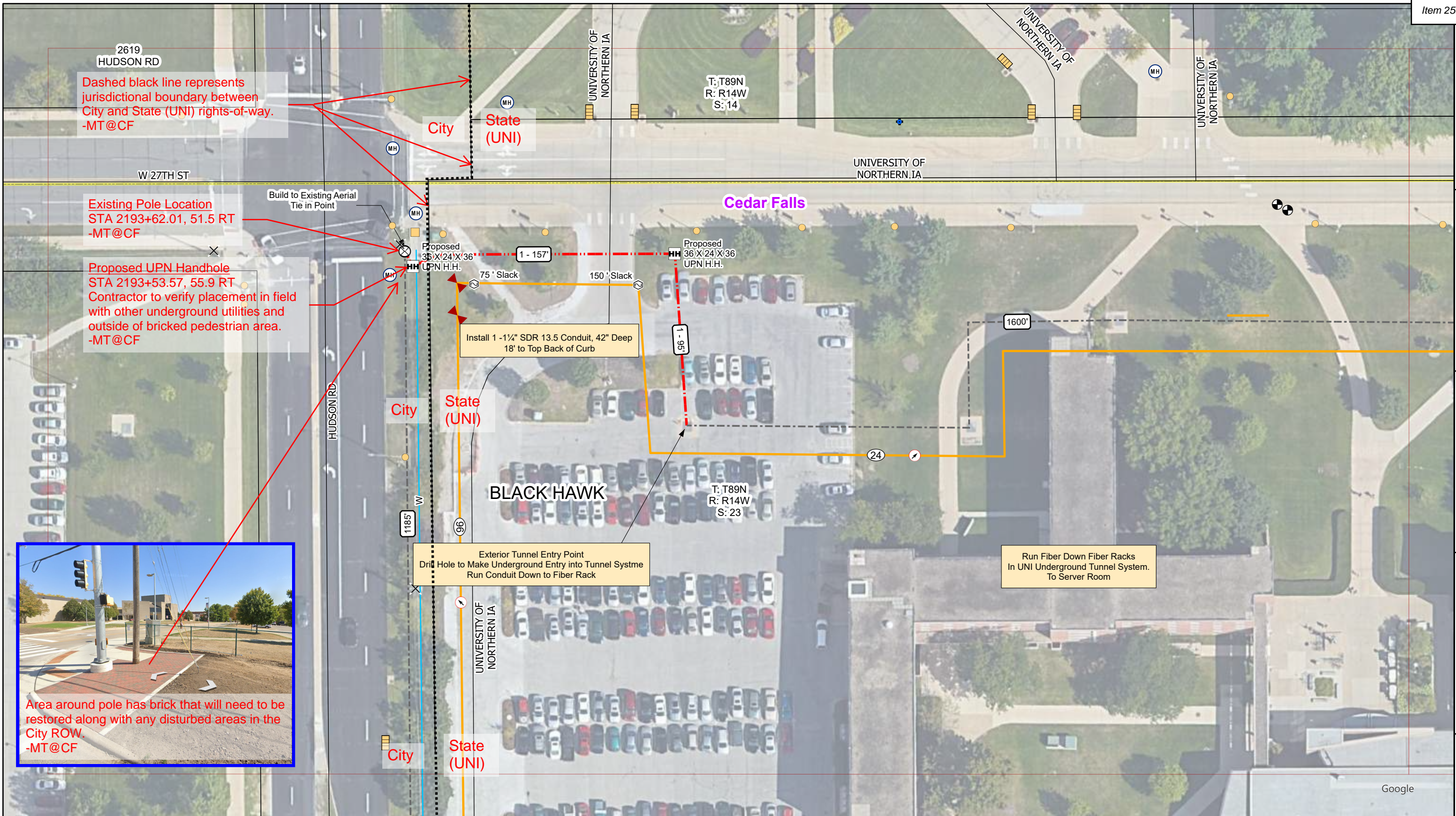
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SCALE: 1" = 150'
 DESIGNED BY: T. WILLIAMS
 DRAWN BY: V. MEZENTSEVA



UNI
SURFACE QUALITY DATA

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Dashed black line represents jurisdictional boundary between City and State (UNI) rights-of-way. -MT@CF

Existing Pole Location STA 2193+62.01, 51.5 RT -MT@CF

Proposed UPN Handhole STA 2193+53.57, 55.9 RT Contractor to verify placement in field with other underground utilities and outside of bricked pedestrian area. -MT@CF



Area around pole has brick that will need to be restored along with any disturbed areas in the City ROW. -MT@CF

Install 1 - 1 1/2" SDR 13.5 Conduit, 42" Deep 18" to Top Back of Curb

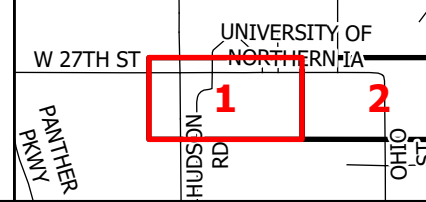
Exterior Tunnel Entry Point Drill Hole to Make Underground Entry into Tunnel System Run Conduit Down to Fiber Rack

Run Fiber Down Fiber Racks In UNI Underground Tunnel System. To Server Room

NewCom Technologies
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(515) 274-9611



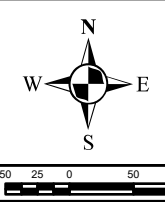
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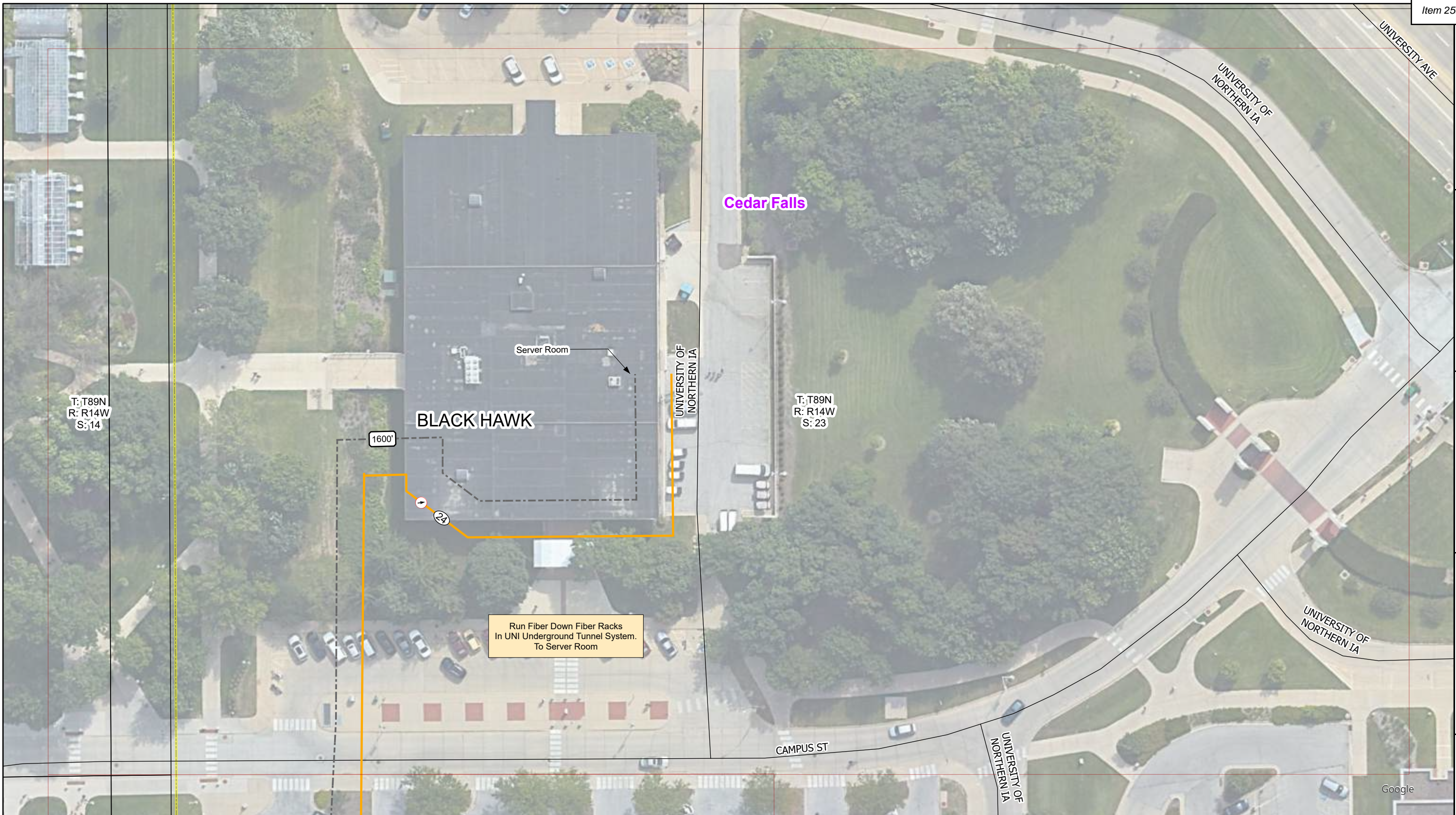
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SCALE: DESIGNED BY: T.WILLIAMS DRAWN BY: V. MEZENTSEVA



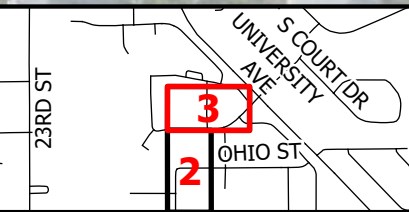
UNI CONSTRUCTION PLANS		
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5/23/2024	Sheet 1 of 3	A



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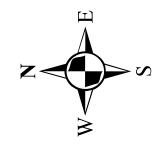


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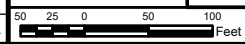


**CEDAR FALLS
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UNIVERSITY OF
NORTHERN IOWA**

NO.	DATE	REVISIONS	BY	CHK	APP'D
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UNI		
CONSTRUCTION PLANS		
PRINTED	SHEET NUMBER	REV
5/23/2024	Sheet 3 of 3	A



**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: August 5, 2024

SUBJECT: Professional Services Agreement
Terracon Consultants, Inc.
2024 Construction Testing Services
EN-000-3344

Please find attached the Professional Services Agreement with Terracon Consultants Inc, that outlines the scope of services and costs for 2024 Construction Testing Services. Terracon Consultants Inc was the consulting firm selected by the City of Cedar Falls to perform various construction testing services on local projects.

The enclosed agreement provides for construction testing services for ongoing construction projects and allows for other professional testing services which may be required on an “as needed” basis.

The Engineering Division of the Public Work Department requests your consideration and approval of this Professional Services Agreement with Terracon for “on-call” testing services.

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

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

CITY OF CEDAR FALLS, IOWA
PROFESSIONAL SERVICES AGREEMENT

Terracon Consultants, Inc.

Project: 2024 Construction Testing Services

City Project Number: EN-000-3344

This Agreement is by and between Terracon Consultants, Inc., a Delaware corporation ("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.

1.7. If requested by Contractor in writing, the City shall provide all criteria and information as to the City's requirements and furnish all existing studies, reports and other available data pertinent to the Services. Any additional reports, data or services required for the Services shall be the responsibility of the Contractor unless otherwise specified in the Scope of Services, Exhibit "A." Contractor shall be entitled to rely upon all information, data and the results of other services furnished by the City.

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 December 31, 2026 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, 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 work not conforming to these quality standards 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 for Consulting Agreements.

24.1 If Contractor provides cost estimates to the City, the City acknowledges that Contractor has no control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. The City acknowledges and understands that any estimates, projections or opinions of probable project costs provided by Contractor are estimates only, made on the basis of Contractor's experience and represent Contractor's reasonable judgment as a qualified professional. Contractor does not guarantee that proposals, bids or actual costs will not vary from the opinions of probable costs prepared by Contractor, and the City hereby waives any and all claims that it may have against Contractor as a result of any such variance.

24.2. Because this is a consulting agreement only, any necessary approvals and permits required from all governmental authorities having jurisdiction over the Services shall be obtained by the City at the City's cost.

24.3. Contractor shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of federal or state safety requirements in connection with construction work performed by the City's construction contractors. Nor shall Contractor be responsible for the supervision of the City's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on the City's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the City. In no event shall Contractor be

liable for the acts or omissions of the City’s construction contractors, subcontractors or any persons or entities performing any construction work, or for the failure of any of them to carry out construction work under contracts with the City.

24.4. Anything herein to the contrary notwithstanding, Contractor shall have no legal responsibility or liability for any pre-existing contamination. “Pre-existing contamination” is any hazardous or toxic substance present at any site related to the Services performed by Contractor under this Agreement that was not brought onto the site by Contractor. The City agrees to release Contractor from and against any and all liability to the City which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from Contractor’s sole negligence or willful misconduct. The City shall, at the City’s sole expense and risk, arrange for the handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. The City shall be solely responsible for obtaining a disposal site for such material. The City shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such material. Contractor shall not have or exert any control over the City in the City’s obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. The City shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to, generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

24.5. For any Contractor Services requiring drilling, boring, excavation or soils sampling, the City shall approve selection of the contractors to perform such services, all site locations, and provide Contractor with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

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: David Wicke	Name: Cameron Blinn
Title: City Engineer	Title: Department Manager Materials
Address: 220 Clay Street	Address: 3105 Capital Way, Ste 5
Cedar Falls, IA 50613	Cedar Falls, IA 50613
Telephone: 319-268-5161	Telephone:319-277-4016
Email: david.wicke@cedarfalls.com	Email: Cameron.blinn@terracon.com

Unless otherwise specified in the Scope of Services (Exhibit “A”), the above listed persons have full authority to act on behalf of their respective party in relation to the Services.

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

CONTRACTOR

Terracon Consultants, Inc., a Delaware corporation

By: 

Its: Materials Department Manager

Date: 7-8-24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____



Exhibit A
2024 Construction Testing Services
EN-000-3344

Item 26.

3105 Capital Way, Suite 5
Cedar Falls, IA 50613
P (319) 277-4016
F (319) 277-4320
Terracon.com

May 13, 2024

City of Cedar Falls
Public Works - Engineering Division
220 Clay Street
Cedar Falls, Iowa 50613

Attn: Mr. David Wicke
E: David.wicke@cedarfalls.com

Re: Proposal for Construction Observation and Materials Testing Services
City of Cedar Falls Construction Testing Services FY24-26
Cedar Falls, Iowa
Terracon Proposal No. P13241045

Dear Mr. Wicke:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for geotechnical engineering and construction observation and materials testing services for various City of Cedar Falls projects. This proposal outlines our understanding of the scope of services which may be required and provides fee schedules for our services.

Terracon has provided similar services for many years on City of Cedar Falls projects including geotechnical and construction testing services. We believe our experience and commitment to responsive quality service will make Terracon a valuable asset to the projects.

1.0 PROJECT INFORMATION

- Terracon will perform geotechnical engineering services for city streets on an as requested basis.
- Terracon personnel will provide construction observation and materials testing services on an as requested basis.

2.0 SCOPE OF SERVICES

2.1 Geotechnical Services

Field Services: Terracon geotechnical engineering staff can develop a boring program for each City of Cedar Falls geotechnical project request. A proposal will be provided and will include the following:

Number of Borings	Planned Boring Depth ¹ (feet)	Planned Location ²
4	10	Roadway and Sewer

Number of Borings	Planned Boring Depth ¹ (feet)	Planned Location ²
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1. Borings would be terminated at shallower depths if practical refusal is encountered.
2. The boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: Terracon will determine the boring locations and stake the locations in the field. We will use handheld GPS equipment to locate the borings in the field. Our GPS equipment has a horizontal accuracy of about 20 feet or better. Relative surface elevations at the boring locations will be determined by using differential leveling techniques and will be reported to the nearest ½-foot. The locations and elevations of the borings should be considered accurate only to the degree implied by these methods. If more accurate boring locations and elevations are desired, we suggest the City of Cedar Falls provide surface elevations at the boring locations to us.

Subsurface Exploration Procedures: We will advance the borings with a rotary drill rig using continuous flight augers. Sampling will be performed using a split-barrel sampler or thin-walled tubes at intervals of 2.5 feet for the depth of each boring. We observe and record groundwater levels during and after drilling and sampling. Open boreholes will be covered between the time the boring is completed and backfilled.

Terracon’s exploration team prepares field boring logs as part of standard drilling operations. The field logs include sampling interval depths, penetration resistances, and other relevant drilling and sampling information. Our field logs also include visual descriptions of materials encountered during drilling and the drill crew’s interpretation of subsurface conditions between samples. The samples will be containerized and transported to our laboratory for further testing and classification.

Our engineering staff and exploration team communicate during the exploration. If the soil conditions encountered appear to be unfavorable or marginal, we modify our subsurface exploration while we are on site. If additional fees apply, we contact the client for authorization, prior to performing any additional services.

Safety: Terracon generally considers that environmental concerns that would create health or safety hazards associated with the exploration program are not present, unless notified otherwise. Thus, our scope of services includes our exploration team using standard Personal Protection Equipment (PPE) for geotechnical drilling including hard hats, safety glasses, hearing protection, high visibility vests, and steel-toed boots. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling and/or sampling will be noted on our logs and discussed in our report.

Terracon notifies Iowa One Call to request location and marking of public utilities at least 48 hours prior to performing borings/excavations. We consult with the owner/client regarding potential private utilities, or other underground hazards. Based on the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our exploration team members is a priority.

Any private utilities should be marked by the owner/client prior to commencement of subsurface exploration. Terracon will not be responsible for damage to utilities that are incorrectly marked or not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can

Proposal for Construction Observation & Materials Testing Services

City of Cedar Falls Construction Testing Services FY24-26 ■ Cedar Falls, Iowa
May 13, 2024 ■ Terracon Proposal No. P13241045



Item 26.

assist the owner/client by coordinating or subcontracting with a private utility locating service. Fees associated with location and marking of private utilities are considered additional services and are not included in our current scope of services. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

If there are any site restrictions or special site and/or exploration requirements, these should be made known to Terracon prior to commencement of field services.

Site Access and Property Disturbance: Terracon also considered that our rotary drill mounted on a rubber-tracked carrier and a four-wheel drive support truck can access the sites without the assistance of other equipment. Terracon will make reasonable efforts to reduce damage to the property, such as rutting of the ground surface, and damage to pavements; however, it should be understood that during the normal course of our work some damage and ground disturbance will occur.

Please note that our scope of services and fee do not include services associated with wet ground conditions or reparation of damage to existing landscape. Restoration of the site, beyond backfilling our borehole is not included in our scope of services and fee. Any excess auger cuttings will be dispersed in the general area of the borings unless Terracon is directed to haul excess auger cuttings off-site. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Laboratory Testing: The project engineer will review field data and assign laboratory tests to aid in our evaluation of the engineering properties of the various soil strata. Exact types and number of tests cannot be defined until completion of field work. Anticipated laboratory testing includes the following:

- Water content
- Dry unit weight
- Unconfined compressive strength
- Organic Content
- Sieve Analysis

Our laboratory testing program also includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery: Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering evaluation for pavement subgrade preparation, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **Compass** system. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be

Proposal for Construction Observation & Materials Testing Services

City of Cedar Falls Construction Testing Services FY24-26 ■ Cedar Falls, Iowa
May 13, 2024 ■ Terracon Proposal No. P13241045



Item 26.

posted for review and verification

- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction. The geotechnical engineering report will include and/or address the following:

- Stratified boring logs with field and laboratory data
- Site Location and Exploration Plans
- General site and project descriptions
- Groundwater levels observed
- Subsurface exploration procedures
- Summary of subsurface conditions
- Earthwork recommendations for pavements including:
 - Subgrade evaluations
 - Anticipated undercut depths, where applicable
 - Suitable on-site and imported fill material types
 - Fill placement and compaction requirements
 - General grading and drainage recommendations
 - General earthwork considerations
 - Subsurface drainage recommendations, where applicable

Terracon can also provide the following services, upon request:

- Pavement thickness recommendations
- Overlay recommendations
- Soil/base modification recommendations
- Existing pavement thickness evaluation via ground penetrating radar

2.2 Construction Testing Services

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of city projects as scheduled by the Client or your designated representative. Based on our previous work for the City of Cedar Falls, we understand the scope of the on-call services includes:

- Earthwork observation and testing:
 - Moisture and density testing of compacted fill
- Laboratory soil/aggregate testing
 - Standard Proctors
 - Atterberg Limits
 - Moisture content
 - Organic content
 - Aggregate gradations
 - Soil grain size analysis
 - Relative density

Proposal for Construction Observation & Materials Testing Services

City of Cedar Falls Construction Testing Services FY24-26 ■ Cedar Falls, Iowa
May 13, 2024 ■ Terracon Proposal No. P13241045



Item 26.

- Portland cement concrete field and laboratory testing
 - Perform temperature, slump, air content testing, and cast strength specimens
 - We assume that strength specimens will be 4" x 8" cylinders (and/or standard beams) and that sample pickups will be performed only during normal business hours Monday through Friday unless directed otherwise. If pickups are requested outside of this timeframe, special arrangements will need to be made and additional costs will apply.
 - Laboratory testing
 - Compressive and/or flexural strength of concrete
 - IDOT plant monitoring for PCC and HMA
- Project Management
 - Attendance at pre-construction and project meetings at Client's request
 - Technical consulting at Client's request
 - Supervision of laboratory and field services
 - Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned, and this higher cost may be passed on to the client.

All requests for services should be submitted to the Cedar Falls, Iowa office at the following phone number: **(319) 277-4016**. Services should not be scheduled through our field personnel.

We recommend the scope of services described in this proposal be provided to the person(s) responsible for scheduling our services, so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to follow the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up to date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of

Proposal for Construction Observation & Materials Testing Services

City of Cedar Falls Construction Testing Services FY24-26 ■ Cedar Falls, Iowa
May 13, 2024 ■ Terracon Proposal No. P13241045



reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system allowing for immediate availability for quality review and electronic distribution of reports.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

To provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. It automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 3 to 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Portal, or posted to a designated ftp website.

2.4 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon, and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedules. These rates will apply for years 2024, 2025, and 2026.

It should be noted the Client would be billed only for service provided, i.e., Terracon will not bill for the total budget if the total booked is less than the budget. Many factors, including those out of our control, such as weather and the contractor's schedule, responses to requests for information, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with

deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short-notice premiums are not included in our estimated cost.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. **We reserve the right to withhold our reports until the signed Agreement has been received by Terracon.** This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions, and services to be performed for this project. This proposal is valid only if authorized within ninety days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.



Wade Hammersley
Materials Project Manager



Cameron Blinn
Materials Department Manager

- Attachments: Unit Rate Schedule
 Cost Estimate
 Agreement for Services

Exhibit B
2024 Construction Testing Services
EN-000-3344

Item 26.

Proposal for Construction Observation and Materials Testing Services
 Cedar Falls Construction Testing Services FY 24-26 ■ Cedar Falls, Iowa
 May 13, 2024 ■ Terracon Proposal No. P13241045

Unit Rate Schedule Materials Testing

	Rate	Unit
PERSONNEL		
1215 Field Technician	\$77.00	hour*
1205 Senior Technician	\$90.00	hour*
1119 Project Coordinator	\$90.00	hour
1155 Project Manager	\$125.00	hour
1150 Senior Project Manager	\$175.00	hour
LABORATORY TESTING		
2039 Standard Proctor, Soil	\$200.00	each
2040 Standard Proctor, Rock	\$240.00	each
2053 Relative Density	\$400.00	each
2001 Atterberg Limits (three point)	\$130.00	each
2014 Moisture Determined by Oven Method	\$15.00	each
2003 Grain Size Analysis- Sieve & Hydrometer	\$185.00	each
2065 Aggregate Gradation (unwashed)	\$80.00	each
2066 Aggregate Gradation (include #200 wash)	\$165.00	each
2058 Organic Content	\$75.00	each
3324 Compressive Strength Cylinder (made by Terracon)	\$20.00	each
3325 Compressive Strength Cylinder (made by others)	\$30.00	each
3331 6" Flexural Strength of Concrete Beam (includes beam mold and cleaning)	\$95.00	each
3351 6" Flexural Strength of Concrete Beam (made by others)	\$75.00	each
3352 4" Flexural Strength of Concrete Beam (includes beam mold and cleaning)	\$70.00	each
3353 4" Flexural Strength of Concrete Beam (made by others)	\$50.00	each
3337 Concrete Core Density, Measurement and Strength	\$75.00	each
3326 Trimming or Capping of Irregular Surfaces	\$30.00	each
3356 Core Length Measurement (9-point)	\$50.00	each
FIELD EQUIPMENT/MATERIALS		
1631 Nuclear Density Gauge	\$50.00	day
EXPENSES		
1615 Mileage	\$0.90	mile
4040 Expedited Services Charge	\$40.00	each

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A **1.5-hour minimum** charge per task is applicable to all site visits unless noted otherwise. Field services time will be rounded up to the nearest 0.5 hour. Trip charge includes vehicle and mileage costs. Expedited service charges may apply to all field services (per trip) with less than a 4 business hour notice and all rush laboratory services.

Rates provided above are valid only if authorized within 90 days from the listed proposal date.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

Unit Rate Schedule Geotechnical Engineering Services	UNIT	UNIT PRICE
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Item 26.

FIELD SERVICES

Locations of Borings - Personnel, Vehicle, and GPS	hour	\$125.00
Elevations of Borings - 2 Persons and Equipment	hour	\$200.00
Daily Pre-Task Planning / Tailgate Meetings	day	\$200.00
ATV-Mounted Rotary Drill Rig & Support Truck	day	\$850.00
Mileage	mile	\$0.66
Auger Drilling & Sampling (0-20 ft.)	foot	\$17.00
Auger Drilling & Sampling (20-40ft.)	foot	\$18.00
Hard Drilling (in rubble, cobbles, boulders, rock etc.)	foot	\$30.00
Bentonite Borehole Backfill	foot	\$8.50
Private Utility Location - Geophysicist, GPR, & EML	hour	\$160.00
Drilling Supervisor	hour	\$125.00

SOIL LABORATORY SERVICES

Stratification of Boring Logs	hour	\$100.00
Water Content & Visual-Manual Classification	each	\$9.00
Dry Density (Thin-Wall Tube Sample)	each	\$10.00
Atterberg Limits - One Point Method	each	\$90.00
Atterberg Limits - Three Point Method	each	\$130.00
P200 Wash (% Passing No. 200 Sieve)	each	\$85.00
Sieve Analysis (Washed)	each	\$165.00
Combined Hydrometer and Sieve	each	\$185.00
Hand Penetrometer Test	each	\$3.50
Unconfined Compression Test	each	\$30.00
Organic Content - Loss on Ignition	each	\$75.00
Moisture-density Relationship of Soil (Standard 'Proctor')	each	\$200.00
Falling Head Permeability	each	\$425.00

GEOTECHNICAL ENGINEERING SERVICES

Principal Engineer, P.E.	hour	\$190.00
Senior Geotechnical Engineer, P.E.	hour	\$175.00
Project Engineer/Manager, P.E.	hour	\$135.00
Senior Staff Geologist	hour	\$115.00
CAD Operator	hour	\$100.00
Geotechnical Assistant	hour	\$85.00
Administration / Secretarial Services	hour	\$80.00

Exhibit C

**2024 Construction Testing Services
Cedar Falls, Iowa
City Project Number: EN-000-3344**

01-19-2022

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "Contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract. The term "Agreement" herein shall mean the agreement of which this Exhibit forms a part.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 7 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (<i>if applicable</i>)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>if required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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9. Indemnification and Hold Harmless Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, and agents working on behalf of the City of Cedar Falls, Iowa, (hereinafter, collectively 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 damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa, pursuant to the provisions of the Agreement to the extent arising out of the errors, omissions, negligent or intentional acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of the Agreement, except for and to the extent caused by the negligence of the City.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa, pursuant to the Agreement to the extent arising out of the errors, omissions, negligent or intentional acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa, for all damages caused to the City of Cedar Falls, Iowa, premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions, negligent or intentional acts.

The Contractor represents that its activities pursuant to the provisions of the Agreement will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its agents, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety laws, rules, regulations and standards.

ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

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

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

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

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Waiver of Subrogation Endorsement)

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.



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: August 5, 2024

SUBJECT: Center Street Corridor Streetscape Project
 City Project Number: MC-000-3206
 Final Acceptance

The Center Street Corridor Streetscape Project is completed and ready for final acceptance. This project involved streetscape improvements to Center Street from Clair Street to W. Lone Tree Road including new curb, sidewalks, ADA compliant pedestrian ramps, biocells, and landscaping. This project was under contract with Owen Contracting, Inc. of Cedar Falls, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Maintenance Bond, Owen Contracting, Inc.
- Lien Waivers

The following lien waivers have been reviewed by the Engineering Division and are on file with the City Clerk:

<p><u>Owen Contracting, Inc. Suppliers:</u> Benton's Ready Mix Logan Contractors Supply Matthias Landscaping Diamond Vogel, Inc.</p>	<p><u>Owen Contracting, Inc. subcontractors:</u> Arends Excavating ASPRO K&W Electric Matthias Landscaping Service Signing Snyder & Associates Weikert Contracting</p>
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This project was initially funded by the Emergency Reserve Bond Fund. Below is a breakdown of final contract costs and the funding sources utilized:

Funding Source	Attributed Costs
Storm Water Fund	\$620,000.00
Street Construction Fund	\$500,000.00
Emergency Reserve	\$449,097.89
Private Contribution	\$54,730.00

With Council approval, a transfer of funds from the following funding sources to the Emergency Reserve Fund will be made, per Iowa Code 545-2.5.

Funding Source	Attributed Costs
Storm Water Fund	\$620,000.00
Street Construction Fund	\$500,000.00

I certify that the public improvements for the Center Street Corridor Streetscape Project were completed in reasonable compliance with the project plans and specifications.





7/26/2024

Matthew Tolan

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. 18	Pay Application
Center Street Corridor Streetscape		Application Period: 06/13/24 to 07/17/24	Application Date: 07/23/24
Project Number: MC-000-3206	To (Owner): City of Cedar Falls		Via (Engineer): Matthew Tolan
Contract Completion Date: 11/18/22	From (Contractor): Owen Contracting, Inc.		Civil Engineer II
Change Order Summary			
Approved Change Orders:			
Number	Additions (a)	Deductions (b)	
1	\$ 660.00	\$ -	
2	\$ 3,355.00	\$ -	
3	\$ 2,730.00	\$ -	
4	\$ 28,043.00	\$ -	
5	\$ 1,685.77	\$ -	
6	\$ 32,197.00	\$ -	
7	\$ 572.00	\$ -	
8	\$ 12,375.00	\$ -	
9	\$ 17,900.00	\$ -	
10	\$ 18,266.89	\$ -	
11	\$ 550.00	\$ -	
12	\$ -	\$ -	
13	\$ -	\$ -	
14	\$ -	\$ -	
15	\$ -	\$ -	
Totals	\$ 118,334.66	\$ -	
Net Change by Change Orders			
(a) + (b) = (c)	\$	118,334.66	
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: 7/23/24	Joe Owen		
1. ORIGINAL CONTRACT PRICE \$ 1,540,597.85			
2. NET CHANGE BY CHANGE ORDERS (c) \$ 118,334.66			
3. CURRENT CONTRACT PRICE \$ 1,658,932.51			
4. TOTAL COMPLETED AND STORED TO DATE \$1,623,827.89 (Total Column F on Progress Estimate)			
5. RETAINAGE			
a.	0%	x \$1,623,827.89	Work Completed \$0.00
b.	5%	x \$ -	Stored Materials \$ -
c. Total Retainage (Line 5a + Line 5b)			\$0.00
6. LIQUIDATED DAMAGES CHARGED THIS APPLICATION			
0	Days	x \$ 1,000.00	Per Day \$ -
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6) \$1,623,827.89			
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application) \$ 1,542,636.50			
9. AMOUNT DUE THIS APPLICATION \$81,191.39			
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c) \$1,623,827.89			
11. % OF COMPLETION			
Original Contract Price		(Line 10 ÷ Line 1)	105%
Current Contract Price		(Line 10 ÷ Line 3)	98%
Payment of:		\$81,191.39	(Line 9 or Other: Attach Explanation if Other Amount)
Is Respectfully Submitted:			
Matthew Tolan, Civil Engineer II		Date	

CONTRACTOR'S APPLICATION FOR PAYMENT No. 18 Estimate

Center Street Corridor Streetscape
 Project Number: MC-000-3206
 Contract Completion Date: 11/18/22

Application Period: 06/13/24 to 07/17/24
 To (Owner): City of Cedar Falls
 From (Contractor): Owen Contracting, Inc.

Application Date: 07/23/24
 Via (Engineer): Matthew Tolan
 Civil Engineer II

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
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	TOPSOIL, COMPOST-AMENDED	CY	672	\$85.00	\$57,120.00	672.00	-	\$0.00	672.00	\$57,120.00	\$-	\$57,120.00	100%	\$0.00	X
2	TOPSOIL, OFF-SITE	CY	315	\$35.00	\$11,025.00	315.00	-	\$0.00	315.00	\$11,025.00	\$-	\$11,025.00	100%	\$0.00	X
3	EXCAVATION, CLASS 10	CY	910	\$24.00	\$21,840.00	910.00	-	\$0.00	910.00	\$21,840.00	\$-	\$21,840.00	100%	\$0.00	X
4	SUBBASE, GRANULAR 6"	SY	3140	\$15.00	\$47,100.00	3,140.00	-	\$0.00	3,140.00	\$47,100.00	\$-	\$47,100.00	100%	\$0.00	X
5	BIOCELL AGGREGATE BACKFILL	CY	217	\$63.00	\$13,671.00	217.00	-	\$0.00	217.00	\$13,671.00	\$-	\$13,671.00	100%	\$0.00	X
6	SHOULDER GRAVEL REMOVAL	LS	1	\$150,000.00	\$150,000.00	1.00	-	\$0.00	1.00	\$150,000.00	\$-	\$150,000.00	100%	\$0.00	X
7	STORM SEWER, TRENCHED, RCP CLASS III, 15"	LF	250	\$65.00	\$16,250.00	250.00	-	\$0.00	250.00	\$16,250.00	\$-	\$16,250.00	100%	\$0.00	X
8	REMOVAL OF STORM SEWER, RCP CLASS III, 12"	LF	76	\$40.00	\$3,040.00	76.00	-	\$0.00	76.00	\$3,040.00	\$-	\$3,040.00	100%	\$0.00	X
9	SUBDRAIN, PERFORATED HDPE, 6"	LF	1295	\$18.75	\$24,281.25	1,295.00	-	\$0.00	1,295.00	\$24,281.25	\$-	\$24,281.25	100%	\$0.00	X
10	SUBDRAIN CLEANOUT, TYPE A-2, 6", MODIFIED	EA	12	\$200.00	\$2,400.00	12.00	-	\$0.00	12.00	\$2,400.00	\$-	\$2,400.00	100%	\$0.00	X
11	SUBDRAIN OUTLET AND CONNECTIONS, CMP, 8"	EA	7	\$150.00	\$1,050.00	7.00	-	\$0.00	7.00	\$1,050.00	\$-	\$1,050.00	100%	\$0.00	X
12	CURB OUTLETS, NEENAH R 3262-3	EA	37	\$500.00	\$18,500.00	37.00	-	\$0.00	37.00	\$18,500.00	\$-	\$18,500.00	100%	\$0.00	X
13	INTAKE, SW-S12, 24"	EA	3	\$3,500.00	\$10,500.00	3.00	-	\$0.00	3.00	\$10,500.00	\$-	\$10,500.00	100%	\$0.00	X
14	MANHOLE ADJUSTMENT, MINOR	EA	10	\$1,500.00	\$15,000.00	10.00	-	\$0.00	10.00	\$15,000.00	\$-	\$15,000.00	100%	\$0.00	X
15	INTAKE ADJUSTMENT, MINOR	EA	6	\$2,500.00	\$15,000.00	2.00	-	\$0.00	2.00	\$5,000.00	\$-	\$5,000.00	33%	\$10,000.00	X
16	REMOVE INTAKE	EA	2	\$500.00	\$1,000.00	2.00	-	\$0.00	2.00	\$1,000.00	\$-	\$1,000.00	100%	\$0.00	X
17	PAVEMENT, PCC, 8"	SY	1052	\$106.00	\$111,512.00	1,073.93	-	\$0.00	1,073.93	\$113,836.58	\$-	\$113,836.58	102%	(\$2,324.58)	X
18	CURB AND GUTTER, 2.0', 8"	LF	1060	\$38.50	\$40,810.00	1,060.00	-	\$0.00	1,060.00	\$40,810.00	\$-	\$40,810.00	100%	\$0.00	X
19	SHARED USE PATH, PCC, 6"	SY	484	\$70.00	\$33,880.00	484.00	-	\$0.00	484.00	\$33,880.00	\$-	\$33,880.00	100%	\$0.00	X
20	SIDEWALK, PCC, 5 IN	SY	1212	\$68.00	\$82,416.00	1,212.00	-	\$0.00	1,212.00	\$82,416.00	\$-	\$82,416.00	100%	\$0.00	X
21	SIDEWALK, PCC, 6 IN	SY	77	\$165.00	\$12,705.00	77.00	-	\$0.00	77.00	\$12,705.00	\$-	\$12,705.00	100%	\$0.00	X
22	DETECTABLE WARNING	SF	473	\$60.00	\$28,380.00	473.00	-	\$0.00	473.00	\$28,380.00	\$-	\$28,380.00	100%	\$0.00	X
23	DRIVEWAY, PAVED, PCC, 6"	SY	1160	\$68.00	\$78,880.00	1,189.90	-	\$0.00	1,189.90	\$80,913.20	\$-	\$80,913.20	103%	(\$2,033.20)	X
24	FULL DEPTH PATCHES, HMA	TON	50	\$225.00	\$11,250.00	-	-	\$0.00	-	\$0.00	\$-	\$0.00	0%	\$11,250.00	X
25	PAVEMENT REMOVAL	SY	3870	\$15.00	\$58,050.00	3,891.80	-	\$0.00	3,891.80	\$58,377.00	\$-	\$58,377.00	101%	(\$327.00)	X
26	ACCENT PAVERS	SF	4906	\$31.00	\$152,086.00	4,906.00	-	\$0.00	4,906.00	\$152,086.00	\$-	\$152,086.00	100%	\$0.00	X
27	EDGE RESTRAINT, PCC, 8"	LF	510	\$45.00	\$22,950.00	510.00	-	\$0.00	510.00	\$22,950.00	\$-	\$22,950.00	100%	\$0.00	X
28	TEMPORARY TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	1.00	-	\$0.00	1.00	\$25,000.00	\$-	\$25,000.00	100%	\$0.00	X
29	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	13	\$285.00	\$3,705.00	13.00	-	\$0.00	13.00	\$3,705.00	\$-	\$3,705.00	100%	\$0.00	X
30	HYDRAULIC SEEDING, FERTILIZING AND MULCHING, TYPE 1	AC	1	\$15,246.00	\$15,246.00	1.00	-	\$0.00	1.00	\$15,246.00	\$-	\$15,246.00	100%	\$0.00	X
31	HYDRAULIC SEED, FERTILIZING AND MULCHING, TEMP, TYPE 4	AC	2	\$5,227.20	\$10,454.40	-	-	\$0.00	-	\$0.00	\$-	\$0.00	0%	\$10,454.40	X
32	PLANTS WITH WARRANTY, TREES	EA	15	\$499.12	\$7,486.80	15.00	-	\$0.00	15.00	\$7,486.80	\$-	\$7,486.80	100%	\$0.00	X
33	PLANTS WITH WARRANTY, #5PS CONTAINER (BIOCELL EDGE)	EA	1985	\$11.94	\$23,700.90	1,985.00	-	\$0.00	1,985.00	\$23,700.90	\$-	\$23,700.90	100%	\$0.00	X
34	PLANTS WITH WARRANTY, 1 GAL. CONTAINER (BIOCELL BTM)	EA	816	\$14.75	\$12,036.00	816.00	-	\$0.00	816.00	\$12,036.00	\$-	\$12,036.00	100%	\$0.00	X
35	SWPPP PREPARATION	LS	1	\$1,800.00	\$1,800.00	-	-	\$0.00	-	\$0.00	\$-	\$0.00	0%	\$1,800.00	X
36	SWPPP MANAGEMENT	LS	1	\$6,000.00	\$6,000.00	0.90	0.10	\$600.00	1.00	\$6,000.00	\$-	\$6,000.00	100%	\$0.00	X
37	WATTLE, STRAW, 9"	LF	1326	\$3.00	\$3,978.00	230.00	-	\$0.00	230.00	\$690.00	\$-	\$690.00	17%	\$3,288.00	X
38	WATTLE, REMOVAL	LF	1326	\$0.75	\$994.50	-	230.00	\$172.50	230.00	\$172.50	\$-	\$172.50	17%	\$822.00	X
39	INLET PROTECTION DEVICE, FILTER SOCK	EA	4	\$200.00	\$800.00	-	-	\$0.00	-	\$0.00	\$-	\$0.00	0%	\$800.00	X
40	LIGHTING POLES	EA	19	\$2,500.00	\$47,500.00	19.00	-	\$0.00	19.00	\$47,500.00	\$-	\$47,500.00	100%	\$0.00	X
41	ELECTRICAL CIRCUITS	LF	1735	\$20.00	\$34,700.00	1,735.00	-	\$0.00	1,735.00	\$34,700.00	\$-	\$34,700.00	100%	\$0.00	X
42	CONSTRUCTION SURVEY	LS	1	\$20,000.00	\$20,000.00	1.00	-	\$0.00	1.00	\$20,000.00	\$-	\$20,000.00	100%	\$0.00	X
43	MOBILIZATION	LS	1	\$250,000.00	\$250,000.00	1.00	-	\$0.00	1.00	\$250,000.00	\$-	\$250,000.00	100%	\$0.00	X
44	MAINTENANCE OF POSTAL SERVICE	LS	1	\$5,500.00	\$5,500.00	1.00	-	\$0.00	1.00	\$5,500.00	\$-	\$5,500.00	100%	\$0.00	X
45	CONCRETE WASHOUT	LS	1	\$2,500.00	\$2,500.00	1.00	-	\$0.00	1.00	\$2,500.00	\$-	\$2,500.00	100%	\$0.00	X
46	LANDSCAPING	LS	1	\$28,500.00	\$28,500.00	1.00	-	\$0.00	1.00	\$28,500.00	\$-	\$28,500.00	100%	\$0.00	X
8001	Additional One-Way Signage	Each	12.00	\$55.00	\$660.00	12.00	-	\$-	12.00	\$660.00	\$-	\$660.00	100%	\$-	X
8002	Water Valve Repair - Raise Curb Stop w/ Extension	Each	6.00	\$300.00	\$1,980.00	6.00	-	\$-	6.00	\$1,980.00	\$-	\$1,980.00	100%	\$-	X
8003	Water Valve Repair - Excavation, Replace Box & Rod	Each	1.00	\$1,375.00	\$1,375.00	-	-	\$-	-	\$-	\$-	\$-	0%	\$1,375.00	X
8004	Subdrain Riser and Extension	Each	1.00	\$2,730.00	\$2,730.00	1.00	-	\$-	1.00	\$2,730.00	\$-	\$2,730.00	100%	\$-	X
8005	Corridor Electrical Outlet Revision	LS	1.00	\$12,925.00	\$12,925.00	1.00	-	\$-	1.00	\$12,925.00	\$-	\$12,925.00	100%	\$-	X
8006	Neighbors Park Shelter Electrical Improvements	LS	1.00	\$11,633.00	\$11,633.00	1.00	-	\$-	1.00	\$11,633.00	\$-	\$11,633.00	100%	\$-	X
8007	Extra Landscaping	LS	1.00	\$480.00	\$480.00	1.00	-	\$-	1.00	\$480.00	\$-	\$480.00	100%	\$-	X
8008	Subdrain Riser and Extension #2	LS	1.00	\$3,005.00	\$3,005.00	1.00	-	\$-	1.00	\$3,005.00	\$-	\$3,005.00	100%	\$-	X
8009	Hydro-Mulching	Acre	0.43	\$3,920.40	\$1,685.77	0.43	-	\$-	0.43	\$1,685.77	\$-	\$1,685.77	100%	\$-	X
8010	Driveway Flare Widening	LS	1.00	\$32,197.00	\$32,197.00	1.00	-	\$-	1.00	\$32,197.00	\$-	\$32,197.00	100%	\$-	X

A	B		C	D	E	F	G	H	I	J	K	L	M	N	O	P
Bid Item Number	Item		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
	Description															
8011	Moving two trees, reseeding various rutted areas	LS	1.00	\$ 572.00	\$ 572.00	1.00	-	\$ -	1.00	\$ 572.00	\$ -	\$ 572.00	100%	\$ -	X	
8012	Asphalt Shoulder	LS	1.00	\$ 12,375.00	\$ 12,375.00	1.00	-	\$ -	1.00	\$ 12,375.00	\$ -	\$ 12,375.00	100%	\$ -	X	
8013	Topsoil Compost Amended and Top-Soil Offsite Overrun	LS	1.00	\$ 17,900.00	\$ 17,900.00	1.00	-	\$ -	1.00	\$ 17,900.00	\$ -	\$ 17,900.00	100%	\$ -	X	
8014	EWO #9 - Green Ave Rework	LS	1.00	\$ 1,350.16	\$ 1,350.16	1.00	-	\$ -	1.00	\$ 1,350.16	\$ -	\$ 1,350.16	100%	\$ -	X	
8015	EWO #10 - Punchlist Offtracking	LS	1.00	\$ 16,916.73	\$ 16,916.73	1.00	-	\$ -	1.00	\$ 16,916.73	\$ -	\$ 16,916.73	100%	\$ -	X	
8016	Subdrain Riser Repair	LS	1.00	\$ 550.00	\$ 550.00	-	1.00	\$ 550.00	1.00	\$ 550.00	\$ -	\$ 550.00	100%	\$ -	X	
Totals					\$1,658,932.51				\$1,322.50		\$1,623,827.89	\$ -	\$1,623,827.89		\$35,104.62	

Performance, Payment and Maintenance Bond

SURETY BOND NO. 54-242715

KNOW ALL BY THESE PRESENTS:

That we, Owen Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty 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 One Million Five Hundred Forty Thousand Five Hundred Ninety Seven & 85/100 Dollars (\$ 1,540,597.85), 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 _____, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Center Street Corridor Streetscaping Project Project No. MC-000-3206

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 Blackhawk 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. MC-000-3206

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

J. I. Schmit
Signature of Agent

Joseph I. Schmit
Printed Name of Agent

AssuredPartners Great Plains, LLC
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Owen Contracting, Inc.
Contractor

By: [Signature]
Signature
President
Title

SURETY:

United Fire & Casualty Company
Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Juliana Bartlett, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dept
 118 Second
 Cedar Rapids, IA 52401 Item 27.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, BRANDON HORBACH, COURTNEY GORDON, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20_____.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

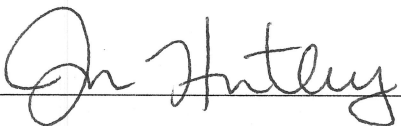
And furnished in the execution and fulfillment of contract between
Said Contractor and

Arends Excavating

Subcontractor/Supplier

Dated: 6/25/24

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

6/25/24

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

And furnished in the execution and fulfillment of contract between
Said Contractor and

ASPRO

Subcontractor/Supplier

Dated: 6-24-24

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:

Bud Blough, V.P.

Lienor or Claimant

6-24-24

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

And furnished in the execution and fulfillment of contract between
Said Contractor and

Benton's Ready Mix

Subcontractor/Supplier

Dated: 6-22-24

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:

Curtis Benton

Lienor or Claimant

6-22-24

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

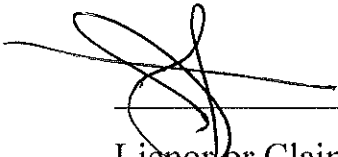
And furnished in the execution and fulfillment of contract between
Said Contractor and

K&W Electric

Subcontractor/Supplier

Dated: 7-15-24

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

7-15-24

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor

And furnished in the execution and fulfillment of contract between
Said Contractor and

Logan Contractors Supply

Subcontractor/Supplier

Dated: 6-24-24

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

6-24-24

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

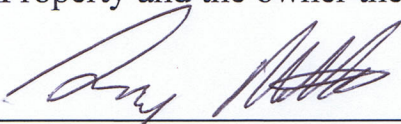
And furnished in the execution and fulfillment of contract between
Said Contractor and

~~Matthias Landscaping~~

Subcontractor/Supplier

Dated: 7-9-24

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

7/9/24

Date Signed



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

WAIVER OF MECHANIC'S LIEN

I/We, the undersigned, have been employed by Matthias Landscaping Co. Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

Center St Corridor
Cedar Falls IA

General Contractor:

Owen Contracting
1325 Rail Way
Cedar Falls, IA 50613

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 26th day of June, 2024

COMPANY: Gerdes Wholesale Nursery
20304 McGuire Rd
Harvard, IL 60033

BY: David Schu

Title: IA Sales Rep



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

WAIVER OF MECHANIC'S LIEN

I/We, the undersigned, have been employed by **Matthias Landscaping Co.** Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

Center St Corridor
Cedar Falls IA

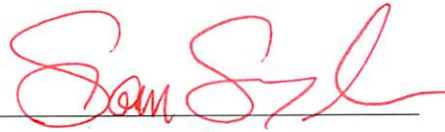
General Contractor:
Owen Contracting
1325 Rail Way
Cedar Falls, IA 50613

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 2nd day of July, 2024

COMPANY: Midland Concrete Products
4802 Sergeant Rd
Waterloo, IA 50701

BY: 
Title: Controller

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

And furnished in the execution and fulfillment of contract between
Said Contractor and

Service Signing

Subcontractor/Supplier

Dated: July 15, 2024

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:

Cristi Hagador Office Manager

Lienor or Claimant

July 15, 2024

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

And furnished in the execution and fulfillment of contract between
Said Contractor and

Snyder and Associates, Inc

Subcontractor/Supplier

Dated: June 27, 2024

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

6/27/24

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

And furnished in the execution and fulfillment of contract between
Said Contractor and

~~Weikert Contracting~~

Subcontractor/Supplier

Diamond Vogel, Inc.

Dated: *6-24-24*

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

6.24.24

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the Improvements upon the property located at:

Center Street Corridor Streetscape

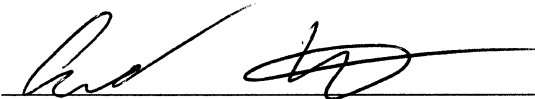
And furnished in the execution and fulfillment of contract between Said Contractor and

~~Weikert Contracting~~

Subcontractor/Supplier

Dated: 06-24-24

Do (does) hereby release and waiver any and all claims, lien and liens Right, of any kind, nature, or description what so ever, against said Property and the owner thereof:



Lienor or Claimant

06-24-24

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Center Street Corridor Streetscape

And furnished in the execution and fulfillment of contract between
Said Contractor and

~~Weikert Contracting~~

Subcontractor/Supplier

Diamond Vogel, Inc.

Dated: *6-24-24*

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

6.24.24

Date Signed

**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: August 5, 2024

SUBJECT: Arbors 5th Addition
Contract for Completion of Improvements
Project No. SU-330-3312

The developer of the above-mentioned project, Midwest Development Co. has requested Final Plat approval in order to proceed with the sale of lots in the development. Clapsaddle-Garber Associates, the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a Performance Bond in the amount of \$64,644.00 to ensure completion of the project.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the escrow account is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

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

CONTRACT FOR COMPLETION OF IMPROVEMENTS

THIS CONTRACT is made and entered into this ____ day of _____, 2024, by and between Midwest Development Co., an Iowa corporation, owner of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the “Developer”), and the City of Cedar Falls, Iowa (hereinafter called the “City”).

WHEREAS, the Developer proposes to construct a subdivision named The Arbors Fifth Addition, in the City of Cedar Falls, Black Hawk County, Iowa, (the “Plat”) on a parcel of land described on Exhibit “A” attached hereto and has submitted a preliminary plat which has been approved; and has initiated work to install the required public improvements within the subdivision; and

WHEREAS, the City’s Subdivision Ordinance requires that all the required public improvements shall be installed before the final plat of any subdivided area be approved and recorded, or that in lieu of final completion of the required public improvements and before the Plat is finally approved, the subdivider shall enter into a Contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such Contract shall be secured by the filing of a payment and performance bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, and all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat to conform with approved construction plans which meet the Specifications of the City of Cedar Falls, Iowa; said approved construction plans are on file in the City Engineer’s office.
2. The Developer shall provide a Performance and Payment Bond in the amount of \$64,644.00 wherein the Developer is Principal, the City is Obligee and the insurance or bonding company is Surety, which is approved by the City Engineer of the City of Cedar Falls prior to recording the final Plat documents, which Performance and Payment Bond is hereby designated for use to pay the costs of public improvements to be completed within the Plat in the event the Developer would fail to do so as required herein.
3. When the Developer's contractor(s) complete work on the public improvements within the Plat, and the public improvements are approved by the City Council, the City shall notify Developer that said Performance and Payment Bond may be canceled upon approval of the City Engineer.

4. All required public improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of one (1) year from the date of this Contract.

5. In the event the Developer does not provide the required public improvements that meet City Specifications, as determined solely by the City Engineer, within said one (1) year as provided in Paragraph 4 above, the City Engineer may give the Developer written notice by ordinary mail that said public improvements shall be so completed within thirty (30) days. In the event the Developer fails to comply with said notice, the City may, at the sole discretion of the City, complete the necessary public improvements and draw on the Performance and Payment Bond provided by the Developer to the City. In the event that the cost of the remaining public improvements exceeds the amount of the Performance and Payment Bond the Developer shall be responsible to the City for such excess costs. The Developer, for itself, its successors, grantees and assigns, waives all statutory protections and limitations as to costs and assessments, and agrees that the City may install such public improvements, and assess the total cost thereof as a lien against all of the lots within the Plat, upon the filing by the City Clerk of a statement in the office of the County Auditor of Black Hawk County, Iowa, which sets forth the amount of such excess costs and a description of the real estate against which such costs are a lien. Such lien shall be collected in the same manner as property taxes, as provided by law, and which lien shall remain in force until payment by the Developer, its successors, grantees and assigns, of all such excess costs.

6. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required public improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

7. The Developer shall cause to be provided to the City, at the time of the City's acceptance of public improvements, a three-year maintenance bond regarding the same.

8. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

9. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$64,644.00, issued by Merchant's Bonding, Exhibit "C".
- D. Maintenance Bond in the amount of \$1,275,564.50, issued by Merchant's Bonding, Exhibit "D."

EXHIBIT A

LEGAL DESCRIPTION:

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND PART OF PARCEL "B" BOTH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH $0^{\circ}46'35''$ EAST, 680.00 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO A POINT ON THE SOUTH LINE OF THE ARBORS FOURTH ADDITION AS RECORDED ON FILE NUMBER 2021-00019372 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH $89^{\circ}10'08''$ EAST, 190.43 FEET ALONG SAID SOUTH LINE OF THE ARBORS FOURTH ADDITION; THENCE SOUTH $87^{\circ}50'52''$ EAST, 288.22 FEET; THENCE NORTH $89^{\circ}10'08''$ EAST, 49.70 FEET TO THE NORTHWEST CORNER OF LOT 18 OF THE ARBORS THIRD ADDITION AS RECORDED ON DOCUMENT NUMBER 2018-00010409 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, THE AFORESAID ALL BEING ALONG SAID SOUTH LINE OF THE ARBORS FOURTH ADDITION; THENCE SOUTH $0^{\circ}52'11''$ WEST, 340.00 FEET ALONG THE WEST LINE OF THE ARBORS THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 19 OF SAID THE ARBORS THIRD ADDITION; THENCE SOUTH $89^{\circ}10'08''$ WEST, 49.93 FEET; THENCE NORTH $87^{\circ}50'55''$ WEST, 288.32 FEET; THENCE SOUTH $89^{\circ}10'08''$ WEST, 190.66 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH $89^{\circ}10'08''$ WEST, 131.50 FEET; THENCE SOUTH $0^{\circ}52'11''$ EAST, 31.00 FEET; THENCE SOUTH $89^{\circ}10'08''$ WEST, 200.00 FEET TO THE WEST LINE OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER OF SAID SECTION 27 AS RECORDED ON DOCUMENT NUMBER 2014-00013132 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE NORTH $0^{\circ}52'11''$ WEST, 393.42 FEET ALONG THE WEST LINE OF SAID PARCEL "B" TO THE SOUTHWEST CORNER OF LOT 1 OF SAID THE ARBORS FOURTH ADDITION; THENCE SOUTH $89^{\circ}08'48''$ EAST, 200.00 FEET ALONG THE SOUTH LINE OF SAID THE ARBORS FOURTH ADDITION TO THE WEST LINE OF LOT 53 OF SAID THE ARBORS FOURTH ADDITION; THENCE SOUTH $0^{\circ}52'11''$ EAST, 22.50 FEET ALONG SAID WEST LINE OF LOT 53 TO THE SOUTHWEST CORNER OF SAID LOT 53; THENCE NORTH $89^{\circ}10'08''$ EAST, 132.06 FEET ALONG THE SOUTH LINE OF SAID THE ARBORS FOURTH ADDITION TO THE POINT OF BEGINNING. PARCEL CONTAINS 6.96 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

PERFORMANCE BOND ESTIMATE

Item 28.

PROJECT DESCRIPTION: Arbors 5th Addition
PROJECT NUMBER: 5760_1
OWNER: Skogman Homes
CONTRACTOR: Rathje Construcion Co.
DATE PREPARED: 7/17/2024

Exhibit B

DIVISION 1									
ITEM NO	DESCRIPTION OF WORK	CONTRACT				TOTAL QUANTITY TO DATE	TOTAL \$ AMOUNT TO DATE	TOTAL QUANTITY TO FINISH	TOTAL \$ AMOUNT TO FINISH
		UNITS	QUANTITY	UNIT PRICE	CONTRACT PRICE				
2.01	Topsoil, On-site, Strip, Stockpile, & Respread	CY	23,590.00	\$ 5.10	\$ 120,309.00	23,590.00	\$ 120,309.00	0.00	\$ -
2.03	Excavation, Class 10	CY	62,210.00	\$ 2.75	\$ 171,077.50	62,210.00	\$ 171,077.50	0.00	\$ -
9.02	Wattle/Filter Socks (Installation, Maintenance, & Removal)	LF	360.00	\$ 2.35	\$ 846.00	360.00	\$ 846.00	0.00	\$ -
9.03	Silt Fence (Installation, Maintenance, & Removal)	LF	8,900.00	\$ 2.35	\$ 20,915.00	8,900.00	\$ 20,915.00	0.00	\$ -
9.04	Stabilized Construction Entrance	EA	1.00	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	0.00	\$ -
9.06	Erosion Control Mulching, Conventional	AC	2.00	\$ 750.00	\$ 1,500.00	2.00	\$ 1,500.00	0.00	\$ -
9.07	End of Season Temporary Erosion Control	AC	26.00	\$ 1,500.00	\$ 39,000.00	26.00	\$ 39,000.00	0.00	\$ -
11.01	Mobilization	LS	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -
DIVISION 1 SUBTOTAL					\$ 355,247.50		\$ 355,247.50		\$ -

DIVISION 2									
ITEM NO	DESCRIPTION OF WORK	CONTRACT				TOTAL QUANTITY TO DATE	TOTAL \$ AMOUNT TO DATE	TOTAL QUANTITY TO FINISH	TOTAL \$ AMOUNT TO FINISH
		UNITS	QUANTITY	UNIT PRICE	CONTRACT PRICE				
2.01	Topsoil, On-site, Strip, Stockpile, & Respread	CY	6,290.00	\$ 5.10	\$ 32,079.00	6,290.00	\$ 32,079.00	0.00	\$ -
2.02	Topsoil, Relocate Existing Stockpile	CY	3,970.00	\$ 2.75	\$ 10,917.50	3,970.00	\$ 10,917.50	0.00	\$ -
2.03	Excavation, Class 10	CY	12,730.00	\$ 2.75	\$ 35,007.50	12,730.00	\$ 35,007.50	0.00	\$ -
2.04	Subgrade Preparation	SY	4,990.00	\$ 1.75	\$ 8,732.50	4,990.00	\$ 8,732.50	0.00	\$ -
2.05	Subbase, Granular, 12" Depth	SY	4,990.00	\$ 22.00	\$ 109,780.00	4,990.00	\$ 109,780.00	0.00	\$ -
2.06	Temporary Turn Around Removal	EA	2.00	\$ 1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	0.00	\$ -
2.07	Temporary Turn Around, 1" Roadstone	EA	1.00	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00
2.08	Temporary Turn Around, 6" PCC	SY	55.00	\$ 50.00	\$ 2,750.00	0.00	\$ -	55.00	\$ 2,750.00

PERFORMANCE BOND ESTIMATE

Item 28.


ITEM NO	DESCRIPTION OF WORK	CONTRACT				TOTAL QUANTITY TO DATE	TOTAL \$ AMOUNT TO DATE	TOTAL QUANTITY TO FINISH	TOTAL \$ AMOUNT TO FINISH
		UNITS	QUANTITY	UNIT PRICE	CONTRACT PRICE				
4.01	Sanitary Sewer Gravity Main, Trenched, PVC Truss, 8"	LF	780.00	\$ 49.00	\$ 38,220.00	780.00	\$ 38,220.00	0.00	\$ -
4.02	Sanitary Sewer Service Stub, PVC, 4"	LF	765.00	\$ 41.50	\$ 31,747.50	765.00	\$ 31,747.50	0.00	\$ -
4.03	Storm Sewer, Trenched, RCP, 15"	LF	158.00	\$ 65.00	\$ 10,270.00	158.00	\$ 10,270.00	0.00	\$ -
4.04	Storm Sewer, Trenched, RCP, 18"	LF	0.00		\$ _____	0.00	\$ _____	0.00	\$ _____
4.05	Storm Sewer, Trenched, RCP, 24"	LF	97.00	\$ 122.00	\$ 11,834.00	97.00	\$ 11,834.00	0.00	\$ -
4.06	Storm Sewer, Trenched, Gasketed RCP, 24"	LF	0.00		\$ _____	0.00	\$ _____	0.00	\$ _____
4.07	Storm Sewer, Trenched, Perforated HDPE, 15"	LF	0.00		\$ _____	0.00	\$ _____	0.00	\$ _____
4.08	Storm Sewer, Trenched, Perforated HDPE, 24"	LF	0.00		\$ _____	0.00	\$ _____	0.00	\$ _____
4.09	Pipe Apron, RCP, 24"	EA	2.00	\$ 2,775.00	\$ 5,550.00	2.00	\$ 5,550.00	0.00	\$ -
4.10	Footing for Concrete Pipe Apron, RCP, 24"	EA	2.00	\$ 1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	0.00	\$ -
4.11	Pipe Apron Guard	EA	2.00	\$ 1,000.00	\$ 2,000.00	0.00	\$ -	2.00	\$ 2,000.00
4.12	Subdrain, Perforated HDPE, 6"	LF	2,150.00	\$ 18.50	\$ 39,775.00	2,150.00	\$ 39,775.00	0.00	\$ -
4.13	Drain, Tile, 6"	LF	1,010.00	\$ 18.50	\$ 18,685.00	1,010.00	\$ 18,685.00	0.00	\$ -
4.14	Subdrain Cleanout, HDPE, 6"	EA	6.00	\$ 1,450.00	\$ 8,700.00	6.00	\$ 8,700.00	0.00	\$ -
4.15	Storm Sewer Service Stub, HDPE, 4"	LF	600.00	\$ 15.75	\$ 9,450.00	600.00	\$ 9,450.00	0.00	\$ -
5.01	Connection to Existing Water Main	EA	2.00	\$ 750.00	\$ 1,500.00	2.00	\$ 1,500.00	0.00	\$ -
5.02	Water Main, Trenched, DIP, 8"	LF	1,230.00	\$ 79.00	\$ 97,170.00	1,230.00	\$ 97,170.00	0.00	\$ -
5.03	Fitting, Tee, 8" x 8" x 6"	EA	4.00	\$ 850.00	\$ 3,400.00	4.00	\$ 3,400.00	0.00	\$ -
5.05	Fitting, Cross, 8"	EA	1.00	\$ 850.00	\$ 850.00	1.00	\$ 850.00	0.00	\$ -
5.06	Fitting, Reducer, 8" x 6"	EA	2.00	\$ 850.00	\$ 1,700.00	2.00	\$ 1,700.00	0.00	\$ -
5.07	Fitting, Elbow, 22.5 degrees, 8"	EA	2.00	\$ 850.00	\$ 1,700.00	2.00	\$ 1,700.00	0.00	\$ -
5.08	Water Service Pipe, Copper, 3/4"	LF	880.00	\$ 40.00	\$ 35,200.00	880.00	\$ 35,200.00	0.00	\$ -
5.09	Valve, MJ Gate 8"	EA	5.00	\$ 2,650.00	\$ 13,250.00	5.00	\$ 13,250.00	0.00	\$ -
5.10	Fire Hydrant Assembly	EA	4.00	\$ 7,140.00	\$ 28,560.00	4.00	\$ 28,560.00	0.00	\$ -
5.12	Fire Hydrant Assembly, Remove and Relocate End of Watermain	EA	2.00	\$ 1,500.00	\$ 3,000.00	2.00	\$ 3,000.00	0.00	\$ -
6.01	Manhole, SW-301, 48"	EA	2.00	\$ 5,700.00	\$ 11,400.00	2.00	\$ 11,400.00	0.00	\$ -
6.02	Intake, SW-501	EA	2.00	\$ 7,235.00	\$ 14,470.00	1.00	\$ 7,235.00	1.00	\$ 7,235.00
6.03	Intake, SW-507	EA	2.00	\$ 7,235.00	\$ 14,470.00	1.00	\$ 7,235.00	1.00	\$ 7,235.00
6.04	Manhole Adjustment, Major	EA	1.00	\$ 3,750.00	\$ 3,750.00	1.00	\$ 3,750.00	0.00	\$ -
6.05	Manhole Adjustment, Minor	EA	1.00	\$ 3,750.00	\$ 3,750.00	1.00	\$ 3,750.00	0.00	\$ -
7.01	Pavement, PCC, 7"	SY	4,220.00	\$ 50.00	\$ 211,000.00	4,220.00	\$ 211,000.00	0.00	\$ -
7.02a	Sidewalk, PCC, 4"	SY	29.00	\$ 75.00	\$ 2,175.00	29.00	\$ 2,175.00	0.00	\$ -
7.02b	Sidewalk Ramps, PCC, 6"	SY	30.00	\$ 145.00	\$ 4,350.00	30.00	\$ 4,350.00	0.00	\$ -
7.03	Detectable Warnings	SF	64.00	\$ 51.00	\$ 3,264.00	64.00	\$ 3,264.00	0.00	\$ -

PERFORMANCE BOND ESTIMATE

Item 28.

ITEM NO	DESCRIPTION OF WORK	CONTRACT				TOTAL QUANTITY TO DATE	TOTAL \$ AMOUNT TO DATE	TOTAL QUANTITY TO FINISH	TOTAL \$ AMOUNT TO FINISH
		UNITS	QUANTITY	UNIT PRICE	CONTRACT PRICE				
8.01	Traffic Signage	SF	25.00	\$ 30.00	\$ 750.00	0.00	\$ -	25.00	\$ 750.00
8.02	Traffic Signage Post	LF	40.00	\$ 12.00	\$ 480.00	0.00	\$ -	40.00	\$ 480.00
8.03	Temporary Traffic Control	LS	1.00	\$ 650.00	\$ 650.00	1.00	\$ 650.00	0.00	\$ -
9.01	Conventional Seeding, Seeding, Fertilizing, and Mulching	AC	6.00	\$ 1,500.00	\$ 9,000.00	4.00	\$ 6,000.00	2.00	\$ 3,000.00
9.04	Stabilized Construction Entrance	EA	1.00	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00	0.00	\$ -
9.05	Inlet Protection Device	EA	4.00	\$ 80.00	\$ 320.00	4.00	\$ 320.00	0.00	\$ -
9.07	End of Season Temporary Erosion Control	AC	7.00	\$ 1,500.00	\$ 10,500.00	7.00	\$ 10,500.00	0.00	\$ -
11.01	Mobilization	LS	1.00	\$ 32,140.00	\$ 32,140.00	1.00	\$ 32,140.00	0.00	\$ -
	Curb Backfill and Swale Grading	LS	1.00	\$ 18,420.00	\$ 18,420.00	0.00	\$ -	1.00	\$ 18,420.00
	Manhole Boxouts	EA	5.00	\$ 1,200.00	\$ 6,000.00	0.00	\$ -	5.00	\$ 6,000.00
DIVISION 2 SUBTOTAL					\$ 920,317.00		\$ 866,447.00		\$ 53,870.00
DIVISION 1 + DIVISION 2 SUBTOTAL					\$ 1,275,564.50		\$ 1,221,694.50		\$ 53,870.00
20% CONTINGENCY REQUIRED FOR PERFORMANCE BOND									\$ 10,774.00
TOTAL PERFORMANCE BOND AMOUNT REQUIRED									\$ 64,644.00

RECOMMENDED BY ENGINEER



 ADAM DATERS, PE
 CLAPSADDLE-GARBER ASSOCIATES, INC. (CGA)

7/19/24

 DATE

MAINTENANCE BOND ESTIMATE

Item 28.

PROJECT DESCRIPTION: Arbors 5th Addition
PROJECT NUMBER: 5760_1
OWNER: Skogman Homes
CONTRACTOR: Rathje Construcion Co.
DATE PREPARED 7/17/2024

DIVISION 1

ITEM NO	DESCRIPTION OF WORK	CONTRACT			
		UNITS	QUANTITY	UNIT PRICE	CONTRACT PRICE
2.01	Topsoil, On-site, Strip, Stockpile, & Respread	CY	23,590.00	\$ 5.10	\$ 120,309.00
2.03	Excavation, Class 10	CY	62,210.00	\$ 2.75	\$ 171,077.50
9.02	Wattle/Filter Socks (Installation, Maintenance, & Removal)	LF	360.00	\$ 2.35	\$ 846.00
9.03	Silt Fence (Installation, Maintenance, & Removal)	LF	8,900.00	\$ 2.35	\$ 20,915.00
9.04	Stabilized Construction Entrance	EA	1.00	\$ 1,600.00	\$ 1,600.00
9.06	Erosion Control Mulching, Conventional	AC	2.00	\$ 750.00	\$ 1,500.00
9.07	End of Season Temporary Erosion Control	AC	26.00	\$ 1,500.00	\$ 39,000.00
11.01	Mobilization	LS	0.00	\$ -	\$ -
DIVISION 1 SUBTOTAL					\$ 355,247.50

DIVISION 2

ITEM NO	DESCRIPTION OF WORK	CONTRACT			
		UNITS	QUANTITY	UNIT PRICE	CONTRACT PRICE
2.01	Topsoil, On-site, Strip, Stockpile, & Respread	CY	6,290.00	\$ 5.10	\$ 32,079.00
2.02	Topsoil, Relocate Existing Stockpile	CY	3,970.00	\$ 2.75	\$ 10,917.50
2.03	Excavation, Class 10	CY	12,730.00	\$ 2.75	\$ 35,007.50
2.04	Subgrade Preparation	SY	4,990.00	\$ 1.75	\$ 8,732.50
2.05	Subbase, Granular, 12" Depth	SY	4,990.00	\$ 22.00	\$ 109,780.00
2.06	Temporary Turn Around Removal	EA	2.00	\$ 1,000.00	\$ 2,000.00
2.07	Temporary Turn Around, 1" Roadstone	EA	1.00	\$ 6,000.00	\$ 6,000.00
2.08	Temporary Turn Around, 6" PCC	SY	55.00	\$ 50.00	\$ 2,750.00
4.01	Sanitary Sewer Gravity Main, Trenched, PVC Truss, 8"	LF	780.00	\$ 49.00	\$ 38,220.00
4.02	Sanitary Sewer Service Stub, PVC, 4"	LF	765.00	\$ 41.50	\$ 31,747.50
4.03	Storm Sewer, Trenched, RCP, 15"	LF	158.00	\$ 65.00	\$ 10,270.00
4.04	Storm Sewer, Trenched, RCP, 18"	LF	0.00		\$ -
4.05	Storm Sewer, Trenched, RCP, 24"	LF	97.00	\$ 122.00	\$ 11,834.00
4.06	Storm Sewer, Trenched, Gasketed RCP, 24"	LF	0.00		\$ -
4.07	Storm Sewer, Trenched, Perforated HDPE, 15"	LF	0.00		\$ -
4.08	Storm Sewer, Trenched, Perforated HDPE, 24"	LF	0.00		\$ -
4.09	Pipe Apron, RCP, 24"	EA	2.00	\$ 2,775.00	\$ 5,550.00
4.10	Footing for Concrete Pipe Apron, RCP, 24"	EA	2.00	\$ 1,000.00	\$ 2,000.00
4.11	Pipe Apron Guard	EA	2.00	\$ 1,000.00	\$ 2,000.00
4.12	Subdrain, Perforated HDPE, 6"	LF	2,150.00	\$ 18.50	\$ 39,775.00
4.13	Drain, Tile, 6"	LF	1,010.00	\$ 18.50	\$ 18,685.00

MAINTENANCE BOND ESTIMATE

Item 28.

ITEM NO	DESCRIPTION OF WORK	CONTRACT			
		UNITS	QUANTITY	UNIT PRICE	CONTRACT PRICE
4.14	Subdrain Cleanout, HDPE, 6"	EA	6.00	\$ 1,450.00	\$ 8,700.00
4.15	Storm Sewer Service Stub, HDPE, 4"	LF	600.00	\$ 15.75	\$ 9,450.00
5.01	Connection to Existing Water Main	EA	2.00	\$ 750.00	\$ 1,500.00
5.02	Water Main, Trenched, DIP, 8"	LF	1,230.00	\$ 79.00	\$ 97,170.00
5.03	Fitting, Tee, 8" x 8" x 6"	EA	4.00	\$ 850.00	\$ 3,400.00
5.05	Fitting, Cross, 8"	EA	1.00	\$ 850.00	\$ 850.00
5.06	Fitting, Reducer, 8" x 6"	EA	2.00	\$ 850.00	\$ 1,700.00
5.07	Fitting, Elbow, 22.5 degrees, 8"	EA	2.00	\$ 850.00	\$ 1,700.00
5.08	Water Service Pipe, Copper, 3/4"	LF	880.00	\$ 40.00	\$ 35,200.00
5.09	Valve, MJ Gate 8"	EA	5.00	\$ 2,650.00	\$ 13,250.00
5.10	Fire Hydrant Assembly	EA	4.00	\$ 7,140.00	\$ 28,560.00
5.12	Fire Hydrant Assembly, Remove and Relocate End of Watermain	EA	2.00	\$ 1,500.00	\$ 3,000.00
6.01	Manhole, SW-301, 48"	EA	2.00	\$ 5,700.00	\$ 11,400.00
6.02	Intake, SW-501	EA	2.00	\$ 7,235.00	\$ 14,470.00
6.03	Intake, SW-507	EA	2.00	\$ 7,235.00	\$ 14,470.00
6.04	Manhole Adjustment, Major	EA	1.00	\$ 3,750.00	\$ 3,750.00
6.05	Manhole Adjustment, Minor	EA	1.00	\$ 3,750.00	\$ 3,750.00
7.01	Pavement, PCC, 7"	SY	4,220.00	\$ 50.00	\$ 211,000.00
7.02a	Sidewalk, PCC, 4"	SY	29.00	\$ 75.00	\$ 2,175.00
7.02b	Sidewalk Ramps, PCC, 6"	SY	30.00	\$ 145.00	\$ 4,350.00
7.03	Detectable Warnings	SF	64.00	\$ 51.00	\$ 3,264.00
8.01	Traffic Signage	SF	25.00	\$ 30.00	\$ 750.00
8.02	Traffic Signage Post	LF	40.00	\$ 12.00	\$ 480.00
8.03	Temporary Traffic Control	LS	1.00	\$ 650.00	\$ 650.00
9.01	Conventional Seeding, Seeding, Fertilizing, and Mulching	AC	6.00	\$ 1,500.00	\$ 9,000.00
9.04	Stabilized Construction Entrance	EA	1.00	\$ 1,600.00	\$ 1,600.00
9.05	Inlet Protection Device	EA	4.00	\$ 80.00	\$ 320.00
9.07	End of Season Temporary Erosion Control	AC	7.00	\$ 1,500.00	\$ 10,500.00
11.01	Mobilization	LS	1.00	\$ 32,140.00	\$ 32,140.00
	Curb Backfill and Swale Grading	LS	1.00	\$ 18,420.00	\$ 18,420.00
	Manhole Boxouts	EA	5.00	\$ 1,200.00	\$ 6,000.00
DIVISION 2 SUBTOTAL					\$ 920,317.00
TOTAL MAINTENANCE BOND AMOUNT REQUIRED					\$ 1,275,564.50

RECOMMENDED BY ENGINEER



ADAM DATERS, PE

CLAPSADDLE-GARBER ASSOCIATES, INC. (CGA)

7/19/24

DATE

SURETY BOND NO. 101219477

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, SKOGMAN CONST CO OF IOWA dba Midwest Development Co.; Premier Developers Inc., as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of sixty-four thousand six hundred forty-four dollars (\$64,644.00), 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.

WHEREAS, the Principal proposes to develop a subdivision named _____ in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Arbors 5th Addition

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. PERFORMANCE: The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

(CON'T – PERFORMANCE AND PAYMENT BOND)

The Principal 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 Principal and the Surety on this Bond hereby agree 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 Principal or any subcontractor.

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

3. 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 Principal 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.

The Principal and every Surety on this 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 City 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 City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

(CON'T – PERFORMANCE AND PAYMENT BOND)

In the event the City incurs any “outlay and expense” in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City 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 the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal 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 approved construction plans now on file in the City Engineer’s office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, 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.

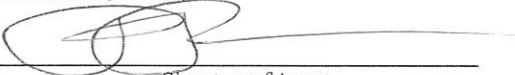
Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract is hereby made a part of this Bond.

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 approved construction plans are hereby made a part of this bond.

Witness our hands, in triplicate, this 23rd day of July, 2024.

Countersigned By:


Signature of Agent

Anthony Johnson
Printed Name of Agent

Skogman Insurance
Company Name


417 15th Ave SE
Company Address

Cedar Rapids, IA 52401
City, State, Zip Code

319-200-2507
Company Telephone Number

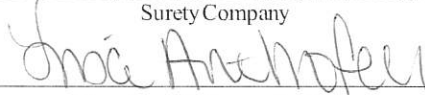
PRINCIPAL:

SKOGMAN CONST CO OF IOWA dba Midwest Development Co.; Premier Developers Inc.
Principal

By: 
Signature
President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: 
Signature of Attorney-in-Fact

Lisa Anthofer
Printed Name of Attorney-in-Fact

Merchants Bonding Company (Mutual)
Company Name

P.O. Box 14498
Company Address

Des Moines IA 50306-3498
City, State, Zip Code

(800) 678-8171
Company Telephone Number

NOTE:

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,

Lisa Anthofer

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 23rd day of July, 2024.



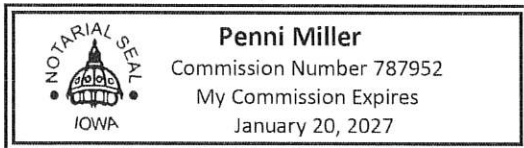
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of July, 2024, 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.



[Signature]
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 23rd day of July, 2024.



William Warner Jr.
Secretary

SURETY BOND NO. 101219132

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

SKOGMAN

That we, CONST CO OF IOWA dba Midwest Development Co.; Premier Developers Inc., as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of one million two hundred seventy-five thousand five hundred sixty-four and five tenths dollars (\$1,275,564.50), 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.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City engineer this maintenance bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the day of , ; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Arbors 5th Addition

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

- I. MAINTENANCE: The Principal and 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 performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, 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 City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the city engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the city engineer for a new three-year period from the date of repair for that portion of the public

improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section I-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. 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 City 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 City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City 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 the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal 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 approved construction plans 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 and the approved construction plans; second, if not defined in the Bond and the approved construction plans, 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 approved construction plans are hereby made a part of this bond.

Witness our hands, in triplicate, this 23rd day of July, 2024.

Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

SKOGMAN CONST CO OF
IOWA dba Midwest Development Co.; Premier Developers Inc.

By: [Signature]
Principal
Signature
President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: [Signature]
Signature of Attorney-in-Fact

Lisa Anthofer
Printed Name of Attorney-in-Fact

Merchants Bonding Company (Mutual)
Company Name

P.O. Box 14498
Company Address

Des Moines IA 50306-3498
City, State, Zip Code

(800) 678-8171
Company Telephone Number

NOTE:



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, Planner III
 Matthew Tolan, EI, Civil Engineer II
DATE: August 5, 2024
SUBJECT: The Arbors Fifth Addition Final Plat

REQUEST: Request to approve The Arbors Fifth Addition Final Plat. Case #FP24-001

PETITIONER: Midwest Development Co., Owner; CGA Engineering, Engineer

LOCATION: The property is located north of Viking Road and west of Arbors Drive

PROPOSAL

The applicant has submitted a final plat for Arbors Fifth Addition, which is located on 6.96 acres of land and comprised of 21 residential lots and one tract that delineates the public right-of-way within the subdivision.

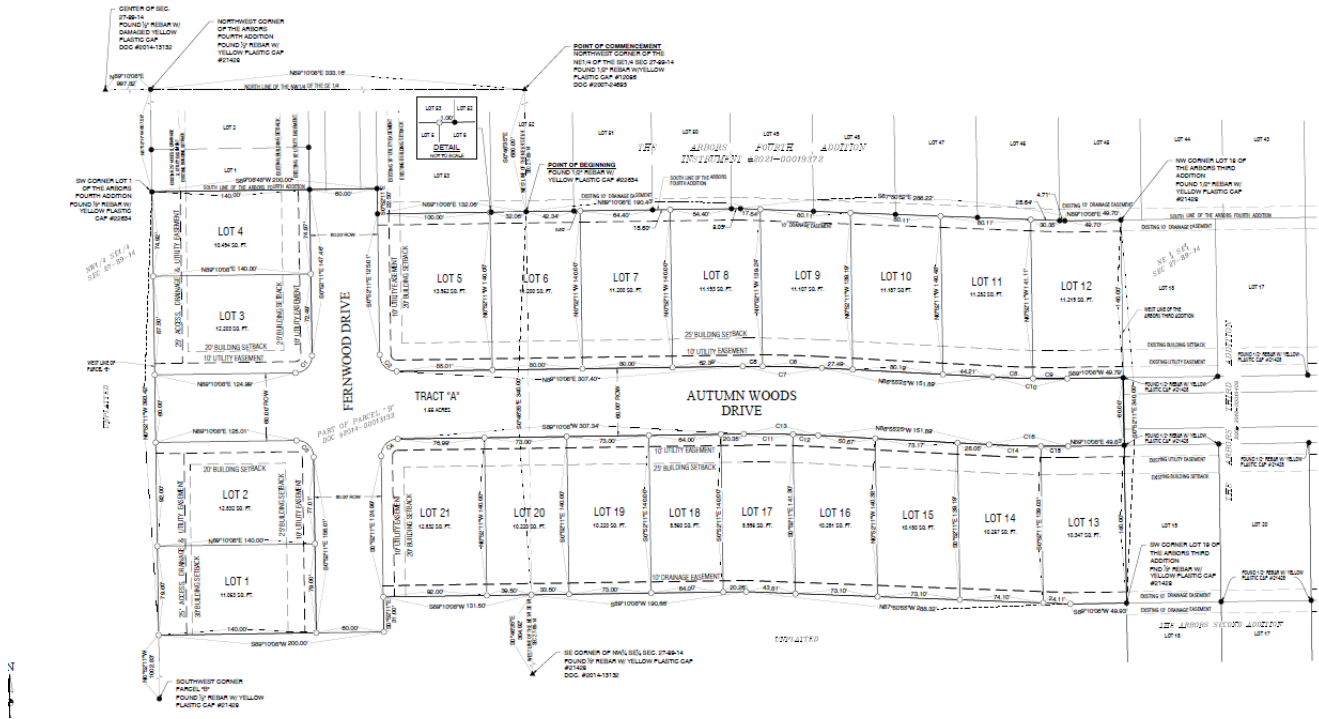
BACKGROUND

In April of 2014, the City Council approved the rezoning of is area from A-1 Agricultural to RP Planned Residential District and a Preliminary Plat for this subdivision (82.5 total acres). The original RP District Plan and Preliminary Plat showed a future build-out for up to 204 one and two-family dwellings in six phases. The first three phases are developed to the original preliminary plat. In September of 2023, the City Council approved a revised preliminary plat and RP District Master Plan to reduce the number of bi-attached lots, amending phase 5 into two new phases: Phase 5 will be 21 lots and Phase 6 will be 22 lots, while Phase 7 will still have bi-attached and single unit lots.

ANALYSIS

The petitioner, Midwest Development Co., has submitted a final plat for Arbors Fifth Addition, which is located on 6.96 acres of land and comprised of 21 residential lots and one tract that delineates the public right-of-way within the subdivision. Per City Code, all final plats must be consistent with the approved preliminary plat. The submitted final plat is consistent with the preliminary plat in all aspects, including number of lots (21 single-unit lots), the layout and continuation of streets (Autumn Woods Drive and Fernwood Drive), establishment of required easements, and consistency with zoning requirements, including setbacks and lot sizes as shown on the preliminary plat.

THE ARBORS FIFTH ADDITION FINAL PLAT CEDAR FALLS, IA JUNE 2024



Front setbacks along the street are 25 feet, except for corner lots where one of the front setbacks will be 20 feet, as shown on the plat. Required side yards are 5 feet and required rear yards are 30 feet. Each lot is at least 60 feet wide and over 6,000 square feet with the smallest lot to be 8,960 square feet.

The petitioner built the stormwater detention system to follow the preliminary plat to collect stormwater and direct it to Tract A within The Arbors Fourth Addition. The City’s maintenance and repair agreement with the owner/developer will address maintenance responsibilities for the stormwater management facilities in the subdivision to ensure proper functioning over time.

The Planning and Zoning Commission finds that the proposed final plat conforms to the preliminary plat.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer has extending the utility services to the proposed development. The easements identified on the plat satisfy Public Works and CFU requirements.

The submitted Deed of Dedication for this final plat is consistent with the previously approved Deeds of Dedication from the previous additions and addresses all necessary requirements.

All the utilities and internal road connections within the proposed subdivision will be dedicated to the public. The placed internal infrastructure is able to serve the platted lots with access to public streets and right-of-way. All the placed utilities are available for development for the

platted lots. The petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's subdivision requirements.

All public infrastructure must be constructed prior to approval of the final plat. Alternatively, the developer may enter into a contract for completion for any remaining public infrastructure improvements, which must be approved prior to consideration of the final plat by the City Council. The Engineering Division is working with the developer to secure the necessary documentation in this regard.

Consistent with subdivision requirements, public sidewalks, built to City standards, will be constructed along the frontage of all lots at the time of lot development or within 5 years of the approval of this final plat, whichever occurs first.

The property is located outside of the designated 100-year floodplain.

A courtesy mailing was sent to the neighboring property owners on June 18, 2024.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission reviewed the final plat and recommends approval, subject to conformance with all technical requirements.

PLANNING AND ZONING

Discussion
6/26/24

The first item of business was a final plat for the Arbors Fifth Addition. Chair Hartley introduced the item and Ms. Howard provided background information. She explained that the property is north of Viking Road and West of Arbors Drive. The Fifth Addition is zoned RP-Planned Residence District and has 21 single-family residential lots and includes an extension of Autumn Woods and Fernwood Drives. Staff recommends approval of the final plat of Arbors Fifth Addition subject to all technical requirements and required legal papers.

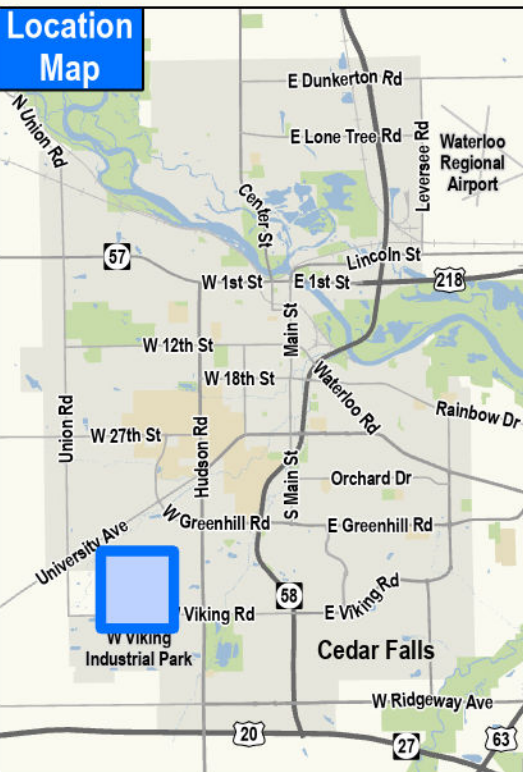
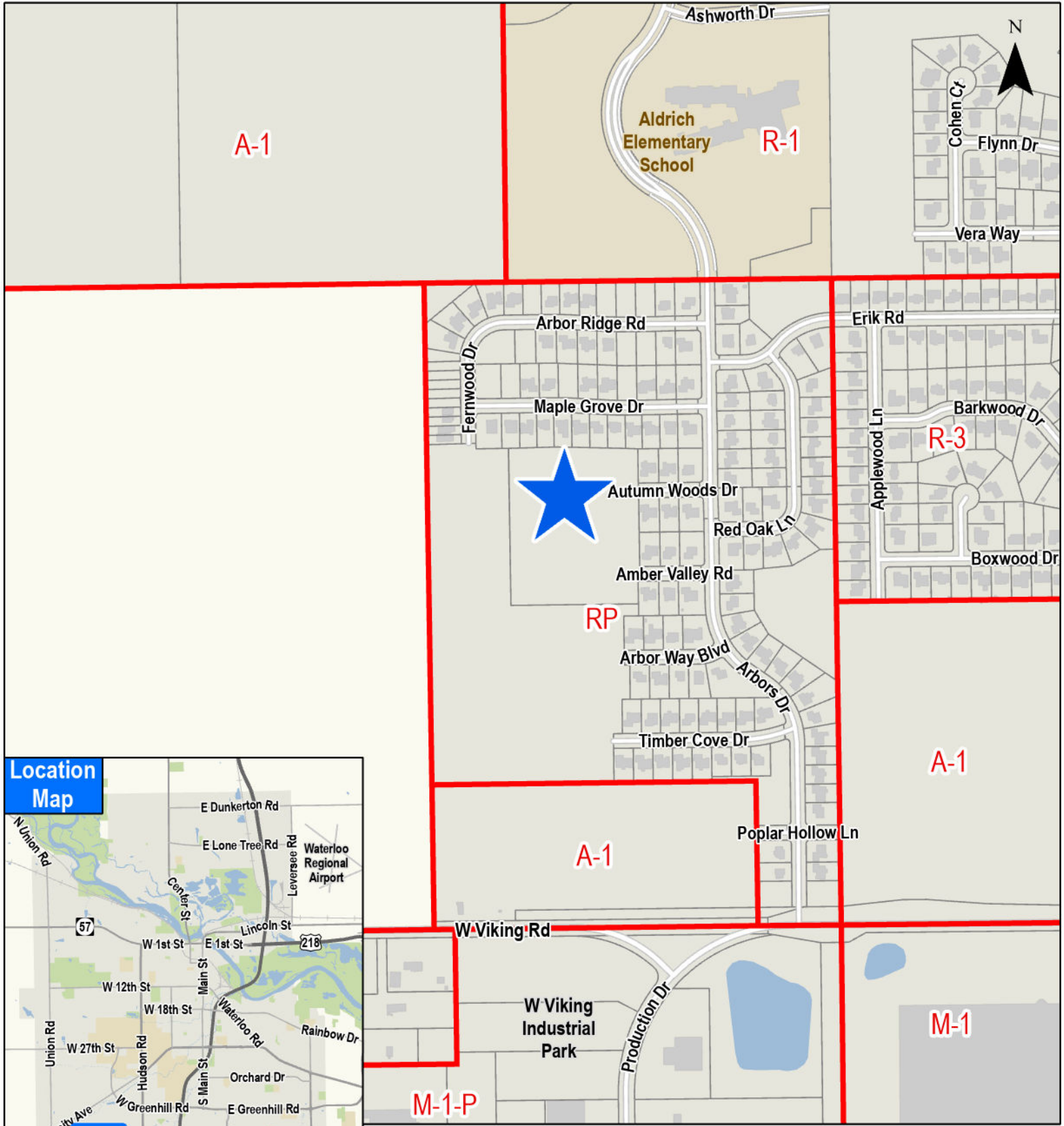
Sorensen made a motion to approve the item. Henderson seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Hartley, Henderson, Johnson, Sorensen and Stalnaker), and 0 nays.

Attachments:
Arbors Fifth Addition final plat
Deed of Dedication

Cedar Falls Planning and Zoning Commission

June 26, 2024

Item 29.



The Arbors 5th Addition Final Plat (FP24-001)

THE ARBORS FIFTH ADDITION FINAL PLAT

CEDAR FALLS, IA

JUNE 2024

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PART OF PARCEL "B" BOTH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 0°46'35" EAST 680.00 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO A POINT ON THE SOUTH LINE OF THE ARBORS FOURTH ADDITION AS RECORDED ON FILE NUMBER 2021-00019372 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°10'08" EAST 190.43 FEET ALONG SAID SOUTH LINE OF THE ARBORS FOURTH ADDITION; THENCE SOUTH 87°50'52" EAST 288.22 FEET; THENCE NORTH 89°10'08" EAST 49.70 FEET TO THE NORTHWEST CORNER OF LOT 18 OF THE ARBORS THIRD ADDITION AS RECORDED ON DOCUMENT NUMBER 2018-00010409 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, THE AFORESAID ALL BEING ALONG SAID SOUTH LINE OF THE ARBORS FOURTH ADDITION; THENCE SOUTH 0°52'11" WEST 340.00 FEET ALONG THE WEST LINE OF THE ARBORS THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 19 OF SAID THE ARBORS THIRD ADDITION; THENCE SOUTH 89°10'08" WEST 49.93 FEET; THENCE NORTH 87°50'55" WEST 288.32 FEET; THENCE SOUTH 89°10'08" WEST 190.66 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; CONTINUING SOUTH 89°10'08" WEST 131.50 FEET; THENCE SOUTH 0°52'11" EAST 31.00 FEET; THENCE SOUTH 89°10'08" WEST 200.00 FEET TO THE WEST LINE OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER OF SAID SECTION 27 AS RECORDED ON DOCUMENT NUMBER 2014-00013132 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE NORTH 0°52'11" WEST 393.42 FEET ALONG THE WEST LINE OF SAID PARCEL "B" TO THE SOUTHWEST CORNER OF LOT 1 OF SAID THE ARBORS FOURTH ADDITION; THENCE SOUTH 89°08'48" EAST 200.00 FEET ALONG THE SOUTH LINE OF SAID THE ARBORS FOURTH ADDITION TO THE WEST LINE OF LOT 53 OF SAID THE ARBORS FOURTH ADDITION; THENCE SOUTH 0°52'11" EAST 22.50 FEET ALONG SAID WEST LINE OF LOT 53 TO THE SOUTHWEST CORNER OF SAID LOT 53; THENCE NORTH 89°10'08" EAST 132.06 FEET ALONG THE SOUTH LINE OF SAID THE ARBORS FOURTH ADDITION TO THE POINT OF BEGINNING. PARCEL CONTAINS 6.96 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OWNERS OF RECORD

MIDWEST DEVELOPMENT CO.
417 FIRST AVENUE SE
CEDAR RAPIDS, IA 52401

FLOOD ZONE

(ZONE X)
PANEL # 19013C0276G
EFFECTIVE DATE: MAY 8, 2024

SETBACK DATA

FRONT YARD = 25 FT
REAR YARD = 30 FT
SIDE YARD = 5 FT.

LOTS

NUMBER OF LOTS = 21

TRACTS

'A' - STREET RIGHT OF WAY

ACRES

6.96 TOTAL ACRES
TRACT 'A' - 1.66 ACRES

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- FOUND 1/2" REBAR w/YELLOW PASTIC CAP #22634 OR AS NOTED ON PLAN
- SET 1/2" x 30" REBAR w/YELLOW PLASTIC ID CAP #22634
- () RECORDED AS

SURVEYOR AND ENGINEER

MARC C. HOODJER, P.L.S.
ADAM C. DATERS, P.E.
CLAPSADDLE-GARBER ASSOCIATES
5106 NORDIC DRIVE
CEDAR FALLS, IOWA 50613
(319)266-0258

ZONING INFORMATION:

RP (UNLESS NOTED OTHERWISE)

SURVEY REQUESTED BY:

MIDWEST DEVELOPMENT CO.
417 FIRST AVENUE SE
CEDAR RAPIDS, IA 52401

RESTRICTIONS

(SEE DEED OF DEDICATION)

CLOSURE:

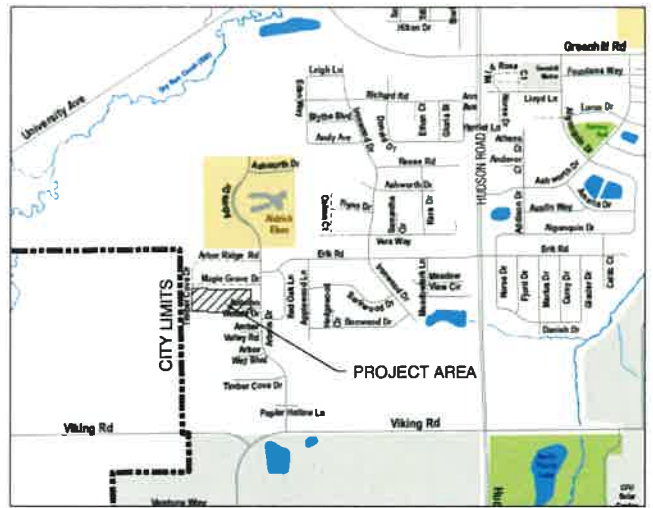
SUBDIVISION BOUNDARIES ARE WITHIN THE REQUIRED 1:10,000 ERROR OF CLOSURE
LOTS ARE WITHIN THE REQUIRED 1:5000 ERROR OF CLOSURE

NOTE:

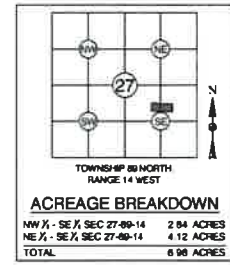
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

LEGEND

EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SHRUBS (BUSHES)
		TREE LINE
		SIGN (TYPE AS NOTED)
		FENCE
		SILT FENCE
		CONTOUR LINE
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		SANITARY SEWER LINE
		STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
		TELEPHONE LINE
		TELEPHONE PEDESTAL



VICINITY MAP
NOT TO SCALE



MARC C. HOODJER
LICENSED
22634
IOWA
PROFESSIONAL LAND SURVEYOR

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 Professional Land Surveyor under the laws of the State of Iowa.

Marc C. Hoodjer 6/27/2024
Marc C. Hoodjer, P.L.S.
Iowa License Number: 22634
My License Renewal Date is December 31, 2024

Pages or sheets covered by the seal: SHEETS 1 OF 3, 2 OF 3 AND 3 OF 3

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.cgasurveys.com

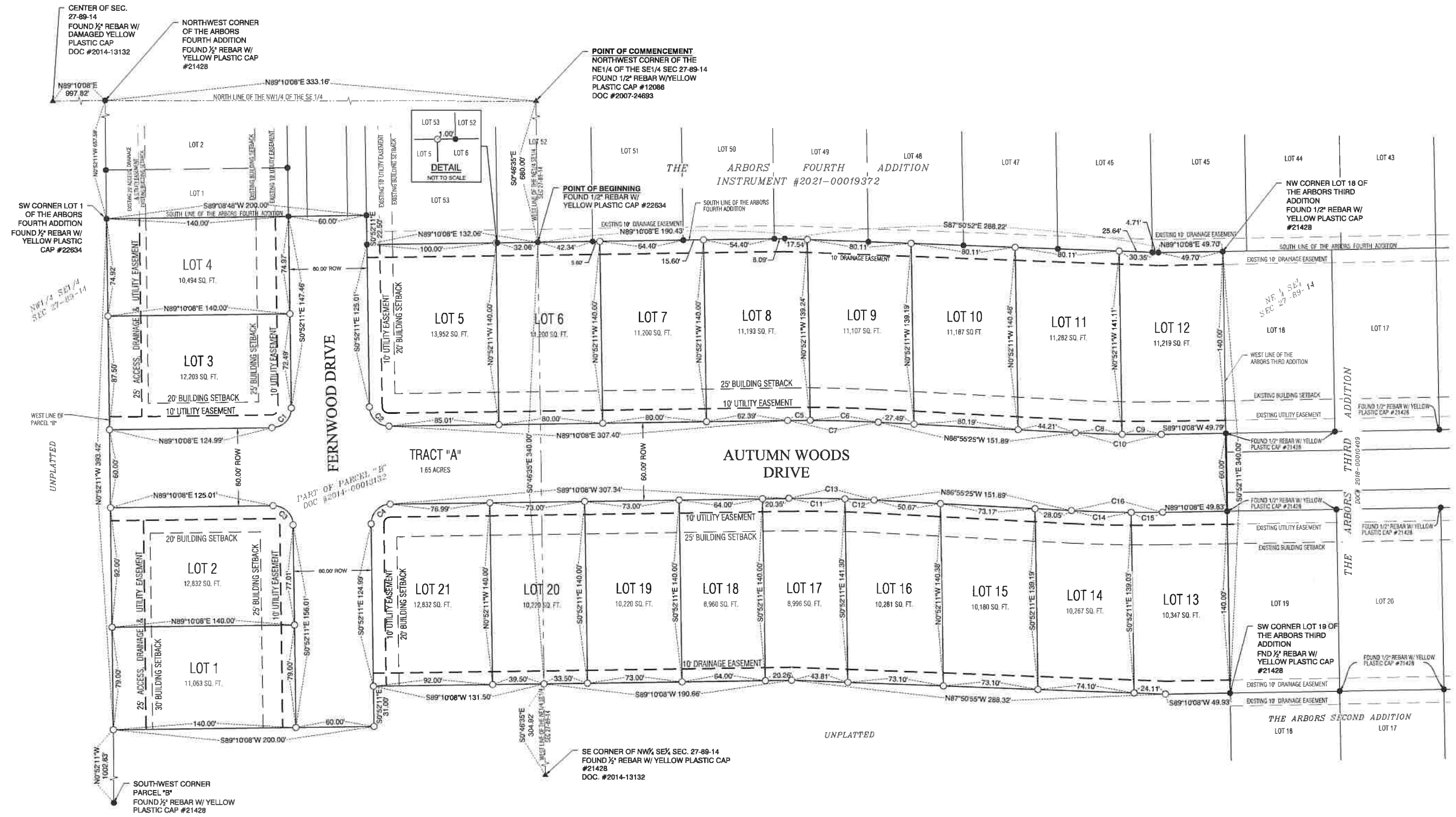
DESIGNED: _____ DATE: _____
DRAWN: *KNW* DATE: 6/12/24
CHECKED: *MCH* DATE: 6/12/24
APPROVED: _____ DATE: _____

THE ARBORS FIFTH ADDITION CEDAR FALLS, IOWA

PROJECT NO. 576
SHEET NO. 1 of 1
310

THE ARBORS FIFTH ADDITION FINAL PLAT

CEDAR FALLS, IA
JUNE 2024



J:\5760_T\dwg2_Survey\Final Plats\Arbors 5th Add Final Plat.dwg - CGA Plan - 06-14-24 - 3:27pm - mm0397

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Clapradle-Garber Associates, Inc.
5108 Nordic Drive
Cedar Falls, Iowa 50613
Ph: 319-266-0258
www.cgaonline.com

DESIGNED:	DATE:
DRAWN: KWW	DATE: 06/12/24
CHECKED: MCH	DATE: 06/12/24
APPROVED:	DATE:

THE ARBORS FIFTH ADDITION
CEDAR FALLS, IOWA

FINAL PLAT

CURVE TABLE					
CURVE NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	23.57'	15.00'	90°02'19"	N44°08'59"E	21.22'
C2	23.55'	15.00'	89°57'41"	S45°51'01"E	21.21'
C3	23.55'	15.00'	89°57'41"	N45°51'01"W	21.21'
C4	23.57'	15.00'	90°02'19"	S44°08'59"W	21.22'
C5	17.61'	1030.00'	0°58'47"	N89°39'32"E	17.61'
C6	52.63'	1030.00'	2°55'40"	S88°23'15"E	52.63'
C7	70.24'	1030.00'	3°54'27"	N88°52'38"W	70.23'
C8	35.94'	970.00'	2°07'22"	S87°59'06"E	35.94'
C9	30.21'	970.00'	1°47'05"	S89°56'19"E	30.21'
C10	66.15'	970.00'	3°54'27"	S88°52'38"E	66.14'
C11	43.66'	970.00'	2°34'45"	N89°32'29"W	43.66'
C12	22.49'	970.00'	1°19'42"	N87°35'15"W	22.49'
C13	66.15'	970.00'	3°54'27"	N88°52'38"W	66.14'
C14	46.07'	1030.01'	2°33'46"	N88°12'18"W	46.07'
C15	24.17'	1030.05'	1°20'40"	S89°50'29"W	24.17'
C16	70.24'	1030.00'	3°54'27"	S88°52'38"E	70.23'

J:\5760_1\map\2_Survey\Final_Plan\5760 Arbor's 5th Add Final Plat Line table.dwg - Layout - CGA Plan - 06-14-24 - 3:31pm - rmm297

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



Clippard-Garber Associates, Inc
 5190 Nordic Drive
 Cedar Falls, Iowa 50613
 Ph 319-266-0258
 www.cgaconsultants.com

DESIGNED: _____ DATE: _____
 DRAWN: KNW DATE: 6-12-24
 CHECKED: MCH DATE: 6-12-24
 APPROVED: _____ DATE: _____

THE ARBORS FIFTH ADDITION
 CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5760
 SHEET NO. 3 OF 3

CERTIFICATE OF SURVEY

I, Marc C. Hoodjer, a duly Licensed Land Surveyor in the State of Iowa, do hereby certify that I have made a survey of property to be known as:

"The Arbors Fifth Addition"
Section 27-T89N-R14W, Cedar Falls,
Black Hawk County, Iowa

SAID PROPERTY IS LEGALLY DESCRIBED AS: THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PART OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 0°46'35" EAST 680.00 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO A POINT ON THE SOUTH LINE OF THE ARBORS FOURTH ADDITION AS RECORDED ON FILE NUMBER 2021-00019372 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°10'08" EAST 190.43 FEET ALONG SAID SOUTH LINE OF THE ARBORS FOURTH ADDITION; THENCE SOUTH 87°50'52" EAST 288.22 FEET; THENCE NORTH 89°10'08" EAST 49.70 FEET TO THE NORTHWEST CORNER OF LOT 18 OF THE ARBORS THIRD ADDITION AS RECORDED ON DOCUMENT NUMBER 2018-00010409 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, THE AFORESAID ALL BEING ALONG SAID SOUTH LINE OF THE ARBORS FOURTH ADDITION; THENCE SOUTH 0°52'11" WEST 340.00 FEET ALONG THE WEST LINE OF THE ARBORS THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 19 OF SAID THE ARBORS THIRD ADDITION; THENCE SOUTH 89°10'08" WEST 49.93 FEET; THENCE NORTH 87°50'55" WEST 288.32 FEET; THENCE SOUTH 89°10'08" WEST 190.66 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; CONTINUING SOUTH 89°10'08" WEST 131.50 FEET; THENCE SOUTH 0°52'11" EAST 31.00 FEET; THENCE SOUTH 89°10'08" WEST 200.00 FEET TO THE WEST LINE OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER OF SAID SECTION 27 AS RECORDED ON DOCUMENT NUMBER 2014-00013132 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE NORTH 0°52'11" WEST 393.42 FEET ALONG THE WEST LINE OF SAID PARCEL "B" TO THE SOUTHWEST CORNER OF LOT 1 OF SAID THE ARBORS FOURTH ADDITION; THENCE SOUTH 89°08'48" EAST 200.00 FEET ALONG THE SOUTH LINE OF SAID THE ARBORS FOURTH ADDITION TO THE WEST LINE OF LOT 53 OF SAID THE ARBORS FOURTH ADDITION; THENCE SOUTH 0°52'11" EAST 22.50 FEET ALONG SAID WEST LINE OF LOT 53 TO THE SOUTHWEST CORNER OF SAID LOT 53; THENCE NORTH 89°10'08" EAST 132.06 FEET ALONG THE SOUTH LINE OF SAID THE ARBORS FOURTH ADDITION TO THE POINT OF BEGINNING. PARCEL CONTAINS 6.96 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



Marc C. Hoodjer

Date *6/27/2024*

Marc C. Hoodjer, PLS
Iowa License Number 22634
My license renewal date is December 31, 2024.

Prepared by: Richard R. Morris, 620 Lafayette Street, Ste. 300, PO Box 178, Waterloo, IA 50704 (319) 234-1766

DEED OF DEDICATION
OF
THE ARBORS FIFTH ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Midwest Development Co., an Iowa corporation, with its principal office in Cedar Rapids, Iowa, being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Marc C. Hoodjer, P.L.S., a professional land surveyor, dated the ____ day of _____, 2024, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as:

THE ARBORS FIFTH ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA,

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, drain tile, surface drainage, 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 plat. No building structures, landscaping structures, private gardens or any other possible obstruction can be placed in the easements.

Any and all drainage easements will 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 or over said drainage easements. Owner and/or contractors working on the real estate will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

The undersigned do hereby grant and convey to the City of Cedar Falls, its successors and assigns, access to the Access and Pedestrian Easement set forth between Lots 16 and 17 of said subdivision.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot, other than a corner lot, shall have a minimum setback from the front of the lot line of 25 feet as indicated on the plat. For any dwelling that shall be erected on a corner lot, the short lot frontage length shall be considered the lot frontage and have a setback of 25 feet, while the long lot frontage length shall be considered the side frontage and have a setback of 20 feet. No building shall be erected nearer to an interior sideline than 5 feet nor shall the combined interior sideyard distances for each lot be less than 10 feet.

2. No buildings or structure not attached to the original structure shall be constructed upon any lot or combination of lots in this subdivision, with the exception of a gazebo which has been approved in accordance with Paragraph 21 hereof. Sheds may be permitted but only if size, design, and materials are approved in writing by the developer. After completion of all houses in the plat, approval for a shed not previously approved by the developer shall be approved by the Association.

3. No trailer, basement, tent, shack, garage or barn erected in said Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in said Addition.

4. Midwest Development Co. shall construct only one family dwellings on the lots in this subdivision.

5. No single family dwelling shall be constructed, permitted or occupied on any lot herein having square footage floor space, designed, intended and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

- A. 1,200 square feet for single story houses.
- B. 1,200 square feet for split level houses.
- C. 1,300 square feet for two-story houses.
- D. Each single family residence shall have a minimum of a two-car attached garage with a minimum of 400 square feet.

6. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. Further, the owner and/or occupant of each lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curbline and the property line abutting his property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement or other monument-type mail boxes, stakes, post or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. Owner shall comply with all requirements of the US Post Office for mail receptacles. All mailboxes shall be clustered or grouped for the units, and shall be placed between the curb line and the property line abutting the lots. The area around said mailboxes shall be kept free and clear by the owner of the lots on which said mailboxes are located. Location of the clustered mailboxes shall be reviewed and approved by the City of Cedar Falls, Iowa.

7. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. All approaches and driveways in said Addition shall be paved with concrete.

9. No dwelling on any lot in said Addition shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

10. No old or used buildings shall be moved upon any of the lots in said Addition for any purpose.

11. All electrical distribution lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature shall be installed underground on all lots in said Addition.

12. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any of said lots. All outbuilding exteriors shall be approved by the developer in writing prior to start of construction.

13. A perpetual easement is reserved along the lot lines of said lots as shown by the recorded plat for storm water drainage and utility installation and maintenance. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities and/or drainage ways.

14. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. Antennas are permitted if attached to the structure and do not extend more than eight feet above the peak of the home. All other antennas, satellite TV dishes in excess of 24 inches in diameter, poles for radios, and windmills are prohibited.

15. No motor home or recreational vehicle, trailer of any kind, whether camping, boat, house, utility or otherwise, shall be parked or kept for more than a 48 hour period on any street, driveway or on the lot in said Addition. Any such vehicle must be stored inside the garage.

16. No bus, semi-tractor, trailer or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any lot or street in said Addition; provided, however, that this prohibition shall not apply to such vehicles driven in said Addition in pursuit of and in conducting their usual business.

17. No shrubs or trees shall be planted so as to infringe upon adjoining property lines based on maximum expected growth and shall be maintained so as not to infringe.

18. Each person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association to be known as The Arbors Neighborhood Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Neighborhood Association. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of The Arbors Neighborhood Association shall be to maintain the common areas and green spaces of the entire development, including but not limited to the multiple Tract A's marked as storm water management areas and signage to be developed, and other activities as set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to, mowing, watering, including upkeep of any underground sprinkler system, and maintenance of common areas. Initially, the developer, Midwest Development Co. shall perform the actual construction duties to establish the common areas, green spaces, entrance, and surrounding access area as to their lots. The homeowner's responsibility for these areas shall begin when the developer, Midwest Development Co. notifies the Neighborhood Association that they are turning over the responsibility of those areas to the Neighborhood Association.

Developers hereby grant to the City of Cedar Falls, Iowa, a twenty (20) foot access easement to the multiple Tract A's for the purpose of inspection and enforcement of any city code or ordinance provisions governing the maintenance of the storm water management areas designated as Tract A. No fences, detached buildings, equipment, parking, vegetation (scrubs, trees and bushes) or any other form of obstruction shall be allowed in said access easement.

Developers and Cedar Falls Community School District have entered in an agreement governing the management and maintenance of Tract A Storm Water Management Area 1.42 acres as set forth in the Arbors Fourth Addition Plat. That agreement shall govern the responsibilities of the Developer and when transferred, The Arbors Neighborhood Association, as well as the Cedar Falls Community School District, with respect to the management and maintenance of Tract A Storm Water Management Area 1.42 Acres in the Arbors Fourth Addition Final Plat.

The annual dues for the Association shall initially be set at \$100.00 per lot per year beginning January 1, 2024. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties described above. The developer, Midwest Development Co. shall have no responsibility for annual association dues.

19. No building or structure shall be erected or placed on any lot in this subdivision until the building plans, and plot plan, showing all buildings, fences, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of external design and

quality workmanship and materials with existing structures in the subdivision by Midwest Development Co.

20. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat, all of which such other provisions shall remain in full force and effect.

21. The undersigned and all persons and corporations hereafter requiring any right, title or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building thereon for a period of twenty-one (21) years from the date of filing of said plat and this deed of dedication for record. Within the period of twenty-one (21) years and in accordance with Iowa Code Chapter 614.24 and 614.25 (2023 Code of Iowa) or their successor provisions, these covenants, restrictions and stipulations shall be automatically extended for an additional period of twenty-one (21) years upon compliance with Chapter 614.24 and Chapter 614.25 of the 2023 Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of twenty-one (21) years or successive 21-year period, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of twenty-one (21) years.

22. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violation, or both, and for costs and reasonable attorney's fees as determined by the Court and not the statute.

23. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes. Such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa.

24. Upon the sale of a lot, owner shall take responsibility for any erosion control issues, certifications and/or requirements of the Iowa Department of Natural Resources.

25. All buildings erected on any lot in said Addition shall be constructed in accordance with the Building, Plumbing and Electrical Codes of the City of Cedar Falls, Iowa.

PUBLIC IMPROVEMENTS REQUIRED BY PLAT

The undersigned do hereby dedicate and set apart to the public and for the public's use all streets shown and laid out on the attached plat, subject to the easements set forth herein, and do further agree as follows:

- A. Midwest Development Co. shall with respect to the streets shown on the attached plat, Autumn Woods Drive and Fern Wood Drive, will be brought to City grade and will be thirty-one (31) feet, back of curb to back of curb; all said streets with approved hard surface pavement in accordance with City of Cedar Falls, Standard Specifications.
- B. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat, will be provided.
- C. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
- D. That the city water will be provided to all lots as required by the Cedar Falls Municipal utilities.
- E. That municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.
- F. That storm sewer will be provided as specified by the City Engineer.
- G. That handicap ramps will be provided as required by law.
- H. That as to the other lots, a four (4) foot wide concrete sidewalk four (4) inches thick and a concrete surface or hard surface entrance will be installed during or immediately after the construction of the residence on any particular lot, or within five (5) years after the date the plat is filed in the office of the Recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full length of the lot and on corner lots also, across the parking and full length of the lot. In the event that the City is required to construct the sidewalk as permitted by subparagraph J, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.
- I. That the work improvements called for herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Midwest Development Co., its grantees and assigns fail to complete the work and improvements called for herein within one (1) year from the date of the acceptance of said final plat by each developer by the City of Cedar Falls, Iowa, the City may then make the improvements and assess the costs of the same to the lots owned and platted by the developer. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

- J. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.
- K. The subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:
 - (a) Shall be constructed and installed in a good and workmanlike manner;
 - (b) Shall be free of defects in workmanship or materials;
 - (c) Shall be free of any conditions that could result in structural or other failure of said improvements;
 - (d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
 - (e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

26. The developer, Midwest Development Co., states:

- A. That this plat and development shall comply with the R-P Planned Residential Zoning District Classification Regulations.

27. Notwithstanding anything contained in the Deed of Dedication to the contrary, any assessment made under the Deed of Dedication shall not be a lien against any property described herein unless and until the City of Cedar Falls records with the Black Hawk County Recorder a "Notice of Assessment Lien" which notice shall describe the property against which the lien attaches in the amount of said lien.

28. All subsequent owners of lots in the subdivision shall be obligated to meet any requirements imposed by the Commissioners of the Black Hawk County Conservation District or any other governmental agency, by the authority of Chapter 161A, Code of Iowa, pertaining to soil erosion control plans for certain land distributing activities. This covenant shall be perpetual and not be governed by the provisions of Paragraph 21 of this Deed of Dedication.

**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: August 5, 2024

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
The Arbors Fifth Addition
SU-330-3312

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. Included is the fourth amendment to the existing Stormwater Maintenance and Repair Agreement between the City of Cedar Falls and Midwest Development Company for the new Arbors 5th Addition. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Arbors Fifth Addition and finds it in accordance with the City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Richard R. Morris, 620 Lafayette St., Waterloo, IA 50703 (319) 234-1766

**FOURTH AMENDMENT TO STORM WATER MAINTENANCE AND REPAIR
AGREEMENT AND PERMANENT EASEMENT**

This Agreement is made and entered into by and between Midwest Development Co. (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City").

WHEREAS, Owner and City entered into an Agreement recorded April 16, 2015, as File 2015-00016521; and

WHEREAS, the parties executed a First Amendment Agreement recorded September 19, 2016, as File 2017-00005463; and

WHEREAS, the parties executed a Second Amendment Agreement recorded December 12, 2017, as File 2018-000010077; and

WHEREAS, the parties executed a Third Amendment Agreement recorded February 23, 2021, as File 2021-00017683; and

WHEREAS, the parties hereto want to amend said Agreement as allowed in paragraph 4 of the original Agreement.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Paragraph 4 of the original Agreement is supplemented with the following statement:

Owner and City agree that additional real estate as set forth in The Arbors Fifth Addition to the City of Cedar Falls, Black Hawk County, Iowa shall be treated as Benefitted Property, allowing the perpetual easement granted in the original Agreement to thereafter inure to the benefit of the future owners of the lots which comprise said real estate in The Arbors Fifth Addition to the City of Cedar Falls, Black Hawk County, Iowa, and to the City with respect to streets dedicated to and easements granted to the City with respect to The Arbors Fifth Addition to the City of Cedar Falls, Black Hawk County, Iowa.

2. The front yards for Lots 1 – 2 and the front yard of the east one-half of Lot 6 and the front yard of Lots 7-12 and the entire lot of Lots 13-21 of the Arbors Fifth Addition will drain toward Tract A in the Arbors Second Addition to the City of Cedar Falls, Black Hawk County, Iowa as set forth in the detention area as Doc. #2017-00006104.

3. It is further noted that the front yards of Lots 3-4 and the entire lot of Lot 5 and the front yard of the west one-half of Lot 6, and the back yard of Lots 6-12 of the Arbors Fifth Addition will drain toward Tract A in the Arbors Third Addition to the City of Cedar Falls, Black Hawk County, Iowa as set forth in the detention area as Doc. #2018-00010076.

4. It is further noted that the back yards of Lots 1-4 will drain toward Tract A of the Arbors Fourth Addition to the City of Cedar Falls, Black Hawk County, Iowa as set forth in the detention area as Doc. #2021-00019372.

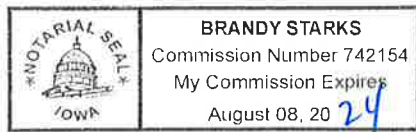
IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this agreement.

MIDWEST DEVELOPMENT CO., Owner

By: [Signature]
Hunter Skogman, President Land Acquisition and Development

STATE OF IOWA, COUNTY OF LINN;

This instrument was acknowledged before me on the 28 day of June, 2024, by Hunter Skogman, President Land Acquisition and Development of Midwest Development Co.



[Signature]
Notary Public in and for the State of Iowa

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

STATE OF IOWA, COUNTY OF BLACK HAWK;

This instrument was acknowledged before me on the ____ day of _____, 2024,
by Daniel Laudick, Mayor of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

ATTEST:

(SEAL) _____ 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 & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: July 30, 2024
SUBJECT: 2024 Bond Sales

On October 7, 2024, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects as outlined on the City's Capital Improvements Program (CIP). Prior to that sale, the City must hold a public hearing authorizing the maximum amount of the bond sale. We are requesting that the public hearing be held on August 19, 2024. You will note that the resolutions for the hearings and sales are separated into various pieces on the Council agenda. This is due to the requirement of disclosing amounts for general corporate purpose and essential corporate purpose.

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

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

Not to exceed \$4,000,000 General Obligation Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

August 5, 2024

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Daniel Laudick, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$4,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$4,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$4,000,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the 19th day of August, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$4,000,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: August 6, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$4,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 19th day of August, 2024, at 7:00 P.M., in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$4,000,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; and equipping the fire department. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed \$8.61. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The note may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this 5th day of August, 2024.

Kim Kerr, CMC, City Clerk
City of Cedar Falls, State of Iowa

(End of Notice)

PASSED AND APPROVED this 5th day of August, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

Kim Kerr, CMC, City Clerk
City of Cedar Falls, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not To Exceed \$4,000,000 General Obligation Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2024.

WITNESS my official signature this _____ day of _____, 2024.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

Not to exceed \$750,000 General Obligation Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

August 5, 2024

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Daniel Laudick, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$750,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$750,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$750,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$910,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the

authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the 19th day of August, 2024, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$750,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$750,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: August 6, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$750,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 19th day of August, 2024, at 7:00 P.M., in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$750,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, library handler equipment, public safety building maintenance and equipping the community center; and expanded public infrastructure, related amenities and site improvements. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 5th day of August, 2024.

Kim Kerr, CMC, City Clerk
City of Cedar Falls, State of Iowa

(End of Notice)

PASSED AND APPROVED this 5th day of August, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

Kim Kerr, CMC, City Clerk
City of Cedar Falls, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not To Exceed \$750,000 General Obligation Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2024.

WITNESS my official signature this _____ day of _____, 2024.

Kim Kerr, CMC, City Clerk
City of Cedar Falls, State of Iowa

(SEAL)



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: July 26, 2024
SUBJECT: Agreement for Private Development – BALOS, LLC

Staff would like to request that a public hearing be scheduled for August 19, 2024 to address a proposed Agreement for Private Development with BALOS, LLC. The proposed project would consist of the rehabilitation and renovation of approximately 1,830 square feet of space located at 109 E 2nd Street, which will create a new commercial rental space and residential dwelling unit in the currently vacant building. Additional information pertaining to this project and corresponding agreement terms will be provided to City Council prior to the public hearing.

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

xc: Ron Gaines, P.E., City Administrator

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO
CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR
PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS,
IOWA, AND BALOS, LLC

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, and by Amendment No. 6, approved by Resolution 22,204 on December 21, 2020, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from BALOS, LLC (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the rehabilitation of approximately 915 square feet of commercial and residential space, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$47,050, or the

amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development with the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 19th day of August, 2024, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and BALOS, LLC, on certain terms as set forth in the proposed Agreement. A copy of the proposed Agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this ____ day of _____, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

I, Kim Kerr, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2024.

Kim Kerr
City Clerk of Cedar Falls, Iowa



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: July 29, 2024
SUBJECT: Amendments to Code of Ordinances

Attached please find the latest group of ordinance amendments. Briefly, these amendments would accomplish the following:

Sec. 2-47; 2-186: Makes any increase in compensation for the offices of Mayor, Council member consistent with one another. Rather than using the change in the CPI-U from the previous year in a particular month, the formula would be the average change over the entire previous 12 months preceding the effective date of the change. This is thought to be a more accurate measure of such change and eliminates any peculiarities to a particular month. This would be consistent with the formula used in the City's collective bargaining agreement with the Teamsters (Public Works).

Also, for the office of Mayor it updates the base salary to reflect what it actually is as of January 1, 2024.

Sec. 2-220; 2-256: A change in the law effective July 1, 2024, explicitly allows an insurance policy to be procured in lieu of City officers posting bonds. The ordinance change would allow this. This reflects current City practice.

Sec. 16-15: Would end the regulation of carrying and transportation of air guns, pellet rifles, etc. in the City to conform to State law. The discharge of such weapons is still prohibited.

Staff recommends approval of these changes. Please feel free to contact me if you have any questions.

Thank you.

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, TO CLARIFY CALCULATION OF SALARY ADJUSTMENTS OF COUNCIL MEMBERS; AND 2) AMENDING SECTION 2-186, SALARY, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, TO MODIFY THE SALARY ADJUSTMENT OF THE MAYOR; ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, .

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

Section 1. Section 2-47, Salary of Members, of Division 1, Generally, of Article II, City Council, 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 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. Salary of members.

Each councilmember of the city shall receive an annual salary of \$8,500.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months ~~of October that precedes issued prior to~~ the effective date of the annual salary adjustment. Said salary shall be payable in such manner as the council shall by motion direct.

(Code 2017, § 2-43; Ord. No. 2085, § 1, 2-13-1995; Ord. No. 2250, § 1, 1-11-1999; Ord. No. 3037, 8-21-2023)

Section 2. Section 2-186, Salary, of Division 2, Mayor, of Article III, Officers and Employees, 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 2-186, Salary, is enacted in lieu thereof, as follows:

Sec. 2-186. Salary.

The full time mayor of the city shall receive an annual salary of \$~~112,158.00 as of January 1, 2024, 61,817.60~~ and ~~beginning after~~ January 1, 20~~25~~~~00~~, an annual salary adjustment shall be awarded equal to the average of the latest calendar year annual federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment ~~awarded at the start of each fiscal year~~. In addition, the mayor shall also receive the same insurance benefits provided to all appointed officers of the city.

(Code 2017, § 2-154; Ord. No. 1957, § 1, 10-28-1991; Ord. No. 2047, § 1, 2-28-1994; Ord. No. 2250, § 2, 1-11-1999)

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 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, TO CLARIFY CALCULATION OF SALARY ADJUSTMENTS OF COUNCIL MEMBERS; AND **2)** AMENDING SECTION 2-186, SALARY, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, TO MODIFY THE SALARY ADJUSTMENT OF THE MAYOR; ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, .

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

Section 1. Section 2-47, Salary of Members, of Division 1, Generally, of Article II, City Council, 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 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. Salary of members.

Each councilmember of the city shall receive an annual salary of \$8,500.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment. Said salary shall be payable in such manner as the council shall by motion direct.

(Code 2017, § 2-43; Ord. No. 2085, § 1, 2-13-1995; Ord. No. 2250, § 1, 1-11-1999; Ord. No. 3037, 8-21-2023)

Section 2. Section 2-186, Salary, of Division 2, Mayor, of Article III, Officers and Employees, 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 2-186, Salary, is enacted in lieu thereof, as follows:

Sec. 2-186. Salary.

The full time mayor of the city shall receive an annual salary of \$112,158.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the average of the federal consumer price index rate (CPI-U) for the most recent twelve months issued prior to the effective date of the annual salary adjustment. In addition, the mayor shall also receive the same insurance benefits provided to all appointed officers of the city.

(Code 2017, § 2-154; Ord. No. 1957, § 1, 10-28-1991; Ord. No. 2047, § 1, 2-28-1994; Ord. No. 2250, § 2, 1-11-1999)

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 2-220, OATH; BOND, OF DIVISION 3, CITY ADMINISTRATOR, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CITY ADMINISTRATOR; AND 2) AMENDING SECTION 2-256, POWERS AND DUTIES; BOND, OF DIVISION 4, CITY INVESTMENTS, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CERTAIN CITY OFFICERS, ALL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, .

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

Section 1. Section 2-220, Oath; Bond, of Division 3, City Administrator, of Article III, Officers and Employees, 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 2-220, Oath; Bond, is enacted in lieu thereof, as follows:

Sec. 2-220. Oath; bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. The premium of the bond or insurance policy shall be paid by the city.

(Ord. No. 2988, § 3, 5-3-2021)

Section 2. Section 2-256, Powers and Duties; Bond, of Division 4, City Investments, of Article III, Officers and Employees, 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 2-256, Powers and Duties; Bond, is enacted in lieu thereof, as follows:

Sec. 2-256. Powers and duties; bond.

Investment and depository functions shall be performed in conformance with the laws of the state. Before entering into the duties, in addition to the oath or affirmation, each officer shall execute a bond in the form and conditions prescribed by state law and by ordinance of the council. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. Such bond or insurance policy shall be filed with the director of finance and business operations. Upon execution of the bond or binding of insurance coverage, the investment and depository duties shall be assigned as follows:

- (1) The controller/city treasurer shall collect, receive and safely keep all money due and belonging to the city, and for any sum of money so received shall execute duplicate receipts, one of which shall be delivered to the person from whom such sum may be received, and the other kept by the finance division. The controller/city treasurer shall keep true and correct accounts with each fund established by the council, of all receipts into and disbursements from the treasury.
- (2) The controller/city treasurer shall, with the approval of the council as to the place and amount of deposit, by resolution entered on record, deposit all city funds, in any bank in the city to which the funds belong.
- (3) The controller/city treasurer shall draw from the county treasurer all funds belonging to the city.

- (4) The controller/city treasurer shall make reports to the council monthly, or more often if required, giving a full and detailed statement under oath of all the receipts and expenditures during the preceding month. Annually the controller/city treasurer shall make a report of the entire year's proceedings, including the state of the treasury.
- (5) The controller/city treasurer shall keep a full and complete record of all outstanding bonds, and their numbers, denominations, dates, rates of interest and maturity, and report the record to the mayor and council annually.
- (6) The controller/city treasurer shall keep a record of the indebtedness of the city, showing the liens, assessments and judgments outstanding against the city, and report the record to the council annually. At the request of the council or mayor, the controller/city treasurer shall communicate to the council any notice of pending assessments, judgments or claims of which the controller/city treasurer is advised.
- (7) The controller/city treasurer shall keep a computerized register with a description of all checks written.
- (8) The controller/city treasurer shall pay money from the treasury only on checks drawn on him by, and signed by, the controller/city treasurer, countersigned by the mayor and director of finance and business operations and sealed with the city seal.
- (9) At the expiration of the controller/city treasurer's term of office, he shall deliver all official papers, books, monies and property belonging to the city to his successors.
- (10) The information services manager shall be responsible for the electronic communications with the banking system on a daily basis and internal computer security of access to investment data.
- (11) When there is an accumulation in the treasury and there are no outstanding checks, the controller/city treasurer shall invest the funds in compliance with the city's investment policy.
- (12) The controller/city treasurer shall safely keep all invested funds.
- (13) When the controller/city treasurer determines that there are not or will not be sufficient funds on hand to pay legal obligations of a fund, the controller/city treasurer may request to the city council a short term loan payable to a bank or other business entity authorized by law to loan money in an amount legally available and believed to be sufficient to cover the anticipated deficiency.

(Code 2017, § 2-192; Ord. No. 2728, § 2, 2-14-2011)

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 2-220, OATH; BOND, OF DIVISION 3, CITY ADMINISTRATOR, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CITY ADMINISTRATOR; AND **2)** AMENDING SECTION 2-256, POWERS AND DUTIES; BOND, OF DIVISION 4, CITY INVESTMENTS, TO INCLUDE AN INSURANCE OPTION IN LIEU OF BOND FOR CERTAIN CITY OFFICERS, ALL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, .

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

Section 1. Section 2-220, Oath; Bond, of Division 3, City Administrator, of Article III, Officers and Employees, 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 2-220, Oath; Bond, is enacted in lieu thereof, as follows:

Sec. 2-220. Oath; bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. The premium of the bond or insurance policy shall be paid by the city.

(Ord. No. 2988, § 3, 5-3-2021)

Section 2. Section 2-256, Powers and Duties; Bond, of Division 4, City Investments, of Article III, Officers and Employees, 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 2-256, Powers and Duties; Bond, is enacted in lieu thereof, as follows:

Sec. 2-256. Powers and duties; bond.

Investment and depository functions shall be performed in conformance with the laws of the state. Before entering into the duties, in addition to the oath or affirmation, each officer shall execute a bond in the form and conditions prescribed by state law and by ordinance of the council. An insurance policy providing coverage as required by state law may be obtained in lieu of a bond. Such bond or insurance policy shall be filed with the director of finance and business operations. Upon execution of the bond or binding of insurance coverage, the investment and depository duties shall be assigned as follows:

- (1) The controller/city treasurer shall collect, receive and safely keep all money due and belonging to the city, and for any sum of money so received shall execute duplicate receipts, one of which shall be delivered to the person from whom such sum may be received, and the other kept by the finance division. The controller/city treasurer shall keep true and correct accounts with each fund established by the council, of all receipts into and disbursements from the treasury.

- (2) The controller/city treasurer shall, with the approval of the council as to the place and amount of deposit, by resolution entered on record, deposit all city funds, in any bank in the city to which the funds belong.
- (3) The controller/city treasurer shall draw from the county treasurer all funds belonging to the city.
- (4) The controller/city treasurer shall make reports to the council monthly, or more often if required, giving a full and detailed statement under oath of all the receipts and expenditures during the preceding month. Annually the controller/city treasurer shall make a report of the entire year's proceedings, including the state of the treasury.
- (5) The controller/city treasurer shall keep a full and complete record of all outstanding bonds, and their numbers, denominations, dates, rates of interest and maturity, and report the record to the mayor and council annually.
- (6) The controller/city treasurer shall keep a record of the indebtedness of the city, showing the liens, assessments and judgments outstanding against the city, and report the record to the council annually. At the request of the council or mayor, the controller/city treasurer shall communicate to the council any notice of pending assessments, judgments or claims of which the controller/city treasurer is advised.
- (7) The controller/city treasurer shall keep a computerized register with a description of all checks written.
- (8) The controller/city treasurer shall pay money from the treasury only on checks drawn on him by, and signed by, the controller/city treasurer, countersigned by the mayor and director of finance and business operations and sealed with the city seal.
- (9) At the expiration of the controller/city treasurer's term of office, he shall deliver all official papers, books, monies and property belonging to the city to his successors.
- (10) The information services manager shall be responsible for the electronic communications with the banking system on a daily basis and internal computer security of access to investment data.
- (11) When there is an accumulation in the treasury and there are no outstanding checks, the controller/city treasurer shall invest the funds in compliance with the city's investment policy.
- (12) The controller/city treasurer shall safely keep all invested funds.
- (13) When the controller/city treasurer determines that there are not or will not be sufficient funds on hand to pay legal obligations of a fund, the controller/city treasurer may request to the city council a short term loan payable to a bank or other business entity authorized by law to loan money in an amount legally available and believed to be sufficient to cover the anticipated deficiency.

(Code 2017, § 2-192; Ord. No. 2728, § 2, 2-14-2011)

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 (d) OF SECTION 16-15, DISCHARGE OF WEAPONS, OF ARTICLE 1, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE REGULATION OF CARRYING AND TRANSPORTING CERTAIN WEAPONS.

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

Untitled Subsection (d) of Section 16-15, Discharge of Weapons, of Article 1, 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 untitled Subsection (d) of Section 16-15, Discharge of Weapons, is enacted in lieu thereof, as follows:

Sec. 16-15. Discharge of weapons.

[unchanged provisions omitted]

- (d) No person shall discharge ~~or carry on or about his person or in a vehicle~~ any air rifles, pellet guns or similar devices capable of discharging any leaden or other dangerous missile or substance within the city, except peace officers in the line of duty. ~~However, it shall be lawful to carry one or more unloaded air rifles, pellet guns or similar devices if the unloaded weapon is carried in a gun case or closed container which is too large to be effectively concealed on the person or within the clothing of an individual.~~

[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 (d) OF SECTION 16-15, DISCHARGE OF WEAPONS, OF ARTICLE 1, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE REGULATION OF CARRYING AND TRANSPORTING CERTAIN WEAPONS.

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

Untitled Subsection (d) of Section 16-15, Discharge of Weapons, of Article 1, 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 untitled Subsection (d) of Section 16-15, Discharge of Weapons, is enacted in lieu thereof, as follows:

Sec. 16-15. Discharge of weapons.

[unchanged provisions omitted]

- (d) No person shall discharge any air rifles, pellet guns or similar devices capable of discharging any leaden or other dangerous missile or substance within the city, except peace officers in the line of duty.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

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: August 5, 2024

SUBJECT: Storm Water Ordinance
 Chapter 24, Utilities
 Article VI, Post-Construction Stormwater Control
 Section(s) 24-336, 24-337, 24-339

On April 10th, 2024, Governor Kim Reynolds approved Senate File 455 regarding regulations of topsoil and stormwater at construction sites that recently went into effect with Iowa Code statewide on July 1st, 2024. Attached is a copy of the signed Senate File 455 for your review. As a result, the City's Code of Ordinances will need to be updated to match the Iowa Code's intent.

The City's current post-construction stormwater management practice requires developments to install detention basins that store the 100 year post-construction rainfall event, release at the 2 year rainfall event as if it were in its natural undeveloped state, and provide water quality by storing the first 1.25" of rain while releasing it over 24 to 48 hours. The new requirements will change the release rate to a 5 year rainfall event based on how the site exists at time of construction. The existing post-construction stormwater management code was last updated in 2010.

The Engineering Division of the Public Works Department is proposing that the associated changes in Chapter 24, Utilities, Article VI, Post-Construction Stormwater Control, in Sections 24-336, 24-337, and 24-339 of the Code of Ordinances be modified to match the Iowa Code. Please see attached for this proposed redlines and updates.

If you have any questions or concerns, please feel free to ask.

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

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 24-336, APPLICABILITY, TO CLARIFY USE OF THE TERM “LAND DISTURBING ACTIVITY”; AND **2)** AMENDING UNTITLED SUBSECTION (b) OF SECTION 24-337, DEFINITIONS, TO ADD A NEW DEFINITION OF “LAND DISTURBING ACTIVITY”; AND **3)** AMENDING SECTION 24-339, REQUIREMENTS FOR APPROVAL OF STORMWATER MANAGEMENT PLAN, TO CONFORM STORMWATER MANAGEMENT REQUIREMENTS TO STATE LAW, ALL OF ARTICLE VI, POST-CONSTRUCTION STORMWATER CONTROL, OF CHAPTER 24, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA..

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

Section 1. Untitled Subsection (b)(1) of Section 24-336, Applicability, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, 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 24-336, Applicability, is enacted in lieu thereof, as follows:

Sec. 24-336. Applicability.

[unchanged provisions omitted]

- (b) When a development plan is submitted to the city that qualifies as a development or redevelopment, the procedures and requirements of section 24-338 shall be followed. Final authorization of all development and redevelopment projects shall be determined after a review by the city. Plans that must comply with section 24-338 are:
- (1) Land disturbing activity as defined in section 24-337 exceeding 43,560 square feet (one (1) acre) in area on land previously vacant of buildings or largely free of previous land disturbing activity other than traditional agricultural activities;

[unchanged provisions omitted]

Section 2. Untitled Subsection (b), of Section 24-337, Definitions, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new unnumbered Subparagraph entitled *Land Disturbing Activity*, as follows:

Sec. 24-337. Definitions.

[unchanged provisions omitted]

- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.

Best management practices (BMPs) are policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

City engineer includes any other representative of the city engineer's office that is designated by the city engineer to act in the place and with the authority of the city engineer. The city engineer is also referred to in this article as the "enforcement officer." The city engineer shall have responsibility for administration and enforcement of this article.

City stormwater requirements are set forth in section 24-339(c)(2) and are based upon the Iowa Stormwater Management Manual.

Dedication means the deliberate appropriation of property by its owner for general public use.

Developer means a person who undertakes land disturbing activities.

Drainage easement means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.

Iowa Stormwater Management Manual means the manual collaboratively developed by the Iowa Department of Natural Resources (IDNR) and the Center for Transportation Research and Education (CTRE) at Iowa State University that contains the sizing criteria, design and specification guidelines and BMPs that address stormwater quality and quantity management. This manual can be found on the web at the following address: <http://www.ctre.iastate.edu/pubs/stormwater/index.cfm>.

Land Disturbing Activity means any construction activity that modifies existing grade, elevation, or surface of any part of any lot or parcel of land. Land disturbing activity includes reconstruction of parking lots to subgrade, but does not include resurfacing of established parking lots as long as the subbase is not exposed.

Maintenance and repair agreement means an agreement between the city and property owner that shall be filed at the county recorder's office by which the property owners of all lots or land benefiting from the stormwater management facility grant access for maintenance and repair by means of an easement.

Regional stormwater management facility means a facility collecting two or more square miles of a drainage area or a facility having a retention or detention basin with a storage depth of ten feet or more and which stores ten acre-feet or more of water. The facility is required to be on public right-of-way, accessible by street right-of-way, is required to have a perimeter of at least 25 feet, be located within the city limits, and the discharge from which flows through the city limits.

Stormwater management means the use of BMPs that are designed in accordance with city stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

(Code 2017, § 27-404; Ord. No. 2718, § 1, 9-27-2010)

Section 3. Section 24-339, Requirements for Approval of Stormwater Management Plan, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 24-339, Requirements for Approval of Stormwater Management Plan, is enacted in lieu thereof, as follows:

Sec. 24-339. Requirements for approval of stormwater management plan.

- (a) Stormwater management plan. No application for a development shall be accepted unless it includes a plan detailing the stormwater management facility, and the control and management of the runoff and water quality impacts resulting from the development.
- (b) The stormwater management plan shall:
 - (1) Be prepared by either a licensed professional engineer or registered architect if a site is more than five acres of disturbed area. A site with five acres or less of disturbed area shall be prepared by either a licensed professional engineer, a registered architect (including a registered landscape architect), or a professional in erosion and sediment control, as the applicant's engineer. The applicant's engineer shall

be credentialed in a manner acceptable to the city, and shall be referred to in this article as the "applicant's engineer."

- (2) Indicate whether stormwater will be managed on site or off site, and applicable provisions of the general location and type of BMPs, with clear citations to the Iowa Stormwater Management Manual.
- (c) The stormwater management plan shall include the following information:
- (1) A map indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management facility and sediment and erosion BMPs. The map shall also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; unobstructed 100-year storm overflow routes; locations of utilities, roads and easements; and the limits of clearing and grading.
 - (2) Sufficient engineering analysis to show compliance with the city stormwater requirements, including the following:
 - a. Rainfall events, up to and including 1.25 inches of rain, shall be released at a continuous rate over 24 hours or provide an adequate maintenance and repair agreement to manage this level of rainfall event off site.
 - b. All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the ~~five~~two-year frequency rainfall event on the site as it existed at the time construction commenced~~in its natural, undeveloped state~~.
 - c. If there are reasons why subsection (c)(2)a or b of this section cannot be achieved, an applicant may apply for a waiver as provided in section 24-342.
 - (3) A written or graphic inventory of the natural resources present at the site and extending a minimum of 500 feet beyond the limits of the site of the proposed development. A description of the watershed for the project shall include soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site.
 - (4) The city may also require that the applicant file a conceptual plan to analyze the maximum development potential of a site under existing zoning regulations, regardless of whether the applicant presently intends to develop the site to its maximum potential.
 - (5) For developments occurring on a previously developed site, an applicant shall be required to include existing stormwater runoff discharges.
 - (6) Contact information, including the name and address of the owner of the property, and a list of the owner and addresses of adjacent properties.
 - (7) Topographic base map, consisting of a scalable topographic base map of the site which extends a minimum of 500 feet beyond the limits of the proposed development and which indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land uses, including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features.
 - (8) Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the ~~five~~two-, ten-, and 100-year rainfall events. Such calculations shall include:
 - a. Description of the design storm frequency, intensity and duration;
 - b. Time of concentration;
 - c. Soil curve numbers or runoff coefficients;
 - d. Peak runoff rates and total runoff volumes for each watershed area;
 - e. Infiltration rates, where applicable;

- f. Culvert capacities;
 - g. Flow velocities;
 - h. Data on the increase in rate and volume of runoff; and
 - i. Documentation of sources for all computation methods and field test results.
- (9) If a stormwater management facility depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on site boring logs or soil pit profiles. The number and location of required soil borings or soil pit profiles shall be determined based on what is necessary to determine the suitability and distribution of soil types present at the location of the facility.
- (10) Landscaping and vegetative stabilization shall comply with the city's stormwater requirements and shall prevent impairment of BMPs.
- (11) A maintenance and repair agreement for all stormwater management facilities (see section 24-341). In the event the applicant and the city agree that the regional stormwater management facility installed by the applicant is to be dedicated to the city, the city shall prepare a dedication agreement on such terms and conditions as the city determines are appropriate, which may include requirements that the applicant pay all installation costs and fees.
- (12) Proof of the recorded maintenance and repair agreement shall be given to the city. The agreement shall require the following:
- a. The agreement shall require all benefiting properties to participate in the maintenance and repair of the stormwater management facility;
 - b. Said applicant has accepted such responsibility in a written document and has recorded the document in the county recorder's office under state law; and
 - c. Said applicant understands that this easement shall grant the city the right to correct any maintenance or repair issues not corrected by the applicant with said facility and assess the cost of maintenance and repairs to all benefiting properties as liens to be collected in the same manner as property taxes.
- (13) Performance bond. The cost of the stormwater management facility shall be included in the amount of the cash escrow or payment and performance bond required under chapter 20.
- (14) Maintenance bond. The cost of the stormwater management facility shall be included in the amount of the subdivision maintenance bond required to be posted by the developer under chapter 20.
- (d) The stormwater management plan shall be referred for comments to all other interested agencies including, but not limited to, Iowa Department of Natural Resources (IDNR), Iowa Department of Transportation (IDOT), and the Natural Resources Conservation Services (NRCS), and consideration shall be given to all comments received from such agencies in determining whether the stormwater management plan meets the requirements of this article.
- (e) No building, land use, or SWPPP permits shall be issued until a stormwater management plan or waiver has been approved by the city.
- (f) Multiple submissions of the stormwater management plans shall include a summary of the differences in the new stormwater management plan from the stormwater management plan previously submitted.

(Code 2017, § 27-406; Ord. No. 2718, § 1, 9-27-2010)

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 UNTITLED SUBSECTION (b)(1) OF SECTION 24-336, APPLICABILITY, TO CLARIFY USE OF THE TERM “LAND DISTURBING ACTIVITY”; AND **2)** AMENDING UNTITLED SUBSECTION (b) OF SECTION 24-337, DEFINITIONS, TO ADD A NEW DEFINITION OF “LAND DISTURBING ACTIVITY”; AND **3)** AMENDING SECTION 24-339, REQUIREMENTS FOR APPROVAL OF STORMWATER MANAGEMENT PLAN, TO CONFORM STORMWATER MANAGEMENT REQUIREMENTS TO STATE LAW, ALL OF ARTICLE VI, POST-CONSTRUCTION STORMWATER CONTROL, OF CHAPTER 24, UTILITIES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA..

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

Section 1. Untitled Subsection (b)(1) of Section 24-336, Applicability, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, 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 24-336, Applicability, is enacted in lieu thereof, as follows:

Sec. 24-336. Applicability.

[unchanged provisions omitted]

- (b) When a development plan is submitted to the city that qualifies as a development or redevelopment, the procedures and requirements of section 24-338 shall be followed. Final authorization of all development and redevelopment projects shall be determined after a review by the city. Plans that must comply with section 24-338 are:
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[unchanged provisions omitted]

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Sec. 24-337. Definitions.

[unchanged provisions omitted]

- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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City stormwater requirements are set forth in section 24-339(c)(2) and are based upon the Iowa Stormwater Management Manual.

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Developer means a person who undertakes land disturbing activities.

Drainage easement means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.

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Land Disturbing Activity means any construction activity that modifies existing grade, elevation, or surface of any part of any lot or parcel of land. Land disturbing activity includes reconstruction of parking lots to subgrade, but does not include resurfacing of established parking lots as long as the subbase is not exposed.

Maintenance and repair agreement means an agreement between the city and property owner that shall be filed at the county recorder's office by which the property owners of all lots or land benefiting from the stormwater management facility grant access for maintenance and repair by means of an easement.

Regional stormwater management facility means a facility collecting two or more square miles of a drainage area or a facility having a retention or detention basin with a storage depth of ten feet or more and which stores ten acre-feet or more of water. The facility is required to be on public right-of-way, accessible by street right-of-way, is required to have a perimeter of at least 25 feet, be located within the city limits, and the discharge from which flows through the city limits.

Stormwater management means the use of BMPs that are designed in accordance with city stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates and detrimental changes in stream temperature that affect water quality and habitat.

(Code 2017, § 27-404; Ord. No. 2718, § 1, 9-27-2010)

Section 3. Section 24-339, Requirements for Approval of Stormwater Management Plan, of Article VI, Post-Construction Stormwater Control, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 24-339, Requirements for Approval of Stormwater Management Plan, is enacted in lieu thereof, as follows:

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- (a) Stormwater management plan. No application for a development shall be accepted unless it includes a plan detailing the stormwater management facility, and the control and management of the runoff and water quality impacts resulting from the development.
- (b) The stormwater management plan shall:
 - (1) Be prepared by either a licensed professional engineer or registered architect if a site is more than five acres of disturbed area. A site with five acres or less of disturbed area shall be prepared by either a licensed professional engineer, a registered architect (including a registered landscape architect), or a professional in erosion and sediment control, as the applicant's engineer. The applicant's engineer shall

be credentialed in a manner acceptable to the city, and shall be referred to in this article as the "applicant's engineer."

- (2) Indicate whether stormwater will be managed on site or off site, and applicable provisions of the general location and type of BMPs, with clear citations to the Iowa Stormwater Management Manual.
- (c) The stormwater management plan shall include the following information:
- (1) A map indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management facility and sediment and erosion BMPs. The map shall also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; unobstructed 100-year storm overflow routes; locations of utilities, roads and easements; and the limits of clearing and grading.
 - (2) Sufficient engineering analysis to show compliance with the city stormwater requirements, including the following:
 - a. Rainfall events, up to and including 1.25 inches of rain, shall be released at a continuous rate over 24 hours or provide an adequate maintenance and repair agreement to manage this level of rainfall event off site.
 - b. All rainfall events greater than 1.25 inches of rain and up to the 100-year rainfall event shall be released at the rate of the five-year frequency rainfall event on the site as it existed at the time construction commenced.
 - c. If there are reasons why subsection (c)(2)a or b of this section cannot be achieved, an applicant may apply for a waiver as provided in section 24-342.
 - (3) A written or graphic inventory of the natural resources present at the site and extending a minimum of 500 feet beyond the limits of the site of the proposed development. A description of the watershed for the project shall include soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site.
 - (4) The city may also require that the applicant file a conceptual plan to analyze the maximum development potential of a site under existing zoning regulations, regardless of whether the applicant presently intends to develop the site to its maximum potential.
 - (5) For developments occurring on a previously developed site, an applicant shall be required to include existing stormwater runoff discharges.
 - (6) Contact information, including the name and address of the owner of the property, and a list of the owner and addresses of adjacent properties.
 - (7) Topographic base map, consisting of a scalable topographic base map of the site which extends a minimum of 500 feet beyond the limits of the proposed development and which indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land uses, including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features.
 - (8) Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the five-, ten-, and 100-year rainfall events. Such calculations shall include:
 - a. Description of the design storm frequency, intensity and duration;
 - b. Time of concentration;
 - c. Soil curve numbers or runoff coefficients;
 - d. Peak runoff rates and total runoff volumes for each watershed area;
 - e. Infiltration rates, where applicable;

- f. Culvert capacities;
 - g. Flow velocities;
 - h. Data on the increase in rate and volume of runoff; and
 - i. Documentation of sources for all computation methods and field test results.
- (9) If a stormwater management facility depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on site boring logs or soil pit profiles. The number and location of required soil borings or soil pit profiles shall be determined based on what is necessary to determine the suitability and distribution of soil types present at the location of the facility.
- (10) Landscaping and vegetative stabilization shall comply with the city's stormwater requirements and shall prevent impairment of BMPs.
- (11) A maintenance and repair agreement for all stormwater management facilities (see section 24-341). In the event the applicant and the city agree that the regional stormwater management facility installed by the applicant is to be dedicated to the city, the city shall prepare a dedication agreement on such terms and conditions as the city determines are appropriate, which may include requirements that the applicant pay all installation costs and fees.
- (12) Proof of the recorded maintenance and repair agreement shall be given to the city. The agreement shall require the following:
- a. The agreement shall require all benefiting properties to participate in the maintenance and repair of the stormwater management facility;
 - b. Said applicant has accepted such responsibility in a written document and has recorded the document in the county recorder's office under state law; and
 - c. Said applicant understands that this easement shall grant the city the right to correct any maintenance or repair issues not corrected by the applicant with said facility and assess the cost of maintenance and repairs to all benefiting properties as liens to be collected in the same manner as property taxes.
- (13) Performance bond. The cost of the stormwater management facility shall be included in the amount of the cash escrow or payment and performance bond required under chapter 20.
- (14) Maintenance bond. The cost of the stormwater management facility shall be included in the amount of the subdivision maintenance bond required to be posted by the developer under chapter 20.
- (d) The stormwater management plan shall be referred for comments to all other interested agencies including, but not limited to, Iowa Department of Natural Resources (IDNR), Iowa Department of Transportation (IDOT), and the Natural Resources Conservation Services (NRCS), and consideration shall be given to all comments received from such agencies in determining whether the stormwater management plan meets the requirements of this article.
- (e) No building, land use, or SWPPP permits shall be issued until a stormwater management plan or waiver has been approved by the city.
- (f) Multiple submissions of the stormwater management plans shall include a summary of the differences in the new stormwater management plan from the stormwater management plan previously submitted.

(Code 2017, § 27-406; Ord. No. 2718, § 1, 9-27-2010)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

April 10, 2024

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 455, an Act relating to the regulation of topsoil and storm water at construction sites.

The above Senate File is hereby approved on this date.

Sincerely,

A handwritten signature in black ink that reads "Kim Reynolds".

Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



Senate File 455

AN ACT
RELATING TO THE REGULATION OF TOPSOIL AND STORM WATER AT
CONSTRUCTION SITES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.301, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 23. *a.* For purposes of this subsection:

(1) "*Construction site*" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

(2) "*Topsoil*" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

b. A county shall not adopt or enforce an ordinance, motion, resolution, or amendment relating to the preservation,

compaction, placement, or depth of topsoil at a construction site that is more restrictive than those requirements provided in the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources. A county may develop standards to evaluate topsoil quantities before and after construction and ensure compliance with general permit no. 2. A county may request that the department of natural resources review the soil of a construction site to verify that the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources is proper for the construction site.

c. (1) A county may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff at a construction site only to the extent that such regulation for rainfall events having a return frequency ranging from five through one hundred years does not require a post-construction storm water flow rate that is more restrictive than the existing flow rate of a rainfall event having a return frequency of five years, with all such runoff rates based on the actual existing condition of the site at the time the construction commences.

(2) A county may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff from upstream properties adjacent to a construction site to the extent that storm water runoff shall be allowed to pass through downstream storm water basins at the same flow rates as off-site storm water runoff entering the construction site.

(3) A county may impose a storm water runoff requirement that is more restrictive than what is allowed or required by this paragraph at the construction site if the county meets all of the following conditions:

(a) The county pays for all study, design, and engineering costs for implementing the more restrictive storm water runoff requirement that includes an analysis by a licensed professional engineer of the difference in costs between the requirements of this paragraph and the more restrictive county storm water runoff requirement.

(b) The county pays for the difference of costs between the requirements of this paragraph and the more restrictive requirement imposed by the county for installation of equipment or practices required for a property owner to comply with the storm water runoff requirement.

(c) If the storm water runoff requirement results in the county using a person's private property, whether by easement or otherwise taking an interest in the property, the county pays the property owner the fair market value of the property taken for any additional land required beyond the requirements of this paragraph.

(d) A county shall not impose a special assessment or otherwise recover the costs from the property owner for the portion of the costs attributable to the county.

(e) The costs attributable to the county shall only apply to the storm water management practices addressed in this paragraph.

Sec. 2. Section 364.3, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 18. a. For purposes of this subsection:

(1) "Construction site" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

(2) "Topsoil" means the same as used in a storm water general permit adopted by rule pursuant to section 455B.103A.

b. A city shall not adopt or enforce an ordinance, motion, resolution, or amendment relating to the preservation, compaction, placement, or depth of topsoil at a construction site that is more restrictive than those requirements provided in the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources. A city may develop standards to evaluate topsoil quantities before and after construction and ensure compliance with general permit no. 2. A city may request that the department of natural resources review the soil of a construction site to verify that the national pollutant discharge elimination system general permit no. 2 as issued by the department of natural resources is proper for the construction site.

c. (1) A city may adopt or enforce an ordinance, motion,

resolution, or amendment that regulates storm water runoff at a construction site only to the extent that such regulation for rainfall events having a return frequency ranging from five through one hundred years does not require a post-construction storm water flow rate that is more restrictive than the existing flow rate of a rainfall event having a return frequency of five years, with all such runoff rates based on the actual existing condition of the site at the time the construction commences.

(2) A city may adopt or enforce an ordinance, motion, resolution, or amendment that regulates storm water runoff from upstream properties adjacent to a construction site only to the extent that storm water runoff shall be allowed to pass through downstream storm water basins at the same flow rate as off-site storm water runoff entering the construction site.

(3) A city may impose a storm water runoff requirement that is more restrictive than what is allowed or required by this paragraph at the construction site if the city meets all of the following conditions:


(a) The city pays for all study, design, and engineering costs for implementing the storm water runoff requirement that includes an analysis by a licensed professional engineer of the difference in costs between the requirements of this paragraph and the more restrictive city storm water runoff requirement.

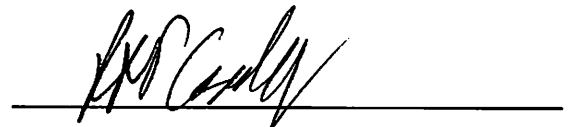
(b) The city pays for the difference of costs between the requirements of this paragraph and the more restrictive requirement imposed by the city for installation of equipment or practices required for a property owner to comply with the storm water runoff requirement.

(c) If the storm water runoff requirement results in the city using a person's private property, whether by easement or otherwise taking an interest in the property, the city pays the property owner the fair market value of the property taken for any additional land required beyond the requirements of this paragraph.

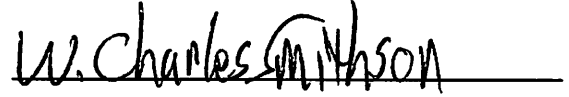
(d) A city shall not impose a special assessment or otherwise recover the costs from the property owner for the portion of the costs attributable to the city.

(e) The costs attributable to the city shall only apply to the storm water management practices addressed in this paragraph.

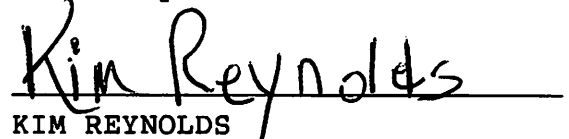

AMY SINCLAIR
President of the Senate


PAT GRASSLEY
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 455, Ninetieth General Assembly.


W. CHARLES SMITHSON
Secretary of the Senate

Approved April 10th, 2024


KIM REYNOLDS
Governor

DAILY INVOICES FOR 08/05/24 COUNCIL MEETING

Item 38.

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-0000-213.00-00						CURRENT LIABILITY / SALES TAX PAYABLE				
2223		12/24	AP	07/09/24	0007543	IOWA DEPT.OF REVENUE RECREATION	14,268.42			07/29/24
						MONTHLY SALES TAX				
						ACCOUNT TOTAL	14,268.42	.00	14,268.42	
101-1008-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2223		12/24	AP	07/15/24	0007547	ISOLVED BENEFIT SERVICES, INC	156.58			07/29/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	156.58	.00	156.58	
101-1008-441.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	144.20			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	144.20	.00	144.20	
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2223		12/24	AP	07/15/24	0007547	ISOLVED BENEFIT SERVICES, INC	.90			07/29/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	.90	.00	.90	
101-1028-441.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	122.19			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	122.19	.00	122.19	
101-1028-441.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2223		12/24	AP	07/24/24	0007538	DEPT. OF HEALTH & HUMAN SERVI	1,505.00			07/29/24
						IA113-INT.EARNED RNP FY24				
						ACCOUNT TOTAL	1,505.00	.00	1,505.00	
101-1038-441.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	286.69			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	286.69	.00	286.69	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
2211		12/24	AP	06/28/24	0400343	SEYMOUR, MADDIE	69.43			07/10/24
						RMB:STURGIS PARADE CANDY				
						ACCOUNT TOTAL	69.43	.00	69.43	
101-1038-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE										
152		01/25	AP	07/16/24	0400386	ERICKSON, NIK	1,244.00			07/26/24
						TUITION REIMBURSEMENT				
						MANAGEMENT INFO.SYSTEMS				
						ACCOUNT TOTAL	1,244.00	.00	1,244.00	
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105										
2223		12/24	AP	07/09/24	0007546	ISOLVED BENEFIT SERVICES, INC	741.75			07/29/24
						CAFE ADMIN FEE-JUN'24				
						ACCOUNT TOTAL	741.75	.00	741.75	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	19.69			07/16/24
						POC#8031880-REPL.POSTAGE				
						05/10/24-07/11/24				
						ACCOUNT TOTAL	19.69	.00	19.69	
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2223		12/24	AP	07/15/24	0007547	ISOLVED BENEFIT SERVICES, INC	12.59			07/29/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	12.59	.00	12.59	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	30.72			07/16/24
						POC#8031880-REPL.POSTAGE				
						05/10/24-07/11/24				
						ACCOUNT TOTAL	30.72	.00	30.72	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2223		12/24	AP	07/02/24	0007562	PROFESSIONAL SOLUTIONS	115.75			07/29/24
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	115.75	.00	115.75	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										

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 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423	57	89-34		01/25	0400338	MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. LIVING CHARACTERS	450.00			07/10/24
				07/04/24	0400338	RAY 2RMB 20TH ANNIVERSARY BALLOON ARTISTS				
						ACCOUNT TOTAL	450.00	.00	450.00	
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE										
2220				12/24	0400353	OPERATING SUPPLIES / POSTAGE CMRS-POC	2.56			07/16/24
				07/11/24	0400353	POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	2.56	.00	2.56	
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.										
2220				12/24	0400353	PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS. CMRS-POC	1.92			07/16/24
				07/11/24	0400353	POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						PROJECT#: 014000				
						ACCOUNT TOTAL	1.92	.00	1.92	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2220				12/24	0400353	OFFICE SUPPLIES / OFFICE SUPPLIES CMRS-POC	1.28			07/16/24
				07/11/24	0400353	POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	1.28	.00	1.28	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
2220				12/24	0400353	HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE CMRS-POC	6.40			07/16/24
				07/11/24	0400353	POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	6.40	.00	6.40	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
106				01/25	0400360	PROFESSIONAL SERVICES / RECORDING FEES BLACK HAWK CO.RECORDER	27.00			07/22/24
				07/19/24	0400360	RCD:RESOLUTION #23,703 HESSE QUIT CLAIM DEED				
106				01/25	0400360	BLACK HAWK CO.RECORDER	5.00			07/22/24
				07/19/24	0400360	RCD:DEED FEE-HESSE				
106				01/25	0400359	BLACK HAWK CO.RECORDER	22.00			07/22/24
				07/18/24	0400359	RCD:HUNEMULLER SUB.AGRMT.				
						ACCOUNT TOTAL	54.00	.00	54.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
2236				12/24	0400385	MISCELLANEOUS SERVICES / CONTINGENCY CEDAR FALLS UTILITIES	168.00			07/26/24
				07/05/24	0400385	UTILITIES THRU 07/05/24				

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY						continued				
2223		12/24	AP	07/02/24	0007553	PROFESSIONAL SOLUTIONS	55.28			07/29/24
						JUNE CREDIT CARD FEES				
ACCOUNT TOTAL							223.28	.00	223.28	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2211		12/24	AP	07/05/24	0400336	GROUNDWORKS OPERATIONS, LLC	140.00			07/10/24
						REFUND-BUILDING PERMIT #24-2554-CANCELLED PROJ.				
138		01/25	AP	07/22/24	0400376	NAGLE SIGNS INC.	83.00			07/24/24
						REFUND-SIGN PERMIT #24-2634-INCORRECT INFO.				
138		01/25	AP	07/09/24	0400382	STURGIS FALLS CELEBRATION, IN	140.00			07/24/24
						REFUND-OVRPMT.PICNIC TBL. CHARGED 100-REC'D 86				
ACCOUNT TOTAL							363.00	.00	363.00	
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	4.08			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
ACCOUNT TOTAL							4.08	.00	4.08	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
82		01/25	AP	07/15/24	0400352	CEDAR FALLS MUNICIPAL BAND	148.90			07/16/24
						PROPERTY TAX PAYMENT				
ACCOUNT TOTAL							148.90	.00	148.90	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	363.07			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
ACCOUNT TOTAL							363.07	.00	363.07	
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	206.55			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
ACCOUNT TOTAL							206.55	.00	206.55	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2223		12/24	AP	07/02/24	0007557	PROFESSIONAL SOLUTIONS	1,154.57			07/29/24
						JUNE CREDIT CARD FEES				
2223		12/24	AP	07/02/24	0007558	PROFESSIONAL SOLUTIONS	762.69			07/29/24

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 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 12/2024

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			
JUNE CREDIT CARD FEES										
ACCOUNT TOTAL							1,917.26	.00	1,917.26	
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24 AP		07/11/24	0400353	CMRS-POC	119.74			07/16/24
POC#8031880-REPL.POSTAGE 05/10/24-07/11/24										
ACCOUNT TOTAL							119.74	.00	119.74	
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2223		12/24 AP		07/15/24	0007547	ISOLVED BENEFIT SERVICES, INC	4.68			07/29/24
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							4.68	.00	4.68	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2220		12/24 AP		07/11/24	0400353	CMRS-POC	209.92			07/16/24
POC#8031880-REPL.POSTAGE 05/10/24-07/11/24										
ACCOUNT TOTAL							209.92	.00	209.92	
101-2253-423.85-01 UTILITIES / UTILITIES										
2236		12/24 AP		07/05/24	0400385	CEDAR FALLS UTILITIES	6,136.93			07/26/24
UTILITIES THRU 07/05/24										
ACCOUNT TOTAL							6,136.93	.00	6,136.93	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
2236		12/24 AP		07/05/24	0400385	CEDAR FALLS UTILITIES	19,005.29			07/26/24
UTILITIES THRU 07/05/24										
ACCOUNT TOTAL							19,005.29	.00	19,005.29	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2216		12/24 AP		07/11/24	0400346	MARIA SCHOEBELEN	25.00			07/12/24
REFUND-ELECTRICITY DEP.										
2211		12/24 AP		07/03/24	0400339	NORTH CEDAR BAPTIST CHURCH	25.00			07/10/24
REFUND-ELECTRICITY DEP.										
138		01/25 AP		07/22/24	0400366	AARON LALEHZARIAN	25.00			07/24/24
REFUND-ELECTRICITY DEP. NO LONGER CHARGING FY25										
138		01/25 AP		07/21/24	0400374	JENNIFER SCHREIBER	75.00			07/24/24
REFUND-ELECTRICITY DEP. NO LONGER CHARGING FY25										

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 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS						continued				
106		01/25	AP	07/17/24	0400362	GABRIELA HERNANDEZ FLOODING	275.00			07/22/24
82		01/25	AP	07/12/24	0400350	BRIANA ALEXANDRES FLOODING	775.00			07/16/24
82		01/25	AP	07/11/24	0400356	MICHAEL HENFING FLOODING	1,380.00			07/16/24
65		01/25	AP	07/09/24	0400347	OLIVIA ANDERA SKYLAR	21.60			07/12/24
57		01/25	AP	07/08/24	0400340	NORTH CEDAR BAPTIST CHURCH NO LONGER CHARGING FY25	25.00			07/10/24
57		01/25	AP	07/08/24	0400342	SARAH COSE	2.10			07/10/24
						REFUND-SALES TAX ON MEMB.				
						ACCOUNT TOTAL	2,628.70	.00		2,628.70
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2223		12/24	AP	07/02/24	0007560	PROFESSIONAL SOLUTIONS	1,163.92			07/29/24
						JUNE CREDIT CARD FEES				
2223		12/24	AP	07/02/24	0007561	PROFESSIONAL SOLUTIONS	2,399.10			07/29/24
						JUNE CREDIT CARD FEES				
2223		12/24	AP	07/02/24	0007563	PROFESSIONAL SOLUTIONS	2,917.40			07/29/24
						JUNE CREDIT CARD FEES				
2223		12/24	AP	07/02/24	0007554	PROFESSIONAL SOLUTIONS	1,693.41			07/29/24
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	8,173.83	.00		8,173.83
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	22.24			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	22.24	.00		22.24
101-2280-423.85-01 UTILITIES / UTILITIES										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	774.39			07/26/24
						UTILITIES THRU 07/05/24				
						ACCOUNT TOTAL	774.39	.00		774.39
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
138		01/25	AP	07/23/24	0400380	ROXANNA WAGNER-PARECKI	500.00			07/24/24
						REFUND-SECURITY DEPOSIT				
						ACCOUNT TOTAL	500.00	.00		500.00

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
2223		12/24	AP	07/02/24	0007555	PROFESSIONAL SOLUTIONS	125.29			07/29/24
						JUNE CREDIT CARD FEES				
2223		12/24	AP	07/02/24	0007554	PROFESSIONAL SOLUTIONS	16.73			07/29/24
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	142.02	.00		142.02
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2223		12/24	AP	07/15/24	0007547	ISOLVED BENEFIT SERVICES, INC	27.84			07/29/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	27.84	.00		27.84
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	522.24			07/16/24
						POC#8031880-REPL.POSTAGE				05/10/24-07/11/24
						ACCOUNT TOTAL	522.24	.00		522.24
101-4511-414.85-01 UTILITIES / UTILITIES										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	1,051.31			07/26/24
						UTILITIES THRU 07/05/24				
2216		12/24	AP	06/25/24	0400345	CEDAR FALLS UTILITIES	2,581.91			07/12/24
						UTILITIES THRU 06/25/24				
						ACCOUNT TOTAL	3,633.22	.00		3,633.22
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2223		12/24	AP	07/15/24	0007547	ISOLVED BENEFIT SERVICES, INC	485.49			07/29/24
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	485.49	.00		485.49
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	168.19			07/26/24
						UTILITIES THRU 07/05/24				
2216		12/24	AP	06/25/24	0400345	CEDAR FALLS UTILITIES	39.42			07/12/24
						UTILITIES THRU 06/25/24				
						ACCOUNT TOTAL	207.61	.00		207.61
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
138		01/25	AP	07/16/24	0400378	PURDY, TROY	42.77			07/24/24

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued					
		RMB:OPT.EQUIP.-MULTI-TOOL				AMAZON.COM					
138		01/25 AP		07/06/24	0400370	COPP, CHRIS	172.23			07/24/24	
		RMB:OPT.EQUIP.-MULTI-TOOL				LEATHERMAN.COM					
138		01/25 AP		07/01/24	0400375	MANTERNACH, KYLE	34.24			07/24/24	
		RMB:OPT.EQUIP-TOURN.POUCH				FLEET FARM					
		ACCOUNT TOTAL						249.24	.00		249.24
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM											
138		01/25 AP		07/02/24	0400367	BUCK, MATT	69.55			07/24/24	
		RMB:UNIFORM ALLOWANCE				FLEET FARM					
		ACCOUNT TOTAL						69.55	.00		69.55
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE											
2220		12/24 AP		07/11/24	0400353	CMRS-POC	115.17			07/16/24	
		POC#8031880-REPL.POSTAGE									05/10/24-07/11/24
		ACCOUNT TOTAL						115.17	.00		115.17
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
2211		12/24 AP		06/21/24	0400333	BALTES, THOMAS	24.15			07/10/24	
		RMB:MEALS-ARIDE TRAINING				WATERLOO					
2225		12/24 AP		06/21/24	0400358	ZIKUDA, HANNA	18.32			07/18/24	
		RMB:MEALS-ARIDE TRAINING				WATERLOO					
		ACCOUNT TOTAL						42.47	.00		42.47
101-5521-415.85-01 UTILITIES / UTILITIES											
2216		12/24 AP		06/25/24	0400345	CEDAR FALLS UTILITIES	2,328.81			07/12/24	
		UTILITIES THRU 06/25/24									
		ACCOUNT TOTAL						2,328.81	.00		2,328.81
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS											
2216		12/24 AP		06/25/24	0400345	CEDAR FALLS UTILITIES	55.10			07/12/24	
		UTILITIES THRU 06/25/24									
		ACCOUNT TOTAL						55.10	.00		55.10
101-5521-415.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES											
2223		12/24 AP		07/02/24	0007552	PROFESSIONAL SOLUTIONS	126.97			07/29/24	
		JUNE CREDIT CARD FEES									

PREPARED 07/30/2024, 14:02:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
2223		12/24	AP	07/02/24	0007553	PROFESSIONAL SOLUTIONS	3.06			07/29/24
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	130.03	.00		130.03
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2234		12/24	AP	06/26/24	0400371	CREIGHTON, RASDASHEIN JOVAN	221.47			07/24/24
						RMB:UNIFORM ALLOWANCE AMAZON.COM				
2234		12/24	AP	06/25/24	0400381	SCHWAN, KENDALL	172.94			07/24/24
						RMB:UNIFORM ALLOWANCE AMBERJACK				
2234		12/24	AP	06/23/24	0400383	TEJEDA-GASCA, STEPHANIE	166.86			07/24/24
						RMB:UNIFORM ALLOWANCE AMAZON.COM				
2234		12/24	AP	06/14/24	0400379	REA, KARI	79.85			07/24/24
						RMB:UNIFORM ALLOWANCE UNDER ARMOUR				
2234		12/24	AP	06/14/24	0400379	REA, KARI	53.48			07/24/24
						RMB:UNIFORM ALLOWANCE NIKE				
2234		12/24	AP	06/12/24	0400379	REA, KARI	37.45			07/24/24
						RMB:UNIFORM ALLOWANCE DICK'S SPORTING GOODS				
138		01/25	AP	07/17/24	0400368	CARMAN, GAVIN	117.69			07/24/24
						RMB:UNIFORM ALLOWANCE BROWN'S SHOE FIT COMPANY				
138		01/25	AP	07/17/24	0400384	ZIKUDA, HANNA	35.32			07/24/24
						RMB:UNIFORM ALLOWANCE VARSITY CLEANERS-ALTERAT.				
138		01/25	AP	07/16/24	0400378	PURDY, TROY	117.70			07/24/24
						RMB:UNIFORM ALLOWANCE AMAZON.COM				
138		01/25	AP	07/10/24	0400377	O'NEILL, DENNIS	184.52			07/24/24
						RMB:UNIFORM ALLOWANCE MENSWEARHOUSE.COM				
138		01/25	AP	07/07/24	0400373	JANIKOWSKI, KYLE	55.63			07/24/24
						RMB:UNIFORM ALLOWANCE WOLVERINE.COM				
138		01/25	AP	07/02/24	0400377	O'NEILL, DENNIS	187.20			07/24/24
						RMB:UNIFORM ALLOWANCE MENSWEARHOUSE.COM				
138		01/25	AP	07/01/24	0400373	JANIKOWSKI, KYLE	89.02			07/24/24
						RMB:UNIFORM ALLOWANCE GALLS.COM				
						ACCOUNT TOTAL	1,519.13	.00		1,519.13
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	4.08			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	4.08	.00		4.08
101-6613-433.85-01 UTILITIES / UTILITIES										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	251.65			07/26/24
						UTILITIES THRU 07/05/24				
2216		12/24	AP	06/25/24	0400345	CEDAR FALLS UTILITIES	174.33			07/12/24
						UTILITIES THRU 06/25/24				

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6613-433.85-01 UTILITIES / UTILITIES						continued				
ACCOUNT TOTAL							425.98	.00	425.98	
101-6616-446.85-01 UTILITIES / UTILITIES										
2236		12/24 AP		07/05/24	0400385	CEDAR FALLS UTILITIES	3,337.88			07/26/24
UTILITIES THRU 07/05/24										
2216		12/24 AP		06/25/24	0400345	CEDAR FALLS UTILITIES	803.24			07/12/24
UTILITIES THRU 06/25/24										
ACCOUNT TOTAL							4,141.12	.00	4,141.12	
101-6623-423.85-01 UTILITIES / UTILITIES										
2236		12/24 AP		07/05/24	0400385	CEDAR FALLS UTILITIES	550.27			07/26/24
UTILITIES THRU 07/05/24										
ACCOUNT TOTAL							550.27	.00	550.27	
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2223		12/24 AP		07/15/24	0007547	ISOLVED BENEFIT SERVICES, INC	18.81			07/29/24
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							18.81	.00	18.81	
101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24 AP		07/11/24	0400353	CMRS-POC	456.26			07/16/24
POC#8031880-REPL.POSTAGE 05/10/24-07/11/24										
ACCOUNT TOTAL							456.26	.00	456.26	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
2211		12/24 AP		07/01/24	0400335	CENTURYLINK	71.16			07/10/24
CEDAR RIVER GAUGE-JUN'24										
ACCOUNT TOTAL							71.16	.00	71.16	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2220		12/24 AP		07/11/24	0400353	CMRS-POC	39.36			07/16/24
POC#8031880-REPL.POSTAGE 05/10/24-07/11/24										
2220		12/24 AP		06/26/24	0400349	BLACK HAWK RENTAL	588.50			07/16/24
TRENCHER RENTAL REISSUE CK#146864										
ACCOUNT TOTAL							627.86	.00	627.86	

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.85-01 UTILITIES / UTILITIES										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	2,186.24			07/26/24
UTILITIES THRU 07/05/24										
2216		12/24	AP	06/25/24	0400345	CEDAR FALLS UTILITIES	702.50			07/12/24
UTILITIES THRU 06/25/24										
ACCOUNT TOTAL							2,888.74	.00	2,888.74	
FUND TOTAL							78,748.13	.00	78,748.13	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
82		01/25	AP	07/15/24	0400354	DEBT SERVICE	16,651.48			07/16/24
PROPERTY TAX PAYMENT										
82		01/25	AP	07/15/24	0400351	CAPITAL PROJECTS FUND	7,809.77			07/16/24
PROPERTY TAX PAYMENT										
82		01/25	AP	07/15/24	0400351	CAPITAL PROJECTS FUND	66.07			07/16/24
PROPERTY TAX PAYMENT										
82		01/25	AP	07/15/24	0400351	CAPITAL PROJECTS FUND	26,747.20			07/16/24
PROPERTY TAX PAYMENT										
ACCOUNT TOTAL							51,274.52	.00	51,274.52	
FUND TOTAL							51,274.52	.00	51,274.52	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2223		12/24	AP	07/15/24	0007547	ISOLVED BENEFIT SERVICES, INC	850.25			07/29/24
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							850.25	.00	850.25	
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	173.01			07/26/24
UTILITIES THRU 07/05/24										
ACCOUNT TOTAL							173.01	.00	173.01	
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	11.52			07/16/24
POC#8031880-REPL.POSTAGE 05/10/24-07/11/24										
ACCOUNT TOTAL							11.52	.00	11.52	

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32						OTHER SUPPLIES / STREETS				
2220		12/24	AP	06/24/24	0400349	BLACK HAWK RENTAL	127.68			07/16/24
						PROPANE FOR PRO PATCHER				
						REISSUE CK#146864				
						ACCOUNT TOTAL	127.68	.00	127.68	
206-6637-436.85-01 UTILITIES / UTILITIES										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	268.56			07/26/24
						UTILITIES THRU 07/05/24				
2216		12/24	AP	06/25/24	0400345	CEDAR FALLS UTILITIES	1,743.26			07/12/24
						UTILITIES THRU 06/25/24				
						ACCOUNT TOTAL	2,011.82	.00	2,011.82	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2220		12/24	AP	07/11/24	0400353	CMRS-POC	7.47			07/16/24
						POC#8031880-REPL.POSTAGE				
						05/10/24-07/11/24				
						ACCOUNT TOTAL	7.47	.00	7.47	
206-6647-436.85-01 UTILITIES / UTILITIES										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	1,114.20			07/26/24
						UTILITIES THRU 07/05/24				
2216		12/24	AP	06/25/24	0400345	CEDAR FALLS UTILITIES	2,558.23			07/12/24
						UTILITIES THRU 06/25/24				
						ACCOUNT TOTAL	3,672.43	.00	3,672.43	
						FUND TOTAL	6,854.18	.00	6,854.18	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-99						OPERATING SUPPLIES / POSTAGE				
2220		12/24	AP	07/11/24	0040406	CMRS-POC	274.79			07/16/24
						POC#8031880-REPL.POSTAGE				
						05/10/24-07/11/24				
						ACCOUNT TOTAL	274.79	.00	274.79	
						FUND TOTAL	274.79	.00	274.79	

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-99						OPERATING SUPPLIES / POSTAGE				
2220		12/24	AP	07/11/24	0004895	CMRS-POC	3.20			07/16/24
					POC#8031880-REPL.POSTAGE	05/10/24-07/11/24				
ACCOUNT TOTAL							3.20	.00	3.20	
FUND TOTAL							3.20	.00	3.20	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25						STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON				
2220		12/24	AP	07/15/24	0400348	BLACK HAWK CO.RECORDER	27.00			07/16/24
					3271-N.CEDAR HEIGHTS PHII	REESE/YOUNG WARRANTY DEED				
PROJECT#:					023271					
2220		12/24	AP	07/15/24	0400348	BLACK HAWK CO.RECORDER	5.00			07/16/24
					3271-N.CEDAR HEIGHTS PHII	DEED FEE-REISSUE CK400334				
PROJECT#:					023271					
2220		12/24	AP	07/15/24	0400348	BLACK HAWK CO.RECORDER	5.00			07/16/24
					3271-N.CEDAR HEIGHTS PHII	DEED FEE-REISSUE CK400334				
PROJECT#:					023271					
2220		12/24	AP	07/15/24	0400348	BLACK HAWK CO.RECORDER	22.00			07/16/24
					3271-N.CEDAR HEIGHTS PHII	CORPMAN WARRANTY DEED				
PROJECT#:					023271					
2211		12/24	AP	07/09/24	0400334	BLACK HAWK CO.RECORDER	27.00			07/10/24
					3271-N.CEDAR HEIGHTS PHII	REESE/YOUNG WARRANTY DEED				
PROJECT#:					023271					
2211		12/24	AP	07/09/24	0400334	BLACK HAWK CO.RECORDER	5.00			07/10/24
					3271-N.CEDAR HEIGHTS PHII	REESE/YOUNG DEED FEE				
PROJECT#:					023271					
2211		12/24	AP	07/09/24	0400334	BLACK HAWK CO.RECORDER	22.00			07/10/24
					3271-N.CEDAR HEIGHTS PHII	GRECO WARRANTY DEED				
PROJECT#:					023271					
2211		12/24	AP	07/09/24	0400334	BLACK HAWK CO.RECORDER	5.00			07/10/24
					3271-N.CEDAR HEIGHTS PHII	GRECO DEED FEE				
PROJECT#:					023271					
2211		12/24	AP	07/09/24	0400334	BLACK HAWK CO.RECORDER	22.00			07/10/24
					3271-N.CEDAR HEIGHTS PHII	CORPMAN WARRANTY DEED				
PROJECT#:					023271					
2211		12/24	AP	07/09/24	0400334	BLACK HAWK CO.RECORDER	5.00			07/10/24
					3271-N.CEDAR HEIGHTS PHII	CORPMAN DEED FEE				
PROJECT#:					023271					
106		01/25	AP	07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00			07/22/24
					3271-N.CEDAR HEIGHTS PHII	TEMP.EASE.-FAIRHURST #100				
PROJECT#:					023271					
106		01/25	AP	07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00			07/22/24
					3271-N.CEDAR HEIGHTS PHII	TEMP.EASE.-VASQUEZ #101				
PROJECT#:					023271					
106		01/25	AP	07/18/24	0400359	BLACK HAWK CO.RECORDER	37.00			07/22/24

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON						continued				
3271-N.CEDAR HEIGHTS PHII						TEMP.EASE.-TWITCHELL #102				
PROJECT#:		023271								
106		01/25 AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00		07/22/24	
3271-N.CEDAR HEIGHTS PHII						TEMP.EASE.-YEZEK #103				
PROJECT#:		023271								
106		01/25 AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00		07/22/24	
3271-N.CEDAR HEIGHTS PHII						TEMP.EASE.-SEELYE #104				
PROJECT#:		023271								
106		01/25 AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00		07/22/24	
3271-N.CEDAR HEIGHTS PHII						TEMP.EASE.-HARBACH #105				
PROJECT#:		023271								
106		01/25 AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00		07/22/24	
3271-N.CEDAR HEIGHTS PHII						TEMP.EASE.-ANDERSEN #106				
PROJECT#:		023271								
106		01/25 AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00		07/22/24	
3271-N.CEDAR HEIGHTS PHII						TEMP.EASE.-HALL #109				
PROJECT#:		023271								
106		01/25 AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00		07/22/24	
3271-N.CEDAR HEIGHTS PHII						TEMP.EASE.-SCHRAGE #110				
PROJECT#:		023271								
57		01/25 AP		07/09/24	0400337	LIND HUNEMULLER	795.00		07/10/24	
3271-PARCEL#222-N.CDR.HGT						PH.II-TEMP/PERM EASEMENTS				
PROJECT#:		023271								
152		01/25 AP		06/25/24	0400387	MICHAEL & KIMBERLY FRANK	8,327.00		07/26/24	
3271-PARCEL#214-N.CDR.HGT						CONDEM.556-REISSUE#400255				
PROJECT#:		023271								
ACCOUNT TOTAL							9,560.00	.00	9,560.00	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
106		01/25 AP		07/18/24	0400364	2C PROPERTIES, LLC	400.00		07/22/24	
3283-PCL#29-MAIN ST.RECON						TEMP.EASEMENT				
PROJECT#:		023283								
106		01/25 AP		07/18/24	0400365	2C PROPERTIES, LLC	4,366.00		07/22/24	
3283-PCL#30-MAIN ST.RECON						TEMP.EASEMENT				
PROJECT#:		023283								
106		01/25 AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	27.00		07/22/24	
3283-MAIN ST. RECONSTRUCT						2C PROPERTIES-TEMP.EASE.				
PROJECT#:		023283								
106		01/25 AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	27.00		07/22/24	
3283-MAIN ST. RECONSTRUCT						2C PROPERTIES-TEMP.EASE.				
PROJECT#:		023283								
ACCOUNT TOTAL							4,820.00	.00	4,820.00	
FUND TOTAL							14,380.00	.00	14,380.00	

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT -----
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2220		12/24	AP	07/11/24	0400353	CMRS-POC	20.08		07/16/24
						POC#8031880-REPL.POSTAGE			05/10/24-07/11/24
2223		12/24	AP	07/02/24	0007553	PROFESSIONAL SOLUTIONS	1.97		07/29/24
						JUNE CREDIT CARD FEES			
						ACCOUNT TOTAL	22.05	.00	22.05
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
97		01/25	AP	07/09/24	0400357	OLSEN, DANIEL P	200.00		07/18/24
						CABLE PULL LIFT OPERATOR			CAMERA OPERATOR
						ACCOUNT TOTAL	200.00	.00	200.00
						FUND TOTAL	222.05	.00	222.05
FUND 258 PARKING FUND									
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE									
2220		12/24	AP	07/11/24	0400353	CMRS-POC	3.84		07/16/24
						POC#8031880-REPL.POSTAGE			05/10/24-07/11/24
						ACCOUNT TOTAL	3.84	.00	3.84
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	16.80		07/26/24
						UTILITIES THRU 07/05/24			
						ACCOUNT TOTAL	16.80	.00	16.80
258-5531-435.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2223		12/24	AP	07/02/24	0007549	PROFESSIONAL SOLUTIONS	277.86		07/29/24
						JUNE CREDIT CARD FEES			
2223		12/24	AP	07/02/24	0007550	PROFESSIONAL SOLUTIONS	167.20		07/29/24
						JUNE CREDIT CARD FEES			
2223		12/24	AP	07/02/24	0007551	PROFESSIONAL SOLUTIONS	110.62		07/29/24
						JUNE CREDIT CARD FEES			
2223		12/24	AP	07/02/24	0007553	PROFESSIONAL SOLUTIONS	50.10		07/29/24
						JUNE CREDIT CARD FEES			
						ACCOUNT TOTAL	605.78	.00	605.78
						FUND TOTAL	626.42	.00	626.42

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
2220		12/24	AP	07/11/24	0400353	261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE CMRS-POC	112.28			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	112.28	.00	112.28	
261-2291-423.85-01 UTILITIES / UTILITIES										
2216		12/24	AP	06/25/24	0400345	261-2291-423.85-01 UTILITIES / UTILITIES CEDAR FALLS UTILITIES	619.81			07/12/24
						UTILITIES THRU 06/25/24				
						ACCOUNT TOTAL	619.81	.00	619.81	
261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2223		12/24	AP	07/02/24	0007556	261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES PROFESSIONAL SOLUTIONS	105.38			07/29/24
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	105.38	.00	105.38	
						FUND TOTAL	837.47	.00	837.47	
FUND 262 SENIOR SERVICES & COMM CT										
2220		12/24	AP	07/11/24	0400353	262-1092-423.72-99 OPERATING SUPPLIES / POSTAGE CMRS-POC	3.20			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	3.20	.00	3.20	
262-1092-423.85-01 UTILITIES / UTILITIES										
2236		12/24	AP	07/05/24	0400385	262-1092-423.85-01 UTILITIES / UTILITIES CEDAR FALLS UTILITIES	127.40			07/26/24
						UTILITIES THRU 07/05/24				
						ACCOUNT TOTAL	127.40	.00	127.40	
262-1092-423.87-01 RENTALS / RENTALS										
2234		12/24	AP	07/05/24	0400372	262-1092-423.87-01 RENTALS / RENTALS DAVE BRANDT	250.00			07/24/24
						REFUND-SECURITY DEPOSIT				
						ACCOUNT TOTAL	250.00	.00	250.00	
						FUND TOTAL	380.60	.00	380.60	

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 291 POLICE FORFEITURE FUND											
FUND 292 POLICE RETIREMENT FUND											
292-5521-415.54-01			WORKERS COMP / POLICE				WORKERS COMP				
2223		12/24	AP		07/08/24	0007539	EMC RISK SERVICES, LLC	225.00			07/29/24
2223		12/24	AP		07/08/24	0007539	EMC RISK SERVICES, LLC	3,273.64			07/29/24
							WORKER COMP-POLICE CLAIM				
							ACCOUNT TOTAL	3,498.64	.00	3,498.64	
							FUND TOTAL	3,498.64	.00	3,498.64	
FUND 293 FIRE RETIREMENT FUND											
293-4511-414.54-02			WORKERS COMP / FIRE				WORKERS COMP				
2223		12/24	AP		07/08/24	0007539	EMC RISK SERVICES, LLC	6,831.85			07/29/24
							WORKER COMP-FIRE CLAIM				
							ACCOUNT TOTAL	6,831.85	.00	6,831.85	
							FUND TOTAL	6,831.85	.00	6,831.85	
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											
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				
2236		12/24	AP		07/05/24	0400385	CEDAR FALLS UTILITIES	15.98			07/26/24
							UTILITIES THRU 07/05/24				
							ACCOUNT TOTAL	15.98	.00	15.98	
430-1220-431.97-96			TIF BOND PROJECTS /				PRAIRIE PRKWY & VIKING RD				
106		01/25	AP		07/18/24	0400363	TIGER LILY INVESTMENTS, LLC	5,670.00			07/22/24
							TEMP.EASEMENT				
PROJECT#:							023308				
106		01/25	AP		07/18/24	0400359	BLACK HAWK CO.RECORDER	32.00			07/22/24
							TIGER LILY INV.TEMP.EASE.				

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430 TIF BOND									
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWAY & VIKING RD						continued			
PROJECT#: 023308									
ACCOUNT TOTAL						5,702.00	.00	5,702.00	
FUND TOTAL						5,717.98	.00	5,717.98	
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2024 BOND									
FUND 435 1999 TIF									
FUND 436 2016 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND									
FUND 439 2022 BOND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.92-27 STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS									
2220 12/24 AP 06/20/24 0400349 BLACK HAWK RENTAL						963.00			07/16/24
PROJECT#: SHEEPS FOOT-COLUMBARIUM BCKFILL-REISSUE CK#146864									
PROJECT#: 062523									
ACCOUNT TOTAL						963.00	.00	963.00	
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION									
2236 12/24 AP 07/05/24 0400385 CEDAR FALLS UTILITIES						131.85			07/26/24
UTILITIES THRU 07/05/24									
ACCOUNT TOTAL						131.85	.00	131.85	
FUND TOTAL						1,094.85	.00	1,094.85	
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									

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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									
551-0000-213.00-00					CURRENT LIABILITY / SALES TAX PAYABLE				
2223		12/24	AP	07/09/24	0007543 IOWA DEPT.OF REVENUE	218.77			07/29/24
					MONTHLY SALES TAX COMMERCIAL GARBAGE A/R				
ACCOUNT TOTAL						218.77	.00	218.77	
551-6675-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2223		12/24	AP	07/15/24	0007547 ISOLVED BENEFIT SERVICES, INC	70.92			07/29/24
					HEALTH INS. REIMBURSEMENT				
ACCOUNT TOTAL						70.92	.00	70.92	
551-6675-436.72-99 OPERATING SUPPLIES / POSTAGE									
2220		12/24	AP	07/11/24	0400353 CMRS-POC	69.41			07/16/24
					POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
ACCOUNT TOTAL						69.41	.00	69.41	
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE									
2220		12/24	AP	07/11/24	0400353 CMRS-POC	86.40			07/16/24
					POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
ACCOUNT TOTAL						86.40	.00	86.40	
551-6685-436.85-01 UTILITIES / UTILITIES									
2236		12/24	AP	07/05/24	0400385 CEDAR FALLS UTILITIES	1,150.59			07/26/24
					UTILITIES THRU 07/05/24				
2216		12/24	AP	06/25/24	0400345 CEDAR FALLS UTILITIES	1,743.26			07/12/24
					UTILITIES THRU 06/25/24				
ACCOUNT TOTAL						2,893.85	.00	2,893.85	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
2216		12/24	AP	06/25/24	0400345 CEDAR FALLS UTILITIES	6,603.33			07/12/24
					UTILITIES THRU 06/25/24				
ACCOUNT TOTAL						6,603.33	.00	6,603.33	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
2216		12/24	AP	06/30/24	0400344 BLACK HAWK CO.LANDFILL	24,402.07			07/12/24

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN							continued			
LANDFILL SRV:6/17-6/29/24										
ACCOUNT TOTAL							24,402.07	.00	24,402.07	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
2223		12/24 AP		07/09/24	0007543	IOWA DEPT.OF REVENUE	191.28			07/29/24
MONTHLY SALES TAX COMMERCIAL GARBAGE										
ACCOUNT TOTAL							191.28	.00	191.28	
551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2223		12/24 AP		07/02/24	0007559	PROFESSIONAL SOLUTIONS	642.01			07/29/24
JUNE CREDIT CARD FEES										
2223		12/24 AP		07/02/24	0007553	PROFESSIONAL SOLUTIONS	76.74			07/29/24
JUNE CREDIT CARD FEES										
ACCOUNT TOTAL							718.75	.00	718.75	
FUND TOTAL							35,254.78	.00	35,254.78	
FUND 552 SEWER RENTAL FUND										
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2223		12/24 AP		07/02/24	0007553	PROFESSIONAL SOLUTIONS	3.28			07/29/24
JUNE CREDIT CARD FEES										
ACCOUNT TOTAL							3.28	.00	3.28	
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
2220		12/24 AP		07/11/24	0400353	CMRS-POC	22.48			07/16/24
POC#8031880-REPL.POSTAGE 05/10/24-07/11/24										
2220		12/24 AP		07/11/24	0400353	CMRS-POC	9.60			07/16/24
POC#8031880-REPL.POSTAGE 05/10/24-07/11/24										
ACCOUNT TOTAL							32.08	.00	32.08	
552-6665-436.85-01 UTILITIES / UTILITIES										
2236		12/24 AP		07/05/24	0400385	CEDAR FALLS UTILITIES	7,617.14			07/26/24
UTILITIES THRU 07/05/24										
2236		12/24 AP		07/05/24	0400385	CEDAR FALLS UTILITIES	14,790.04			07/26/24
UTILITIES THRU 07/05/24										
2216		12/24 AP		06/25/24	0400345	CEDAR FALLS UTILITIES	3,015.95			07/12/24
UTILITIES THRU 06/25/24										
ACCOUNT TOTAL							25,423.13	.00	25,423.13	

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.86-33						REPAIR & MAINTENANCE / SLUDGE REMOVAL				
2216		12/24	AP	06/30/24	0400344	BLACK HAWK CO.LANDFILL	193.07			07/12/24
						LANDFILL SRV:6/17-6/29/24				
						ACCOUNT TOTAL	193.07	.00	193.07	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
2216		12/24	AP	06/25/24	0400345	CEDAR FALLS UTILITIES	6,603.33			07/12/24
						UTILITIES THRU 06/25/24				
						ACCOUNT TOTAL	6,603.33	.00	6,603.33	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
2223		12/24	AP	07/09/24	0007543	IOWA DEPT.OF REVENUE	11,413.00			07/29/24
						MONTHLY SALES TAX COMMERCIAL SEWER				
						ACCOUNT TOTAL	11,413.00	.00	11,413.00	
						FUND TOTAL	43,667.89	.00	43,667.89	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2220		12/24	AP	07/11/24	0400353	CMRS-POC	3.84			07/16/24
						POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
						ACCOUNT TOTAL	3.84	.00	3.84	
555-6630-432.85-01 UTILITIES / UTILITIES										
2236		12/24	AP	07/05/24	0400385	CEDAR FALLS UTILITIES	49.44			07/26/24
						UTILITIES THRU 07/05/24				
						ACCOUNT TOTAL	49.44	.00	49.44	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
2216		12/24	AP	06/25/24	0400345	CEDAR FALLS UTILITIES	6,603.33			07/12/24
						UTILITIES THRU 06/25/24				
						ACCOUNT TOTAL	6,603.33	.00	6,603.33	
						FUND TOTAL	6,656.61	.00	6,656.61	

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01				12/24 AP 07/11/24	OPERATING SUPPLIES / OPERATING SUPPLIES CMRS-POC	72.11			07/16/24
2220					POC#8031880-REPL.POSTAGE 05/10/24-07/11/24				
					ACCOUNT TOTAL	72.11	.00	72.11	
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES									
138				01/25 AP 07/10/24	LIBRARY DOMAIN NAME CEDAR FALLS UTILITIES STATIC IP ADDRESS	10.00			07/24/24
					ACCOUNT TOTAL	10.00	.00	10.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
57				01/25 AP 07/01/24	CITY PHONE SERV.-JUL'24 CENTURYLINK	71.61			07/10/24
					ACCOUNT TOTAL	71.61	.00	71.61	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
138				01/25 AP 07/10/24	FIBER POINT:6/11-7/10/24 CEDAR FALLS UTILITIES	3,257.50			07/24/24
					ACCOUNT TOTAL	3,257.50	.00	3,257.50	
					FUND TOTAL	3,411.22	.00	3,411.22	
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
2223				12/24 AP 07/25/24	COBRA MONTHLY ADMIN FEE WEX HEALTH, INC.	125.40			07/29/24
2223				12/24 AP 07/15/24	HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	369.40			07/29/24
2223				12/24 AP 07/08/24	RX CLAIMS PROCESSING EXPRESS SCRIPTS, INC.	26,421.44			07/29/24
2223				12/24 AP 07/02/24	HEALTH CLAIMS PROCESSING WELLMARK IOWA	71,897.12			07/29/24
2223				12/24 AP 07/01/24	RX CLAIMS PROCESSING EXPRESS SCRIPTS, INC.	12,808.75			07/29/24
					ACCOUNT TOTAL	111,622.11	.00	111,622.11	
					FUND TOTAL	111,622.11	.00	111,622.11	

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
 ACCOUNTING PERIOD 12/2024

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10						INSURANCE / HEALTH SEVERANCE PAYMENTS			
2211		12/24	AP	07/09/24	0400341	REGENOLD, SHARON K.	268.59		07/10/24
						RMB:JUN.2024 HEALTH SEV.			
						ACCOUNT TOTAL	268.59	.00	268.59
						FUND TOTAL	268.59	.00	268.59
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00						PAYROLL LIABILITY / FEDERAL TAXES			
2223		12/24	AP	07/01/24	0007564	UNITED STATES TREASURY	71,283.46		07/29/24
						FEDERAL WITHHOLDING TAX			
2223		12/24	AP	07/01/24	0007565	UNITED STATES TREASURY	11.84		07/29/24
						FEDERAL WITHHOLDING TAX			
						ACCOUNT TOTAL	71,295.30	.00	71,295.30
686-0000-222.02-00						PAYROLL LIABILITY / STATE WITHHOLDING			
2223		12/24	AP	07/02/24	0007544	IOWA DEPT.OF REVENUE	28,792.10		07/29/24
						STATE WITHHOLDING TAX			
						ACCOUNT TOTAL	28,792.10	.00	28,792.10
686-0000-222.03-00						PAYROLL LIABILITY / FICA			
2223		12/24	AP	07/01/24	0007564	UNITED STATES TREASURY	98,879.82		07/29/24
						SS & MQGE/MEDICARE TAX			
2223		12/24	AP	07/01/24	0007565	UNITED STATES TREASURY	104.02		07/29/24
						SS & MQGE/MEDICARE TAX			
						ACCOUNT TOTAL	98,983.84	.00	98,983.84
686-0000-222.04-00						PAYROLL LIABILITY / IPERS			
2223		12/24	AP	07/02/24	0007542	I.P.E.R.S.	157,011.73		07/29/24
						IPERS JUNE 2024			
						ACCOUNT TOTAL	157,011.73	.00	157,011.73
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE			
2223		12/24	AP	07/01/24	0007537	COLLECTION SERVICES CENTER	616.58		07/29/24
						CHILD SUPPORT SERVICES			
						ACCOUNT TOTAL	616.58	.00	616.58

PREPARED 07/30/2024, 14:02:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND										
686-0000-222.14-00						PAYROLL LIABILITY / POLICE & FIRE RETIREMENT				
2223				12/24	AP 07/08/24 0007548	MUNICIPAL FIRE & POLICE RETIR MFPRSI RETIREMENT	168,097.71			07/29/24
						ACCOUNT TOTAL	168,097.71	.00	168,097.71	
FUND 686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES										
2223				12/24	AP 07/25/24 0007545	IOWA WORKFORCE DEVELOPMENT RMB:BENEFITS THRU 6/30/24	3,120.00			07/29/24
						ACCOUNT TOTAL	3,120.00	.00	3,120.00	
						FUND TOTAL	527,917.26	.00	527,917.26	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02						INSURANCE / WORKERS COMP INSURANCE				
2223				12/24	AP 07/08/24 0007539	EMC RISK SERVICES, LLC	1,800.00			07/29/24
2223				12/24	AP 07/08/24 0007539	WORKER COMP ADMIN FEE EMC RISK SERVICES, LLC	784.29			07/29/24
						ACCOUNT TOTAL	2,584.29	.00	2,584.29	
						FUND TOTAL	2,584.29	.00	2,584.29	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05						INSURANCE / LIABILITY INSURANCE				
2228				12/24	AP 07/19/24 0400361	CARMAN, GAVIN RMB:DAMAGE TO VEHICLE DOL:05/17/24	2,625.48			07/22/24
						ACCOUNT TOTAL	2,625.48	.00	2,625.48	
						FUND TOTAL	2,625.48	.00	2,625.48	
FUND 724 TRUST & AGENCY										
724-0000-487.50-01						TRANSFERS OUT / TRANSFERS TO GENERAL FUND				
82				01/25	AP 07/15/24 0400355	GENERAL FUND PROPERTY TAX PAYMENT	8,596.20			07/16/24
						ACCOUNT TOTAL	8,596.20	.00	8,596.20	

PREPARED 07/30/2024, 14:02:49
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
ACCOUNTING PERIOD 12/2024

GROUP	PO	ACCTG	---	TRANSACTION---							CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	DT	BALANCE
FUND 724	TRUST & AGENCY										
					FUND TOTAL		8,596.20	.00			8,596.20
FUND 727	GREENWOOD CEMETERY	P-CARE									
FUND 728	FAIRVIEW CEMETERY	P-CARE									
FUND 729	HILLSIDE CEMETERY	P-CARE									
FUND 790	FLOOD LEVY										
					GRAND TOTAL		913,349.11	.00			913,349.11

COUNCIL INVOICES FOR 08/05/24 MEETING

Item 38.

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
103		02/25 AP	07/22/24		0000000		STOREY KENWORTHY	75.00		07/30/24	
							#9 WINDOW ENVELOPES				
58		02/25 AP	07/12/24		0000000		OFFICE EXPRESS OFFICE PRODUCT	.32		07/30/24	
							FINE TIP PERMANENT MARKER				
58		02/25 AP	07/11/24		0000000		OFFICE EXPRESS OFFICE PRODUCT	3.19		07/30/24	
							11X17 COPY PAPER				
58		02/25 AP	07/11/24		0000000		OFFICE EXPRESS OFFICE PRODUCT	1.74		07/30/24	
							DISH DTRGNT,NOTEBOOK,MRKR				
67		02/25 AP	07/05/24		0000000		ADVANCED BUSINESS SYSTEMS, IN	215.50		07/30/24	
							POSTAGE METER INK				
67		02/25 AP	07/02/24		0000000		STOREY KENWORTHY	27.67		07/30/24	
							#10 REGULAR ENVELOPES				
							ACCOUNT TOTAL	323.42	.00	323.42	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
103		02/25 AP	07/22/24		0000000		STOREY KENWORTHY	5.00		07/30/24	
							#9 WINDOW ENVELOPES				
67		02/25 AP	07/02/24		0000000		STOREY KENWORTHY	2.31		07/30/24	
							#10 REGULAR ENVELOPES				
							ACCOUNT TOTAL	7.31	.00	7.31	
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
67		02/25 AP	08/01/24		0000000		AICPA DUES PROCESSING	350.00		07/30/24	
							FY25 MEMBERSHIP-RODENBECK				
							ACCOUNT TOTAL	350.00	.00	350.00	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
103		02/25 AP	07/22/24		0000000		STOREY KENWORTHY	125.00		07/30/24	
							#9 WINDOW ENVELOPES				
67		02/25 AP	07/02/24		0000000		STOREY KENWORTHY	27.68		07/30/24	
							#10 REGULAR ENVELOPES				
							ACCOUNT TOTAL	152.68	.00	152.68	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
103		02/25 AP	07/22/24		0000000		STOREY KENWORTHY	75.00		07/30/24	
							#9 WINDOW ENVELOPES				
67		02/25 AP	07/02/24		0000000		STOREY KENWORTHY	34.60		07/30/24	
							#10 REGULAR ENVELOPES				
							ACCOUNT TOTAL	109.60	.00	109.60	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	5.00		07/30/24
						#9 WINDOW ENVELOPES			
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	2.31		07/30/24
						#10 REGULAR ENVELOPES			
						ACCOUNT TOTAL	7.31	.00	7.31
101-1038-441.81-50						PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS			
2226		12/24 AP		06/13/24	0000000	MERCYONE OCCUPATIONAL HEALTH	9,380.00		07/30/24
						PRE-EMPLOY.PHYS-MAY'24			
2226		12/24 AP		06/07/24	0000000	ST. LUKE'S WORK WELL SOLUTION	30.00		07/30/24
						PRE-EMPLOYMENT PHYSICAL			
2226		12/24 AP		05/17/24	0000000	MERCYONE OCCUPATIONAL HEALTH	6,360.00		07/30/24
						PRE-EMPLOY.PHYS-APR'24			
						ACCOUNT TOTAL	15,770.00	.00	15,770.00
101-1038-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS			
2226		12/24 AP		06/13/24	0000000	MERCYONE OCCUPATIONAL HEALTH	14,517.00		07/30/24
						POST-EMPLOY.PHYS-MAY'24			
2226		12/24 AP		05/17/24	0000000	MERCYONE OCCUPATIONAL HEALTH	9,577.00		07/30/24
						POST-EMPLOY.PHYS-APR'24			
						ACCOUNT TOTAL	24,094.00	.00	24,094.00
101-1038-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
103		02/25 AP		07/25/24	0000000	DMEC	370.00		07/30/24
						EMPLOYER MEMBERSHIP			
103		02/25 AP		07/25/24	0000000	PUBLIC RISK MANAGEMENT ASSOCI	425.00		07/30/24
						APPLCATION FOR MEMBERSHIP			
						ACCOUNT TOTAL	795.00	.00	795.00
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	5.00		07/30/24
						#9 WINDOW ENVELOPES			
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	2.31		07/30/24
						#10 REGULAR ENVELOPES			
						ACCOUNT TOTAL	7.31	.00	7.31
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS			
2217		12/24 AP		07/10/24	0000000	SWISHER & COHRT, P.L.C.	248.00		07/30/24
						LGL:MISCELLANEOUS MATTERS			
						06/04/24-06/17/24			

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS						continued				
2226				12/24	AP 07/01/24 0000000	REDFERN,MASON,LARSEN & MOORE, LGL:GENERAL MATTERS	125.00		07/30/24	
						06/03/24				
2217				12/24	AP 06/30/24 0000000	AHLERS AND COONEY, P.C.	340.00		07/30/24	
						05/20/24-06/07/24				
67				02/25	AP 08/01/24 0000000	AHLERS AND COONEY, P.C.	3,900.00		07/30/24	
						LEGAL SERVICES-AUGUST'24				
67				02/25	AP 08/01/24 0000000	SWISHER & COHRT, P.L.C.	2,600.00		07/30/24	
						LEGAL SERVICES-AUGUST'24				
						ACCOUNT TOTAL	7,213.00	.00	7,213.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
2217				12/24	AP 07/02/24 0000000	SWISHER & COHRT, P.L.C.	87.50		07/30/24	
						LGL:MISC/JURY TRIAL/APPLS				
						06/11/24				
67				02/25	AP 08/01/24 0000000	SWISHER & COHRT, P.L.C.	1,000.00		07/30/24	
						LEGAL SERVICES-AUGUST'24				
						ACCOUNT TOTAL	1,087.50	.00	1,087.50	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
103				02/25	AP 07/22/24 0000000	STOREY KENWORTHY	5.00		07/30/24	
						#9 WINDOW ENVELOPES				
67				02/25	AP 07/02/24 0000000	STOREY KENWORTHY	2.31		07/30/24	
						#10 REGULAR ENVELOPES				
						ACCOUNT TOTAL	7.31	.00	7.31	
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.										
2226				12/24	AP 05/02/24 0000000	BAAS, TROY	362.50		07/30/24	
						2024 B&I PHOTOGRAPHY				
						PROJECT#: 014000				
						ACCOUNT TOTAL	362.50	.00	362.50	
101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT.										
2217				12/24	AP 07/08/24 0000000	BANKERS ADVERTISING COMPANY	492.50		07/30/24	
						PROMOTIONAL SMART CLOTHS				
103				02/25	AP 07/22/24 0000000	IOWA ENVIRONMENTAL SERVICES,	720.00		07/30/24	
						3333-IND.PARK PROP. DEMOS				
						ASBESTOS FINAL INSPECTION				
						PROJECT#: 023333				
103				02/25	AP 07/19/24 0000000	ADVANCED ENVIRONMENTAL TESTIN	2,400.00		07/30/24	
						3333-IND.PARK PROP. DEMOS				
						2603 UNION-ASBESTOS REMOV				
						PROJECT#: 023333				
103				02/25	AP 07/19/24 0000000	ADVANCED ENVIRONMENTAL TESTIN	16,500.00		07/30/24	
						3333-IND.PARK PROP. DEMOS				
						6512RIDGWAY-ASBEST.REMOV				

PREPARED 07/30/2024, 13:59:17
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT.							continued				
PROJECT#: 023333											
ACCOUNT TOTAL							20,112.50	.00	20,112.50		
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	5.00		07/30/24		
		#9 WINDOW ENVELOPES									
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	2.31		07/30/24		
		#10 REGULAR ENVELOPES									
ACCOUNT TOTAL							7.31	.00	7.31		
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS											
2214		12/24 AP		06/05/24	0000000	SIGNS & DESIGNS, INC.	255.00		07/30/24		
		BENCH PLAQUE									
ACCOUNT TOTAL							255.00	.00	255.00		
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING											
103		02/25 AP		07/16/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	165.50		07/30/24		
		ORDINANCE NO. 3070									
103		02/25 AP		07/16/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	84.07		07/30/24		
		ORDINANCE NO. 3069									
103		02/25 AP		07/16/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	26.48		07/30/24		
		PH NTC-VIKING & PRAIRIE									
67		02/25 AP		07/03/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	198.60		07/30/24		
		ORDINANCE NO. 3068									
103		02/25 AP		07/03/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	899.00		07/30/24		
		7/1 MTG-MINUTES & EXPENSE									
67		02/25 AP		07/02/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	51.64		07/30/24		
		PH NTC-LONGVIEW ALLEY ROW									
ACCOUNT TOTAL							1,425.29	.00	1,425.29		
101-1199-441.88-23 OUTSIDE AGENCIES / CEDAR VALLEY COALITION											
103		02/25 AP		07/15/24	0000000	CEDAR VALLEY COALITION/INRCOG	1,720.00		07/30/24		
		FY25 DUES									
ACCOUNT TOTAL							1,720.00	.00	1,720.00		
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY											
103		02/25 AP		07/20/24	0000000	ASCAP	442.17		07/30/24		
		ANNUAL MUSIC LICENSE FEE									
58		02/25 AP		06/03/24	0000000	CN RAILROAD	1,200.00		07/30/24		

PREPARED 07/30/2024, 13:59:17
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY						continued				
CN LEASE YEAR 2 OF 5						07/01/24-06/30/25				
PROJECT#:						021967				
ACCOUNT TOTAL							1,642.17	.00	1,642.17	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
58		02/25 AP		07/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.32			07/30/24
FINE TIP PERMANENT MARKER										
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.78			07/30/24
11X17 COPY PAPER										
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.74			07/30/24
DISH DTRGNT,NOTEBOOK,MRKR										
LGL PAD,AAA/D BATT,STAPLE										
ACCOUNT TOTAL							6.84	.00	6.84	
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	5.00			07/30/24
#9 WINDOW ENVELOPES										
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	2.31			07/30/24
#10 REGULAR ENVELOPES										
ACCOUNT TOTAL							7.31	.00	7.31	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	25.00			07/30/24
#9 WINDOW ENVELOPES										
58		02/25 AP		07/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.66			07/30/24
FINE TIP PERMANENT MARKER										
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.94			07/30/24
11X17 COPY PAPER										
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	14.54			07/30/24
DISH DTRGNT,NOTEBOOK,MRKR										
LGL PAD,AAA/D BATT,STAPLE										
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	11.53			07/30/24
#10 REGULAR ENVELOPES										
ACCOUNT TOTAL							73.67	.00	73.67	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
58		02/25 AP		07/19/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			07/30/24
CODE MOW-887 MAUCKER										
58		02/25 AP		07/08/24	0000000	PROFESSIONAL LAWN CARE, LLC	142.50			07/30/24
CODE MOW-2920 VALLEY HIGH										
58		02/25 AP		07/02/24	0000000	PROFESSIONAL LAWN CARE, LLC	142.50			07/30/24
CODE MOW-803 TREMONT										
58		02/25 AP		07/02/24	0000000	PROFESSIONAL LAWN CARE, LLC	142.50			07/30/24

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES						continued				
CODE MOW-809 TREMONT										
ACCOUNT TOTAL							522.50	.00	522.50	
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING										
2213		12/24	AP	06/19/24	0000000	STOREY KENWORTHY	99.50			07/30/24
FINALIZED PERMIT PADS										
ACCOUNT TOTAL							99.50	.00	99.50	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2217		12/24	AP	07/01/24	0000000	BROWN'S SHOE FIT	105.39			07/30/24
SAFETY SHOES-J WARDELL						P.O. #56986				
ACCOUNT TOTAL							105.39	.00	105.39	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
58		02/25	AP	07/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.28			07/30/24
FINE TIP PERMANENT MARKER										
58		02/25	AP	07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.94			07/30/24
11X17 COPY PAPER										
58		02/25	AP	07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.98			07/30/24
DISH DTRGNT,NOTEBOOK,MRKR						LGL PAD,AAA/D BATT,STAPLE				
ACCOUNT TOTAL							24.20	.00	24.20	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
103		02/25	AP	07/22/24	0000000	STOREY KENWORTHY	50.00			07/30/24
#9 WINDOW ENVELOPES										
67		02/25	AP	07/02/24	0000000	STOREY KENWORTHY	34.60			07/30/24
#10 REGULAR ENVELOPES										
ACCOUNT TOTAL							84.60	.00	84.60	
101-2245-442.81-18 PROFESSIONAL SERVICES / INRCOG										
103		02/25	AP	07/15/24	0000000	IOWA NORTHLAND REGIONAL CO. O	14,657.41			07/30/24
MEMBERSHIP DUES FY25										
ACCOUNT TOTAL							14,657.41	.00	14,657.41	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
2222		12/24	AP	07/01/24	0000000	CEDAR FALLS COMMUNITY SCHOOLS	4,377.40			07/30/24
CAMP BUSING:6/11-6/27/24										

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-28 OPERATING SUPPLIES /						CAMP SUPPLIES	continued			
127		02/25	AP	07/19/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	99.20			07/30/24
						MARKERS FOR CAMP				
127		02/25	AP	07/13/24	0000000	HARTMAN RESERVE NATURE CENTER	240.00			07/30/24
						FIELD TRIPS-HARTMAN RESER				
ACCOUNT TOTAL							4,716.60	.00		4,716.60
101-2253-423.72-31 OPERATING SUPPLIES /						YOUTH SPORTS EQUIPMENT				
2224		12/24	AP	07/17/24	0000000	IOWA SPORTS SUPPLY	296.00			07/30/24
						T-BALLS				
2222		12/24	AP	06/28/24	0000000	COOLEY PUMPING, LLC	95.00			07/30/24
						PORTA POT-UNI DOME				
2222		12/24	AP	06/28/24	0000000	COOLEY PUMPING, LLC	95.00			07/30/24
						PORTA POT-LION'S FIELD				
2222		12/24	AP	06/28/24	0000000	COOLEY PUMPING, LLC	95.00			07/30/24
						PORTA POT-UNI TENNIS CTS				
2222		12/24	AP	06/28/24	0000000	COOLEY PUMPING, LLC	95.00			07/30/24
						PORTA POT-BIRDSALL				
127		02/25	AP	07/19/24	0000000	PIONEER ATHLETICS & MTP	1,035.00			07/30/24
						FIELD PAINT				
ACCOUNT TOTAL							1,711.00	.00		1,711.00
101-2253-423.72-41 OPERATING SUPPLIES /						THE FALLS CONCESSIONS				
2222		12/24	AP	06/30/24	0000000	PAPA JOHN'S PIZZA	3,451.00			07/30/24
						JUNE PIZZAS				
140		02/25	AP	07/22/24	0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
						9 PIZZAS				
140		02/25	AP	07/22/24	0000000	PAPA JOHN'S PIZZA	42.50			07/30/24
						5 PIZZAS				
140		02/25	AP	07/21/24	0000000	PAPA JOHN'S PIZZA	42.50			07/30/24
						5 PIZZAS				
140		02/25	AP	07/21/24	0000000	PAPA JOHN'S PIZZA	51.00			07/30/24
						6 PIZZAS				
140		02/25	AP	07/20/24	0000000	PAPA JOHN'S PIZZA	25.50			07/30/24
						3 PIZZAS				
140		02/25	AP	07/19/24	0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
						9 PIZZAS				
96		02/25	AP	07/18/24	0000000	MYERS-COX COMPANY	2,236.11			07/30/24
						FALLS CONCESSION RESTOCK				
98		02/25	AP	07/18/24	0000000	ATLANTIC COCA-COLA	899.17			07/30/24
						COKE RESUPPLY				
140		02/25	AP	07/18/24	0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
						9 PIZZAS				
140		02/25	AP	07/17/24	0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
						9 PIZZAS				
127		02/25	AP	07/16/24	0000000	PAPA JOHN'S PIZZA	76.50			07/30/24

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS										
						continued				
127		9 PIZZAS		02/25 AP	07/16/24 0000000	PAPA JOHN'S PIZZA	34.00			07/30/24
127		4 PIZZAS		02/25 AP	07/15/24 0000000	PAPA JOHN'S PIZZA	51.00			07/30/24
127		6 PIZZAS		02/25 AP	07/15/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZAS		02/25 AP	07/14/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZAS		02/25 AP	07/13/24 0000000	PAPA JOHN'S PIZZA	51.00			07/30/24
127		6 PIZZAS		02/25 AP	07/12/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZAS		02/25 AP	07/12/24 0000000	PAPA JOHN'S PIZZA	59.50			07/30/24
127		7 PIZZAS		02/25 AP	07/12/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
84		9 PIZZAS		02/25 AP	07/11/24 0000000	ATLANTIC COCA-COLA	1,316.06			07/30/24
84		COKE RE-SUPPLY		02/25 AP	07/11/24 0000000	MARTIN BROS.DISTRIBUTING	222.35			07/30/24
84		CONCESSIONS RE-SUPPLY		02/25 AP	07/11/24 0000000	MYERS-COX COMPANY	1,509.42			07/30/24
127		9 PIZZAS		02/25 AP	07/11/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZA		02/25 AP	07/11/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZAS		02/25 AP	07/10/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZAS		02/25 AP	07/09/24 0000000	PAPA JOHN'S PIZZA	59.50			07/30/24
127		7 PIZZAS		02/25 AP	07/09/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZAS		02/25 AP	07/08/24 0000000	PAPA JOHN'S PIZZA	25.50			07/30/24
127		3 PIZZAS		02/25 AP	07/08/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZAS		02/25 AP	07/07/24 0000000	PAPA JOHN'S PIZZA	76.50			07/30/24
127		9 PIZZAS		02/25 AP	07/06/24 0000000	PAPA JOHN'S PIZZA	51.00			07/30/24
127		6 PIZZAS		02/25 AP	07/06/24 0000000	PAPA JOHN'S PIZZA	51.00			07/30/24
127		6 PIZZAS		02/25 AP	07/04/24 0000000	PAPA JOHN'S PIZZA	51.00			07/30/24
127		6 PIZZAS		02/25 AP	07/04/24 0000000	PAPA JOHN'S PIZZA	25.50			07/30/24
127		3 PIZZAS		02/25 AP	07/04/24 0000000	PAPA JOHN'S PIZZA	51.00			07/30/24
127		6 PIZZAS		02/25 AP	07/04/24 0000000	PAPA JOHN'S PIZZA				07/30/24

PREPARED 07/30/2024, 13:59:17
 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									
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued			
127		02/25 AP		07/03/24	0000000 PAPA JOHN'S PIZZA	76.50		07/30/24	
					9 PIZZAS				
127		02/25 AP		07/03/24	0000000 PAPA JOHN'S PIZZA	59.50		07/30/24	
					7 PIZZAS				
127		02/25 AP		07/03/24	0000000 PAPA JOHN'S PIZZA	25.50		07/30/24	
					3 PIZZAS				
84		02/25 AP		07/02/24	0000000 MYERS-COX COMPANY	3,733.43		07/30/24	
					CONCESSIONS RE-SUPPLY				
ACCOUNT TOTAL						15,348.04	.00	15,348.04	
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS									
2222		12/24 AP		07/11/24	0000000 ATLANTIC COCA-COLA		58.24	07/30/24	
					CREDIT FOR EXTRA REC				
					CONCESSIONS IN JUNE				
2222		12/24 AP		06/27/24	0000000 ATLANTIC COCA-COLA	133.31		07/30/24	
					REC CONCESSIONS				
146		02/25 AP		07/25/24	0000000 ATLANTIC COCA-COLA	121.53		07/30/24	
					REC CONCESSIONS RESTOCK				
96		02/25 AP		07/18/24	0000000 ATLANTIC COCA-COLA	199.54		07/30/24	
					REC CONCESSION RESTOCK				
ACCOUNT TOTAL						454.38	58.24	396.14	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS									
2222		12/24 AP		06/27/24	0000000 ACCO UNLIMITED CORPORATION	1,400.20		07/30/24	
					ACID / CL2 RE-SUPPLY				
98		02/25 AP		07/17/24	0000000 ACCO UNLIMITED CORPORATION	2,352.20		07/30/24	
					ACID / CHLORINE RE SUPPLY				
96		02/25 AP		07/12/24	0000000 CARRICO AQUATIC RESOURCES INC	476.20		07/30/24	
					STABILIZER				
96		02/25 AP		07/10/24	0000000 ACCO UNLIMITED CORPORATION	1,345.20		07/30/24	
					CHLORINE / ACID RESUPPLY				
84		02/25 AP		07/03/24	0000000 ACCO UNLIMITED CORPORATION	4,730.90		07/30/24	
					RE-SUPPLY				
96		02/25 AP		07/01/24	0000000 CARRICO AQUATIC RESOURCES INC	17.66		07/30/24	
					TESTING REAGENT				
ACCOUNT TOTAL						10,322.36	.00	10,322.36	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
140		02/25 AP		07/25/24	0000000 BLACK HAWK TENNIS CLUB	7,432.00		07/30/24	
					CONDUCTED TENNIS PROGRAM				
ACCOUNT TOTAL						7,432.00	.00	7,432.00	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
2222				12/24	AP 07/09/24 0000000	PHILLIPS' FLOORS	8,406.38			07/30/24
	98			02/25	AP 07/15/24 0000000	GYM REPLACEMENT PADS CITY LAUNDERING CO.	54.76			07/30/24
						REC/1ST AID RESTOCK				
						ACCOUNT TOTAL	8,461.14	.00		8,461.14
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
2222				12/24	AP 06/30/24 0000000	MENARDS-CEDAR FALLS	115.97			07/30/24
2222				12/24	AP 06/28/24 0000000	LIQUID TRANSFER PUMP WATERLOO TENT & TARP COMPANY	32.00			07/30/24
2222				12/24	AP 06/25/24 0000000	INNER TUBE GLUE HUPP ELECTRIC MOTORS	10,939.27			07/30/24
127				02/25	AP 07/19/24 0000000	SPRING MOTOR REPAIR PARTS MICROBAC LABORATORIES, INC	64.50			07/30/24
140				02/25	AP 07/19/24 0000000	JULY WATER TESTS POLK'S LOCK SERVICE, INC.	180.00			07/30/24
140				02/25	AP 07/17/24 0000000	OFFICE DOOR HANDLE CORY'S PAINTING, L.L.C.	128.99			07/30/24
96				02/25	AP 07/16/24 0000000	WOMEN'S L.R. PAINT REPAIR OFFICE EXPRESS OFFICE PRODUCT	56.30			07/30/24
98				02/25	AP 07/15/24 0000000	URINE REMOVER CITY LAUNDERING CO.	61.11			07/30/24
140				02/25	AP 07/12/24 0000000	FALLS / 1ST AID RESTOCK WATERLOO TENT & TARP COMPANY	43.00			07/30/24
96				02/25	AP 07/10/24 0000000	VINYL CEMENT MENARDS-CEDAR FALLS	43.75			07/30/24
96				02/25	AP 07/09/24 0000000	MAGIC ERASERS & SQUEEGEE MENARDS-CEDAR FALLS	21.34			07/30/24
84				02/25	AP 07/08/24 0000000	PRE-MIX FUEL CARRICO AQUATIC RESOURCES INC	140.01			07/30/24
						DIAGNOSE / REPAIR LR UV				
						ACCOUNT TOTAL	11,826.24	.00		11,826.24
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
66				02/25	AP 07/01/24 0000000	SIGNS & DESIGNS, INC. FOR TP, HUBER GALLERY	150.00			07/30/24
						PVC GALLERY SIGNS				
						ACCOUNT TOTAL	150.00	.00		150.00
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
66				02/25	AP 07/09/24 0000000	O'DONNELL ACE HARDWARE	35.38			07/30/24
						ARTISANS SUPPLIES 7/14				
						ACCOUNT TOTAL	35.38	.00		35.38

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
66		02/25	AP	07/22/24	0000000	VESTIS	13.94			07/30/24	
		MAT SERVICE									
66		02/25	AP	07/15/24	0000000	THUESEN, HANNA	150.00			07/30/24	
		2-DAY NATURE PAINT CLASS 7/16-7/23									
66		02/25	AP	07/15/24	0000000	CLEVELAND DESIGN + PHOTO, INC	360.00			07/30/24	
		WHEEL THROWING INSTRUCTOR 7/11-7/25 AND 8/15-8/29									
66		02/25	AP	07/08/24	0000000	VESTIS	13.94			07/30/24	
		MAT SERVICE									
		ACCOUNT TOTAL						537.88	0.00	537.88	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION											
66		02/25	AP	07/22/24	0000000	LEVERAGE PRINTING INC	1,846.87			07/30/24	
		FALL 2024 BROCHURE									
		ACCOUNT TOTAL						1,846.87	0.00	1,846.87	
101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS											
66		02/25	AP	07/11/24	0000000	SIGNS BY TOMORROW	178.00			07/30/24	
		NEW HEARST VAN DECALS									
		ACCOUNT TOTAL						178.00	0.00	178.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM											
66		02/25	AP	07/15/24	0000000	FINCH, CHARLES E.	400.00			07/30/24	
		PARTY ON THE PATIO 7/18 REPLACEMENT FOR ACE JONES									
66		02/25	AP	07/10/24	0000000	KAREN'S PRINT-RITE	195.00			07/30/24	
		FRIENDS ANNUAL MEETING PC									
		ACCOUNT TOTAL						595.00	0.00	595.00	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
103		02/25	AP	07/22/24	0000000	STOREY KENWORTHY	10.00			07/30/24	
		#9 WINDOW ENVELOPES									
67		02/25	AP	07/02/24	0000000	STOREY KENWORTHY	4.61			07/30/24	
		#10 REGULAR ENVELOPES									
		ACCOUNT TOTAL						14.61	0.00	14.61	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY											
139		02/25	AP	07/19/24	0000000	VESTIS	31.34			07/30/24	
		MATS & TOWELS -PSS BLDG									
139		02/25	AP	07/19/24	0000000	VESTIS	7.25			07/30/24	
		TOWELS & MATS - 1718 MAIN									

PREPARED 07/30/2024, 13:59:17
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY						continued				
139		02/25 AP		07/05/24	0000000	VESTIS	7.25			07/30/24
						TOWELS & MATS-STATION 2				
						1718 MAIN				
139		02/25 AP		07/05/24	0000000	VESTIS	31.34			07/30/24
						TOWELS&MATS - 4600 S MAIN				
						ACCOUNT TOTAL	77.18	.00		77.18
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES										
139		02/25 AP		07/15/24	0000000	MACQUEEN EQUIPMENT	222.34			07/30/24
						SCBA REPAIRS				
						ACCOUNT TOTAL	222.34	.00		222.34
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										
2221		12/24 AP		06/10/24	0000000	OUTDOOR & MORE	57.90			07/30/24
						2 CYCL ASPEN FUEL				
						FUEL FOR RESCUE EQUIP				
						ACCOUNT TOTAL	57.90	.00		57.90
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
139		02/25 AP		07/14/24	0000000	O'DONNELL ACE HARDWARE	4.99			07/30/24
						SM ENG SPARKPLUG RN9YC				
						REPAIR PPV FAN ON #502				
						ACCOUNT TOTAL	4.99	.00		4.99
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
139		02/25 AP		07/22/24	0000000	GALLS, LLC	193.73			07/30/24
						ANSI SAFETY VESTS X 7				
139		02/25 AP		07/17/24	0000000	GALLS, LLC	427.31			07/30/24
						QTRMASTER RESCUE GLOVES				
						6LG;4MED;4SM				
139		02/25 AP		07/11/24	0000000	GALLS, LLC	347.55			07/30/24
						5.11 PANTS X9;SCHULTZEN/				
						BRADLEY/HUEBNER/JACOBSON				
						ACCOUNT TOTAL	968.59	.00		968.59
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
139		02/25 AP		07/19/24	0000000	O'DONNELL ACE HARDWARE	16.69			07/30/24
						TRIMMER LINE 200'				
						STATION 2				
139		02/25 AP		07/13/24	0000000	MENARDS-CEDAR FALLS	12.98			07/30/24
						LAUNDRY SOAP				
						ACCOUNT TOTAL	29.67	.00		29.67

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
2221				12/24	AP 06/06/24 0000000	FIRE SERVICE TRNG. BUREAU	50.00		07/30/24	
						CERT.FEES-HAZMAT RETEST				
139				02/25	AP 07/09/24 0000000	FIRE SERVICE TRNG. BUREAU	300.00		07/30/24	
						CERT.FEES;HAZMAT & FF1				
						BRADLEY/HUEBNER/JACOBSON				
						ACCOUNT TOTAL	350.00	.00	350.00	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
139				02/25	AP 07/13/24 0000000	MENARDS-CEDAR FALLS	47.98		07/30/24	
						2 BUSHEL BASKETS/TUBS				
						REPL DMGED@1702 MAIN FIRE				
						ACCOUNT TOTAL	47.98	.00	47.98	
101-4511-414.86-50 REPAIR & MAINTENANCE / SERVICE CONTRACTS										
139				02/25	AP 07/15/24 0000000	MIDWEST BREATHING AIR L.L.C.	200.61		07/30/24	
						QTRLY AIR TEST&REPAIRS				
						4600 S MAIN				
						ACCOUNT TOTAL	200.61	.00	200.61	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
139				02/25	AP 07/01/24 0000000	MACQUEEN EQUIPMENT	6,442.19		07/30/24	
						HOSES X 15 W STENCIL				
						ACCOUNT TOTAL	6,442.19	.00	6,442.19	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
103				02/25	AP 07/22/24 0000000	STOREY KENWORTHY	10.00		07/30/24	
						#9 WINDOW ENVELOPES				
139				02/25	AP 07/19/24 0000000	VESTIS	25.37		07/30/24	
						MATS -PSS BUILDING				
128				02/25	AP 07/15/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	226.66		07/30/24	
						OFFICE SUPPLIES;				
						PAPER/PENS/BOARD CLNR/				
128				02/25	AP 07/08/24 0000000	DES MOINES STAMP MFG. CO.	110.45		07/30/24	
						NOTARY STAMPS X 4				
						YATES/BECKNER/SHAFER/HARN				
139				02/25	AP 07/05/24 0000000	VESTIS	25.37		07/30/24	
						MATS - 4600 S MAIN				
67				02/25	AP 07/02/24 0000000	STOREY KENWORTHY	4.61		07/30/24	
						#10 REGULAR ENVELOPES				
						ACCOUNT TOTAL	402.46	.00	402.46	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2221				12/24	AP 07/03/24 0000000	SHRED-IT USA	155.33		07/30/24	
						DOC.DESTRUCTION				
						6/4/24 &7/1/24 SERVICE				

PREPARED 07/30/2024, 13:59:17
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
2221				12/24	AP 06/30/24 0000000	MIRACLE CAR WASH, INC.	18.69			07/30/24
						CAR WASH 6/21/24				
128				02/25	AP 07/17/24 0000000	DICKEY'S PRINTING	160.00			07/30/24
						WELLER/JACOBSON/HUEB/BRAD				
128				02/25	AP 07/11/24 0000000	SHEETZ TOWING & RECOVERY	250.00			07/30/24
						TOW STOLEN CAR;				
						24-054529 & 24-056873				
128				02/25	AP 07/09/24 0000000	MARTIN BROS.DISTRIBUTING	167.66			07/30/24
						KITCHEN SUPPLY;FORKS &				
						INVEST.SUPPLY;SACKS				
						ACCOUNT TOTAL	751.68	.00	751.68	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
2221				12/24	AP 07/05/24 0000000	MIDWEST DEFENSE SOLUTIONS, LL	5,920.60			07/30/24
						OUTER CARRIER VESTS CFPD				
128				02/25	AP 07/09/24 0000000	IOWA SPORTS SUPPLY, INC.	135.00			07/30/24
						PLAQUES X 2				
						RUSSELL/SCHREIBER				
						ACCOUNT TOTAL	6,055.60	.00	6,055.60	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2221				12/24	AP 07/01/24 0000000	THOMSON REUTERS - WEST	314.93			07/30/24
						INVEST.SOFTWARE				
						6/1/24 - 6/30/2024				
2221				12/24	AP 06/30/24 0000000	VIQ SOLUTIONS, INC	131.34			07/30/24
						TRANSCRIPTION 6/29/24				
						C24-048885 EDSILL				
128				02/25	AP 07/18/24 0000000	MCKENNA MCNELLY PHOTOGRAPHY	150.00			07/30/24
						PROF.PHOTOS-STOLL/SHAFER				
128				02/25	AP 07/16/24 0000000	MCKENNA MCNELLY PHOTOGRAPHY	75.00			07/30/24
						PROF. PHOTO - ARIES				
128				02/25	AP 07/15/24 0000000	VIQ SOLUTIONS, INC	157.50			07/30/24
						TRANSCRIPTION FEE 7/5/24				
						C24-049486 BOLUMBA				
128				02/25	AP 07/12/24 0000000	CELLEBRITE USA, INC.	6,450.00			07/30/24
						CELL DATA DWNLD SOFTWARE				
						7/13/24-7/12/25 SUBSCRIPT				
						ACCOUNT TOTAL	7,278.77	.00	7,278.77	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
128				02/25	AP 07/22/24 0000000	FAREWAY STORES INC. #190	42.66			07/30/24
						FBI LEEDA CLASS SNACKS				
						ACCOUNT TOTAL	42.66	.00	42.66	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2221				12/24	AP 07/16/24 0000000	IOWA LAW ENFORCEMENT ACADEMY	160.00			07/30/24
						CERT FEES;INSERVICE TRAIN				
						6/1-6/30/24 X 16 OFFCRS				
2221				12/24	AP 07/10/24 0000000	IOWA LAW ENFORCEMENT ACADEMY	25.00			07/30/24

PREPARED 07/30/2024, 13:59:17
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued				
2221				12/24	AP 07/08/24 0000000	CERT FEE;REIMERS 6/1-6/30 IOWA LAW ENFORCEMENT ACADEMY	40.00			07/30/24
128				02/25	AP 07/24/24 0000000	CERT FEES;OFFCR INVEST. LECHT/SCHMIDT/SHAFER/TAYL FBI-LEEDA	3,975.00			07/30/24
128				02/25	AP 07/19/24 0000000	FBI LEEDA-5 PARTICIPANTS CALIBRE PRESS	500.00			07/30/24
139				02/25	AP 07/18/24 0000000	CERT/TRAINING FEES; 1ST AMENDMNT AUDITORS IOWA LAW ENFORCEMENT ACADEMY	250.00			07/30/24
128				02/25	AP 07/09/24 0000000	CERT.FEE-RESERVE TRNG D.WELLER BLACK HAWK CO.SHERIFF	500.00			07/30/24
						BHCO TRAINING RANGE FEE 07/1/24 - 06/30/25				
ACCOUNT TOTAL							5,450.00	.00	5,450.00	
101-5521-415.93-01 EQUIPMENT / EQUIPMENT										
128				02/25	AP 07/08/24 0000000	STREICHER'S INC. 31 HOLSTERS & BELT CLIPS	1,311.92			07/30/24
ACCOUNT TOTAL							1,311.92	.00	1,311.92	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
2221				12/24	AP 07/09/24 0000000	CEDAR BEND HUMANE SOCIETY JUN'24 ANIMAL SURRENDER	4,875.50			07/30/24
ACCOUNT TOTAL							4,875.50	.00	4,875.50	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2214				12/24	AP 06/30/24 0000000	NAPA AUTO PARTS NAPA PARTS	117.91			07/30/24
ACCOUNT TOTAL							117.91	.00	117.91	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2206				12/24	AP 06/19/24 0000000	CHEMSEARCH ODOR ELIMINATOR	415.40			07/30/24
PROJECT#:						062506				
147				02/25	AP 07/22/24 0000000	O'DONNELL ACE HARDWARE MEASURING CUP	7.69			07/30/24
PROJECT#:						062506				
147				02/25	AP 07/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT FLR CLEANER/TISSUE/TOWELS	327.01			07/30/24
PROJECT#:						062507				
62				02/25	AP 07/09/24 0000000	O'DONNELL ACE HARDWARE SCREWS	4.47			07/30/24
PROJECT#:						062503				

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
62		02/25	AP	07/08/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	558.26		07/30/24	
PROJECT#: 062515 TISSUE, SOAP AND LINERS									
62		02/25	AP	07/02/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	533.61		07/30/24	
PROJECT#: 062515 LINERS, HANDWASH AND TOWE LS									
62		02/25	AP	07/02/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	89.98		07/30/24	
PROJECT#: 062515 TOWELS, LINERS, TISSUE, HANDWASH									
62		02/25	AP	07/02/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1,325.26		07/30/24	
PROJECT#: 062506 TOWELS, LINERS, TISSUE, HANDWASH									
62		02/25	AP	07/02/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	85.71		07/30/24	
PROJECT#: 062507 TOWELS, LINERS, TISSUE, HANDWASH									
62		02/25	AP	07/02/24	0000000 OFFICE EXPRESS OFFICE PRODUCT				
PROJECT#: 062511 SCREEN/TABLET CLEANER									
ACCOUNT TOTAL						3,347.39	.00	3,347.39	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
147		02/25	AP	07/12/24	0000000 CENTRAL IOWA DISTRIBUTING INC	5,422.00		07/30/24	
PROJECT#: 062507 FLOOR SCRUBBER									
ACCOUNT TOTAL						5,422.00	.00	5,422.00	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2230		12/24	AP	07/12/24	0000000 AIRE SERV.OF THE CEDAR VALLEY	740.00		07/30/24	
PROJECT#: 062510 HVAC REPAIR									
2214		12/24	AP	06/28/24	0000000 FERGUSON ENTERPRISES, INC.	224.54		07/30/24	
PROJECT#: 062506 SLOAN VALVE PARTS									
2214		12/24	AP	06/27/24	0000000 AIRE SERV.OF THE CEDAR VALLEY	319.32		07/30/24	
PROJECT#: 062514 HVAC MAINTENANCE									
2214		12/24	AP	06/27/24	0000000 CHRISTIE DOOR COMPANY	467.50		07/30/24	
PROJECT#: 062506 OVERHEAD DOOR REPAIR 1524 STATE STREET									
2206		12/24	AP	06/25/24	0000000 CHRISTIE DOOR COMPANY	312.00		07/30/24	
PROJECT#: 062511 OVERHEAD DOOR REPAIR AMBULANCE BAY									
147		02/25	AP	07/12/24	0000000 AIRE SERV.OF THE CEDAR VALLEY	656.79		07/30/24	
PROJECT#: 062507 HVAC REPAIR									
62		02/25	AP	07/10/24	0000000 PLUMB TECH INC.	100.00		07/30/24	
PROJECT#: 062511 PUMP REPAIR									

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
	147	02/25 AP		07/10/24	0000000	CHRISTIE DOOR COMPANY OVERHEAD DOOR REPAIR	183.25			07/30/24
PROJECT#:	62	02/25 AP		07/01/24	0000000	PLUMB TECH INC. HVAC REPAIR	2,363.04			07/30/24
PROJECT#:					062506					
ACCOUNT TOTAL							5,366.44	.00	5,366.44	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
	147	02/25 AP		07/19/24	0000000	PLUNKETT'S PEST CONTROL, INC PEST CONTROL	70.00			07/30/24
PROJECT#:	62	02/25 AP		07/02/24	0000000	PLUNKETT'S PEST CONTROL, INC PEST CONTROL	42.00			07/30/24
PROJECT#:					062506					
ACCOUNT TOTAL							112.00	.00	112.00	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
	2206	12/24 AP		06/28/24	0000000	BLACKHAWK SPRINKLERS, INC. FIRE SPRINKLER INSPECTION	1,554.76			07/30/24
PROJECT#:	2206	12/24 AP		06/17/24	0000000	TK ELEVATOR CORPORATION ELEVATOR REPAIR	547.04			07/30/24
PROJECT#:	147	02/25 AP		07/22/24	0000000	VESTIS MAT SERVICE	56.85			07/30/24
PROJECT#:	147	02/25 AP		07/19/24	0000000	VESTIS MAT SERVICE	134.80			07/30/24
PROJECT#:	62	02/25 AP		07/08/24	0000000	VESTIS MAT SERVICE	56.85			07/30/24
PROJECT#:	62	02/25 AP		07/05/24	0000000	VESTIS MAT AND TOWEL SERVICE	134.80			07/30/24
PROJECT#:	85	02/25 AP		07/01/24	0000000	MODUS PUBLIC SAFETY ROOFTOP REPLACEMENT	6,150.00			07/30/24
PROJECT#:					062506					
PROJECT#:					062511					
ACCOUNT TOTAL							8,635.10	.00	8,635.10	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT										
	62	02/25 AP		07/07/24	0000000	STICKFORT ELECTRIC CO., INC.	1,220.00			07/30/24

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.93-01						EQUIPMENT / EQUIPMENT				continued
						SERVER ROOM A/C INSTALL				
						CIP #176				
PROJECT#:		062506								
62		02/25 AP		07/02/24	0000000	PLUMB TECH INC.	8,775.00			07/30/24
						SERVER ROOM A/C CIP 176				
						PW03306				
PROJECT#:		062506								
						ACCOUNT TOTAL	9,995.00	.00	9,995.00	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2206		12/24 AP		06/28/24	0000000	EUROFINS CEDAR FALLS	46.01			07/30/24
						WATER TESTS-PRO SHOP				
						ACCOUNT TOTAL	46.01	.00	46.01	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2212		12/24 AP		06/26/24	0000000	STOREY KENWORTHY	240.00			07/30/24
						#10 WINDOW ENVELOPES ENGR				
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	25.00			07/30/24
						#9 WINDOW ENVELOPES				
58		02/25 AP		07/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.93			07/30/24
						FINE TIP PERMANENT MARKER				
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.94			07/30/24
						11X17 COPY PAPER				
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	21.52			07/30/24
						DISH DTRGNT,NOTEBOOK,MRKR				
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	46.14			07/30/24
						#10 REGULAR ENVELOPES				
						ACCOUNT TOTAL	356.53	.00	356.53	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2217		12/24 AP		07/01/24	0000000	BROWN'S SHOE FIT	148.75			07/30/24
						SAFETY SHOES-B CLAYPOOL				
						P.O. #56982				
2217		12/24 AP		07/01/24	0000000	BROWN'S SHOE FIT	136.00			07/30/24
						SAFETY SHOES-T BITTER				
						P.O. #56983				
						ACCOUNT TOTAL	284.75	.00	284.75	
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
148		02/25 AP		07/22/24	0000000	UBBEN BUILDING SUPPLY, INC.	789.79			07/30/24
						LATH,O RING,WASHERS,PAINT				
						ACCOUNT TOTAL	789.79	.00	789.79	

PREPARED 07/30/2024, 13:59:17
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE				
2212		12/24	AP	07/10/24	0000000	U.S. GEOLOGICAL SURVEY	12,420.00			07/30/24
						CEDAR RIVER-ANNUAL GAUGE				10/01/23-09/30/24
						ACCOUNT TOTAL	12,420.00	.00	12,420.00	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
148		02/25	AP	07/15/24	0000000	TERRACON CONSULTANTS, INC.	49.00			07/30/24
						3329-HIDDEN PINES ADD				BILL TO DEVELOP-07/06/24
						ACCOUNT TOTAL	49.00	.00	49.00	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2217		12/24	AP	07/02/24	0000000	THOMPSON SHOES	175.00			07/30/24
						SAFETY SHOES-K CAMPBELL				P.O. #56984
2214		12/24	AP	06/30/24	0000000	CULLIGAN WATER CONDITIONING	8.74			07/30/24
						WATER FOR 606 UNION				
2214		12/24	AP	06/30/24	0000000	NAPA AUTO PARTS	337.56			07/30/24
						NAPA PARTS				
2206		12/24	AP	06/28/24	0000000	EUROFINS CEDAR FALLS	24.61			07/30/24
						WATER TESTS-BOAT HOUSE				
2214		12/24	AP	06/28/24	0000000	STOKES WELDING	41.71			07/30/24
						AIR FILTER				
2206		12/24	AP	06/27/24	0000000	BENTON BUILDING CENTER	35.26			07/30/24
						NAIL PULLERS-PARKS TOOLS				
2214		12/24	AP	06/27/24	0000000	O'DONNELL ACE HARDWARE	72.65			07/30/24
						COOLER/SPRAY PAINT/BRUSH				
2230		12/24	AP	06/27/24	0000000	PLUMB SUPPLY COMPANY, LLC	305.84			07/30/24
						PLUMBING SUPPLIES				
2214		12/24	AP	06/24/24	0000000	MENARDS-CEDAR FALLS	53.94			07/30/24
						PVC PIPE/CAP/STRAP/MITER				IRRIGATION SUPPLIES
2214		12/24	AP	06/17/24	0000000	SITEONE LANDSCAPE SUPPLY,LLC	56.10			07/30/24
						SPRAYER PARTS				
2214		12/24	AP	06/03/24	0000000	STOKES WELDING	26.50			07/30/24
						THROTTLE CABLE				
147		02/25	AP	07/23/24	0000000	SIGNS BY TOMORROW	285.00			07/30/24
						POSTERS-PUBLIC INFO MTG				CAMPGROUND
147		02/25	AP	07/22/24	0000000	ZIMCO SUPPLY CO.	170.00			07/30/24
						ROUND UP CHEMICAL				
147		02/25	AP	07/18/24	0000000	ECHO GROUP, INC.	686.53			07/30/24
						SKATE PARK LIGHT				
147		02/25	AP	07/16/24	0000000	ZIMCO SUPPLY CO.	560.00			07/30/24
						PRE EMERGENT				
99		02/25	AP	07/15/24	0000000	CITY LAUNDERING CO.	33.97			07/30/24
						FIRST AID SUPPLIES				
147		02/25	AP	07/15/24	0000000	MATTHIAS LANDSCAPING CO.	726.36			07/30/24
						PLANTS/SHRUBS-ROTARY PARK				
99		02/25	AP	07/12/24	0000000	CAMPBELL SUPPLY WATERLOO	229.00			07/30/24

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
85		02/25 AP		07/11/24	0000000	CIRCULAR SAW DIAMOND VOGEL PAINT - #52	27.08			07/30/24
85		02/25 AP		07/11/24	0000000	BIG WOODS SHELTER DIAMOND VOGEL PAINT - #52	115.48			07/30/24
85		02/25 AP		07/11/24	0000000	LOOKOUT PARK BATHROOM DOORS DIAMOND VOGEL PAINT - #52	21.41			07/30/24
85		02/25 AP		07/11/24	0000000	BIG WOOD SHELTER O'DONNELL ACE HARDWARE	8.07			07/30/24
99		02/25 AP		07/11/24	0000000	DRINKING FOUNTAIN REPAIR CORED HEX PLUGS	36.64			07/30/24
62		02/25 AP		07/09/24	0000000	PVC CEMENT/ELBOW/CLOTH CONNECTORS/CLEANER	64.10			07/30/24
62		02/25 AP		07/09/24	0000000	DIAMOND VOGEL PAINT - #52 PAINTING	55.64			07/30/24
62		02/25 AP		07/09/24	0000000	O'DONNELL ACE HARDWARE	32.77			07/30/24
99		02/25 AP		07/03/24	0000000	PEX ELBOW/CLAMP, QUIKCRETE SCOT'S SUPPLY CO., INC.	39.71			07/30/24
99		02/25 AP		07/03/24	0000000	SPRAYER PARTS MENARDS-CEDAR FALLS	616.83			07/30/24
62		02/25 AP		07/02/24	0000000	DECKING/SCREWS DOCK SUPPLIES	177.97			07/30/24
99		02/25 AP		07/01/24	0000000	AIR CONDITIONER STOKES WELDING	17.29			07/30/24
						CHAINSAW SUPPLIES MENARDS-CEDAR FALLS				
						COUPLING, ELBOW IRRIGATION SUPPLIES				
						ACCOUNT TOTAL	5,041.76	.00		5,041.76
101-6633-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
85		02/25 AP		07/09/24	0000000	TWIN CITY TREE SERVICE INC TREE REMOVAL AT 1616 PICT URESQUE	4,000.00			07/30/24
						ACCOUNT TOTAL	4,000.00	.00		4,000.00
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2214		12/24 AP		06/28/24	0000000	COOLEY PUMPING, LLC EL DORADO PARK	115.00			07/30/24
2214		12/24 AP		06/28/24	0000000	PORTA POTTY COOLEY PUMPING, LLC	95.00			07/30/24
2214		12/24 AP		06/27/24	0000000	PORTA POTTY TONDRO BIKE PARK	355.92			07/30/24
62		02/25 AP		07/08/24	0000000	BUILDERS SELECT LLC REPAIR	2,359.80			07/30/24
						KAY PARK REC CORP. FONTAIN REPLACED				
						ACCOUNT TOTAL	2,925.72	.00		2,925.72

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
FUND TOTAL							248,139.57	58.24	248,081.33
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS									
62		02/25 AP		07/09/24	0000000	GIERKE-ROBINSON COMPANY, INC.	140.87		07/30/24
62		02/25 AP		07/09/24	0000000	TROWEL/CAUTION TAPE O'DONNELL ACE HARDWARE	38.13		07/30/24
ACCOUNT TOTAL							179.00	.00	179.00
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
147		02/25 AP		07/18/24	0000000	O'DONNELL ACE HARDWARE BUG SPRAY	8.99		07/30/24
ACCOUNT TOTAL							8.99	.00	8.99
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2217		12/24 AP		07/02/24	0000000	THOMPSON SHOES P.O. #56988	144.50		07/30/24
2217		12/24 AP		07/01/24	0000000	BROWN'S SHOE FIT P.O. #56977	170.00		07/30/24
99		02/25 AP		07/15/24	0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	21.84		07/30/24
ACCOUNT TOTAL							336.34	.00	336.34
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS									
147		02/25 AP		07/16/24	0000000	BENTON'S READY MIX CONCRETE, 1034 CALUMETT SIDEWALK CFU PATCH	278.75		07/30/24
PROJECT#: 062436									
ACCOUNT TOTAL							278.75	.00	278.75
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
2206		12/24 AP		06/30/24	0000000	BMC AGGREGATES L.C. ROCK	216.14		07/30/24
2214		12/24 AP		06/30/24	0000000	ASPRO, INC.	406.98		07/30/24
2214		12/24 AP		06/30/24	0000000	ASPHALT ASPRO, INC.	2,207.31		07/30/24
2214		12/24 AP		06/30/24	0000000	ASPHALT NAPA AUTO PARTS	5,915.87		07/30/24
147		02/25 AP		07/22/24	0000000	NAPA PARTS GIERKE-ROBINSON COMPANY, INC.	1,065.57		07/30/24

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued				
147		02/25 AP		07/18/24	0000000	BUILDERS SELECT LLC	35.98			07/30/24
SAW BLADE										
147		02/25 AP		07/17/24	0000000	BENTON'S READY MIX CONCRETE,	223.00			07/30/24
FORMS										
TERRACE CFU PATCH										
PROJECT#:		062436								
147		02/25 AP		07/17/24	0000000	BENTON'S READY MIX CONCRETE,	755.00			07/30/24
W 10TH CFU PATCH										
PROJECT#:		062436								
147		02/25 AP		07/13/24	0000000	ASPRO, INC.	717.06			07/30/24
ASPHALT										
147		02/25 AP		07/13/24	0000000	ASPRO, INC.	308.04			07/30/24
ASPHALT										
99		02/25 AP		07/09/24	0000000	BENTON'S READY MIX CONCRETE,	1,812.00			07/30/24
CFU PLEASANT DRIVE										
PROJECT#:		062436								
85		02/25 AP		07/06/24	0000000	ASPRO, INC.	306.00			07/30/24
ASPHALT										
ACCOUNT TOTAL							13,968.95	.00		13,968.95
206-6637-436.73-37 OTHER SUPPLIES / CRACK SEALING										
99		02/25 AP		07/17/24	0000000	O'DONNELL ACE HARDWARE	17.38			07/30/24
DUCT TAPE-CRACK SEALER										
85		02/25 AP		07/10/24	0000000	CAMPBELL SUPPLY WATERLOO	159.00			07/30/24
EXPANSION ROUTER										
85		02/25 AP		07/10/24	0000000	LOGAN CONTRACTORS SUPPLY, INC.	4,914.00			07/30/24
CRACK SEALANT										
99		02/25 AP		07/10/24	0000000	MENARDS-CEDAR FALLS	14.48			07/30/24
EXPANSION ROUTING										
99		02/25 AP		07/09/24	0000000	MENARDS-CEDAR FALLS	25.48			07/30/24
EXPANSION ROUTING										
ACCOUNT TOTAL							5,130.34	.00		5,130.34
206-6637-436.81-18 PROFESSIONAL SERVICES / INRCOG										
103		02/25 AP		07/15/24	0000000	IOWA NORTHLAND REGIONAL CO. O	7,327.61			07/30/24
MEMBERSHIP DUES FY25										
ACCOUNT TOTAL							7,327.61	.00		7,327.61
206-6637-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
85		02/25 AP		07/11/24	0000000	C & C WELDING & SANDBLASTING	425.60			07/30/24
RAILING REPAIR										
ACCOUNT TOTAL							425.60	.00		425.60

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
103		02/25 AP		07/25/24	0000000	BLACK HAWK CO.ABSTRACT	764.00		07/30/24
						3341-HWY57 & UNION RD INT			
						NEW ABSTRACT-4109 W 1ST			
		PROJECT#:			023341				
					ACCOUNT TOTAL		764.00	.00	764.00
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM									
148		02/25 AP		07/18/24	0000000	BOULDER CONTRACTING, LLC	23,099.44		07/30/24
						3335-2024 ALLEY RECON			
		PROJECT#:			023335				
					ACCOUNT TOTAL		23,099.44	.00	23,099.44
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
2212		12/24 AP		07/15/24	0000000	AECOM TECHNICAL SERVICES, INC	444.57		07/30/24
						3240-W 27TH ST RECON			
						THROUGH 06/28/24			
		PROJECT#:			023240				
					ACCOUNT TOTAL		444.57	.00	444.57
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2230		12/24 AP		06/24/24	0000000	MENARDS-CEDAR FALLS	189.30		07/30/24
						LIGHT, ANT KILLER, USB			
						STORAGE			
2230		12/24 AP		06/05/24	0000000	O'DONNELL ACE HARDWARE	31.38		07/30/24
						MAGNET			
147		02/25 AP		07/15/24	0000000	O'DONNELL ACE HARDWARE	254.55		07/30/24
						SILICON/SCREW DRIVER/TAPE			
						CABLE TIES/PLIERS			
					ACCOUNT TOTAL		475.23	.00	475.23
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
99		02/25 AP		07/15/24	0000000	CITY LAUNDERING CO.	14.85		07/30/24
						FIRST AID SUPPLIES			
					ACCOUNT TOTAL		14.85	.00	14.85
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
147		02/25 AP		07/22/24	0000000	DIAMOND VOGEL PAINT - #64/#55	57.28		07/30/24
						PAINT			
147		02/25 AP		07/22/24	0000000	DIAMOND VOGEL PAINT - #64/#55	97.50		07/30/24
						PAINT			
62		02/25 AP		07/11/24	0000000	DIAMOND VOGEL PAINT - #64/#55	155.00		07/30/24
						PAINT TIPS			
					ACCOUNT TOTAL		309.78	.00	309.78

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
85		02/25 AP		07/11/24	0000000	MOBOTREX, INC	4,150.00		07/30/24
						PRE EMPT SENSORS			
147		02/25 AP		07/01/24	0000000	ECHO GROUP, INC.	704.37		07/30/24
						ROUNDAABOUT LIGHTING			
						UPGRADES			
						ACCOUNT TOTAL	4,854.37	.00	4,854.37
206-6647-436.93-01 EQUIPMENT / EQUIPMENT									
147		02/25 AP		07/17/24	0000000	COVERUP, LTD.	2,375.00		07/30/24
						BED COVER AND BOX DRAWER			
						SYSTEM PW03305			
						ACCOUNT TOTAL	2,375.00	.00	2,375.00
						FUND TOTAL	59,992.82	.00	59,992.82
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									
58		02/25 AP		07/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.53		07/30/24
						FINE TIP PERMANENT MARKER			
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.19		07/30/24
						11X17 COPY PAPER			
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.91		07/30/24
						DISH DTRGNT,NOTEBOOK,MRKR			
						LGL PAD,AAA/D BATT,STAPLE			
						ACCOUNT TOTAL	6.63	.00	6.63
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	30.00		07/30/24
						#9 WINDOW ENVELOPES			
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	2.31		07/30/24
						#10 REGULAR ENVELOPES			
						ACCOUNT TOTAL	32.31	.00	32.31
						FUND TOTAL	38.94	.00	38.94

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
58		02/25 AP		07/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.11		07/30/24	
						FINE TIP PERMANENT MARKER				
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.80		07/30/24	
						11X17 COPY PAPER				
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.58		07/30/24	
						DISH DTRGNT,NOTEBOOK,MRKR				
						LGL PAD,AAA/D BATT,STAPLE				
						ACCOUNT TOTAL	1.49	.00	1.49	
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING										
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	10.00		07/30/24	
						#9 WINDOW ENVELOPES				
67		02/25 AP		07/02/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	91.36		07/30/24	
						PH NTC.-CDBG				
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	2.31		07/30/24	
						#10 REGULAR ENVELOPES				
						ACCOUNT TOTAL	103.67	.00	103.67	
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2213		12/24 AP		06/28/24	0000000	IOWA NORTHLAND REGIONAL CO. O	274.53		07/30/24	
						FFY23 AGENCY AWARDS				
						JUNE EXPENSES				
						PROJECT#: 022250				
2213		12/24 AP		06/28/24	0000000	IOWA NORTHLAND REGIONAL CO. O	83.60		07/30/24	
						FFY23 PLAN & REPORTS				
						JUNE EXPENSES				
						ACCOUNT TOTAL	358.13	.00	358.13	
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT										
2212		12/24 AP		07/19/24	0000000	OEL CONSTRUCTION SERVICES, IN	1,619.99		07/30/24	
						3248-CDBG'21 SIDEWALK INF				
						PROJECT#: 023248				
						ACCOUNT TOTAL	1,619.99	.00	1,619.99	
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2213		12/24 AP		06/28/24	0000000	IOWA NORTHLAND REGIONAL CO. O	424.51		07/30/24	
						FFY23 RENTAL REHAB				
						JUNE EXPENSES				
						ACCOUNT TOTAL	424.51	.00	424.51	
						FUND TOTAL	2,507.79	.00	2,507.79	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
2212		12/24	AP	07/15/24	0000000	242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON AECOM TECHNICAL SERVICES, INC	3,849.77			07/30/24
						3271-N CEDAR HEIGHTS PH1 06/08-06/28/24				
						PROJECT#: 023271				
2212		12/24	AP	07/15/24	0000000	TERRACON CONSULTANTS, INC.	3,168.80			07/30/24
						3271-N CEDAR HEIGHTS PH2 SERVICES THROUGH 07/06/24				
						PROJECT#: 023271				
2212		12/24	AP	07/08/24	0000000	AECOM TECHNICAL SERVICES, INC	771.23			07/30/24
						3271-N CEDAR HEIGHTS PH1 04/06-06/28/24-SURVEY				
						PROJECT#: 023271				
2217		12/24	AP	06/27/24	0000000	AHLERS AND COONEY, P.C.	461.78			07/30/24
						LGL:02371:N.CDR HTS 05/16/24-06/13/24				
						PROJECT#: 023271				
2212		12/24	AP	04/11/24	0000000	BLACK HAWK CO.ABSTRACT	80.00			07/30/24
						3271-N CEDAR HEIGHTS PH2 REPORT UPDATE-PARCEL 219				
						PROJECT#: 023271				
103		02/25	AP	07/24/24	0000000	BLACK HAWK CO.RECORDER	352.00			07/30/24
						3271-N CDR HEIGHTS RCD FEE:CONDEMN. NO.556				
						PROJECT#: 023271				
103		02/25	AP	07/24/24	0000000	BLACK HAWK CO.RECORDER	12.80			07/30/24
						3271-N CDR HGTS RECON PH1 TRFR FEB:CONDEMN. NO.556				
						PROJECT#: 023271				
148		02/25	AP	07/10/24	0000000	BLACK HAWK CO.ABSTRACT	75.00			07/30/24
						3271-N CEDAR HEIGHTS PH2 REPORT UPDATE-PARCEL 218				
						PROJECT#: 023271				
						ACCOUNT TOTAL	8,771.38	.00		8,771.38
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
2212		12/24	AP	03/31/24	0000000	QUESTCDN	396.00			07/30/24
						3337-2024 STREET RESTOR 18 BIDS				
						PROJECT#: 023337				
148		02/25	AP	07/18/24	0000000	ASPRO, INC.	421,498.72			07/30/24
						3337-2024 STREET RESTOR				
						PROJECT#: 023337				
						ACCOUNT TOTAL	421,894.72	.00		421,894.72
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
2212		12/24	AP	07/16/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	29,940.38			07/30/24
						3283-MAIN ST RECONSTRUCT SERVICES THROUGH 06/30/24				
						PROJECT#: 023283				
148		02/25	AP	07/20/24	0000000	PETERSON CONTRACTORS	436,962.32			07/30/24
						3283-MAIN ST RECONSTRUCT				
						PROJECT#: 023283				
148		02/25	AP	07/15/24	0000000	TERRACON CONSULTANTS, INC.	81.50			07/30/24
						3283-MAIN ST RECONSTRUCT THROUGH 07/06/24				

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 27
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued				
PROJECT#: 023283										
ACCOUNT TOTAL							466,984.20	.00	466,984.20	
FUND TOTAL							897,650.30	.00	897,650.30	
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	5.00			07/30/24
		#9 WINDOW ENVELOPES								
58		02/25 AP		07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.19			07/30/24
		11X17 COPY PAPER								
67		02/25 AP		07/02/24	0000000	STOREY KENWORTHY	2.31			07/30/24
		#10 REGULAR ENVELOPES								
ACCOUNT TOTAL							10.50	.00	10.50	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
103		02/25 AP		07/16/24	0000000	MENARDS-CEDAR FALLS	30.99			07/30/24
		HOLE SAW W/ ARBOR								
103		02/25 AP		07/16/24	0000000	MENARDS-CEDAR FALLS	33.99			07/30/24
		BI-METAL HOLE SAW								
ACCOUNT TOTAL							64.98	.00	64.98	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
103		02/25 AP		07/25/24	0000000	ECHO GROUP, INC.	1,141.62			07/30/24
		WALL MOUNT ENCLOSURES								
103		02/25 AP		07/16/24	0000000	ECHO GROUP, INC.	21.69			07/30/24
		SET SCREW/PLASTIC BUSHING								
67		02/25 AP		07/11/24	0000000	B & H PHOTO-VIDEO-PRO AUDIO	598.75			07/30/24
		LEFT PAN ARM/COG PLATE								
ACCOUNT TOTAL							1,762.06	.00	1,762.06	
FUND TOTAL							1,837.54	.00	1,837.54	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
103		02/25 AP		07/22/24	0000000	STOREY KENWORTHY	25.00			07/30/24
		#9 WINDOW ENVELOPES								
58		02/25 AP		07/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.06			07/30/24
		FINE TIP PERMANENT MARKER								

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
58		02/25	AP	07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.78			07/30/24
						11X17 COPY PAPER				
58		02/25	AP	07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.82			07/30/24
						DISH DTRGNT,NOTEBOOK,MRKR				
67		02/25	AP	07/02/24	0000000	STOREY KENWORTHY	11.53			07/30/24
						#10 REGULAR ENVELOPES				
						ACCOUNT TOTAL	48.19	.00	48.19	
258-5531-435.81-22 PROFESSIONAL SERVICES / PARKING STUDY										
2217		12/24	AP	07/11/24	0000000	FISHBECK	2,152.15			07/30/24
						PARKING STUDY				THROUGH 07/05/24
						ACCOUNT TOTAL	2,152.15	.00	2,152.15	
						FUND TOTAL	2,200.34	.00	2,200.34	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
137		02/25	AP	07/19/24	0000000	PROFESSIONAL OFFICE SERVICES	1,938.55			07/30/24
						UNI STUDENT MAILING 2024				
						ACCOUNT TOTAL	1,938.55	.00	1,938.55	
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS										
2233		12/24	AP	06/27/24	0000000	WOOLVERTON PRINTING CO.	530.00			07/30/24
						2300 EACH LETTERS				RON GAINES & CITY INFO
						ACCOUNT TOTAL	530.00	.00	530.00	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
137		02/25	AP	07/19/24	0000000	TWO RIVERS MARKETING	475.00			07/30/24
						JULY REPORT & ANAYLITCS				
						ACCOUNT TOTAL	475.00	.00	475.00	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
137		02/25	AP	07/20/24	0000000	FITKIN POPCORN COMPANY	72.00			07/30/24
						3 CASES POPCORN				
						ACCOUNT TOTAL	72.00	.00	72.00	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
137		02/25 AP		07/15/24	0000000	IOWA TRAVEL INDUSTRY PARTNERS ANNUAL DMO MEMBERSHIP	5,125.00			07/30/24
ACCOUNT TOTAL							5,125.00	.00	5,125.00	
261-2291-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS										
78		02/25 AP		07/01/24	0000000	BUTLER-GRUNDY DEVELOPMENT ALL JOINT BOOTH SPACE AT RAGBRAI EXPO	275.00			07/30/24
ACCOUNT TOTAL							275.00	.00	275.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
78		02/25 AP		07/05/24	0000000	VESTIS MAT SERVICE	7.80			07/30/24
ACCOUNT TOTAL							7.80	.00	7.80	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
137		02/25 AP		07/22/24	0000000	WATERLOO CHIN CHRISTIAN CHURCH IA CHIN CHRISTIAN FLLWSHP	500.00			07/30/24
137		02/25 AP		07/17/24	0000000	CONF SPONSORSHIP COMMUNITY MAIN STREET	2,247.00			07/30/24
78		02/25 AP		07/06/24	0000000	SILENT DISCO PARTNERHSIP ANTIQUE ACRES OLD TIME POWER SHOW 2024	500.00			07/30/24
ACCOUNT TOTAL							3,247.00	.00	3,247.00	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
2219		12/24 AP		06/21/24	0000000	IOWA 7V7 FOOTBALL 7V7 BACK TO BALLIN 2 TOURNMENTS (APRIL&MAY)	6,000.00			07/30/24
ACCOUNT TOTAL							6,000.00	.00	6,000.00	
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS										
2219		12/24 AP		06/20/24	0000000	COMMUNITY MAIN STREET GIFT CARDS FOR PANTHERS ON PARADE ARTIST (REPAIRS)	200.00			07/30/24
PROJECT#:					032372					
78		02/25 AP		07/10/24	0000000	WEGNER, AMBER REPAIR STRUCTURE REAL ESTATE PANTHER ON PARADE	500.00			07/30/24
PROJECT#:					032372					
ACCOUNT TOTAL							700.00	.00	700.00	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION---	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS											
						FUND TOTAL		18,370.35	.00	18,370.35	
FUND 262 SENIOR SERVICES & COMM CT											
2104			262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
			12/24 AP 06/24/24 0000000			VESTIS	7.80				07/30/24
			COMM. CENTER MAT SERVICE								
2104			12/24 AP 06/20/24 0000000			CITY LAUNDERING CO.	46.45				07/30/24
			FIRST AID SUPPLY SERVICE-			COMMUNITY CENTER					
10			02/25 AP 07/22/24 0000000			VESTIS	7.80				07/30/24
			COMM. CENTER MAT SERVICE								
10			02/25 AP 07/08/24 0000000			VESTIS	7.80				07/30/24
			COMM. CENTER MAT SERVICE								
			ACCOUNT TOTAL				69.85	.00		69.85	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING											
2104			12/24 AP 07/03/24 0000000			HEARST CENTER FOR THE ARTS	150.00				07/30/24
			ART ACTIVITY ON 6/26/24								
2104			12/24 AP 07/02/24 0000000			MASMAR, MANDY SUE	120.00				07/30/24
			SENIOR LINE DANCING FOR			JUNE '24					
2104			12/24 AP 06/28/24 0000000			HEALTHCARE RESOLUTIONS	50.00				07/30/24
			BLOOD PRESSURE SCREENINGS			ON 6/18					
			ACCOUNT TOTAL				320.00	.00		320.00	
			FUND TOTAL				389.85	.00		389.85	
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											
2230			296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
			12/24 AP 07/16/24 0000000			AIRE SERV.OF THE CEDAR VALLEY	707.00				07/30/24
			HVAC REPAIR								
PROJECT#:			062516								
2214			12/24 AP 06/24/24 0000000			AIRE SERV.OF THE CEDAR VALLEY	381.83				07/30/24
			HVAC REPAIR								
PROJECT#:			062516								
			ACCOUNT TOTAL				1,088.83	.00		1,088.83	
			FUND TOTAL				1,088.83	.00		1,088.83	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.95-86						BOND FUND PROJECTS / CENTER STREET STREETScape				
2212		12/24	AP	07/23/24	0000000	OWEN CONTRACTING INC.	1,256.38			07/30/24
						3206-CENTER STEETScape				
		PROJECT#:			023206					
2212		12/24	AP	07/23/24	0000000	OWEN CONTRACTING INC.	81,191.39			07/30/24
						3206-CENTER STEETScape				
		PROJECT#:			023206	RETAINAGE				
		ACCOUNT TOTAL					82,447.77	.00	82,447.77	
		FUND TOTAL					82,447.77	.00	82,447.77	
FUND 405 FLOOD RESERVE FUND										
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE				
2213		12/24	AP	06/28/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,628.72			07/30/24
						3290-CEDAR RIVER REC				
		PROJECT#:			023290	JUNE EXPENSES				
2212		12/24	AP	06/11/24	0000000	STOKES WELDING	5,000.00			07/30/24
						3290-CEDAR RIVER REC				
		PROJECT#:			023290	TURTLE HEAD #1				
148		02/25	AP	07/19/24	0000000	HATALA ILLUSTRATION, INC.	4,200.00			07/30/24
						3290-CEDAR RIVER REC				
		PROJECT#:			023290	STAIN/PAINT TURTLEBACK				
148		02/25	AP	07/17/24	0000000	PETERSON CONTRACTORS	36,665.25			07/30/24
						3290-CEDAR RIVER REC				
		PROJECT#:			023290					
		ACCOUNT TOTAL					47,493.97	.00	47,493.97	
		FUND TOTAL					47,493.97	.00	47,493.97	
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
410-1220-431.96-78						SEWER BOND PROJECTS / NUTRIENT REMOV/FAC PLAN				
2235		12/24	AP	07/11/24	0000000	STRAND ASSOCIATES, INC.	35,537.87			07/30/24
						ENG CONS PLANT UPGRADES				
		PROJECT#:			023322	6/1/24-6/30/24				
		ACCOUNT TOTAL					35,537.87	.00	35,537.87	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 410 CORONAVIRUS LOCAL RELIEF										
410-1220-148		431.96-82		02/25 AP 07/22/24	0000000	OAK PARK SEWER REPLACE PETERSON CONTRACTORS	9,329.00			07/30/24
						3182-OAK PARK SEWER				
						PROJECT#: 023182				
						ACCOUNT TOTAL	9,329.00	.00	9,329.00	
410-1220-431.96-88 SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER										
410-1220-148		02/25 AP 07/20/24		0000000		PETERSON CONTRACTORS	130,350.00			07/30/24
						3283-MAIN ST RECONSTRUCT ARPA				
						PROJECT#: 023283				
						ACCOUNT TOTAL	130,350.00	.00	130,350.00	
						FUND TOTAL	175,216.87	.00	175,216.87	
FUND 430 TIF BOND										
430-1220-2212		431.97-70		12/24 AP 07/22/24	0000000	VIKING ROAD SNYDER & ASSOCIATES, INC.	5,840.06			07/30/24
						3212-WEST VIKING RD RECON 06/01-06/30/24				
						PROJECT#: 023212				
430-1220-2212		02/24 AP 07/15/24		0000000		TERRACON CONSULTANTS, INC.	2,794.75			07/30/24
						3212-WEST VIKING RD RECON SERVICES THROUGH 07/06/24				
						PROJECT#: 023212				
430-1220-148		02/25 AP 07/17/24		0000000		PETERSON CONTRACTORS	206,511.61			07/30/24
						3212-WEST VIKING RD RECON				
						PROJECT#: 023212				
						ACCOUNT TOTAL	215,146.42	.00	215,146.42	
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE										
430-1220-2212		12/24 AP 07/13/24		0000000		OWEN CONTRACTING INC.	105,058.31			07/30/24
						3242-DWNTWN STREETSCP II RETAINAGE				
						PROJECT#: 023242				
430-1220-2212		12/24 AP 07/12/24		0000000		OWEN CONTRACTING INC.	16,583.32			07/30/24
						3242-DWNTWN STREETSCP II				
						PROJECT#: 023242				
						ACCOUNT TOTAL	121,641.63	.00	121,641.63	
						FUND TOTAL	336,788.05	.00	336,788.05	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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								
2212		12/24 AP 07/03/24 0000000				SHIVE-HATTERY	28,261.00			07/30/24
		3330-W 23RD STREET RECON				SERVICES THROUGH 06/28/24				
PROJECT#:		023330								
ACCOUNT TOTAL							28,261.00	.00	28,261.00	
434-1220-431.98-81		CAPITAL PROJECTS / PICKLE BALL COURTS								
2212		12/24 AP 07/15/24 0000000				TERRACON CONSULTANTS, INC.	826.40			07/30/24
		3331-ORCHARD PICKLEBALL				SERVICES THROUGH 07/06/24				
PROJECT#:		023331								
148		02/25 AP 07/18/24 0000000				ASPRO, INC.	102,499.07			07/30/24
		3331-ORCHARD PICKLEBALL								
PROJECT#:		023331								
ACCOUNT TOTAL							103,325.47	.00	103,325.47	
FUND TOTAL							131,586.47	.00	131,586.47	
FUND 435	1999	TIF								
FUND 436	2016	BOND								
FUND 437	2018	BOND								
FUND 438	2020	BOND								
FUND 439	2022	BOND								
439-1220-431.98-87		CAPITAL PROJECTS / SLOPE REPAIR								
2212		12/24 AP 07/18/24 0000000				AECOM TECHNICAL SERVICES, INC	1,544.35			07/30/24
		3256-GREENWOOD CEM SLOPE				06/08-06/28/24				
PROJECT#:		023256								
ACCOUNT TOTAL							1,544.35	.00	1,544.35	
439-1220-431.98-96		CAPITAL PROJECTS / FINANCIAL SYSTEM								
2226		12/24 AP 07/24/24 0000000				BERRY DUNN MCNEIL & PARKER, L	5,280.00			07/30/24
		ERP IMPLEMENTATION				JUNE 2024				
PROJECT#:		012022								
ACCOUNT TOTAL							5,280.00	.00	5,280.00	
FUND TOTAL							6,824.35	.00	6,824.35	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 443 CAPITAL PROJECTS										
443-1220-431	92-27	STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS								
2206		12/24	AP	06/27/24	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR EAST SPREAD FOOTING	756.00		07/30/24	
PROJECT#:		062523								
2206		12/24	AP	06/26/24	0000000	ECHO GROUP, INC. CEMETERY SHELTER LIGHTS	231.00		07/30/24	
PROJECT#:		062523								
2206		12/24	AP	06/25/24	0000000	BENTON'S READY MIX CONCRETE, WEST COLUMBARIUM FOOTING	1,661.00		07/30/24	
PROJECT#:		062523								
2206		12/24	AP	06/21/24	0000000	BENTON BUILDING CENTER CEMETERY SHELTER-SCREWS	49.50		07/30/24	
PROJECT#:		062523								
2206		12/24	AP	06/20/24	0000000	WHITE CAP, LP COLUMBARIUM	432.31		07/30/24	
PROJECT#:		062523								
99		02/25	AP	07/16/24	0000000	GIERKE-ROBINSON COMPANY, INC. CURE AND REBAR TIES	344.35		07/30/24	
PROJECT#:		062523								
147		02/25	AP	07/16/24	0000000	BENTON'S READY MIX CONCRETE, COLUMBARIUM ROAD	4,960.00		07/30/24	
PROJECT#:		062523								
99		02/25	AP	07/11/24	0000000	BENTON'S READY MIX CONCRETE, COLUMBARIUM	594.00		07/30/24	
PROJECT#:		062523								
99		02/25	AP	07/11/24	0000000	O'DONNELL ACE HARDWARE COLUMBARIUM	56.47		07/30/24	
PROJECT#:		062523								
85		02/25	AP	07/10/24	0000000	LOGAN CONTRACTORS SUPPLY, INC. REBAR	1,002.00		07/30/24	
PROJECT#:		062523								
147		02/25	AP	07/10/24	0000000	LEYMASTER TILE, RUSTY TILE FOR WALL	133.65		07/30/24	
PROJECT#:		062523								
62		02/25	AP	07/09/24	0000000	BUILDERS SELECT LLC CEMETERY SHELTER	37.16		07/30/24	
PROJECT#:		062523								
99		02/25	AP	07/09/24	0000000	BENTON'S READY MIX CONCRETE, COLUMBARIUM	1,963.00		07/30/24	
PROJECT#:		062523								
62		02/25	AP	07/08/24	0000000	BUILDERS SELECT LLC FORMING LBR	80.90		07/30/24	
PROJECT#:		062523								
99		02/25	AP	07/03/24	0000000	BLACK HAWK RENTAL BUGGY COLUMBARIUM	128.40		07/30/24	
PROJECT#:		062523								
99		02/25	AP	07/03/24	0000000	BENTON'S READY MIX CONCRETE, COLUMBARIUM	1,740.00		07/30/24	
PROJECT#:		062523								
62		02/25	AP	07/01/24	0000000	BLACK HAWK RENTAL	128.40		07/30/24	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 35
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 443 CAPITAL PROJECTS									
443-1220-431.92-27						STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS CONCRETE BUGGY COLUMBARIUM	continued		
PROJECT#:		062523							
85		02/25 AP		07/01/24	0000000	BENTON'S READY MIX CONCRETE, COLUMBARIUM SHELTER FLOOR	1,963.00		07/30/24
PROJECT#:		062523							
						ACCOUNT TOTAL	16,261.14	.00	16,261.14
443-1220-431.94-03 CAPITAL PROJECTS / MISCELLANEOUS									
103		02/25 AP		07/29/24	0000000	CEDAR FALLS ROTARY FOUNDATION RELEASE - ESCROW INTEREST	18.99		07/30/24
						ACCOUNT TOTAL	18.99	.00	18.99
443-1220-431.94-23 CAPITAL PROJECTS / PROPERTY BUYOUTS									
2226		12/24 AP		05/10/24	0000000	HAWKEYE ENVIRONMENTAL, LLC ASBESTOS TESTING-523 1ST	750.00		07/30/24
103		02/25 AP		07/25/24	0000000	HAWKEYE ENVIRONMENTAL, LLC POST ABATEMENT-523 1ST	200.00		07/30/24
58		02/25 AP		07/09/24	0000000	ALL STAR ENVIRONMENTAL, LLC ASBESTOS ABATEMENT 523 W 1ST	2,375.00		07/30/24
						ACCOUNT TOTAL	3,325.00	.00	3,325.00
443-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS									
2224		12/24 AP		06/10/24	0000000	ACOUSTIBLOK, INC. ACOUSTIC BLOK ORCHARD HILL PICKLEBALL	13,347.18		07/30/24
PROJECT#:		023331							
						ACCOUNT TOTAL	13,347.18	.00	13,347.18
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD									
2212		12/24 AP		07/17/24	0000000	SCHMITT CONSTRUCTION CO.INC., 3244-ASHWORTH DR EXT.	9,682.11		07/30/24
PROJECT#:		023244							
						ACCOUNT TOTAL	9,682.11	.00	9,682.11
						FUND TOTAL	42,634.42	.00	42,634.42

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 36
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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				
62		02/25 AP		07/03/24	0000000	OFFICE EXPRESS OFFICE PRODUCT LABELS	10.84			07/30/24
						ACCOUNT TOTAL	10.84	.00	10.84	
551-6685-436.72-19						OPERATING SUPPLIES / PRINTING				
85		02/25 AP		07/16/24	0000000	SIGNS BY TOMORROW RATE SIGN FOR TRANSFER STATION	75.75			07/30/24
						ACCOUNT TOTAL	75.75	.00	75.75	
551-6685-436.72-64						OPERATING SUPPLIES / AUTOMATED CARTS				
2214		12/24 AP		02/05/24	0000000	CASCADE ENGINEERING INC WARRANTY CART CREDIT		3,575.30		07/30/24
2214		12/24 AP		04/26/23	0000000	CASCADE ENGINEERING INC AUTOMATED CARTS	19,588.00			07/30/24
147		02/25 AP		07/16/24	0000000	CASCADE ENGINEERING INC AUTOMATED CARTS	1,375.00			07/30/24
62		02/25 AP		07/08/24	0000000	CASCADE ENGINEERING INC AUTOMATED CARTS	21,145.00			07/30/24
						ACCOUNT TOTAL	42,108.00	3,575.30	38,532.70	
551-6685-436.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
2206		12/24 AP		06/24/24	0000000	MENARDS-CEDAR FALLS LADDER AND MISC REPAIR	769.88			07/30/24
99		02/25 AP		07/17/24	0000000	O'DONNELL ACE HARDWARE PARTS FOR TRANSFER ST	31.07			07/30/24
99		02/25 AP		07/09/24	0000000	MENARDS-CEDAR FALLS AIR HOSE PARTS-TRANSFER	3.33			07/30/24
						ACCOUNT TOTAL	804.28	.00	804.28	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 37
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436-2214		73-05		12/24	06/30/24 0000000	OTHER SUPPLIES / OPERATING EQUIPMENT NAPA AUTO PARTS	381.64			07/30/24
ACCOUNT TOTAL							381.64	.00	381.64	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
551-6685-436-2214		87-02		12/24	06/29/24 0000000	LIBERTY TIRE RECYCLING, LLC	382.39			07/30/24
147				02/25	07/13/24 0000000	TIRE RECYCLING LIBERTY TIRE RECYCLING, LLC	412.19			07/30/24
99				02/25	07/12/24 0000000	TIRE RECYCLING SAM ANNIS & CO.	86.96			07/30/24
85				02/25	07/10/24 0000000	PROPANE TANK REFILL MIDWEST ELECTRONIC RECOVERY	698.75			07/30/24
62				02/25	07/05/24 0000000	ELECTRONIC WASTE RECYCLIN G WEIKERT IRON AND METAL	2,499.00			07/30/24
62				02/25	07/03/24 0000000	APPLIANCE RECYCLING T & W GRINDING	9,425.00			07/30/24
ACCOUNT TOTAL							13,504.29	.00	13,504.29	
551-6685-436.93-01 EQUIPMENT / EQUIPMENT										
551-6685-436-2230		93-01		12/24	05/14/24 0000000	ROUTEWARE, INC.	14,892.96			07/30/24
ACCOUNT TOTAL							14,892.96	.00	14,892.96	
FUND TOTAL							71,777.76	3,575.30	68,202.46	
FUND 552 SEWER RENTAL FUND										
552-6665-436-141		72-05		02/25	07/10/24 0000000	OPERATING SUPPLIES / GAS & OIL O'DONNELL ACE HARDWARE	34.67			07/30/24
141				02/25	07/08/24 0000000	ANTIFREEZE/COIL CLEANER NORTHLAND PRODUCTS CO.	921.42			07/30/24
ACCOUNT TOTAL							956.09	.00	956.09	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
552-6665-436-141		72-16		02/25	07/11/24 0000000	OPERATING SUPPLIES / TOOLS O'DONNELL ACE HARDWARE	103.77			07/30/24
ACCOUNT TOTAL							103.77	.00	103.77	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 38
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2217		12/24	AP	07/01/24	0000000	BROWN'S SHOE FIT	155.00			07/30/24
						SAFETY SHOES-J TEGTMEIER P.O. #56975				
141		02/25	AP	07/12/24	0000000	MENARDS-CEDAR FALLS	48.72			07/30/24
						BOTTLED WATER				
						ACCOUNT TOTAL	203.72	.00		203.72
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2214		12/24	AP	06/30/24	0000000	NAPA AUTO PARTS	770.79			07/30/24
						NAPA PARTS				
2235		12/24	AP	05/20/24	0000000	O'DONNELL ACE HARDWARE	47.76			07/30/24
						PLANT SUPPLIES				
141		02/25	AP	07/03/24	0000000	MENARDS-CEDAR FALLS	69.25			07/30/24
						UV AND VARIOUS SUPPLIES				
						ACCOUNT TOTAL	887.80	.00		887.80
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
141		02/25	AP	07/10/24	0000000	O'DONNELL ACE HARDWARE	14.69			07/30/24
						LANDSCAPE FABRIC				
141		02/25	AP	07/08/24	0000000	CAMPBELL SUPPLY WATERLOO	205.33			07/30/24
						DRAIN CLEANER BAG				
141		02/25	AP	07/03/24	0000000	O'DONNELL ACE HARDWARE	103.98			07/30/24
						HOSE				
						ACCOUNT TOTAL	324.00	.00		324.00
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT										
141		02/25	AP	07/01/24	0000000	NORTH CENTRAL LABORATORIES	539.44			07/30/24
						FILTRES/BORATE BUFFER				
						SULFURIC ACID				
						ACCOUNT TOTAL	539.44	.00		539.44
552-6665-436.74-06 SEWER SUPPLIES / BLDG & GR - LIFT STATIONS										
141		02/25	AP	07/22/24	0000000	JOHNSTONE SUPPLY OF WATERLOO	1,376.41			07/30/24
						17TH ST GENERATOR ACTUATO RS				
141		02/25	AP	07/16/24	0000000	O'DONNELL ACE HARDWARE	5.38			07/30/24
						DOOR SHIMS				
						ACCOUNT TOTAL	1,381.79	.00		1,381.79
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY										
147		02/25	AP	07/17/24	0000000	BENTON'S READY MIX CONCRETE,	255.00			07/30/24
						12TH AND HUDSON BOXOUT				

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 39
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY						continued				
99		02/25	AP	07/16/24	0000000	UTILITY EQUIPMENT COMPANY 12TH AND HUDSON	481.74		07/30/24	
99		02/25	AP	07/12/24	0000000	BENTON'S READY MIX CONCRETE, BALBOA BOXOUTS	1,057.00		07/30/24	
85		02/25	AP	07/11/24	0000000	CRITEX LLC	1,339.20		07/30/24	
85		02/25	AP	07/03/24	0000000	BENTON'S READY MIX CONCRETE, JUANITA BOXOUTS	717.50		07/30/24	
ACCOUNT TOTAL							3,850.44	.00	3,850.44	
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL										
2230		12/24	AP	07/18/24	0000000	IOWA ONE CALL	502.20		07/30/24	
2214		12/24	AP	06/28/24	0000000	IOWA ONE CALL JUNE 2024	578.70		07/30/24	
2235		12/24	AP	06/26/24	0000000	IOWA ONE CALL MAY 2024	348.69		07/30/24	
141		02/25	AP	07/18/24	0000000	GRAINGER PARTS ONE CALL SUPPLIES	496.95		07/30/24	
141		02/25	AP	07/08/24	0000000	BLACKBURN MFG. CO. ONE CALL FLAGS	250.08		07/30/24	
ACCOUNT TOTAL							2,176.62	.00	2,176.62	
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
2230		12/24	AP	07/03/24	0000000	ECHO GROUP, INC.		1,210.25	07/30/24	
2235		12/24	AP	07/01/24	0000000	CONTACT KIT RETURN VAN METER, INC.		352.39	07/30/24	
2235		12/24	AP	06/26/24	0000000	PLUG RECEIPTABLE RETURN VAN METER, INC.	352.39		07/30/24	
2235		12/24	AP	06/25/24	0000000	PLUG RECEPTACLE VAN METER, INC.	534.05		07/30/24	
141		02/25	AP	07/18/24	0000000	LS REPAIR SUPPLIES JOHNSTONE SUPPLY OF WATERLOO	194.76		07/30/24	
ACCOUNT TOTAL							1,081.20	1,562.64	481.44-	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2235		12/24	AP	04/29/24	0000000	CHRISTIE DOOR COMPANY 309 GARAGE DOOR REPAIR	881.75		07/30/24	
ACCOUNT TOTAL							881.75	.00	881.75	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 40
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-141		436.86-12		REPAIR & MAINTENANCE / TOWELS					
	141			02/25 AP 07/22/24	0000000	VESTIS	34.46		07/30/24
				MOPS AND TOWELS					
	141			02/25 AP 07/08/24	0000000	VESTIS	34.46		07/30/24
				MOPS AND TOWELS					
				ACCOUNT TOTAL			68.92	.00	68.92
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
	141			02/25 AP 07/16/24	0000000	NORTHERN BALANCE & SCALE CO. LAB SCALE CALIBRATION	203.00		07/30/24
				ACCOUNT TOTAL			203.00	.00	203.00
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
	2235			12/24 AP 07/15/24	0000000	HAYES BROS.,LLC BELZ SARTORI TILE REPAIR SPRING 2024	1,336.45		07/30/24
				ACCOUNT TOTAL			1,336.45	.00	1,336.45
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
	2212			12/24 AP 07/15/24	0000000	AECOM TECHNICAL SERVICES, INC 3332-S MAIN SAN SEWER EXT 06/08-06/28/24	2,114.59		07/30/24
				PROJECT#: 023332					
				ACCOUNT TOTAL			2,114.59	.00	2,114.59
				FUND TOTAL			16,109.58	1,562.64	14,546.94
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
	58			02/25 AP 07/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.43		07/30/24
				FINE TIP PERMANENT MARKER					
	58			02/25 AP 07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.99		07/30/24
				11X17 COPY PAPER					
	58			02/25 AP 07/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.33		07/30/24
				DISH DTRGNT,NOTEBOOK,MRKR		LGL PAD,AAA/D BATT,STAPLE			
	67			02/25 AP 07/02/24	0000000	STOREY KENWORTHY	4.61		07/30/24
				#10 REGULAR ENVELOPES					
				ACCOUNT TOTAL			11.36	.00	11.36
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 41
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 555 STORM WATER UTILITY									
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS						continued			
2206		12/24	AP	06/25/24	0000000	BENTON'S READY MIX CONCRETE, HIGH STREET	334.50		07/30/24
2206		12/24	AP	06/24/24	0000000	MENARDS-CEDAR FALLS	189.89		07/30/24
99		02/25	AP	07/10/24	0000000	MENARDS-CEDAR FALLS	39.13		07/30/24
99		02/25	AP	07/09/24	0000000	MENARDS-CEDAR FALLS 1615 MAIN STORM PVC PIPE/ELBOW,DRAIN	131.57		07/30/24
ACCOUNT TOTAL							695.09	.00	695.09
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
148		02/25	AP	07/01/24	0000000	BLACK HAWK COUNTY CONSERVATIO HARTMAN EDUCATION PARNTER	1,685.00		07/30/24
ACCOUNT TOTAL							1,685.00	.00	1,685.00
555-6630-432.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2212		12/24	AP	06/28/24	0000000	ALMETEK INDUSTRIES, INC. 4" WATERWAY FISH W/HOLE	4,194.39		07/30/24
ACCOUNT TOTAL							4,194.39	.00	4,194.39
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2212		12/24	AP	07/11/24	0000000	FOTH INFRASTRUCTURE & ENVIRON 3261-KATOSKI BRIDGE REPL	5,202.36		07/30/24
PROJECT#:					023261				
2212		12/24	AP	06/28/24	0000000	IOWA NORTHLAND REGIONAL CO. O 3306-2023 STORMWATER PLAN	166.74		07/30/24
PROJECT#:					023306	JUNE EXPENSES			
ACCOUNT TOTAL							5,369.10	.00	5,369.10
FUND TOTAL							11,954.94	.00	11,954.94
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
103		02/25	AP	07/22/24	0000000	STOREY KENWORTHY	5.00		07/30/24
67		02/25	AP	07/02/24	0000000	STOREY KENWORTHY	2.31		07/30/24
ACCOUNT TOTAL							7.31	.00	7.31

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 42
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078-2217		441.72-01		12/24	AP 06/07/24 0000000	OPERATING SUPPLIES / STRICTLY TECHNOLOGY, LLC	175.00			07/30/24
						USB-C CABLES-FALLS POS				
						ACCOUNT TOTAL	175.00	.00	175.00	
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT										
67		02/25		AP 07/01/24 0000000		CIVICPLUS	19,855.59			07/30/24
						WEBSITE HOSTING & MAINT				07/01/24-06/30/25
						ACCOUNT TOTAL	19,855.59	.00	19,855.59	
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES										
67		02/25		AP 07/08/24 0000000		IP PATHWAYS, LLC	5,280.00			07/30/24
						VMWARE UPGRADE PROJECT				
67		02/25		AP 07/01/24 0000000		IP PATHWAYS, LLC	3,870.00			07/30/24
						NTWRK MONITORING-AS SERV.				ANNUAL BILLING 2024-2025
						ACCOUNT TOTAL	9,150.00	.00	9,150.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
103		02/25		AP 07/22/24 0000000		GORDON FLESCH COMPANY	1,246.00			07/30/24
						COPIERS/ASI-24629-MPS-01				07/22/24-08/21/24
						ACCOUNT TOTAL	1,246.00	.00	1,246.00	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
2217		12/24		AP 06/30/24 0000000		IP PATHWAYS, LLC	6,254.90			07/30/24
						DR AS A SERVICE				MONTHLY BILLIG JUNE'24
103		02/25		AP 07/15/24 0000000		PASTPERFECT SOFTWARE, INC.	540.00			07/30/24
						ANNUAL SUPPORT RENEWAL				8/28/24-8/28/25
67		02/25		AP 07/02/24 0000000		MARCO TECHNOLOGIES LLC NW7128	12,964.80			07/30/24
						ANNUAL SUPPORT-PHONE SYST				07/02/24-07/01/25
67		02/25		AP 07/01/24 0000000		INSIGHT PUBLIC SECTOR, INC.	17,389.64			07/30/24
						SOFTWARE ASSURANCE				MS SERVERS
						ACCOUNT TOTAL	37,149.34	.00	37,149.34	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
103		02/25		AP 07/22/24 0000000		CEDAR FALLS UTILITIES	712.24			07/30/24
						CAMERAS-27TH STREET				
103		02/25		AP 07/18/24 0000000		HAWKEYE COMMUNICATION/FANDEL	1,940.15			07/30/24
						NEW CAMERA LICENSES				
103		02/25		AP 07/17/24 0000000		IT SAVVY, LLC	6,223.00			07/30/24
						LAPTOPS-PSS/FBO/CD				

PREPARED 07/30/2024, 13:59:17
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 606 DATA PROCESSING FUND									
606-1078-441.93-01 EQUIPMENT / EQUIPMENT						continued			
103		02/25 AP		07/17/24	0000000 IT SAVVY, LLC	800.00		07/30/24	
					DOCKING STATIONS				
67		02/25 AP		07/15/24	0000000 ENSEMBLE SOLUTIONS GROUP	401.00		07/30/24	
					CHROMEBOOK (LTE)-CODE ENF				
					ACCOUNT TOTAL	10,076.39	.00	10,076.39	
					FUND TOTAL	77,659.63	.00	77,659.63	
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
2214		12/24 AP		06/30/24	0000000 NAPA AUTO PARTS	1,161.13		07/30/24	
					NAPA PARTS				
2230		12/24 AP		06/30/24	0000000 AIRGAS USA, LLC	100.58		07/30/24	
					WELDING AND CUTTING GAS				
2230		12/24 AP		05/31/24	0000000 NORTHLAND PRODUCTS CO.	1,300.14		07/30/24	
					BULK TALAMAR				
2230		12/24 AP		05/03/24	0000000 NORTHLAND PRODUCTS CO.	1,258.72		07/30/24	
					GREASE AND BULK 5W20				
147		02/25 AP		07/17/24	0000000 NORTHLAND PRODUCTS CO.	41.20		07/30/24	
					USED OIL COLLECTION				
147		02/25 AP		07/12/24	0000000 NEXUS COOPERATIVE	38,844.82		07/30/24	
					DIESEL FUEL AT BOTH SITES				
85		02/25 AP		07/11/24	0000000 NORTHLAND PRODUCTS CO.	354.02		07/30/24	
					WASHER FLUID AND GREASE				
85		02/25 AP		07/10/24	0000000 NORTHLAND PRODUCTS CO.	48.00		07/30/24	
					USED OIL COLLECTION				
					ACCOUNT TOTAL	43,108.61	.00	43,108.61	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
2214		12/24 AP		06/30/24	0000000 NAPA AUTO PARTS	1,506.89		07/30/24	
					NAPA PARTS				
85		02/25 AP		07/11/24	0000000 MATCO TOOLS	9.95		07/30/24	
					REPLACEMENT OF SHOP DRILL BIT				
85		02/25 AP		07/11/24	0000000 KAY, PHILIP R.	479.90		07/30/24	
					STABILIZER JACK, RACKET FOR SHOP				
					ACCOUNT TOTAL	1,996.74	.00	1,996.74	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2217		12/24 AP		07/02/24	0000000 THOMPSON SHOES	161.50		07/30/24	

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued				
99				02/25 AP 07/15/24	0000000	CITY LAUNDERING CO. SAFETY SHOES-R MITCHELL P.O. #56987 FIRST AID SUPPLIES	21.91			07/30/24
ACCOUNT TOTAL							183.41	.00	183.41	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
2214				12/24 AP 06/30/24	0000000	NAPA AUTO PARTS NAPA PARTS	38,227.65			07/30/24
2230				12/24 AP 06/28/24	0000000	BLACK HAWK RENTAL	94.00			07/30/24
2206				12/24 AP 06/27/24	0000000	BOBCAT KEY/SENSOR #299 LAWSON PRODUCTS, INC.	1,151.24			07/30/24
2206				12/24 AP 06/27/24	0000000	MISC SHOP SUPPLIES TOYNE, INC.	54.30			07/30/24
2230				12/24 AP 06/25/24	0000000	1/2 INCH WATER LINE MENARDS-CEDAR FALLS #244 HOLE SAW	10.29			07/30/24
2206				12/24 AP 06/21/24	0000000	POLK'S LOCK SERVICE, INC.	25.00			07/30/24
2206				12/24 AP 06/13/24	0000000	SPARE KEY FOR #504 POLK'S LOCK SERVICE, INC.	4.00			07/30/24
147				02/25 AP 07/22/24	0000000	SPARE KEY FOR #372 KUSTOM SIGNALS, INC.	576.00			07/30/24
147				02/25 AP 07/17/24	0000000	RADAR REPAIR PARTS MENARDS-CEDAR FALLS	35.56			07/30/24
147				02/25 AP 07/16/24	0000000	WELDABLE HINGE FOR #244 MENARDS-CEDAR FALLS	42.87			07/30/24
147				02/25 AP 07/12/24	0000000	#2185 PARTS-DEBRIS BOX LAWSON PRODUCTS, INC.	1,339.90			07/30/24
ACCOUNT TOTAL							41,560.81	.00	41,560.81	
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS										
2230				12/24 AP 06/27/24	0000000	PRECISE MRM LLC AVL CELL CHARGE	1,120.00			07/30/24
ACCOUNT TOTAL							1,120.00	.00	1,120.00	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
147				02/25 AP 07/15/24	0000000	D & D TIRE INC.	145.00			07/30/24
85				02/25 AP 07/08/24	0000000	#373 RFO TIRE REPAIR D & D TIRE INC.	145.00			07/30/24
85				02/25 AP 07/08/24	0000000	#373 TIRE REPAIR D & D TIRE INC.	400.00			07/30/24
ACCOUNT TOTAL							690.00	.00	690.00	

PREPARED 07/30/2024, 13:59:17
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 45
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
2206				12/24	AP 06/27/24 0000000	D & D TIRE INC.	2,500.00			07/30/24
						#342 DRIVE TIRES				
2206				12/24	AP 06/24/24 0000000	D & D TIRE INC.	700.00			07/30/24
						#373 TWO REAR TIRES				
2206				12/24	AP 06/20/24 0000000	D & D TIRE INC.	1,300.00			07/30/24
						#340 REAR TIRES				
2206				12/24	AP 06/14/24 0000000	D & D TIRE INC.	545.00			07/30/24
						#370 RIGHT FRONT TIRE				
2206				12/24	AP 06/11/24 0000000	D & D TIRE INC.	2,290.00			07/30/24
						#353 FRONT AND REAR TIRES				
2206				12/24	AP 06/11/24 0000000	D & D TIRE INC.	285.00			07/30/24
						REPLACED RIM #348				
2206				12/24	AP 06/11/24 0000000	P & K MIDWEST, INC.	5,187.76			07/30/24
						#2122 ENGINE HARNESS AND MOUNTS				
2206				12/24	AP 06/10/24 0000000	D & D TIRE INC.	380.00			07/30/24
						#297 LRO TIRE				
2206				12/24	AP 06/10/24 0000000	D & D TIRE INC.	35.00			07/30/24
						#382 RRO TIRE MOUNT				
2206				12/24	AP 05/27/24 0000000	RASMUSSEN CO., THE	75.00			07/30/24
						PD210 TOW TO PW				
2206				12/24	AP 05/21/24 0000000	RASMUSSEN CO., THE	750.00			07/30/24
						PULLED 348 FROM SOFT ROAD				
2206				12/24	AP 05/10/24 0000000	D & D TIRE INC.	545.00			07/30/24
						#373 RIGHT FRONT TIRE				
2206				12/24	AP 05/08/24 0000000	D & D TIRE INC.	1,190.00			07/30/24
						#351 STEERS				
147				02/25	AP 07/24/24 0000000	TRUCK CENTER COMPANIES EAST L	4,346.49			07/30/24
						#372 CLUTCH REPAIR				
147				02/25	AP 07/15/24 0000000	D & D TIRE INC.	400.00			07/30/24
						#340 LRI DUAL				
147				02/25	AP 07/02/24 0000000	RASMUSSEN CO., THE	75.00			07/30/24
						#2106 FUEL PUMP FAILURE				
						ACCOUNT TOTAL	20,604.25	.00	20,604.25	
						FUND TOTAL	109,263.82	.00	109,263.82	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
103				02/25	AP 07/19/24 0000000	ARTHUR J. GALLAGHER RISK MGMT	112,492.00			07/30/24
						24/25 EXCESS WORK COMP.				7/1/24-7/1/25
						ACCOUNT TOTAL	112,492.00	.00	112,492.00	
						FUND TOTAL	112,492.00	.00	112,492.00	

PREPARED 07/30/2024, 13:59:17
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 46
 ACCOUNTING PERIOD 12/2024

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03						INSURANCE / LTD INSURANCE			
103		02/25	AP	07/29/24	0000000	MADISON NATIONAL LIFE INS.CO. LTD-JULY'24	4,738.43		07/30/24
ACCOUNT TOTAL							4,738.43	.00	4,738.43
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
103		02/25	AP	07/29/24	0000000	MADISON NATIONAL LIFE INS.CO. GROUP LIFE(CITY)-JULY'24	3,306.46		07/30/24
103		02/25	AP	07/29/24	0000000	MADISON NATIONAL LIFE INS.CO. GROUP LIFE(SUPP)-JULY'24	2,615.48		07/30/24
ACCOUNT TOTAL							5,921.94	.00	5,921.94
FUND TOTAL							10,660.37	.00	10,660.37
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05						INSURANCE			
2217		12/24	AP	06/28/24	0000000	KOCH CONSTRUCTION, INC. HEARST CENTER	9,043.12		07/30/24
2226		12/24	AP	06/28/24	0000000	TRAVELERS DOL:04/23/24 JOY	13,564.90		07/30/24
148		02/25	AP	07/22/24	0000000	SCHMITT CONSTRUCTION CO.INC., 3205-ALGONQUIN DR RECON	224,192.50		07/30/24
PROJECT#: 023205									
103		02/25	AP	07/19/24	0000000	ARTHUR J. GALLAGHER RISK MGMT 24/25 PROPERTY RENEWAL	209,456.00		07/30/24
103		02/25	AP	07/19/24	0000000	ARTHUR J. GALLAGHER RISK MGMT 24/25 CYBER RENEWAL	32,705.80		07/30/24
103		02/25	AP	07/19/24	0000000	ARTHUR J. GALLAGHER RISK MGMT 24/25 AUTOMOBILE RENEWAL	89,803.00		07/30/24
103		02/25	AP	07/19/24	0000000	ARTHUR J. GALLAGHER RISK MGMT 24/25 EQUIP. BREAKDOWN	8,485.00		07/30/24
103		02/25	AP	07/19/24	0000000	ARTHUR J. GALLAGHER RISK MGMT 24/25 COMMERCIAL PACKAGE	140,437.00		07/30/24
103		02/25	AP	07/19/24	0000000	ARTHUR J. GALLAGHER RISK MGMT 24/25 UMBREALL RENEWAL	77,482.00		07/30/24
147		02/25	AP	07/16/24	0000000	BLACK HAWK RENTAL 68" ANGLE BROOM VM00572	6,192.44		07/30/24
ACCOUNT TOTAL							811,361.76	.00	811,361.76
FUND TOTAL							811,361.76	.00	811,361.76

PREPARED 07/30/2024, 13:59:17
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 47
ACCOUNTING PERIOD 12/2024

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
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							3,276,488.09	5,196.18	3,271,291.91