



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, FEBRUARY 06, 2023
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of January 17, 2023.

Agenda Revisions

Special Presentations

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

Staff Updates

Special Order of Business

2. Public Hearing on the proposed plans, specifications and forms of contract & estimate of cost for the Hudson Road & West Ridgeway Avenue Intersection Improvements Project.
 - Receive and file proof of publication of notice of hearing. (Notice published 01/23/2023)
 - Written communications filed with the City Clerk.
 - Staff comments.
 - Public comments.
 - Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Hudson Road & West Ridgeway Avenue Intersection Improvements Project.
3. Public Hearing on the proposed plans, specifications and forms of contract & estimate of cost for the Oak Park Boulevard Sanitary Sewer Replacement Project.
 - Receive and file proof of publication of notice of hearing. (Notice published 01/23/2023)
 - Written communications filed with the City Clerk.
 - Staff comments.
 - Public comments.
 - Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Oak Park Boulevard Sanitary Sewer Replacement Project.

Old Business

4. Pass Ordinance #3023, amending the Zoning Map by placing property located on Lots 5 and 6 of the Midway Business Park in the R-4, Multiple Unit Residential Zoning District, pursuant to provisions of a Zoning Agreement, upon its second consideration.
5. Pass Ordinance #3024, amending the Zoning Map by removing property generally described as Lots 1-4 of Midway Second Addition from the R-4, Multiple Unit Residential Zoning District, to the R-1, One & Two Unit Residential Zoning District, upon its second 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.)

6. Receive and file the City Council Standing Committee minutes of January 17, 2023 relative to the following item:
 - a) FY2023-FY2028 Capital Improvements Program (CIP).
7. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Julie Etheredge, Historic Preservation Commission, term ending 03/31/26.
 - b) Sally Timmer, Historic Preservation Commission, term ending 03/31/26.
8. Receive and file Departmental Monthly Reports of December 2022.
9. Approve the following applications for retail alcohol licenses:
 - a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C retail alcohol - renewal
 - b) Cottonwood Canyon, 419 Washington Street, Special Class C retail alcohol & outdoor service - renewal.
 - c) Chad's Pizza and Restaurant, 909 West 23rd Street, Class C retail alcohol & outdoor service - renewal.
 - d) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C retail alcohol - renewal.
 - e) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E retail alcohol - renewal.
 - f) Kwik Star, 2019 College Street, Class C beer & Class B wine – change in ownership.
 - g) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine – change in ownership.
 - h) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine – change in ownership.
 - i) Kwik Spirits, 4116 University Avenue, Class E retail alcohol – change in ownership.
 - j) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – 8-month permit.
 - k) Great Walls, 2125 College Street, Class B retail alcohol - new.
 - l) Hy-Vee Fast and Fresh, 6527 University Avenue, Class B retail alcohol – new.
 - m) Pheasant Ridge Golf Course, 3205 West 12th Street, Special Class C retail alcohol & outdoor service - 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.)

10. Resolution Calendar with items considered separately.
11. Resolution approving and authorizing execution of a Terminal Leave of Absence, Resignation, and Mutual Release Agreement with John Bostwick relative to employment with the City.
12. Resolution approving and authorizing execution of an Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications, relative to recruitment advertising.
13. Resolution approving and authorizing execution of a First Amendment to Professional Services Agreement with Berry, Dunn, McNeil & Parker, LLC relative to replacement of the City's financial system.
14. Resolution approving and authorizing execution of a Professional Service Agreement with OPN Architects, Inc. relative to the Hearst 2.0 Master Plan Project.

- [15.](#) Resolution approving a PC-2, Planned Commercial Zoning District site plan for construction of a retail building at 930 Viking Road.
- [16.](#) Resolution approving and authorizing execution of one Owner Purchase Agreement and one Amended and Substituted Owner Purchase Agreement, in conjunction with the Main Street Reconstruction Project.
- [17.](#) Resolution approving and accepting a Warranty Deed, in conjunction with the Main Street Reconstruction Project.
- [18.](#) Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system within the public right-of-way of West 27th Street near the Greenhill Road intersection.
- [19.](#) Resolution approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2022 CDBG Sanitary Sewer Rehabilitation Project.
- [20.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 4C to the Professional Service Agreement with Snyder & Associates, Inc. for platting and engineering services relative to West Viking Road Industrial Park - Phase VI.
- [21.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 10B to the Professional Service Agreement with Snyder & Associates, Inc. for design services relative to the West Viking Road Reconstruction and Recreational Trail Infill Project.
- [22.](#) Resolution receiving and filing, and approving the plans, specifications and estimate of cost for the Highway 58 & Ridgeway Avenue Reconstruction Project.

Allow Bills and Claims

- [23.](#) Allow Bills and Claims for February 6, 2023.

Council Updates and Announcements

Council Referrals

- [24.](#) Refer to the Public Works Committee a request for no parking on Bluebell Road.
- [25.](#) Refer to the Public Works Committee a request to review snow removal practices and policies.
26. Refer to the Public Works Committee a request for a four-way stop at Lone Tree Road and Center Street intersection.
27. Refer to the Public Works Committee a request to review pedestrian crosswalks for University Avenue and Center Street.
28. Refer to the Public Works Committee a request to review traffic patterns for student pick-up/drop-off at North Cedar, Aldrich, Orchard Hill and Southdale elementary schools.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JANUARY 17, 2023
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 8:03 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

- 54116 - It was moved by Kruse and seconded by deBuhr that the minutes of the Regular Meeting of January 3, 2023 be approved as presented and ordered of record. Motion carried unanimously.
- 54117 - Public Safety Captain Zolondek announced formalized CPR/AED training to be held at the Public Safety Building at 9AM the first Sunday of every month.
- 54118 - Mayor Green announced that in accordance with the public notice of January 6, 2023, this was the time and place for a public hearing on the proposed FY2023-FY2028 Capital Improvements Program (CIP). It was then moved by Ganfield and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54119 - The Mayor then asked if there were any written communications filed to the proposed CIP. Upon being advised that there was one written communication on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a summary of the proposed CIP as amended in the Committee Meeting held prior to this meeting. Following comments by UNI President Mark Nook, Sara Miller, 1626 Mandalay Drive, and Black Hawk Area Swim Team (BLST) Coach Melissa Woltz, 3222 Pendleton Drive, the Mayor declared the hearing closed and passed to the next order of business.
- 54120 - It was moved by Kruse and seconded by Harding that Resolution #23,034, approving and adopting the FY2023-FY2028 Capital Improvements Program (CIP) as amended in the Committee Meeting, be adopted. Following a question by Councilmember deBuhr and response by Finance & Business Operations Director Rodenbeck, it was moved by deBuhr and seconded by Harding to amend the motion to change the source of funding for item #71 from \$110,000 from GO fund to \$100,000 from GFS and \$10,000 from GO. Motion carried unanimously. Following comments by Councilmember Sires, deBuhr, and Dunn, and UNI Student Liaison Hackbart, and responses by Rodenbeck, City Administrator Gaines and Mayor Green, the Mayor put the question on the motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Dunn, Schultz. Nay: Sires. Motion Carried. The Mayor then declared Resolution #23,034 duly passed and adopted.

- 54121 - It was moved by Ganfield and seconded by Harding that Resolution #23,035, declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects, 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: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion Carried. The Mayor then declared Resolution #23,035 duly passed and adopted.
- 54122 - Mayor Green announced that in accordance with the public notice of January 6, 2023, this was the time and place for a public hearing on the proposed rezoning to R-4, Multiple Unit Residential Zoning District, pursuant to a Zoning Agreement, for property located on Lots 5 and 6, Midway Business Park. It was then moved by deBuhr and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54123 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided a brief summary of the proposal. There being no one else present wishing to speak about the rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 54124 - It was moved by Kruse and seconded by Harding that Ordinance #3023, amending the Zoning Map by placing property located on Lots 5 and 6 of the Midway Business Park in the R-4, Multiple Unit Residential Zoning District, pursuant to provisions of a Zoning Agreement, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion carried.
- 54125 - Mayor Green announced that in accordance with the public notice of January 6, 2023, this was the time and place for a public hearing on the proposed rezoning from R-4, Multiple Unit Residential, to R-1, One & Two Unit Residential, for Lots 1-4 of Midway Second Addition. 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.
- 54126 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning & Community Services Manager Howard provided a brief summary of the proposal. There being no one else present wishing to speak about the rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 54127 - It was moved by Kruse and seconded by Harding that Ordinance #3024, amending the Zoning Map by removing property generally described as Lots 1-4 of Midway Second Addition from the R-4, Multiple Unit Residential Zoning

District, to the R-1, One & Two Unit Residential Zoning District, be passed upon its first consideration. Following questions by Mayor Green and Councilmembers deBuhr and Ganfield, and responses by Planning & Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion carried.

- 54128 - It was moved by Harding and seconded by Ganfield that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Work Session minutes of January 3, 2023 relative to the following items:

- a) Council Policy Development.

Receive and file the City Council Standing Committee minutes of January 3, 2023 relative to the following items:

- a) Annual Report of Library.
- b) RETF items implemented by Public Safety.

Approve the following applications for retail alcohol licenses:

- a) College Square Cinema, 6301 University Avenue, Special Class C retail alcohol - renewal.
- b) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C retail alcohol & outdoor service - renewal.
- c) Kwik Spirits, 4116 University Avenue, Class E retail alcohol - renewal.

Motion carried unanimously.

- 54129 - It was moved by Kruse and seconded by Dunn to approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Shirley Merner, Health Trust Fund Board of Trustees, term ending 12/31/28.

Following comments by Councilmember Ganfield and response by Mayor Green, the motion carried 6-1, with deBuhr voting Nay.

- 54130 - It was moved by Harding and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #23,036, approving and adopting amendments to the City's Accounting Policies and Procedures and Purchasing Manual.

Resolution #23,037, approving and authorizing execution of a Contract with Exceptional Persons, Inc. (EPI) relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #23,038, approving and authorizing the expenditure of funds for the purchase of ultraviolet (UV) disinfection lamps for the Water Reclamation facility.

Resolution #23,039, approving the Certificate of Completion and accepting the

work of Aspro, Inc. for the College Hill Parking Lot Improvements Project.

Resolution #23,040, approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system within the West 2nd Street public right-of-way.

Resolution #23,041, approving and authorizing execution of a License Agreement with Windstream Intellectual Property Services, LLC relative to installing a fiber optic telecommunications system within the West 12th Street and Union Road public right-of-way.

Resolution #23,042, approving and authorizing execution of an Owner Purchase Agreement; and approving and accepting one Temporary Construction Easement, in conjunction with the Oak Park Sanitary Sewer Repair Project.

Resolution #23,043, approving and accepting completion of public improvements in Wild Horse Ridge Fifth Addition.

Resolution #23,044, approving and accepting completion of public improvements in Wild Horse Ridge Sixth Addition.

Resolution #23,045, approving and accepting a Warranty Deed, in conjunction with the Main Street Reconstruction Project.

Resolution #23,046, receiving and filing, and setting February 6, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Hudson Road & West Ridgeway Avenue Intersection Improvements Project.

Resolution #23,047, receiving and filing, and setting February 6, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Oak Park Boulevard Sanitary Sewer Replacement 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: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion carried. The Mayor then declared Resolutions #23,036 through #23,047 duly passed and adopted.

54131 - It was moved by Ganfield and seconded by Kruse that Resolution #23,048, approving the final plat of Wild Horse Ridge Sixth Addition, be adopted. Following questions by Councilmembers Ganfield and Harding, and responses by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion Carried. The Mayor then declared Resolution #23,048 duly passed and adopted.

54132 - It was moved by Kruse and seconded by Harding that the bills and claims of January 17, 2022 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: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion carried.

- 54133 - It was moved by Kruse and seconded by Ganfield to refer to the Community Development Committee review of a potential change order to the Main Street Reconstruction Project to include a mini round-a-bout at the 6th and Main Street intersection and other potential cost savings. Following comments by Councilmembers Dunn, Kruse, Harding, Ganfield, Schultz and deBuhr, and Mayor Green, and responses by Public Works Director Schrage and City Administrator Gaines, the motion carried 4-3, with deBuhr, Harding and Dunn voting Nay.

It was moved by Harding and seconded by Kruse to refer to the Community Development Committee review of green space policies within the subdivision ordinance. Motion carried unanimously.

- 54134 - It was moved by Kruse and seconded by Hardin that the meeting be adjourned at 9:05 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, 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 Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: January 27, 2023

SUBJECT: Various Intersection Improvements
City Project Number: TS-000-3294
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Various Intersection Improvements.

This project consists of improvements at three city intersections. A new traffic signal at Hudson/Ridgeway, and landscaping improvements in the roundabout intersections at Prairie Parkway/Prairie View Road and Prairie Parkway/Brandilynn Boulevard.

The total estimated cost for the construction of this project is \$724,625.00. There is a \$40,000 private contribution for the roundabout landscaping in this project. The remaining funds will be provided by General Obligation Bonds, Local Sales Tax, Street Construction Fund, and Tax increment Financing.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Various Intersection Improvements.

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

OPINION OF PROBABLE PROJECT COSTS



HUDSON ROAD & W RIDGEWAY AVENUE INTERSECTION IMPROVEMENTS - FINAL 01/04/2023

Division 1: INT-1 & INT 2 ROUNDABOUT LANDSCAPING
 Division 2: RIDGEWAY & HUDSON ROAD TRAFFIC SIGNALS

CITY OF CEDAR FALLS

TS-000-3294
 121.1031.08

ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY		UNIT PRICE	EXTENDED PRICE		TOTAL COST
				DIV 1	DIV 2		DIV 1	DIV 2	
				Roundabouts	Traffic Signal		Roundabouts	Traffic Signal	
1	2010-D-3	Topsoil, Off-site	CY	674	0	\$ 35.00	\$ 23,590.00	\$ -	\$ 23,590.00
2	2010-E	Excavation, Class 10	CY	2199	0	\$ 35.00	\$ 76,965.00	\$ -	\$ 76,965.00
3	8010-A	Traffic Signal	LS	0	1	\$ 286,000.00	\$ -	\$ 286,000.00	\$ 286,000.00
4	8020-B	Painted Pavement Markings, Waterborne	STA	0	5.77	\$ 450.00	\$ -	\$ 2,596.50	\$ 2,596.50
5	8020-G	Painted Symbols and Legends	EA	0	4	\$ 150.00	\$ -	\$ 600.00	\$ 600.00
6	8030-A	Temporary Traffic Control	LS	0.5	0.5	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00
7	8940-A	Sign Panels	SF	32.0	6.3	\$ 60.00	\$ 1,920.00	\$ 378.00	\$ 2,298.00
8	8940-B	Sign Posts	LF	88	0	\$ 90.00	\$ 7,920.00	\$ -	\$ 7,920.00
9	8940-C	Removal of Sign	EA	4	0	\$ 150.00	\$ 600.00	\$ -	\$ 600.00
10	8940-D	Removal and Reinstallation of Sign	EA	4	0	\$ 500.00	\$ 2,000.00	\$ -	\$ 2,000.00
11	9010-A	Conventional Seeding, Fertilizing, and Mulching, Native Seed	AC	0.08	0	\$ 34,000.00	\$ 2,720.00	\$ -	\$ 2,720.00
12	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1 Seed Mixture	AC	0.41	0	\$ 5,000.00	\$ 2,050.00	\$ -	\$ 2,050.00
13	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 2 Seed Mixture	AC	0	0.21	\$ 4,000.00	\$ -	\$ 840.00	\$ 840.00
14	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 4 Seed Mixture	AC	0	0.21	\$ 3,500.00	\$ -	\$ 735.00	\$ 735.00
15	9030-B	Plants, Lump Sum, With Warranty	LS	1	0	\$ 41,000.00	\$ 41,000.00	\$ -	\$ 41,000.00
16	9030-999-A	Mulch, Shredded Bark	CY	40	0	\$ 270.00	\$ 10,800.00	\$ -	\$ 10,800.00
17	9030-999-B	Mulch, Rock	CY	8	0	\$ 432.00	\$ 3,456.00	\$ -	\$ 3,456.00
18	9040-A-2	SWPPP Management	LS	0.55	0.45	\$ 4,000.00	\$ 2,200.00	\$ 1,800.00	\$ 4,000.00
19	9040-D-1	Filter Sock, 12"	LF	792	54	\$ 4.00	\$ 3,168.00	\$ 216.00	\$ 3,384.00
20	9040-D-2	Filter Sock, Removal	LF	792	54	\$ 1.25	\$ 990.00	\$ 67.50	\$ 1,057.50
21	9040-E-0	Temporary RECP, Type 2C	SY	403	0	\$ 5.00	\$ 2,015.00	\$ -	\$ 2,015.00
22	9040-N-1	Silt Fence	LF	0	285	\$ 3.00	\$ -	\$ 855.00	\$ 855.00
23	9040-N-2	Silt Fence Removal of Sediment	LF	0	285	\$ 0.60	\$ -	\$ 171.00	\$ 171.00
24	9040-N-3	Silt Fence Removal of Device	LF	0	285	\$ 1.20	\$ -	\$ 342.00	\$ 342.00
25	11010-A	Monument Preservation and Replacement	LS	0	1	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00
26	11020-A	Mobilization	LS	0.55	0.45	\$ 50,000.00	\$ 27,500.00	\$ 22,500.00	\$ 50,000.00
27	11050-A	Concrete Washout	LS	1	0	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00
28	000-9999-A	Monument	EA	8	0	\$ 18,000.00	\$ 144,000.00	\$ -	\$ 144,000.00
29	000-9999-B	Limestone Edging, 6" WIDE	TON	22	0	\$ 915.00	\$ 20,130.00	\$ -	\$ 20,130.00
30	000-9999-C	Electrical & Lighting	LS	1	0	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
CONSTRUCTION TOTAL:							\$ 397,524.00	\$ 327,101.00	\$ 724,625.00



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 6, 2023

SUBJECT: Oak Park Sanitary Sewer Repair Project
 City Project Number: SA-002-3182
 Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Oak Park Sanitary Sewer Repair Project.

This project involves the installation of a lift station on Minnetonka Drive in Cedar Falls, IA, installation of 498 linear feet of force main, 166 linear feet of gravity sewer, and 66 linear feet of water main. The project also includes replacement of storm sewer and subdrain, PCC pavement and sidewalks, landscaping, electrical work, erosion control, seeding, and other miscellaneous items required to complete the work.

The total estimated cost for the construction of this project is \$442,200.00. The City will use Sanitary Sewer Revenue Bonds for the design, right of way, and construction of this project.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Oak Park Sanitary Sewer Repair Project.

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

OPINION OF PROBABLE PROJECT COSTS



1/6/2023
 OAK PARK BLVD SEWER REPLACEMENT
 CITY OF CEDAR FALLS
 119.0115.08

ITEM NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	2010-C	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
2	2010-D-1	Topsoil, On-site	CY	190	\$ 13.00	\$ 2,470.00
3	2010-G	Subgrade Preparation	SY	276	\$ 2.00	\$ 552.00
4	2010-I	Subbase, 12" Modified	SY	191	\$ 16.00	\$ 3,056.00
5	2010-J-1	Removal of Structure	LS	1	\$ 20,000.00	\$ 20,000.00
6	2010-L	Compaction Testing	LS	1	\$ 6,000.00	\$ 6,000.00
7	3010-C	Trench Foundation	TON	18	\$ 26.00	\$ 468.00
8	3010-D	Replacement of Unsuitable Backfill Material	CY	119	\$ 31.00	\$ 3,689.00
9	3010-F	Trench Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00
10	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC,	LF	166	\$ 70.00	\$ 11,620.00
11	4010-C-1	Sanitary Sewer Force Main, Trenched, HDPE, 2"	LF	156	\$ 30.00	\$ 4,680.00
12	4010-C-2	Sanitary Sewer Force Main, Trenchless, HDPE, 2"	LF	300	\$ 75.00	\$ 22,500.00
13	4010-D-1	Sanitary Sewer Force Main with Casing Pipe,	LF	42	\$ 120.00	\$ 5,040.00
14	4010-E	Sanitary Sewer Service Stub, PVC, SDR 23.5, 4"	LF	24	\$ 100.00	\$ 2,400.00
15	4010-H	Removal of Sanitary Sewer, All Types and Sizes	LF	277	\$ 10.00	\$ 2,770.00
16	4010-I	Sanitary Sewer Cleanout	EA	2	\$ 2,400.00	\$ 4,800.00
17	4010-L	Sanitary Sewer Abandonment, Fill and Plug	LF	50	\$ 50.00	\$ 2,500.00
18	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	20	\$ 80.00	\$ 1,600.00
19	4020-D	Removal of Storm Sewer, RCP, 15"	LF	20	\$ 60.00	\$ 1,200.00
20	4040-A	Subdrain, Type 1, 6"	LF	50	\$ 16.00	\$ 800.00
21	5010-A-1	Water Main, Trenched, DIP, 6"	LF	66	\$ 40.00	\$ 2,640.00
22	5010-C-1	Water Main Fittings, 6"	EA	4	\$ 400.00	\$ 1,600.00
23	5010-H	Water Main Removal, 6"	LF	51	\$ 51.00	\$ 2,601.00
24	6010-A	Manhole, SW-303, 48"	EA	1	\$ 5,000.00	\$ 5,000.00
25	6010-C-1	Internal Drop Connection	EA	1	\$ 1,000.00	\$ 1,000.00
26	6010-C-2	External Drop Connection	EA	1	\$ 1,000.00	\$ 1,000.00
27	6010-G	Connection to Existing Manhole	EA	1	\$ 1,500.00	\$ 1,500.00
28	6010-H	Remove Manhole	EA	2	\$ 2,000.00	\$ 4,000.00
29	7010-A	Pavement, PCC, 7"	SY	171	\$ 100.00	\$ 17,100.00
30	7021-A-0	HMA Overlay	TON	28.1	\$ 120.00	\$ 3,372.00
31	7030-A	Removal of Sidewalk	SY	61	\$ 10.00	\$ 610.00
32	7030-E	Sidewalk, PCC, 4"	SY	61	\$ 80.00	\$ 4,880.00
33	7030-H-1	Driveway, Paved, PCC, 6"	SY	46	\$ 60.00	\$ 2,760.00
34	7040-H	Pavement Removal	SY	216	\$ 20.00	\$ 4,320.00
35	8030-A	Temporary Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
36	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and	AC	0.24	\$ 5,000.00	\$ 1,200.00
37	9020-A	Sod	SQ	42	\$ 75.00	\$ 3,150.00
38	9030-D	Plants with Warranty	LS	1	\$ 2,945.00	\$ 2,945.00
39	9030-999-A	Mulch, Shredded Bark	SF	635	\$ 2.50	\$ 1,587.50
40	9030-999-B	Landscape Boulders	EA	5	\$ 350.00	\$ 1,750.00
41	9040-A-2	SWPPP Management	LS	1	\$ 2,000.00	\$ 2,000.00
42	9040-D-1	Filter Sock, 12"	LF	1,560	\$ 3.00	\$ 4,680.00
43	9040-D-2	Filter Sock, Removal	LF	1,560	\$ 1.00	\$ 1,560.00
44	9040-E-0	Temporary RECP, Type 4	SY	245	\$ 2.50	\$ 612.50
45	9040-O-1	Stabilized Construction Entrance	SY	94	\$ 9.00	\$ 846.00
46	9040-T-1	Inlet Protection Device, Filter Sock	EA	2	\$ 70.00	\$ 140.00
47	9040-T-2	Inlet Protection Device, Maintenance	EA	2	\$ 70.00	\$ 140.00
48	9999-A	Lift Station Column	LS	1	\$ 25,000.00	\$ 25,000.00
49	11,020-A	Mobilization	LS	1	\$ 36,512.00	\$ 36,512.00
50	11,050-A	Concrete Washout	LS	1	\$ 1,000.00	\$ 1,000.00
51	260000-01	Electrical	LS	1	\$ 10,000.00	\$ 10,000.00
52	333200-01	Lift Station, Complete	LS	1	\$ 148,981.00	\$ 148,981.00
					SUBTOTAL (ROUNDED):	\$ 402,000.00
					CONTINGENCY 10%	\$ 40,200.00
					TOTAL	\$ 442,200.00



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Chris Sevy, Planner I
DATE: January 17, 2023
SUBJECT: Zoning Agreement – Midway Business Park

REQUEST: New Zoning Agreement - Midway Business Park
PETITIONER: Lucas Moore, Oak District LLC
LOCATION: Lots 5 & 6 Midway Business Park: Greenhill Circle

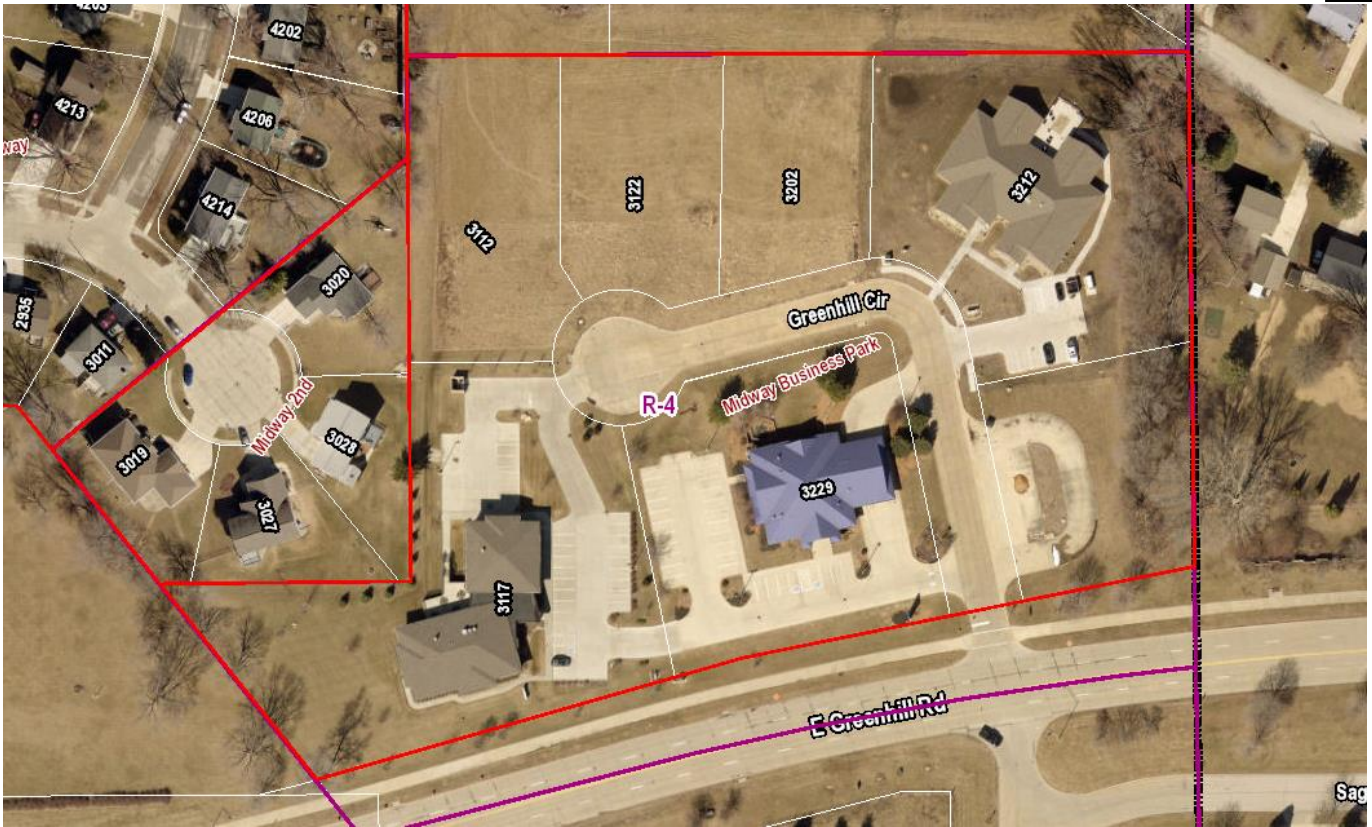
PROPOSAL

The applicant submitted a request to amend the zoning restriction placed on Lots 5 and 6 of the Midway Business Park subdivision. This restriction only allows for the construction of professional service office buildings and the applicant wishes to establish a nursing home/senior assisted living facility on said lots.

BACKGROUND

In the process of preparing an amendment to the zoning agreement it was discovered that there was an error in the legal description included in the original zoning agreement from 1994 so it did not accurately describe the same properties that were rezoned to R-4 at the time. Since this error nullifies that rezoning, the agreement, and any subsequent amendments, it is best to rescind the original agreement and draft a new one that includes the conditions that remain relevant today, specifically the use restrictions in the Midway Business Park. It is also necessary to properly rezone to R-4 as the original resolution to rezone used the same legal description as the agreement.

The other two conditions of the original 1994 agreement have already been accomplished. Namely, Lovejoy Drive ends in a cul-de-sac, and four single family homes have been constructed on the four lots at the end of Lovejoy. This effectively separates the residential neighborhood from the Midway Business Park, so no commercial traffic can flow through the neighborhood (see aerial image below). For reference, the minutes from the previous meeting are noted below.



Aside from the issue of the legal description of the land this would apply to, no material facts regarding the request and staff's analysis have changed. It should be noted that an amendment to the 1994 agreement was approved in 2018 which provided for a nursing home/senior assisted living use on lots 7 and 8. With the success of the initial facility, Oak District, the applicant would like to take the necessary steps with a new zoning agreement to allow a second similar assisted living facility on Lots 5 & 6. If this request is approved, only two lots within the Midway Business Park Subdivision will remain undeveloped.

One important issue is that there are four single-family homes at the end of Lovejoy Drive (cul-de-sac abutting the business park) that were zoned R-4 and were included in the 1994 agreement to be restricted to single-family use. Since the conditions of the original 1994 agreement have already been accomplished and the legal description did not entirely encompass those lots, the use restrictions may not be enforceable. The property is currently zoned R-4, High Density Residential. To ensure that multifamily and non-residential uses are not established in that single-family neighborhood counter to the intent of the original agreement (however unlikely), staff will be recommending rezoning these properties to R-1 to be consistent with the rest of the residential neighborhood. Staff has reached out to these property owners to explain the situation and proposes to rezone their properties to R-1, so staff is bringing that forward as a separate rezoning case before Council.

ANALYSIS

To the north, the property abuts a City-owned lot that is used as a stormwater detention basin, to the east is the Oak District assisted living facility, to the south is First Security State Bank and to the west is an undeveloped lot currently owned by First Security State Bank.

This request is unlike a typical rezoning request because the initial request restricted the usage of these two lots to professional office uses. The proposal is to execute a new zoning agreement to allow a use that is generally permitted in the R-4 district. All basic utility accommodations serve the property including sanitary sewer and a water main to each lot. The developer would utilize one connection and the other service connections will need to be abandoned at the developers cost. Vehicular access to the property is from Greenhill Circle.

The two lots in question are 1.09 acres in area. The site plan submitted mirrors the previous development showing a 9,813 square foot building with 16 units and 11 parking spaces to serve the staff and visitors, as most residents are unable to drive.

Based on the proposed development of Lots 5 and 6 in the Midway Business Park addition, staff supports this request to allow nursing homes and assisted living facilities in addition to professional offices by executing a new zoning agreement. The proposed use, assisted living, is allowed in the R-4 zoning district. Reviewing the case history of this zoning agreement and subsequent platting of the property, staff finds that this change to the zoning restrictions will be compatible with the surrounding neighborhood. The one-story building is similar in height to nearby homes and subject to similar building setbacks. Use of the property for supportive housing is consistent with the intended purpose of the zone. The traffic to the subject properties will not affect the surrounding residential properties because the only access to these lots is from Greenhill Circle via Greenhill Road.

The zoning agreement approved in 1994 and revised in 2018 will need to be rescinded and replaced by a new zoning agreement which accommodates the proposed assisted living facility. The new zoning agreement will only encompass the lots within the Midway Business Park and not the four single family lots at the end of Lovejoy.

Two notices were mailed to the adjoining property owners regarding this zoning district amendment. Notice of these rezone considerations was published in the WCF Courier on December 7, 2022 and notice of Council's hearing was published in the WCF Courier on January 6, 2023.

STAFF RECOMMENDATION

At their December 14 meeting, the Planning and Zoning Commission unanimously recommended approval of RZ22-003, a new zoning agreement that encompasses the Midway Business Park and restricts the uses to professional offices, nursing homes, and assisted living facilities. As part of this action, the resolutions approving the 1994 agreement and the 2018 amendment will be rescinded.

The Planning and Zoning Commission also recommends approval of a proper rezoning of the Midway Business Park to R-4 utilizing the correct legal description.

PLANNING & ZONING COMMISSION

Introduction
11/22/2022

The next item for consideration by the Commission was a request to rezone property in Midway Business Park to R-4 with a new Zoning Agreement. Acting Chair Hartley introduced the item and Mr. Sevy provided background information. He explained that staff brought forward a zoning agreement in September for this request and it was discovered through that process that there were some errors in the original legal description from the 1994 agreement. This consideration is more of a formality at this point since the commission previously voted in favor of the changes that the applicant has requested. At this time, staff proposes to replace the agreement as opposed to amending it, cleaning up provisions that have been fulfilled. Staff recommends setting a public hearing to consider a new zoning agreement that will encompass the Midway Business Park and restrict the uses to professional offices, nursing homes and assisted living facilities. The resolutions approving the 1994 agreement and the 2018 amendment will be rescinded. The new agreement will be brought forward at the public hearing. Staff also recommends setting a public hearing to consider a proper rezoning of the Midway Business Park to R-4 utilizing the correct legal description.

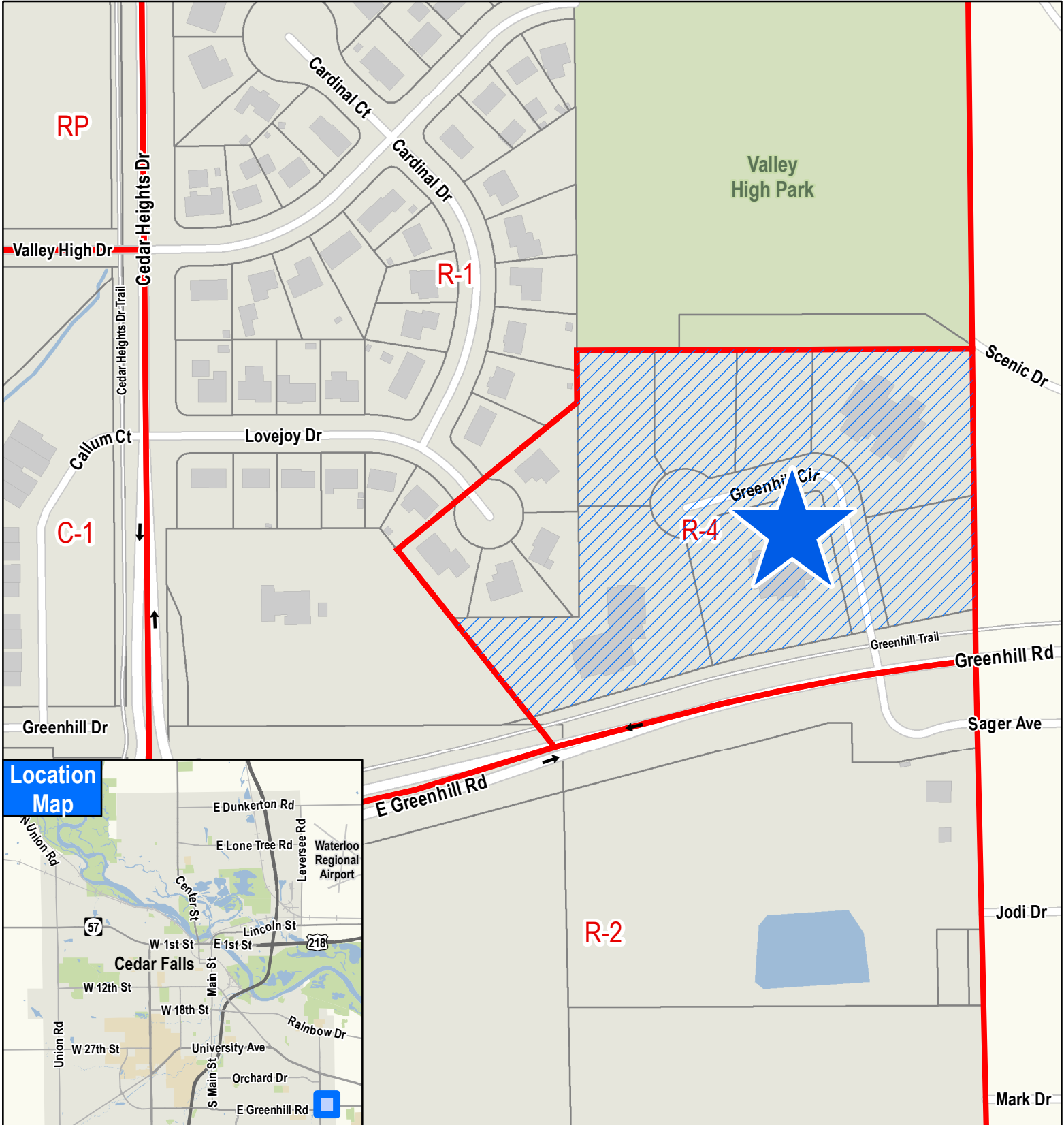
Ms. Crisman made a motion to approve move the item forward for public hearing. Mr. Larson seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Hartley, Larson and Moser), and 0 nays.

Public Hearing
12/14/2022

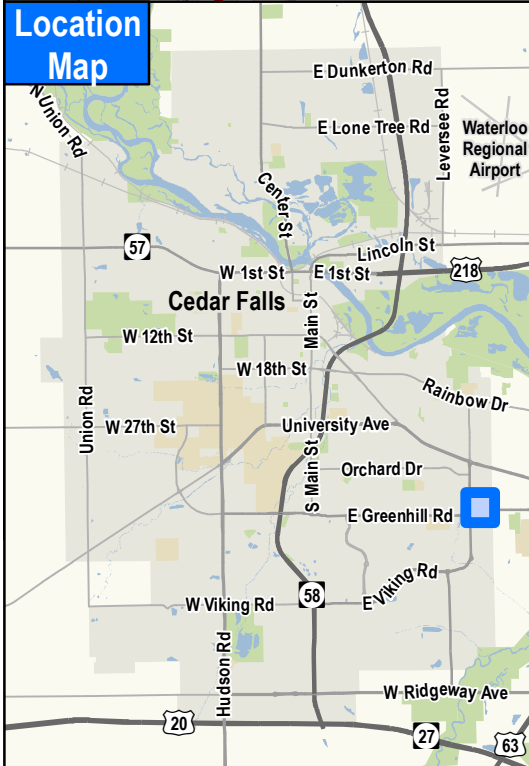
The first item of business was a public hearing for a new zoning agreement in Midway Business Park. Acting Chair Lynch introduced the item and Mr. Sevy provided background information. He explained that the property sits east of Cedar Heights Drive and north of Greenhill Road and the applicant would like to build an assisted living facility on Lots 5 and 6 which isn't permitted by the current zoning agreement. It is appropriate to execute a new zoning agreement and rezone to R-4 to update the zoning restriction and correct the legal description error discussed at the previous meeting. Staff recommends approval of the rezoning and the new zoning agreement.

Mr. Larson made a motion to approve the item. Ms. Grybovych seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Larson, Lynch and Moser), and 0 nays.

Attachments: Location map
Lots where assisted living facility is proposed
Request Letter
Original Zoning Agreement
New Agreement
Rezone Ordinance



Location Map



**Zoning Agreement update & Rezone to R-4
Midway Business Park
All properties on Greenhill Circle**

FINAL PLAT MIDWAY BUSINESS PARK CEDAR FALLS, IOWA

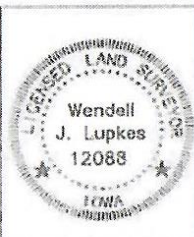
OWNER / DEVELOPER
FIRST SECURITY STATE BANK
3118 GREENHILL ROAD
CEDAR FALLS, IA 50613

NOTES:
1) THE EAST LINE OF THE SOUTHWEST QUARTER IS ASSUMED TO BEAR N 0°42'21" E (A RECORD BEARING)
2) THE UNADJUSTED ERROR OF CLOSURE IS BETTER THAN 1:10,000
3) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

CURVE	LENGTH	RADIUS	CHORD	CHORD BRG
C1	14.95	10.50	13.72	N51°23'02"W
C2	68.44	55.00	64.11	N55°20'25"E
C3	44.83	55.00	43.60	S69°39'36"E
C4	41.58	55.00	40.80	S29°38'59"E
C5	55.37	55.00	53.06	S29°50'52"W
C6	71.89	55.00	66.80	N83°52'01"W
C7	13.76	70.50	13.74	S82°13'37"W
C8	65.12	70.50	62.83	N65°43'15"W
C9	35.28	70.50	34.92	N24°55'23"W

FEATURE LEGEND

- 5/8" CAPPED REBAR SET
- PROPERTY CORNER FOUND
- ▲ SECTION CORNER FOUND
- 100.00 DIMENSION OF SURVEY
- (100.00) DIMENSION OF RECORD
- Gas- EXISTING GAS
- Stm- EXISTING STORM SEWER
- San- EXISTING SANITARY SEWER
- Tel- EXISTING TELEPHONE
- Wat- EXISTING WATER
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING TREE



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.

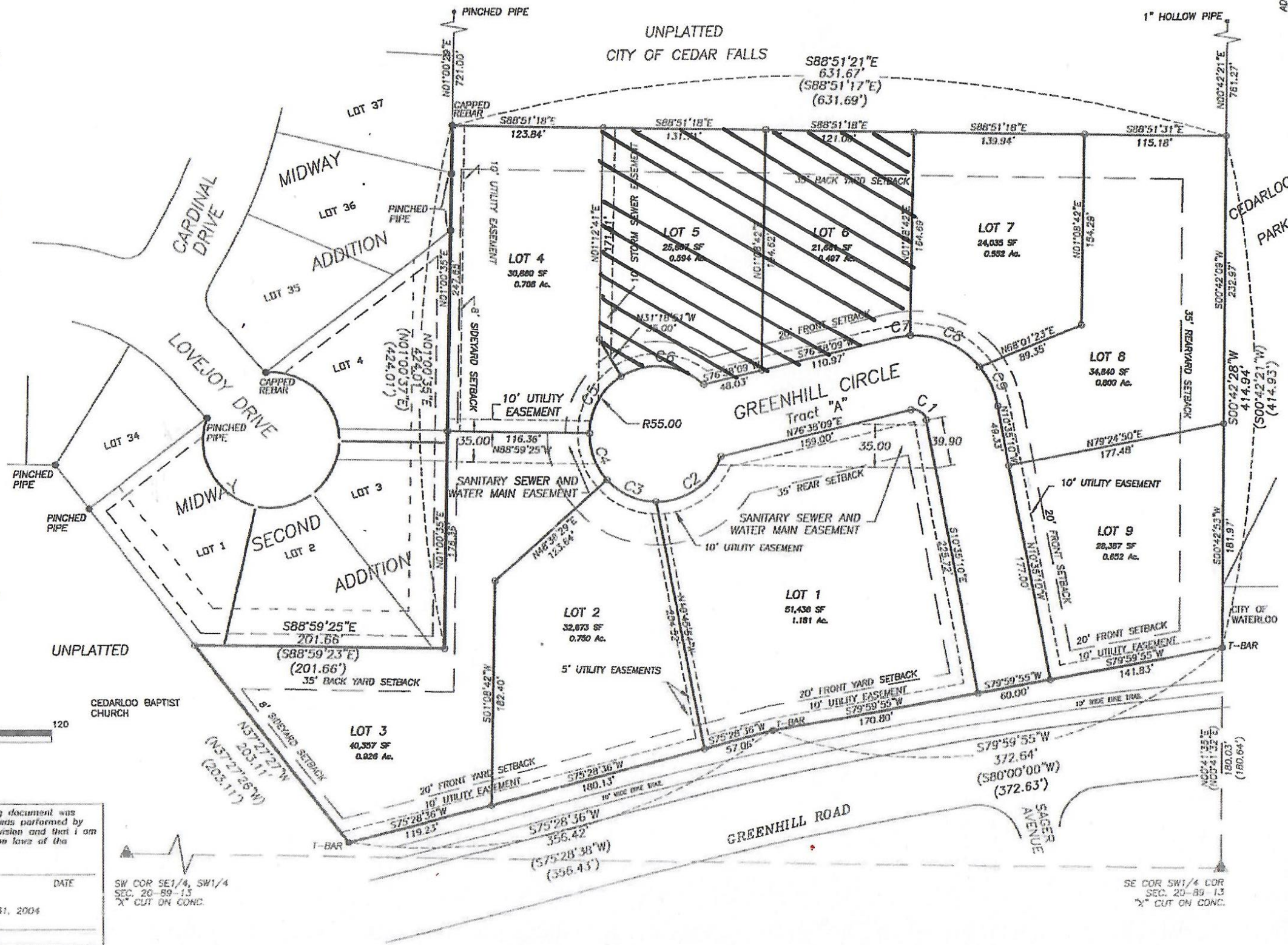
WENDELL J. LUPKES, L.S. DATE
License number 12088
My license renewal date is December 31, 2004
Pages or sheets covered by this seal:

SW COR SE1/4, SW1/4
SEC. 20-89-13
"X" CUT ON CONC.

LEGAL DESCRIPTION

That part of the Southwest Quarter (SW ¼) of Section Twenty (20), Township Eighty-nine (89) North, Range Thirteen (13) West of the Fifth Principal Meridian, in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing at the Southeast corner of said Southwest Quarter (SW ¼); thence N 0°41'32" E 180.64 feet to the Point of Beginning at the intersection of the East line of said SW ¼ and the Northerly right of way of Greenhill Road; thence S 80°00'00" W along said right of way 372.63 feet; thence S 75°28'38" W along said right of way 356.43 feet; thence N 37°27'26" W 203.11 feet; thence S 88°59'23" E 201.66 feet; thence N 1°00'37" E 424.01 feet to a point on the East line of Midway Addition which point is 595.00 feet North of the South line of said SW ¼; thence S 88°51'17" E 631.69 feet to a point on the East line of said SW ¼ which point is 595.00 feet North of the South line of said SW ¼; thence S0°42'21" W along the East line of said SW ¼ 414.93 feet to the Point of Beginning, containing 7.492 acres more or less, and is subject to easements and restrictions of record.



ADDITIONAL 5" UTILITY EASEMENT (LOTS 1 & 2) 11-20-02
 02889
 MIDWAY BUSINESS PARK, FINAL PLAT
 CEDAR FALLS, IOWA
 van winkle-jacob engineering, inc.
 1501 technology parkway
 cedar falls, iowa - 319-266-5829
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 REVIEWED BY: [blank]
 APPROVED BY: [blank]

I would like to amend the zoning to lots 5 and 6 in the Midway Business park to allow for another assisted living building. We would be adding a much-needed service to Cedar Falls. Our current location has been a great success and a positive impact in the midway business park.

Luke Moore

COPY

ZONING AGREEMENT

This Agreement is made and entered into this 3th day of December, 1994, by and between R & N Investments, an Iowa Partnership, hereinafter called R & N Investments and the City of Cedar Falls, Iowa, hereinafter called City.

WHEREAS, R & N Investments is requesting a change in zoning for real estate described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 20, Township 89 North, Range 13 West of the 5th P.M. in Cedar Falls, Black Hawk County, Iowa, described as follows: Beginning 180 feet north of the Southeast corner of said Southwest Quarter; thence North $0^{\circ}16'57''$ West 415 feet along the East line of said Southwest Quarter; thence North $89^{\circ}50'$ West along a line parallel to the South line of said Southwest Quarter to the East line of Midway Addition, in the City of Cedar Falls, Black Hawk County, Iowa; thence South $0^{\circ}0'20''$ West to the most Southeasterly corner of Lot 36 in of said Midway Addition; thence South $51^{\circ}36'20''$ West to the most Southerly corner of said Midway Addition; thence South $38^{\circ}23'40''$ East 357.72 feet to the South Quarter; thence North $19^{\circ}30'$ East a distance of 730 feet to the point of beginning.

from the R-1, Residential Zoning District to the R-4, Residential Zoning District, and

WHEREAS, Iowa Code Section 414.5 provides that a City Council may impose conditions on a property owner which are in addition to existing regulations if the additional conditions have been agreed to in writing by the property owner before the public hearing required under this Section or any adjournment of the hearing, and

WHEREAS, the City Council has determined that the additional conditions hereinafter provided are necessary to warrant a rezoning of the above described real estate.

NOW, THEREFORE, it is hereby agreed by and between the above named parties that the following conditions are hereby imposed on R & N Investments and the real estate described as follows in addition to the existing regulations governing all real estate included in the R-4, Residential Zoning District. Said conditions are as follows:

1. That a cul-de-sac street will be installed at the east end of Lovejoy Drive where single family residential lots will be established.

2. That the remaining property subject to rezoning east of the Lovejoy Drive cul-de-sac area will be developed solely with professional service office buildings.


3. That prior to the establishment of any uses on the property other than single family residences or professional service office buildings a separate rezoning request shall be submitted to the City for consideration in the normal fashion.

The foregoing conditions shall apply to the above described real estate and shall run with the land.

CITY OF CEDAR FALLS, IOWA



A. Miller Roskamp, Property Owner

By: 

Ed Stachovic, Mayor

ATTEST:



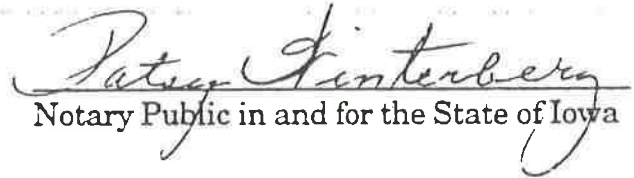
David M. Nordyke, Property Owner



Gary L. Hesse, City Clerk

STATE OF IOWA)
(ss:
BLACK HAWK COUNTY)

On this 8th day of December, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared A. Miller Roskamp and David M. Nordyke, to me personally known, who, being by me duly sworn, did say they are the partners of R & N Investments, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partners acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partners voluntarily executed.


Notary Public in and for the State of Iowa

Preparer Information: Chris Sevy, Planner I, 220 Clay Street. Cedar Falls. IA 50613. (319)273-8600

ZONING AGREEMENT

This Agreement is made and entered into effective on this 3rd day of January, 2022, by and between First Security State Bank, the Community Foundation of Northeast Iowa, and Oak District Assisted Living, LLC (hereinafter the "Owners") and the City of Cedar Falls, Iowa (hereinafter the "City")

WHEREAS, a previous Zoning Agreement was approved by City Resolution No. 9798 on December 12, 1994 (hereinafter the "Previous Agreement"), on property described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 20, Township 89 North, Range 13 West of the 5th P.M. in Cedar Falls, Black Hawk County, Iowa, described as follows; Beginning 180 feet north of the Southeast corner of said Southwest Quarter; thence North 0°16'57" West 415 feet along the East line of said Southwest Quarter; thence North 89°50' West along a line parallel to the South line of said Southwest Quarter to the East line of Midway Addition, in the City of Cedar Falls, Black Hawk County, Iowa; thence South 0°0'20" West to the most Southeasterly corner of Lot 36 in said Midway Addition; thence South 51°36'20" West to the most Southerly corner of said Midway Addition; thence South 38°23'40" East 357.72 feet to the South Quarter; thence North 19°30' East a distance of 730 feet to the point of beginning.

WHEREAS, the above property description contains errors and is not indicative of the property that was originally intended to be rezoned on City records in conjunction with the Previous Agreement; and

WHEREAS, an amendment to the Previous Agreement was approved by City Council Resolution No. 21,212 on August 6, 2018 (hereinafter the "Amendment"), which cited the same property description as in the Previous Agreement and

amended the Previous Agreement to restrict the uses on Lots 7 and 8 of the Midway Business Park to professional offices, nursing homes, and senior assisted living facilities; and

WHEREAS, the Owners of all property intended to be subject to the Previous Agreement are requesting another change to allow nursing homes and assisted living facilities, in addition to professional offices, on Lots 5 & 6 of the Midway Business Park; and

WHEREAS, the City Council finds it in the best interest of the City to rescind the Prior Agreement and the Amendment, to rezone the property described below to R-4, which is the property intended to be rezoned and intended to be subject to the zoning agreement, and to enter into a new zoning agreement that applies to the property described below; and

WHEREAS, Iowa Code 414.5, as amended, provides that a City Council may impose reasonable conditions on granting an applicant's rezoning request, over and above existing regulations, in order to satisfy public needs directly caused by the requested change; and

WHEREAS, Owners all agree that a new Zoning Agreement, to replace the Prior Agreement and the Amendment, be executed which reflects the intent of the Owners and the City to restrict the uses within the business park to ensure compatibility with the adjacent residential neighborhood; and

WHEREAS, All provisions of the Previous Agreement and Amendment, other than the aforementioned use restrictions, have been satisfied.

NOW THEREFORE, it is hereby agreed by and between the above-named parties that:

1. The property subject to this Zoning Agreement is legally described as

MIDWEST BUSINESS PARK, CEDAR FALLS, BLACK HAWK COUNTY, IOWA

2. In addition to the existing regulations governing all real estate included in the R-4, Residential Zoning District, in the City of Cedar Falls, the following condition is hereby imposed on the owners and the real estate described above as follows:
 - a. The development of the Midway Business Park shall be restricted to professional offices, nursing homes, and assisted living facilities only.
3. The foregoing condition and this Zoning Agreement shall inure to the benefit of and shall be binding upon each of the Owners and their respective heirs, personal representatives, successors and assigns, and shall run with the land which comprises Midway Business Park, Cedar Falls, Black Hawk County, Iowa.

4. Cedar Falls City Council Resolution No. 9798, dated December 12, 1994, and Resolution No. 21,212 dated August 6, 2018, are hereby rescinded in their entirety and shall have no further effect.

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

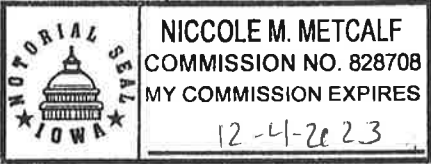
FIRST SECURITY STATE BANK

By Dennis M. Hansen

Title President

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the 3rd day of January, ²⁰²³ ~~2022~~ by Dennis Hansen, as President of First Security State Bank.



Nicole M. Metcalf
Notary Public in and for the State of Iowa

My Commission Expires:
12-4-2023

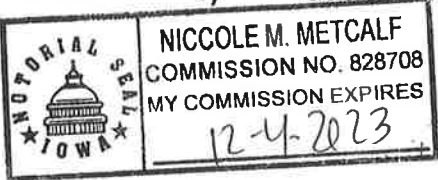
COMMUNITY FOUNDATION OF NORTHEAST IOWA

By Elizabeth Kurtz

Title Vice President of Finance & Operations

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the 5th day of January, ²⁰²³2022 by Elizabeth Kurtz, as Vice President of Finance & Operations of Community Foundation of Northeast Iowa.



Nicole M. Metcalf

Notary Public in and for the State of Iowa

My Commission Expires:

12-4-2023

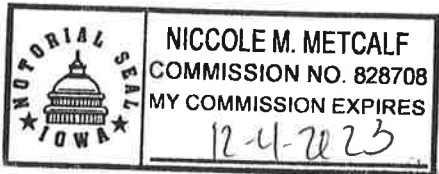
OAK DISTRICT ASSISTED LIVING, LLC

By [Signature]

Title owner

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the 3rd day of January, ²⁰²³2022 by Duke Moore, as owner of Oak District Assisted Living, LLC.



Nicole M. Metcalf

Notary Public in and for the State of Iowa

My Commission Expires:

12-4-2023

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Prepared by: Chris Sevy, Planner I, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 3023

AN ORDINANCE CONDITIONALLY REZONING APPROXIMATELY 7.49 ACRES OF LAND DESCRIBED HEREIN TO THE R-4 MULTIPLE RESIDENCE DISTRICT, AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA ACCORDINGLY, AND ADOPTING THE CONDITIONAL ZONING AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN

WHEREAS, a rezoning from the R-1, Residential Zoning District to the R-4, Multiple Residence District was approved by City Ordinance No. 2080 on January 9, 1995, which ordinance contained a legal description that contained errors, such that the ordinance was not indicative of the property that was originally intended to be rezoned as per City records; and

WHEREAS, a Zoning Agreement was adopted by City Resolution No. 9798 on December 12, 1994 (hereinafter the "Previous Agreement") which cited the same property legal description containing errors; and

WHEREAS, an amendment to the Previous Agreement was approved by City Council Resolution No. 21,212 on August 6, 2018 (hereinafter the "Amendment"), which cited the same property description as in the Previous Agreement and amended the Previous Agreement to restrict the uses on Lots 7 and 8 of the Midway Business Park to professional offices, nursing homes, and senior assisted living facilities; and

WHEREAS, the Owners of all property intended to be subject to the Previous Agreement are requesting another change to allow nursing homes and assisted living facilities, in addition to professional offices, on Lots 5 & 6 of the Midway Business Park; and

WHEREAS, Iowa Code 414.5, as amended, provides that a City Council may impose reasonable conditions on granting an applicant's rezoning request, over and above existing regulations, in order to satisfy public needs directly caused by the requested change; and

WHEREAS, Owners all agree that a New Zoning Agreement, to replace the Previous Agreement and the Amendment, be executed which reflects the intent of the Owners to restrict the uses on properties within the Midway Business Park to nursing homes, assisted living facilities and professional offices only, and that all other provisions of the Previous Agreement and Amendment have been satisfied; and

WHEREAS, under case number RZ22-003, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended approval of a rezoning of the property described below to R-4 Multiple Residence District, subject to the New Zoning Agreement that restricts use of the properties to

professional offices, nursing homes, and assisted living facilities, to ensure compatibility with the adjacent residential neighborhood (hereinafter the “New Zoning Agreement”); and

WHEREAS, the City Council finds it in the best interest of the City to rezone the property described below to R-4, Multiple Residence District, pursuant to the New Zoning Agreement attached hereto, and by this reference incorporated herein as fully as though set out in this ordinance, which conditions are hereby imposed upon the property owners, their successors and assigns, and upon the real estate described below, and shall run with the land; and

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

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

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

Section 1. That the following described real estate, be and the same is hereby added to the R-4, Multiple Residence District:

Legal Description:

MIDWAY BUSINESS PARK, CEDAR FALLS, BLACK HAWK COUNTY, IOWA

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the R-4, Multiple Residence District, pursuant to a New Zoning Agreement that has been made a part of this ordinance, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That City Council Resolution No. 9798 and City Council Resolution No. 21,212 are hereby rescinded.

INTRODUCED: _____ January 17, 2023

PASSED 1ST CONSIDERATION: _____ January 17, 2023

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Chris Sevy, Planner I
DATE: January 17, 2023
SUBJECT: Rezone Midway 2nd Addition

REQUEST: Rezone from R-4 to R-1

PETITIONER: City of Cedar Falls

LOCATION: Lots 1-4 of Midway 2nd Addition (3019-3028 Lovejoy Dr) (RZ22-005)

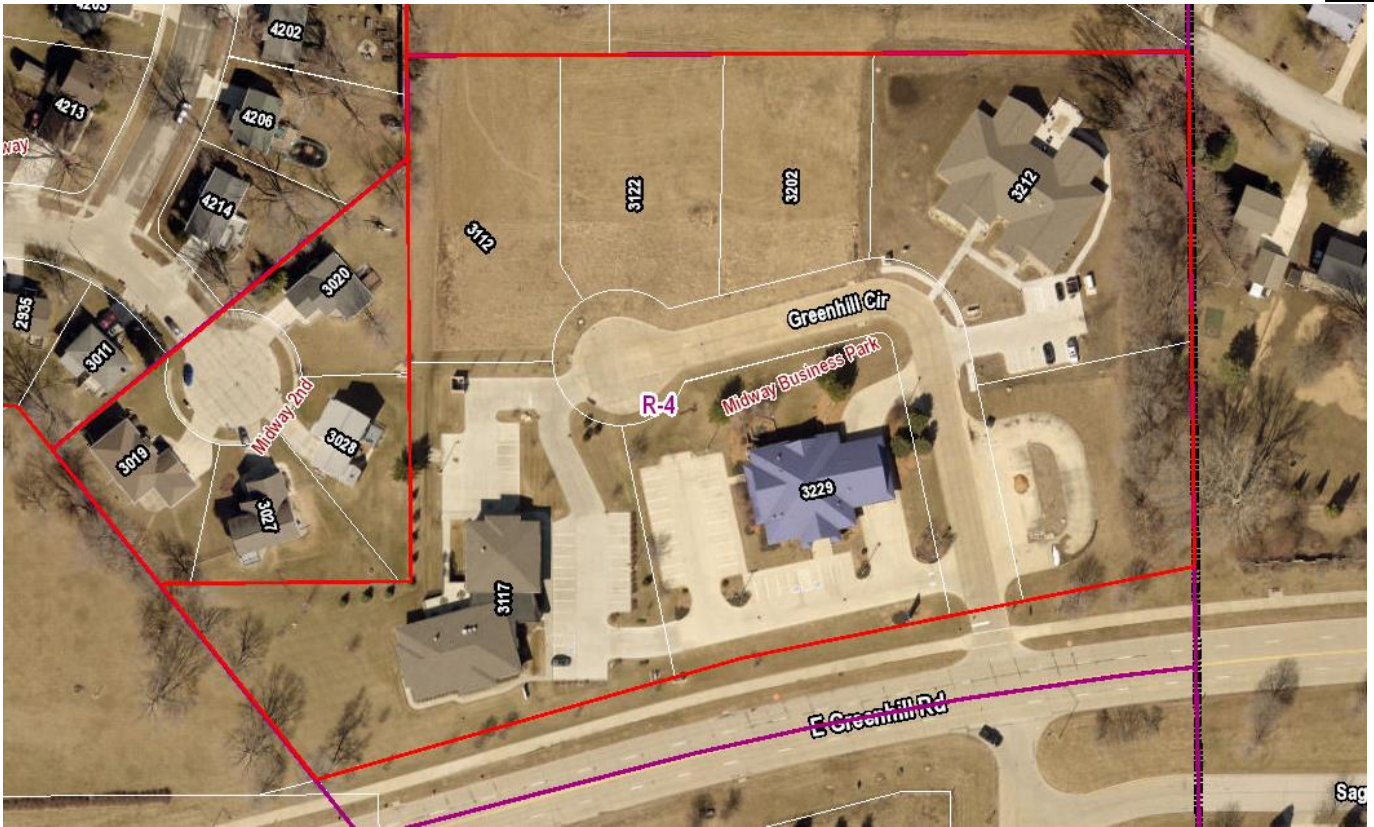
PROPOSAL

The zoning agreement that restricts the use of these lots to single family in the R-4 District is in the process of being rescinded and replaced as errors were discovered in the legal description while updating the restrictions in that agreement. The agreement has served its purpose in the establishment of single-family uses, and it makes more sense at this time to regulate these lots the same as the rest of the residential neighborhood. To ensure that the use of these lots remains consistent with the residential neighborhood, staff proposes that they be rezoned from R-4 to R-1.

BACKGROUND

In the process of preparing an amendment to the zoning agreement it was discovered that there was an error in the legal description included in the original zoning agreement from 1994 so it did not accurately describe the same properties that were rezoned to R-4 at the time. Since this error nullifies the agreement and any subsequent amendments, it is best to rescind the original agreement and draft a new one that includes the conditions that remain relevant today, specifically the use restrictions in the Midway Business Park.

The other two conditions of the original 1994 agreement have already been accomplished. Namely, Lovejoy Drive ends in a cul-de-sac, and four single family homes have been constructed on the four lots at the end of Lovejoy. This effectively separates the residential neighborhood from the Midway Business Park, so no commercial traffic can flow through the neighborhood (see aerial image below).



The four residential properties at the end of Lovejoy Drive are currently zoned R-4, High Density Residential. To ensure that multifamily and non-residential uses are not established in that single-family neighborhood counter to the intent of the original agreement (however unlikely), staff is recommending rezoning these properties to R-1 to be consistent with the rest of the residential neighborhood. Staff has reached out to these property owners to explain the situation and discuss rezoning their properties to R-1.

ANALYSIS

By virtue of the errors in the legal description of the original zoning agreement, the enforceability of that agreement is in question. The city is in the process of rescinding and replacing the agreement which leaves two options:

1. Include the residences in the new zoning agreement and continue to regulate the residences in that way, or
2. Rezone the residences to R-1 and regulate them the same as the adjacent homes in the neighborhood, which is zoned R-1.

Since, for some time these have not been considered part of the Midway Business Park but an addition to the Midway Subdivision, the latter option appears to be more appropriate. Also, rezoning to R-1 better defines the rights of the property owners.

Worth noting is that there are platted 20-foot front setbacks that will continue to apply to these properties. All other aspects of R-1 District standards will apply.

MINIMUM CRITERIA FOR REZONE

The following criteria are the minimum consideration for a rezone:

1) *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*

Yes, these residences are slated for Low Density Residential on the Future Land Use Map

2) *Is the property readily accessible to sanitary sewer service?*

Yes, these are developed lots and each residence is connected to utilities.

3) *Does the property have adequate roadway access?*

Yes, the lots are on a cul-de-sac at the end of Lovejoy Drive.

Notice was mailed to the adjoining property owners on September 6, 2022 regarding the zoning agreement amendment. Additional notice was mailed on November 4, 2022 regarding the change of course to rescind and replace the agreement. Lastly, notice was mailed on November 16th, 2022 regarding this rezone from R-4 to R-1.

Notice of public hearing regarding these rezone considerations was published in the WCF Courier on December 7, 2022 and notice of Council’s hearing was published in the WCF Courier on January 6, 2023.

STAFF RECOMMENDATION

The Planning and Zoning Commission reviewed this proposal and unanimously recommends approval of a rezoning of the subject properties from R-4 to R-1.

PLANNING & ZONING COMMISSION

Introduction
11/22/2022

The next item for consideration a rezoning request for Lots 1-4 of Midway 2nd Addition. Acting Chair Hartley introduced the item and Mr. Sevy provided background information. He explained that Lots 1-4 were part of the original agreement discussed in the previous item. One of the stipulations was that both streets would end in a cul-de-sac and these lots would be restricted to residential uses and be zoned R-4. Because R-4 has several other uses that are not considered residential, the zoning would need to be changed to R-1 for these lots so as to be regulated the same as the other residential parcels in the neighborhood. Staff recommends setting a public hearing to consider rezoning the subject properties from R-4 to R-1.

Mr. Larson thanked the developer for bringing a great project to the area and apologized for any unplanned delays.

Mr. Larson made a motion to move the item to public hearing. Ms. Moser seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Hartley, Larson and Moser), and 0 nays.

Public Hearing
12/14/2022

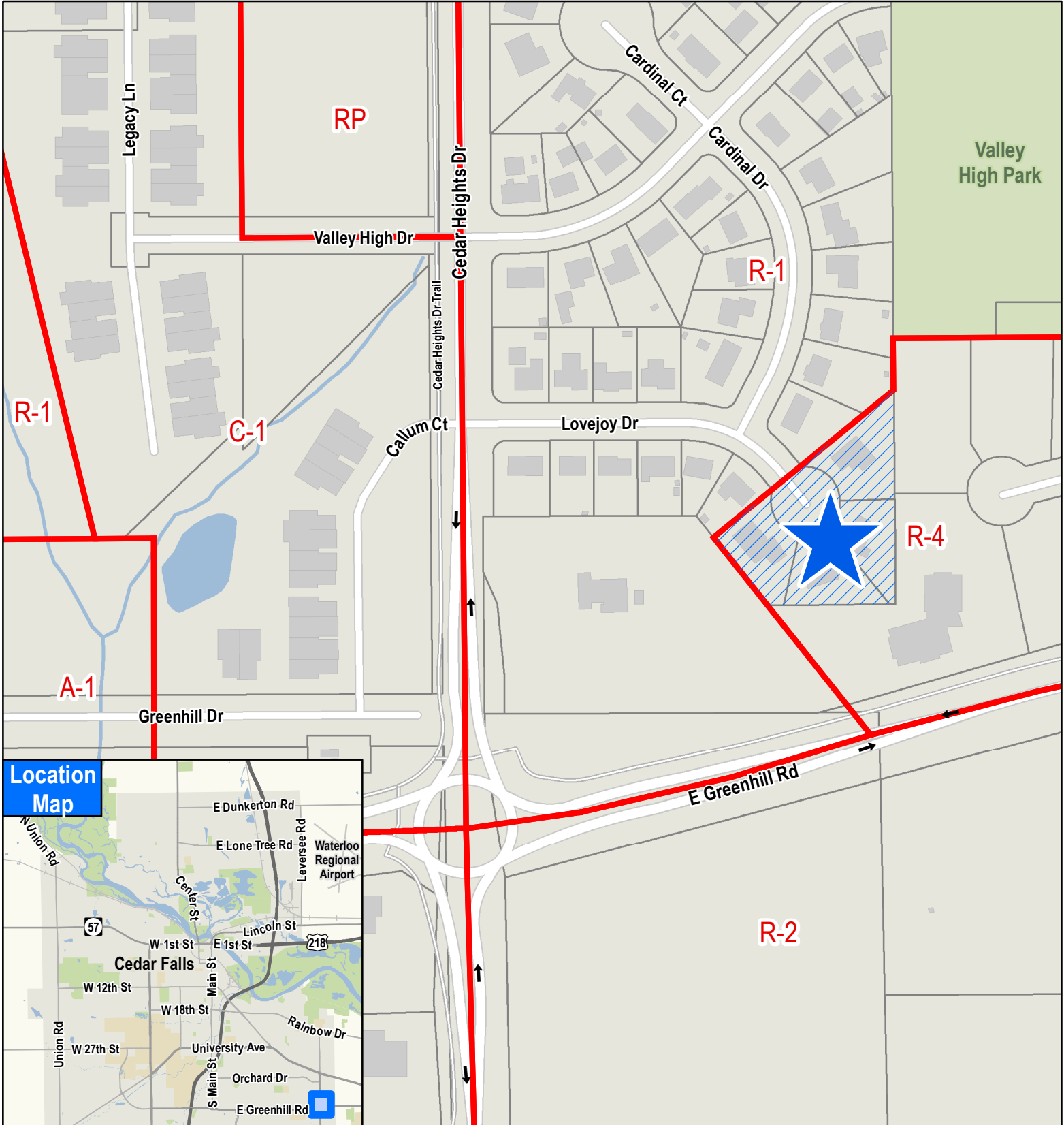
The next item for consideration by the Commission was a public hearing regarding a rezoning of Lots 1-4 in the Midway 2nd Addition. Acting Chair Lynch introduced the item and Mr. Sevy provided background information. He explained that the previous rezoning to R-4 with an associated zoning agreement was intended to encompass a larger area that included the Lovejoy cul-de-sac. However, the legal description in the previous zoning action years ago has an error, so the properties need to be rezoned with the correct legal description. Since these four lots are at the end of a cul-de-sac that does not connect to the Midway Business Park and have already been developed with single family homes, the City is proposing to rezone these lots to R-1, so the zoning is consistent with the rest of the residential neighborhood.

Ms. Moser made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Larson, Lynch and Moser), and 0 nays.

Attachments: Location map
Rezoning Ordinance

Cedar Falls City Council January 17, 2023

Item 5.



Location Map



**Rezone from R-4 to R-1
Lots 1 through 4, Midway 2nd Addition
3019, 3020, 3027, 3028 Lovejoy Dr.**

Prepared by: Chris Sevy, Planner I, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 3024

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 1.44 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE R-4, MULTIPLE RESIDENCE DISTRICT AND ADDING IT TO THE R-1, RESIDENCE DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 1.44 acres of property from R-4, Multiple Residence District to R-1, Residence District, more specifically described below; and

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning (Case #RZ22-005) is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that the property described below shall be removed from the R-4, Multiple Residence District and placed in the R-1, Residence District; and

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

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

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

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

Section 1. That the following described real estate, be and the same is hereby removed from the R-4, Multiple Residence District and added to the R-1, Residence District:

Legal Description

MIDWAY SECOND ADDITION, CEDAR FALLS, IOWA

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

District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

INTRODUCED: _____ January 17, 2023 _____

PASSED 1ST CONSIDERATION: _____ January 17, 2023 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

January 17, 2023

The meeting of Standing Committees met at City Hall at 5:45 p.m. on January 17, 2023, with the following Committee persons in attendance: Councilmembers Gil Schultz, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Finance & Business Operations Committee:

Chair Dunn called the meeting to order and introduced the only item on the Finance & Business Operations Committee Agenda, Capital Improvements Program (CIP) and introduced City Administrator Ron Gaines. Mr. Gaines gave a brief introduction to establish proposed changes. Mr. Gaines introduced Director of Finance and Business Operations, Jennifer Rodenbeck. Ms. Rodenbeck referenced slides outlining the proposed changes and gave a brief overview of each item: #35 – Downtown Parking Ramp Study; #36 – Downtown Parking Structure; #53 – UNI Dome Renovation; #70 – High School Pool; #57 – Cedar Valley Placemaking; #59 – Comp Plan and Zoning Code Updates; #64 – Resilience Initiatives; and #204 – SCBA Replacement. Ms. Rodenbeck provided clarification for items: #56 – Cedar River Recreation Project; #119 – Aldrich School Connections; #121 – Annual Street Repair; and #135 – Union Road.

Chair Dunn opened for Council discussion on Item #35 – Downtown Parking Ramp Study. Councilmembers discussed the need for a parking structure, and should the need be determined by a study. Councilmember Ganfield motioned to move \$100,000 funding for the study from FY23 to FY24; Councilmember deBuhr seconded. Chair Dunn asked for public comment; there was none. Chair Dunn called for a vote on the motion to move the funding for the study from FY23 to FY24; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion passed.

Chair Dunn opened for Council discussion on Item #36 – Downtown Parking Structure. Councilmembers discussed moving the item to the “unfunded” list or pushing the item back to a later fiscal year; the need for a study before discussing funding for the structure; that leaving it in the CIP shows that Council is looking toward the future of downtown; how moving it from the budget to the unfunded list affects the budget by subtracting that amount from the total. Ms. Rodenbeck and Mr. Gaines clarified moving the funds to a different fiscal year versus the unfunded list. Councilmember Harding motioned to move the item to the unfunded list; Councilmember Kruse seconded. Chair Dunn opened for public comment. Jim Brown, on behalf of the Cedar Falls Economic Development Corporation at 200 State Street, spoke in favor of the feasibility study and the future structure as a sign of growth and it should be left in the plan. Kim Bear, on behalf of Community Main Street, spoke in favor of the feasibility study and that leaving it in the CIP, not unfunded, shows Council is looking toward the future vision of downtown. Rosemary Beach, 5018 Sage Road, spoke in favor of adding public restrooms and the parking ramp. Councilmembers further discussed moving funding to a different fiscal year versus the unfunded list; the importance of doing the feasibility study first. Chair Dunn called for a vote on the motion to move the project to the Unfunded List: Aye: deBuhr, Harding, Kruse, Ganfield, Sires; Nay: Dunn, Schultz; motion passed.

Chair Dunn opened for Council discussion in Item #53 – UNI Dome Renovation. Councilmembers discussed reducing the funding by \$500,000 to \$1,000,000; the potential of a 28E agreement with UNI for public utilization of facilities; the revenue currently brought to the community by events held at UNI. Councilmember Ganfield moved to reduce EDF by \$1,000,000; Councilmember deBuhr asked if that included the 28E agreement; yes; Councilmember deBuhr seconded. Chair Dunn opened for public comment. Mark Nook, President of UNI, spoke regarding UNI’s history in the community, the revenue generated in the community by events held there, and the importance of renovation to continue to bring events to the Dome in the future; UNI is raising funds privately. David Harris, UNI Athletic Director, spoke to the Dome’s history in the community, what modernizing it will mean for the facility and community, and asks Council to show support with the investment. Councilmembers asked Mr. Nook and Mr. Harris about the community revenue generated by Dome events and what could be offered in the 28E agreement; community revenue numbers are solely revenue in community, not revenue generated by UNI events, and the 28E agreement will need more discussion but the facility

is currently open to the public. Councilmembers further discussed the impact on the tax rate increase for GO funding with the change. Chair Dunn called for a vote on the motion to decrease funding from \$3,000,000 to \$2,000,000; Aye: deBuhr, Ganfield, Sires; Nay: Schultz, Kruse, Harding, Dunn; motion failed. Councilmember deBuhr motioned to reduce funding from \$3,000,000 to \$2,500,000; Councilmember Kruse seconded. Jim Jermier, VP of University Advancement, 4329 Wild Horse Drive, asked Council to consider the full \$3,000,000 and to think ahead to what that investment would mean for the community in the future. Chair Dunn called for a vote on the motion to reduce the EDF funding for the UNI Dome from \$3,000,000 to \$2,500,000 including a 28E agreement: Aye: Schultz, deBuhr, Kruse, Harding, Ganfield; Nay: Sires, Dunn; motion passed.

Chair Dunn opened for Council discussion on item #70 – High School Pool. Councilmember Harding motioned to take the \$500,000 EDF now available and shift to the Pool funding in place of \$500,000 of GO funding; Councilmember Ganfield seconded. Councilmember deBuhr asked if the remaining \$200,000 of GO funding could be replaced by a different type of funding; after responses by Ms. Rodenbeck and discussion from Council about remaining funding from the previous year's general fund savings, it was determined there are sufficient funds to replace this year's remaining \$200,000 with the balance from last year. Councilmember Harding motioned and amendment to his previous motion to add replacing \$200,000 of this year's GO funding with \$200,000 of last year's remaining general fund savings; Councilmember Kruse seconded; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion to amend passed. Chair Dunn opened for public comment. Mike Molero, on behalf of Jump In, 1007 Carriage Lane, stated the two current school pools are in disrepair and a pool is needed in the community; he praised the collaboration between the community, City, and school district; he thanked Council for their support of the project. Laura Wilson, 2604 Covey Court, spoke in support of the natatorium and emphasized the importance of water safety/swim lessons; she stated the new pool will allow larger meets and events to be hosted. Councilmember deBuhr clarified that the 28E agreement will be in effect with the motion on the table; Councilmember Harding stated yes. Chair Dunn spoke in support of the pool and importance of water safety. Chair Dunn called for a vote on the motion to allocate the now available \$500,000 in EDF funding to the Pool and to allocate \$200,000 of the previous year's general fund savings to replace \$700,000 of the current year's GO funding, bringing current year GO funding to \$0 including a 28E agreement; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion passed.

Chair Dunn opened for Council discussion on Item #57 – Cedar Valley Placemaking. There was no Council discussion. Councilmember Harding moved to remove \$191,510 in GO funding from the project; Councilmember Ganfield seconded. Chair Dunn opened to public comments. Jim Brown, for Cedar Valley Economic Development Corporation, 200 State Street, spoke about different types of funding, specifically GO (tax) funding; spoke in favor of funding this and other projects that will bring revenue in to the City. Chair Dunn called for a vote on the motion to remove \$191,510 in GO funding from the project; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion passed.

Chair Dunn opened for Council discussion on Item #59 – Comp Plan and Zoning Code Updates. Councilmember Harding motioned to lower funding to \$75,000/year for FY24-28; Chair Dunn seconded. Councilmembers discussed redoing the comp plan; ability to address amount of funding needed after the comp plan is completed; internal ordinance drafting ability versus outside consulting, considering staff resources; other funding sources; and removing the College Hill TIF as it would require funds utilized specifically for the College Hill district. Councilmember Ganfield motioned to amend FY26-FY28 from \$75,000/year to \$25,000/year; Chair Dunn seconded. Chair Dunn opened for public discussion; there was none. Chair Dunn called for a vote on the amendment to the motion to lower funding from \$75,000/year to \$25,000/year for FY26-28; Aye: Schultz, deBuhr, Kruse, Ganfield, Sires; Nay: Harding, Dunn. Chair Dunn called for a vote on the amended motion to lower funding to \$75,000/year for FY24-25 and \$25,000/year for FY26-28; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion passed.

Chair Dunn opened for Council discussion on Item #64 – Resilience Initiatives. Councilmembers asked why some projects were listed as separate line items and what money is being saved; Director of Public Works Chase Schrage and Ms. Rodenbeck responded that some items were bigger, planned, and required specific funding and this item is more general as needed, and that numbers on specific rebate or savings would need to be reviewed. Councilmember deBuhr motioned to change the name to Energy Efficiency Projects; Councilmember Harding seconded. Chair Dunn opened for public comment; there was none. Chair Dunn called for a vote on the motion to change the name from

Resilience Initiatives to Energy Efficiency Projects; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion passed.

Item 6.

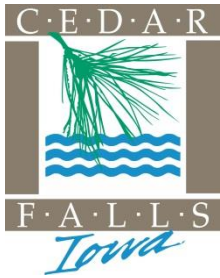
Chair Dunn opened for Council discussion on Item #204 – SCBA Replacement. Ms. Rodenbeck noted that this was a staff proposed change based on the 15-year life of the equipment. Councilmember Ganfield motioned to move the funding from FY24 GO bonds to FY26 GO bonds in FY27; Councilmember Kruse seconded. Chair Dunn opened for public comment; there was none. Chair Dunn called for a vote on the motion to move the funding from FY24 GO bonds to FY26 GO bonds in FY27; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion passed.

Ms. Rodenbeck provided a brief summary: GO funding will be reduced by just under \$900,000; GR funding will be reduced by \$500,000. She stated the next step is for Council to motion to put forward before Council for approval as amended today. Councilmember Ganfield motioned to recommend to Council the CIP be approved as amended today; Councilmember Schultz seconded. Councilmember Kruse asked about Main Street project funding; Chair Dunn and Mr. Gaines advised that topic would require a Council referral as it isn't a change to the CIP but an already established project. Chair Dunn called for a vote on the motion to recommend to Council approval of the CIP as amended tonight; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn; Nay: Sires; motion passed.

Councilmember Kruse asked what the next step after approving the CIP will be. Ms. Rodenbeck stated that the column for FY24 will be placed in the budget under appropriate categories; the CIP gives a starting point but the numbers will be reviewed and discussed again during budget discussions. Mr. Gaines reminded Council there are four meetings, and two public hearings must be held, between now and when the budget is due, so scheduling is tight.

Councilmember Kruse motioned to adjourn; Councilmember Ganfield seconded; motion carried unanimously. Meeting adjourned at 7:47 p.m.

Minutes by Katie Terhune, Administrative Assistant



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

FROM: Mayor Robert M. Green
TO: City Council
DATE: January 28, 2023

SUBJECT: Historic Preservation Commission Reappointments

REF: (a) Code of Ordinances, City of Cedar Falls §2-343: Historic Preservation
(b) CFD 1201.22d – Appointment Process for Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a) and the process described in reference (b) I hereby nominate the following members for re-appointment to the Historic Preservation Commission to terms ending on March 31, 2026.
 - a. **Ms. Julie Etheredge** – began service on June 10, 2014
 - b. **Ms. Sally Timmer** – began service on March 2, 2020
2. As noted by the staff liaison, both members have had satisfactory meeting attendance, and actively participate in the deliberations of the committee.
3. Please contact me with any questions about these reappointments, which require the consent of the City Council.

XC: City Administrator
Director, Community Development
Staff Liaison, Historic Preservation Commission

###



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 Robert M. Green and City Council Members
FROM: Ron Gaines, City Administrator
DATE: January 27, 2023
SUBJECT: Departmental Monthly Reports Submission – December 2022

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

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

###

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



December 2022

DECEMBER 2022 MONTHLY REPORTS
Table of Contents

Finance & Business Operations

Financial Services Division.....1
Human Resources Division.....2
Information Systems Division.....4
Legal Services Division.....6
Public Records Division.....7
Cedar Falls Library & Community Center.....8

Community Development

Inspection Services Division.....9
Planning & Community Services Division.....11
Recreation & Community Programs.....15
Visitors & Tourism and Cultural Programs.....17

Municipal Operations & Programs

Engineering Division.....20
Public Works & Parks Division.....23
Water Reclamation Division.....24

Public Safety Services

Police/Fire Operations.....26

**Finance & Business Operations
Financial Services
December 2022**

Treasury

The Finance Division 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 \$108,340,740 invested in CD's and \$300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	2	\$8,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	1	\$500,000.00
CD/Investment Interest		\$109,443.04

FY24 Capital Improvements Plan

Staff has been working on developing the CIP based on priorities discussed at the Council goal setting. The CIP will be presented to the City Council and P&Z on December 19th. The public hearing will be set for January 3rd.

FY24 Budget

During December, preliminary budget expenditures and revenues began to be compiled and balanced. In addition, work began in computing the projected expenditures and revenues for all funds incorporated in the three-year plan for FY25 and FY26 and the financial impact statement. The budget will be presented to the Mayor and City Council in January/February, with a public hearing planned for February/March.

Miscellaneous Financial Activities

For December, 47 payroll checks and 1,008 direct deposits were processed. Accounts receivable were processed and 163 invoices were mailed out to customers. 1,511 transactions for accounts payable were processed and approved by the City Council for payment and 475 checks were mailed out to vendors.

HUMAN RESOURCES December 2022

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meeting held December 7th
- Conducted FMCSA annual queries
- Reviewed two contracts/agreements for required insurance
- Review and follow-up of one public event permit
- Preparation of two new personnel policies (Sexual Abuse Prevention and Concussion and Head Injury) and two revised personnel policies (Disciplinary Procedures and Grievance Procedures) approved by council
- Management and tracking of all conflict-of-interest forms for employees and members of council and boards and commissions
- Meetings continue regarding potential new Human Capital Management (HCM) programs while the City waits to receive responses from the RFP
- Several meetings with a Laserfiche representative to see how the program can potentially improve current personnel processes
- Continued to review a newly proposed job classification that was sent to the City's consultant for evaluation
- Recruitment/Employment tasks related to:
 - FT positions: Diversity, Equity & Inclusion Specialist, Engineering Technician I, Library Assistant, Maintenance Workers, Principal Engineer, and Wastewater Treatment Plant Operator I
 - PT positions: Community Service Officer, Library Assistants (various), Public Administration, Public Safety, and V&T Interns, Maintenance Workers, and Rec. Office Assistant
 - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments (Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians)
 - Information continued to be gathered for the 2023 renewal of an H-1B visa and green card processing

BENEFITS & COMPENSATION

- Staff entered and finalized 2023 cafeteria plan enrollment with ISolved Benefit Service, Inc. Employees received confirmation of their enrollments and instructions to set up their applicable online FSA and HRA accounts, if necessary.
- Annual census information was downloaded and formatted in Excel to send to National Insurance Services as required for their servicing of the City's Long-Term Disability and Life & AD&D Insurance coverages.
- Staff distributed the summary plan description (SPD) for the City's health insurance plan.
- The city distributed the required updated notice necessary to comply with new notice requirements for the Federal "No Surprises Act" legislation.
- Results were received from iSolved Benefit Services who did the City's annual non-discrimination testing for the City's flexible spending and HRA plans. The City passed the testing for both plans.
- The employee intranet was updated with the "No Surprises Act" notice and SPDs that were received in December.

CIVIL SERVICE COMMISSION

- Preparations for the December 7 and 21 scheduled meetings were completed, but the meetings were not needed

- Diversity, Equity, and Inclusion Specialist candidates were interviewed, and a conditional employment offer extended and accepted
- Recruitment continued for Wastewater Treatment Plant Operator.

HUMAN RIGHTS COMMISSION

- Preparations for and follow up to the December 12th regular commission meeting were completed
- Preparations for and follow up to the December 28th Executive Committee meeting were completed
- A tabletop banner and tablecloth for public events were presented at the December 12th meeting

**Finance and Business Operations
Information Systems Division
Monthly Report December 2022**

Summary of projects, training and staff activities

- O365 Migration
 - Completed Sharepoint and teams training via Stormwinds portal.
 - Set up ediscovery and compliance management for administrators.
 - Completed ediscovery for FOIA requests.
- City Hall Remodel
 - Relocate workstations for City Hall water leak (ordered replacement devices)
 - Documented all damaged devices and placed devices in storage (temporary)
 - Replaced UPS batteries in server rooms (City Hall & PW)
 - Installed new wireless microphone system for the City Hall foyer.
 - Set up and tested zoom meeting capabilities for Council Chambers
- Completed Disaster Recovery testing for select applications

Software Purchase/Installation/Upgrade Activities

- 42 software installations for 8 different departments
- Installed 4 new software for 3 departments

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 11 new pieces of equipment purchased for 5 different departments and inventory.
- 8 new equipment installations for 5 different departments.

Problem Resolution Activities & Assistance Activities

- 67 problem resolution or assistant activities took place for 11 different departments.

Graphic Design Activities

- **Hearst Center:** event posters, event postcard, other misc materials
- **Tourism:** various ads, banner, general file assistance
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, Currents, EDA site celebration materials, PS card pads, CPR promo, City Hall history mural graphic, Contractor Connections, Rec Center class fliers

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This month we produced 8 public meetings and produced 7 Cedar Falls High School and 3 Panther Sports Network sports productions.
- Regular productions included:
 - Recorded 8 Holiday Hoopla videos
 - Aired 4 new shows of Panther Sports Talk.
 - Produced Sports Talk on Tiger Performance Center update for Cedar Falls Schools.
 - Aired 4 Heartland University of Iowa Football shows.
 - Produced 6 new promos for UNI Wrestling on Channel 15
 - Produced 3 City News show

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Worked with Fire to provide address data for sprinkler inspection application
 - Worked with Fire to provide rental data to Iowa HHS department
 - Worked with Parks to provide data on tree plantings for CDBG
 - Worked with Legal to verify easements on Main St property acquisition
 - Worked with Engineering to update bio-cell locations
 - Updated GIS and LAMA with new parcel data
 - Worked with BHC to acquire data for housing needs assessment
 - Worked with CF Econ Development to provide them with all businesses in CF

- Worked with V&T to provide maps for public restrooms
- Reviewed and updated subdrain data
- Completed 4 web and database projects for 2 departments
- Completed 6 different data requests for 5 entities.
- Provided 12 maps for 4 different departments.
- Created 25 new addresses.
- Collect 32 GPS points for city infrastructure

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
December 2022**

REPORT FROM SWISHER & COHRT – SAM ANDERSON:

Traffic Court:

City Cases Filed: 159 (this number includes both City and State tickets)

Cases Set: 9 (Traffic) 0 (Code Enforcement)

Trials Held: 3 (Traffic) 0 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, revise, drafting and advice on 5 agreements
- Work on Main Street Reconstruction acquisitions; closings
- Work on various public records requests
- Draft new forgivable loan forms

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
DECEMBER 2022**

Public Records Activity

Staff prepared agendas, minutes, and electronic packets for two Regular City Council meetings, two Standing Council Committee meetings, and two Planning & Zoning Commission meetings. Meeting follow-up communications, minutes and legal documents were drafted, processed, recorded, and filed.

Responded to eight (8) requests for public records.

Licenses / Permits Processed & Issued

- 100 Pet licenses
- 18 Annual Paw Park permits
- 0 Poultry licenses
- 1 Public Event permits
- 0 Mobile Merchant permits
- 0 Tree Trimmer License
- 7 Cemetery Interment Rights
- 9 Liquor licenses and beer/wine permits
- 0 Tobacco/Nicotine permit

Participated in the site monitoring visit with the Iowa Economic Development Authority (IEDA) relative to CDBG-CV2 program funding and activities.

Emergency assistance cards were designed and placed in all city vehicles to provide staff with contact information in the event of an issue with a city vehicle.

The unemployment rates for the month of November 2022 were 2.8% for the Waterloo-Cedar Falls Metropolitan Area, 3.1% in Iowa, and 3.4% in the U.S.

Parking Activity

Enforcement

- 914 Parking citations issued.
- \$ 8,337.00 Citations paid.

Collection Efforts

- \$ 755.00 Collections from delinquent parking accounts.
- \$ 550.00 Vehicle immobilizations (11 vehicles).

Permits

- \$ 3,260.00 Parking permits issued (58).
- \$ 900.00 Dumpster lot permits (4).

Meter Collections

- \$ 1,353.75 Paid parking.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
DECEMBER 2022**

Library Activity

Usage Statistics	October 2022	November 2022	November 2021
Customer Count	12,345	11,972	10,149
Circulation	33,146	32,669	30,494
Event Attendance	1,901	888	625

Special events in December included the following:

- Winter puppet show in the youth department
- Teen drop-in mending program, a program to teach teens how to mend clothing
- New Year’s Eve Eve program for families

Community Center Activity

Programs at the Community Center included a winter holiday party, yarn club, line dancing, cards, billiards, senior fitness classes, live music, and ceramics. Rentals in December included Breakfast at the North Pole (Community Main Street), a baby shower, a celebration of life, a stamp club and a band.

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

Dec-22

Total for Month \$1,123,254.00
 Total for Fiscal Year \$39,340,962.00
 Total Same Month - LAST YEAR \$28,046,454.00
 Total for Fiscal Year - LAST YEAR \$50,609,985.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction					30	0	\$6,531,620.00	\$48,068.55
Multi-Family New Construction								
Res Additions and Alterations	61	0	\$812,124.00	\$13,705.00	550	0	\$8,252,021.00	\$129,493.20
Res Garages	1	0	\$4,800.00	\$40.00	25	0	\$465,781.00	\$6,951.00
Commercial/Industrial New Construction						3	\$3,700,000.00	\$20,720.00
Commercial/Industrial Additions and Alterations	7	0	\$131,330.00	\$1,959.00	38	0	\$6,906,756.00	\$44,090.60
Commercial/Industrial Garages					2	0	\$67,500.00	\$1,003.00
Churches	1	0	\$175,000.00	\$1,486.00	4	0	\$471,240.00	\$4,466.75
Institutional, Schools, Public, and Utility					1	0	\$12,946,044.00	\$55,688.05
Agricultural/Vacant								
Plan Review	3	0	\$0.00	\$940.00	30	0	\$0.00	\$77,694.00
Total	73	0	\$1,123,254.00	\$18,130.00	683	0	\$39,340,962.00	\$388,175.15

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

Dec-22

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	63	0	\$0.00	\$9,815.40	295	0	\$0.00	\$26,458.90
Mechanical	58	0	\$0.00	\$4,243.00	455	0	\$0.00	\$40,970.00
Plumbing	61	0	\$0.00	\$3,299.00	413	0	\$0.00	\$28,592.50
Refrigeration								
Total	182			\$17,357.40	1163			\$96,021.40

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	6	0	\$0.00	\$900.00
Mechanical					4	0	\$0.00	\$600.00
Plumbing					2	0	\$0.00	\$300.00
Refrigeration								
Total	1			\$150.00	12			\$1,800.00
Building Totals	73	0	\$1,123,254.00	\$18,130.00	683	0	\$39,340,962.00	\$388,175.15
Grand Total	256	0	\$1,123,254.00	\$35,637.40	1858	0	\$39,340,962.00	\$485,996.55

Item 8.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
December 2022**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on December 14 and December 28.

December 14, 2022, Meeting			
Applicant	Project	Recommendation	Action Taken
Lucas Moore, Oak District LLC	Public Hearing - Rezoning to R-4 with New Zoning Agreement – Midway Business Park (RZ22-003)	Approval	Recommended Approval
City of Cedar Falls	Public Hearing - Rezoning – Lots 1-4 of Midway 2nd Addition (RZ22-005)	Approval	Recommended Approval
Kyle Larson, LGC	Site Plan Review - Tri-plex on Lot 4, Hanna Park Commercial Addition (SP22-012)	Approval	Recommended approval
City of Cedar Falls	Southwest Cedar Falls Urban Renewal Plan	Approval	Recommended Approval
Kyle Larson, LGC	Hidden Pines Preliminary Plat (PP21-006)	Introduction and Discussion	Provided questions for the next meeting
December 28, 2022, Meeting			
Kyle Larson, LGC, Nate Kass, PE at Fehr Graham	Hidden Pines Preliminary Plat (PP21-006)	Approval	Recommended Approval

Group Rental Committee – Meetings were held on December 6, 2022 and December 20, 2022.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
114 E 10 th St	1	Jeffrey Coover	3	3 with conditions	3 with conditions	
1710 Franklin Street	1	Blake Carolan	3	3	3	
4005-07 Heritage Road	2	Davonius Reed	4 per unit	3 per unit	3 per unit	
309 W 12 th Street	1	Selvedina Nuhanovic	3	3	3	

1306 W 5 th Street	1	Jared S Hottle	4	4	4 with conditions	
2408-2410 Crescent Drive	2	Hanna Steiert	4 per unit	2 per unit	2 per unit	

Board of Rental Housing Appeals – No meeting was held.

Board of Adjustment – No meeting was held.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	12/6/22	Andrew Shroll was re-elected as Chair for 2023. Jack Yates was elected as Vice-chair. The committee reviewed a draft of the committee's 2022 annual report line by line. The committee is continuing efforts on the Bicycle Friendly Community Application. They are reportedly only about 25% through. Of the remaining questions they have identified all those that can be answered by the committee. City staff will be assisting with questions that only the City can answer. The application is due February 15 th and we appear on track to meet that deadline.
College Hill Partnership	Cancelled	No meeting in December
Historic Preservation Commission	12/13/22	Two newly appointed commissioners were introduced to the commission. The commission discussed new potential projects they plan to work on throughout the year including a historic tour in the neighborhood around Seerley Park and applying for a CLG grant for the historic recon survey of Overman Park neighborhood. Commission also inquired about code enforcement actions at the Mandalay Mansion.
Housing Commission	12/21/22	Meeting Cancelled. Did not have a quorum.
Community Main Street Design Committee		No meeting was held in the month of December.
Parking Tech Committee		No meeting was held in the month of December.

LAND USE INQUIRIES AND PERMITTING

- 116 general inquiries, including walk-ins, and staff responses with information/assistance.
- 44 land use permits were issued.

OTHER PROJECTS FOR DECEMBER INCLUDED:

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing bylaws and a text amendment for formal consideration.
- A construction contract for the Cedar River Recreation Project was awarded.
- Decision is pending by the Federal Railroad Administration for the railroad crossing elimination grant which project would eliminate 24 crossings in Downtown.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.
- Partnering with Cedar Falls Economic Development Corporation for a Housing Needs Assessment.
- The FEMA buyout project for the 4 North Cedar Properties were complete. Two additional property owners are interested in selling their properties along Cottage Row Road.

ECONOMIC DEVELOPMENT:

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Attended quarterly Good Morning Cedar Valley meeting hosted by Grow Cedar Valley.
- Began drafting necessary legal documents as it pertains to a new project in the Cedar Falls Industrial Park.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Planning & Zoning Commission unanimously approved a new urban renewal plan at their meeting on December 14th.
- City Council set the date of public hearing on a new Urban Renewal Area near the existing West Viking Road Industrial Park. Staff also held a consultation meeting with the taxing entities as part of the process.
- Held a Certified Site Announcement with IEDA Director Debi Durham as it relates to a new certified industrial park site in the Cedar Falls Industrial Park.

CDBG

- Work with INRCOG on administering the funds for projects and services agencies based on the last Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Review comments on HUD environment review monitoring.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	659	Rent Subsidies (HAP payments)	\$88,195
New Applications Taken	27	Utility Payments	\$ 713
Units under Contract	187	Admin Fees	\$ 15,555
Initial Vouchers Issued	2		

Current Open Vouchers	8	Lease Up Goal	220
New Admissions	1		

Ongoing

- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist

ADD A DOLLAR REPORT

There was one application received for utility assistance in December for \$1,071.92. There was a balance of \$50,991.84 as of December 31, 2022

RECREATION & COMMUNITY PROGRAMS Monthly Report for December

Administrative:

- The Park and Rec Commission had its monthly meeting at Public Works.
- A new Front Desk employee started this month to help cover weekends.
- Had a large increase in daily admission with the Christmas break.
- Worked on end of the year totals as well as prepping Front Desk Staff for new rate changes and locker rentals begging January 1.

Rec & Fitness Center	December	November
Rec Center Daily Admission	\$7,329.40	\$5,809.03
Rec Memberships Sold	\$26,507.62	\$28,686.36
Daily Member Check In	10,819	10,219

Aquatics:

- Holmes Pool was closed for swim meets December 6 and 18.
- All pools were closed December 22 through 26 due to weather, school holidays (school staff was unable to remove snow from storm) and holiday.
- Peet pool had not patrons on December 31 and closed at 2:45 pm.
- Black Hawk Area Swim Team (BLAST) held their Holiday Classic December 16-17 bringing in 221 athletes each day.
- Black Hawk Area Swim Team (BLAST) held their Distance Challenge swim meet on December 18 bringing in 42 athletes.

Participation	Indoors	2021
Swim Passes Sold	0	2
Open Recreational Swimming/Lap Swimming	385	514
Aquatic Program Usage (swim lessons, lifeguarding, staff training)	1,713	1,610

Recreation Programs:

- Public Works began infield work at Birdsall Park.
- All of the Winter Programs ended for the year.
- Continued Pickleball Tuesday evenings At Rec Center due to really strong participation.
- Registration began for a Pickleball Doubles League

Program	Enrolled/ est. team members	Meetings /Games	2022 Contacts	2021 Contacts
Youth Basketball Kindergarten	64	3	192	160
Youth Basketball 1st & 2nd Girls	32	3	96	72
Youth Basketball 3rd & 4th boys	65	2	130	128
Adult Volleyball Mix Monday	8 per team	18	288	266
Adult Volleyball Women's	8 per team	10	160	140
Adult Volleyball Mix Wed.	8 per team	6	96	84
Adult Basketball League	8 per team	10	160	96
Adult Racquetball League	18	4	72	72

Fitness/Wellness:

- We held several “Themed” classes in December.
- We have received really good feedback and appreciation.
- Our Indoor Park sessions are still showing a strong climbing number of participants.

Fitness/ Wellness	2022 Participation	2021 Participation
Fitness Classes Offered	225	170
Fitness Class Attendance	2,022	1,492
Personal Training Sessions	61	104
Massages:	71	65
Indoor Park	154	118
Child Care	47	27
Facility Rentals	7	11

**CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report - December 2022**



MEETINGS/CONVENTIONS/SPORTS/GROUPS

- Cedar Falls hosted the Game One Bowl (tourism grant awardee), Cedar Valley Youth Wrestling Duals, and The Big Soil Health Event for an estimated economic impact of over \$300,000 for December events that had bureau engagement.
- Secured six new events for 2023.
- Generated three new leads and submitted two proposals for potential future events.
- Sent annual mailing to 409 group travel planners (motorcoach) in Iowa and border states.
- Working with a group travel planner from Dubuque on a day trip to Cedar Falls in June.



Big Soil Health Event at Bien Venu

LEISURE

- Digital ad campaign featuring holiday events completed in December.
- Promoted holiday and NYE events and activities.
- Revamping Cedar Falls Beer Trail for 2023.
- Completed work with Experience Waterloo on 2023 Visitor Guide.

COLLABORATION

- Attended zoom discussion and input on the Great American Rail Trail launch of the TrailNation Collaboration in January to provide information and support to trail planners and communities.
- Worked with INRCOG on updated Cedar Valley Trails and Recreation Guide. Added more birding sites to the map along with our bird friendly designation for Cedar Falls.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.
- Assisted CV Trails Partnership with new banner design.
- Attended Iowa Travel Industry Partners board meeting.
- Saw increased sales in gift shop and increased visitor center rentals.

	December 2022	December 2021
Visitor Center Traffic	262	209
Website Traffic	8,964	11,176
CedarValley365.com Users	1,112	878
Facebook	9,816	9,112
Instagram	2,430	2,136
LinkedIn	508	348
Visitor Guide Distribution	347	433
Ad Campaign Impressions	200,401	502,240
Volunteer Hours	24	29

CEDAR FALLS CULTURAL PROGRAMS
 Monthly Report | December 2022



Holiday Ornament Family Workshop, Scheels Holiday Outreach Event, & Bel Canto Holiday Concert

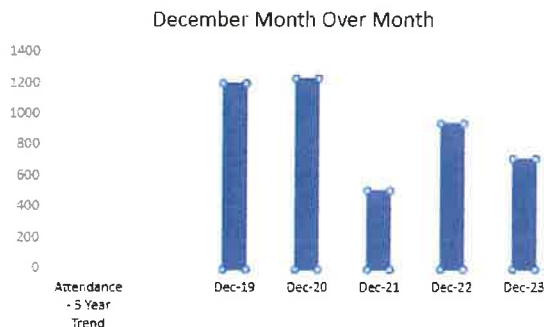
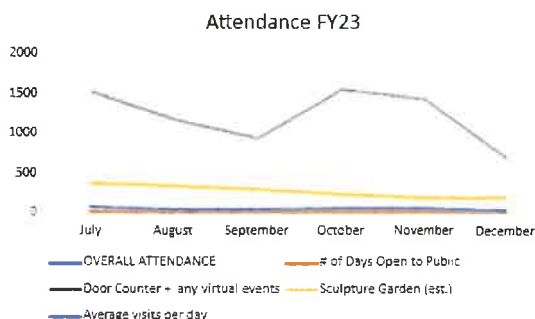
EXHIBITS & PROGRAM HIGHLIGHTS

- **The New Humanists: Introspective Impressions** on display free to the public through December.
- Friends of the Hearst Annual Membership Campaign 2022 kicked off in December with letters sent, resulting in a 5-year December peak of **334 total memberships**.
- Holiday Concert with Bel Canto Cedar Valley held on December 11 to a packed Mae Latta hall, **115 attendance**.
- December 21, front page article in the WF Courier featured the Hearst programs and new Cultural Programs Supervisor

EDUCATION & OUTREACH HIGHLIGHTS

- Annual Scheels Holiday Outreach event held December 7 with **150 participants**. Scheels renewed their partnership commitment to the Hearst with a large donation to the Education Program.
- December 4, Holiday Ornament Family Workshop took place at the Hearst with 23 in attendance.
- Chinese Calligraphy adult sessions added in December.
- Teen Art Club continued in December
- NorthStar Outreach continued in December, providing art making activities to adults with special needs.

Hearst By The Numbers



	November	December
OVERALL ATTENDANCE		
# of Days Open to Public	24	23
Door Counter + any virtual events	1441	712
Sculpture Garden (est.)	200	200
Average visits per day	68.38	39.65
FREE SERVICES - ATTENDANCE DETAIL		
Exhibition (walk-in)	209	145
Special Events (lectures, concerts, film, performance, free workshops)	685	115
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	91	0
Community Meetings (ACB, Friends, etc.)	17	12
Thursday Painters + Majong	75	114
Tours	0	0
Total Free Services Attendance	1097	536
OUTREACH & VOLUNTEER SVC.		
Volunteers (total number)	2	0
Volunteer Hours	6	0
Offsite Outreach Attendance	20	150
Total Number of Free Events (on site & outreach)	14	9
PAID SERVICES - ATTENDANCE DETAIL		
Family Workshops	0	23
Youth Classes	6	33
Adult Classes	39	22
Messy Mornings	37	0
Camps	0	0
Birthday Parties	34	72
Rentals	186	150
Ceramics Lab	17	16
Total Paid Services Attendance	319	316
MEMBERSHIPS		
Total Friends Memberships	318	334
New/Renewed this month	7	85
Total Revenue from New Memberships	\$8,345	\$26,463
DIGITAL TRAFFIC		
E-News Subscriptions	1260	1,259
Newsletter click throughs	428	169
Facebook Views	41400	18932
Facebook Followers	2948	2954
Instagram Followers	1092	1094
Web views		1400
PRESS, # OF OCCURENCES		
Newspaper article	1	2
Radio interviews	1	2
Press Releases	1	0
Social Media Paid ads	4	1

Cory Hurless (she/her), Cultural Programs Supervisor

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT -DECEMBER 2022**

<i>Type</i>	<i>Project No.</i>	<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Developer</i>
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Final Out Remains	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Construction Underway	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Contracts	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Final Out Remains	\$150,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Re-design	\$800,000	Water Reclamation/ Snyder
Santiary	RC-000-3240	27th Street Improvements (Sanitary)	Reconstruction	Completed	\$270,000	AECOM/Pirc Tobin
Santiary	SA-000-3297	2022 CDBG Santiary Sewer Rehab	Sanitary Sewer	Construction Underway	\$250,000	Engineering/Water Rec
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobalt/Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Construction Underway	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Punch List Remains	\$510,299	Engineering Division/Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Construction Underway	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Punch List Remains	\$3,266,000.00	Engineering Division PCI
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Active	\$3,400,000	Shive Hattery
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Final Out Remains	\$161,198	Boulder Contracting/Engineering Division/CFU
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Streets	RC-268-3245	Cyber Lane	New Construction	Final Out Remains	\$296,324	Engineering Division Owen Contracting
Streets	SC-000-3273	2022 Seal Coat	Resurfacing	Final Out Remains	\$200,000	Engineering Division
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Construction Underway	TBD	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Construction Underway	TBD	Engineering Division Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Construction Underway	\$8,700,000	Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Contruction Underway	\$49,143.69	Iowa Flatworks
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Punch List Remains	\$508,133.06	Engineering Division Owen Contracting

ENGINEERING DIVISION

Project No.	Project Title	Description	Status	Budget	Contractor/ Developer
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-454-3257	Wild Horse 6th Addition	New Subdivision	Construction Underway	-----	CGA
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Contract for Completion	-----	CGA
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	-----	Nelson Construction & Development
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
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
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/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	West Fork Crossings	New Subdivision	Preliminary Plat Approved	-----	ISG

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	To Be Submitted	Approved	VJ	Active
Creekside Condos	Cedar Heights/Valley High	To Be Submitted	Approved	Larson/Fehr Graham	Pending
Greenhill Village Car Wash	1125 Fountains Way	Approved	-----	Owner/Robinson Eng	Complete
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Peters/Axiom	Final Out
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
McWing Storage Units	3015/3035 Capital Way	Approved	Approved	Owner	Active
Mercy Health OBGYN	Bluebell Rd	Approved	Approved	Mercy/CGA	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
Veridian Credit Union	Brandilynn Boulevard	Approved	-----	Veridian	Active

Department of Public Works

Operations and Maintenance Division

Monthly Report for December 2022

Streets Section:

- Street sweeping operations were conducted as conditions permitted
- Replaced sanitary manhole boxouts on Washington St
- Storm sewer intakes were maintained as necessary
- Installed snow fence on Ashworth extension along Hudson Rd.
- Responded to multiple winter weather events - 780 tons of salt used
- Hauled snow from High School, Parkade and College Hill

Traffic Operations:

- 141 traffic control signs and labels were repaired or replaced
- Assisted with winter weather events
- Upgraded Bollard lights at Gateway Park to LED Lighting
- Replaced batteries on solar flashers on College Hill

Fleet Maintenance:

- 1,233 transactions were recorded through the City's fuel dispensing sites
- Used 16,621 gallons of fuel (5,862 ethanol, 10,759 diesel)
- 145 work orders were processed through the fleet section for the month
- Performed routine maintenance
- Performed snow removal equipment maintenance

Public Buildings:

- Completed various HVAC and mechanical repairs and maintenance throughout public buildings.
- Managed water damage assessment and mitigation at City Hall due to a pipe burst
- Installed LED light upgrades in buildings at 1500 Bluff Complex

Parks:

- Stump removal at Pheasant Ridge Golf Course
- Performed playground and park inspections
- Cleaned rec trails and cemeteries of leafy debris
- Performed snow removal operations on several occasions
- Trimmed ROW and park/trail trees

Cemetery:

- Performed Four (4) interments
- No spaces sold for the month

Refuse:

- 666 tons of residential solid waste was collected. Approximately 600 three-yard container dumps were recorded. Crews responded to 63 residential bulk item collections
- Crews collected 2.5 tons of yard waste from curbside cart collection, 89 carts
- The Transfer Station hauled 68 loads of solid waste to the Black Hawk County Landfill totaling 963 tons.
- Recycling totals were not available for this report

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
MONTHLY REPORT – DECEMBER 2022

PLANT OPERATIONS

115.5 million gallons of wastewater was treated at the Water Reclamation Facility, bringing our annual total to 1.6 billion gallons for the year, slightly higher than the 1.5 billion gallons treated in 2021, but significantly lower than the 1.95-billion-gallon 5-year average.

Plant performance was very good for the month of December with all permit requirements being met for the month.

One of the annual permit requirements is to conduct a dye test to inspect the operating condition of the plant discharge diffuser ports. This was completed on the 14th using green dye injected into our effluent demonstrating that the diffuser is functioning as designed.

PROJECTS

A sanitary sewer spot repair was completed near the intersection of Logan and Grant Streets on December 12th. This is an area where a significant amount of clean groundwater has been entering the sanitary sewer for many years due to a defective pipe but has not been able to be fixed due to poor soil conditions and a very high ground water table. Very low precipitation amounts and low river levels over the past two years, made it the ideal time to attempt this fix.

INDUSTRIAL PRETREATMENT

Annual scheduled inspection was conducted at University of Northern Iowa and an unscheduled inspection was completed at Viking Pump. No violations were found at either facility.

BIOSOLIDS

We were able to haul 80,000 gallons of liquid biosolids to our farmland this month. Another 186,000 gallons were processed through our belt filter press equipment. The total volume of biosolids processed for 2022 was 4.3 million gallons, slightly higher than the 4.28 million gallons processed in 2021.

There were 2.5 tons of gritty, inorganic materials hauled to the landfill during December. The total grit hauled for 2022 was 41.1 tons, significantly lower than the 62.3 tons hauled in 2023.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

We received 99 sewer locate requests from the Iowa One Call system, 42 of which were pertinent and required markings by our staff. Total locates for staff for the year totaled 974, below last year's 1193 and the five year average of 1,234 locates.

There were no service calls for sewer problems received this month. For the year, we had 39 sewer calls with only 2 being due to issues in the City's main.

There were two lift station calls in December. The issues were resolved quickly by staff and no backup occurred. Staff responded to just 19 after hours lift station calls for the year.

Crews cleaned 700 feet of sanitary sewer lines in December. The total cleaned for 2022 was 137,000 feet (25.9 miles). This falls short of our goal of forty miles or more of cleaning accomplished per year.

A total of 686 feet of sewer lines were inspected with our televising equipment. This brings the annual total to 11,671 feet (2.2 miles).

STAFFING

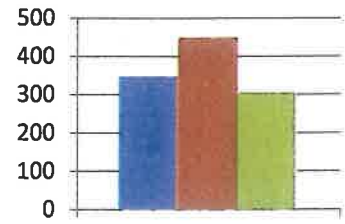
Kelly Tegtmeier has retired after 44 years with the City of Cedar Falls. His knowledge and experience will be missed greatly.

We still have an opening for Operator I. The job posting closes on January 4th and are hopeful for a couple of good candidates to choose from.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
DECEMBER 2022**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	348	450	306	1104
Traffic Stops	76	168	208	452
Arrests	9	30	37	76
Accidents	41	83	20	144



CEDAR FALLS FIRE

Fire Calls For Service Statistics

Fire	8
Rescue/Medical	130
Service Call	24
Good Intent	26
False Alarm/Call	35
Hazardous Condition/Spec	9
Business Occupancy Inspections	22
Rental Inspections	67

Fire Calls For Service



POLICE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Group A Serious Crimes	108	100	131	125	110	128	102	103	119	118	92	85
Group B Other Crimes	74	52	41	57	78	62	68	67	66	72	44	53
Traffic Accidents	98	113	88	78	85	92	86	96	94	111	119	171
Other Calls	1582	1213	1308	1378	1389	1382	1472	1387	1371	1542	1387	1220
CFS Totals	1862	1478	1568	1638	1662	1664	1728	1653	1650	1843	1642	1529

Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Group A Serious Crimes	1570	1468	1469	1702	1467	1437	1407	1681	1548
Group B Other Crimes	620	674	579	613	683	661	565	745	741
Traffic Accidents	708	734	790	720	774	613	228	1030	1231
Other Calls	15,421	13,828	12,573	13,244	13,936	14,819	14,590	15,856	16,631
CFS Totals	18,319	16,704	15,411	16,279	16,860	17,530	16,790	19,312	19,917

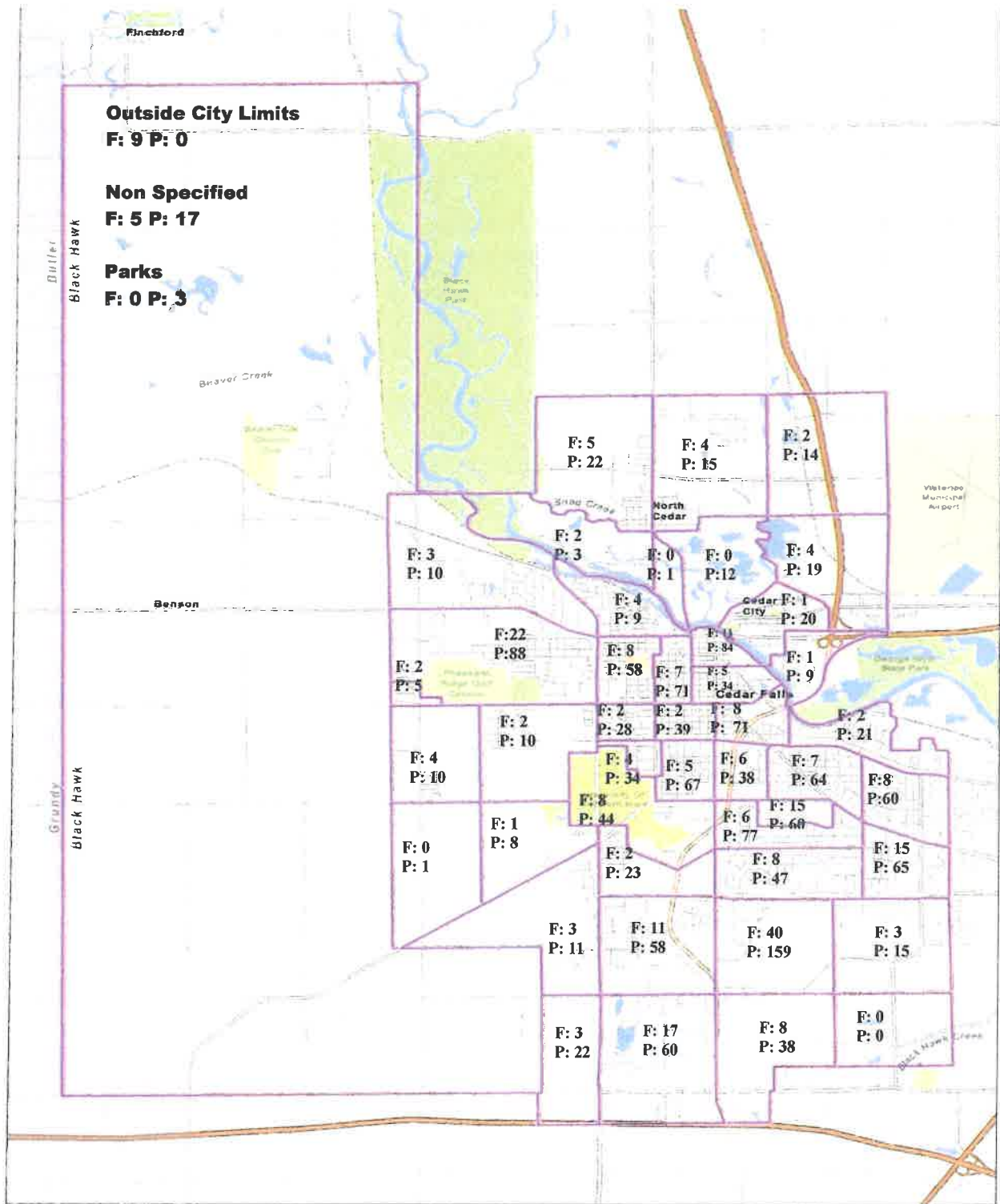
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Medical & Rescue	133	126	98	112	148	134	137	117	91	126	157	130
Cancelled, False Alarms, Good Intent	41	38	56	34	36	52	57	58	30	49	35	61
Fire, Heat, Hazard, Weather Related & Other	28	27	18	24	29	28	34	35	15	32	59	41
Totals	202	191	172	170	213	214	228	210	136	207	251	232

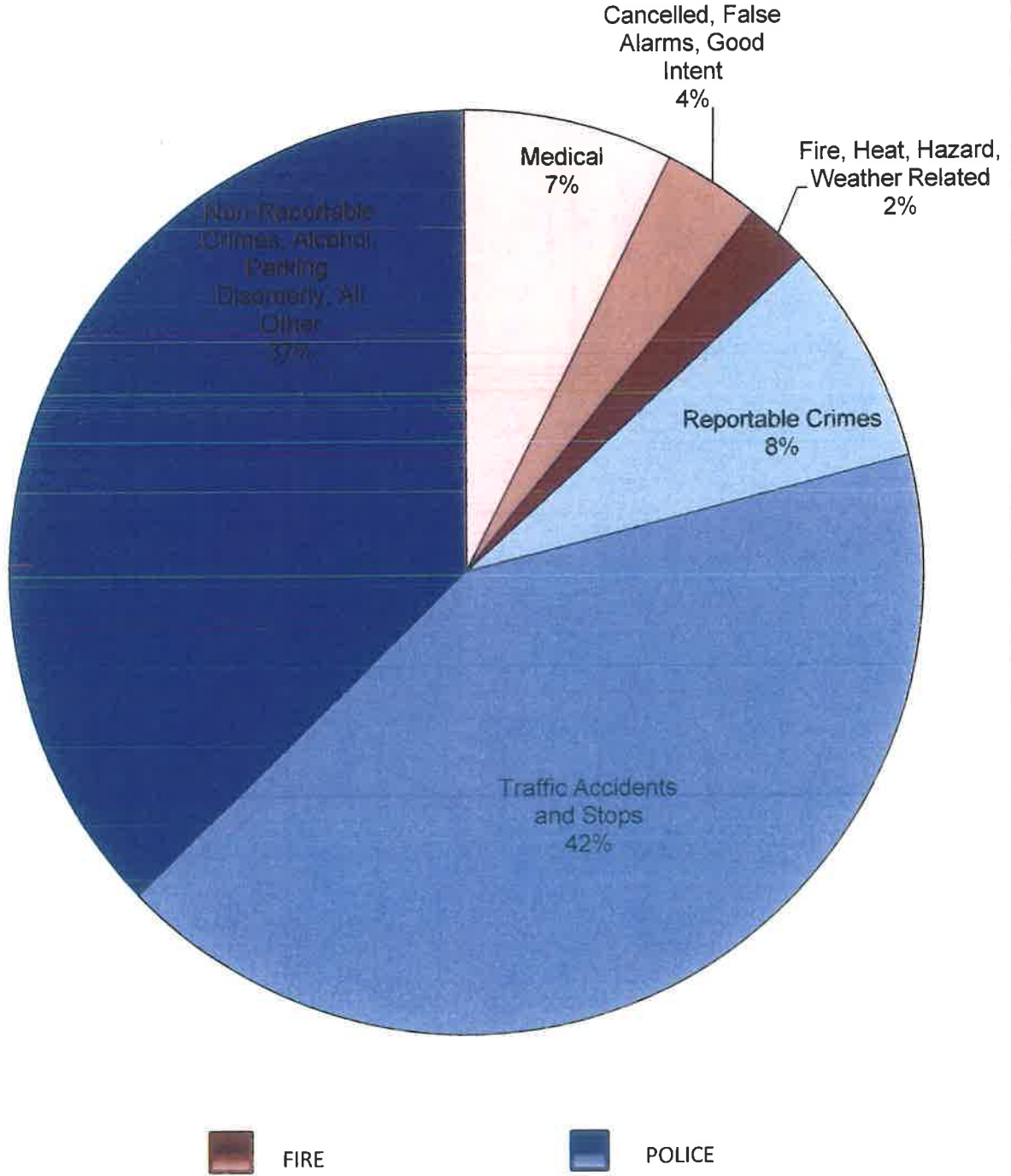
Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Non-Medical CFS	948	840	911	900	772	841	783	758	917
Rescue / EMS Related	1051	1367	1570	1437	1022	1272	1328	1541	1509
Totals	1999	2207	2481	2337	1794	2113	2111	2299	2426

POLICE STATISTICS:	DEC 2022	Total 2022
Group A Crimes		
Murder/NonNeg Manslaughter	0	1
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	5	66
Robbery	0	4
Assault	10	203
Arson	0	1
Extortion/Blackmail	2	5
Burglary/B&E	7	101
Theft	21	256
Motor Vehicle Theft	2	60
Counterfeit/Forgery	11	64
Fraud	7	149
Embezzlement	0	1
Stolen Property	0	11
Vandalism	8	161
Drug Offenses	10	151
Porno/Obscene Material	0	6
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	1	13
Group B Crimes		
Bad Checks	1	3
Disorderly Conduct	3	42
Driving Under Influence	16	175
Drunkenness	6	121
Non-Violent Family Offense	0	2
Liquor Law Violation	0	8
Runaway	0	15
Trespassing	0	21
All Other Offenses	27	353
Group A Total:	85	1548
Group B Total:	53	741
Total Reported Crimes:	138	2289
Traffic Accidents		
Fatality	0	1
Personal Injury	17	180
Hit and Run	27	234
Property Damage	127	829
Total reported Accidents	171	1244
Calls for Service	1529	19219
Total Arrests	70	856

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (December 2022)




DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Police Chief
Date: January 30, 2023
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) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C retail alcohol - renewal
- b) Cottonwood Canyon, 419 Washington Street, Special Class C retail alcohol & outdoor service - renewal.
- c) Chad's Pizza and Restaurant, 909 West 23rd Street, Class C retail alcohol & outdoor service - renewal.
- d) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C retail alcohol - renewal.
- e) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E retail alcohol - renewal.
- f) Kwik Star, 2019 College Street, Class C beer & Class B wine – change in ownership.
- g) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine – change in ownership.
- h) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine – change in ownership.
- i) Kwik Spirits, 4116 University Avenue, Class E retail alcohol – change in ownership.
- j) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – 8-month permit.
- k) Great Walls, 2125 College Street, Class B retail alcohol - new.
- l) Hy-Vee Fast and Fresh, 6527 University Avenue, Class B retail alcohol – new.
- m) Pheasant Ridge Golf Course, 3205 West 12th Street, Special Class C retail alcohol & outdoor service - new.

TERMINAL LEAVE OF ABSENCE, RESIGNATION, AND MUTUAL RELEASE AGREEMENT

Between
John Bostwick
and
Cedar Falls, Iowa

This Terminal Leave of Absence, Resignation, and Mutual Release Agreement (hereinafter the "Agreement") is entered into by and between the City of Cedar Falls, Iowa (hereinafter the "City"), and John Bostwick (hereinafter "Bostwick"), employed by the City as the Fire Chief. For this Agreement to be binding, it must be approved by the City Council.

1. An investigation was conducted into discrepancies into the management of the Paid-On-Call firefighter program that was managed by Bostwick. It was determined that an employee failed to work the number of hours required by the program. Bostwick acknowledges the discrepancy, but did not receive any compensation or money that was not due him as the Fire Chief. To avoid any litigation regarding this matter, Bostwick irrevocably agrees to a terminal leave of absence during which time he will serve as an Administrative Consultant to Cedar Falls Fire Rescue, effective Feb. 1, 2023 and will officially retire from his position effective at the end of the day on October 15, 2023. The City has accepted this retirement date.

2. Based upon the consideration contained in Paragraph 3, Bostwick agrees with the following:

- a) Bostwick will return all property of the City.
- b) Upon complete execution of this Agreement, Bostwick agrees to perform the duties of Administrative Consultant as defined in c) – d).
- c) In the role of "Administrative Consultant," Bostwick agrees to field calls from Fire Rescue personnel or assist on a consultation basis with other Fire Rescue Operation issues on an as-needed and remote basis. He further agrees to be available for calls Monday through Friday, between the hours of 8 a.m. and 5 p.m. He would not be required to be physically present in the City unless he is called upon to attend a pre-arranged meeting.
- d) Bostwick will be allowed to meet with Fire Rescue personnel onsite if requested, but will not be issued a proximity card to any city building unless the requirements and scope of the "Administrative Consultant" role require it as deemed by the City.
- e) Bostwick will not seek re-employment with the City in any capacity, except in an elected position.

3. In return for agreeing to the terms described in Paragraph 1, and agreeing to this release and fulfilling the terms of this Agreement, the City will provide Bostwick with the following benefits:

- (a) Bostwick shall remain on the payroll and continue to be paid his regular salary through October 15, 2023 (the "terminal leave of absence period"). The salary payments received during the terminal leave of absence period shall be made on the regular paydays and be reduced by all applicable payroll taxes and deductions, including FSA and HRA contributions, 457(b) Employee Contribution Plan contributions and MFPRSI DROP contributions. The City further agrees to continue making its MFPRSI DROP contributions during the terminal leave of absence period. The terminal leave of absence pay will be based upon Bostwick's current salary in effect upon execution of this Agreement. The City makes no representations or guarantees regarding the effect of this Agreement on Bostwick's entitlement to MFPRSI DROP benefits.
- (b) Health insurance benefits shall continue through October 15, 2023 and Bostwick's contribution, if any, towards these benefits shall be deducted from his paycheck.
- (c) Bostwick will retain any and all rights to health insurance as provided for by state or federal law after October 15, 2023. This insurance will be at Bostwick's personal expense.
- (d) Accrual of any paid leave shall cease on February 1, 2023. Bostwick shall be paid for all accrued but unused paid leaves pursuant to the provisions of the City personnel policies. This payment shall be reduced by all applicable payroll taxes and deductions and shall be paid in his last paycheck that is issued after October 15, 2023, with the exception of the 3-Year Catch-Up Provisions (457(b) plan) that is a tax-free deferral in 2023. All remaining paid leave not deferred into the 457(b) Employee Contribution Plan beyond the 3-Year Catch-Up provisions will be taxed.

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

5. In consideration of this Agreement, and except as otherwise provided herein, Bostwick fully and forever releases and discharges the City, and its elected officials, directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof from any and all claims, demands, agreements, causes of action, injunctions, and restraints or liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or with reasonable diligence could have been known, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Bostwick's recruitment, hiring, employment, or separation from employment with the City, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq., Title VII

of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000 et seq., The Civil Rights Act of 1991, the Americans With Disabilities Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been, but have not been asserted. Bostwick is not releasing any claims that cannot be released as a matter of law, or any claim based on a breach of this Agreement. In consideration of this Agreement, and except as otherwise provided herein, the City fully and forever releases and discharges Bostwick, his heirs, successors, assigns, attorneys, and representatives from any and all claims, demands, agreements, causes of action, injunctions, restraints, and liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or with reasonable diligence could have been known, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Bostwick's recruitment, hiring, employment, or separation from employment with the City. The City is not releasing any claim that cannot be released as a matter of law, or any claim based on a breach of this Agreement.

6. **Special Provisions for Age Discrimination.** In addition to the provisions contained herein, and by execution of this document, Bostwick expressly waives any and all rights to claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Worker Benefit Protections Act, and:

- a) Bostwick acknowledges that his waiver of rights or claims arising under the ADEA is in writing, written in a manner calculated to be understood, and is understood by him.
- b) Bostwick expressly understands that this waiver refers to rights or claims arising under the ADEA, as amended.
- c) Bostwick expressly understands that by execution of this document, he does not waive any ADEA rights or claims that may arise after the date this Agreement is executed.
- d) Bostwick acknowledges that the waiver of his rights on claims arising under the ADEA, as amended, is in exchange for the consideration outlined above, which is above and beyond that to which he is otherwise entitled to receive from the City.

7. Bostwick agrees not to sue or to institute or cause to be instituted any kind of claim or action in any federal, state, or local agency or court against the City or the individuals referenced in paragraph 5, arising out of or attributable to Bostwick's employment, or separation from employment with the City, or any other action or cause of action released above, except to enforce the terms of this agreement. The City agrees not to sue or to institute or cause to be instituted any kind of claim or action in any federal, state, or local agency or court against Bostwick arising out of or attributable to Bostwick's employment, or separation of employment with the City, or any other action or cause of action released above, except to enforce the terms of this agreement.

8. Bostwick warrants and represents that he has neither made nor suffered to be made any assignment or transfer of any right, claim, demand, or cause of action covered by the above release or covenant not to sue and that Bostwick is the sole and absolute owner of all thereof and that Bostwick has not filed nor suffered to be filed on his behalf any claim, action, demand, or other matter of any kind covered by the above release or covenant not to sue as of the date and time of the execution of this Agreement.

9. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa including the provisions of Iowa Code Chapter 22.

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

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

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

13. Bostwick acknowledges that he received a copy of this Agreement on January 31, 2023 and that he was given up to twenty-one (21) days to consider this Agreement. If Bostwick is still considering this Agreement after February 1, 2023, Bostwick will be required to use vacation time to maintain his paid status.

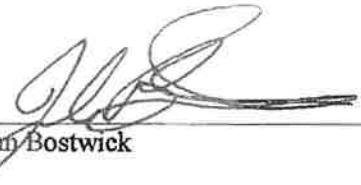
14. Following the date of the full execution of this Agreement, Bostwick shall have seven (7) days to revoke the Agreement, and this Agreement shall not be effective until this seven (7) day period has expired. If Bostwick chooses to revoke this Agreement, he shall serve notice of such in writing to the Public Safety Director.

CAUTION: READ CAREFULLY!
THIS TERMINAL LEAVE OF ABSENCE, RESIGNATION, AND
MUTUAL RELEASE AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS!

FOR THE CITY:

FOR THE EMPLOYEE:

By: _____
Rob Green, Mayor

By:  _____
John Bostwick

Date: _____

Date: 1/31/2023



DEPARTMENT OF FINANCE &
BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5108

MEMORANDUM
Human Resources Division

TO: Mayor Green and City Council Members

FROM: Brenda Balvanz, Human Resources Specialist

DATE: January 30, 2023

SUBJECT: **Courier Advertising Agreement Renewal**

Attached is an Advertising Agreement renewal for your review and approval to continue to minimize advertising dollars spent by the City for recruitment with The Courier.

If you have questions regarding the attached, feel free to contact me at 319-268-5112, Bailey Schindel at 319-268-5531, or Jennifer Rodenbeck at 319-268-5108.

Attachment

THE COURIER

P.O. BOX 540, WATERLOO, IA 50704

ADVERTISING AGREEMENT

Account Number
#60000188

THIS AGREEMENT is made as of **February 1, 2023** between Lee Enterprises, Incorporated d/b/a *Courier Communications*, the "Publisher", and **City of Cedar Falls** the "Advertiser."

TERM This Agreement will begin on **February 1, 2023** and end on **January 31, 2024**. This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

VOLUME AGREEMENT The Advertiser will purchase at least **\$30,000.00** of total advertising before the end of the term.

<u>Product/Program</u>	<u>Rate</u>	<u>Details</u>
Courier Print Ads	Vision – Classified Adv.	8x per month 3.22"x4.9" color print ads in the Sunday Courier. Print \$2.75 PCI Classified Advertising. Each additional ad will be granted at the same print rate. Larger sizes will be ran at the same per column inch size.
Courier Digital Impressions	\$15 CPM	30,000 monthly banner ad impressions on WFCourier.com (\$450 per month + creative)
Targeted Display & Mobile Location Targeting Advertising	Amplified Digital	Client will run a monthly Targeted Display Ad. (\$650 per month + creative) Along with Mobile Location Targeting per month. (\$300 per month + creative)
Pay-Per-Click	Amplified Digital	Client will receive monthly PPC campaign with keywords to target job seekers. (\$500 per month)
Creative Charges	Dependent on digital & print ad size	Classified/Retail: 60.01"-120" (\$87) / 30.01"-60" (\$74) / 15.01"-30" (\$59) / 15" or less (\$29). Courier Digital Products: Pickup with change and New Build (\$17)
Employment Products		Any employment products purchased and used during the contract agreement will be used to fulfill the contracted amount.
Search Boost	\$39.00/month	Standard advertising component to boost SEO.

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

ADDITIONAL TERMS AND CONDITIONS

1. Rates. All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.

2. Contract Fulfillment. Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.

- 3. **Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statements of Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.
- 4. **Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.
- 5. **Indemnification.** Advertiser represents and warrants that it owns or licenses all rights necessary in any content supplied by or through Advertiser for the publication, distribution, and other uses anticipated or permitted under this Agreement. Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of (a) Publisher's distribution or publication of Advertiser's advertising; (b) any content provided by or through Advertiser, or (c) Advertiser's unauthorized publication or distribution of advertising owned by Publisher.
- 6. **Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results there from. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within thirty-six (36) hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising. Preprint insert quantities orders are based on circulation projections and are subject to change based on actual circulation figures the date of publication. Circulation numbers are variable and Publisher is not liable for changes at the time of actual insertion. Insertion projects include a five (5%) percent spoilage factor. Publisher considers insertions in good standing at ninety-five (95%) percent of the billed quantity reflected on Advertiser's insertion order.
- 7. **Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.
- 8. **Ownership.** Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.
- 9. **Taxes.** Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.
- 10. **Brokered Advertising.** Publisher does not accept local brokered advertising.
- 11. **Assignment.** Advertiser may not assign its advertising space or this Agreement to third parties.
- 12. **Advertising Content.** Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.
- 13. **Compliance with Fair Housing Act and Other Laws.** The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.
- 14. **Excusable Delays.** Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.
- 15. **No Waiver.** Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.
- 16. **Miscellaneous.** Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

D Addendum(s) to this Agreement have been attached and are labeled as follows:

ADDENDUM to #5; Indemnification: The city will indemnify Newspaper only to the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the code of Iowa.

PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.

ADVERTISER

LEE ENTERPRISES, INCORPORATED

ADVERTISING AGENCY (if applicable)
(Jointly & severally responsible see Sections 5 & 7)

By: _____

By: _____
Ad Manager

By: _____

Company Name

Print Name/Title

Print Name

Title

Billing Address

General Manager

Print Name/Title

Company Name
Address

Local Address

Salesperson: Jake Lien

New: _____ Renew:

Sheila Kerns 1-26-2013
General Manager
Sheila Kerns General Manager

2023 EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2023

EMPLOYMENT OPEN INCH RATE
\$85.00 Weekday
\$120.00 Sunday

INCHES	FULL COLOR
1" - 3"	\$50
4" - 12"	\$100
13" - 30"	\$200
31" - 60"	\$280
Over 60"	\$370



SPECIAL FEATURES: \$4.00 Each
 Select one or more from the following options

- Bolding
- Reverse
- Underlining
- Italics

BOX REPLIES:

A blind box number can be assigned by the Courier. A \$50 charge will be assessed. Replies are mailed out daily to the advertiser. A dealer cannot advertise their merchandise thru a blind ad.

COLUMN MEASUREMENTS:

1 Column	1.556"
2 Column	3.222"
3 Column	4.889"
4 Column	6.556"
5 Column	8.222"
6 Column	9.889"

Dollar Volume	Daily	Sunday
\$1,800	\$55.25	\$63.60
\$3,000	\$54.40	\$62.54
\$4,300	\$53.55	\$61.48
\$6,500	\$52.70	\$60.42
\$8,600	\$51.00	\$58.30
\$12,800	\$48.45	\$55.12
\$17,000	\$46.75	\$53.00
\$20,000	\$40.00	\$49.00
\$50,000	\$38.25	\$47.70
\$80,000	\$34.85	\$43.46
\$120,000	\$32.30	\$40.28

Creative Services Charges may apply to Pickup with Change and New Build ads.

** Note: All advertisers will be charged a fee of \$39 for Search Boost or \$89 for Digital Connect each month an ad runs in addition to the pricing above.

CONTRACT ADVERTISER DEADLINES

Once Column Ad Tuesday thru Friday - 2:00 pm Day Before
 Sunday and Monday - 2:00 pm Friday

* Artworks must be in department by 12 Noon on the day prior to publication.

MULTIPLE COLUMN

AD TO RUN	COPY DEADLINE
Monday	1:00 pm Friday
Tuesday	2:00 pm Monday
Wednesday	2:00 pm Tuesday
Thursday	2:00 pm Wednesday
Friday	2:00 pm Thursday
Sunday	2:00 pm Friday

CANCELLATIONS: Notification must be given by 3:00 pm preceding publications. A charge will be made if ad has already been set.

REPEAT RATES AVAILABLE / MULTIPLE COLUMNS

* All ads repeated within the calendar week day will be discounted on the following basis:

6 to 20 inches	25%	2nd	30%	3rd & 4th	5th & 6th
21 to 60 inches	35%	35%	40%	45%	50%
91 to 119 inches	45%	50%	55%	60%	70%

Full Page 50% 60% 70%

Repeat ad discount for sign contract advertisers only.

MULTIPLE COLUMN ADS:

- Multiple column ad minimum length 2 columns through 5 columns must be at least some number of inches long as columns wide (Minimum size 2x2).
- Strip ad size 6x2 minimum. These ads will run in classification at the bottom of the page.
- Free form ads must be in color. Minimum size is 30" and must stay in diagonal configuration.
- Full reverse ads must be used in multiple column copy.
- Not less than 6 point type used in multiple column copy.

ONE COLUMN ADS:

- Agate type for Classified 1 column ads is 7 point. 7 point through 49 point permitted on 1 column ads.
- First word on all liner ads set in CAPS/BOLD.
- All 1 column ads are set directly into our computer system.
- Only 1 size of type is permitted on a line.
- Ads with white space within the body must have white space on top and bottom of ad.
- Standard border can be put on any size of ad.
- One column Classified ads using a logo or illustration must be received in department by noon prior to day of publication.

COMMISSIONS AND PAYMENT TERMS

Payment Policy: We accept:

- Payment for advertising is due at the time of order or upon ad proof approval except where credit has been extended.
- Credit application/approval: Any contract advertiser requesting credit will be asked to complete a credit application. This application will include bank information and references. Credit approval normally takes approximately one week.
- Credit terms: Upon approval of credit application, normal credit terms are:
 - Payment is due upon receipt of bill.
 - Net 15 days from advertiser's billing date.
 - Unpaid balance over 30 days is subject to a 1.25% monthly charge. APR equals 15%.
- Requests for adjustments to bills: Adjustments to bills must be made within 30 days of advertising run date.
- The Publisher may require cash payment in advance any time the Advertiser fails to pay for the advertising when due or otherwise violates this agreement.
- All contract-local rates are non-commissionable.
- All billings due Publisher must be paid in U.S. dollars.

ADVERTISING CONTRACT

- A signed contract is required to earn other than open rate. All advertising under the terms of the Contract must be for the Advertiser's business exclusively and is for Classified Advertising only. The Contract is not assignable by The Advertiser.
- All advertising purchase will be at the rates and conditions on the term indicated on the Publisher's current rate cards, as revised from time to time. The rate card, its revision and successors shall be part of signed Contract.
- Dealers or merchants must carry their name in ads offering to buy, sell, rent or trade merchandise or property related to their business. They cannot advertise as a private individual.
- Contracts shall be effective for the period stated from the date signed for one year. Short term contracts shall automatically renew on the anniversary date unless either party gives written notice of termination. If there is no activity on a bulk Contract within the first thirty (30) days after the anniversary date it shall be automatically terminated.
- Contract Adjustment - The Courier reserves the right to rebill contract advertisers at the appropriate earned contract rate for failure to fulfill original contract requirements.
- The Courier accepts no responsibility in notifying The Advertiser as to the amount of space used on The Contract.

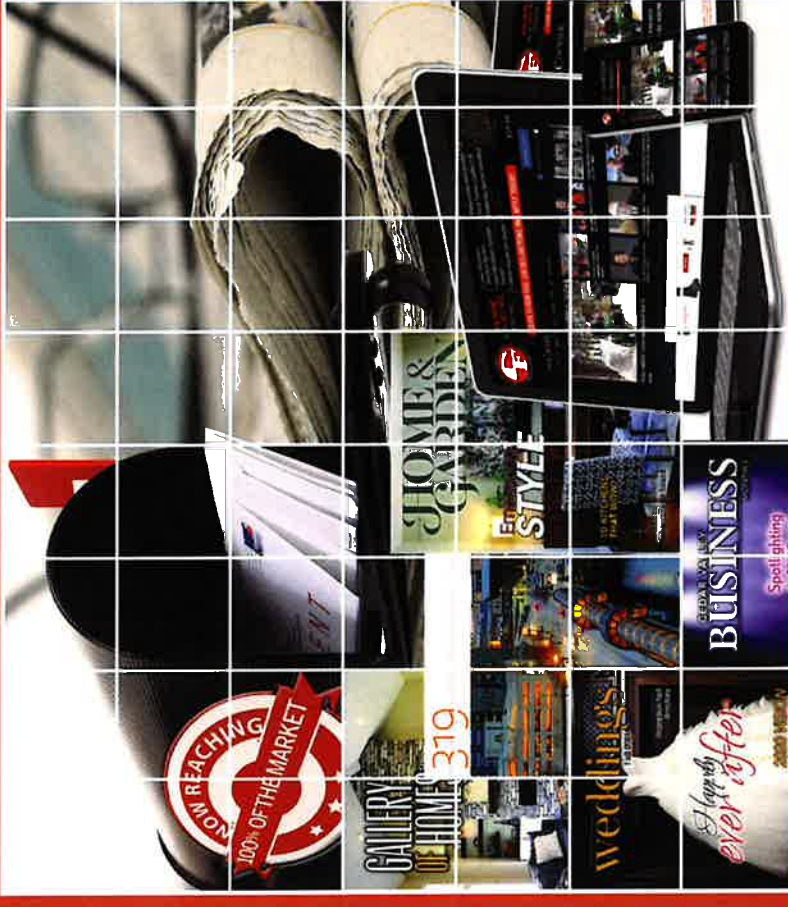
EMPLOYMENT SPECIALIST

Jake Lien
 319-291-1494
 jake.lien@wdfcourier.com



2023 Rates

EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2023



Cedar Valley
AT WORK

Courier
MEDIA GROUP

RECRUITMENT ADVERTISING SPECIALIST:

Jake Lien

319-291-1494

jake.lien@wctcourier.com

Courier
MEDIA GROUP

Item 12.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Information Systems Division

TO: Mayor Rob Green and City Council Members
FROM: Julie Sorensen, Information Systems Manager
Jennifer Rodenbeck, Director of Finance and Business Operations
DATE: January 30, 2023
SUBJECT: Amendment to Professional Services Contract for New Financial System RFP

As you may remember back in September 2021 you approved a Contract with Berry Dunn for assistance with the RFP and procurement process for a new Financial System. With their assistance we published an RFP in March of 2022. This RFP had requirements for Finance, Payroll and Community Development software. Vendors could bid on the RFP as an entire ERP suite of software or just the Finance and Payroll separately from the Community Development software.

The initial released RFP had only one response for Financial Software. After vendor demonstration was completed, we felt it best to explore other options for financial software. We asked Berry Dunn to conduct vendor outreach demonstrations and help to rewrite the RFP with an emphasis on Payroll and Finance requirements that have been trimmed in hopes of getting a better response rate. In the process, of rewriting the RFP and conducting the vendor outreach demonstrations Berry Dunn used the remaining funds from the original contract.

With activities left to do before we procure the new software. We asked Berry Dunn to please estimate their remaining activities so that we could amend the original contract. They have estimated a remaining \$21,350 to assist with the system selection activities as well as the contract negotiation assistance. I've included the amendment to the contract with an amended Exhibit A to show the additional expenditure for the remaining activities.

If you have any questions or concerns regarding this contract, please feel free to contact me at 268-5111 or Jennifer Rodenbeck at 268-5108.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Between

THE CITY OF CEDAR FALLS, IOWA AND BERRY, DUNN, MCNEIL & PARKER, LLC

This First Amendment to Professional Services Agreement is made and entered into this 6th day of February, 2023, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "City") whose address is 220 Clay Street, Cedar Falls, Iowa 50613, and Berry, Dunn, McNeil & Parker, LLC (hereinafter "Contractor") whose address is 2211 Congress Street, Portland, ME 04102.

WHEREAS, the City and the Contractor entered into a certain Professional Services Agreement dated October 6, 2021, which form of agreement was approved by the City Council of the City via Resolution No. 22,563, on October 4, 2021, which established the terms and conditions whereby the Contractor would provide consulting services to the City relative to the selection process for replacement of the City's financial software ("Agreement"); and

WHEREAS, because the initial RFP resulted in minimal proposals the City is developing a second request for proposals for dissemination, thus expanding the scope of services necessary from the Contractor that was stated in the Agreement; and

WHEREAS, Section 23.2 of the Agreement allows for amendment; and

WHEREAS, the City and the Contractor have reached agreement on the terms of an amendment to an additional \$21350 expenditure for remaining system selection activities which include Proposal Executive Summary memo, Vendor Short List, Demonstration Facilitation, and Contract Negotiation stated in the Agreement.

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

1. Exhibit A of the Agreement is hereby amended by adding lines D10 and D11 in Exhibit A Paragraph A – Fee Schedule for additional activities.
2. The City and Contractor 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 Professional Services Agreement.

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to Professional Services Agreement effective as of the date first stated above.

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this ____ day of _____ 2023, by Robert M. Green as Mayor and Jacqueline Danielsen, MMC, as City Clerk, both of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Commission Expires

BERRY, DUNN, MCNEIL & PARKER, LLC

By: _____

Its: _____

STATE OF _____)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____ 2023, by _____ as _____ of Berry, Dunn, McNeil & Parker, LLC.

Notary Public in such County and State

Commission Expires

BerryDunn
City of Cedar Falls, IA (City)
Enterprise Resource Planning (ERP) System Assessment Scope of Services

Exhibit A - Scope of Services and Fee Schedule

Below we present our detailed work plan to complete the City's requested scope of services.



Phase I. Project Coordination and Initiation

1.1 Conduct initial project planning. We will conduct an initial project planning teleconference with the City's project team to introduce key team members, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications, scope, risks, and resources. We will also request names and contact information for the appropriate City staff members involved in the project.

1.2 Develop a Project Work Plan and Schedule. Based on the information gathered from our initial project planning teleconference, we will develop the Project Work Plan and Schedule. In addition to the components gathered from Task 1.1, the Project Work Plan and Schedule will address our approach to providing the services requested by the City, the agreed-upon time frame for each task, and agreed-upon procedures between our project team and the City's related to project control, including quality management and deliverable submission/acceptance management.

» *Deliverable 1 – Project Work Plan and Schedule*

1.3 Develop Biweekly Status Updates. Throughout the project, we will provide Biweekly Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will meet with the City's project manager to review the status updates.

» *Deliverable 2 – Biweekly Status Updates*



Phase II. Needs Assessment

2.1 Develop an information request and review the resulting documentation. We will develop and administer a web survey to City staff to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the questions with the City's project team to solicit feedback before finalizing. We will use the survey results as one of many data points in developing our evaluation of the current environment.

Prior to conducting our work, we will provide the City's project team with an information request sheet to help gather available documentation to support the work effort (e.g. organizational



Phase II. Needs Assessment

charts, documentation on existing systems, and policy documentation). We will respectfully request that the City's project team provide the documentation prior to the project kickoff presentation, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of City personnel's time.

2.2 Facilitate a kickoff presentation. We will conduct a project kickoff presentation with the City's project stakeholders that will serve as an opportunity to introduce our project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the City's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

2.3 Facilitate fact-finding meetings. Following the project kickoff presentation, we will conduct fact-finding meetings by functional area. We will explore their experiences in daily interaction with the City's system(s), along with any additional areas we identify prior to or during the kickoff presentation. The purpose of these meetings is to review, evaluate, and document the City's existing and future processes. Where appropriate, we will also observe these processes firsthand. We anticipate these fact-finding interviews will take place over three days, with up to four of our project team members facilitating these meetings.

2.4 Develop a Needs Assessment Memo. Drawing on the information gathered through our review of documentation, web survey results, fact-finding meetings, and the kickoff presentation, we will prepare a Needs Assessment Memo. This memo will contain key themes, such as:

- A high-level summary of findings and the current environment
- Areas of focus for future process improvement
- Anticipated needs of a future system

We will provide the Needs Assessment Memo to the City for review and facilitate a work session to explain our findings, gain feedback, and build consensus related to the decision points. We believe it is important to obtain the City's validation and approval of these findings, as this information will serve as the basis for future requirements. We will revise the memo with the City's feedback before updating to final.

» *Deliverable 3 – Needs Assessment Memo*



Phase III. RFP Development

3.1 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of technical and functional requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements for those processes that are critical or unique to the City.



Phase III. RFP Development

These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and required a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients.

» *Deliverable 4 – Preliminary Functional and Technical Requirements*

3.2 Facilitate joint requirements planning (JRP) work sessions. We will facilitate a series of JRP work sessions with the City's stakeholders and our project team members to review the preliminary requirements by functional area. These sessions will also include one focused on the technical aspects involved with the City's project. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and data conversion objects. Once these have been reviewed, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of all City stakeholders. We anticipate these work sessions taking place over three days remotely with up to four of our project team members involved.

» *Deliverable 5 – Final Functional and Technical Requirements*

3.3 Develop an RFP Package. We will develop an RFP Package using a proven format that incorporates information pertaining to the history of the project, a high-level description of the City's current environment, desired approach to implementing a new ERP solution, Final Functional and Technical Requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with the City to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed.

Upon completion, we will coordinate a work session with the City's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the City's project team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major ERP solution vendors in the market.

» *Deliverable 6 – RFP Package*



Phase IV. Proposal Evaluations

4.1 Assist with responding to vendor questions and developing addenda. Our project team will assist the City's project team in responding to vendor questions and developing corresponding addenda.

4.2 Assist with facilitating a vendor pre-proposal conference. Our project team will coordinate, plan, and lead a pre-proposal teleconference for interested vendors, facilitating the question-and-answer portion of the meeting. We will compile a list of questions raised and prepare suggested responses. These will be provided in a format that the City's project team can review, revise, and publish as an addendum to the RFP, as determined by procurement staff.

4.3 Perform an initial completion review of vendor proposals received, identify items for clarification, and develop a Proposal Executive Summary Memo. We will facilitate the proposal review process to identify issues, risks, exceptions, omissions, and objections, compiling them into a single Proposal Executive Summary Memo. The memo will identify key areas for consideration by the City's evaluation team related to each vendor's ability to meet minimum requirements, and their alignment with the evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Final Functional and Technical Requirements.

4.4 Facilitate a Round 1 scoring meeting. We will meet with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top two preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

» *Deliverable 7 – Proposal Executive Summary Memo and Vendor Short List*

4.5 Assist with planning for demonstrations and writing demonstration scripts. We will meet with the City's project team to discuss the format of vendor demonstration scripts. We will develop a draft demonstration script template and provide it to the City's project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

4.6 Facilitate pre-demonstration conference calls. We will facilitate pre-demonstration conference calls with up to three of the City's short-listed vendors. Our project team will lead these calls, which will allow each vendor an hour to ask questions about the demonstration scripts.

4.7 Facilitate vendor demonstrations. One of our project team members will attend demonstrations and assist the City's project team with facilitation for a period of five days. Our project team's extensive background in the demonstration process will provide the City's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

4.8 Facilitate a Round 2 scoring meeting. We will participate in the second round of vendor scoring following the final demonstration to identify the vendor or vendors that the City's project team should perform its reference checks on.

4.9 Assist with planning for reference checks and site visits. We will assist the City's project team with identifying tasks that should be accomplished prior to meeting at each site



Phase IV. Proposal Evaluations

visit. We will also coordinate with the City's project team to discuss the suggested approach for the reference checks.

4.10 Facilitate a Final Scoring meeting. We will participate in the Final Scoring meeting following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

» *Deliverable 8 – Demonstration Facilitation and Preferred Vendor Identification*

4.11 Support the City in the contract negotiations process. Once a preferred vendor is selected, our project team will support the City in the contract negotiations process. We have been involved in contract negotiations from the client, vendor, and independent consultant perspectives, and understand how the contract impacts the implementation process. In conducting contract negotiations, we will draw on these experiences to help ensure the City's best interests are being met.

We will also work with the City's project team and legal counsel, as well as the preferred vendor, to develop a draft contract, using the City's contracting procedures and the vendor's proposal as starting points. We will review the contract documents with the City's project team to help ensure that requirements are clearly defined and to establish that the City agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions. We will also be present during negotiations with the preferred vendor. Should it become clear at any point during negotiations that the preferred vendor's solution or contract terms will not meet the needs of the City, we might recommend halting negotiations with that vendor and commencing negotiations with the alternate vendor.

In recognition of the many variables not yet known related to the contract negotiation timeline and work effort, we plan to commit up to 30 hours, billed as incurred.

» *Deliverable 9 – Contract Negotiations Assistance*

A. Fee Schedule

The following table contains the fees for services by phase, on a fixed-fee basis. Also included is a not to exceed travel expense estimate. We will submit monthly progress invoices based on the progress towards the completion of each deliverable and any actual travel expense incurred. We will not submit a final invoice for a deliverable without signed acceptance from the City.

System Selection Phases and Deliverables	Fees
Phase I. Project Coordination and Initiation	
D01. Project Work Plan and Schedule	\$2,950
D02. Biweekly Status Updates	\$3,950
Phase 1 Sub-Total	\$6,900
Phase II. Needs Assessment	
D03. Needs Assessment Memo	\$25,350
Phase 2 Sub-Total	\$25,350
Phase III. RFP Development	
D04. Preliminary Functional and Technical Requirements	\$3,450
D05. Final Functional and Technical Requirements	\$11,250
D06. RFP Package	\$2,800
Phase 3 Sub-Total	\$17,500
Phase IV. Proposal Evaluations	
D07. Proposal Executive Summary Memo and Vendor Short List	\$8,200
D08. Demonstration Facilitation and Preferred Vendor Identification	\$12,500
D09. Contract Negotiation Assistance	\$8,850
Phase 4 Sub-Total	\$29,550
Travel Expense Sub-Total	\$9,350
System Selection Total	\$88,650
Amended Activities	
D10. Demonstration Facilitation and Preferred Vendor Identification for Second RFP Release	\$12,500
D11. Contract Negotiation Assistance for Second RFP Release	\$8,850
Total Amendment	\$21,350
Amended System Selection Total	\$110,000



DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS
 6510 HUDSON ROAD
 CEDAR FALLS, IOWA 50613
 PH: 319-268-4266
 FAX: 319-277-9707

MEMORANDUM

TO: Honorable Mayor Robert Green and City Council

FROM: Cory Hurlless, Cultural Programs Supervisor

DATE: January 30, 2023

SUBJECT: OPN Architects
 Professional Design Services Agreement
 Hearst 2.0 Master Plan

Attached you will find the Professional Services Agreement with OPN Architects and insurance documentation for design services for the Hearst 2.0 Master Plan Project.

From 2018-2022 the Art and Culture Board has worked with city staff to develop information to help move forward a project related to the Hearst Center for the Arts. In 2018 a Building Visioning Committee was convened to examine space deficits at the Hearst Center, to review building usage, and to envision the next step forward for the facility. By 2021, the pandemic had demonstrated how valuable the current grounds, especially the Hearst gardens and patio, are to its success. In 2022, the Art and Culture Board and City Council agreed a Master Plan for an improved Hearst Center for the Arts facility should move forward. While there is support for a new building at the current site, evaluating the cost feasibility of new construction or a remodel/expansion with this Master Plan is desired.

The proposed Professional Services Agreement with OPN Architects will provide architectural design services, master plan development with phasing and cost estimate information, and community engagement services. The compensation for this agreement will be a fixed fee of \$24,000. Project #70 in the FY22-FY27 CIP, planned up to \$65,000 in FY22 & FY23 with funding sources including Art & Culture Board (38%), Cultural Improvement Fund (38%), and Friends of the Hearst (23%). \$55,000 it is in the FY23 budget.

The Department of Community Development requests your consideration and approval of the Professional Services Agreement with OPN Architects for design services of the Hearst 2.0 Master Plan. If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development
 Jennifer Pickar, V&T and Cultural Programs Manager



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eleventh day of January in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

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

Hearst Center for the Arts
224-304 West Seerley Blvd.
Cedar Falls, IA 50613
Telephone Number: 1-319-268-8641

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

OPN Architects, Inc.
200 Fifth Ave SE, Suite 201
Cedar Rapids, IA 52401
Telephone Number: 1-319-730-2916

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

Hearst 2.0 Facility Master Plan
224-304 West Seerley Blvd, Cedar Falls, IA 50613
City of Cedar Falls Project Number: BL-000-3310
OPN Project Number: 23204000
Develop a Master Plan for an updated Hearst Center for the Arts Building. The existing building is an adapted 1949 residential dwelling modified and enlarged to a facility of 12,000 square feet. The Hearst Center for the Arts opened to the public in 1989. Critical operational infrastructure has reached end-of-life, and an increase in programming needs for the community necessitates the development of a Master Plan to evaluate the cost feasibility of new construction or a remodel/expansion. The master plan shall provide concepts for the building's layout to right size the facility for the present and future operations of the organization.

REMIT ALL PAYMENTS TO:
OPN Architects, Inc.
200 5th Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The architect shall establish the program based on meetings with the owner and information as described in "Request for Qualifications – Hearst Center for the Arts Facility Master Plan" issued October 14, 2022 by the City of Cedar Falls, Iowa.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Physical characteristics as described in "Request for Qualifications – Hearst Center for the Arts Facility Master Plan" issued by the City of Cedar Falls, Iowa. The Project includes two site concepts with a detailed cost estimate of the preferred site concept. Site concepts may include reuse or expansion of the existing facility or new construction.

§ 1.1.3 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Anticipated February 27, 2023 – Project Commencement
 Anticipated July 15, 2023 – Research, Concept Development, and Cost Estimating & Phasing Study
 Completion
 Anticipated September 15, 2023 – Final Deliverables Prepared and Presented to Owner

.2 Construction commencement date:

Not Applicable

.3 Substantial Completion date or dates:

Not Applicable

.4 Other milestone dates:

Not Applicable

§ 1.1.4 The

(Paragraphs deleted)

Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

(Paragraphs deleted)

Not Applicable – Project is a Master Plan Only

§ 1.1.5 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None at the time of execution.

§ 1.1.5.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Cory Hurless, Cultural Programs Supervisor
 304 West Seerley Blvd.
 Cedar Falls, IA 50613
 Telephone Number: 1-(319)-268-5550
 Email Address: cory.hurless@cedarfalls.com

(Paragraph deleted)

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

City of Cedar Falls Community Development Staff

Init.

§ 1.1.8 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Not Applicable

.2 Civil Engineer:

Not Applicable

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Not Applicable

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Toby Olsen, Associate Principal, AIA / NCARB
200 Fifth Ave. SE, Suite 201
Cedar Rapids, IA 52401
Telephone Number: 1-(319)-363-6018

(Paragraphs deleted)

Email: tolsen@opnarchitects.com

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.10.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not Applicable

.2 Mechanical Engineer:

Not Applicable

.3 Electrical Engineer:

Init.

Not Applicable

§ 1.1.10.2 Consultants retained under Supplemental Services:

Construction Cost Estimating Firm:
Stecker Harmsen, Inc.
510 S 17th St. #110
Ames, IA 50010
Telephone Number: 1-(515)-232-4638

§ 1.1.11 Other Initial Information on which the Agreement is based:

None at the time of execution

(Paragraphs deleted)

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

Init.

§ 2.5 The Architect shall maintain the following insurance as required by the City of Cedar Falls for Goods and Services in Exhibit A until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Article 11.

(Paragraphs deleted)

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a general schedule for the project. The schedule initially shall include anticipated dates for the Substantial Completion of the Work as set forth in the Initial Information.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

(Paragraph deleted)

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

§ 3.2 Master Plan Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, two (2) preliminary design concepts with phasing information illustrating the scale and relationship of the Project components, conceptual building elevations and interior images, as well as a cost estimates.

§ 3.2.5 The Architect's two (2) site concepts for 224-304 W. Seerley Blvd shall include consideration of material choices, building orientation, accessibility of public access to the building, internal operational efficiencies, lighting and environmental constraints of the gallery and permanent collection storage, ability to protect the exterior garden and patio space, on-site parking capacity, and any other important factors with a range on cost for each concept for the Owner's approval. The two (2) site concepts shall consist of drawings and other documents (with phasing information) including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may

Init.

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit to the Owner a detailed cost estimate on the two (2) site concepts that identifies several significant components of the project individually such as: gallery space, art collection storage, educational classrooms, ceramic studio, performance room, office spaces, kitchen, artist studios, and identifies what furnishings are needed. Cost estimate of new parking lot, demolition of old buildings, (224 and 304 W. Seerley Blvd) if applicable, and protection and restoration of the garden/patio at the Hearst. Estimates for each site concept shall include the full outline of costs to deliver a completely finished asset to the community. Cost estimate shall be in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the two (2) Site Concept documents and cost estimates to the Owner, and request the Owner’s approval.

§ 3.3 Master Plan Community Engagement Phase Services

§ 3.3.1 Based on the Owner’s approval of the two (2) site concepts and cost estimates, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and present to community stakeholders, city leadership, and City Council. These may include: meeting with City staff core team regularly during Master Plan design phase process, meet with the Cedar Falls Art and Culture Board to review summary of findings that will contribute to design process, meeting with the Cedar Falls Art and Culture Board to review the two (2) site concepts. A Public Informational Meeting will be conducted by the Architect to review the two (2) site concepts and indicate the preferred option, to gain feedback. The Architect will meet with staff and the Cedar Falls Art and Culture Board to discuss feedback and next steps. The Architect will deliver a separate presentation to City Council to present the preferred Site Concept, prepared visuals and cost estimates.

§ 3.3.2 The Architect shall provide the Owner with all presentation materials, renderings, and/or other visuals created or this project for the Owner’s subsequent use.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – Review of Prior Program in Base Fee
§ 4.1.1.2 Multiple preliminary designs	Architect - 2 Concept Designs in Base Fee
§ 4.1.1.3 Measured drawings	Architect – Concept Level Only in Base Fee

§ 4.1.1.4	Existing facilities surveys	Architect – Review of Prior Program in Base Fee
§ 4.1.1.5	Site evaluation and planning	-Architect – Review of Prior Program in Base Fee
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided – Add Service
§ 4.1.1.7	Development of Building Information Models for post construction use	-Not Provided - Add Service
§ 4.1.1.8	Civil engineering	-Not Provided – Add Service
§ 4.1.1.9	Landscape design	-Not Provided - Add Service
§ 4.1.1.10	Architectural interior design	Not Provided – Add Service
§ 4.1.1.11	Value analysis	- Architect – In Base Fee
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	- Architect – In Base Fee
§ 4.1.1.13	On-site project representation for Master Planning	Architect – In Base Fee
§ 4.1.1.14	Conformed documents for construction	Not Provided - Add Service
§ 4.1.1.15	As-designed record drawings	Not Provided - Add Service
§ 4.1.1.16	As-constructed record drawings	Not Provided - Add Service
§ 4.1.1.17	Post-occupancy evaluation	Not Provided - Add Service
§ 4.1.1.18	Facility support services	Not Provided - Add Service
§ 4.1.1.19	Tenant-related services	Not Provided - Add Service
§ 4.1.1.20	Architect’s coordination of the Owner’s consultants	Not Provided – Add Service
§ 4.1.1.21	Telecommunications/data design	Not Provided – Add Service
§ 4.1.1.22	Security evaluation and planning	Not Provided – Add Service
§ 4.1.1.23	Commissioning	Not Provided - Add Service
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided – Add Service
§ 4.1.1.25	Fast-track design services	Not Provided - Add Service
§ 4.1.1.26	Multiple bid packages	Not Provided - Add Service
§ 4.1.1.27	Historic preservation	Not Provided - Add Service
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided - Add Service
§ 4.1.1.29	Other services provided by specialty Consultants	Architect – Construction Cost Estimating Only In Base Fee
§ 4.1.1.30	Other Supplemental Services: Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction Administration	Not Provided – Add Service

(Row deleted)

--	--

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below. These services indicated below are provided in addition to the scope of services outlined in Article 3 Scope of Architect’s Basic Services as part of the base fee.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

4.1.1.1. – Programming; - as part of Architect’s Basic Services

The Architect will develop a building program for the concept design to assist the owner in establishing the needed spaces for the master plan.

4.1.1.2 -Multiple Preliminary Designs: - as part of Architect’s Basic Services

Init.

The Architect will provide the Owner two (2) concept level designs per Scope of the Architect's Basic Services for the Master Plan deliverables.

4.1.1.3 Measured Drawings: - as part of Architect's Basic Services

The Architect will provide scaled concept level designs/drawings using existing information provided by the owner and from limited field verification.

4.1.1.4 Existing Facilities Surveys: - as part of Architect's Basic Services

The Architect will review existing building information and drawings provided by the owner and visit the building for utilization in the creation of Master Plan drawings and concept designs.

4.1.1.5 Site Evaluation and Planning: - as part of Architect's Basic Services

The Architect will review existing site information provided by the owner and visit the project site for utilization in the creation of required Master Plan drawings and concept designs.

4.1.1.11 Value Analysis: - as part of Architect's Basic Services

The Architect shall review preliminary cost estimates and provide advise the owner on potential cost savings through value analysis as part of the Master Plan deliverables.

4.1.1.12 Detailed Cost Estimating: - as part of Architect's Basic Services

The Architect shall provide cost estimating as outlined in the Scope of Architect's Basic Services.

4.1.1.13 On-site project representation for Master Planning: - as part of Architect's Basic Services

The Architect shall provide on-site representation for required meetings as outlined in the Scope of Architect's Basic Services.

4.1.1.29 Other services provided by specialty Consultants: - as part of Architect's Basic Services

The Architect shall employ Stecker Harmsen Inc out of Ames, Iowa to assist in cost estimation for the two (2) site concepts for the Hearst Center 2.0 Master Plan.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

Init.

- applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

(Paragraphs deleted)

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraphs deleted)

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

(Paragraphs deleted)

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

(Paragraph deleted)

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

(Paragraphs deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate

Init.

contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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

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

.1 Termination Fee:

None.

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

Not applicable

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

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Architect's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder.

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Twenty-four Thousand Dollars and Zero Cents, \$24,000.00)

(Paragraphs deleted)

Fee to complete the scope of work outlined in the Architect's proposal dated October 14, 2022, at the lump sum fixed fee of \$24,000.00 plus additional services or reimbursable expenses as agreed through a contract amendment or change order.

**REMIT ALL PAYMENTS TO:
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401**

**ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)**

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Per Standard Hourly Rates listed in 11.7

Init.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

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

Per Exhibit A - Standard Hourly Rates or as noted below.

Employee or Category	Rate (\$0.00)
Principal	\$260.00
Associate Principal	\$180.00
Associate	\$160.00
Health Care Planner	\$200.00
Senior Project Manager / Senior Project Architect	\$145.00
Project Manager / Project Architect	\$125.00
Architect	\$110.00
Intern Architect 3	\$95.00
Intern Architect 1-2	\$80.00
Senior Interior Designer	\$110.00
Interior Designer	\$90.00
Construction Administrator	\$105.00
Architectural Technician	\$85.00
Directors of Business Support	\$130.00
Business Support Specialist	\$90.00
Marketing Specialist	\$85.00
Administrative Support	\$60.00
College Interns	\$45.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Digital Uploading, Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- .13 **Site, boundary, and/or topographic surveys, site-related studies, soil borings, or other geotechnical costs;**

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

Init.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

5 % per annum

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

12.1 179D(d)(4) Energy Tax Allocation for Designers of Government-Owned Buildings. The Owner agrees to allocate to the Architect and the Architect's participating and responsible Consultants all Section 179D tax deductions dedicated to the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, Section 179D, Notice 2008-40, and updates included in the Inflation Reduction Act of 2022. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for approval on behalf of the design team and participating Consultants. The Architect and Architect's participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations. Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the energy efficient design and construction of new or renovated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 and applicable updates included in the Inflation Reduction Act of 2022 provides that in the case of a government owned property (Federal, State or Local government or political subdivision), and qualifying not-for-profit entities, the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity, or a not-for-profit entity, and are therefore assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project. A designer may include, for example, an architect, engineer, environmental consultant, or energy services provider, who creates the technical specification [plans and specifications] for a new building, existing building renovation, or an addition to an existing building that incorporates an energy efficient property allowed under Section 179D.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Insurance Requirements

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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



OWNER (Signature)

ARCHITECT (Signature)

Robert M. Green, Mayor of Cedar Falls

Toby Olsen, Associate Principal

(Printed name and title)

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

Init.



10/12/22

**EXHIBIT
INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
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 any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be 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 2-3 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 4-5 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.



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 4-5 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 4 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
-----------------	-------------



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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (12/ Item 14.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER TrueNorth PO Box 1863 500 First Street SE Cedar Rapids IA 52406-1863	CONTACT NAME: TrueNorth Risk Management	
	PHONE (A/C No. Ext): 319-366-2723	FAX (A/C, No):
	E-MAIL ADDRESS: certs@truenorthcompanies.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Casualty Company	NAIC # 28665
INSURED OPN Architects, Inc. 200 Fifth Ave SE, Suite 201 Cedar Rapids IA 52401	OPNARCH-01	
	INSURER B : Global Aerospace	
	INSURER C : SFM Select Insurance Company	27049
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 362127613

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	EPP 0502684	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP 0502684	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EPP 0502684	9/1/2022	9/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		Y	153962.101	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Aviation Liability-Drones			9006938	2/15/2022	2/15/2023	Single Limit BI & PD	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If there is a "Y" in the box for Additional Insured under General Liability, Form GA472 applies on a primary basis. Also, Form GA233 applies with regards to additional insured on a primary basis and waiver of subrogation is provided, if required by written contract. If there is a "Y" in the box for Additional Insured & Waiver of Subrogation under Auto Liability, form AA 288 applies. If there is a "Y" in the box for Additional insured under Umbrella/Excess Liability following form applies on a primary basis and waiver of subrogation is provided, if required by written contract. If there is a "Y" in the box for Waiver of Subrogation under the Workers Comp then form WC000313 applies. If there is a Y in the box for Additional Insured under Aviation Liability then form UASA121 applies.

Master Plan for a new Hearst Center for the Arts building to be located at 224-304 West Seerley Boulevard.
 The following forms are currently active and will be endorsed to reflect Cedar Falls
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls
 Department of Community Development
 Tourism & Cultural Programs
 304 West Seerley Boulevard
 Cedar Falls IA 50613
 United States

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY TrueNorth		NAMED INSURED OPN Architects, Inc. 200 Fifth Ave SE, Suite 201 Cedar Rapids IA 52401	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

GL - CIC
 separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations
 -Automatic AI/PNC if required by contract - Contractors Additional Insured - GA472 Attached
 -Automatic Waiver of Subrogation GA455 Attached
 -By Endorsement Governmental Immunity GA42171A

Auto CIC
 Blanket WOS & AI by written contract AA288

Umbrella - CIC
 Follow form

WC - CIC
 Blanket WOS WC000313
 - By Endorsement 30 Day NOC

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships:	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
11. Broadened Notice Of Occurrence	15
12. Nonowned Aircraft.....	15
13. Bodily Injury Redefined.....	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds.....	15
16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage.....	16
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
 Aggregate Limit: \$3,000,000
 Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$ 2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000
 Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
 - 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage. Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

- ners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;
 apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

- 1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Interpreting the "employee benefit programs";
 - c. Handling records in connection with the "employee benefit programs"; or
 - d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You** Limit as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

- c. In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in Section **B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (ii) This insurance does not apply to any insured person or organization:
 - 1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph **8.a.(1)** of this endorsement; or

- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph 2.a.(1)(d) under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph a. of Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:
- 1) The "property damage" takes place in the "coverage territory"; and
 - 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage** and **Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

- 1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance;** or
- 2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

- 1. The additional insured is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SFM Mutual Insurance Company
Workers' Compensation and Employers' Liability Policy

Waiver Of Our Right To Recover From Others Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on **09/01/2022** at 12:01 A.M. standard time, forms a part of Policy **153962.101** issued to **OPN Inc..**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

This waiver of subrogation endorsement applies to the state of Illinois

Blanket Waiver: The named insured agrees to waive all rights of subrogation against entities that have contractual requirements for such.



CERTIFICATE OF LIABILITY INSURANCE

DATE 12/1	Item 14.
--------------	----------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER 1-800-300-0325 Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401		CONTACT NAME: Monica Wilks PHONE (A/C No. Ext): 816 857-7820 FAX (A/C, No): E-MAIL ADDRESS: mwilks@holmesmurphy.com	
INSURED OPN Inc. dba OPN Architects, Inc. 200 Fifth Ave. SE Suite 201 Cedar Rapids, IA 52401		INSURER(S) AFFORDING COVERAGE INSURER A: ADMIRAL INS CO NAIC # 24856 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER: 67303842** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			EO00004740205	09/01/22	09/01/23	Per Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Hearst Center for the Arts Facility Master Plan

CERTIFICATE HOLDER City of Cedar Falls, Iowa Department of Community Development Tourism & Cultural Programs 304 West Seerley Boulevard Cedar Falls, IA 50613 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Organization:

CITY OF CEDAR RAPIDS
3851 RIVER RIDGE DR NE
CEDAR RAPIDS, IA 52402-7531

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following:

Nonwaiver of Government Immunity

The purchase of this policy and naming of the organization shown in the Schedule as an additional insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage

This policy 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.

Assertion of Government Immunity

The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage for Governmental Immunity

We shall not deny coverage or deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in Favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
 Matthew Tolan, Civil Engineer II
DATE: January 30, 2023
SUBJECT: PC-2 District Site Plan Review – 930 Viking Road, outbuilding #2

REQUEST: Request to approve a PC-2 Planned Commercial District Site Plan for a new 6,050 square foot retail building.

PETITIONER: HI YIELD LLC, Owner

LOCATION: 930 Viking Road

PROPOSAL

It is proposed to construct a 6,050-square-foot commercial building (in red outline to the right) which will provide room for three tenants. The overall development plan for the property includes a 55,000-square-foot gym/retail building, and four commercial buildings totaling approximately 30,000 square feet.



BACKGROUND

The property was rezoned by the City Council from A-1 Agricultural District to PC-2 Planned Commercial District on September 19, 2016. A site plan for just the gymnasium/retail building was approved by the City Council on December 15, 2016, after a unanimous recommendation of approval from the Planning & Zoning Commission. During the review of the gymnasium/retail building site plan in 2016, a general design of the 4 outbuildings was presented, however, those buildings were not part of the original site plan approval. A site plan was presented for

Outbuilding #3 at the northeast corner of the property and was approved by the City Council on August 21, 2017. Then, on October 16, 2017, a revised site plan for the gymnasium/retail building was approved by the City Council, which added approximately 10,000 square feet of building area and added a parking area behind the building (101 stalls). A site plan was presented for Outbuilding #1 at the northwest corner of the property and was approved by the City Council on December 3, 2018. Following that, in January 2020, the site plan for Outbuilding #4 was approved, which is currently under construction and the current proposal is for the last remaining Outbuilding # 2.

ANALYSIS

The property is zoned PC-2, Planned Commercial District. The PC-2 District is a predominantly commercial project containing retail and general service facilities on larger tracts of land that is designed and improved in accordance with a comprehensive project plan and developmental procedures agreement. It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort, and pleasure.

As indicated in the Background section, several site plan reviews on this property have already been approved. The overall development plan for the property shows a total of five buildings; three buildings have already been completed, and one is currently under construction. This approval is for the last building. A detailed site plan review of each building when it is proposed to be constructed is required to ensure that the development site satisfies a number of standards. Details such as building design and location, parking, signage, dumpster location, and other similar criteria are reviewed to ensure orderly and quality development in the PC-2 Planned Commercial District.

Following is a review of the zoning ordinance requirements:

- 1) Proposed Use: The 6,050 square foot retail/professional office building is a permitted use in the PC-2 District. **Use permitted.**
- 2) Setbacks: The setbacks apply to the building, parking lot, and signage. The PC-2 District normally requires a 30-foot setback around the perimeter of the "district". The PC-2 District also states that for areas less than 10 acres in size, the setback area may be reduced to 20', subject to review and approval from the Planning & Zoning Commission and City Council. The developer did ask that the 30-foot open space buffer setback be reduced to 20 feet in width for the entire site which was slightly over 10 acres of land area, which was approved by the City Council in 2017.

The proposed outbuilding is located approximately 35 feet from the west property line, which meets the 20-foot minimum buffer requirement. And the proposed outbuilding will be placed 40 feet south of the existing outbuilding at 936 Viking Rd. All parking area for the entire site is at least a 40-foot setback from surrounding property lines except the parking lot south of the gymnasium building. The south parking lot is 11-foot setback from the south lot line, about 57-foot setbacks from the west lot line, and about 138-foot setback from the east property line. **Building and Parking Area setbacks are satisfied.**

- 3) Parking: The parking requirement was previously calculated for the entire development, which included the gymnasium building and 4 outbuildings. Based on the anticipated uses and sizes of the buildings within this shopping center, the total parking required for all of the uses is 340 parking stalls. The overall site plan shows 393 parking stalls, which meets the

minimum requirement. For this parcel alone (930 Viking Rd), 26 parking stalls are shown. There is a shared parking agreement between the individual parcels that allow for shared parking between the properties.

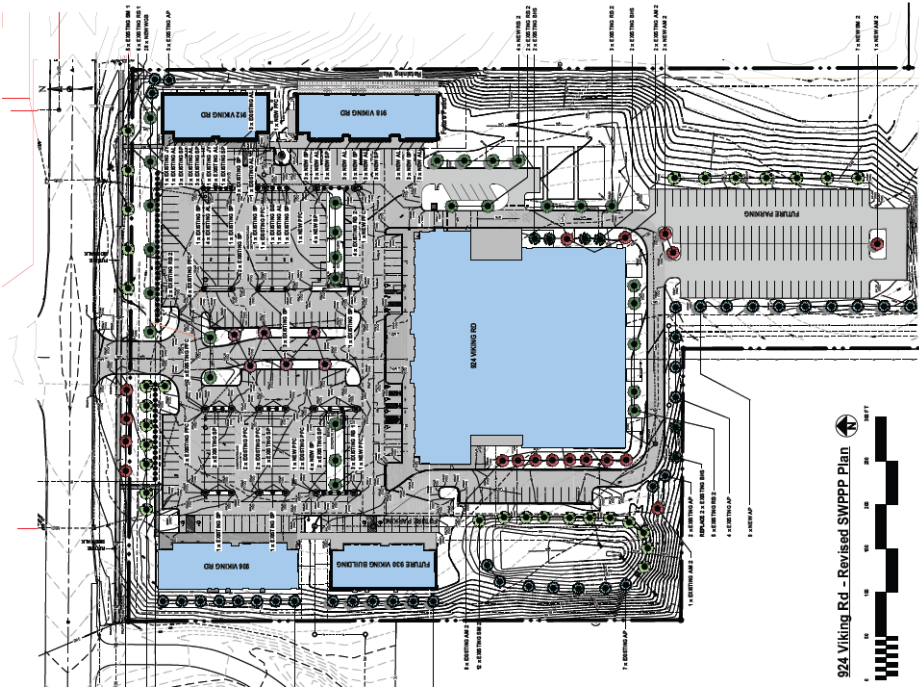
As per previously approved site plans for the entire site, the parking lot south of the gymnasium building was to be completed with the completion of the gymnasium building (approved in 2017). During the site plan approval of the 918 Viking Rd outbuilding in 2020, it was again noted that the parking lot needed to be constructed to meet ordinance requirements. Currently, the site is under-parked, as the parking lot south of the gymnasium building has not been constructed. **Parking requirements will be satisfied once the parking lot south of the gymnasium building is completed. Staff has informed the applicant that occupancy permits for building #4 (918 Viking Rd currently under construction) and building #2 (930 Viking Rd.) will not be issued until all the remaining parking is constructed, including the parking lot behind the larger building.**

- 4) Open Space: Open green space must be provided on-site. The ordinance requires 10% of the total development site excluding the required setback area. In this case, the lot contains approximately 13.74 acres of land (598,514 ft²). When the perimeter setbacks are excluded (20-foot minimum), approximately 61,000 square feet can be deducted from the total: $598,514 - 61,000 = 537,514 \times 0.10 = 53,751$ square feet of open green space must be provided on-site. The property has approximately 194,000 square feet of open space remaining, which exceeds the minimum open space requirement. **Open green space satisfied. Staff notes that this will need to be recalculated if the parking lot is expanded further south on the remaining parcel in the future.**
- 5) Landscaping: The PC-2 District requires landscape plantings at the rate of 0.02 points per square foot of the total development site ($0.02 \times 598,514 \text{ ft}^2$) = **11,970 basic site landscaping points**. These points can be made up with any combination of trees, conifers, and shrubbery and distributed throughout the site, parking areas, and along the street.

In addition to basic site landscaping points, there is a requirement of 0.75 points per linear foot of street frontage. The overall site has a street frontage of 630 feet. So, based on it the site is required to have **473 points** ($0.75 \times 630 \text{ ft}$). A total of 12,443 points is required. The landscaping plan is 443 points short of the requirement. **Staff recommends adding parking lot screening shrubs along the Viking Road Street frontage, as required in the parking chapter of the zoning ordinance to satisfy the additional required points.**

In addition to these points, landscaping must also be provided to satisfy parking lot landscaping. The parking area landscaping requirement is one tree for every 15 parking stalls or 2,500 square feet of the hard surface parking area. If the one tree for every 15 stalls ratio is applied, the total tree planting for all parking lot would be $393/15 \text{ stalls} = 27$ trees. The landscaping plan shows that the trees are distributed around the parking areas.

A landscaping plan for the overall site was submitted when the gymnasium building went through the site plan review process in 2017. However, the applicant has provided with updated landscaping plan showing existing landscape work that was done over time and the pending landscaping to be added alongside the completion of this project. See attached landscaping plan for reference.



Overall, the applicant is providing landscaping equivalent to 12,470 landscaping points, of which 9,100 points of landscaping has already been planted. The site will have well-distributed landscaping areas, once all landscaping is complete. As noted above, staff recommends additional screening shrubs along Viking Road to satisfy the remaining 443 landscaping points required. A revised landscaping plan was submitted by the applicant to ensure its compliance with City Code.

Staff notes that the landscaping work should be completed prior to obtaining the occupancy permit for the proposed outbuilding #2 (930 Viking Rd.) and outbuilding #4 (918 Viking Rd. currently under construction). **Landscape Plan is acceptable.**

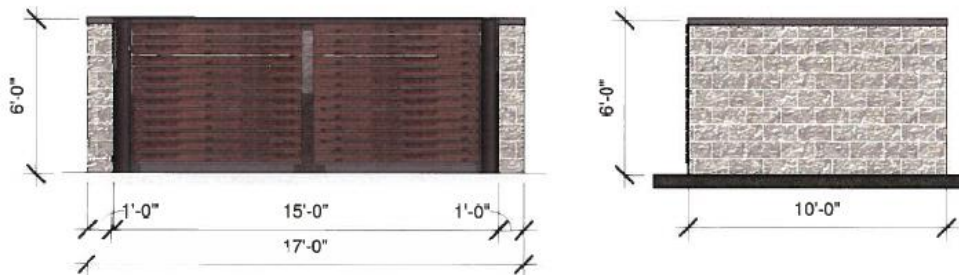
- 6) **Sidewalks:** A Sidewalk is identified along the building frontage. This sidewalk will connect this building to the building to the north (936 Viking Rd.), which will connect to the sidewalk that will be installed along Viking Road. The sidewalk along Viking Road was to be completed back in 2017, as mentioned in the staff report. And the same was also mentioned during the approval of 918 Viking Rd. building in 2019. However, the sidewalk is still pending. Staff notes that all the sidewalks need to be completed prior to issuance of an occupancy permit for the proposed building #2 (930 Viking Rd.) and building #4 (918 Viking Rd. currently under construction). **The sidewalk plan is acceptable. Staff notes that all the pending sidewalks including between outbuildings and along Viking Road must be installed as planned before the issuance of an occupancy permit for Outbuilding #2 (930 Viking Rd.) and outbuilding #4 (918 Viking Rd.).**

- 7) **Building Design:** The proposed building will be constructed with a mixture of rock-faced block (gray), Cumaru wood shiplap siding, glass windows and doors, and two tones of corrugated metal paneling (silver and charcoal). Wall signage will also be located above each doorway. This building design is the same as Outbuilding #1, #3 and #4, which were previously approved. **Overall Building Design is acceptable.**



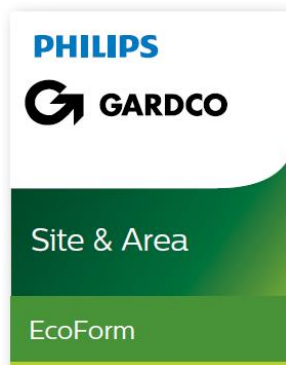
Front Design of Building

- 8) **Trash Dumpsters:** The dumpster enclosure will be located just to the northeast of the building, between the gymnasium building and the proposed building. There are two dumpster enclosures for the entire site, located at each side of the gym/retail building would be used for all five outbuildings. A dumpster enclosure plan was submitted that includes a 6' split face block wall with a slated gate for access. **The dumpster enclosure plan is acceptable. However, the enclosures have never been constructed. Both the dumpster enclosures need to be constructed before the issuance of an occupancy permit for Outbuilding #2 (930 Viking Rd.) and outbuilding #4 (918 Viking Rd.).**



- 9) **Storm Water Management:** There are two previously installed underground storm water collection areas located under the parking lot in front of Outbuilding #1 and Outbuilding #3. These detention basins release the water into the storm sewer located along Viking Road. Also, there is a storm water detention area located to the southwest of the gymnasium building. Water from around the gymnasium building and areas south of the gymnasium building will flow to this detention pond. This overall storm water management plan was reviewed and approved by the Engineering Division during the site plan review of the gymnasium building in 2016. An individual SWPPP application and permit will be required for this building. **Staff notes that there have been issues with compliance, so staff will be monitoring to ensure that all SWPPP controls are installed and maintained properly (see technical comments below).**

- 10) **Lighting Plan:** A general lighting plan has been submitted and appears to be satisfactory. With this building, the applicant will be adding six 2-head light poles around the site, which will complete site lighting for the entire site. The fixtures are fully downcast to prevent nuisance light. See attached lighting plan for reference. The lighting fixtures will consist of LED die-cast aluminum box downlights.



- 11) **Signage:** The PC-2 District permits wall signs to cover 20% of the surface area of any one wall space. However, no more than two wall faces can be utilized for signage in the PC-2 District. Wall signage is identified on the front side of the building over each tenant space entry. **Signage requirements appear to be met but will be verified at the time of sign permit application.**

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have few comments on the proposed site plan. All basic utility services are available to the site. Utility service and meter locations will need to be coordinated with Cedar Falls Utilities.

The City Engineering Division has had comments regarding their Storm Water Pollution Prevention Plan (SWPPP) for the site. A number of deficiencies were noted by City staff during several past site visits; however, those items have been addressed by the developer. The developer and contractor for the site will need to address any changes that occur as construction continues on the site with continued maintenance, weekly inspections, seeding during appropriate times, and use of SWPPP approved stabilization techniques. The City is requiring that the developer obtain an individual SWPPP permit for each of the remaining buildings on the site prior to construction to help maintain control of the site during the duration of the remaining construction on the site.

As this is the last outbuilding to be built on the site, the City Engineering Division recommends that all site final grading and stabilization take place prior to the final occupancy of said outbuilding. All improvements including the sidewalk along W. Viking Road, landscaping improvements, trash enclosure and the parking lot south of the Gymnasium will be required to be completed to fulfill City Code requirements for the site. All improvements will need to be made and in working order as the site will be considered fully developed upon the completion of the last outbuilding.

STAFF RECOMMENDATION

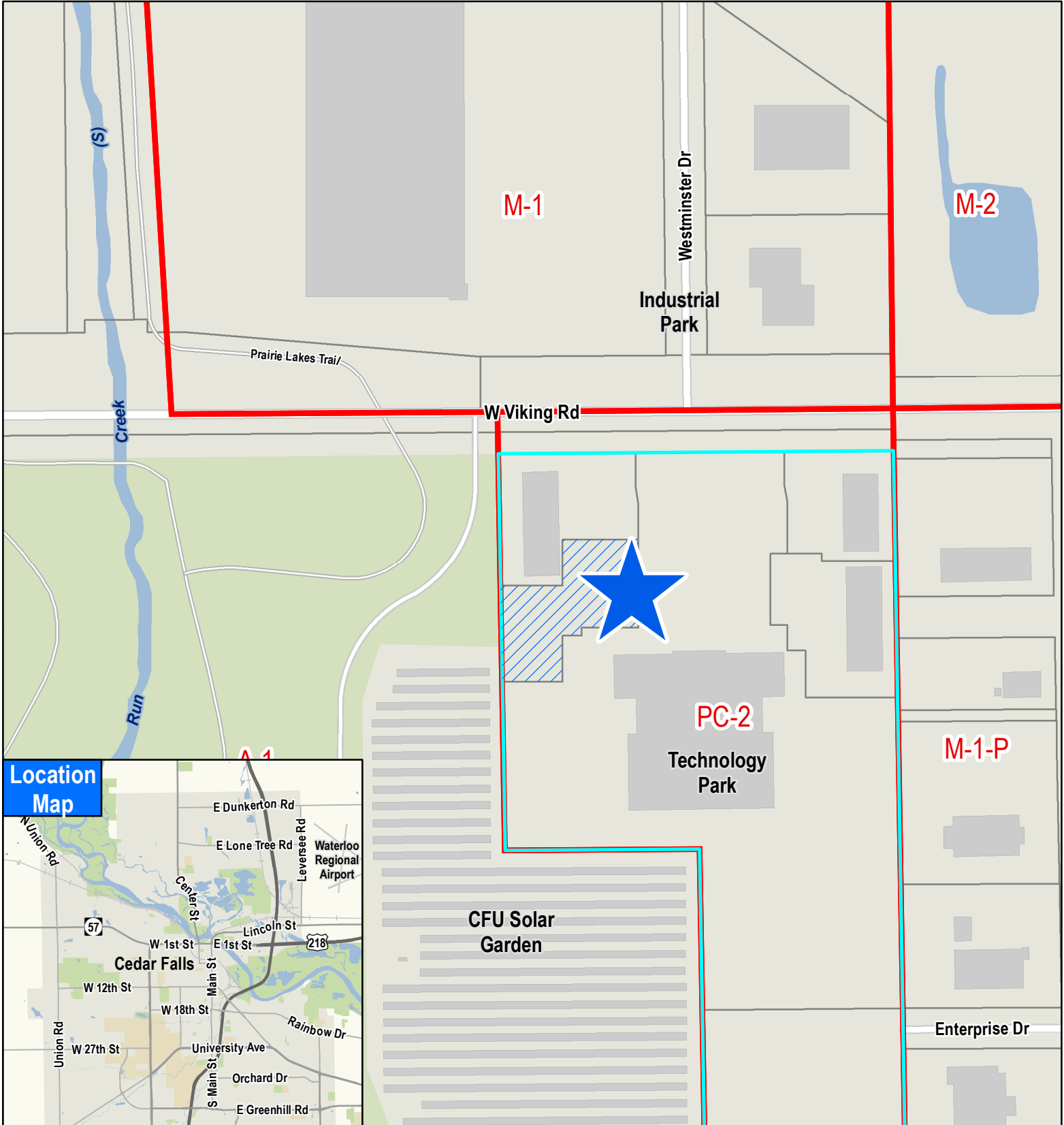
Planning and Zoning Commission recommends approval of the submitted PC-2 Site Plan for 930 Viking Rd. building #2 at their regular meeting on 25^h January 2023 with a vote of 6 ayes, and 0 nays. Staff also recommends approval, subject to compliance with the conditions noted in the staff report above and any comments or direction specified by the Planning and Zoning Commission.

PLANNING & ZONING COMMISSION

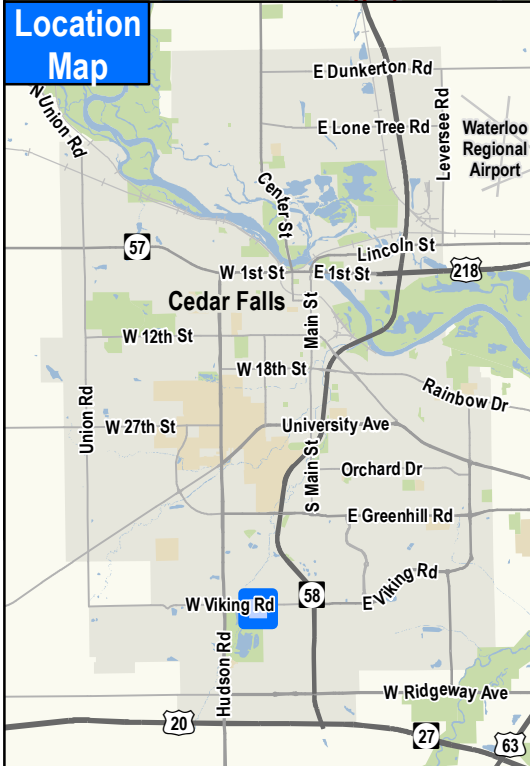
Discussion & Vote 1/25/2023	Acting Chair Hartley introduced the item and Mr. Atodaria provided background information. He explained that the site is located at 930 Viking Rd. and it is proposed to build a 6,005 square-foot retail outbuilding, which will be the last building in the area. Mr. Atodaria noted that alongside the new building, the applicant will also be completing previous commitments including parking lot, sidewalks both along Viking Rd and the ones between the outbuildings, trash enclosure, landscaping, and seeding. He also noted that as per the code, the site is currently under-parked, and the applicant needs to add landscaping for additional 443 planting points to meet the screening requirement. Mr. Atodaria noted that the building design was similar to the other buildings in the area and noted that the applicant will have to add the two-trash enclosure on site as previously approved. Mr. Atodaria also discussed that the applicant will have to ensure that SWPPP controls are installed and maintained and all needed improvements including previous commitments are completed to fulfill City Code requirements. Staff recommends approval subject to compliance with the conditions noted in the staff report and any comments or direction by the Commission.
--------------------------------------	---

Applicant Dave Sund thanked Mr. Atodaria for his presentation and mentioned that they will do everything to satisfy all the comments from staff and all requirements to get the occupancy.

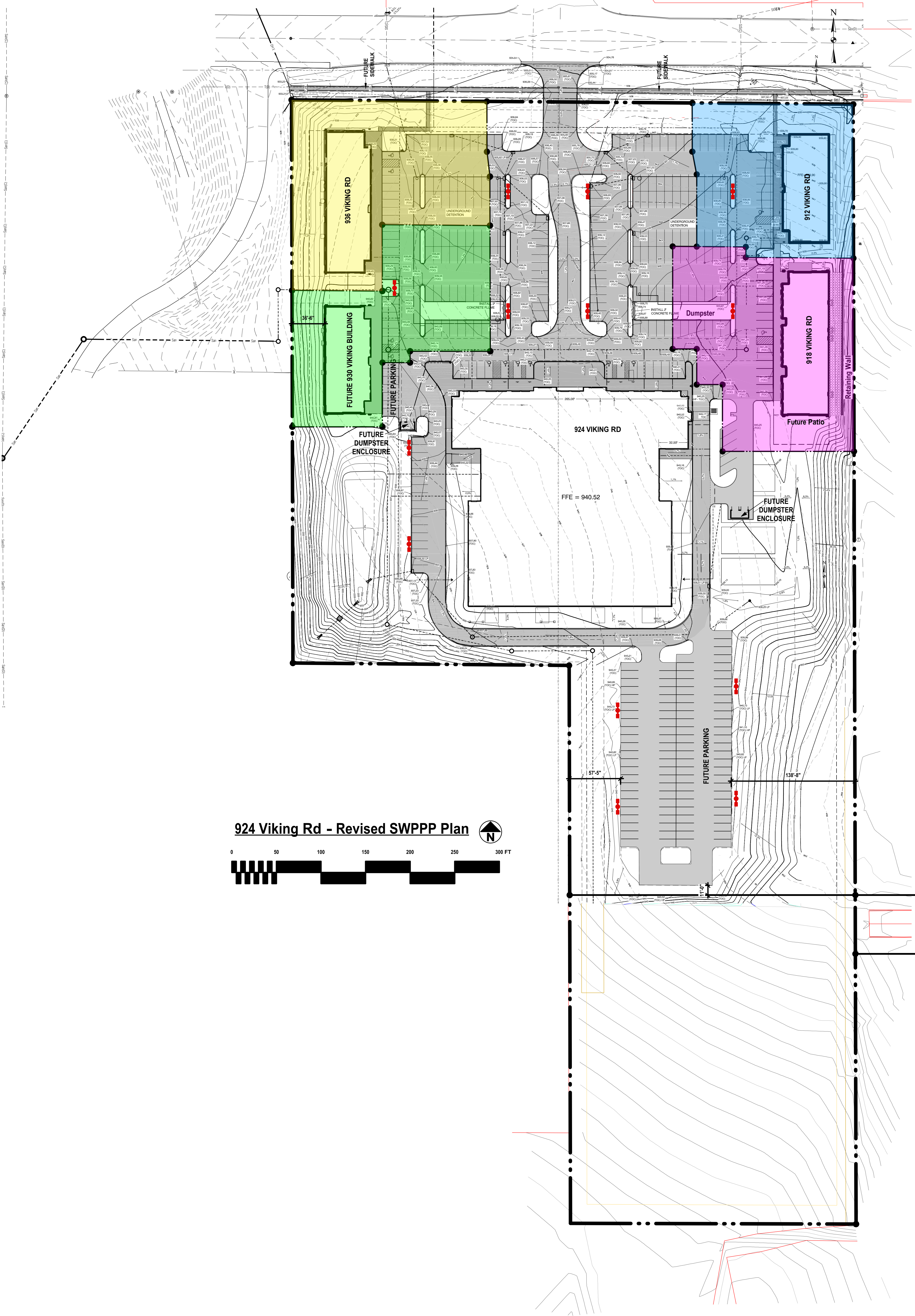
Mr. Larson made a motion to approve the plan subject to satisfying details for landscaping plan. Ms. Moser seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Hartley, Larson, Leeper, Grybovych and Moser), and 0 nays.



Location Map



PC-2 Site Plan Review
for Outbuilding #2, 930 Viking Road
(SP22-019)



924 Viking Rd - Revised SWPPP Plan



938 VIKING RD

FUTURE 930 VIKING BUILDING

FUTURE PARKING

FUTURE DUMPSTER ENCLOSURE

UNDERGROUND DETENTION

CONCRETE FUTURE

924 VIKING RD

FFE = 940.52

FUTURE PARKING

FUTURE DUMPSTER ENCLOSURE

Dumpster

INSTALL #2 CONCRETE

912 VIKING RD

918 VIKING RD

Future Patio

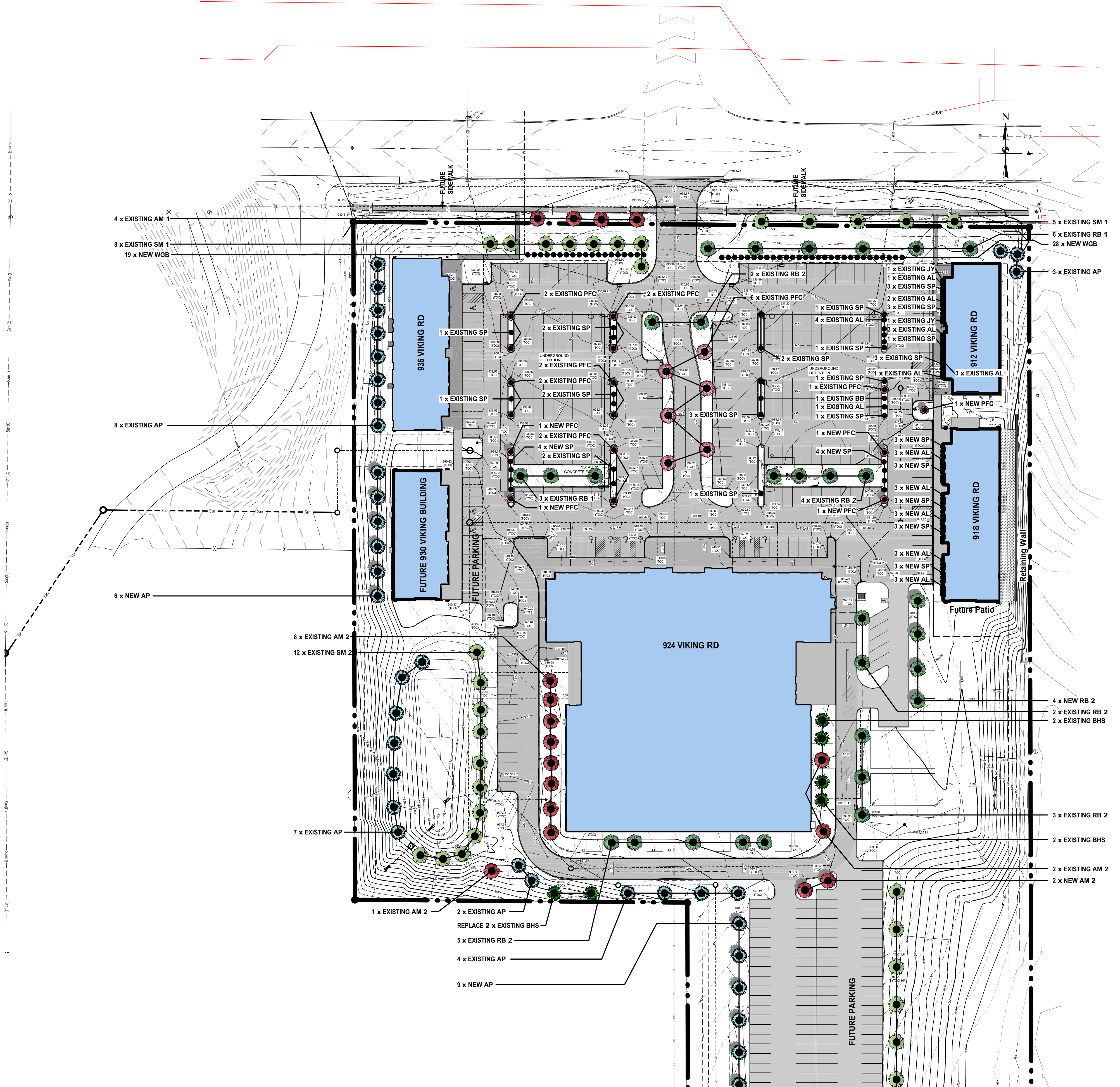
Retaining Wall

33'-6"

57'-5"

138'-8"

11'-0"



924 Viking Rd - Revised SWPPP Plan

PLANT MATERIAL SCHEDULE

TAG	DESCRIPTION	SIZE	QUANTITY	POINTS	TOTAL POINTS
EXISTING AL	EXISTING ALLIUM	#5	15	10	150
EXISTING AM 1	EXISTING AUTUMN BLAZE MAPLE	4"	4	100	400
EXISTING AM 2	EXISTING AUTUMN BLAZE MAPLE	2"	11	80	880
EXISTING AP	EXISTING AUSTRIAN PINE	6"	24	80	1,920
EXISTING BB	EXISTING BARBERRY	#5	1	10	10
EXISTING BHS	EXISTING BLACK HILLS SPRUCE	6"	6	80	480
EXISTING JY	EXISTING JAPANESE YEW	#5	2	10	20
EXISTING PFC	EXISTING PRAIRIE FIRE CRABAPPLE	2"	17	40	680
EXISTING RB 1	EXISTING RIVER BIRCH	4"	13	100	1,300
EXISTING RB 2	EXISTING RIVER BIRCH	2"	10	80	800
EXISTING SM 1	EXISTING SUGAR MAPLE	4"	9	100	900
EXISTING SM 2	EXISTING SUGAR MAPLE	2"	16	80	1,280
EXISTING SP	EXISTING SPIREA	#5	28	10	280
TOTAL POINTS OF EXISTING					9,100
NEW AL	NEW ALLIUM	#5	15	10	150
NEW AM 2	NEW AUTUMN BLAZE MAPLE	2"	3	80	240
NEW AP	NEW AUSTRIAN PINE	6"	15	80	1,200
NEW PFC	NEW PRAIRIE FIRE CRABAPPLE	2"	5	40	200
NEW RB 2	NEW RIVER BIRCH	2"	4	80	320
NEW SM 2	NEW SUGAR MAPLE	2"	7	80	560
NEW SP	NEW SPIREA	#5	23	10	230
NEW WGB	NEW WINTER GEM BOXWOOD	#5	47	10	470
TOTAL POINTS OF NEW					3,370
GRAND TOTAL OF POINT					12,470

ROAD FRONTAGE: 630', POINTS REQUIRED AT FRONTAGE: 473, POINTS PROVIDED AT FRONTAGE: 2,540
 TOTAL SQUARE FOOTAGE: 598,514 SQ. FT., POINTS REQUIRED FOR SQUARE FOOTAGE 11,971 SQ. FT., POINTS PROVIDED FOR SQUARE FOOTAGE 12,000 SQ. FT.

A New Facility at:
930 Viking Road
Building #2
 Cedar Falls, IA 50613

THIS PLAN, INCLUDING THE DESIGN AND CONCEPT, IS THE PROPERTY OF R. WAYNE WILLIAMSON, ARCHITECT AND IS PROTECTED UNDER COPYRIGHT LAW. UNAUTHORIZED USE IS STRICTLY PROHIBITED.
 COPYRIGHT © 2021 BY R. WAYNE WILLIAMSON, ARCHITECT

DK Management
 R. Wayne Williamson, Architect
 616 Clay Street, Cedar Falls, IA 50613 319-768-7235

Date	Description of Revision

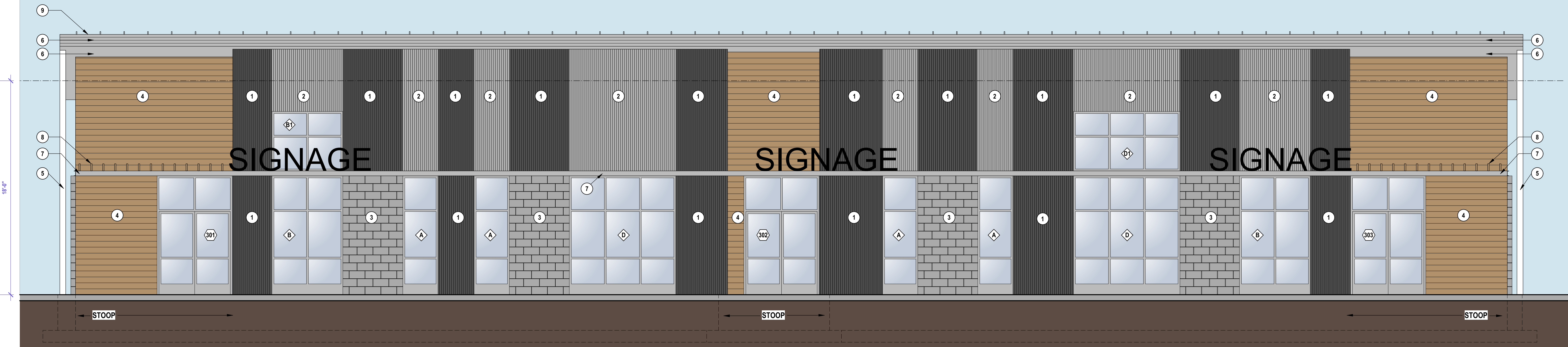
Project Number	021012
CAD File Name	Building 2 Plans
Drawn By	RWW
Checked By	RWW

Sheet Name
ELEVATIONS

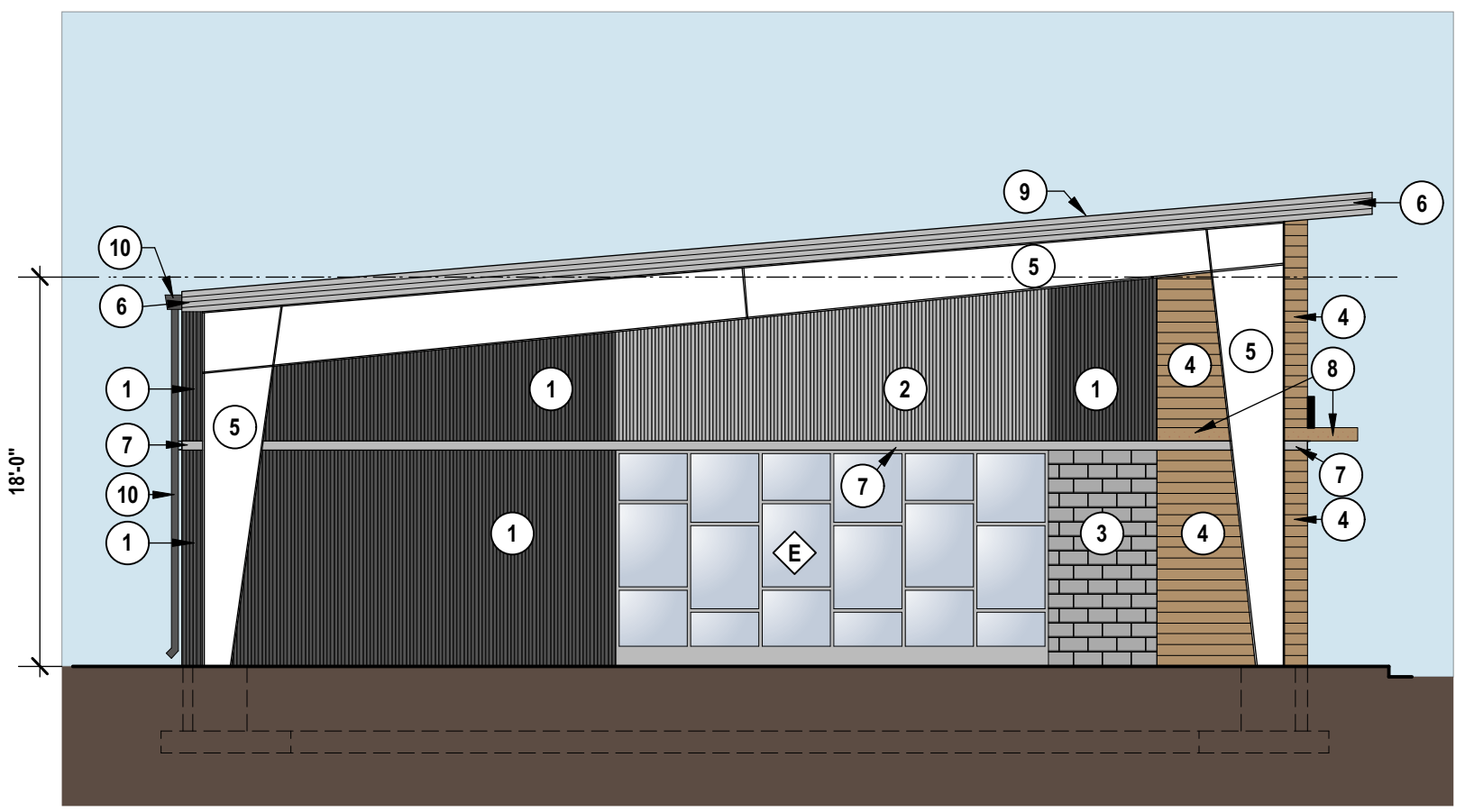
Sheet Number
A3

Copyright R. Wayne Williamson, AIA

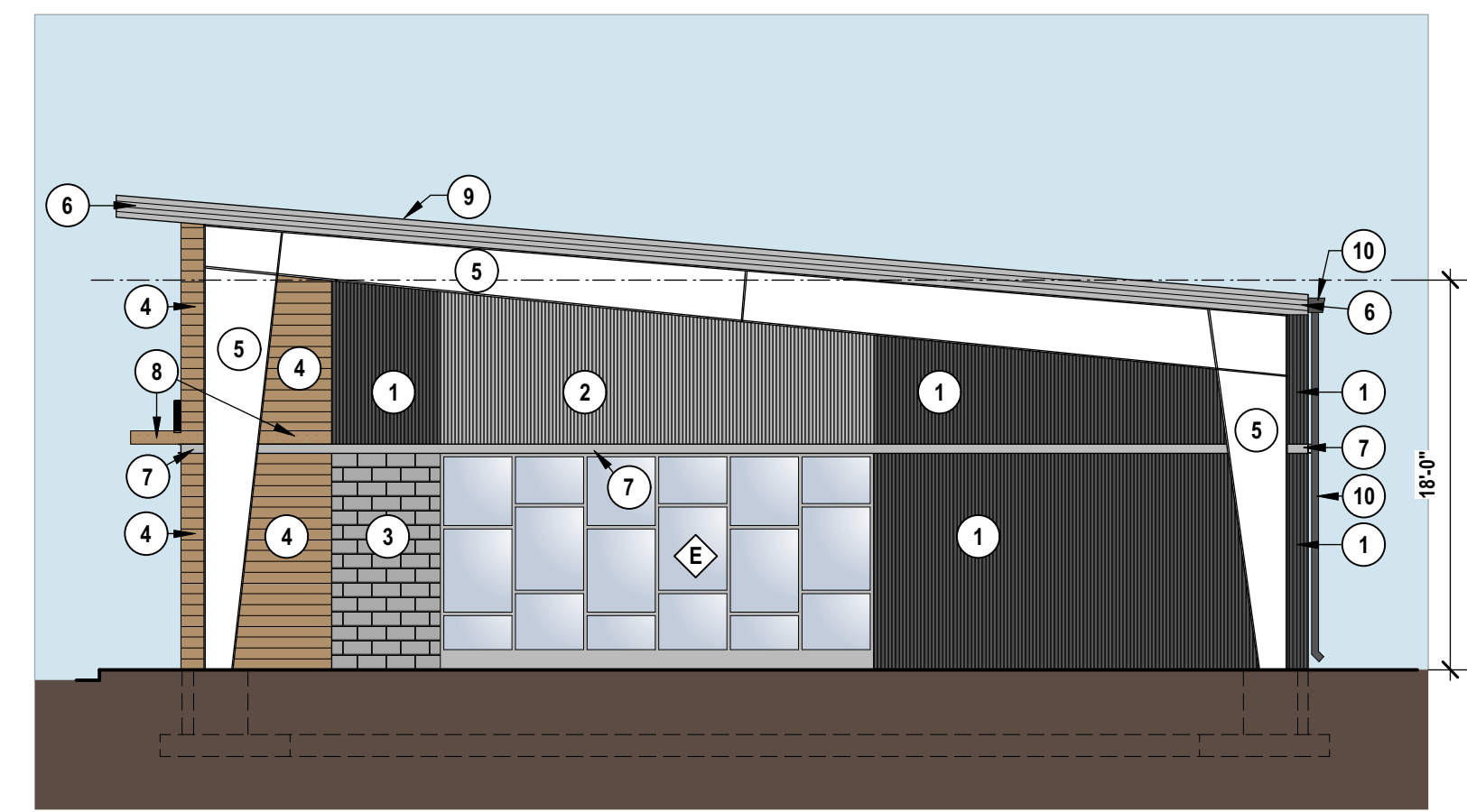
Date: 7/14/21



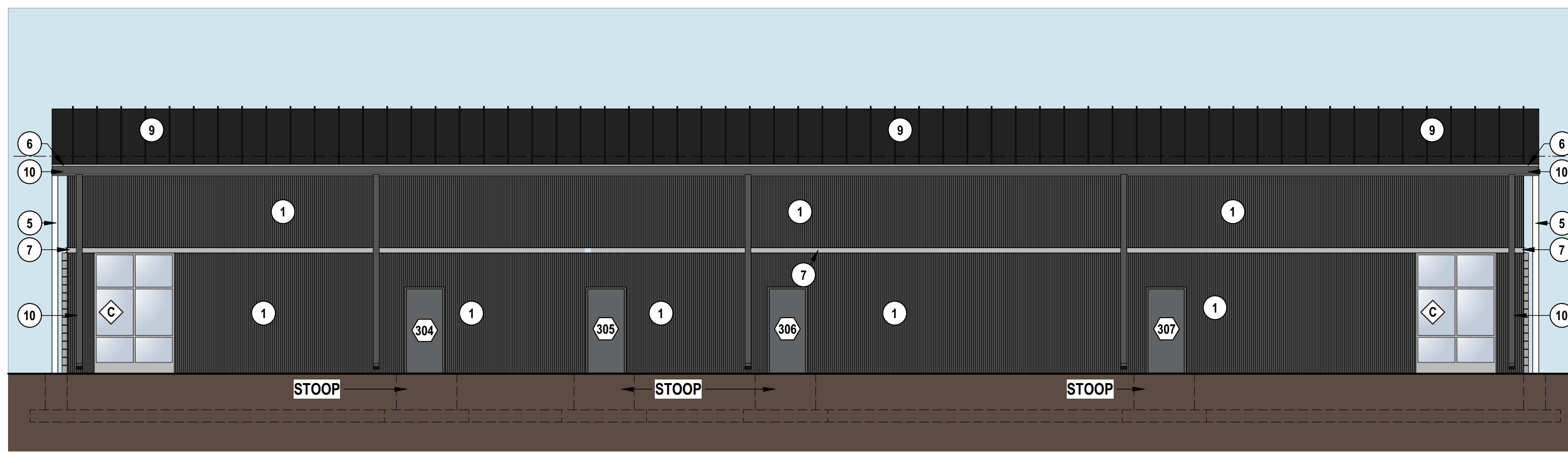
1 WEST ELEVATION
 Scale: 1/4" = 1'-0"



2 NORTH ELEVATION
 Scale: 1/8" = 1'-0"



3 SOUTH ELEVATION
 Scale: 1/8" = 1'-0"



4 EAST ELEVATION
 Scale: 1/8" = 1'-0"

WALL FINISH PERCENTAGES

MATERIALS	PERCENTAGES	
	FRONT	BUILDING
CORRUGATED METAL PANEL	43%	61%
ROCK FACED CMU	8%	6%
WOOD SHIPLAP SIDING	20%	11%
DOORS & WINDOWS	29%	22%

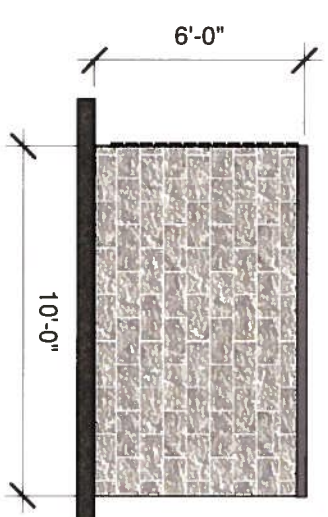
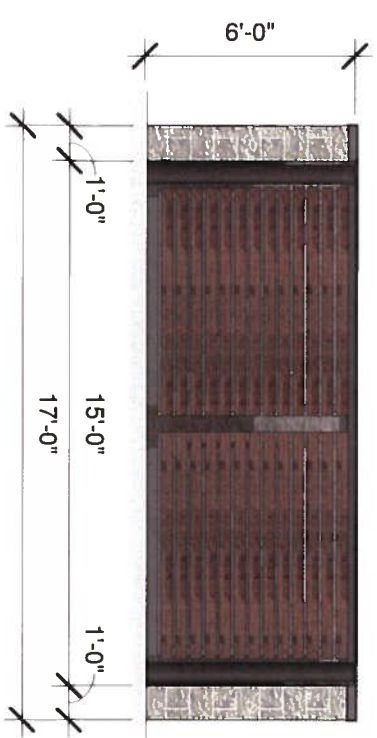
EXTERIOR FINISH GUIDE

NOTE: ALL EXTERIOR MATERIALS MUST HAVE A SAMPLE APPROVED BY THE ARCHITECT BEFORE MATERIALS ARE ORDERED

- ① 7/8" VERTICAL CORRUGATED METAL PANEL - CHARCOAL
- ② 7/8" VERTICAL CORRUGATED METAL PANEL - SILVER
- ③ ROCK FACED CEMENT MASONRY UNITS - GRAY COLOR
- ④ CUMARU WOOD SHIPLAP SIDING WITH NATURAL COLOR SEALER
- ⑤ GALVANIZED STEEL FRAME PAINTED BONE WHITE, 2 COATS OVER PRIMER, SEMI-GLOSS
- ⑥ STEEL SOFFIT AND FASCIA TRIM - SILVER
- ⑦ GALVANIZED STEEL CHANNEL PAINTED BONE WHITE, 2 COATS OVER PRIMER, SEMI-GLOSS
- ⑧ CUMARU WOOD 2 x 8 OUTLOOKERS WITH NATURAL COLOR SEALER
- ⑨ STANDING SEAM METAL ROOF - GALVALUME
- ⑩ 8 x 8 GUTTER & 4 x 6 DOWNSPOUTS - CHARCOAL

Trash Enclosure

Dahlstrom Real Estate, Inc.



8/22/2016



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 Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: January 30, 2023
SUBJECT: Main Street Reconstruction Project—1123-1125 Main St; 109 W. 12th St.

Council has already approved several acquisitions in connection with the Main Street Reconstruction Project. The acquisitions that are the subject of this Memorandum are at 1123-1125 Main Street and 109 W. 12th Street. These properties are at the northwest corner of the intersection of Main Street and 12th Street and are both owned by K3D, LLC.

The City is acquiring the east 50 feet as well as a portion of the west 40 feet of the Main Street property in fee. The structure currently located at 1123-1125 Main Street will be torn down to accommodate the roundabout at that intersection. The gravel parking that currently serves both the Main Street property and the W. 12th Street property will be replaced with paved parking in accordance with City ordinances. In addition, a temporary construction easement will be acquired over the west 40 feet of the Main Street property.

A temporary construction easement will also be acquired over a portion of the 12th Street property to accommodate construction in that area.

After the City acquires the fee interest in the Main Street property, the owner will request a change in the boundary of the 12th Street property to add to it the remaining uneconomical portion of the Main Street property that was not acquired by the City.

The current entrance to the Main Street property off 12th Street will be eliminated as part of the project. The new entrance to the expanded 12th Street property will be off the adjoining alley.

The Seller will be allowed to remove certain appliances, cabinets and window blinds from the Main Street structure prior to demolition.

Mayor and Council are directed to the attached purchase agreements for additional details.

Staff recommends approval of the purchase agreements as well as the forms of the Deed and Easement Agreements.

Please feel free to contact me with any questions.

**CITY OF CEDAR FALLS
AMENDED AND SUBSTITUTED OWNER PURCHASE AGREEMENT**

Property Address: 1123 & 1125 Main Street

**County Tax Parcel No: 891412391013
Project Name: Main St. Reconstruction**

Parcel Number: 197

Project Number: RC-000-3283

THIS AMENDED AND SUBSTITUTED OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2023, by and between K3D, LLC, (“Seller”), and the City of Cedar Falls, Iowa, (“Buyer”).

WHEREAS, the Buyer is undertaking a public improvement project that will involve the reconstruction of Main Street in Cedar Falls, Iowa, between 6th Street and University Avenue (the “Project”) which necessitates the acquisition of private property interests; and

WHEREAS, Seller and Buyer entered into that certain Owner Purchase Agreement dated September 6, 2022, which was approved by the Cedar Falls City Council via Resolution No. 22,914 on September 6, 2022 (“Prior Agreement”); and

WHEREAS, such Prior Agreement provided for the acquisition by the Buyer of a portion of Seller’s property for an agreed upon price; and

WHEREAS, subsequent to entering into the Prior Agreement, the parties have discovered that due to the configuration of the property to be acquired, the impact of the acquisition on a neighboring property also owned by the Seller, and zoning rules and regulations that impact future use of the properties, that it is in the best interest of the parties and the public that additional terms and conditions pertaining to the acquisition be imposed, and that the Prior Agreement be rescinded; and

WHEREAS, the parties have reached agreement on these matters and now wish to reduce their agreement to writing.

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 agree as follows:

- I. 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 Plat of Survey (Exhibit A)

together with all improvements of whatever type situated on the Premises. Such conveyance includes all of the Seller’s estate, rights, title and interest in the Premises.

The Premises is part of property legally described as follows: The East Ninety (90) feet in even width of Lot 34 in “Auditor’s Plat Number 15, Cedar Falls, Iowa,” except that part conveyed to the City of Cedar Falls, Iowa, in 636 CLD 164. This property is also known as 1123-1125 Main Street, Cedar Falls, Iowa. (“Main Street Lot”).

This acquisition is for public purposes through an exercise of the power of eminent domain.

2. Buyer also hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement. See Temporary Construction Easement Plat attached (Exhibit B). In consideration of

payment by Buyer of the fair market value of the entire Main Street Lot, even though not all of the Main Street Lot is being acquired, Seller agrees to convey said Temporary Construction Easement at no cost to Buyer. Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit C). 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.

- 3. The parties acknowledge that the acquisition of the Premises by Buyer leaves an uneconomical remnant of the Main Street Lot. Therefore, Buyer is paying the fair market value of the entire Main Street Lot as required by Iowa law.
- 4. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN:	ac. = acres	sq. ft. = square feet	
Land by Fee Title	<u>7,022</u>	sq. ft.	\$ \$396,000.00
Underlying Fee Title		sq. ft.	\$ _____
Temporary Easement	<u>2,682</u>	sq. ft.	\$ 0
Permanent Easement		sq. ft.	\$ _____
Buildings			\$ _____
Additional Damages (specify) _____			\$ _____
Total			\$ \$396,000.00

Payment shall be due on the closing date unless otherwise specified as follows: _____

- 5. Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit C. Seller also agrees to execute a Warranty Deed in the form attached hereto as Exhibit D.
- 6. Seller owns property adjacent to the Main Street Lot, which property is legally described as follows: Lot No. Thirty-four (34), except the East Ninety (90) feet in even width thereof, in "Auditor's Plat Number 15, Cedar Falls, Iowa." This property is also known as 109 West 12th Street, Cedar Falls, Iowa. ("12th Street Lot").

A single-unit residential dwelling is located on the 12th Street Lot. Said single-unit residential dwelling is currently a licensed single-unit residential rental. Parking for such single-unit residential rental is currently located on the Main Street Lot. In order to allow enough space to provide the required parking for said single-unit residential rental, to provide a paved entrance from the alley adjoining the 12th Street Lot to the parking area, and to comply with City of Cedar Falls requirements for paved parking, a paved parking area and driveway/entrance shall be constructed, or reconstructed as the case may be, by Seller at Seller's cost on the portion of the Main Street Lot that will not be acquired by Buyer as part of this transaction ("New Driveway/Parking Area"). Seller acknowledges and agrees that a portion of said New Driveway/Parking Area shall be located on the 12th Street Lot. Said New Driveway/Parking Area shall consist of four (4) parking stalls with each stall being 8 x 18 feet in size, in a configuration substantially as depicted in Exhibit E attached. Final location and dimensions of said New Driveway/Parking Area shall be approved by the Buyer. A land use permit shall be required for construction/reconstruction of the New Driveway/Parking Area but such permit shall be at no cost to Seller. Seller shall also at Seller's cost install landscaping improvements near the New Driveway/Parking Area as required by the Buyer, also substantially as depicted in Exhibit E attached. Such New Driveway/Parking Area and landscaping shall be completed by December 1, 2023. A pedestrian access from the single-unit residential rental to the New Driveway/Parking Area may be constructed by Seller at Seller's cost at any time as long as such construction does not interfere with work on the Project.

- 7. Seller also agrees to apply to the Black Hawk County Assessor to combine the portion of the Main Street Lot not acquired by the Buyer with the 12th Street Lot in order for the parking area described in Paragraph

6 above to be located on the same Lot as the single-unit residential rental dwelling currently located on the 12th Street Lot. Buyer agrees to support such application and cooperate in its approval. Said application shall be made within 90 days after the closing of this transaction.

8. Seller acknowledges and agrees that the current entrance/driveway to the Main Street Lot from West 12th Street as well as the current gravel parking area south of the location of the New Driveway/Parking Area shall be eliminated by the Buyer at Buyer's cost as part of the Project. The area of the eliminated entrance/driveway and gravel parking area south of the location of the New Driveway/Parking Area shall be seeded with grass by Buyer at Buyer's cost.
9. Seller shall be entitled to remove from the building located on the Main Street Lot, the following items, whether considered to be personal property or fixtures:
 - a. All appliances excluding air conditioning units, furnaces, and water heaters.
 - b. Cabinets, counter tops and kitchen sinks
 - c. Window blinds

Such removals shall be at Seller's cost and must be completed within 120 days of the closing date. If the removals are not completed by the deadline, the right of removal shall be forfeited without notice.

10. 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 19 below.
11. The parties acknowledge that the structure currently located on the Main Street Lot is a rental property, and that the parties previously entered into Vacancy Agreements attached as Exhibit F, which Vacancy Agreements were approved by the City Council of the City of Cedar Falls on September 6, 2022, via Resolution No. 22,913, whereby the Buyer agreed to compensate Seller for lost rentals in the amount of \$3,000 per month (\$1,500 for each Vacancy Agreement). Seller agrees that such Vacancy Agreements shall be deemed to be terminated as of the date of closing with no further action required by the parties.
12. Buyer agrees that during the demolition of the structure located on the Main Street Lot that the residents of and visitors to 109 West 12th Street may park on Buyer owned property located at 1203 Main Street.
13. 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.
14. The Prior Agreement is hereby rescinded and terminated in its entirety.
15. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
16. 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.
17. 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:

-
18. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same

may be withheld from the purchase price if not paid by the closing date.

- 19. 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.

K3D, LLC (SELLER):

By: Ryan J. Kriener Its: Managing Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the 26th day of January, 2023,
 by Ryan Kriener as managing member of K3D, LLC.

Jill Kraayenbrink
 Notary Public in and for the State of Iowa



July 29, 2025
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: _____
 Robert M Green, Mayor

ATTEST:

By: _____
 Jacqueline Danielsen, MMC
 City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

 Notary Public in and for the State of Iowa

 Commission Expires

Index Legend	
Location:	Lot 34, Auditor's Plat #15
Requestor:	City of Cedar Falls
Proprietor:	K3D, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

Item 16.

PLAT OF SURVEY

EXHIBIT 'A'

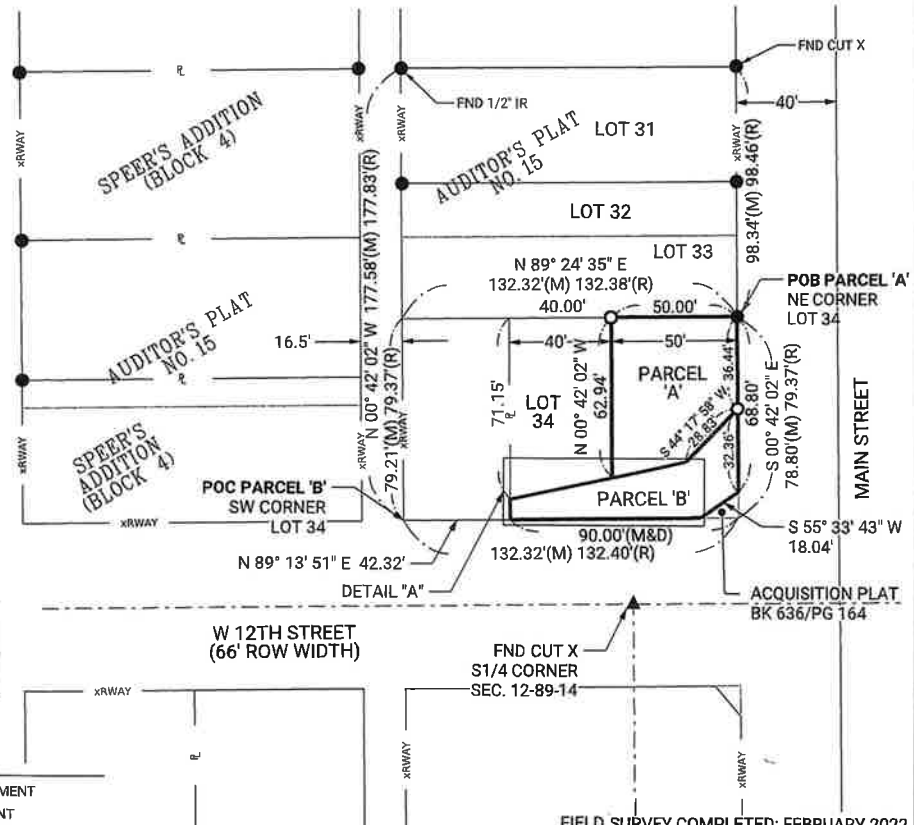
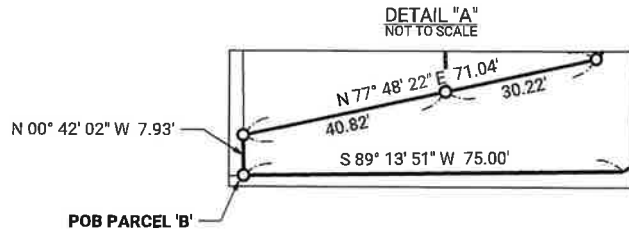
PARCEL 'A' & PARCEL 'B'
LOT 34, AUDITOR'S PLAT NO. 15
1125 MAIN STREET

PROPERTY OWNER:

K3D, LLC
P.O. BOX 128
CEDAR FALLS, IA 50613
FILE NO. 2013-00024972

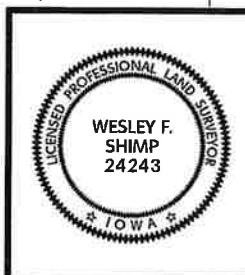


NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



SURVEYOR'S NOTES:
1. PARCEL 'B' TO BE ACQUIRED AS RIGHT-OF-WAY.

- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND 1" PIPE (UNLESS NOTED)
 - SET 1/2" ROD W/ORANGE CAP #24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - (D) DEEDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - XRWAY - RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - P - PROPERTY LINE



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.

Wesley Shimp 1/12/2023
DATE

WESLEY F. SHIMP, P.L.S.
License Number: 24243
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal:
2 of 2

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



PLAT OF SURVEY

EXHIBIT 'A'

PARCEL 'A' & PARCEL 'B'
LOT 34, AUDITOR'S PLAT NO. 15
1125 MAIN STREET

PROPERTY OWNER:

K3D, LLC
P.O. BOX 128
CEDAR FALLS, IA 50613
FILE NO. 2013-00024972

LEGAL DESCRIPTION PARCEL 'A':

A PARCEL OF LAND LOCATED IN LOT 34 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 34, THENCE SOUTH 00° 42' 02" EAST, 36.44 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 44° 17' 58" WEST, 28.83 FEET; THENCE SOUTH 77° 48' 22" EAST, 30.22 FEET; THENCE NORTH 00° 42' 02" WEST, 62.94 FEET TO THE NORTH LINE OF SAID LOT 34; THENCE NORTH 89° 24' 35" EAST, 50.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,725 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LEGAL DESCRIPTION PARCEL 'B':

A PARCEL OF LAND LOCATED IN LOT 34 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 34, THENCE NORTH 89° 13' 51" EAST, 42.32 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF W 12TH STREET TO A POINT ON THE WEST LINE OF THE EAST 90.00 FEET OF SAID LOT 34, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 00° 42' 02" WEST, 7.93 FEET ALONG SAID WEST LINE; THENCE NORTH 77° 48' 22" EAST, 71.04 FEET; THENCE NORTH 44° 17' 58" EAST, 28.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE SOUTH 00° 42' 02" EAST, 32.36 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 55° 33' 43" WEST, 18.04 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF W 12TH STREET; THENCE SOUTH 89° 13' 51" WEST, 75.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,623 SQUARE FEET OR 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



EXHIBIT B

Prepared by Wesley Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 197-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
1125 MAIN STREET
PARCEL 197

PROPERTY OWNER:

K3D, LLC
P.O. BOX 128
CEDAR FALLS, IA 50613
FILE NO. 2013-00024972

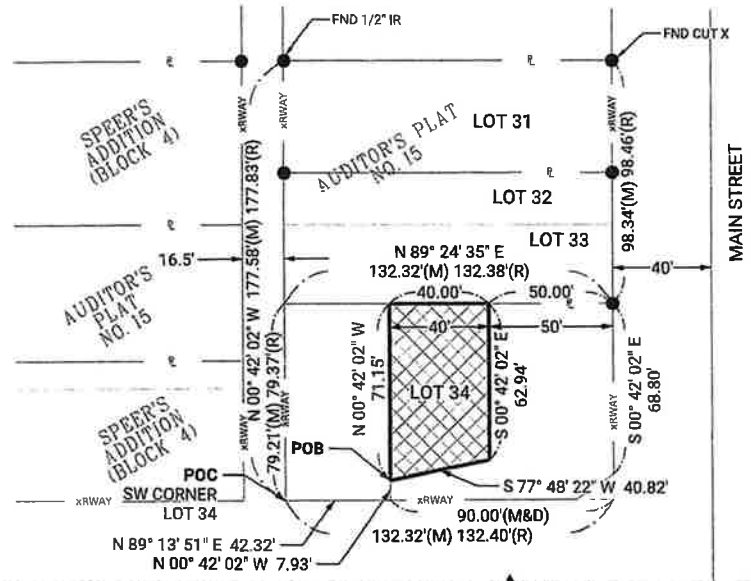
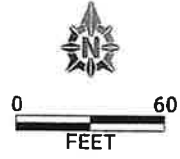
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 34 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 34, THENCE NORTH 89° 13' 51" EAST, 42.32 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF W 12TH STREET TO THE WEST LINE OF THE EAST 90.00 FEET OF SAID LOT 34; THENCE NORTH 00° 42' 02" WEST, 7.93 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 42' 02" WEST, 71.15 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SAID LOT 34; THENCE NORTH 89° 24' 35" EAST, 40.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00° 42' 02" EAST, 62.94 FEET; THENCE SOUTH 77° 48' 22" WEST, 40.82 FEET TO THE POINT OF BEGINNING.

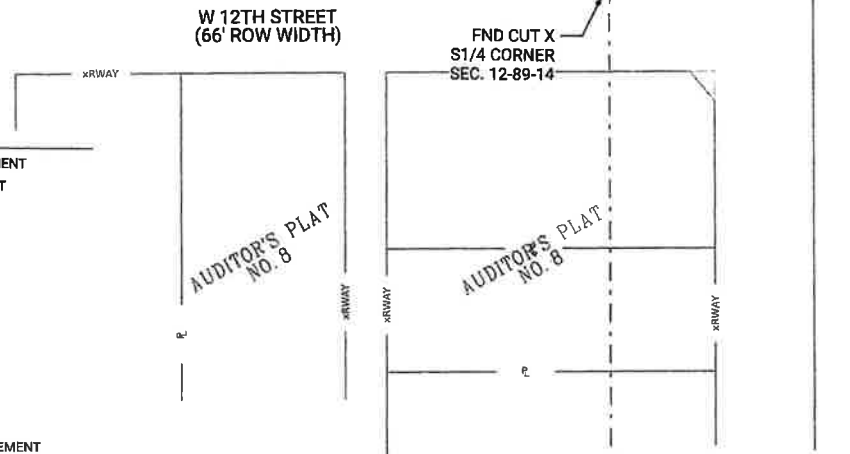
SAID TRACT CONTAINS 2,682 SQUARE FEET OR 0.06 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" RED ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY- RIGHT-OF-WAY LINE
- - - - - EXISTING LOT LINE
- ▬ PROPERTY LINE
- XXXXX TEMPORARY CONSTRUCTION EASEMENT



FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 1/5/2023



SHEET
1 OF 1

EXHIBIT C

Preparer Information: Kevin Rogers, City Attorney, 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 K3D, L.L.C. (“Grantor”), and the 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, and for any other 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 repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.
3. **No Obstructions.** Grantor hereby agrees not to create or permit any building or structure 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 conveyed herein.
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 herein, 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 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 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 as to: (i) avoid damaging the Easement Area (or any portion of the Grantor’s property), and (ii) not unreasonably interfere with the use of the Easement Area (or any 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 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 the 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 granted in favor of Grantee shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee, or by 12/31/2025, 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.

GRANTOR: K3D, L.L.C.
By: Ryan J Kriener
Name: Ryan J Kriener
Title: Managing Member

State of Iowa)
County of Black Hawk)

This record was acknowledged before me on the 26th day of January, 2023, by Ryan Kriener, as managing member of K3D, L.L.C..

Stamp 

Jill Kraayenbrink
Signature of notarial officer
[My commission expires: July 29, 2025]

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

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT D

**WARRANTY DEED
(CORPORATE GRANTOR)
Recorder's Cover Sheet**

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors: K3D, L.L.C.

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



**WARRANTY DEED
(CORPORATE GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, K3D, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Legal Description and Plat of Survey attached as Exhibit "A."

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The company hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 1/26/23

K3D, L.L.C.

By: Ryan J. Kuehn

Its: Managing Member

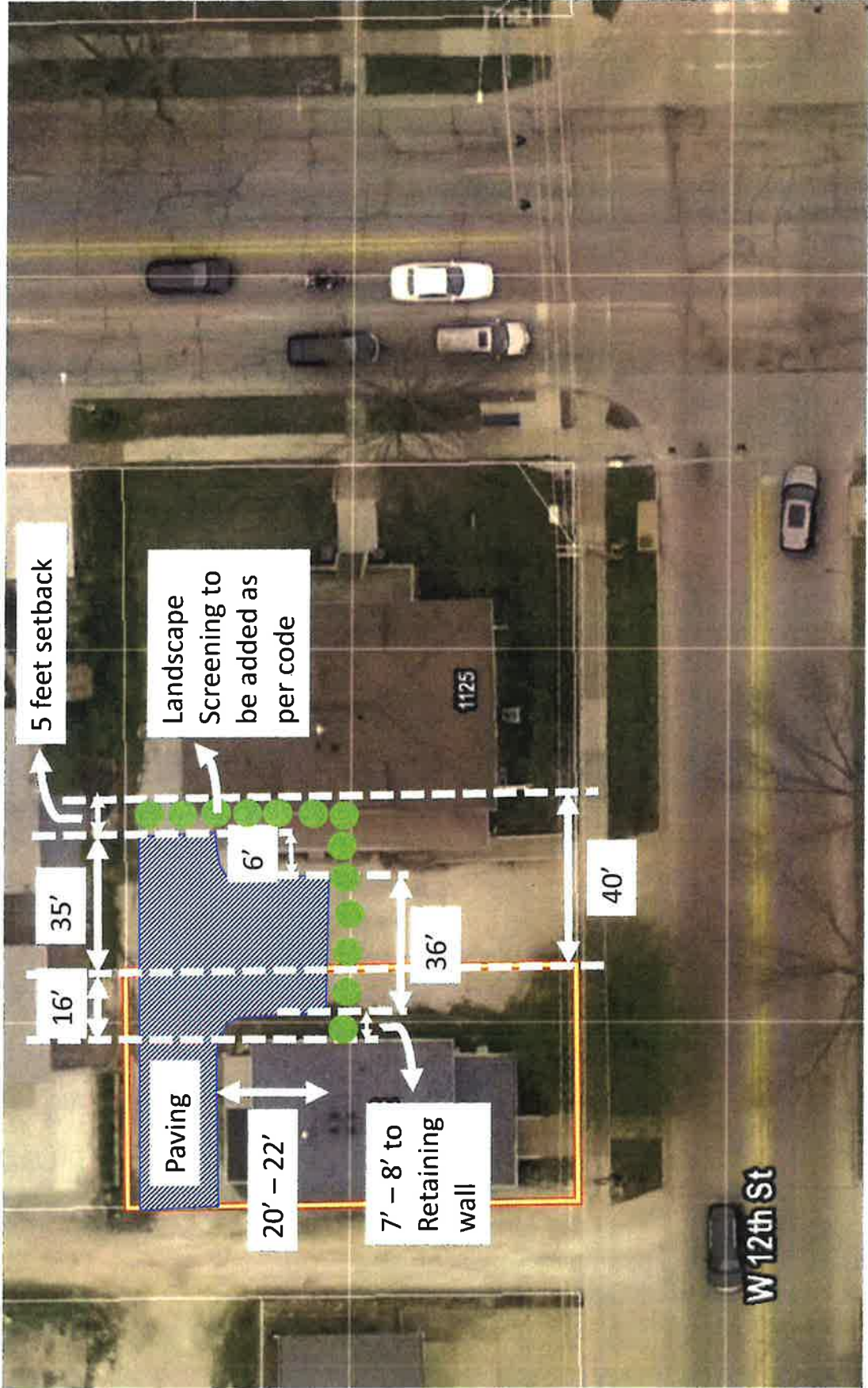
STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on January 26, 2023,
by Ryan Kuehn, as Managing member, of K3D,
L.L.C., an Iowa limited liability company.

Jill Kraayenbrink
Signature of Notary Public



EXHIBIT E



VACANCY AGREEMENT

County Black Hawk
Project Main Street Reconstruction
Parcel 197

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between K3D, LLC, hereinafter designated as the "Owner" and the City of Cedar Falls, hereinafter designated as the "Buyer."

The Owner agrees not to lease to any tenant the following described property situated on the above-referenced project, to wit:

1123 Main Street Cedar Falls, IA 50613

In consideration of the following terms, provisions, and conditions:

1. **TIME PERIOD:** The duration of this Agreement shall be from the 25th day of July, 20 22 until the date of possession, by contract or condemnation. It is understood no extensions will be given.
2. **CONSIDERATION:** The Buyer shall pay an amount equal to the rental in the amount of \$ 1,500.00 per month for said vacant premises. Said consideration shall be paid every month for said vacant premises, in arrears, during the above-referenced time period. It is understood that any partial month payment shall be paid on a pro-rata basis.
3. **TERMINATION:** This agreement will be terminated without further notice, on the date described in item 1.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the Buyer.

OWNER: K3D, LLC

BUYER: City of Cedar Falls

Ryan J. Krueger Managing Member

8-24-22 (319) 231-6585
Date Telephone

Date Telephone

VACANCY AGREEMENT

County Black Hawk
Project Main Street Reconstruction
Parcel 197

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between K3D, LLC, hereinafter designated as the "Owner" and the City of Cedar Falls, hereinafter designated as the "Buyer."

The Owner agrees not to lease to any tenant the following described property situated on the above-referenced project, to wit:

1125 Main Street Cedar Falls, IA 50613

In consideration of the following terms, provisions, and conditions:

1. **TIME PERIOD:** The duration of this Agreement shall be from the 25th day of June, 2022 until the date of possession, by contract or condemnation. It is understood no extensions will be given.
2. **CONSIDERATION:** The Buyer shall pay an amount equal to the rental in the amount of \$ 1,500.00 per month for said vacant premises. Said consideration shall be paid every month for said vacant premises, in arrears, during the above-referenced time period. It is understood that any partial month payment shall be paid on a pro-rata basis.
3. **TERMINATION:** This agreement will be terminated without further notice, on the date described in item 1.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the Buyer.

OWNER: K3D, LLC

BUYER: City of Cedar Falls

Ryan J. Bruener Managing Member

8-24-22 (319) 231-6585
Date Telephone

Date Telephone

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

**Property Address: 109 West 12th Street
Parcel Number: 198
Project Number: RC-000-3283**

**County Tax Parcel No: 891412391008
Project Name: Main St. Reconstruction**

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 2023, by and between K3D, LLC, (“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 Plat 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	
Land by Fee Title	_____	sq. ft.	\$
Underlying Fee Title	_____	sq. ft.	\$
Temporary Easement	596	sq. ft.	\$ 790.00
Permanent Easement	_____	sq. ft.	\$
Buildings			\$
Additional Damages: Cost to replace parking pad			\$ 7450.00
Total			\$ 8240.00

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. The parties acknowledge that due to the configuration of the public improvement project near the Premises that the porch entrance to the single unit residential dwelling located on Seller’s property may need to be altered. If such alteration is necessary, it shall be constructed by Buyer at Buyer’s cost as part of the public improvement project. The parties shall cooperate in the timing and location of any walkway Seller wishes to construct that will connect with the new public sidewalk.
- 5. Seller agrees that the amount paid to replace the parking pad as part of this Agreement as set forth in Paragraph 2 above is conditioned on compliance by Seller with the terms of the Amended and Substituted Owner Purchase Agreement related to adjacent property owned by Seller, which Amended and Substituted Owner Purchase Agreement is being entered into by the parties contemporaneously herewith.
- 6. 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 10 below.

- 7. 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.
- 8. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 9. 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.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: K3D, LLC

By: Ryan J. Bruner

Its: Managing Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the 26th day of January, 2023, by Ryan Bruner as Managing member of K3D, LLC.

Jill Kraayenbrink
Signature of notarial officer

July 29, 2025
Commission Expires



BUYER: CITY OF CEDAR FALLS, IOWA

By: _____
Robert M Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Signature of notarial officer

Commission Expires

EXHIBIT A

Prepared by Wes Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 198-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR FALLS
MAIN STREET RECONSTRUCTION
109 W 12TH STREET
PARCEL 198

PROPERTY OWNER:

K3D, LLC
P.O. BOX 128
CEDAR FALLS, IA 50613
FILE NO. 2013-00024972

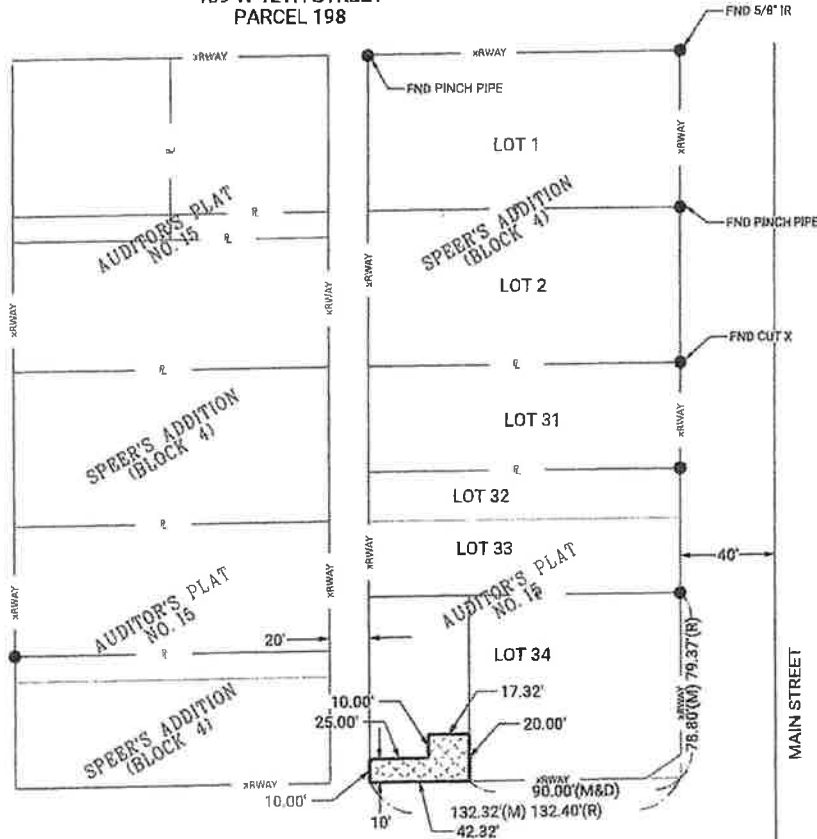
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 34 OF AUDITOR'S PLAT NO. 15, AN OFFICIAL PLAT, AS RECORDED IN BOOK E, PAGE 145 OF THE BLACK HAWK COUNTY RECORDER'S OFFICE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

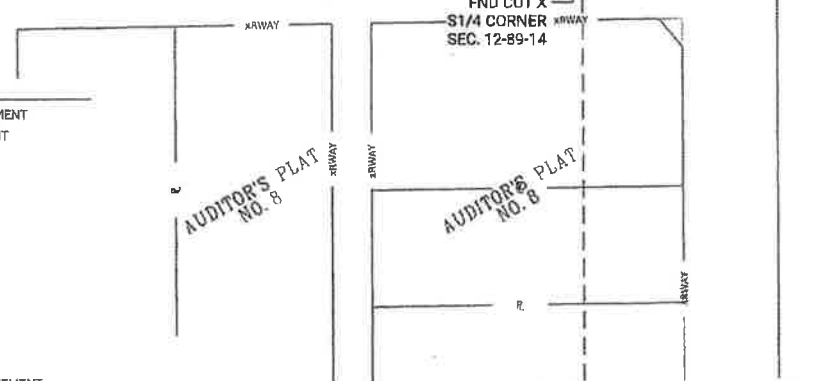
THE SOUTH 10.00 FEET OF THE WEST 25.00 FEET AND THE SOUTH 20.00 FEET OF LOT 34, EXCEPT THE EAST 90.00 FEET AND THE WEST 25.00 FEET THEREOF, AUDITOR'S PLAT NO. 15, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

SAID TRACT CONTAINS 596 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.



W 12TH STREET
(66' ROW WIDTH)



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1" PIPE (UNLESS NOTED)
- SET 1/2" REBAR W/ORANGE CAP #24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: FEBRUARY 2022

SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600



Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
• Phone: 319-365-9565 •

SHEET
1 OF 1

FOTH PROJECT NO. 21C017-02 DATE: 5/27/2022

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 K3D, LLC, a company organized and existing under the laws of Iowa ("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 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 Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, 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.

Grantor:

K3D, LLC

X Ryan Buever 10-18-22
Date

X _____
Date

By: Ryan J Kriener

By: _____

Title: Managing Member

Title: _____

State of Iowa)



County of Black Hawk)

This record was acknowledged before me on the 10th day of October, 2022, by Ryan Kriener, as Managing Member of K3D, LLC.

[Signature]
Signature of notarial officer

Stamp

[Iowa Notary]
Title of Office

[My commission expires: 5/30/2025]

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

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: February 6, 2023

SUBJECT: Main Street Reconstruction (6th St. to University)
 City Project Number: RC-000-3283
 Warranty Deed

The City of Cedar Falls is planning to reconstruct Main Street from 6th Street to University Avenue from a 4-lane roadway to a 3-lane roadway. Included in the project will be the intersections at Seerley Boulevard, 18th Street, 12th Street, and potentially 6th Street which will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, storm sewer, sidewalks, and other miscellaneous roadway items. The project required partial acquisition for new city ROW from nine (9) properties. In addition, two (2) total take acquisitions were required to accommodate the new roundabout at the 12th/Main intersection. The City has closed on the following acquisition:

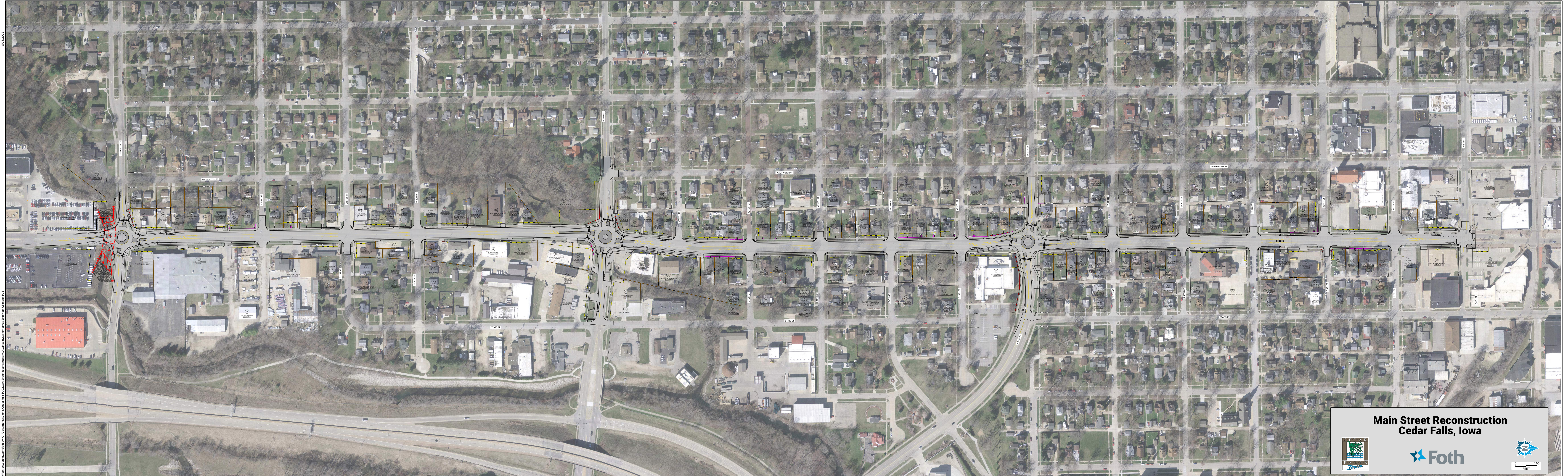
Parcel #	Owner	Address/Parcel ID	Acquisition Type
130	DEV Properties, LLC	720 Main Street	Partial

Attached is a strip map of the entire project where these properties can be identified by parcel number.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the warranty deed for this property acquisition.

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

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



5/23/2022
 www.fhwa.dot.gov/infocenters/cadd/Document/Cedar_Falls_IA_CivilMain_Street_Reconstruction/CADD/Display/Information/SheetMap_Ultimate_PDF

**Main Street Reconstruction
Cedar Falls, Iowa**





**WARRANTY DEED
(CORPORATE GRANTOR)
Recorder's Cover Sheet**

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors: DEV Properties, L.L.C.

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



**WARRANTY DEED
(CORPORATE GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, DEV Properties, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Legal Description and Acquisition Plat attached.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

This deed is exempt according to Iowa Code 428A.2(21).

The company hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

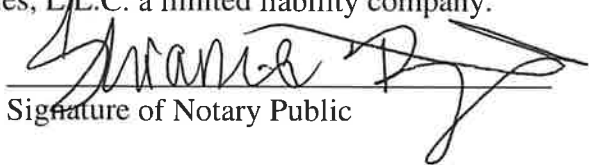
Dated: 1/17/23

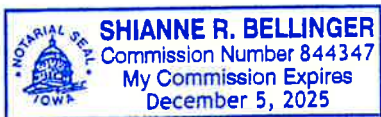
DEV Properties, L.L.C., an Iowa limited liability company

By 
Eashaan Vajpeyi, Manager

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on January 17th, 2023
by Eashaan Vajpeyi, as Manager, of DEV Properties, L.L.C. a limited liability company.


Signature of Notary Public



Legal Description

Item 17.

A PARCEL OF LAND LOCATED LOT 7
BLOCK 5 OF GARRISON & DEAN'S
ADDITION, AN OFFICIAL PLAT, CITY OF
CEDAR FALLS, BLACK HAWK COUNTY,
IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

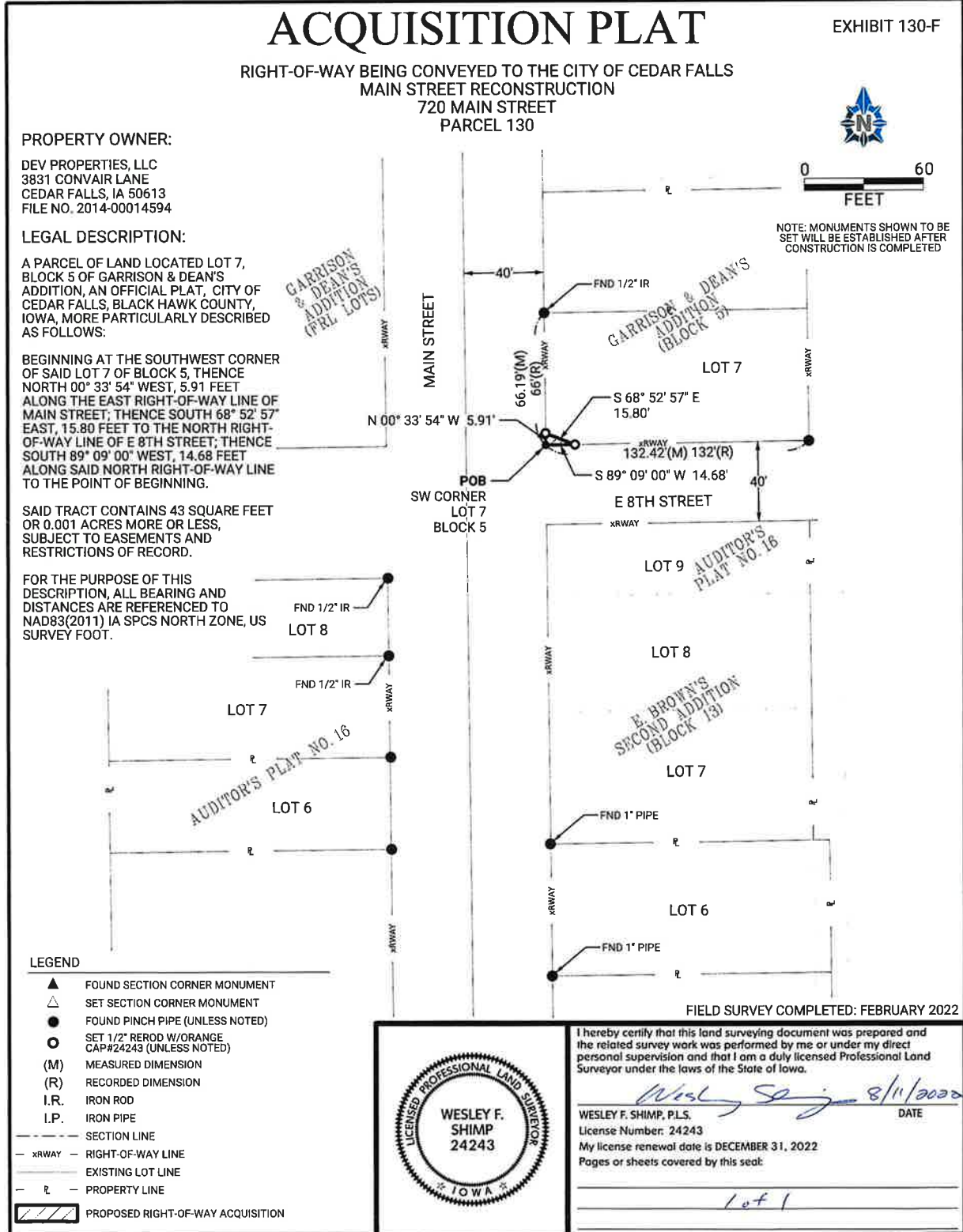
BEGINNING AT THE SOUTHWEST CORNER
OF SAID LOT 7 OF BLOCK 5, THENCE
NORTH $00^{\circ} 33' 5''$ WEST, 5.91 FEET
ALONG THE EAST RIGHT-OF-WAY LINE OF
MAIN STREET; THENCE SOUTH $68^{\circ} 52' 57''$

EAST, 15.80 FEET TO THE NORTH RIGHT-
OF-WAY LINE OF E 8TH STREET; THENCE
SOUTH $89^{\circ} 09' 00''$ WEST, 14.68 FEET
ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION,
ALL BEARING AND DISTANCES ARE REFERENCED
TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

Index Legend	
Location:	Lot 7, Block 5, Garrison & Dean Addition
Requestor:	City of Cedar Falls
Proprietor:	DEV Properties, LLC
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

Item 17.



SURVEY FOR:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613
PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 8/11/2022

Foth
Foth Infrastructure & Environment, LLC
411 6th Avenue SE, Suite 400 • Cedar Rapids, IA 52401-1931
Phone: 319-365-9565

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February, 6, 2023

SUBJECT: Fiber Optic License Agreement
Aureon Network Services
The Quarters

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services 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 Aureon Network Services across W. 27th Street near the Greenhill Road intersection.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. 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 Aureon Network Services, whose address is 7760 Office Plaza Dr. S, West Des Moines, IA 50266, (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 a proposed handhole located in the north right-of-way of W 27th Street at a point being three hundred seventy-eight (378') feet easterly of the centerline of Greenhill Rd and thirty-seven (37') feet northerly of the W 27th Street centerline and extending southerly undercrossing W 27th Street approximately eighty-three (83') feet to the northerly property line of 2124 West 27th Street in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (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 eighty-three (83') 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) two (2") inch High Density Polyethylene ("HDPE") with ninety-six (96) 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 7th day of February, 2023, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$161.51 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of 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 fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$16.15 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in

Sections 4 or 21 of this Agreement. Licensee agrees that the annual license 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 license fee shall be payable annually no later than October 1st of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license 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 one (1) year 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. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

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.

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 Public Works 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 Public Works 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:	Aureon Network Services Attn: Matthew Weiser 7760 Office Plaza Dr. S West Des Moines, Iowa 50266
-----------------	---

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 26 day of January, 2023.

AUREON NETWORK SERVICES

CITY OF CEDAR FALLS, IOWA

By [Signature]

By _____
Robert M. Green, Mayor

LICENSEE

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF Iowa)
)
COUNTY OF Polk)

This instrument was acknowledged before me on January 6, 2023,
by Scott Behn, the CEO of _____
Aureon

[Signature]
Notary Public in and for said State

My Commission Expires:
June 2, 2025



STATE OF IOWA)
)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2023,
by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the
City of Cedar Falls, Iowa, an Iowa municipality.

Notary Public in and for said State

My Commission Expires:

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR AUREON FIBER OPTIC CABLE INSTALLATION IN CEDAR FALLS**

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with 96 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 north & south right-of-way of W 27TH Street and more particularly described as follows:

1. The facility shall begin at a proposed handhole located in the north right-of-way of W 27th Street at a point being three hundred seventy-eight (378') feet easterly of the centerline of Greenhill Rd and thirty-seven (37') feet northerly of the W 27th Street centerline at station 103+78 also being station 1+00 of the facility alignment as shown on sheet "2 of 4", Project No. 2210.714, Exhibit B, a copy of which is attached to this Exhibit A.
2. Thence southerly ten (10') feet to the north edge of W 27th Street @ 60" min. depth to station 103+78 & twenty-six (26') feet Lt of W 27th Street centerline as shown on sheet "2 of 4" of said Exhibit B.
3. Thence southerly from the north edge of W 27th Street ten (10') feet to station 103+78 & sixteen (16') north of W 27th Street centerline and underpass the existing east-west water main by twenty-four (24") inch minimum as shown on sheet "2 of 4" of said Exhibit B.
4. Thence continue south undercrossing W 27th Street @ a 60" min. depth to the southerly right-of-way of W 27th Street and being station 103+78 forty-six and a half (46.5') feet Rt of the W 27th Street centerline alignment and out of City of Cedar Falls right-of way. Proposed fiber continues south on private property as shown on sheet "2 of 4" of said Exhibit B.

EXHIBIT B

AUREON NETWORK SERVICES

CEDAR FALLS, IOWA

NOTES

- CONTACT THE CITY OF CEDAR FALLS DEPARTMENT OF PUBLIC WORKS AT 319-273-8629 AT FORTY-EIGHT (48HRS) HOURS PRIOR TO STARTING CONSTRUCTION.
 - THE WORK CONTRACTOR SHALL NOT ALLOW ANY ENTITIES' VEHICLES THAT ARE, IN ANY WAY, ON SITE BECAUSE OF THE PROJECT WORK, TO BE DRIVEN ON ANY RECREATIONAL TRAIL SECTIONS. ANY AND ALL DAMAGED SECTION(S) SHALL BE REPLACED BY THE CONTRACTOR, TO THE SATISFACTION OF THE CITY ENGINEER, AT NO COST TO THE CITY.
- THE CONTRACTOR SHALL NOT PLACE ANY HANDHOLES IN ANY EXISTING OR PLANNED FUTURE SIDEWALK, HANDICAPPED RAMP OR RECREATIONAL TRAIL..
- THE CONTRACTOR SHALL BORE UNDER ALL EXISTING OR PLANNED FUTURE STREETS, ROADS, DRIVEWAYS, SIDEWALKS AND RECREATIONAL TRAILS, AS PER OTHER NOTES, VARIOUS EXISTING AND PLANNED FUTURE UTILITY INFRASTRUCTURES.
- CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION, THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL AND ACCEPTABLE.
- THE MINIMUM UNDERCROSSING CLEARANCE AT ALL STORM SEWERS AND STORM SEWER CULVERTS SHALL BE TWENTY-FOUR (24") INCHES. THE MINIMUM UNDERCROSSING CLEARANCE UNDER WATERWAYS SHALL BE THIRTY-SIX (36") INCHES.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE FOOT (1') OF HORIZONTAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. THE FIBER OPTIC CABLE SHALL ALWAYS BE PLACED BELOW (UNDERPASS) AN EXISTING STORM SEWER OR POSSIBLE FUTURE STORM SEWER BOTTOM OF PIPE ELEVATION BY A MINIMUM CLEARANCE OF 2'
- THE CONTRACTOR SHALL MAINTAIN AT LEAST FOUR FEET (4') OF HORIZONTAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE AN EXISTING SANITARY SEWER OR POSSIBLE FUTURE SANITARY SEWER IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE SANITARY SEWER BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST THREE FEET (3') OF HORIZONTAL CLEARANCE AND TWO FEET (2') VERTICAL CLEARANCE FROM WATER MAINS WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE A WATER MAIN OR SERVICE IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE WATER MAIN OR SERVICE BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
- DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
- IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST 48 (FORTY-EIGHT) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTORS MUST CAREFULLY HAND DIG WITHIN THE 24" SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.
- THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND PROPER MATERIAL HANDLING DURING THE CONSTRUCTION, INSTALLATION, AND RESTORATIONS ON THIS PROJECT.
- WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT, A MARKER TAPE SHALL ALSO BE PLACED 18" BELOW EXISTING SURFACE, DIRECTLY ABOVE THE CABLE OR DUCT BEING PLACED.
- NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED AT ANY TIME OR LEFT OPEN OVERNIGHT.
- THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
 - THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
 - DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
 - IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, THE CITY MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).
- FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON THIS PLAN VIEW SHEET. ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24") BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND /OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN VIEW SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH ANY MINIMUM BURY DEPTH WHETHER IT BE 42" IN GRASSED AREAS, 48" UNDERCROSSING DRIVEWAYS OR 60" UNDERCROSSING STREETS, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITIES BY A MINIMUM CLEARANCE OF 2'.
- PLAN SET / DESIGN DEVELOPMENT BY: CIVIL DESIGN ADVANTAGE-WAYNE HOUSER 515-369-4400
- THE CONTACTS FOR THE CITY OF CEDAR FALLS ENGINEERING DIVISION ARE MATTHEW TOLAN AND DAVE WICKE AT 319-268-5161.
- BACKFILL COMPACTION FOR ALL AREAS EXCAVATED SHALL BE AS PER THE CURRENT IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CURRENT CITY OF CEDAR FALLS, IOWA SUPPLEMENTAL SPECIFICATIONS AS FOLLOWS: USE NO MORE THAN EIGHT (8") INCH THICK LIFTS FOR BACKFILL AREAS MORE THAN THREE (3') FEET BELOW THE BOTTOM OF PAVEMENT. USE NO MORE THAN SIX (6") INCH THICK LIFTS FOR BACKFILL AREAS LESS THAN OR EQUAL TO THREE (3') FEET BELOW THE BOTTOM OF PAVEMENT. COMPACTION TO AT LEAST 95% OF STANDARD PROCTOR DENSITY WITHIN RIGHT-OF-WAY. OBTAIN REQUIRED COMPACTION WITHIN A SOIL MOISTURE RANGE OF OPTIMUM TO 4% ABOVE OPTIMUM MOISTURE CONTENT. IN AREAS TO REMAIN UNPAVED, TERMINATE BACKFILL MATERIAL EIGHT (8") INCHES BELOW FINISHED GRADE. USE TOPSOIL FOR THE FINAL EIGHT (8") INCHES ABOVE BACKFILL MATERIAL.

UTILITY PROVIDERS - IOWA ONE CALL DESIGN TICKET #552206852:

MEDIACOM
 CONTACT NAME : BRIAN KADNER
 CONTACT PHONE: 8455449656
 CONTACT EMAIL: BKADNER@MEDIACOMCC.COM

CEDAR FALLS UTILITIES
 CONTACT NAME : JERALD LUKENSMEYER
 CONTACT PHONE: 3192685330
 CONTACT EMAIL: JERALD.LUKENSMEYER@CFUNET.NET

CITY OF CEDAR FALLS
 CONTACT NAME : TYLER GRIFFIN
 CONTACT PHONE: 3192738600
 CONTACT EMAIL: TYLER.GRIFFIN@CEDARFALLS.COM

CENTURYLINK
 CONTACT NAME : SADIE HULL
 CONTACT PHONE: 9185470147
 CONTACT EMAIL: SADIE.HULL@LUMEN.COM

AUREON NETWORK SERVICES
 CONTACT NAME : JEFF KLOCKO
 CONTACT PHONE: 5158300445
 CONTACT EMAIL: JEFF.KLOCKO@AUREON.COM

APPROVAL TO CONSTRUCT

No. 2210.714
 Dated 1/30/2023
 CITY OF CEDAR FALLS
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 By Matthew Tolan

UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

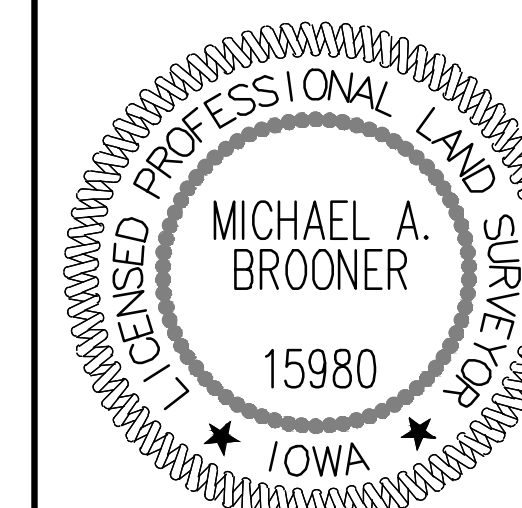
PROPOSED:

2" ORANGE CONDUIT = 96' (REFLECTS ESTIMATED VERTICAL AND/ OR CURVED ALIGNMENT SECTION LENGTHS).
 HANDHOLES = 1

LENGTH OF UTILITY, IN CEDAR FALLS CITY RIGHT OF WAY	ENDING STA AND OFFSET	BEGINNING STA AND OFFSET	DISTANCE L.F.
BEGINNING @ PROPOSED AUREON HH & BORE PIT IN THE NORTH RIGHT-OF-WAY OF W 27TH STREET, THEN BORE SOUTH TO THE SOUTH RIGHT-OF WAY OF W 27TH STREET .	103+78 46.5' RT (W 27TH ST. ALIGN)	103+78 36' LT- BP (W 27TH ST. ALIGN)	83.5
TOTAL L.F. OF 2" ORANGE CONDUIT IN CITY OF CEDAR FALLS RIGHT-OF-WAY			83.5 L.F.

LEGEND

TELEPHONE PEDESTAL	⊕	SIGN	— W —	WATERMAIN	— W —	STORM SEWER INTAKE	— W —
WATER VALVE	⊕	POWER POLE	— ST —	STORM SEWER	— ST —	UNDERGROUND CONDUIT	— ST —
FIRE HYDRANT	⊕	TELEVISION PEDESTAL	— S —	SANITARY SEWER	— S —	HANDHOLE	— S —
TELEPHONE LINE	— T —	SANITARY SEWER MANHOLE	— G —	GAS LINE	— G —	FIBER OPTIC VAULT	— G —
CABLE TELEVISION LINE	— TV —	STORM SEWER MANHOLE	— E —	ELECTRIC LINE	— E —	FIBER OPTIC MANHOLE	— E —
FIBER OPTICS LINE	— OF —	ROUND STORM SEWER INTAKE	— OE —	OVERHEAD ELECTRIC LINE	— OE —		



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.

 MICHAEL A. BROONER, P.L.S. 1-25-2023
 DATE

LICENSE NUMBER 15980
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
 PAGES OR SHEETS COVERED BY THIS SEAL:
 SHEETS 1 - 4

FILE: H:\2022\2210714\AUREON-CEDAR FALLS\DWG\2210714-01.dwg
 PLOT: 1/25/2023 1:33 PM
 PLOT BY: WAYNE HOUSER

Item 18

DATE: 01/25/2023
 REVISIONS: 11/09/2022
 SECOND SUBMITTAL
 FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

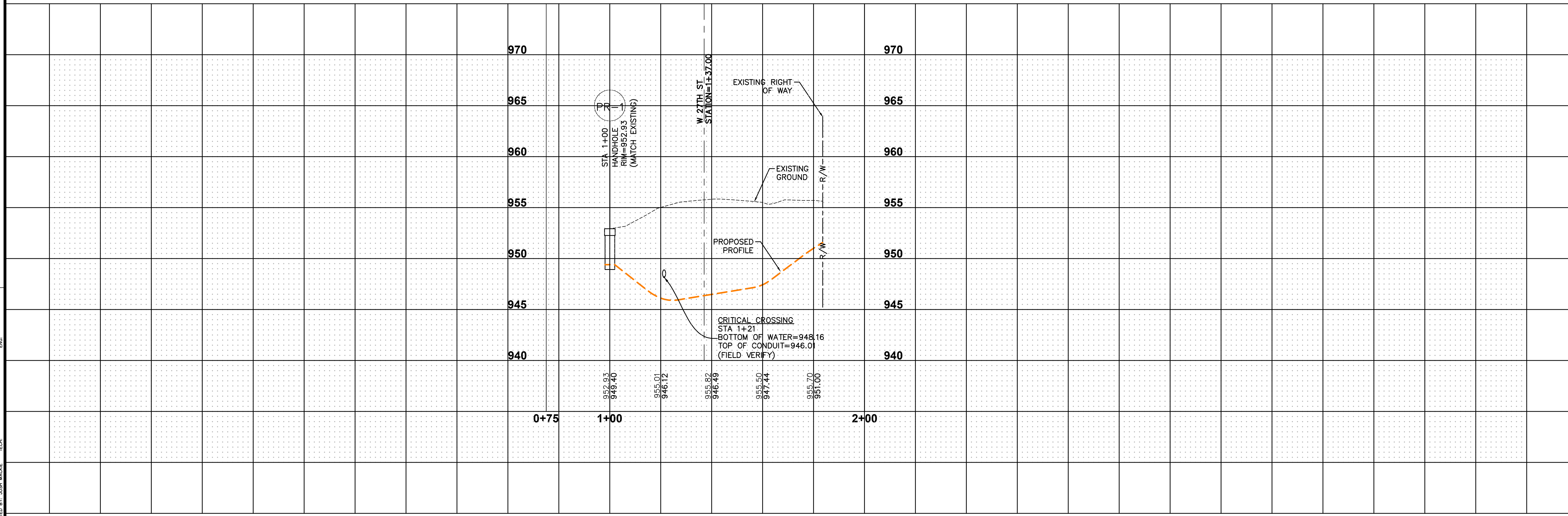
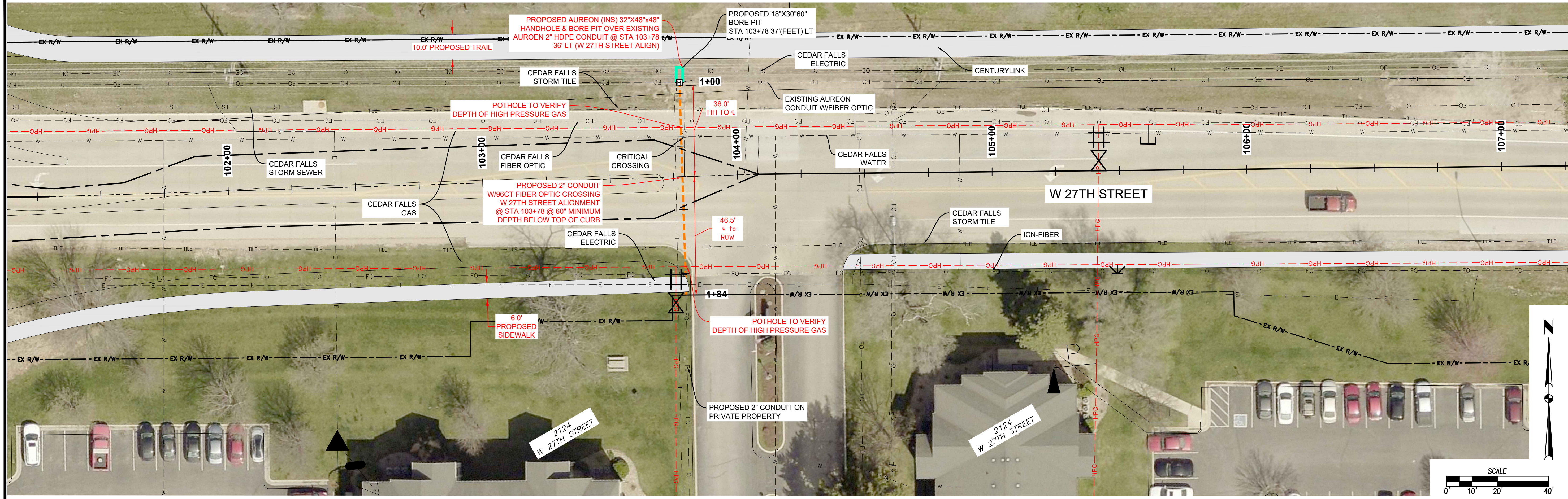
AUREON
 CIVIL DESIGN ADVANTAGE

AUREON - CEDAR FALLS
 CEDAR FALLS, IOWA

DATE: 11/8/2022
 SHEET NUMBER: 1/4
 2210.714

199

EXHIBIT B

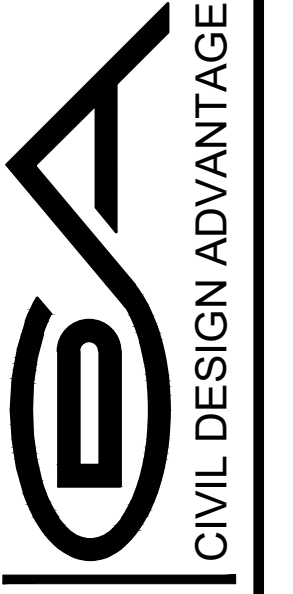


FILE: H:\2022\2210714\DWG\2210714-AUREON-CD-CEDAR FALLS.DWG
 COMMENT: EXHIBIT B
 PLOTTED BY: GSA MACKIE
 DATE: 1/25/2023 11:00 AM

DATE	01/25/2023
REVISIONS	
SECOND SUBMITTAL	
FIRST SUBMITTAL	11/8/2022

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

AUREON



CEDAR FALLS, IOWA

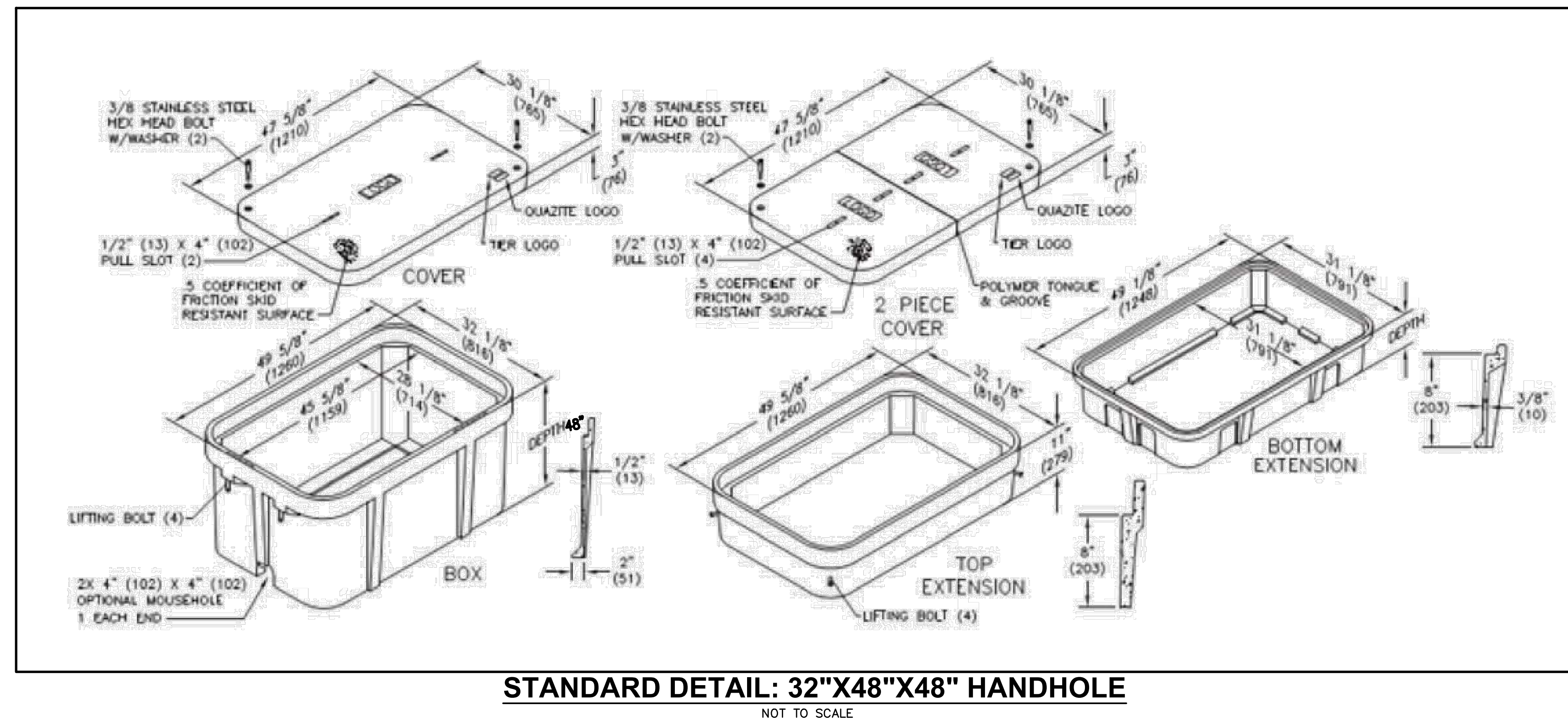
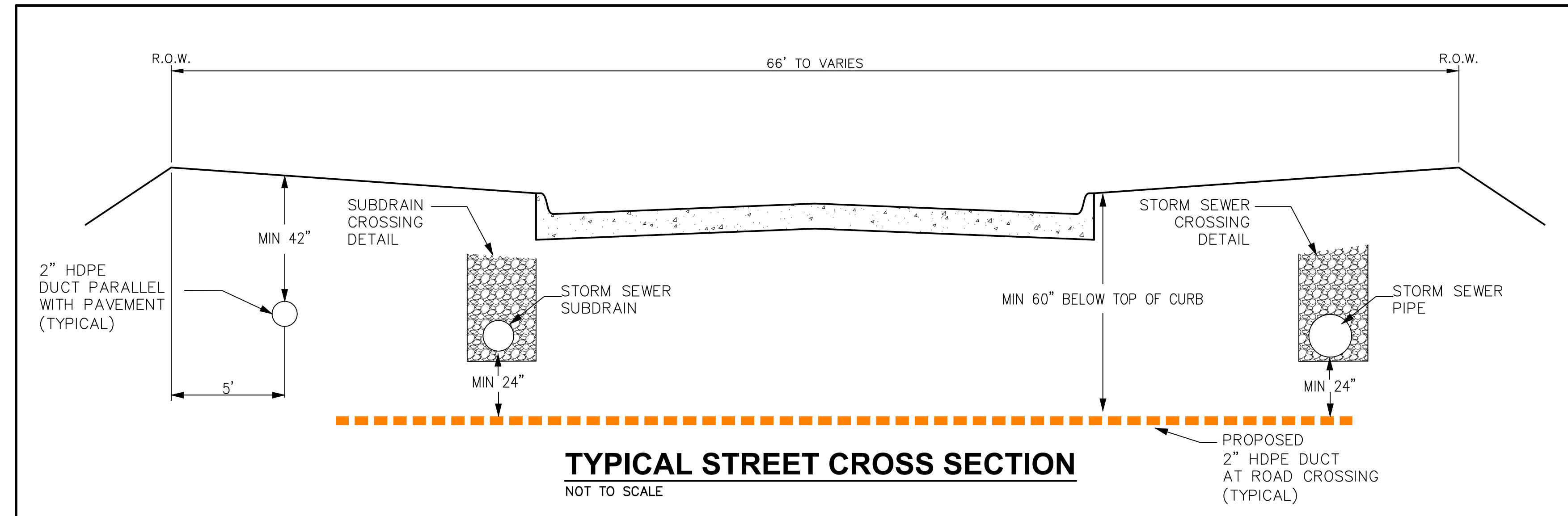
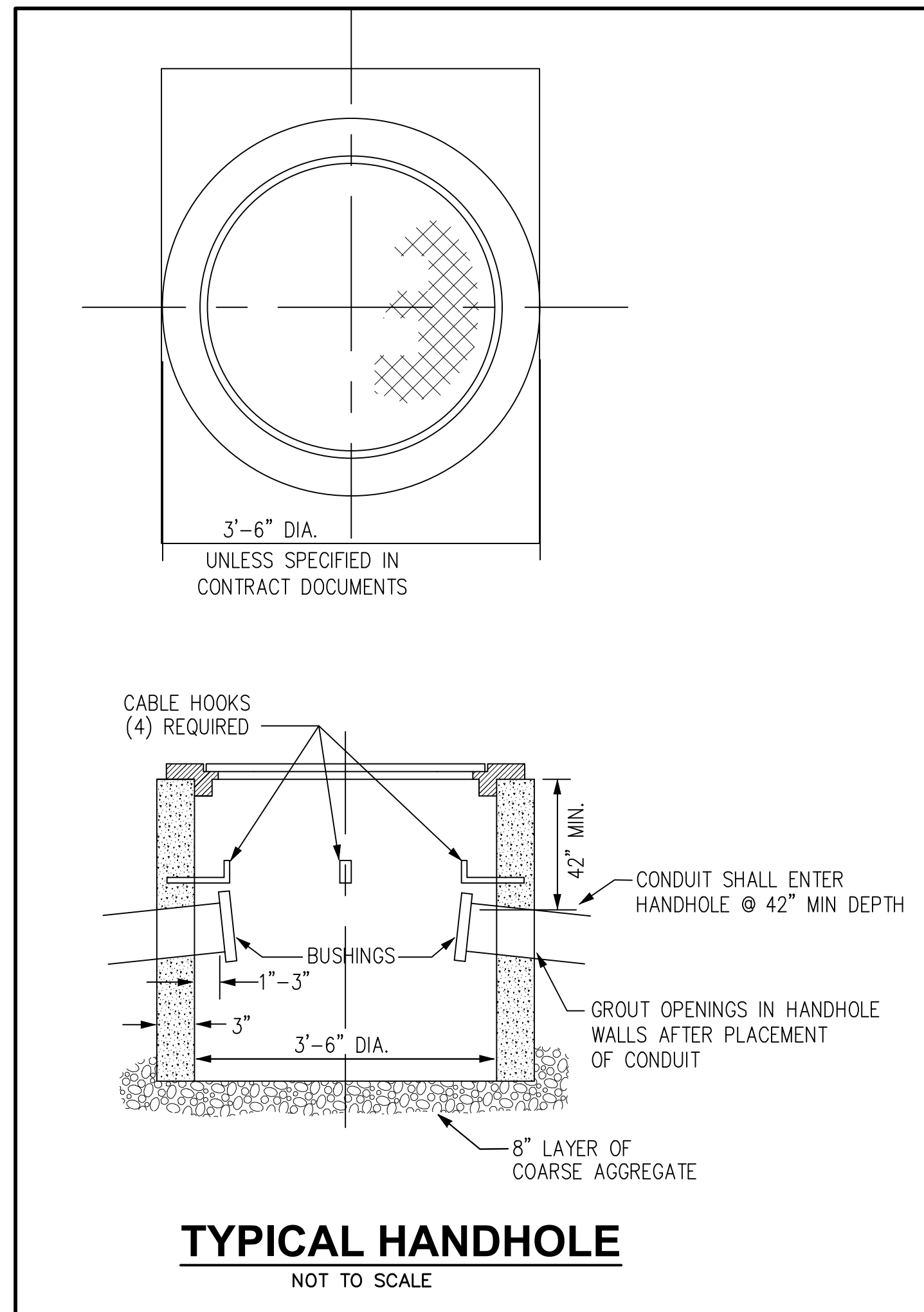
AUREON - CEDAR FALLS

DATE: 11/8/2022
 SHEET NUMBER: 2/4
 2210.714

EXHIBIT B

NOTE

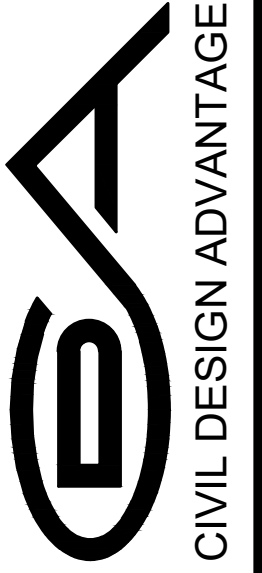
FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



FILE: H:\2022\2210714\DWG\2210714-AUREON-CD\CEDAR FALLS.DWG
COMMENT: EXHIBIT B
DATE: 11/18/2022 11:00 AM
DRAWN BY: J. W. MACKIE
CHECKED BY: J. W. MACKIE

DATE	REVISIONS
01/25/2023	SECOND SUBMITTAL
11/18/2022	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

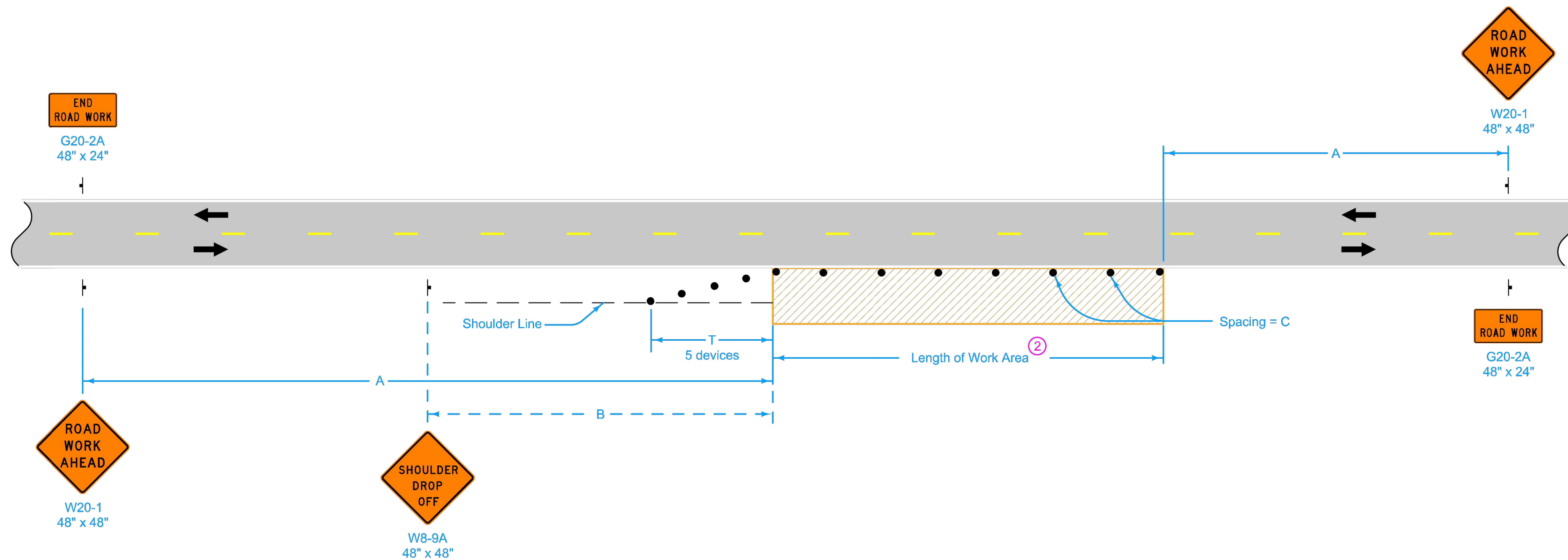


CEDAR FALLS, IOWA

AUREON - CEDAR FALLS

DATE: 11/8/2022
SHEET NUMBER: 3/4
2210.714

EXHIBIT B



LEGEND

- Traffic Sign
- 42" Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	B	C ^②	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	80' ^①	200'
50 or greater	1000'	500'	100' ^①	200'

When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

- ① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.
- ② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:
Traffic Control

	REVISION
	8 04-21-15
STANDARD ROAD PLAN	TC-202
SHEET 1 of 1	
REVISIONS: Modified general notes, changed title and replaced the DOT logo in the title block with the new version.	
APPROVED BY DESIGN METHODS ENGINEER	
WORK WITHIN 15 FT OF TRAVELED WAY	

FILE: H:\2022\2210714\2210714-AUREON-CD-CEDAR FALLS.DWG
 COMMENT: 1/25/2023 11:01 AM
 PLOTTED BY: JESSIE MACKIE
 DATE: 11/8/2022

DATE	11/8/2022
REVISIONS	
SECOND SUBMITTAL	01/25/2023
FIRST SUBMITTAL	11/8/2022

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

AUREON
CIVIL DESIGN ADVANTAGE

ESA
CIVIL DESIGN ADVANTAGE
CEDAR FALLS, IOWA

AUREON - CEDAR FALLS

DATE: 11/8/2022
SHEET NUMBER: 4/4
2210.714


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: 2/6/2023

SUBJECT: 2022 CDBG Sanitary Sewer Rehabilitation Project
 City Project Number: SA-000-3297
 Final Acceptance

The 2022 CDBG Sanitary Sewer Rehabilitation Project is completed and ready for final acceptance. This project involved furnishing and installing a cured in place liner within existing 8 and 12 inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. This project was under contract with Municipal Pipe Tool Company, LLC of Hudson, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Final Breakdown of Costs
- Maintenance Bond, Municipal Pipe Tool Company, LLC

Funding Source	Attributed Costs
Community Development Block Grant (CDBG)	\$235,000.00
Sewer Rental Fund (SRF)	\$42,290.05

I certify that the public improvements for the 2022 CDBG Sanitary Sewer Rehabilitation Project were completed in reasonable compliance with the project plans and specifications.

1/30/23

Matthew Tolan, EI

Date

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, Controller/City Treasurer
 Tyler Griffin, Acting Water Reclamation Manager

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC592471

KNOW ALL BY THESE PRESENTS:

That we, Municipal Pipe Tool Co., LLC, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Eighty Six Thousand Three Hundred Ninety Five and 50/100 Dollars (\$ 286,395.50), 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.

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:

2022 CDBG Sanitary Sewer Rehabilitation Project Project SA-000-3297

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

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

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

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

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

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

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

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

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Project No(s). SA-000-3297

Witness our hands, in triplicate, this _____ day of _____, 2022.

Surety Countersigned By:

Not Required

 Signature of Agent

 Printed Name of Agent

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

PRINCIPAL:

Municipal Pipe Tool Co., LLC

 Contractor

By: Sharon Waschke

 Signature

COO

 Title

FORM APPROVED BY:

 Attorney for Owner

SURETY:

Merchants Bonding Company (Mutual)

 Surety Company

By: [Signature]

 Signature Attorney-in-Fact Officer

Stacie Christensen, Attorney-in-Fact & IA Resident Agent

 Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

 Company Name

2727 Grand Prairie Parkway

 Company Address

Waukee, IA 50263

 City, State, Zip Code

(515) 223-6800

 Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crouner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Joe Tiernan; John Cord; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford

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.

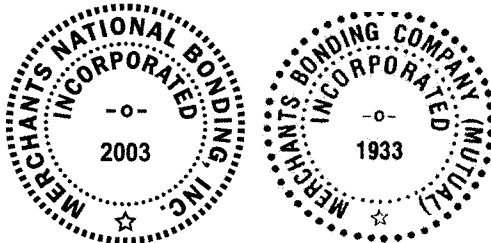
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 14th day of February, 2022.

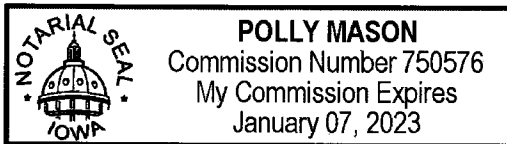


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of February 2022, 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.

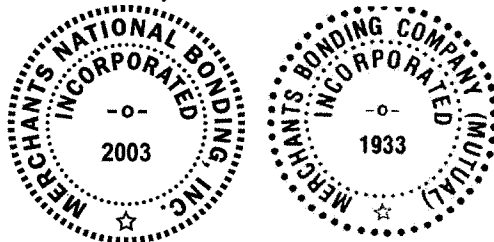


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2022.



William Warner Jr.
Secretary



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 6th, 2023

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
 W. Viking Road Industrial Park Phase VI (SU-364-3189)
 2019 Engineering Services Agreement (EN-000-3174)
 Supplemental Agreement No. 4C

Submitted within for City Council approval is the Supplemental Agreement No. 4C to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. under the 2019 Engineering Services Agreement for the new West Viking Road Industrial Park Phase VI.

This Supplemental Agreement provides for additional platting services for the final plat and engineering services for the extension of Technology Parkway for the next phase of the W. Viking Industrial Park. Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$8,000.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. The project will be funded by the Industrial Park TIF funds.

The Engineering Division of the Public Works Department requests your consideration and approval of this Supplemental Agreement No. 4C with Snyder & Associates, Inc. for the W. Viking Road Industrial Park Phase VI.

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

xc: Chase Schrage, Public Works Director
 David Wicke, PE, City Engineer
 Shane Graham, Economic Development Coordinator



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

Engineering Division
 Phone: 319-268-5161 Fax: 319-268-5197

SUPPLEMENTAL AGREEMENT NO. 4C

**2019 Engineering Services
 Cedar Falls, Iowa
 City Project Number EN-000-3174**

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, Supplemental Agreement No. 4 was approved on March 18, 2019 for development of an expansion to the Industrial Park, and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement(s) to include Scope of Services and Compensation for additional items required,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

This Scope of Services and basis for Compensation derivation are as follows:

A. The CONSULTANT shall complete additional design work based on CLIENT requested major revisions, made via email on November 28, 2022, pertaining to the inclusion of needs to accommodate new future development opportunities including:

1. Final platting of an additional preliminary plat lot 22, including adjacent right-of-way.
2. Design extension of Technology Parkway to the approximate westerly lot line of preliminary plat lot 22, including the associated extension of municipal utilities.
3. Development of change order materials of the designed extension for inclusion in the existing construction contract with PCI, Inc.

B. The estimated schedule for the plat revisions should be prepared for approval at the February 2023 P&Z meeting and the addition to construction is proposed to commence in April 2023.

C. The CONSULTANT shall complete additional

D. ADDITIONAL SERVICES

- 1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to, providing testing services which are currently to be performed outside the scope of construction engineering services; expanding the scope of the project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Eight thousand Dollars \$8,000. The compensation for this supplemental agreement is to be integrated into the original agreement.

III. ASSIGNABILITY

- 1. The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CLIENT. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed. No subconsultants are anticipated.

- IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 16, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: December 11, 2022



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 6th, 2023

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
 2019 Engineering Services
 Supplemental Agreement No. 10B
 West Viking Road Reconstruction
 City Project No. RC-362-3212

Please find attached Supplemental Agreement No. 10B to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement includes design of the new connection of Innovation Drive to Viking Road, addition of trail connections from Viking Road to the W. Viking Industrial Park, Phase V, design of watermain, design of an HMA overlay, design of pedestrian intersection improvements to Hudson Road, provide Right-Of-Way services, additional design survey needed for integration to the newly constructed W. Viking Industrial Park Phase V, and construction survey services, as described in Supplemental Agreement No. 10B, from Union Road to Hudson Road.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #10B will be provided by the Industrial Park TIF funds in the amount of \$233,600. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 10B with Snyder & Associates, Inc. for the design of the Recreational Trail Infill.

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

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



DEPARTMENT OF PUBLIC WORKS

Item 21.

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

SUPPLEMENTAL AGREEMENT NO. 10B

2019 Engineering Services Cedar Falls, Iowa City Project Number: RC-362-3212

WHEREAS, a Professional Services Agreement (PSA) was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 and amended on December 2, 2019 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items to be included as part of the W. Viking Road Reconstruction,

WHEREAS, the improvements associated with the adjacent Industrial Park development and continued development in the area has led to the need for additional transportation and utility improvements in this corridor,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement by adding the following items:

I. SCOPE OF SERVICES

The Scope of Services indicated in the origination Agreement and City approved amendment shall be amended as follows:

PHASE 2 FINAL DESIGN

DESIGN SURVEY

The CONSULTANT shall complete additional topographic survey at the intersection of Viking and Hudson Road for the improvements noted above and at the Industrial Park basin outfall north of Viking Road.

ADDITIONAL DESIGN ITEMS

The CONSULTANT shall coordinate with the Cedar Falls Industrial Park Development design team to integrate the pertinent portions of the site grading and storm sewer plan into the W. Viking Road Reconstruction project. This shall generally include street and trail construction further detailed below.

The CONSULTANT shall design and incorporate approximately 600 linear feet (LF) of Innovation Drive construction at the north end of the Industrial Park into the W. Viking Road Reconstruction project. This street construction shall include design and plan updates for storm sewer and water main.

The CONSULTANT shall design and incorporate approximately 5,500 LF of 10-foot wide trail through the Industrial Park Development. The trail shall generally be added to the northern and western limits

of the Industrial Park including around the detention basin adjacent to Viking Road. The south end of the trail is to include closure signage including closed ahead signage, and additional development is to take place.

The CONSULTANT shall design and incorporate approximately 2,400 LF of 12-inch water main to be included within the W. Viking Road right-of-way (ROW) west of Innovation drive. This shall include service stubs for the adjacent developed properties.

The CONSULTANT shall design and incorporate approximately 3,400 square yards (SY) of milling, HMA overlay and sawcutting of Viking Road immediately west of Hudson Road.

The CONSULTANT shall design and incorporate intersection improvements at Hudson and Viking Road included with the Pedestrian Improvements at Hudson Road – Option 2 prepared by the CONSULTANT and previously approved by the CLIENT.

The CONSULTANT shall modify the trail design currently included with the project so that the proposed trail is adjacent to the south side of Viking Road in lieu of the north side. This modification shall include grading and driveway design updates.

The CONSULTANT shall design and prepare an exhibit for the W Viking Road and Innovation Drive intersection to include a conceptual roundabout to determine the future Right-of-Way acquisition needs at the intersection. It is anticipated the ROW for the roundabout will be acquired and installed in the future to accommodate the future growth in the corridor. This work shall also include a traffic review to provide information to the CLIENT regarding thresholds for when the roundabout would be applicable based on projected traffic volumes. This exhibit shall be utilized by the City for future planning associated with development.

The CONSULTANT shall update the traffic control and staging plans to account for the additional scope items included herein and to utilize Innovation Drive as a temporary detour route for local traffic. Temporary access to properties that utilize the proposed trail location is to be incorporated. The staging is to generally include 1) the construction of Innovation drive, 2) the construction of Viking Road east of Innovation Drive and then 3) the construction of Viking Road west of Innovation Drive. Viking Road is to be fully built while “local traffic only” uses a temporary gravel frontage road. The trail improvements adjacent to the roadway shall be constructed after the roadway is completed and “local traffic only” can utilize the roadway to park and access their property.

The CONSULTANT shall review the Industrial Park basin outfall north of Viking Road, design and incorporate outlet and/or pipe modifications to improve downstream drainage if agreed to by the City.

The CONSULTANT shall participate in one (1) additional public information meeting open house. The purpose of the meeting will be to provide an update to the adjacent property owners/businesses and stakeholders with what the project will include and the general schedule. The CLIENT shall be responsible for public notices and mailings. The CONSULTANT shall provide the following services for the public meeting: participation in one (1) virtual pre-planning meeting, 4-8 strip maps and/or exhibits showing the proposed improvements and attendance of up to two staff members at the public meeting.

ROW SERVICES

The CONSULTANT shall provide the following ROW services:

Right-of-Way Plats and Exhibits

The following lists the estimated number of acquisition documents and easement exhibits. Provide 3 signed copies of each plat.

1. Right-of-way (fee title; plat signed by an LS) – 0
2. Permanent Utility easement (exhibit; signed by an LS) – 1
3. Temporary easement (exhibit without legal description; no signature required) – 17

The CONSULTANT shall provide plats and/or exhibits for each acquisition required.

Plats showing individual ROW acquisitions shall comply with the requirements of Iowa Code Section 354.4. Staking of proposed right-of-way and/or easements shall be provided if requested by the property owner. The CONSULTANT has budgeted for the staking of up to eight properties during two trips.

Utilize Iowa DOT-style symbols when preparing ROW and property boundary exhibits for use during design and easement acquisitions.

Right-of-Way Acquisition Services

CONSULTANT will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CLIENT all of the necessary easements and/or real property parcels needed for the Project based on the quantities noted above. Ben Alison is an employee of the CONSULTANT, and is a state of Iowa licensed real estate broker with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of CONSULTANT. Ben Alison will be designated as “Appointed Agents” and will represent the CLIENT in a “Buyer Exclusive Agency” capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said public improvement project. CLIENT shall also be a CLIENT of Appointed Agent.

CLIENT and CONSULTANT acknowledge and agree that the Appointed Agents are required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents’ conduct, responsibilities, and duties. Said statutes, rules and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

In regard to acquisitions, CONSULTANT will:

1. Attend initial project meetings with the representatives of CLIENT to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the Project;
2. Complete a parcel file for each property involved with the Project in accordance with the needs of CLIENT and/or the Project requirements;
3. Retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as “Appraiser”) who, subject to the approval of the CLIENT, will be a subconsultant to CONSULTANT. The Appraiser or Broker will prepare project data books and of brokers opinion of value, as needed. The Appraiser will prepare, sign and furnish to the CONSULTANT and CLIENT appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT “Appraisal Policy & Procedures Manual”. The CLIENT will review and forward written approval of all findings by the Appraiser. It is assumed that individual appraisals are not required or included with this scope;
4. Retain and coordinate the services of an abstractor, who will be a subconsultant to CONSULTANT, who will prepare Certificates of Title for parcels where fee title and permanent easements are required.
5. Use acquisition forms and documents provided by CLIENT or prepare acquisition documents under the direction, review and approval of the CLIENT’s legal department.

- Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CLIENT's attorney, and (7) release of tenant interest and leasehold claims;
6. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
 7. Make a good faith effort to acquire the necessary property within 90 days after a written offer has been submitted to the owner and tenant. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the CONSULTANT, negotiations have reached an impasse;
 8. Notify the CLIENT of every parcel on which negotiations have reached an impasse or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CLIENT is to condemn, the CONSULTANT will deliver as much of the file to the CLIENT as is necessary for the CLIENT's condemnation attorneys to begin preparation for the condemnation of the parcel. The CLIENT will provide written notice to the parties that the parcel is being prepared for condemnation. The CONSULTANT, when notified in writing by the CLIENT, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CLIENT to continue as additional services.
 9. Deliver all signed acquisition documents and title clearing (as directed by CLIENT's attorney), to CLIENT for payment and closing tasks.
 10. No relocation services are included by the CONSULTANT.
 11. If the CLIENT would like additional services after negotiations have reached an impasse (e.g. attending the condemnation hearings) this would be an additional service.

CLIENT'S ACQUISITION RESPONSIBILITIES: CLIENT understands and agrees that it will be responsible for and will provide the following, in a timely manner:

1. Unless produced by Snyder & Associates, Inc. survey and engineering staff, provide to CONSULTANT all known and existing plans, specifications and data pertaining to the project that may affect CONSULTANT's Services to be provided. Unless otherwise noted by CLIENT, CONSULTANT may rely upon the plans, specifications and data provided being accurate and complete;
2. Provide all licenses, permits, and government or agency approvals that may be necessary to complete the Work and/or Project;
3. Unless produced by Snyder & Associates, Inc. survey and engineering staff, provide to CONSULTANT legal descriptions and acquisition plats for each parcel to be acquired, unless CLIENT requests CONSULTANT to provide said legal descriptions and acquisition plats and incorporates this request as a part of CONSULTANT's scope of work.
4. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CLIENT's attorney to supervise, review and approve any and all legal documents prepared by CONSULTANT.
5. Coordinate the timing and sequence of CONSULTANT's Services with the Services of others to the Project;
6. Make interim and final decisions utilizing information supplied by CONSULTANT.
7. Process Council Roll Calls/Requisitions.
Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

PHASE 3 – CONSTRUCTION SERVICES

CONSTRUCTION STAKING & MONUMENTATION

The CONSULTANT shall be responsible for providing construction staking for the Project. The construction documents will contain a provision that the CONSULTANT will provide one set of stakes for each construction operation of the Project. Any staking that is destroyed due to construction will be replaced at the Contractor’s expense.

The CONSULTANT shall, after the completion of construction, perform a field survey as required to verify which monuments found during the original survey and identified in the construction plans, if any, were disturbed or removed during construction. All disturbed or missing monuments identified shall be reset at their original location and a Monumentation Preservation Certificate in accordance with Iowa Code Section 355.6A shall be prepared and filed with the Black Hawk County Recorder.

III. COMPENSATION

The Compensation is hereby amended to include the following fees:

a. PHASE 1 SERVICES

Additional compensation for Phase 1 Services as outlined in Article I shall be hourly, not to exceed, as follows:

Task	Original Fee	Sup. Agmt. 10A	Sup. Agmt. 10B	Amended Total
Contract Management	\$9,500	\$0	\$0	\$9,500
Survey, Field, and Other Services	\$26,800	\$7,500	\$0	\$34,300
Traffic Study	\$16,700	\$0	\$0	\$16,700
Functional Design and Concept	\$15,900	\$3,100	\$0	\$19,000
Preliminary Design (30%)	\$36,200	\$8,900	\$0	\$45,100
Total	\$105,100	\$19,500	\$0	\$124,600

b. PHASE 2 SERVICES

Additional compensation for Phase 2 Services as outlined in Article I shall be hourly, not to exceed, as follows:

Task	Original Fee	Sup. Agmt. 10A	Sup. Agmt. 10B	Amended Total
Contract Management	\$6,800	\$0	\$0	\$6,800
Check Plans (60%)	\$84,100	\$14,800	\$0	\$98,900
Design Survey	\$0	\$0	\$4,100	\$4,100
Additional Design Items	\$0	\$0	\$52,600	\$52,600
Print Documents	\$12,500	\$2,900	\$0	\$15,400
ROW Services	\$0	\$0	\$61,900	\$61,900
Letting Services	\$7,400	\$0	\$0	\$7,400
Total	\$110,800	\$17,700	\$118,600	\$247,100

c. PHASE 3 SERVICES

Additional compensation for Phase 3 Services as outlined in Article I shall be hourly, not to exceed, as follows:

Task	Original Fee	Sup. Agmt. 10A	Sup. Agmt. 10B	Amended Total
Construction Staking & Monumentation	\$0	\$0	\$115,000	\$115,000
Total	\$0	\$0	\$115,000	\$115,000

d. ADDITIONAL SERVICES

Additional Services will be provided upon authorization to proceed with the selected Tasks. Compensation for Additional Services as outlined in Article IV shall be hourly, not to exceed, as follows:

Task	Hourly Fee
Other Services	Per Attached Fee Schedule

IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018, and as supplemented.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: January 30, 2023

STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
PROFESSIONAL	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
TECHNICAL	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
ADMINISTRATIVE	
II	\$75.00/hour
I	\$61.00/hour
REIMBURSABLES	
Mileage	current IRS standard rate
Outside Services	As Invoiced



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 6, 2023

SUBJECT: Highway 58 & Ridgeway Avenue Reconstruction
 Request for Plans, Specifications, & Estimate Approval
 Preconstruction Agreement #: 2023-6-012
 DOT Project: NHSX-027-7(3)—2H-07
 City Project: RC-294-3250

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Highway 58 & Ridgeway Avenue Reconstruction.

This project is under the direction of the Iowa Department of Transportation. The Iowa DOT is the contracting authority and will conduct the letting for this project. This project involves the redesign and construction of the Highway 58 and Ridgeway Avenue intersection including the area from Nordic Drive east to Highway 58. Additionally, this will include the widening of Ridgeway Avenue west to Nordic Drive, including a traffic signal at Nordic Drive.

On October 3, 2022, the City Council approved the Preconstruction Agreement between the Iowa DOT and the City of Cedar Falls. The overall estimated project cost is \$14,903,139.05. The estimated City cost share is \$2,782,176.59 from the Tax Increment Financing – South Cedar Falls (TIF-STF) funds.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Highway 58 & Ridgeway Avenue Reconstruction.

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

Estimate Items Report

Version RCB Culvert Replacement - Single Box
Project PRJ-21075 PHASE-3

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
Iowa DOT				SubTotal:		\$348,766.00	
2102-0425070	SPECIAL BACKFILL	TON	89.000	\$30.00		\$2,670.00	
2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	102.000	\$15.00		\$1,530.00	
2402-2720000	EXCAVATION, CLASS 20	CY	1,950.000	\$25.00		\$48,750.00	
2415-2111206	PRECAST CONCRETE BOX CULVERT, 12 FT. X 6 FT.	LF	140.000	\$1,300.00		\$182,000.00	
2415-2201206	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 6 FT.	EA	2.000	\$19,000.00		\$38,000.00	
2418-0000010	TEMPORARY STREAM DIVERSION	EA	1.000	\$13,000.00		\$13,000.00	
2501-8400172	TEMPORARY SHORING	LS	1.000	\$30,000.00		\$30,000.00	
2507-3250005	ENGINEERING FABRIC	SY	244.000	\$4.00		\$976.00	
2507-6800061	REVTMENT, CLASS E	TON	164.000	\$60.00		\$9,840.00	
2526-8285000	CONSTRUCTION SURVEY	LS	1.000	\$4,000.00	1.16 %	\$4,000.00	
2526-8285000	CONSTRUCTION SURVEY	LS	1.000			\$0.00	
2533-4980005	MOBILIZATION	LS	1.000	\$18,000.00	6.67 %	\$18,000.00	
2533-4980005	MOBILIZATION	LS	1.000			\$0.00	
City of Cedar Falls				SubTotal:		\$316,594.00	
2102-0425070	SPECIAL BACKFILL	TON	75.800	\$30.00		\$2,274.00	
2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	140.000	\$15.00		\$2,100.00	
2402-2720000	EXCAVATION, CLASS 20	CY	1,500.000	\$25.00		\$37,500.00	
2415-2111006	PRECAST CONCRETE BOX CULVERT, 10 FT. X 6 FT.	LF	134.000	\$1,200.00		\$160,800.00	
2415-2201006	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 10 FT. X 6 FT.	EA	2.000	\$18,000.00		\$36,000.00	
2418-0000010	TEMPORARY STREAM DIVERSION	EA	1.000	\$12,000.00		\$12,000.00	
2501-8400172	TEMPORARY SHORING	LS	1.000	\$30,000.00		\$30,000.00	
2507-3250005	ENGINEERING FABRIC	SY	310.000	\$4.00		\$1,240.00	
2507-6800061	REVTMENT, CLASS E	TON	228.000	\$60.00		\$13,680.00	
2526-8285000	CONSTRUCTION SURVEY	LS	1.000	\$3,500.00	1.24 %	\$3,500.00	
2526-8285000	CONSTRUCTION SURVEY	LS	1.000			\$0.00	
2533-4980005	MOBILIZATION	LS	1.000	\$17,500.00	6.71 %	\$17,500.00	
2533-4980005	MOBILIZATION	LS	1.000			\$0.00	

Estimate Items Report

Version RCB Culvert Replacement - Single Box
Project PRJ-21075 PHASE-3

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
City of Cedar Falls				SubTotal:		\$291,281.91	
2102-0425070	SPECIAL BACKFILL	TON	163.800	\$30.00		\$4,914.00	
2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	140.000	\$15.00		\$2,100.00	
2402-2720000	EXCAVATION, CLASS 20	CY	1,790.000	\$25.00		\$44,750.00	
2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	175.000	\$650.00		\$113,750.00	
2404-7775000	REINFORCING STEEL	LB	29,616.420	\$1.70		\$50,347.91	
2418-0000010	TEMPORARY STREAM DIVERSION	EA	1.000	\$12,000.00		\$12,000.00	
2501-8400172	TEMPORARY SHORING	LS	1.000	\$30,000.00		\$30,000.00	
2507-3250005	ENGINEERING FABRIC	SY	310.000	\$4.00		\$1,240.00	
2507-6800061	REVTMENT, CLASS E	TON	228.000	\$60.00		\$13,680.00	
2526-8285000	CONSTRUCTION SURVEY	LS	1.000	\$3,500.00	1.30 %	\$3,500.00	
2526-8285000	CONSTRUCTION SURVEY	LS	1.000			\$0.00	
2533-4980005	MOBILIZATION	LS	1.000	\$15,000.00	6.74 %	\$15,000.00	
2533-4980005	MOBILIZATION	LS	1.000			\$0.00	
Iowa DOT				SubTotal:		\$341,818.10	
2102-0425070	SPECIAL BACKFILL	TON	192.200	\$30.00		\$5,766.00	
2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	102.000	\$15.00		\$1,530.00	
2402-2720000	EXCAVATION, CLASS 20	CY	2,295.000	\$25.00		\$57,375.00	
2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	208.240	\$650.00		\$135,356.00	
2404-7775000	REINFORCING STEEL	LB	39,103.000	\$1.70		\$66,475.10	
2418-0000010	TEMPORARY STREAM DIVERSION	EA	1.000	\$13,000.00		\$13,000.00	
2501-8400172	TEMPORARY SHORING	LS	1.000	\$30,000.00		\$30,000.00	
2507-3250005	ENGINEERING FABRIC	SY	244.000	\$4.00		\$976.00	
2507-6800061	REVTMENT, CLASS E	TON	164.000	\$60.00		\$9,840.00	
2526-8285000	CONSTRUCTION SURVEY	LS	1.000	\$3,500.00	1.17 %	\$3,500.00	
2526-8285000	CONSTRUCTION SURVEY	LS	1.000			\$0.00	
2533-4980005	MOBILIZATION	LS	1.000	\$18,000.00	6.68 %	\$18,000.00	
2533-4980005	MOBILIZATION	LS	1.000			\$0.00	
Total:						\$1,298,460.01	

Estimate Items Report

Version PCC Pavement - Replace
Project PRJ-21075 PHASE-1

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
City of Cedar Falls				SubTotal:		\$2,465,582.59	
2101-0850001	CLEARING AND GRUBBING	ACRE	0.400	\$5,500.00		\$2,200.00	
2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	10,398.000	\$8.00		\$83,184.00	
2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1,885.000	\$9.00		\$16,965.00	
2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	44.400	\$25.00		\$1,110.00	
2107-0875100	COMPACTION WITH MOISTURE CONTROL	CY	9,362.600	\$1.00		\$9,362.60	
2115-0100000	MODIFIED SUBBASE	CY	3,835.500	\$47.00		\$180,268.50	
2301-1033090	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9 IN.	SY	10,203.300	\$70.00		\$714,231.00	
2301-4875006	MEDIAN, P.C. CONCRETE, 6 IN.	SY	486.500	\$70.00		\$34,055.00	
2301-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	EA	11,938.000	\$1.00		\$11,938.00	
2304-0101000	TEMPORARY PAVEMENT	SY	419.000	\$90.00		\$37,710.00	
2316-0000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	EA	7,652.000	\$1.00		\$7,652.00	
2401-6745356	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	EA	3.000	\$1,000.00		\$3,000.00	
2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	0.450	\$20,000.00		\$9,000.00	
2401-6745765	REMOVAL OF LIGHT POLES	EA	3.000	\$600.00		\$1,800.00	
2402-0425040	FLOODED BACKFILL	CY	151.800	\$40.00		\$6,072.00	
2402-2720000	EXCAVATION, CLASS 20	CY	622.200	\$22.00		\$13,688.40	
2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EA	2.000	\$2,300.00		\$4,600.00	
2416-0100042	APRONS, CONCRETE, 42 IN. DIA.	EA	2.000	\$3,100.00		\$6,200.00	
2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.000	\$5,500.00		\$5,500.00	
2435-0250700	INTAKE, SW-507	EA	4.000	\$6,100.00		\$24,400.00	
2435-0250900	INTAKE, SW-509	EA	7.000	\$8,500.00		\$59,500.00	
2435-0251000	INTAKE, SW-510	EA	5.000	\$11,200.00		\$56,000.00	
2501-8400172	TEMPORARY SHORING	LS	0.450	\$25,000.00		\$11,250.00	
2502-8212034	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	LF	1,379.000	\$7.00		\$9,653.00	
2502-8221303	SUBDRAIN OUTLET, DR-303	EA	22.000	\$285.00		\$6,270.00	
2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	516.000	\$105.00		\$54,180.00	

Estimate Items Report

Version PCC Pavement - Replace
Project PRJ-21075 PHASE-1

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	703.000	\$110.00		\$77,330.00	
2503-0114236	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	LF	355.000	\$200.00		\$71,000.00	
2503-0114242	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 42 IN.	LF	341.000	\$250.00		\$85,250.00	
2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	359.000	\$35.00		\$12,565.00	
2507-3250005	ENGINEERING FABRIC	SY	40.000	\$4.00		\$160.00	
2507-6800061	REVTMENT, CLASS E	TON	22.000	\$65.00		\$1,430.00	
2510-6745850	REMOVAL OF PAVEMENT	SY	8,238.100	\$10.00		\$82,381.00	
2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EA	5.000	\$900.00		\$4,500.00	
2511-6745900	REMOVAL OF SIDEWALK	SY	672.600	\$12.00		\$8,071.20	
2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	1,131.200	\$80.00		\$90,496.00	
2511-7528101	DETECTABLE WARNINGS	SF	80.000	\$55.00		\$4,400.00	
2523-0000100	LIGHTING POLES	EA	10.000	\$7,000.00		\$70,000.00	
2523-0000200	ELECTRICAL CIRCUITS	LF	2,399.000	\$18.00		\$43,182.00	
2523-0000310	HANDHOLES AND JUNCTION BOXES	EA	2.000	\$2,750.00		\$5,500.00	
2524-6765210	REMOVAL OF TYPE A SIGN ASSEMBLY	EA	11.000	\$150.00		\$1,650.00	
2524-9100010	OBJECT MARKER, TYPE 1	EA	3.000	\$300.00		\$900.00	
2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	68.000	\$16.00		\$1,088.00	
2524-9276027	PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	EA	7.000	\$500.00		\$3,500.00	
2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	63.000	\$25.00		\$1,575.00	
2525-0000100	TRAFFIC SIGNALIZATION	LS	0.330	\$666,000.00		\$219,780.00	
2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	LS	0.330	\$30,000.00		\$9,900.00	
2526-8285000	CONSTRUCTION SURVEY	LS	0.190	\$69,000.00		\$13,110.00	
2527-9263112	PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE	STA	93.880	\$27.00		\$2,534.76	
2528-2518000	SAFETY CLOSURE	EA	15.000	\$200.00		\$3,000.00	
2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	3,115.000	\$16.00		\$49,840.00	
2528-8400256	TEMPORARY TRAFFIC SIGNALS	EA	6.000	\$17,000.00		\$102,000.00	
2528-8445110	TRAFFIC CONTROL	LS	0.190	\$45,000.00		\$8,550.00	

Estimate Items Report

Version PCC Pavement - Replace
Project PRJ-21075 PHASE-1

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	3,379.000	\$9.00		\$30,411.00	
2533-4980005	MOBILIZATION	LS	0.190	\$200,000.00		\$38,000.00	
2599-9999009	(‘LINEAR FEET’ ITEM) Safety Rail	LF	46.000	\$300.00		\$13,800.00	
2599-9999009	(‘LINEAR FEET’ ITEM) SAFETY RAIL	LF	46.000	\$220.00		\$10,120.00	
2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	529.500	\$2.10		\$1,111.95	
2602-0000050	SILT BASINS	EA	6.000	\$400.00		\$2,400.00	
2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	529.500	\$0.25		\$132.38	
2602-0000080	REMOVAL OF SILT BASINS	EA	6.000	\$300.00		\$1,800.00	
2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	529.500	\$0.40		\$211.80	
2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	2,700.000	\$3.50		\$9,450.00	
2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	2,700.000	\$0.60		\$1,620.00	
2602-0000400	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	17.000	\$400.00		\$6,800.00	
2602-0000410	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	17.000	\$12.00		\$204.00	
2602-0000420	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	17.000	\$17.00		\$289.00	
2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER, EC-602	LF	170.000	\$15.00		\$2,550.00	
2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	170.000	\$5.00		\$850.00	
2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	170.000	\$5.00		\$850.00	
2602-0010010	MOBILIZATIONS, EROSION CONTROL	EA	1.000	\$500.00		\$500.00	
2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1.000	\$1,000.00		\$1,000.00	
Iowa DOT					SubTotal:	\$10,898,631.39	
2101-0850001	CLEARING AND GRUBBING	ACRE	2.000	\$5,500.00		\$11,000.00	
2102-0425070	SPECIAL BACKFILL	TON	160.000	\$27.00		\$4,320.00	
2102-2200000	INTERCEPTING DITCHES AND FLUMES	LF	390.000	\$8.00		\$3,120.00	
2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	11,015.000	\$8.00		\$88,120.00	
2102-2710090	EXCAVATION, CLASS 10, WASTE	CY	37,043.000	\$7.50		\$277,822.50	
2102-2712015	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	50.000	\$100.00		\$5,000.00	
2102-4560000	LOCATING TILE LINES	STA	58.000	\$150.00		\$8,700.00	
2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	15,539.000	\$9.00		\$139,851.00	

Estimate Items Report

Version PCC Pavement - Replace
Project PRJ-21075 PHASE-1

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	74.100	\$25.00		\$1,852.50	
2107-0875100	COMPACTION WITH MOISTURE CONTROL	CY	10,460.300	\$1.00		\$10,460.30	
2115-0100000	MODIFIED SUBBASE	CY	26,584.800	\$47.00		\$1,249,485.60	
2121-7425010	GRANULAR SHOULDERS, TYPE A	TON	2,372.300	\$30.00		\$71,169.00	
2122-5190105	PAVED SHOULDER, P.C. CONCRETE, 10.5 IN.	SY	21,586.300	\$60.00		\$1,295,178.00	
2122-5191005	REINFORCED PAVED SHOULDER FOR CONCRETE BARRIER	SY	761.100	\$170.00		\$129,387.00	
2123-7450000	SHOULDER CONSTRUCTION, EARTH	STA	207.100	\$250.00		\$51,775.00	
2301-1033105	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10.5 IN.	SY	51,125.600	\$67.00		\$3,425,415.20	
2301-4875006	MEDIAN, P.C. CONCRETE, 6 IN.	SY	2,660.700	\$70.00		\$186,249.00	
2301-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	EA	59,817.000	\$1.00		\$59,817.00	
2304-0101000	TEMPORARY PAVEMENT	SY	782.000	\$90.00		\$70,380.00	
2317-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS (BY SCHEDULE)	EA	38,344.200	\$1.00		\$38,344.20	
2401-6745356	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES	EA	13.000	\$850.00		\$11,050.00	
2401-6745358	REMOVAL OF CONCRETE FOUNDATIONS OF HIGHWAY SIGNS	EA	16.000	\$750.00		\$12,000.00	
2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	0.550	\$20,000.00		\$11,000.00	
2401-6745765	REMOVAL OF LIGHT POLES	EA	13.000	\$600.00		\$7,800.00	
2401-6745830	REMOVAL OF P.C. CONCRETE MEDIAN BARRIER	LF	440.000	\$45.00		\$19,800.00	
2402-0425040	FLOODED BACKFILL	CY	326.800	\$40.00		\$13,072.00	
2402-2720000	EXCAVATION, CLASS 20	CY	1,388.900	\$22.00		\$30,555.80	
2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	EA	6.000	\$2,100.00		\$12,600.00	
2416-0102224	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	EA	4.000	\$2,000.00		\$8,000.00	
2416-0102230	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 30 IN.	EA	4.000	\$3,600.00		\$14,400.00	
2416-1200224	CULVERT, LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 24 IN.	LF	78.000	\$145.00		\$11,310.00	
2416-1200230	CULVERT, LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 30 IN.	LF	52.000	\$165.00		\$8,580.00	
2416-1202224	CULVERT, 3000D LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 24 IN.	LF	100.000	\$155.00		\$15,500.00	

Estimate Items Report

Version PCC Pavement - Replace
Project PRJ-21075 PHASE-1

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2416-1202230	CULVERT, 3000D LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 30 IN.	LF	60.000	\$185.00		\$11,100.00	
2435-0250700	INTAKE, SW-507	EA	7.000	\$6,100.00		\$42,700.00	
2435-0254700	BARRIER INTAKE, SW-547	EA	8.000	\$17,000.00		\$136,000.00	
2435-0256300	INTAKE, SW-563	EA	1.000	\$10,000.00		\$10,000.00	
2501-8400172	TEMPORARY SHORING	LS	0.550	\$25,000.00		\$13,750.00	
2502-8212024	SUBDRAIN, LONGITUDINAL, (BACKSLOPE) 4 IN. DIA.	LF	905.000	\$25.00		\$22,625.00	
2502-8212034	SUBDRAIN, LONGITUDINAL, (SHOULDER) 4 IN. DIA.	LF	16,094.000	\$7.00		\$112,658.00	
2502-8221303	SUBDRAIN OUTLET, DR-303	EA	41.000	\$285.00		\$11,685.00	
2502-8221306	SUBDRAIN OUTLET, DR-306	EA	59.000	\$400.00		\$23,600.00	
2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	949.000	\$105.00		\$99,645.00	
2503-0114415	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3000D (CLASS IV), 15 IN.	LF	308.000	\$135.00		\$41,580.00	
2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	707.000	\$35.00		\$24,745.00	
2505-4008120	REMOVAL OF STEEL BEAM GUARDRAIL	LF	405.000	\$10.00		\$4,050.00	
2505-4008130	REMOVAL OF CABLE GUARDRAIL	LF	3,331.800	\$3.50		\$11,661.30	
2506-4984000	FLOWABLE MORTAR	CY	46.100	\$225.00		\$10,372.50	
2507-3250005	ENGINEERING FABRIC	SY	180.000	\$4.00		\$720.00	
2507-6800061	REVTMENT, CLASS E	TON	99.000	\$65.00		\$6,435.00	
2510-6745850	REMOVAL OF PAVEMENT	SY	65,699.400	\$10.00		\$656,994.00	
2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EA	10.000	\$900.00		\$9,000.00	
2511-6745900	REMOVAL OF SIDEWALK	SY	208.300	\$12.00		\$2,499.60	
2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	605.200	\$80.00		\$48,416.00	
2511-7528101	DETECTABLE WARNINGS	SF	97.000	\$55.00		\$5,335.00	
2513-0001000	CONCRETE BARRIER, BA-100	LF	2,295.000	\$150.00		\$344,250.00	
2513-0001050	CONCRETE BARRIER, BA-105	EA	4.000	\$2,500.00		\$10,000.00	
2513-0001070	CONCRETE BARRIER RAIL, BA-107	EA	4.000	\$2,500.00		\$10,000.00	
2513-0474990	CONCRETE BARRIER, REINFORCED, AS PER PLAN	LF	516.800	\$250.00		\$129,200.00	
2513-0475000	CONCRETE BARRIER TRANSITION SECTION	EA	4.000	\$2,500.00		\$10,000.00	

Estimate Items Report

Version PCC Pavement - Replace
Project PRJ-21075 PHASE-1

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2515-2475008	DRIVEWAY, P.C. CONCRETE, 8 IN.	SY	277.200	\$85.00		\$23,562.00	
2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	282.200	\$10.00		\$2,822.00	
2520-3350015	FIELD OFFICE	EA	1.000	\$20,000.00		\$20,000.00	
2523-0000100	LIGHTING POLES	EA	8.000	\$7,000.00		\$56,000.00	
2523-0000200	ELECTRICAL CIRCUITS	LF	2,268.000	\$18.00		\$40,824.00	
2523-0000310	HANDHOLES AND JUNCTION BOXES	EA	2.000	\$2,750.00		\$5,500.00	
2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	11.000	\$750.00		\$8,250.00	
2524-6765210	REMOVAL OF TYPE A SIGN ASSEMBLY	EA	38.000	\$150.00		\$5,700.00	
2524-6765220	REMOVAL OF TYPE B SIGN ASSEMBLY	EA	11.000	\$850.00		\$9,350.00	
2524-9081275	CONCRETE FOOTING FOR BREAKAWAY SIGN POST, 2'-8" DIA. X 7'-6"	EA	4.000	\$1,600.00		\$6,400.00	
2524-9089100	DELINEATOR, RIGID - TYPE I	EA	48.000	\$100.00		\$4,800.00	
2524-9089110	DELINEATOR, RIGID - TYPE IA	EA	22.000	\$100.00		\$2,200.00	
2524-9089200	DELINEATOR, RIGID - TYPE II	EA	36.000	\$100.00		\$3,600.00	
2524-9100010	OBJECT MARKER, TYPE 1	EA	5.000	\$300.00		\$1,500.00	
2524-9100020	OBJECT MARKER, TYPE 2	EA	8.000	\$250.00		\$2,000.00	
2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	596.600	\$16.00		\$9,545.60	
2524-9276027	PERFORATED SQUARE STEEL TUBE POST ANCHOR, TRIANGULAR SLIP BASE ASSEMBLY	EA	52.000	\$500.00		\$26,000.00	
2524-9281210	STEEL BREAKAWAY SIGN POSTS FOR TYPE A OR B SIGNS, W 8 X 21	LF	69.100	\$100.00		\$6,910.00	
2524-9290009	SIGN MOUNTING BRACKETS, SPECIAL	EA	28.000	\$300.00		\$8,400.00	
2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	551.300	\$25.00		\$13,782.50	
2524-9680250	INSTALL TYPE B SIGN	EA	9.000	\$1,000.00		\$9,000.00	
2525-0000100	TRAFFIC SIGNALIZATION	LS	0.670	\$750,000.00		\$502,500.00	
2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	LS	0.670	\$32,800.00		\$21,976.00	
2526-8285000	CONSTRUCTION SURVEY	LS	0.810	\$65,000.00		\$52,650.00	
2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	532.980	\$17.50		\$9,327.15	
2527-9263112	PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE	STA	366.620	\$27.00		\$9,898.74	
2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	805.130	\$135.00		\$108,692.55	
2527-9263138	PAINTED SYMBOL+LEGEND,HIBUILD WATERBORNE	EA	8.000	\$175.00		\$1,400.00	
2527-9263180	PAVEMENT MARKINGS REMOVED	STA	336.100	\$35.00		\$11,763.50	

Estimate Items Report

Version PCC Pavement - Replace
Project PRJ-21075 PHASE-1

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2528-2518000	SAFETY CLOSURE	EA	19.000	\$200.00		\$3,800.00	
2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	8,975.000	\$16.00		\$143,600.00	
2528-8400157	TEMPORARY FLOODLIGHTING LUMINAIRE	EA	2.000	\$5,000.00		\$10,000.00	
2528-8400256	TEMPORARY TRAFFIC SIGNALS	EA	6.000	\$17,000.00		\$102,000.00	
2528-8445110	TRAFFIC CONTROL	LS	0.810	\$75,000.00		\$60,750.00	
2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	17,345.000	\$9.00		\$156,105.00	
2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	0.000	\$1.00		\$0.00	
2533-4980005	MOBILIZATION	LS	0.810	\$200,000.00		\$162,000.00	
2548-0000200	MILLED SHOULDER RUMBLE STRIPS, PCC SURFACE	STA	126.230	\$45.00		\$5,680.35	
2551-0000130	TEMP CRASH CUSHION, SEVERE USE (SU)	EA	2.000	\$7,500.00		\$15,000.00	
2551-0000230	PERMANENT CRASH CUSHION, SEVERE USE (SU)	EA	3.000	\$30,000.00		\$90,000.00	
2551-0000300	PERMANENT CRASH CUSHION SPARE PARTS KIT	EA	3.000	\$800.00		\$2,400.00	
2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	SQ	870.000	\$8.00		\$6,960.00	
2602-0000030	SILT FENCE FOR DITCH CHECKS	LF	4,374.000	\$2.10		\$9,185.40	
2602-0000050	SILT BASINS	EA	28.000	\$400.00		\$11,200.00	
2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	4,374.000	\$0.25		\$1,093.50	
2602-0000080	REMOVAL OF SILT BASINS	EA	28.000	\$300.00		\$8,400.00	
2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	4,374.000	\$0.40		\$1,749.60	
2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	940.000	\$3.50		\$3,290.00	
2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	940.000	\$0.60		\$564.00	
2602-0000400	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	16.000	\$400.00		\$6,400.00	
2602-0000410	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	16.000	\$12.00		\$192.00	
2602-0000420	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EA	16.000	\$17.00		\$272.00	
2602-0010010	MOBILIZATIONS, EROSION CONTROL	EA	1.000	\$500.00		\$500.00	
2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1.000	\$1,000.00		\$1,000.00	
City of Hudson					SubTotal:	\$240,465.06	
2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	2,901.000	\$8.00		\$23,208.00	
2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1,400.000	\$9.00		\$12,600.00	

Estimate Items Report

Version PCC Pavement - Replace
Project PRJ-21075 PHASE-1

Item Number	Item Description	Units	Quantity	Cost Used	Suggested Cost	Line Total	Estimator Notes
2115-0100000	MODIFIED SUBBASE	CY	762.100	\$47.00		\$35,818.70	
2121-7425010	GRANULAR SHOULDERS, TYPE A	TON	340.800	\$30.00		\$10,224.00	
2123-7450000	SHOULDER CONSTRUCTION, EARTH	STA	3.700	\$250.00		\$925.00	
2301-1033105	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 10.5 IN.	SY	1,980.200	\$67.00		\$132,673.40	
2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	120.000	\$30.00		\$3,600.00	
2510-6745850	REMOVAL OF PAVEMENT	SY	2,007.400	\$10.00		\$20,074.00	
2527-9263112	PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE	STA	27.480	\$27.00		\$741.96	
2528-2518000	SAFETY CLOSURE	EA	3.000	\$200.00		\$600.00	
Total:						\$13,604,679.04	

DAILY INVOICES FOR 2/6/23 COUNCIL MEETING

Item 23.

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1055		08/23 AP	01/09/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	143.15		01/26/23	
						#3 COIN ENVELOPES (X5)				
1055		08/23 AP	12/30/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	5.34		01/26/23	
						MONEY DEPOSIT BAGS				
						ACCOUNT TOTAL	148.49	.00	148.49	
101-1060-423.72-19 OPERATING SUPPLIES / PRINTING										
1174		08/23 AP	01/05/23	0000000		STOREY KENWORTHY	180.00		01/26/23	
						BOARD OF TRUSTES HANDBOOK				
						ACCOUNT TOTAL	180.00	.00	180.00	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1174		08/23 AP	12/27/22	0000000		QUADIENT FINANCE USA, INC.	300.00		01/26/23	
						POSTAGE				
						ACCOUNT TOTAL	300.00	.00	300.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1174		08/23 AP	11/09/22	0000000		TRAC SYSTEMS, INC	499.00		01/26/23	
						COIN VEND STATION SUPPORT				
						1/23/23-1/23/24				
1174		08/23 AP	11/09/22	0000000		TRAC SYSTEMS, INC	2,680.70		01/26/23	
						UNIPRINT MAINT/SUPPORT				
						1/23/23-1/23/24				
						ACCOUNT TOTAL	3,179.70	.00	3,179.70	
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1174		08/23 AP	12/14/22	0000000		IOWA LIBRARY ASSOCIATION	200.00		01/26/23	
						STERN ILA RENEWAL				
						ACCOUNT TOTAL	200.00	.00	200.00	
101-1060-423.85-01 UTILITIES / UTILITIES										
1055		08/23 AP	01/05/23	0000000		CEDAR FALLS UTILITIES	6,496.62		01/26/23	
						LIBRARY UTILITIES				
						ACCOUNT TOTAL	6,496.62	.00	6,496.62	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1210		08/23 AP	01/15/23	0000000		QUADIENT, INC.	172.32		01/26/23	
						QUADIENT METER RENTAL				
						02/14/23-05/13/23				
1174		08/23 AP	01/11/23	0000000		HAWKEYE ALARM & SIGNAL CO.	480.00		01/26/23	

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued		
1174		08/23 AP		01/06/23	00000000 CITY LAUNDERING CO. INVOICE	142.32		01/26/23
1055		08/23 AP		01/03/23	00000000 SHRED-IT USA LIBRARY	48.15		01/26/23
1055		08/23 AP		12/23/22	00000000 ARAMARK TICKET #8151686494	23.55		01/26/23
1174		08/23 AP		09/22/22	00000000 CITY LAUNDERING CO. LIBRARY	85.97		01/26/23
ACCOUNT TOTAL						952.31	.00	952.31
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS								
1174		08/23 AP		01/12/23	00000000 BAKER & TAYLOR BOOKS	51.15		01/26/23
1174		08/23 AP		01/11/23	00000000 SCOTT COUNTY LIBRARY SYSTEM ADULT BOOKS (MEM HOGAN)	33.00		01/26/23
1174		08/23 AP		01/09/23	00000000 BAKER & TAYLOR BOOKS LOST ILL ADULT BOOKS	38.74		01/26/23
1174		08/23 AP		01/09/23	00000000 BAKER & TAYLOR BOOKS ADULT BOOKS (MEM BROWN)	15.96		01/26/23
1055		08/23 AP		01/05/23	00000000 BAKER & TAYLOR BOOKS ADULT BOOKS (MEM HOGAN)	66.39		01/26/23
1055		08/23 AP		01/05/23	00000000 BAKER & TAYLOR BOOKS ADULT BOOKS (MEM BROWN)	15.95		01/26/23
1055		08/23 AP		01/03/23	00000000 BAKER & TAYLOR BOOKS ADULT BOOKS (MEM HOGAN)	111.94		01/26/23
ACCOUNT TOTAL						333.13	.00	333.13
101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES								
1174		08/23 AP		01/11/23	00000000 INGRAM ENTERTAINMENT INC. VIDEO GAMES (MEM BROWN)	66.99		01/26/23
1055		08/23 AP		12/28/22	00000000 INGRAM ENTERTAINMENT INC. VIDEO GAMES (MEM BROWN)	76.99		01/26/23
1055		08/23 AP		12/21/22	00000000 INGRAM ENTERTAINMENT INC. VIDEO GAMES (MEM BROWN)	220.95		01/26/23
ACCOUNT TOTAL						364.93	.00	364.93
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM								
1174		08/23 AP		01/17/23	00000000 BAKER & TAYLOR BOOKS	41.70		01/26/23
1174		08/23 AP		01/10/23	00000000 SCHOLASTIC, INC. FOTL:YA-YOUNG ADULT BOOKS	1,695.00		01/26/23
1055		08/23 AP		01/03/23	00000000 BAKER & TAYLOR BOOKS FOTL-YOUTH:KINDERGARTEN ROUNDUP BOOKS (YOUTH)	16.52		01/26/23

PREPARED 01/31/2023, 9:06:29
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-1060-423.89-33					MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			continued
					FOTL:ADULT-ADULT BOOKS			
1055		08/23 AP		01/03/23	0000000 BAKER & TAYLOR BOOKS	253.86		01/26/23
					FOTL:YA-YOUNG ADULT BOOKS			
1055		08/23 AP		12/14/22	0000000 KRAMER, KARL ALLAN	125.00		01/26/23
					FOTL:YA-DUNGEON MASTER CLASS			
1055		08/23 AP		12/06/22	0000000 NISSEN, THOMAS	780.00		01/26/23
					FOTL:YA-MINECRAFT PROGRAM			
					ACCOUNT TOTAL	2,912.08	.00	2,912.08
101-1061-423.71-11					OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP			
1055		08/23 AP		01/04/23	0000000 WATSON LABEL PRODUCTS	1,494.04		01/26/23
					LIBRARY BARCODES(X20,000)			
1055		08/23 AP		11/22/22	0000000 SHOWCASES	371.52		01/26/23
					2 CD CASES (X 200)			
					ACCOUNT TOTAL	1,865.56	.00	1,865.56
101-1061-423.81-91					PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT			
1055		08/23 AP		01/01/23	0000000 OCLC, INC.	779.19		01/26/23
					CATALOG AND METADATA SUBSCRIPTION			
1055		08/23 AP		12/21/22	0000000 DEMCO, INC	1,919.00		01/26/23
					SECURITYGATE SUB 5/20/22-12/9/23			
1055		08/23 AP		12/21/22	0000000 DEMCO, INC	11,199.00		01/26/23
					AMH EQUIP.MAINT.RENEW.1YR 12/19/22-12/18/23			
					ACCOUNT TOTAL	13,897.19	.00	13,897.19
101-1061-423.89-20					MISCELLANEOUS SERVICES / ADULT BOOKS			
1174		08/23 AP		01/17/23	0000000 BAKER & TAYLOR BOOKS	21.94		01/26/23
					ADULT BOOKS			
1174		08/23 AP		01/12/23	0000000 BAKER & TAYLOR BOOKS	291.68		01/26/23
					ADULT BOOKS			
1174		08/23 AP		01/09/23	0000000 BAKER & TAYLOR BOOKS	165.57		01/26/23
					ADULT BOOKS			
1055		08/23 AP		01/05/23	0000000 BAKER & TAYLOR BOOKS	139.00		01/26/23
					ADULT BOOKS			
1174		08/23 AP		01/05/23	0000000 INFOUSA MARKETING INC	360.00		01/26/23
					ADULT BOOKS (CEDAR FALLS, IA DIRECTORY)			
1055		08/23 AP		01/03/23	0000000 BAKER & TAYLOR BOOKS	287.25		01/26/23
					ADULT BOOKS			
1055		08/23 AP		12/28/22	0000000 BAKER & TAYLOR BOOKS	250.74		01/26/23
					ADULT BOOKS			
1055		08/23 AP		12/22/22	0000000 BAKER & TAYLOR BOOKS	107.64		01/26/23
					ADULT BOOKS			
1055		08/23 AP		12/20/22	0000000 BAKER & TAYLOR BOOKS	111.80		01/26/23

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
1055		08/23 AP		12/13/22	0000000	INFOUSA MARKETING INC ADULT BOOKS (WATERLOO, IA DIRECTORY)	462.40			01/26/23
ACCOUNT TOTAL							2,198.02	.00	2,198.02	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1174		08/23 AP		01/17/23	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	146.95			01/26/23
1174		08/23 AP		01/13/23	0000000	KNOWBUDDY RESOURCES YOUNG ADULT BOOKS	576.59			01/26/23
1174		08/23 AP		01/12/23	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	104.17			01/26/23
1174		08/23 AP		01/11/23	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	637.02			01/26/23
1174		08/23 AP		01/09/23	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	20.39			01/26/23
1055		08/23 AP		01/05/23	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	56.74			01/26/23
1055		08/23 AP		01/03/23	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	40.13			01/26/23
1055		08/23 AP		01/03/23	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	685.64			01/26/23
1055		08/23 AP		12/22/22	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	44.71			01/26/23
1055		08/23 AP		12/20/22	0000000	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	417.81			01/26/23
ACCOUNT TOTAL							2,730.15	.00	2,730.15	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1174		08/23 AP		01/17/23	0000000	BAKER & TAYLOR BOOKS YOUTH BOOKS	155.29			01/26/23
1174		08/23 AP		01/16/23	0000000	EDUCATIONAL DEVELOPMENT CORPO YOUTH BOOKS	347.72			01/26/23
1174		08/23 AP		01/12/23	0000000	BAKER & TAYLOR BOOKS YOUTH BOOKS	69.33			01/26/23
1055		08/23 AP		01/09/23	0000000	BAKER & TAYLOR BOOKS YOUTH BOOKS	371.71			01/26/23
1174		08/23 AP		01/09/23	0000000	BAKER & TAYLOR BOOKS YOUTH BOOKS	120.69			01/26/23
1055		08/23 AP		01/06/23	0000000	BAKER & TAYLOR BOOKS YOUTH BOOKS	780.56			01/26/23
1055		08/23 AP		01/05/23	0000000	BAKER & TAYLOR BOOKS YOUTH BOOKS	163.24			01/26/23
1055		08/23 AP		01/03/23	0000000	BAKER & TAYLOR BOOKS YOUTH BOOKS	84.52			01/26/23

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
1055		08/23	AP	01/03/23	0000000 BAKER & TAYLOR BOOKS	44.72		01/26/23	
					YOUTH BOOKS				
1055		08/23	AP	12/28/22	0000000 BAKER & TAYLOR BOOKS	48.05		01/26/23	
					YOUTH BOOKS				
1055		08/23	AP	12/22/22	0000000 BAKER & TAYLOR BOOKS	165.81		01/26/23	
					YOUTH BOOKS				
1055		08/23	AP	12/20/22	0000000 BAKER & TAYLOR BOOKS	31.32		01/26/23	
					YOUTH BOOKS				
ACCOUNT TOTAL						2,382.96	.00	2,382.96	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
1174		08/23	AP	01/12/23	0000000 BAKER & TAYLOR BOOKS	22.80		01/26/23	
					LARGE PRINT BOOKS				
1174		08/23	AP	01/11/23	0000000 CENGAGE LEARNING INC	77.67		01/26/23	
					LARGE PRINT BOOKS				
1174		08/23	AP	01/11/23	0000000 CENGAGE LEARNING INC	26.59		01/26/23	
					LARGE PRINT BOOKS				
1055		08/23	AP	01/01/23	0000000 CENTER POINT LARGE PRINT	49.14		01/26/23	
					LARGE PRINT BOOKS				
1055		08/23	AP	12/28/22	0000000 BAKER & TAYLOR BOOKS	18.60		01/26/23	
					LARGE PRINT BOOKS				
ACCOUNT TOTAL						194.80	.00	194.80	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
1174		08/23	AP	01/18/23	0000000 BAKER & TAYLOR ENTERTAINMENT	11.03		01/26/23	
					ADULT CD MUSIC				
1174		08/23	AP	01/12/23	0000000 BAKER & TAYLOR BOOKS	27.50		01/26/23	
					ADULT CD BOOKS				
1174		08/23	AP	01/10/23	0000000 FINDAWAY WORLD LLC	311.20		01/26/23	
					ADULT PLAYAWAYS				
1055		08/23	AP	01/09/23	0000000 BAKER & TAYLOR ENTERTAINMENT	11.88		01/26/23	
					ADULT CD MUSIC				
1055		08/23	AP	12/28/22	0000000 BAKER & TAYLOR BOOKS	22.00		01/26/23	
					ADULT CD BOOKS				
1055		08/23	AP	12/27/22	0000000 BAKER & TAYLOR ENTERTAINMENT	11.88		01/26/23	
					ADULT CD MUSIC				
ACCOUNT TOTAL						395.49	.00	395.49	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
1055		08/23	AP	01/09/23	0000000 BAKER & TAYLOR ENTERTAINMENT	22.39		01/26/23	
					ADULT VIDEOS				
1055		08/23	AP	01/04/23	0000000 BAKER & TAYLOR ENTERTAINMENT	4.37		01/26/23	
					ADULT VIDEOS				

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued			
1055		08/23	AP	12/30/22	0000000 BAKER & TAYLOR ENTERTAINMENT	69.97		01/26/23	
					ADULT VIDEOS				
1055		08/23	AP	12/27/22	0000000 BAKER & TAYLOR ENTERTAINMENT	63.67		01/26/23	
					ADULT VIDEOS				
					ACCOUNT TOTAL	160.40	.00	160.40	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
1174		08/23	AP	01/17/23	0000000 ENGAGEDPATRONS.ORG	229.00		01/26/23	
					SUBSCRIPTION RENEW 1 YR. 3/1/2023-2/29/2024				
					ACCOUNT TOTAL	229.00	.00	229.00	
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO									
1174		08/23	AP	01/17/23	0000000 BAKER & TAYLOR BOOKS	53.34		01/26/23	
					YOUTH CD BOOKS				
					ACCOUNT TOTAL	53.34	.00	53.34	
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
1174		08/23	AP	01/12/23	0000000 MIDWEST TAPE, LLC	66.72		01/26/23	
					YOUTH VIDEOS				
1055		08/23	AP	01/05/23	0000000 MIDWEST TAPE, LLC	93.70		01/26/23	
					YOUTH VIDEOS				
1055		08/23	AP	12/29/22	0000000 MIDWEST TAPE, LLC	14.99		01/26/23	
					YOUTH VIDEOS				
1055		08/23	AP	12/22/22	0000000 MIDWEST TAPE, LLC	269.14		01/26/23	
					YOUTH VIDEOS				
					ACCOUNT TOTAL	444.55	.00	444.55	
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO									
1174		08/23	AP	01/11/23	0000000 BAKER & TAYLOR ENTERTAINMENT	223.95		01/26/23	
					YOUNG ADULT VIDEOS				
1055		08/23	AP	12/27/22	0000000 BAKER & TAYLOR ENTERTAINMENT	41.99		01/26/23	
					YOUNG ADULT VIDEOS				
					ACCOUNT TOTAL	265.94	.00	265.94	
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
1174		08/23	AP	01/20/23	0000000 MIDWEST TAPE, LLC	15,000.00		01/26/23	
					HOOPLA ADVANCE PAYMENT				
1174		08/23	AP	01/11/23	0000000 OVERDRIVE, INC.	27.50		01/26/23	
					ADULT E-BOOKS				

PREPARED 01/31/2023, 9:06:29
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued				
1174		08/23	AP	01/11/23	0000000	OVERDRIVE, INC.	95.00		01/26/23	
						ADULT AUDIO BOOKS				
1055		08/23	AP	01/09/23	0000000	OVERDRIVE, INC.	623.76		01/26/23	
						ADULT E-BOOKS				
1055		08/23	AP	01/09/23	0000000	OVERDRIVE, INC.	402.73		01/26/23	
						ADULT AUDIO BOOKS				
1055		08/23	AP	01/09/23	0000000	OVERDRIVE, INC.	65.00		01/26/23	
						ADULT E-BOOKS				
1055		08/23	AP	01/03/23	0000000	OVERDRIVE, INC.	47.50		01/26/23	
						ADULT AUDIO BOOKS				
1055		08/23	AP	01/03/23	0000000	OVERDRIVE, INC.	60.00		01/26/23	
						ADULT E-BOOKS				
1055		08/23	AP	01/03/23	0000000	OVERDRIVE, INC.	54.99		01/26/23	
						ADULT AUDIO BOOKS				
1055		08/23	AP	12/30/22	0000000	OVERDRIVE, INC.	165.00		01/26/23	
						ADULT E-BOOKS				
						ACCOUNT TOTAL	16,541.48	.00	16,541.48	
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
1055		08/23	AP	01/06/23	0000000	OVERDRIVE, INC.	398.92		01/26/23	
						YOUTH E-BOOKS				
1055		08/23	AP	01/06/23	0000000	OVERDRIVE, INC.	315.47		01/26/23	
						YOUTH AUDIO BOOKS				
1055		08/23	AP	01/03/23	0000000	OVERDRIVE, INC.	133.44		01/26/23	
						YOUTH E-BOOKS				
1055		08/23	AP	01/03/23	0000000	OVERDRIVE, INC.	135.48		01/26/23	
						YOUTH AUDIO BOOKS				
						ACCOUNT TOTAL	983.31	.00	983.31	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
1237		07/23	AP	01/26/23	0398175	BLACK HAWK CO.RECORDER	12.00		01/27/23	
						RCD:RESOLUTION 23,043				
1237		07/23	AP	01/26/23	0398175	BLACK HAWK CO.RECORDER	12.00		01/27/23	
						RCD:RESOLUTION 23,044				
1162		07/23	AP	01/11/23	0398139	BLACK HAWK CO.RECORDER	17.00		01/13/23	
						RCD:PARTIAL LIEN RELEASE				
1140		07/23	AP	01/10/23	0398128	BLACK HAWK CO.RECORDER	122.00		01/11/23	
						RCD:RES. SW URBAN RENEWAL				
						ACCOUNT TOTAL	163.00	.00	163.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
1237		07/23	AP	01/10/23	0398176	CEDAR FALLS UTILITIES	57.48		01/27/23	
						UTILITIES THRU 01/01/23				

PREPARED 01/31/2023, 9:06:29
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY continued										
ACCOUNT TOTAL							57.48	.00	57.48	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1193		07/23 AP		01/17/23	0398152	BRENT MROZINSKI	14.00			01/19/23
						REF:DUPLICATE CC CHARGES				
						PET LICENSE #294				
1181		07/23 AP		01/13/23	0398147	DALTON PLBG, HEATING & COOLING	50.00			01/17/23
						REFUND-DUPLICATE CC PAYTS				
						#23-0092-PLUM:1615 WALNUT				
1140		07/23 AP		01/09/23	0398137	SARA JEAN REED	6.00			01/11/23
						REFUND-PET LIC. OVERPAYMT				
1140		07/23 AP		01/04/23	0398126	AMY DAVIS	14.00			01/11/23
						REF:DUPLICATE CC PAYMENT				
						PET LICENSE				
ACCOUNT TOTAL							84.00	.00	84.00	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
1140		07/23 AP		01/10/23	0398130	CEDAR FALLS MUNICIPAL BAND	200.91			01/11/23
						PROPERTY TAX PAYMENT				
ACCOUNT TOTAL							200.91	.00	200.91	
101-2253-423.85-01 UTILITIES / UTILITIES										
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	6,647.44			01/27/23
						UTILITIES THRU 01/01/23				
ACCOUNT TOTAL							6,647.44	.00	6,647.44	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	884.21			01/27/23
						UTILITIES THRU 01/01/23				
ACCOUNT TOTAL							884.21	.00	884.21	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1211		07/23 AP		01/20/23	0398171	STEVEN HETH	35.00			01/25/23
						REFUND-RACQUETBALL LEAGUE				
ACCOUNT TOTAL							35.00	.00	35.00	
101-2280-423.85-01 UTILITIES / UTILITIES										
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	1,672.03			01/27/23
						UTILITIES THRU 01/01/23				
ACCOUNT TOTAL							1,672.03	.00	1,672.03	

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
1181		07/23	AP	01/11/23	0398149	UNI DEPARTMENT OF EDUCATION REFUND-RENTAL DEPOSIT	250.00		01/17/23
						ACCOUNT TOTAL	250.00	.00	250.00
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1148		06/23	AP	11/20/22	0397966	SCHMIDT, LUCAS RMB:MEALS-FIRE INSTRUCT.2 WASHINGTON, IA	53.85		01/11/23
						ACCOUNT TOTAL	53.85	.00	53.85
101-4511-414.85-01 UTILITIES / UTILITIES									
1162		07/23	AP	12/25/22	0398140	CEDAR FALLS UTILITIES UTILITIES THRU 12/25/22	5,834.36		01/13/23
						ACCOUNT TOTAL	5,834.36	.00	5,834.36
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1237		07/23	AP	01/10/23	0398176	CEDAR FALLS UTILITIES UTILITIES THRU 01/01/23	59.51		01/27/23
1162		07/23	AP	12/25/22	0398140	CEDAR FALLS UTILITIES UTILITIES THRU 12/25/22	147.56		01/13/23
						ACCOUNT TOTAL	207.07	.00	207.07
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT									
1211		07/23	AP	01/10/23	0398173	U.S. CELLULAR COVERT CAMERA CELL PLAN 1/9/23-2/8/23	94.32		01/25/23
						ACCOUNT TOTAL	94.32	.00	94.32
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1193		07/23	AP	12/10/22	0398150	ANDERSEN, ZACH RMB:OPT.EQUIP/-HAND CUFFS GALLS	109.97		01/19/23
						ACCOUNT TOTAL	109.97	.00	109.97
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1148		06/23	AP	11/20/22	0397966	SCHMIDT, LUCAS ACCOUNT CORRECTION RMB:MEALS-FIRE INSTRUCT.2		53.85	01/11/23
						ACCOUNT TOTAL	.00	53.85	53.85

PREPARED 01/31/2023, 9:06:29
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.85-01						UTILITIES / UTILITIES			
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	3,074.64		01/13/23
						UTILITIES THRU 12/25/22			
						ACCOUNT TOTAL	3,074.64	.00	3,074.64
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	122.49		01/13/23
						UTILITIES THRU 12/25/22			
						ACCOUNT TOTAL	122.49	.00	122.49
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1193		07/23 AP		01/01/23	0398156	SCHREIBER, KURT	177.63		01/19/23
						RMB:UNIFORM ALLOWANCE			
1193		07/23 AP		12/10/22	0398155	REA, KARI	123.04		01/19/23
						RMB:UNIFORM ALLOWANCE			
						ACCOUNT TOTAL	300.67	.00	300.67
101-6613-433.85-01 UTILITIES / UTILITIES									
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	893.61		01/27/23
						UTILITIES THRU 01/01/23			
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	307.51		01/13/23
						UTILITIES THRU 12/25/22			
						ACCOUNT TOTAL	1,201.12	.00	1,201.12
101-6616-446.85-01 UTILITIES / UTILITIES									
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	6,835.07		01/27/23
						UTILITIES THRU 01/01/23			
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	3,829.46		01/13/23
						UTILITIES THRU 12/25/22			
						ACCOUNT TOTAL	10,664.53	.00	10,664.53
101-6623-423.85-01 UTILITIES / UTILITIES									
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	1,823.84		01/13/23
						UTILITIES THRU 12/25/22			
						ACCOUNT TOTAL	1,823.84	.00	1,823.84
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
1140		07/23 AP		01/01/23	0398132	CENTURYLINK	63.13		01/11/23

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 07/2023

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						continued			
CEDAR RIVER GAUGE-JAN'23									
ACCOUNT TOTAL							63.13	.00	63.13
101-6633-423.85-01 UTILITIES / UTILITIES									
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	1,638.00		01/27/23
UTILITIES THRU 01/01/23									
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	1,616.87		01/13/23
UTILITIES THRU 12/25/22									
ACCOUNT TOTAL							3,254.87	.00	3,254.87
FUND TOTAL							94,208.38	53.85	94,154.53
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF									
1140		07/23 AP		01/10/23	0398134	DEBT SERVICE	3,359.42		01/11/23
PROPERTY TAX PAYMENT									
1140		07/23 AP		01/10/23	0398129	CAPITAL PROJECTS FUND	72,813.16		01/11/23
PROPERTY TAX PAYMENT									
1140		07/23 AP		01/10/23	0398129	CAPITAL PROJECTS FUND	8.07		01/11/23
PROPERTY TAX PAYMENT									
1140		07/23 AP		01/10/23	0398129	CAPITAL PROJECTS FUND	1,015.06		01/11/23
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL							77,195.71	.00	77,195.71
FUND TOTAL							77,195.71	.00	77,195.71
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	139.50		01/27/23
UTILITIES THRU 01/01/23									
ACCOUNT TOTAL							139.50	.00	139.50
206-6637-436.82-01 COMMUNICATION / TELEPHONE									
1211		07/23 AP		01/06/23	0398174	U.S. CELLULAR	17.09		01/25/23
CELL PHONE:1/6-2/5/23									
ACCOUNT TOTAL							17.09	.00	17.09

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.85-01 UTILITIES / UTILITIES											
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	431.37		01/27/23		
		UTILITIES THRU 01/01/23									
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	5,441.73		01/13/23		
		UTILITIES THRU 12/25/22									
		ACCOUNT TOTAL						5,873.10	.00	5,873.10	
206-6647-436.85-01 UTILITIES / UTILITIES											
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	512.81		01/27/23		
		UTILITIES THRU 01/01/23									
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	2,604.01		01/13/23		
		UTILITIES THRU 12/25/22									
		ACCOUNT TOTAL						3,116.82	.00	3,116.82	
		FUND TOTAL						9,146.51	.00	9,146.51	
FUND 215 HOSPITAL FUND											
FUND 216 POLICE BLOCK GRANT FUND											
FUND 217 SECTION 8 HOUSING FUND											
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED											
1248		07/23 AP		12/01/22	0038997	GLEESON II, JAMES G.		800.00	01/30/23		
		VOID CHECK LOST HAP_Prior D 122022									
1162		07/23 AP		08/01/22	0039123	GOV, LLC	1,100.00		01/13/23		
		HAP_Guzzle T 082022 REISSUE CK# 38699									
1162		07/23 AP		08/01/22	0039124	HAGEDORN, JEREMIAH	796.00		01/13/23		
		HAP_Gottfried L 082022 REISSUE CK# 38700									
1248		07/23 AP		08/01/22	0038699	GOV, LLC		1,100.00	01/30/23		
		VOID CHECK LOST HAP_Guzzle T 082022									
1248		07/23 AP		08/01/22	0038700	HAGEDORN, JEREMIAH		796.00	01/30/23		
		VOID CHECK LOST HAP_Gottfried L 082022									
		ACCOUNT TOTAL						1,896.00	2,696.00	800.00-	
		FUND TOTAL						1,896.00	2,696.00	800.00-	
FUND 223 COMMUNITY BLOCK GRANT											
223-2224-432.88-58 OUTSIDE AGENCIES / OPERATION THRESHOLD											
1140		07/23 AP		01/05/23	0004787	OPERATION THRESHOLD	5,878.43		01/11/23		
		CV3 CARES ACT 2ND QTR '23									
		PROJECT#: 022354									
		ACCOUNT TOTAL						5,878.43	.00	5,878.43	

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
FUND TOTAL							5,878.43	.00	5,878.43	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
1237		07/23 AP		01/26/23	0398175	BLACK HAWK CO.RECORDER WARRANTY DEED/DEED FEE	27.00			01/27/23
PROJECT#: 023283										
1211		07/23 AP		01/25/23	0398172	TIGERHAWK RENTALS, LLC FEE ACQUISITION/TEMP.EASE	6,135.28			01/25/23
PROJECT#: 023283										
1211		07/23 AP		01/25/23	0398165	BLACK HAWK CO.RECORDER TRANSFER TAX	8.00			01/25/23
PROJECT#: 023283										
1211		07/23 AP		01/25/23	0398166	BLACK HAWK CO.TREASURER PRO-RATED REAL ESTATE TAX	229.72			01/25/23
PROJECT#: 023283										
1162		07/23 AP		01/13/23	0398141	DEV PROPERTIES, LLC FEE ACQUISITION/TEMP.EASE	1,710.00			01/13/23
PROJECT#: 023283										
1140		07/23 AP		01/10/23	0398133	DANIEL CLASBY & NICOLA WILSON\ MAIN ST. RECONSTRUCTION	875.00			01/11/23
PROJECT#: 023283										
ACCOUNT TOTAL							8,985.00	.00	8,985.00	
FUND TOTAL							8,985.00	.00	8,985.00	
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
1237		07/23 AP		01/24/23	0398180	SIMPSON, MARK ANNOUNCER	120.00			01/27/23
PROJECT#: 759										
1237		07/23 AP		01/24/23	0398179	LONGNECKER, JEREMIAH ANNOUNCER	100.00			01/27/23
PROJECT#: 759										
1237		07/23 AP		01/24/23	0398177	DEWITT, JASON CAMERA OPERATOR	100.00			01/27/23
PROJECT#: 759										
1237		07/23 AP		01/24/23	0398178	KRESS, AGNES M CAMERA OPERATOR	100.00			01/27/23
PROJECT#: 759										
1237		07/23 AP		01/24/23	0398182	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00			01/27/23
PROJECT#: 759										
1237		07/23 AP		01/24/23	0398181	STOW, CHRISTIAN CAMERA OPERATOR	100.00			01/27/23
PROJECT#: 759										

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 759										
1237		07/23 AP		01/24/23	0398183	WALTERS, CLAYTON CAMERA OPERATOR	100.00			01/27/23
PROJECT#: 759										
1193		07/23 AP		01/17/23	0398157	SIMPSON, MARK ANNOUNCER	120.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/17/23	0398163	WILLIAMS, BRETT L ANNOUNCER	100.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/17/23	0398153	DEWITT, JASON CAMERA OPERATOR	100.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/17/23	0398154	KRESS, AGNES M CAMERA OPERATOR	100.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/17/23	0398161	WALTERS, CLAYTON CAMERA OPERATOR	100.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/17/23	0398158	STOW, CHRISTIAN CAMERA OPERATOR	100.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/14/23	0398160	THORN, KEVIN CAMERA OPERATOR	150.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/14/23	0398151	BENSON, ERIC CAMERA OPERATOR	150.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/13/23	0398157	SIMPSON, MARK ANNOUNCER	225.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/13/23	0398162	WELLS, BRADLEY ANNOUNCER	225.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/13/23	0398153	DEWITT, JASON CAMERA OPERATOR	180.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/13/23	0398159	SURMA, JOSEPH EDWARD CAMERA OPERATOR	180.00			01/19/23
PROJECT#: 759										
1193		07/23 AP		01/13/23	0398154	KRESS, AGNES M CAMERA OPERATOR	180.00			01/19/23
PROJECT#: 759										
1162		07/23 AP		01/10/23	0398142	DEWITT, JASON UNI BB V. MURRAY STATE	170.00			01/13/23
PROJECT#: 756										
1162		07/23 AP		01/10/23	0398146	WALTERS, CLAYTON UNI BB V. MURRAY STATE	150.00			01/13/23
PROJECT#: 756										
1162		07/23 AP		01/10/23	0398143	HUNT, PHILLIP UNI BB V. MURRAY STATE	170.00			01/13/23

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 756										
1162		07/23 AP		01/10/23	0398145	SURMA, JOSEPH EDWARD	170.00			01/13/23
UNI BB V. MURRAY STATE										
PROJECT#: 756										
1211		07/23 AP		01/06/23	0398170	KRESS, AGNES M	100.00			01/25/23
CF GIRLS BB V. LINN-MAR CAMERA OPERATOR										
PROJECT#: 759										
ACCOUNT TOTAL							3,390.00	.00	3,390.00	
FUND TOTAL							3,390.00	.00	3,390.00	
FUND 258 PARKING FUND										
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	15.75			01/13/23
UTILITIES THRU 12/25/22										
ACCOUNT TOTAL							15.75	.00	15.75	
FUND TOTAL							15.75	.00	15.75	
FUND 261 TOURISM & VISITORS										
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1211		07/23 AP		12/31/22	0398167	BOLANDER, ADAM	37.50			01/25/23
RMB:MILEAGE-9/22-12/13/22										
ACCOUNT TOTAL							37.50	.00	37.50	
261-2291-423.85-01 UTILITIES / UTILITIES										
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	1,171.19			01/13/23
UTILITIES THRU 12/25/22										
ACCOUNT TOTAL							1,171.19	.00	1,171.19	
FUND TOTAL							1,208.69	.00	1,208.69	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1056		08/23 AP		12/30/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.81			01/26/23
X-ACTO REPLACEMENT BLADES										
ACCOUNT TOTAL							5.81	.00	5.81	

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01 UTILITIES / UTILITIES										
1056		08/23 AP		01/05/23	0000000	CEDAR FALLS UTILITIES	1,237.45			01/26/23
						COMMUNITY CENTR UTILITIES				
1162		07/23 AP		12/25/22	0398140	CEDAR FALLS UTILITIES	114.56			01/13/23
						UTILITIES THRU 12/25/22				
ACCOUNT TOTAL							1,352.01	.00	1,352.01	
FUND TOTAL							1,357.82	.00	1,357.82	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 2022 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION										
1237		07/23 AP		01/10/23	0398176	CEDAR FALLS UTILITIES	442.22			01/27/23
						UTILITIES THRU 01/01/23				
ACCOUNT TOTAL							442.22	.00	442.22	
FUND TOTAL							442.22	.00	442.22	

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	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					2006 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				
551-6685-436.85-01					UTILITIES / UTILITIES				
1237		07/23 AP		01/10/23 0398176	CEDAR FALLS UTILITIES	2,510.84			01/27/23
					UTILITIES THRU 01/01/23				
1162		07/23 AP		12/25/22 0398140	CEDAR FALLS UTILITIES	3,075.14			01/13/23
					UTILITIES THRU 12/25/22				
					ACCOUNT TOTAL	5,585.98	.00	5,585.98	
551-6685-436.86-34					REPAIR & MAINTENANCE / BILLING & COLLECTING				
1162		07/23 AP		12/25/22 0398140	CEDAR FALLS UTILITIES	6,190.00			01/13/23
					UTILITIES THRU 12/25/22				
					ACCOUNT TOTAL	6,190.00	.00	6,190.00	
551-6685-436.87-02					RENTALS / MATERIAL DISPOSAL/HANDLIN				
1211		07/23 AP		01/15/23 0398164	BLACK HAWK CO.LANDFILL	18,869.11			01/25/23
					LANDFILL SRV:1/1-1/15				01/01/23-01/15/23
1162		07/23 AP		12/31/22 0398138	BLACK HAWK CO.LANDFILL	18,203.90			01/13/23
					LANDFILL SRV:12/16-12/31				12/16/22-12/31/22
					ACCOUNT TOTAL	37,073.01	.00	37,073.01	
					FUND TOTAL	48,848.99	.00	48,848.99	
FUND 552					SEWER RENTAL FUND				
552-6655-436.85-01					UTILITIES / UTILITIES				
1237		07/23 AP		01/10/23 0398176	CEDAR FALLS UTILITIES	15,493.89			01/27/23
					UTILITIES THRU 01/01/23				
1162		07/23 AP		12/25/22 0398140	CEDAR FALLS UTILITIES	9,881.88			01/13/23
					UTILITIES THRU 12/25/22				
					ACCOUNT TOTAL	25,375.77	.00	25,375.77	

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-1237	436.96-82	07/23 AP		01/26/23	0398175 OAK PARK SEWER REPLACE BLACK HAWK CO.RECORDER	32.00		01/27/23	
					3182-LOT#122-OAK PARK SAN SEWER.TEMP.EASE.-HUSAIN				
PROJECT#: 023182									
ACCOUNT TOTAL						32.00	.00	32.00	
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
552-6665-1211	07/23 AP	11/23/22		0398169	GRIFFIN, TYLER	32.29		01/25/23	
RMB:REG:OPERATOR 4 TEST IA DNR-MASON CITY, IA									
ACCOUNT TOTAL						32.29	.00	32.29	
552-6665-436.85-01 UTILITIES / UTILITIES									
552-6665-1162	07/23 AP	12/25/22		0398140	CEDAR FALLS UTILITIES	15,208.20		01/13/23	
UTILITIES THRU 12/25/22									
ACCOUNT TOTAL						15,208.20	.00	15,208.20	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
552-6665-1211	07/23 AP	01/15/23		0398164	BLACK HAWK CO.LANDFILL	61.26		01/25/23	
LANDFILL SRV:1/1-1/15 01/01/23-01/15/23									
552-6665-1162	07/23 AP	12/31/22		0398138	BLACK HAWK CO.LANDFILL	43.52		01/13/23	
LANDFILL SRV:12/16-12/31 12/16/22-12/31/22									
ACCOUNT TOTAL						104.78	.00	104.78	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
552-6665-1162	07/23 AP	12/25/22		0398140	CEDAR FALLS UTILITIES	6,190.00		01/13/23	
UTILITIES THRU 12/25/22									
ACCOUNT TOTAL						6,190.00	.00	6,190.00	
FUND TOTAL						46,943.04	.00	46,943.04	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-1237	432.85-01	07/23 AP		01/10/23	0398176 CEDAR FALLS UTILITIES	45.23		01/27/23	
UTILITIES THRU 01/01/23									
ACCOUNT TOTAL						45.23	.00	45.23	

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY									
555-6630-432.86-34					REPAIR & MAINTENANCE / BILLING & COLLECTING				
1162		07/23 AP		12/25/22	0398140 CEDAR FALLS UTILITIES	6,190.00			01/13/23
					UTILITIES THRU 12/25/22				
					ACCOUNT TOTAL	6,190.00	.00	6,190.00	
					FUND TOTAL	6,235.23	.00	6,235.23	
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-43					PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES				
1211		07/23 AP		01/10/23	0398168 CEDAR FALLS UTILITIES	15.00			01/25/23
					LIBRARY DOMAIN NAME STATIC IP ADDRESS				
					ACCOUNT TOTAL	15.00	.00	15.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1140		07/23 AP		01/01/23	0398131 CENTURYLINK	74.13			01/11/23
					CITY PHONE SERV.-JAN'23				
					ACCOUNT TOTAL	74.13	.00	74.13	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
1211		07/23 AP		01/10/23	0398168 CEDAR FALLS UTILITIES	3,320.00			01/25/23
					FIBERPOINT:12/11-01/10/23				
					ACCOUNT TOTAL	3,320.00	.00	3,320.00	
					FUND TOTAL	3,409.13	.00	3,409.13	
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10					INSURANCE / HEALTH SEVERANCE PAYMENTS				
1181		07/23 AP		01/16/23	0398148 LUX, JOSH	105.22			01/17/23
					RMB:HEALTH SEV.1/2 JAN'23				
1140		07/23 AP		01/10/23	0398127 ANDERSON, ALETA L.	170.10			01/11/23
					RMB:DEC. 2022 HEALTH SEV. MEDICARE-ALETA				
1140		07/23 AP		01/10/23	0398127 ANDERSON, ALETA L.	170.10			01/11/23
					RMB:DEC. 2022 HEALTH SEV. MEDICARE-RICHARD				
1162		07/23 AP		01/10/23	0398144 REGENOLD, SHARON K.	261.17			01/13/23
					RMB: DEC.2022 HEALTH SEV.				
1140		07/23 AP		01/09/23	0398136 JEHLE, STEVEN	1,020.60			01/11/23
					RMB:JUL-DEC'22 HEALTH SEV MEDICARE				
1140		07/23 AP		01/09/23	0398136 JEHLE, STEVEN	872.16			01/11/23

PREPARED 01/31/2023, 9:06:29
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS							continued			
RMB:JUL-DEC'22 HEALTH SEV							MEDICARE SUPPLEMENT			
1140		07/23 AP		01/09/23	0398136	JEHLE, STEVEN	175.80			01/11/23
RMB:JUL-DEC'22 HEALTH SEV							PRESCRIPTION			
ACCOUNT TOTAL							2,775.15	.00	2,775.15	
FUND TOTAL							2,775.15	.00	2,775.15	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
FUND 724 TRUST & AGENCY										
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND										
1140		07/23 AP		01/10/23	0398135	GENERAL FUND	17,610.20			01/11/23
PROPERTY TAX PAYMENT										
ACCOUNT TOTAL							17,610.20	.00	17,610.20	
FUND TOTAL							17,610.20	.00	17,610.20	
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
GRAND TOTAL							329,546.25	2,749.85	326,796.40	

COUNCIL INVOICES FOR 2/6/23 MEETING

Item 23.

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 07/2023

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								
1239		08/23 AP	01/25/23 0000000		01/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.74		01/31/23	
			TABLOID PAPER, SIGN FLAGS								
1239		08/23 AP	01/25/23 0000000		01/25/23	0000000	KIRK GROSS COMPANY	30.25		01/31/23	
			NAME PLATE HLDR-BELLINGER								
1216		08/23 AP	01/17/23 0000000		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.60		01/31/23	
			POST-ITS, PENS								
1216		08/23 AP	01/17/23 0000000		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.49		01/31/23	
			COPY PAPER								
1154		08/23 AP	12/31/22 0000000		12/31/22	0000000	CULLIGAN WATER CONDITIONING	12.05		01/31/23	
			WATER-606 UNION ROAD								
			ACCOUNT TOTAL					89.13	.00	89.13	
101-1008-441.86-01			REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1154		08/23 AP	12/03/22 0000000		12/03/22	0000000	SHRED-IT USA	52.38		01/31/23	
			ON-SITE DOC. DESTRUCTION				TICKET #8151148547				
			ACCOUNT TOTAL					52.38	.00	52.38	
101-1026-441.71-01			OFFICE SUPPLIES / OFFICE SUPPLIES								
1239		08/23 AP	01/25/23 0000000		01/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.10		01/31/23	
			TABLOID PAPER, SIGN FLAGS								
1216		08/23 AP	01/17/23 0000000		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.24		01/31/23	
			POST-ITS, PENS								
1216		08/23 AP	01/17/23 0000000		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70		01/31/23	
			COPY PAPER								
1154		08/23 AP	12/31/22 0000000		12/31/22	0000000	CULLIGAN WATER CONDITIONING	4.82		01/31/23	
			WATER-606 UNION ROAD								
			ACCOUNT TOTAL					17.86	.00	17.86	
101-1028-441.71-01			OFFICE SUPPLIES / OFFICE SUPPLIES								
1239		08/23 AP	01/25/23 0000000		01/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	16.99		01/31/23	
			TABLOID PAPER, SIGN FLAGS								
1216		08/23 AP	01/17/23 0000000		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.45		01/31/23	
			POST-ITS, PENS								
1216		08/23 AP	01/17/23 0000000		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	34.19		01/31/23	
			COPY PAPER								
1154		08/23 AP	12/31/22 0000000		12/31/22	0000000	CULLIGAN WATER CONDITIONING	16.05		01/31/23	
			WATER-606 UNION ROAD								
			ACCOUNT TOTAL					74.68	.00	74.68	
101-1038-441.71-01			OFFICE SUPPLIES / OFFICE SUPPLIES								
1239		08/23 AP	01/25/23 0000000		01/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.10		01/31/23	

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1038-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			continued
						TABLOID PAPER, SIGN FLAGS			
1239		08/23 AP		01/25/23	0000000	KIRK GROSS COMPANY	45.25		01/31/23
						NAME PLATE-C LUHRING			
1216		08/23 AP		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.24		01/31/23
						POST-ITS, PENS			
1216		08/23 AP		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.79		01/31/23
						COPY PAPER			
1154		08/23 AP		12/31/22	0000000	CULLIGAN WATER CONDITIONING	4.82		01/31/23
						WATER-606 UNION ROAD			
						ACCOUNT TOTAL	80.20	.00	80.20
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
						OFFICE EXPRESS OFFICE PRODUCT			
1216		08/23 AP		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		01/31/23
						COPY PAPER			
						ACCOUNT TOTAL	2.28	.00	2.28
101-1038-441.81-50						PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS			
						MERCYONE OCCUPATIONAL HEALTH			
1239		08/23 AP		01/11/23	0000000	MERCYONE OCCUPATIONAL HEALTH	1,512.00		01/31/23
						PRE-EMPLOY.PHYS-DEC'22			
						ACCOUNT TOTAL	1,512.00	.00	1,512.00
101-1038-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS			
						MERCYONE OCCUPATIONAL HEALTH			
1239		08/23 AP		01/11/23	0000000	MERCYONE OCCUPATIONAL HEALTH	200.00		01/31/23
						POST-EMPLOY.PHYS-DEC'22			
						ACCOUNT TOTAL	200.00	.00	200.00
101-1038-441.81-52						PROFESSIONAL SERVICES / DRUG TESTING			
						MERCYONE OCCUPATIONAL HEALTH			
1239		08/23 AP		01/11/23	0000000	MERCYONE OCCUPATIONAL HEALTH	573.00		01/31/23
						EE DRUG TESTING-DEC'22			
						ACCOUNT TOTAL	573.00	.00	573.00
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES			
						CEDAR VALLEY SAVER, INC.			
1239		08/23 AP		01/20/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		01/31/23
						JOB AD:PT LIBRARY ASST.			
						01/19/23 DISPLAY/WEB AD			
1239		08/23 AP		01/19/23	0000000	PROTHMAN	5,500.00		01/31/23
						PRINC.ENGR.SOURCING FEE			
1239		08/23 AP		01/19/23	0000000	PROTHMAN	3,340.00		01/31/23
						REIMBURSABLE EXPENSES			
1239		08/23 AP		12/31/22	0000000	REGISTER MEDIA	790.65		01/31/23

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES JOB AD:WASTE WATER			
						12/8/22,12/19/22,12/11-25			continued
						ACCOUNT TOTAL	9,705.65	.00	9,705.65
101-1038-441.81-55						PROFESSIONAL SERVICES / EMPLOYEE ASSISTANCE PROG			
1239		08/23 AP		12/31/22	0000000	MERCYONE EMPL.ASSISTANCE PROGRAM	75.00		01/31/23
						ACCOUNT TOTAL	75.00	.00	75.00
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1239		08/23 AP		01/25/23	0000000	OFFICE EXPRESS OFFICE PRODUCT TABLOID PAPER, SIGN FLAGS	2.55		01/31/23
1216		08/23 AP		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT POST-ITS, PENS	1.12		01/31/23
1216		08/23 AP		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.56		01/31/23
1154		08/23 AP		12/31/22	0000000	CULLIGAN WATER CONDITIONING WATER-606 UNION ROAD	2.41		01/31/23
						ACCOUNT TOTAL	10.64	.00	10.64
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS			
1216		08/23 AP		02/01/23	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-FEB'23	2,600.00		01/31/23
1216		08/23 AP		02/01/23	0000000	AHLERS AND COONEY, P.C. LEGAL SERVICES-FEB'23	3,900.00		01/31/23
1216		08/23 AP		01/09/23	0000000	SWISHER & COHRT, P.L.C. LGL:CF V. B.C. WENTZEL	195.00		01/31/23
1154		08/23 AP		01/01/23	0000000	REDFERN,MASON,LARSEN & MOORE, LGL:GREENHILL VILL.9TH AD	19.00		01/31/23
						PROJECT#: 023006			
1154		08/23 AP		12/01/22	0000000	REDFERN,MASON,LARSEN & MOORE, LGL:GREENHILL VILL.9TH AD	380.00		01/31/23
						PROJECT#: 023006			
						ACCOUNT TOTAL	7,094.00	.00	7,094.00
101-1048-441.81-30						PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT			
1216		08/23 AP		02/01/23	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-FEB'23	1,000.00		01/31/23
						ACCOUNT TOTAL	1,000.00	.00	1,000.00

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-1118-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1216		08/23 AP		01/17/23	0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28		01/31/23
ACCOUNT TOTAL						2.28	.00	2.28
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1216		08/23 AP		01/17/23	0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28		01/31/23
ACCOUNT TOTAL						2.28	.00	2.28
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT								
1250		07/23 AP		09/26/22	0141526 SHIRT SHACK INC., THE		1,022.77	01/30/23
					VOID CHECK DUPLICATE PYMT PINK BADGE T-SHIRST			
1250		07/23 AP		09/26/22	0141526 SHIRT SHACK INC., THE	1,022.77		01/30/23
					VOID CHECK DUPLICATE PYMT ACCT/DESCRIPT. CORRECTION			
ACCOUNT TOTAL						1,022.77	1,022.77	.00
101-1199-421.31-12 HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP								
1212		08/23 AP		01/16/23	0000000 SIGNS BY TOMORROW	42.00		01/31/23
					TALES OF BULGARIAN ROSE EXHIBIT LABELS			
1212		08/23 AP		01/13/23	0000000 SIGNS & DESIGNS, INC.	40.00		01/31/23
					VINYL FOR BULGARIAN ROSE EXHIBITION			
1212		08/23 AP		01/06/23	0000000 KAREN'S PRINT-RITE	354.00		01/31/23
					TALES OF BULGARIA POSTCARDS			
ACCOUNT TOTAL						436.00	.00	436.00
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT								
1216		08/23 AP		01/17/23	0000000 PFM FINANCIAL ADVISORS LLC CONTINUING DISCLOSURE SERVICES	2,000.00		01/31/23
ACCOUNT TOTAL						2,000.00	.00	2,000.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY								
1216		08/23 AP		01/02/23	0000000 BMI	421.00		01/31/23
					RENEW 2023 BACK MUSIC LIC NON-CABLE BROADCAST ACCT.			
1154		08/23 AP		12/09/22	0000000 IOWA STATE UNIV-TREASURER	6,000.00		01/31/23
					GOAL SETTING PROCESS FY24 12/9/21			
ACCOUNT TOTAL						6,421.00	.00	6,421.00

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2205-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1151		08/23 AP		01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	6.29			01/31/23
						ACCOUNT TOTAL	6.29	.00	6.29	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1239		08/23 AP		01/25/23	0000000	KIRK GROSS COMPANY	30.25			01/31/23
						NAME PLATE HOLDER-ASHE				
1151		08/23 AP		01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	22.48			01/31/23
						ACCOUNT TOTAL	52.73	.00	52.73	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	93.75			01/31/23
						CODE SNOW-3403 ROUND				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	62.50			01/31/23
						CODE SNOW-4716 BRIARWOOD				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	93.75			01/31/23
						CODE SNOW-210 W 22ND				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	62.50			01/31/23
						CODE SNOW-1022 W 22ND				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	187.50			01/31/23
						CODE SNOW-1122 W 22ND				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	156.25			01/31/23
						CODE SNOW-410 W 22ND				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	62.50			01/31/23
						CODE SNOW-818 W SEERLEY				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	125.00			01/31/23
						CODE SNOW-804 W SEERLEY				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	62.50			01/31/23
						CODE SNOW-2413 OLIVE				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	125.00			01/31/23
						CODE SNOW-2503 OLIVE				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	156.25			01/31/23
						CODE SNOW-2522 WALNUT				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	62.50			01/31/23
						CODE SNOW-514 W SEERLEY				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	62.50			01/31/23
						CODE SNOW-710 W 22ND				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	62.50			01/31/23
						CODE SNOW-2208 WALNUT				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	187.50			01/31/23
						CODE SNOW-824 W 7TH				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	62.50			01/31/23
						CODE SNOW-1103 COLLEGE				
1217		08/23 AP		01/03/23	0000000	PROFESSIONAL LAWN CARE, LLC	93.75			01/31/23

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES						continued		
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		01/31/23
CODE SNOW-2221 MAIN								
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		01/31/23
CODE SNOW-2301 MAIN								
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	93.75		01/31/23
CODE SNOW-2303 MAIN								
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	156.25		01/31/23
CODE SNOW-1915 MAIN								
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		01/31/23
CODE SNOW-1922 VALLEY PRK								
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	125.00		01/31/23
CODE SNOW-1926 VALLEY PRK								
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	62.50		01/31/23
CODE SNOW-1804 WATERLOO								
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	93.75		01/31/23
CODE SNOW-1632 EAST								
1217		08/23 AP		01/03/23	0000000 PROFESSIONAL LAWN CARE, LLC	406.25		01/31/23
CODE SNOW-808 E 18TH								
CODE SNOW-5826 UNIVERSITY								
ACCOUNT TOTAL						2,843.75	.00	2,843.75
101-2235-412.72-16 OPERATING SUPPLIES / TOOLS								
1217		08/23 AP		01/09/23	0000000 JOHNSTONE SUPPLY OF WATERLOO THERMOMETERS	53.90		01/31/23
ACCOUNT TOTAL						53.90	.00	53.90
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
1217		08/23 AP		01/19/23	0000000 IOWA CHAPTER-IAPMO JASON MAI	30.00		01/31/23
2023 MEMBERSHIP DUES								
ACCOUNT TOTAL						30.00	.00	30.00
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1151		08/23 AP		01/10/23	0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	17.98		01/31/23
ACCOUNT TOTAL						17.98	.00	17.98
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1239		08/23 AP		01/12/23	0000000 DENTONS DAVIS BROWN PC	68.00		01/31/23
LGL:RE:IMMIGRATION 12/21/22								
ACCOUNT TOTAL						68.00	.00	68.00

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1232		08/23 AP		01/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	44.75		01/31/23
						FILE FOLDERS			
1213		08/23 AP		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.42		01/31/23
						KEY TAGS			
1213		08/23 AP		01/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	74.74		01/31/23
						MPR TRASH CAN			
1179		08/23 AP		01/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.92		01/31/23
						SHEET PROTECTORS			
1179		08/23 AP		01/06/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	36.35		01/31/23
						WHITEOUT/CALCULATOR			
						ACCOUNT TOTAL	166.18	.00	166.18
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
1213		08/23 AP		01/10/23	0000000	XPRESSIONS	172.00		01/31/23
						YOUTH PROGRAM SHIRTS			
1213		08/23 AP		01/10/23	0000000	XPRESSIONS	559.00		01/31/23
						YOUTH PROGRAM SHIRTS			
						ACCOUNT TOTAL	731.00	.00	731.00
101-2253-423.73-55 OTHER SUPPLIES / MEDIA									
1213		08/23 AP		10/31/22	0000000	ICAN, INC.	200.00		01/31/23
						MEDIA			
						ACCOUNT TOTAL	200.00	.00	200.00
101-2253-423.85-01 UTILITIES / UTILITIES									
1179		08/23 AP		01/11/23	0000000	IWMC	58.00		01/31/23
						WATER MANAGEMENT SERVICE			
						ACCOUNT TOTAL	58.00	.00	58.00
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
1213		08/23 AP		01/20/23	0000000	ARAMARK	26.25		01/31/23
						REC CTR MATS			
1213		08/23 AP		01/17/23	0000000	H2I GROUP	1,957.00		01/31/23
						BASKETBALL HOOP REPAIR			
1213		08/23 AP		12/22/22	0000000	CITY LAUNDERING CO.	78.42		01/31/23
						RESTOCK FIRST AID CABINET			
1213		08/23 AP		11/09/22	0000000	CITY LAUNDERING CO.	65.81		01/31/23
						RESTOCK FIRST AID CABINET			
1213		08/23 AP		09/15/22	0000000	CITY LAUNDERING CO.	85.69		01/31/23
						RESTOCK FIRST AID CABINET			
1213		08/23 AP		07/13/22	0000000	CITY LAUNDERING CO.	77.98		01/31/23

PREPARED 01/31/2023, 8:59:32
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-2253-423.86-30					REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP RESTOCK FIRST AID CABINET				continued
					ACCOUNT TOTAL	2,291.15	.00	2,291.15	
101-2253-423.86-31					REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.				
1232		08/23 AP		01/12/23	0000000 FASTENAL COMPANY EPOXY FOR PUMP BASES	153.86			01/31/23
					ACCOUNT TOTAL	153.86	.00	153.86	
101-2280-423.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
1212		08/23 AP		01/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT ADDRESS LABELS	179.08			01/31/23
					ACCOUNT TOTAL	179.08	.00	179.08	
101-2280-423.72-71					OPERATING SUPPLIES / GALLERY SUPPLIES				
1212		08/23 AP		01/19/23	0000000 SIGNS BY TOMORROW PERMENENT COLLECTION EXHIBIT LABELS	10.00			01/31/23
1212		08/23 AP		01/06/23	0000000 VAN DOREN'S, LLC PERM COLL PLEXI CUT & MAT	79.00			01/31/23
					ACCOUNT TOTAL	89.00	.00	89.00	
101-2280-423.73-01					OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
1212		08/23 AP		01/18/23	0000000 O'DONNELL ACE HARDWARE CLING WRAP & COMMAND HOOKS	34.68			01/31/23
1212		08/23 AP		01/09/23	0000000 O'DONNELL ACE HARDWARE HEAVY PLASTIC DROPCLOTH ,BUCKETS,DUSTPAN	41.24			01/31/23
					ACCOUNT TOTAL	75.92	.00	75.92	
101-2280-423.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1212		08/23 AP		01/20/23	0000000 ARAMARK	13.74			01/31/23
1212		08/23 AP		01/06/23	0000000 CEDAR VALLEY CHAMBER MUSIC MAT SERVICES PERFORM A CONCERT 2/14/23	800.00			01/31/23
					ACCOUNT TOTAL	813.74	.00	813.74	
101-2280-423.81-61					PROFESSIONAL SERVICES / PROMOTIONS				
1212		08/23 AP		12/31/22	0000000 IOWA PUBLIC RADIO, INC. FALL 2022 IPR ADS, PART 2 GENERAL	235.20			01/31/23

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS						continued			
ACCOUNT TOTAL						235.20	.00	235.20	
101-2280-423.93-01 EQUIPMENT / EQUIPMENT									
1212		08/23	AP	01/18/23	0000000 KIRK GROSS COMPANY	634.39			01/31/23
					3 DESKS FOR EMPLOYEE OFFICE MOVE=DESKTOPS				
1212		08/23	AP	01/18/23	0000000 KIRK GROSS COMPANY	1,560.13			01/31/23
					3 DESKS FOR EMPLOYEE OFFICE MOVE=DESK BASE				
1212		08/23	AP	01/18/23	0000000 KIRK GROSS COMPANY	300.00			01/31/23
					CUBICLE DIVIDER PANELS FOR OFFICE MOVE				
ACCOUNT TOTAL						2,494.52	.00	2,494.52	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1216		08/23	AP	01/17/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.56			01/31/23
					COPY PAPER				
ACCOUNT TOTAL						4.56	.00	4.56	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
1227		08/23	AP	01/20/23	0000000 ARAMARK	24.60			01/31/23
					TOWELS,MATS-PSS BUILDING				
1223		08/23	AP	01/20/23	0000000 ARAMARK	7.25			01/31/23
					TOWELS&MATS-STATION #2				
ACCOUNT TOTAL						31.85	.00	31.85	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES									
1223		08/23	AP	01/23/23	0000000 CARDIO PARTNER RESOURCES, LLC	168.00			01/31/23
					4 AED ADULT SMART PADS II				
1223		08/23	AP	01/10/23	0000000 MASIMO AMERICAS, INC.	9.00			01/31/23
					SHIPPING FOR OXIMETER 501				
1223		08/23	AP	01/09/23	0000000 MASIMO AMERICAS, INC.	695.00			01/31/23
					PULSE CO-OXIMETER FOR 501 RAD-57				
1223		08/23	AP	01/05/23	0000000 EMERGENCY MEDICAL PRODUCTS, I	283.28			01/31/23
					GLUTOSE TUBE;MASKS;ASPRIN TEST STRIPS;BP MONITOR				
1223		08/23	AP	01/05/23	0000000 EMERGENCY MEDICAL PRODUCTS, I	2.64			01/31/23
					ENERGIZ 3V LITH BATTERY				
1223		08/23	AP	01/05/23	0000000 SANDRY FIRE SUPPLY, L.L.C.	486.15			01/31/23
					4 GAS MONITOR FOR MBO BAG ENGINE #501/502				
1223		08/23	AP	01/04/23	0000000 SANDRY FIRE SUPPLY, L.L.C.	1,190.00			01/31/23
					10 CLASS A FOAM;5G PAILS FOR ENGINE #501/502				
1223		08/23	AP	01/03/23	0000000 S & J SPECIALTIES	643.80			01/31/23
					12 SURVIVOR BATTERIES REPL FOR PPE FLASHLIGHTS				
1223		08/23	AP	12/30/22	0000000 TOYNE, INC.	2,486.96			01/31/23

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES						continued		
1223				08/23 AP 12/27/22 0000000	ELECTROMECH SIREN #501 OUTDOOR & MORE	76.00		01/31/23
				8 PREMIX FUEL 32OZ	SMALL ENGINE RESCUE EQUIP			
ACCOUNT TOTAL						6,040.83	.00	6,040.83
101-4511-414.72-19 OPERATING SUPPLIES / PRINTING								
1223				08/23 AP 01/24/23 0000000	STOREY KENWORTHY FIRE INSPECTIONS MAILINGS	165.00		01/31/23
				#10 REGLAR ENVELOPES				
ACCOUNT TOTAL						165.00	.00	165.00
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT								
1223				08/23 AP 12/16/22 0000000	SANDRY FIRE SUPPLY, L.L.C. GLOBE 14"BOOT,7.5-SCHMIDT	512.25		01/31/23
ACCOUNT TOTAL						512.25	.00	512.25
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES								
1233				08/23 AP 12/31/22 0000000	NAPA AUTO PARTS	395.40		01/31/23
				NAPA PARTS 12/31/22				
1227				08/23 AP 09/15/22 0000000	CITY LAUNDERING CO.	44.93		01/31/23
				RESTOCK FIRST AID KITS				
1223				08/23 AP 07/13/22 0000000	CITY LAUNDERING CO.	95.49		01/31/23
				RESTOCK FIRST AID KITS				
1227				08/23 AP 07/13/22 0000000	CITY LAUNDERING CO.	86.03		01/31/23
				RESTOCK FIRST AID KITS				
ACCOUNT TOTAL						621.85	.00	621.85
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1227				08/23 AP 01/04/23 0000000	EDGE REALTY - PINNACLE PRAIRIE CAM EXPENSES+MGMT FEES	863.35		01/31/23
				CY2022 PINNACLE PRAIRIE				
ACCOUNT TOTAL						863.35	.00	863.35
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1223				08/23 AP 01/10/23 0000000	FIRE SERVICE TRNG. BUREAU FIRE TRAINING TEST-M.ROSS	50.00		01/31/23
				1 CERT FEE - FIRE INSTR 1				
ACCOUNT TOTAL						50.00	.00	50.00
101-4511-414.86-50 REPAIR & MAINTENANCE / SERVICE CONTRACTS								

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.86-50 REPAIR & MAINTENANCE / SERVICE CONTRACTS						continued				
1223		08/23 AP		01/05/23	0000000	MIDWEST BREATHING AIR L.L.C. ANNUAL SERVICE	189.00			01/31/23
						QTRLY AIR TEST				
						ACCOUNT TOTAL	189.00	.00	189.00	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1250		07/23 AP		01/30/23	0141526	SHIRT SHACK INC., THE		1,022.77		01/30/23
						VOID CHECK DUPLICATE PYMT				
1223		08/23 AP		01/24/23	0000000	DINGES FIRE COMPANY	99.74			01/31/23
						VANGUARD FIRE GLOVES 2				
1223		08/23 AP		01/20/23	0000000	GALLS, LLC	75.75			01/31/23
						UNIFORM PANTS-K.HANSON				
						ACCOUNT TOTAL	175.49	1,022.77	847.28	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
1223		08/23 AP		01/17/23	0000000	SANDRY FIRE SUPPLY, L.L.C.	205.85			01/31/23
						2 RETRACTABLE LANYARD FOR THERMAL CAMERA 502&540				
1223		08/23 AP		12/31/22	0000000	DINGES FIRE COMPANY	150.71			01/31/23
						4.5NH DBL ADAPTER #551				
1223		08/23 AP		12/19/22	0000000	DINGES FIRE COMPANY	1,627.36			01/31/23
						2 STRAINERS W/JET;1 ELBOW JET/DRAFT FOR #551				
						ACCOUNT TOTAL	1,983.92	.00	1,983.92	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1227		08/23 AP		01/23/23	0000000	GIBSON SPECIALTY CO.	17.00			01/31/23
						4 MAILBOX LABELS 5/8"X4" GTSB;TASER;TRAIN REQ;PHOT				
1216		08/23 AP		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56			01/31/23
						COPY PAPER				
1227		08/23 AP		01/11/23	0000000	DES MOINES STAMP MFG. CO.	55.15			01/31/23
						2 NOTARY STAMPS HOWARD;COPP				
1227		08/23 AP		01/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	214.30			01/31/23
						PAPER;TAPE;PAPER CLIPS; BINDER;FILE RACK;WHITEOUT				
1227		08/23 AP		01/09/23	0000000	GIBSON SPECIALTY CO.	30.00			01/31/23
						3 WALL NAME PLATE LABELS FIRE CHIEF;POL CHIEF;CA				
1227		08/23 AP		01/02/23	0000000	DES MOINES STAMP MFG. CO.	29.50			01/31/23
						1 NOTARY STAMP; FEY				
						ACCOUNT TOTAL	350.51	.00	350.51	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1227		08/23 AP		01/25/23	0000000	SIGNS BY TOMORROW	823.50			01/31/23
						3 TRAINING SIGN;18MAGNETS LUCK;RICHTER;JENSEN;BERRY				
1227		08/23 AP		01/20/23	0000000	ARAMARK	18.61			01/31/23

PREPARED 01/31/2023, 8:59:32
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued		
MATS-PSS BUILDING								
1227		08/23 AP		01/12/23	0000000 MARTIN BROS.DISTRIBUTING	135.21		01/31/23
CUPS;PLATES - PD KITCHEN								
1227		08/23 AP		01/01/23	0000000 THOMSON REUTERS - WEST	299.93		01/31/23
INVESTIGATIVE SOFTWARE								
1227		08/23 AP		12/27/22	0000000 MENARDS-CEDAR FALLS	53.88		01/31/23
LATH FOR NO PARKING SIGNS								
1154		08/23 AP		12/03/22	0000000 SHRED-IT USA	68.09		01/31/23
ON-SITE DOC. DESTRUCTION								
1227		08/23 AP		09/15/22	0000000 CITY LAUNDERING CO.	44.94		01/31/23
RESTOCK FIRST AID KITS								
1227		08/23 AP		07/13/22	0000000 CITY LAUNDERING CO.	86.03		01/31/23
RESTOCK FIRST AID KITS								
ACCOUNT TOTAL						1,530.19	.00	1,530.19
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT								
1227		08/23 AP		01/16/23	0000000 O'DONNELL ACE HARDWARE	11.68		01/31/23
MAGNET AND ADHESIVE								
ACCOUNT TOTAL						11.68	.00	11.68
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING								
1227		08/23 AP		12/09/22	0000000 COURIER LEGAL COMMUNICATIONS	17.87		01/31/23
NOTICE OF FOUND PROPERTY								
ACCOUNT TOTAL						17.87	.00	17.87
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT								
1227		08/23 AP		01/10/23	0000000 BLACK FLAG ARSENAL, LLC	2,751.80		01/31/23
11 RIFLE;PISTOL;CUFFPOUCH								
ACCOUNT TOTAL						2,751.80	.00	2,751.80
101-5521-415.72-29 OPERATING SUPPLIES / SWAT EQUIPMENT								
1227		08/23 AP		01/10/23	0000000 BLACK FLAG ARSENAL, LLC	4,000.00		01/31/23
11 BALLISTIC VESTS-SWAT								
ACCOUNT TOTAL						4,000.00	.00	4,000.00
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1227		08/23 AP		01/04/23	0000000 EDGE REALTY - PINNACLE PRAIRIE	863.36		01/31/23
CY2022 PINNACLE PRAIRIE								
ACCOUNT TOTAL						863.36	.00	863.36

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-5521-415.83-04					TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
1227		08/23	AP	01/18/23	0000000 FBI NATIONAL ACADEMY	125.00		01/31/23
					2023 DUES-J.HARRENSTEIN			
					ACCOUNT TOTAL	125.00	.00	125.00
101-5521-415.83-06					TRANSPORTATION&EDUCATION / EDUCATION			
1227		08/23	AP	01/03/23	0000000 IOWA LAW ENFORCEMENT ACADEMY	20.00		01/31/23
					ONLINE TRAINING 12/1-31 BELZ;PULS			
					ACCOUNT TOTAL	20.00	.00	20.00
101-5521-415.85-01					UTILITIES / UTILITIES			
1216		08/23	AP	01/17/23	0000000 CEDAR FALLS UTILITIES	1,947.43		01/31/23
					ANNUAL ELECT.CAMERAS CH 11/1/22-10/31/23			
1216		08/23	AP	01/17/23	0000000 CEDAR FALLS UTILITIES	1,577.51		01/31/23
					ANNUAL ELECT.CAMERAS DT 01/01/23-12/31/23			
					ACCOUNT TOTAL	3,524.94	.00	3,524.94
101-5521-415.86-05					REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
1227		08/23	AP	01/06/23	0000000 SIGNS BY TOMORROW	144.75		01/31/23
					REFLECTIVE STRIPE #22			
					ACCOUNT TOTAL	144.75	.00	144.75
101-5521-415.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
1227		08/23	AP	01/09/23	0000000 DICKEY'S PRINTING	160.00		01/31/23
					NAME TAGS-HOWARD;SMITH; HAISLET;HARRENSTEIN;COPP			
					ACCOUNT TOTAL	160.00	.00	160.00
101-5521-415.93-01					EQUIPMENT / EQUIPMENT			
1227		08/23	AP	01/01/23	0000000 AXON ENTERPRISE, INC.	20,566.44		01/31/23
					18 TASERS; FINAL PAYMENT			
					ACCOUNT TOTAL	20,566.44	.00	20,566.44
101-5521-425.81-20					PROFESSIONAL SERVICES / HUMANE SOCIETY			
1227		08/23	AP	01/04/23	0000000 CEDAR BEND HUMANE SOCIETY	2,657.10		01/31/23
					DEC'22 ANIMAL SURRENDER			
1227		08/23	AP	01/01/23	0000000 WATERLOO, CITY OF	5,111.40		01/31/23
					ANIMAL CALLS;12/1-12/31			
1227		08/23	AP	12/01/22	0000000 WATERLOO, CITY OF	4,565.40		01/31/23

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-5521-425.81-20							PROFESSIONAL SERVICES / HUMANE SOCIETY	continued			
							ANIMAL CALLS;11/1-30/22				
ACCOUNT TOTAL								12,333.90	.00	12,333.90	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1180		08/23	AP	01/10/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	6.13		01/31/23	
							OFFICE SUPPLIES, PAPER				
1205		08/23	AP	01/10/23	0000000		MENARDS-CEDAR FALLS	47.95		01/31/23	
							FLOOR CLEANING SUPPLIES				
1233		08/23	AP	12/31/22	0000000		NAPA AUTO PARTS	17.15		01/31/23	
							NAPA PARTS 12/31/22				
1137		08/23	AP	09/15/22	0000000		CITY LAUNDERING CO.	126.95		01/31/23	
							FIRST AID FOR GREENWOOD				
ACCOUNT TOTAL								198.18	.00	198.18	
101-6613-433.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
1205		08/23	AP	01/12/23	0000000		MENARDS-CEDAR FALLS	9.49		01/31/23	
							OFFICE REPAIR CEMETERY				
ACCOUNT TOTAL								9.49	.00	9.49	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1137		08/23	AP	12/20/23	0000000		MENARDS-CEDAR FALLS	21.32		01/31/23	
							PIPE INSULATION				
PROJECT#: 062506											
1226		08/23	AP	01/24/23	0000000		JOHNSTONE SUPPLY OF WATERLOO	64.68		01/31/23	
							DEHUMIDIFIER FILTERS				
PROJECT#: 062506											
1233		08/23	AP	01/23/23	0000000		O'DONNELL ACE HARDWARE	45.36		01/31/23	
							MOUNTING TAPE				
PROJECT#: 062501											
1233		08/23	AP	01/18/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	697.34		01/31/23	
							LINERS, TISSUE, SANITIZER				
PROJECT#: 062507											
1226		08/23	AP	01/16/23	0000000		ECHO GROUP, INC.	155.40		01/31/23	
							LIGHT BULBS				
PROJECT#: 062503											
1205		08/23	AP	01/13/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	47.31		01/31/23	
							LAUNDRY DETERGENT				
PROJECT#: 062507											
1192		08/23	AP	01/12/23	0000000		O'DONNELL ACE HARDWARE	55.98		01/31/23	
							OUTLETS				
PROJECT#: 062503											
1205		08/23	AP	01/11/23	0000000		WILSON RESTAURANT SUPPLY, INC	340.00		01/31/23	
							COFFEE MAKER-CITY HALL				
							NEW BREAKROOM				

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 07/2023

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		
PROJECT#: 062501								
1180		08/23 AP		01/10/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.13		01/31/23
OFFICE SUPPLIES, PAPER PENS, CLIPS								
1180		08/23 AP		01/10/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	169.17		01/31/23
LINERS, TISSUE, TOWELS SOAP AIR FRESHNERS								
PROJECT#: 062501								
1180		08/23 AP		01/10/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	510.42		01/31/23
LINERS, TISSUE, TOWELS SOAP AIR FRESHNERS								
PROJECT#: 062506								
1205		08/23 AP		01/10/23	0000000 ECHO GROUP, INC.	927.50		01/31/23
LIGHT BULBS FOR TRUCKS								
PROJECT#: 062507								
1192		08/23 AP		01/09/23	0000000 ECHO GROUP, INC.	377.00		01/31/23
LIGHT BALLAST								
PROJECT#: 062503								
1205		08/23 AP		01/09/23	0000000 ECHO GROUP, INC.	233.10		01/31/23
LIGHT BULBS								
PROJECT#: 062503								
1180		08/23 AP		01/06/23	0000000 JOHNSTONE SUPPLY OF WATERLOO	1,207.44		01/31/23
HVAC FILTERS								
PROJECT#: 062501								
1180		08/23 AP		01/05/23	0000000 ECHO GROUP, INC.	155.40		01/31/23
LIGHT BULBS								
PROJECT#: 062503								
1180		08/23 AP		01/04/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	60.62		01/31/23
TRASH LINERS								
PROJECT#: 062507								
1144		08/23 AP		01/03/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	55.54		01/31/23
LINERS, TISSUE, SOAP AND TOWELS								
PROJECT#: 062506								
1144		08/23 AP		01/03/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	285.77		01/31/23
LINERS, TISSUE, SOAP AND TOWELS								
PROJECT#: 062507								
1144		08/23 AP		01/03/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	77.25		01/31/23
LINERS, TISSUE, SOAP AND TOWELS								
PROJECT#: 062511								
1144		08/23 AP		01/03/23	0000000 WILSON RESTAURANT SUPPLY, INC	199.95		01/31/23
WATER FILTRATION FOR ICE MACHINE								
PROJECT#: 062501								
1137		08/23 AP		01/01/23	0000000 FRESH START CLEANING SOLUTION	4,500.00		01/31/23
JANITORIAL SERVICES								
PROJECT#: 062501								
1137		08/23 AP		01/01/23	0000000 FRESH START CLEANING SOLUTION	700.00		01/31/23
JANITORIAL SERVICES								
PROJECT#: 062508								
1137		08/23 AP		01/01/23	0000000 FRESH START CLEANING SOLUTION	7,000.00		01/31/23
JANITORIAL SERVICES								
PROJECT#: 062507								
1137		08/23 AP		01/01/23	0000000 FRESH START CLEANING SOLUTION	3,165.00		01/31/23

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 07/2023

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			
JANITORIAL SERVICES									
PROJECT#:		062511							
1137		08/23 AP		01/01/23	0000000 FRESH START CLEANING SOLUTION	770.00		01/31/23	
JANITORIAL SERVICES									
PROJECT#:		062508							
1137		08/23 AP		01/01/23	0000000 FRESH START CLEANING SOLUTION	3,300.00		01/31/23	
JANITORIAL SERVICES									
PROJECT#:		062503							
1137		08/23 AP		01/01/23	0000000 FRESH START CLEANING SOLUTION	1,865.00		01/31/23	
JANITORIAL SERVICES									
PROJECT#:		062506							
1137		08/23 AP		01/01/23	0000000 FRESH START CLEANING SOLUTION	1,500.00		01/31/23	
JANITORIAL SERVICES									
PROJECT#:		062505							
1233		08/23 AP		12/31/22	0000000 NAPA AUTO PARTS	1,315.58		01/31/23	
NAPA PARTS 12/31/22									
1180		08/23 AP		12/29/22	0000000 ULINE, INC.	265.37		01/31/23	
CONSTRUCTION AREA MATS									
PROJECT#:		062501							
1137		08/23 AP		12/28/22	0000000 JOHNSTONE SUPPLY OF WATERLOO	675.60		01/31/23	
HVAC FILTERS									
PROJECT#:		062503							
1144		08/23 AP		12/28/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	75.68		01/31/23	
LINERS									
PROJECT#:		062503							
1137		08/23 AP		12/19/22	0000000 MENARDS-CEDAR FALLS	47.27		01/31/23	
SHELF, PEST CONTROL									
PROJECT#:		062501							
1205		08/23 AP		10/12/22	0000000 CITY LAUNDERING CO.	8.80		01/31/23	
FIRST AID SUPPLIES									
1226		08/23 AP		09/15/22	0000000 CITY LAUNDERING CO.	58.77		01/31/23	
FIRST AID FOR CITY HALL									
PROJECT#:		062501							
1205		08/23 AP		08/18/22	0000000 CITY LAUNDERING CO.	23.21		01/31/23	
FIRST AID SUPPLIES									
ACCOUNT TOTAL						30,962.96	.00	30,962.96	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1226		08/23 AP		01/20/23	0000000 KW ELECTRIC, INC.	187.50		01/31/23	
WARRANTY LIGHT REPLACEMNT 4600 MAIN STREET									
PROJECT#:		062511							
1226		08/23 AP		01/19/23	0000000 MENARDS-CEDAR FALLS	66.80		01/31/23	
PAPER TOWEL HOLDERS, CAULK, POWER STRIP									
PROJECT#:		062501							
1233		08/23 AP		01/18/23	0000000 O'DONNELL ACE HARDWARE	29.38		01/31/23	
LED BULBS									
PROJECT#:		062507							

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 07/2023

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				
1205		08/23 AP		01/17/23	0000000	O'DONNELL ACE HARDWARE	67.98		01/31/23	
						WIRE AND FLASHLIGHT				
		PROJECT#:			062503					
1226		08/23 AP		01/17/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	315.57		01/31/23	
						HVAC REPAIR				
		PROJECT#:			062503					
1226		08/23 AP		01/13/23	0000000	MENARDS-CEDAR FALLS	31.52		01/31/23	
						ICE MAKER PLUMBING				
		PROJECT#:			062506					
1226		08/23 AP		01/13/23	0000000	MENARDS-CEDAR FALLS	.59		01/31/23	
						PVC ADAPTER				
		PROJECT#:			062506					
1180		08/23 AP		01/10/23	0000000	O'DONNELL ACE HARDWARE	1.04		01/31/23	
						SCREWS				
		PROJECT#:			062503					
1180		08/23 AP		01/10/23	0000000	O'DONNELL ACE HARDWARE	82.05		01/31/23	
						WIRE NUTS, WIRE STRIPPERS				
						GLUE, PICTURE HANGINGS				
		PROJECT#:			062507					
1192		08/23 AP		01/06/23	0000000	ECHO GROUP, INC.	152.75		01/31/23	
						LIGHT FIXTURES				
		PROJECT#:			062510					
1226		08/23 AP		01/06/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	201.16		01/31/23	
						HVAC REPAIR				
		PROJECT#:			062507					
1137		08/23 AP		12/28/22	0000000	ECHO GROUP, INC.	54.29		01/31/23	
						FISHTAPE				
		PROJECT#:			062503					
1137		08/23 AP		12/27/22	0000000	ECHO GROUP, INC.	494.24		01/31/23	
						EMERGENCY LIGHT CONTROLS				
		PROJECT#:			062510					
1144		08/23 AP		12/21/22	0000000	POLK'S LOCK SERVICE, INC.	60.00		01/31/23	
						LOCK REPAIR				
		PROJECT#:			062506					
1180		08/23 AP		12/19/22	0000000	CHRISTIE DOOR COMPANY	449.00		01/31/23	
						OVERHEAD DOOR REPAIR				
		PROJECT#:			062506					
1144		08/23 AP		12/16/22	0000000	POLK'S LOCK SERVICE, INC.	177.50		01/31/23	
						LOCK AND KEY				
		PROJECT#:			062501					
1180		08/23 AP		12/12/22	0000000	CHRISTIE DOOR COMPANY	458.75		01/31/23	
						OVERHEAD DOOR REPAIR				
		PROJECT#:			062506					
						ACCOUNT TOTAL	2,830.12	.00	2,830.12	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
1180		08/23 AP		01/05/23	0000000	PLUNKETT'S PEST CONTROL, INC	42.00		01/31/23	
						PEST CONTROL				

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued					
		PROJECT#:			062506						
1144		08/23 AP		01/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	24.96			01/31/23	
		PROJECT#:			062508						
1144		08/23 AP		01/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	49.19			01/31/23	
		PROJECT#:			062511						
1144		08/23 AP		01/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	28.75			01/31/23	
		PROJECT#:			062505						
1144		08/23 AP		01/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	97.77			01/31/23	
		PROJECT#:			062507						
1144		08/23 AP		01/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	36.10			01/31/23	
		PROJECT#:			062510						
		ACCOUNT TOTAL						278.77	.00		278.77
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS											
1226		08/23 AP		01/20/23	0000000	ARAMARK	43.20			01/31/23	
		PROJECT#:			062506						
1226		08/23 AP		01/20/23	0000000	ARAMARK	19.50			01/31/23	
		PROJECT#:			062501						
1226		08/23 AP		01/18/23	0000000	BLACK HAWK ROOF COMPANY INC. PARKWAY	795.81			01/31/23	
		PROJECT#:			062506						
1226		08/23 AP		01/10/23	0000000	HAWKEYE ALARM & SIGNAL CO. 12524 STATE ST.	300.00			01/31/23	
		PROJECT#:			062511						
1180		08/23 AP		01/09/23	0000000	BLACK HAWK ROOF COMPANY INC.	722.60			01/31/23	
		PROJECT#:			062506						
1180		08/23 AP		01/05/23	0000000	ENGINEERED CONTROLS, INC. PLANNED SERV.JAN-DEC'23	4,425.00			01/31/23	
		PROJECT#:			062506						
1180		08/23 AP		01/01/23	0000000	WOODMAN CONTROLS COMPANY TECH SUPPORT BILLING	6,019.60			01/31/23	
		PROJECT#:			062511						
1180		08/23 AP		12/22/22	0000000	PLUMB TECH INC.	320.00			01/31/23	
		PROJECT#:			062511						
		ACCOUNT TOTAL						12,645.71	.00		12,645.71

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446	1226	86-30		08/23 AP 01/20/23	0000000	REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP CORY'S PAINTING, L.L.C. WALL REPAIR AND PAINTING	4,139.46		01/31/23
					PROJECT#: 062503				
					ACCOUNT TOTAL		4,139.46	.00	4,139.46
101-6623-423	1144	86-01		08/23 AP 12/28/22	0000000	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE TESTAMERICA LABORATORIES, INC PRO SHOP WATER TEST	21.00		01/31/23
					ACCOUNT TOTAL		21.00	.00	21.00
101-6625-432	1239	71-01		08/23 AP 01/25/23	0000000	OFFICE SUPPLIES / OFFICE SUPPLIES KIRK GROSS COMPANY	30.25		01/31/23
	1151			08/23 AP 01/10/23	0000000	NAME PLATE HOLDER-LUZUM OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	22.48		01/31/23
					ACCOUNT TOTAL		52.73	.00	52.73
101-6633-423	1180	71-01		08/23 AP 01/10/23	0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT OFFICE SUPPLIES, PAPER PENS, CLIPS	23.00		01/31/23
					ACCOUNT TOTAL		23.00	.00	23.00
101-6633-423	1226	72-01		08/23 AP 01/25/23	0000000	OPERATING SUPPLIES / OPERATING SUPPLIES MILLER FENCE CO., INC.	494.01		01/31/23
	1233			08/23 AP 01/23/23	0000000	FAIRVIEW FENCE REPAIR O'DONNELL ACE HARDWARE	6.99		01/31/23
	1205			08/23 AP 01/18/23	0000000	SNAP QUICK CLASP KIRK GROSS COMPANY	145.00		01/31/23
	1205			08/23 AP 01/18/23	0000000	NAME MOUNTS FOR OFFICES O'DONNELL ACE HARDWARE	19.69		01/31/23
	1192			08/23 AP 01/13/23	0000000	TAPE O'DONNELL ACE HARDWARE	9.99		01/31/23
	1192			08/23 AP 01/11/23	0000000	EPOXY BENTON BUILDING CENTER	38.69		01/31/23
	1192			08/23 AP 01/11/23	0000000	PICNIC TABLE REPAIR O'DONNELL ACE HARDWARE	12.69		01/31/23
	1137			08/23 AP 01/10/23	0000000	BATTERIES BUILDERS SELECT LLC	276.36		01/31/23
	1137			08/23 AP 01/03/23	0000000	PARK PICNIC TABLES BUILDERS SELECT LLC PAW PARK BATHROOM LOCKS	63.98		01/31/23

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued		
1144		08/23	AP	01/03/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	12.63		01/31/23
					OFFICE SUPPLIES FOR NEW OFFICE			
1137		08/23	AP	12/31/22	0000000 CULLIGAN WATER CONDITIONING	8.74		01/31/23
					PARKS SHOP WATER			
1233		08/23	AP	12/31/22	0000000 NAPA AUTO PARTS	231.17		01/31/23
					NAPA PARTS 12/31/22			
1144		08/23	AP	12/22/22	0000000 OUTDOOR & MORE	100.85		01/31/23
					SHOVELS			
1144		08/23	AP	12/21/22	0000000 OUTDOOR & MORE	277.70		01/31/23
					SNOW SHOVELS			
1180		08/23	AP	12/21/22	0000000 O'DONNELL ACE HARDWARE	64.87		01/31/23
					PAINT HARDNER			
1137		08/23	AP	12/20/22	0000000 BUILDERS SELECT LLC	47.94		01/31/23
					TUBE SAND			
1137		08/23	AP	12/19/22	0000000 FASTENAL COMPANY	581.56		01/31/23
					SAFETY SUPPLIES			
1137		08/23	AP	12/16/22	0000000 COOLEY PUMPING, LLC	125.00		01/31/23
					EL DORADO DROP TOLIET			
1137		08/23	AP	12/15/22	0000000 MENARDS-CEDAR FALLS	153.19		01/31/23
					ARBORIST TRUCK SUPPLIES			
1144		08/23	AP	12/15/22	0000000 POLK'S LOCK SERVICE, INC.	12.00		01/31/23
					KEYS			
1144		08/23	AP	12/02/22	0000000 NORTH AMERICAN SAFETY, INC	80.54		01/31/23
					HI VISION UNIFORMS			
1205		08/23	AP	09/15/22	0000000 CITY LAUNDERING CO.	113.82		01/31/23
					FIRST AID SUPPLIES			
1205		08/23	AP	07/13/22	0000000 CITY LAUNDERING CO.	37.84		01/31/23
					FIRST AID SUPPLIES			
					ACCOUNT TOTAL	2,915.25	.00	2,915.25
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1205		08/23	AP	01/12/23	0000000 GREENKEEPER	1,000.00		01/31/23
					TURF SOFTWARE MEMBERSHIP 1/12/23-1/12/24			
					ACCOUNT TOTAL	1,000.00	.00	1,000.00
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
1151		08/23	AP	01/09/23	0000000 RITLAND & KUIPER LANDSCAPE AR	1,787.50		01/31/23
					3303-SEERLEY PARK IMPROV 12/01-12/31/22			
					PROJECT#: 063303			
					ACCOUNT TOTAL	1,787.50	.00	1,787.50
					FUND TOTAL	154,834.16	2,045.54	152,788.62

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 203 TAX INCREMENT FINANCING											
FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1180		08/23	AP	01/10/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	23.00			01/31/23
							OFFICE SUPPLIES, PAPER PENS, CLIPS				
ACCOUNT TOTAL								23.00	.00	23.00	
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS											
1205		08/23	AP	01/18/23	0000000		GIERKE-ROBINSON COMPANY, INC.	45.60			01/31/23
							METAL CUTTING BLADE				
1226		08/23	AP	01/18/23	0000000		CAMPBELL SUPPLY WATERLOO TRUCK	389.00			01/31/23
							LADDER FOR 239 UTILITY				
1226		08/23	AP	01/17/23	0000000		MENARDS-CEDAR FALLS	29.11			01/31/23
							PAINT FOR HANDLES				
ACCOUNT TOTAL								463.71	.00	463.71	
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS											
1205		08/23	AP	01/05/23	0000000		NORTH AMERICAN SAFETY, INC	71.80			01/31/23
							HI VISION UNIFORMS				
1144		08/23	AP	12/02/22	0000000		NORTH AMERICAN SAFETY, INC	56.55			01/31/23
							HI VISION UNIFORMS				
ACCOUNT TOTAL								128.35	.00	128.35	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES											
1144		08/23	AP	01/06/23	0000000		O'DONNELL ACE HARDWARE	44.59			01/31/23
							BOLTS FOR TRANSFER ST				
ACCOUNT TOTAL								44.59	.00	44.59	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL											
1233		08/23	AP	12/31/22	0000000		NAPA AUTO PARTS	562.17			01/31/23
							NAPA PARTS 12/31/22				
1137		08/23	AP	12/30/22	0000000		COMPASS MINERALS AMERICA	4,794.59			01/31/23
							ROAD SALT				
1137		08/23	AP	12/29/22	0000000		COMPASS MINERALS AMERICA	31,368.76			01/31/23
							ROAD SALT				
1137		08/23	AP	12/27/22	0000000		MENARDS-CEDAR FALLS	105.89			01/31/23
							MAILBOX REPAIR SUPPLIES				
1137		08/23	AP	12/21/22	0000000		COMPASS MINERALS AMERICA	11,995.26			01/31/23
							ROAD SALT				
ACCOUNT TOTAL								48,826.67	.00	48,826.67	

PREPARED 01/31/2023, 8:59:32
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1137		08/23	AP	12/19/22	0000000	FASTENAL COMPANY	581.56		01/31/23	
SAFETY SUPPLIES										
1205		08/23	AP	10/12/22	0000000	CITY LAUNDERING CO.	30.38		01/31/23	
FIRST AID SUPPLIES										
1205		08/23	AP	09/15/22	0000000	CITY LAUNDERING CO.	11.21		01/31/23	
FIRST AID SUPPLIES										
1205		08/23	AP	08/18/22	0000000	CITY LAUNDERING CO.	36.22		01/31/23	
FIRST AID SUPPLIES										
1205		08/23	AP	07/13/22	0000000	CITY LAUNDERING CO.	17.53		01/31/23	
FIRST AID SUPPLIES										
ACCOUNT TOTAL							676.90	.00	676.90	
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1205		08/23	AP	01/09/23	0000000	MENARDS-CEDAR FALLS	6.96		01/31/23	
FINISH RAILS										
ACCOUNT TOTAL							6.96	.00	6.96	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1226		08/23	AP	01/18/23	0000000	MENARDS-CEDAR FALLS	39.99		01/31/23	
FIT TIP FOR DURA PATCHER										
1233		08/23	AP	01/11/23	0000000	STETSON BUILDING PRODUCTS LLC	1,485.00		01/31/23	
REBAR										
1137		08/23	AP	12/31/22	0000000	ASPRO, INC.	149.73		01/31/23	
COLD MIX ASPHALT										
1233		08/23	AP	12/31/22	0000000	NAPA AUTO PARTS	79.51		01/31/23	
NAPA PARTS 12/31/22										
ACCOUNT TOTAL							1,754.23	.00	1,754.23	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
1219		08/23	AP	01/24/23	0000000	PETERSON CONTRACTORS	415,796.95		01/31/23	
3240-W 27TH STREET RECON										
PROJECT#: 023240										
ACCOUNT TOTAL							415,796.95	.00	415,796.95	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1180		08/23	AP	01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.60		01/31/23	
OFFICE SUPPLIES, PAPER PENS, CLIPS										
ACCOUNT TOTAL							4.60	.00	4.60	

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND								
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1226		08/23	AP	01/16/23	0000000 ECHO GROUP, INC.	18.88		01/31/23
					OUTLETS			
1226		08/23	AP	01/13/23	0000000 ECHO GROUP, INC.	37.63		01/31/23
					OUTLETS			
1192		08/23	AP	01/09/23	0000000 ECHO GROUP, INC.	533.70		01/31/23
ELECTRICAL SUPPLIES								
1192		08/23	AP	01/03/23	0000000 FASTENAL COMPANY	149.51		01/31/23
GLOVES/ HARDWARE								
1192		08/23	AP	12/31/22	0000000 UNITED PARCEL SERVICE	168.26		01/31/23
TRAFFIC RETURN SHIPPING								
1233		08/23	AP	12/31/22	0000000 NAPA AUTO PARTS	12.74		01/31/23
NAPA PARTS 12/31/22								
1180		08/23	AP	12/27/22	0000000 MENARDS-CEDAR FALLS	3.99		01/31/23
USB CABLE								
ACCOUNT TOTAL						924.71	.00	924.71
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1205		08/23	AP	10/12/22	0000000 CITY LAUNDERING CO.	8.80		01/31/23
FIRST AID SUPPLIES								
1205		08/23	AP	09/15/22	0000000 CITY LAUNDERING CO.	10.89		01/31/23
FIRST AID SUPPLIES								
1205		08/23	AP	07/13/22	0000000 CITY LAUNDERING CO.	27.50		01/31/23
FIRST AID SUPPLIES								
ACCOUNT TOTAL						47.19	.00	47.19
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS								
1180		08/23	AP	10/10/22	0000000 TRAFFIC CONTROL CORPORATION	240.00		01/31/23
TRAFFIC CONTROL CORDS								
ACCOUNT TOTAL						240.00	.00	240.00
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS								
1226		08/23	AP	01/18/23	0000000 IOWA PRISON INDUSTRIES	245.00		01/31/23
SIGN BASES								
ACCOUNT TOTAL						245.00	.00	245.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
1205		08/23	AP	01/18/23	0000000 TRAFFIC CONTROL CORPORATION	8,881.00		01/31/23
CONTROLLERS								
1192		08/23	AP	01/12/23	0000000 MIOVISION TECHNOLOGIES INC	1,485.00		01/31/23
SIGNAL CONNECTIVITY								
ACCOUNT TOTAL						10,366.00	.00	10,366.00

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
						FUND TOTAL	479,548.86	.00	479,548.86	
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										
1151		08/23 AP		01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.60			01/31/23
						COPY PAPER				
						ACCOUNT TOTAL	3.60	.00	3.60	
						FUND TOTAL	3.60	.00	3.60	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1216		08/23 AP		01/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			01/31/23
						COPY PAPER				
1151		08/23 AP		01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.90			01/31/23
						COPY PAPER				
						ACCOUNT TOTAL	3.18	.00	3.18	
						FUND TOTAL	3.18	.00	3.18	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
1154		08/23 AP		01/01/23	0000000	REDFERN,MASON,LARSEN & MOORE,	202.50			01/31/23
						LGL:MAIN STREET PROJECT				12/02-12/06/22
						PROJECT#:				023283
1154		08/23 AP		12/01/22	0000000	REDFERN,MASON,LARSEN & MOORE,	461.25			01/31/23
						LGL:MAIN STREET PROJECT				11/01-11/22/22
						PROJECT#:				023283
						ACCOUNT TOTAL	663.75	.00	663.75	
						FUND TOTAL	663.75	.00	663.75	

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION----	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND											
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1151		08/23 AP		01/10/23	0000000		OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.60		01/31/23	
							ACCOUNT TOTAL	3.60	.00	3.60	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT											
1154		08/23 AP		01/13/23	0000000		B & H PHOTO-VIDEO-PRO AUDIO BUFFALO TERASTATION 64TB 5810DN 8-BAY SERVER	3,034.74		01/31/23	
							ACCOUNT TOTAL	3,034.74	.00	3,034.74	
							FUND TOTAL	3,038.34	.00	3,038.34	
FUND 258 PARKING FUND											
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1151		08/23 AP		01/10/23	0000000		OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	5.39		01/31/23	
							ACCOUNT TOTAL	5.39	.00	5.39	
							FUND TOTAL	5.39	.00	5.39	
FUND 261 TOURISM & VISITORS											
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1191		08/23 AP		12/09/22	0000000		U.S. COFFEE & TEA GUEST COFFEE SUPPLIES	41.25		01/31/23	
							ACCOUNT TOTAL	41.25	.00	41.25	
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE											
1220		08/23 AP		01/20/23	0000000		EXPERIENCE WATERLOO 1/2 OF DROP SHIP/FREIGHT 2023 VG -25,000 COPIES	1,025.34		01/31/23	
							ACCOUNT TOTAL	1,025.34	.00	1,025.34	
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS											
1220		08/23 AP		01/20/23	0000000		EXPERIENCE WATERLOO 1/2 OF PRINTING EXP FOR 2023 VG -25,000 COPIES	6,683.53		01/31/23	
							ACCOUNT TOTAL	6,683.53	.00	6,683.53	

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
1191		08/23	AP	01/12/23	0000000	SILOS & SMOKESTACKS	346.50		01/31/23
		2023-2024				SILOS/SMOKESTAK VISITOR GUIDE 1/4 PG AD			
1191		08/23	AP	01/05/23	0000000	AMPERAGE MARKETING & FUNDRAIS	3,300.00		01/31/23
		FY23 FEB				DIGITAL CAMPAIGN GOOGLE/YOUTUBE/FACEBOOK			
1191		08/23	AP	12/01/22	0000000	BRICKER GROUP LLC	450.00		01/31/23
		MARCH/JUNE				TRAILS & TALES 1/3 PG ADS			
		ACCOUNT TOTAL					4,096.50	.00	4,096.50
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
1220		08/23	AP	01/20/23	0000000	ARAMARK	7.80		01/31/23
		MAT SERVICE							
		ACCOUNT TOTAL					7.80	.00	7.80
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
1220		08/23	AP	01/23/23	0000000	IOWA TRAVEL INDUSTRY PARTNERS	150.00		01/31/23
		ILEAD TABLE SPONSORSHIP							
		ACCOUNT TOTAL					150.00	.00	150.00
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS									
1220		08/23	AP	01/20/23	0000000	CEDAR VALLEY SPORTS COMMISSIO	22,500.00		01/31/23
		2023 ANNUAL SUPPORT OF				THE CV SPORTS COMMISSION			
		ACCOUNT TOTAL					22,500.00	.00	22,500.00
		FUND TOTAL					34,504.42	.00	34,504.42
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1086		08/23	AP	01/09/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	71.06		01/31/23
		REGULAR AND DECAF COFFEE							
		ACCOUNT TOTAL					71.06	.00	71.06
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1086		08/23	AP	01/20/23	0000000	ARAMARK	7.80		01/31/23
		COMM. CENTER MAT SERVICE							
1086		08/23	AP	01/06/23	0000000	CITY LAUNDERING CO.	57.64		01/31/23
		FIRST AID SUPPLY SERVICE-				COMMUNITY CENTER			
1086		08/23	AP	09/22/22	0000000	CITY LAUNDERING CO.	73.92		01/31/23
		FIRST AID SUPPLY SERVICE-				COMMUNITY CENTER			

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							continued			
1086		08/23	AP	07/13/22	0000000	CITY LAUNDERING CO.	52.25		01/31/23	
						FIRST AID SUPPLY SERVICE- COMMUNITY CENTER				
ACCOUNT TOTAL							191.61	.00	191.61	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
1086		08/23	AP	01/20/23	0000000	HEARST CENTER FOR THE ARTS	120.00		01/31/23	
						GROUP ART ACTIVITY ON 1/11/23				
1086		08/23	AP	01/19/23	0000000	MASMAR, MANDY SUE	160.00		01/31/23	
						SENIOR LINE DANCING FOR JANUARY '23				
ACCOUNT TOTAL							280.00	.00	280.00	
FUND TOTAL							542.67	.00	542.67	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS										
1216		08/23	AP	01/09/23	0000000	SWISHER & COHRT, P.L.C.	40.00		01/31/23	
						LGL:PURCHASE 627 CLAIR ST 12/27/22, 01/02-01/03/23				
						PROJECT#: 023198				
1216		08/23	AP	01/09/23	0000000	SWISHER & COHRT, P.L.C.	40.00		01/31/23	
						LGL:PURCHASE 1027 CLAIR 12/27/22, 01/02-01/03/23				
						PROJECT#: 023198				
1216		08/23	AP	01/09/23	0000000	SWISHER & COHRT, P.L.C.	73.00		01/31/23	
						LGL:PURCHASE 628 LONGVIEW 12/27-12/28/22, 01/02/23				
						PROJECT#: 023198				
1216		08/23	AP	01/09/23	0000000	SWISHER & COHRT, P.L.C.	25.00		01/31/23	
						LGL:PURCHASE 824 COTTAGE 12/27/22, 01/02/23				
						PROJECT#: 023198				
1216		08/23	AP	12/27/22	0000000	BLACK HAWK CO.ABSTRACT	250.00		01/31/23	
						3198-FLOOD BUYOUT CONTINUATION-627 CLAIR				
						PROJECT#: 023198				
1216		08/23	AP	12/21/22	0000000	BLACK HAWK CO.ABSTRACT	250.00		01/31/23	
						3198-FLOOD BUYOUT CONTINUATION-628 LONGVIEW				
						PROJECT#: 023198				
1216		08/23	AP	12/21/22	0000000	BLACK HAWK CO.ABSTRACT	250.00		01/31/23	

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 404 FEMA									
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS						continued			
3198-FLOOD BUYOUT						CONTINUATION-1027 CLAIR			
PROJECT#: 023198									
1216		08/23 AP		12/21/22	0000000	BLACK HAWK CO.ABSTRACT	250.00		01/31/23
3198-FLOOD BUYOUT						CONTINUATION-824 COTTAGE			
PROJECT#: 023198									
1216		08/23 AP		07/29/22	0000000	BLACK HAWK CO.ABSTRACT	70.00		01/31/23
3198-FLOOD BUYOUT						CONTINUATION-627 CLAIR			
PROJECT#: 023198									
ACCOUNT TOTAL							1,248.00	.00	1,248.00
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape									
1151		08/23 AP		12/19/22	0000000	FOTH INFRASTRUCTURE & ENVIRON	98.00		01/31/23
3206-CENTER STREETScape						SERVICES THROUGH 11/30/22			
PROJECT#: 023206									
1151		08/23 AP		11/23/22	0000000	FOTH INFRASTRUCTURE & ENVIRON	570.10		01/31/23
3206-CENTER STREETScape						SERVICES THROUGH 10/31/22			
PROJECT#: 023206									
1151		08/23 AP		10/06/22	0000000	FOTH INFRASTRUCTURE & ENVIRON	716.00		01/31/23
3206-CENTER STREETScape						SERVICES THROUGH 09/30/22			
PROJECT#: 023206									
ACCOUNT TOTAL							1,384.10	.00	1,384.10
FUND TOTAL							2,632.10	.00	2,632.10
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE									
1151		08/23 AP		01/24/23	0000000	PETERSON CONTRACTORS	55,100.00		01/31/23
3290-CEDAR RIVER REC									
PROJECT#: 023290									
ACCOUNT TOTAL							55,100.00	.00	55,100.00
FUND TOTAL							55,100.00	.00	55,100.00
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430 2004 TIF BOND										
430-1220-431.91-10						LAND / INDUSTRIAL PARK LAND ACQ				
1154		08/23 AP		01/09/23	0000000	BLACK HAWK CO.ABSTRACT	450.00		01/31/23	
		(6)BASE ABSTRACTS-W.VIKNG				RD INDUSTRIAL PARK PH V				
ACCOUNT TOTAL							450.00	0.00	450.00	
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION										
1219		08/23 AP		01/24/23	0000000	PETERSON CONTRACTORS	40,964.00		01/31/23	
		3189-W VIKING IND.PARK V								
PROJECT#:		023189								
ACCOUNT TOTAL							40,964.00	0.00	40,964.00	
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
1154		08/23 AP		12/29/22	0000000	AHLERS AND COONEY, P.C.	919.50		01/31/23	
		LGL:SOUTHWEST CF URP		11/21-12/14/22						
1154		08/23 AP		11/30/22	0000000	AHLERS AND COONEY, P.C.	754.00		01/31/23	
		LGL:SOUTHWEST CF URP		10/24-11/04/22						
ACCOUNT TOTAL							1,673.50	0.00	1,673.50	
430-1220-431.97-85 TIF BOND PROJECTS / COLLEGE HILL TIF										
1151		08/23 AP		01/09/23	0000000	ASPRO, INC.	7,783.86		01/31/23	
		3264-COLLEGE HILL PARKING				RETAINAGE				
PROJECT#:		023264								
ACCOUNT TOTAL							7,783.86	0.00	7,783.86	
FUND TOTAL							50,871.36	0.00	50,871.36	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.98-60 CAPITAL PROJECTS / DAM SAFETY IMPROVEMENTS										
1216		08/23 AP		01/10/23	0000000	SWISHER & COHRT, P.L.C.	703.00		01/31/23	
		LGL:CEDAR RIVER REC. PROJ		12/16/22-01/06/23						
PROJECT#:		023088								
1217		08/23 AP		01/03/23	0000000	BLACK HAWK CO.ABSTRACT	2,380.00		01/31/23	
		3088-CEDAR RIVER REC				REPORT				
PROJECT#:		023088								
1154		08/23 AP		12/01/22	0000000	REDFERN,MASON,LARSEN & MOORE,	585.00		01/31/23	
		LGL:GENERAL CITY MATTERS		11/09-11/10/22						

PREPARED 01/31/2023, 8:59:32
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 436 2012 BOND									
436-1220-431.98-60 CAPITAL PROJECTS / DAM SAFETY IMPROVEMENTS							continued		
PROJECT#: 023088									
ACCOUNT TOTAL							3,668.00	.00	3,668.00
FUND TOTAL							3,668.00	.00	3,668.00
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON									
1151		08/23 AP		01/24/23	0000000	PETERSON CONTRACTORS	14,485.71		01/31/23
PROJECT#: 023171									
1151		08/23 AP		01/24/23	0000000	PETERSON CONTRACTORS	3,506.60		01/31/23
PROJECT#: 023171									
1151		08/23 AP		01/16/23	0000000	TERRACON CONSULTANTS, INC. THROUGH 12/31/22	686.00		01/31/23
PROJECT#: 023171									
1151		08/23 AP		01/03/23	0000000	TERRACON CONSULTANTS, INC. THROUGH 12/10/22	1,372.00		01/31/23
PROJECT#: 023171									
ACCOUNT TOTAL							20,050.31	.00	20,050.31
FUND TOTAL							20,050.31	.00	20,050.31
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL									
1217		08/23 AP		12/31/22	0000000	EMERGENT ARCHITECTURE THROUGH 12/31/22	2,250.00		01/31/23
PROJECT#: 023231									
1217		08/23 AP		12/31/22	0000000	PETERS CONSTRUCTION CORP.	177,464.79		01/31/23
PROJECT#: 023231									
ACCOUNT TOTAL							179,714.79	.00	179,714.79
FUND TOTAL							179,714.79	.00	179,714.79

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31
 ACCOUNTING PERIOD 07/2023

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						2006 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			
1180				08/23	AP 01/10/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	12.27		01/31/23
						OFFICE SUPPLIES, PAPER PENS, CLIPS			
						ACCOUNT TOTAL	12.27	.00	12.27
551-6685-426.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY			
1227				08/23	AP 12/01/22 0000000	WATERLOO, CITY OF	1,018.50		01/31/23
						DDER DISPOSAL;11/1-30/22			
						ACCOUNT TOTAL	1,018.50	.00	1,018.50
551-6685-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1192				08/23	AP 01/11/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	10.50		01/31/23
						YELLOW PAPER			
1180				08/23	AP 01/10/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	23.00		01/31/23
						OFFICE SUPPLIES, PAPER PENS, CLIPS			
1144				08/23	AP 12/27/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	120.33		01/31/23
						LABELMAKER FOR REFUSE			
						ACCOUNT TOTAL	153.83	.00	153.83
551-6685-436.71-06						OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES			
1205				08/23	AP 01/13/23 0000000	CAROLINA SOFTWARE, INC.	766.90		01/31/23
						WASTEWORKS TICKET PAPER			
						ACCOUNT TOTAL	766.90	.00	766.90
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1137				08/23	AP 12/31/22 0000000	CULLIGAN WATER CONDITIONING	7.45		01/31/23
						TRANSFER STATION WATER			
1137				08/23	AP 12/31/22 0000000	CULLIGAN WATER CONDITIONING	7.45		01/31/23
						TRANSFER STATION WATER			
						ACCOUNT TOTAL	14.90	.00	14.90

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND									
551-6685-436.72-11					OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
1144		08/23 AP		01/02/23	0000000 SWANA	245.00		01/31/23	
					SWANA DUES-DOYLE SMITH				
					ACCOUNT TOTAL	245.00	.00	245.00	
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
1144		08/23 AP		01/05/23	0000000 O'DONNELL ACE HARDWARE	35.99		01/31/23	
					AIR CHISEL TOOL FOR RECYC LING				
1144		08/23 AP		09/21/22	0000000 STETSON BUILDING PRODUCTS LLC	26.79		01/31/23	
					HANDLE FOR STYROFOAM				
					ACCOUNT TOTAL	62.78	.00	62.78	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1205		08/23 AP		01/06/23	0000000 CITY LAUNDERING CO.	125.83		01/31/23	
					FIRST AID SUPPLIES				
1137		08/23 AP		12/19/22	0000000 FASTENAL COMPANY	581.56		01/31/23	
					SAFETY SUPPLIES				
1137		08/23 AP		09/23/22	0000000 CITY LAUNDERING CO.	78.99		01/31/23	
					FIRST AID FOR TRANSFER ST				
1205		08/23 AP		09/22/22	0000000 CITY LAUNDERING CO.	78.99		01/31/23	
					FIRST AID SUPPLIES				
1137		08/23 AP		07/15/22	0000000 CITY LAUNDERING CO.	101.87		01/31/23	
					FIRST AID FOR TRANSFER ST				
1205		08/23 AP		07/13/22	0000000 CITY LAUNDERING CO.	101.87		01/31/23	
					FIRST AID SUPPLIES				
					ACCOUNT TOTAL	1,069.11	.00	1,069.11	
551-6685-436.72-64 OPERATING SUPPLIES / AUTOMATED CARTS									
1205		08/23 AP		01/05/23	0000000 CASCADE ENGINEERING INC	14,220.02		01/31/23	
					AUTOMATED YW CARTS				
					ACCOUNT TOTAL	14,220.02	.00	14,220.02	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1137		08/23 AP		01/04/23	0000000 ECHO GROUP, INC.	188.92		01/31/23	
					PVC MOLD- BLUFF ST. GATE				
1180		08/23 AP		01/03/23	0000000 MENARDS-CEDAR FALLS	52.08		01/31/23	
					MONITOR DISPLAY SUPPLIES TRANSFER STATION				
					ACCOUNT TOTAL	241.00	.00	241.00	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
1233		08/23	AP	12/31/22	0000000	NAPA AUTO PARTS	950.11		01/31/23	
						NAPA PARTS 12/31/22				
1144		08/23	AP	12/02/22	0000000	NORTH AMERICAN SAFETY, INC	140.51		01/31/23	
						HI VISION UNIFORMS				
						ACCOUNT TOTAL	1,090.62	.00	1,090.62	
551-6685-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1144		08/23	AP	12/19/22	0000000	VAN METER, INC.	1,493.51		01/31/23	
						LIGHTS FOR BLDG AT BLUFF ST				
						ACCOUNT TOTAL	1,493.51	.00	1,493.51	
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.										
1180		08/23	AP	01/06/23	0000000	C & C WELDING & SANDBLASTING STATION	1,431.56		01/31/23	
						PIPE FOR COOLER AT TRANS				
						ACCOUNT TOTAL	1,431.56	.00	1,431.56	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1226		08/23	AP	01/14/23	0000000	LIBERTY TIRE RECYCLING, LLC	1,052.65		01/31/23	
						SCRAP TIRE RECYCLING				
1144		08/23	AP	12/31/22	0000000	REPUBLIC SERVICES OF IOWA	1,157.45		01/31/23	
						RECYCLING CHARGES				
1192		08/23	AP	12/31/22	0000000	LIBERTY TIRE RECYCLING, LLC	537.56		01/31/23	
						SCRAP TIRE RECYCLING				
1144		08/23	AP	12/02/22	0000000	SAM ANNIS & CO.	92.48		01/31/23	
						PROPANE FOR TRANSFER				
						ACCOUNT TOTAL	2,840.14	.00	2,840.14	
551-6685-436.93-01 EQUIPMENT / EQUIPMENT										
1144		08/23	AP	12/31/22	0000000	ROUTEWARE	2,016.09		01/31/23	
						DECEMBER TRAVEL EXPENSE				
						ACCOUNT TOTAL	2,016.09	.00	2,016.09	
						FUND TOTAL	26,676.23	.00	26,676.23	

PREPARED 01/31/2023, 8:59:32
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 34
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1180		08/23 AP		01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT OFFICE SUPPLIES, PAPER PENS, CLIPS	23.00		01/31/23
					ACCOUNT TOTAL		23.00	.00	23.00
552-6655-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1218		08/23 AP		12/13/22	0000000	MID-IOWA SOLID WASTE EQUIPMEN HYDROVAC TOOLS	1,499.50		01/31/23
					ACCOUNT TOTAL		1,499.50	.00	1,499.50
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS									
1218		08/23 AP		01/17/23	0000000	O'DONNELL ACE HARDWARE LS TOOLS	98.68		01/31/23
					ACCOUNT TOTAL		98.68	.00	98.68
552-6655-436.72-19 OPERATING SUPPLIES / PRINTING									
1218		08/23 AP		01/10/23	0000000	RAPIDS REPRODUCTIONS, INC. EQUIPMENT MANUAL COPY	63.89		01/31/23
					ACCOUNT TOTAL		63.89	.00	63.89
552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1218		08/23 AP		01/23/23	0000000	SHERWIN-WILLIAMS COMPANY PAINTING SUPPLIES	35.95		01/31/23
1218		08/23 AP		01/18/23	0000000	O'DONNELL ACE HARDWARE	8.76		01/31/23
1218		08/23 AP		01/13/23	0000000	O'DONNELL ACE HARDWARE MOUNTING STRIPS/WIRE HOOK	17.67		01/31/23
					ACCOUNT TOTAL		62.38	.00	62.38
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1218		08/23 AP		01/16/23	0000000	CAMPBELL SUPPLY WATERLOO SAFETY SUPPLIES	126.83		01/31/23
					ACCOUNT TOTAL		126.83	.00	126.83
552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1218		08/23 AP		01/06/23	0000000	SHERWIN-WILLIAMS COMPANY PAINTING SUPPLIES	17.67		01/31/23
					ACCOUNT TOTAL		17.67	.00	17.67

PREPARED 01/31/2023, 8:59:32
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 35
ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
1205		08/23	AP	01/12/23	0000000	BENTON'S READY MIX CONCRETE, BOX OUT CONCRETE	198.00			01/31/23
1205		08/23	AP	01/12/23	0000000	VIKING ROAD BENTON'S READY MIX CONCRETE, BOX OUT CONCRETE	396.00			01/31/23
1205		08/23	AP	01/12/23	0000000	NORDIC DRIVE BENTON'S READY MIX CONCRETE, BOX OUT CONCRETE	648.75			01/31/23
1180		08/23	AP	01/10/23	0000000	VENTURE WAY CRITEX LLC BOX OUT SUPPLIES	3,136.00			01/31/23
ACCOUNT TOTAL							4,378.75	.00	4,378.75	
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1218		08/23	AP	01/20/23	0000000	ARAMARK MOPS AND RUGS	30.46			01/31/23
ACCOUNT TOTAL							30.46	.00	30.46	
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1218		08/23	AP	01/18/23	0000000	MUNICIPAL PIPE TOOL CO., INC. 2022 CDBG LINER PAYMENT	27,729.01			01/31/23
PROJECT#:				023297						
1218		08/23	AP	01/18/23	0000000	REHAB SYSTEMS, INC. INFILT. & INFLOW REDUCTION CIP #193	1,780.00			01/31/23
1218		08/23	AP	01/17/23	0000000	MUNICIPAL PIPE TOOL CO., INC. 2022 CDBG LINER PAYMENT	9,148.27			01/31/23
PROJECT#:				023297						
ACCOUNT TOTAL							38,657.28	.00	38,657.28	
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE										
1151		08/23	AP	01/15/23	0000000	SNYDER & ASSOCIATES, INC. 3182-OAK PARK SEWER REPL. THROUGH 12/31/22	4,193.50			01/31/23
PROJECT#:				023182						
ACCOUNT TOTAL							4,193.50	.00	4,193.50	
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1180		08/23	AP	01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT OFFICE SUPPLIES, PAPER	15.32			01/31/23
						PENS, CLIPS				
ACCOUNT TOTAL							15.32	.00	15.32	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
1218		08/23	AP	01/20/23	0000000	O'DONNELL ACE HARDWARE	40.68			01/31/23

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 36
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 552 SEWER RENTAL FUND											
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS											
OPS TOOLS											
ACCOUNT TOTAL							40.68	.00	40.68		
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT											
1218		08/23	AP	01/16/23	0000000	ARNOLD MOTOR SUPPLY	30.67			01/31/23	
BELTS											
1218		08/23	AP	01/09/23	0000000	MELLEN & ASSOCIATES, INC.	77.14			01/31/23	
FINAL SLUDGE VALVE #1											
1154		08/23	AP	01/05/23	0000000	IT SAVVY, LLC	2,350.00			01/31/23	
(2) UPS - WATER REC											
1233		08/23	AP	12/31/22	0000000	NAPA AUTO PARTS	28.36			01/31/23	
NAPA PARTS 12/31/22											
ACCOUNT TOTAL							2,486.17	.00	2,486.17		
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.											
1218		08/23	AP	12/21/22	0000000	HUPP ELECTRIC MOTORS	3,074.50			01/31/23	
KEYPADS FOR DRIVES											
ACCOUNT TOTAL							3,074.50	.00	3,074.50		
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS											
1218		08/23	AP	01/06/23	0000000	CITY LAUNDERING CO.	99.89			01/31/23	
SAFETY CABINET 1ST AID											
1218		08/23	AP	11/09/22	0000000	CITY LAUNDERING CO.	75.53			01/31/23	
SAFETY CABINET 1ST AID											
1218		08/23	AP	09/22/22	0000000	CITY LAUNDERING CO.	99.27			01/31/23	
SAFETY CABINET 1ST AID											
1218		08/23	AP	07/13/22	0000000	CITY LAUNDERING CO.	125.20			01/31/23	
SAFETY CABINET 1ST AID											
ACCOUNT TOTAL							399.89	.00	399.89		
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING											
1218		08/23	AP	12/29/22	0000000	TESTAMERICA LABORATORIES, INC	910.00			01/31/23	
LAB ANALYSIS											
ACCOUNT TOTAL							910.00	.00	910.00		
FUND TOTAL							56,078.50	.00	56,078.50		

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 37
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1151		08/23	AP	01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.50		01/31/23
ACCOUNT TOTAL							4.50	.00	4.50
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
1226		08/23	AP	01/17/23	0000000	MENARDS-CEDAR FALLS LUMBER FOR STORM WATER BOXES	171.42		01/31/23
ACCOUNT TOTAL							171.42	.00	171.42
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
1151		08/23	AP	01/17/23	0000000	WATERLOO, CITY OF 2023 EA IA HOME SHOW	208.33		01/31/23
ACCOUNT TOTAL							208.33	.00	208.33
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1151		08/23	AP	01/24/23	0000000	PETERSON CONTRACTORS	83,213.59		01/31/23
PROJECT#: 3215-OLIVE ST BOX CULVERT 023215									
1151		08/23	AP	01/09/23	0000000	AECOM TECHNICAL SERVICES, INC 12/03/22-01/06/23	1,145.95		01/31/23
PROJECT#: 3215-OLIVE ST BOX CULVERT 023215									
ACCOUNT TOTAL							84,359.54	.00	84,359.54
FUND TOTAL							84,743.79	.00	84,743.79
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1151		08/23	AP	01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.68		01/31/23
ACCOUNT TOTAL							2.68	.00	2.68
606-1078-441.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1216		08/23	AP	01/12/23	0000000	MARCO TECHNOLOGIES LLC NW7128 PHONE UPGRADE FOR 0365 CONVERSION	160.00		01/31/23
ACCOUNT TOTAL							160.00	.00	160.00

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 38
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-40					PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.				
1154		08/23 AP		12/30/22 0000000	PROFESSIONAL OFFICE SERVICES	11,496.88		01/31/23	
					PRINT WINTER'22 CURRENTS				
					ACCOUNT TOTAL	11,496.88	.00	11,496.88	
606-1078-441.81-42 PROFESSIONAL SERVICES / CJIS OPERATION									
1216		08/23 AP		01/16/23 0000000	BLACK HAWK CO.CJIS	10,841.62		01/31/23	
					FY'23 2ND 1/2 OPERATE EXP				
					ACCOUNT TOTAL	10,841.62	.00	10,841.62	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1239		08/23 AP		01/22/23 0000000	GORDON FLESCH COMPANY	1,083.25		01/31/23	
					COPIERS/24629-MPS01 01/22/23-02/21/23				
					ACCOUNT TOTAL	1,083.25	.00	1,083.25	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
1239		08/23 AP		01/24/23 0000000	VERTIGIS NORTH AMERICA LTD	5,901.00		01/31/23	
					ANNUAL GIS SUPPORT 1/31/23-1/30/24				
1216		08/23 AP		01/18/23 0000000	WHEN TO WORK INC	650.00		01/31/23	
					SCHEDULING SOFTWARE 03/16/23 - 03/15/24				
1154		08/23 AP		01/01/23 0000000	DE LAGE LANDEN FINANCIAL SERV	5,972.33		01/31/23	
					CISCO UMBRELLA				
1216		08/23 AP		05/31/21 0000000	ACTIVE NETWORK, LLC	5,210.00		01/31/23	
					LAST 4 MONTHS MAXGALAXY 07/01/21 - 10/31/21				
					ACCOUNT TOTAL	17,733.33	.00	17,733.33	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1239		08/23 AP		01/24/23 0000000	HEARTLAND BUSINESS SYSTEMS LL	6,083.34		01/31/23	
					OFFICE365 MONTHLY SUB-JAN				
1216		08/23 AP		01/11/23 0000000	STRICTLY TECHNOLOGY, LLC	974.74		01/31/23	
					LAPTOP:DEI SPEC-C.LUHRING				
1154		08/23 AP		01/10/23 0000000	STRICTLY TECHNOLOGY, LLC	799.60		01/31/23	
					MONITORS FOR INVENTORY				
1239		08/23 AP		01/04/23 0000000	HEARTLAND BUSINESS SYSTEMS LL		3,043.20	01/31/23	
					CREDIT.OVERCHARGE DEC'22				
1154		08/23 AP		09/29/22 0000000	KELTEK INCORPORATED	6,919.16		01/31/23	
					MDC PD#22				
					ACCOUNT TOTAL	14,776.84	3,043.20	11,733.64	
					FUND TOTAL	56,094.60	3,043.20	53,051.40	

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 39
 ACCOUNTING PERIOD 07/2023

GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 680 HEALTH INSURANCE FUND								
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE								
1154		08/23	AP	01/09/23	0000000	HOLMES MURPHY & ASSOCIATES LL	2,333.33	01/31/23
						BENEFITS CONSULTING SERV. FEBRUARY 2023		
						ACCOUNT TOTAL	2,333.33	.00 2,333.33
						FUND TOTAL	2,333.33	.00 2,333.33
FUND 681 HEALTH SEVERANCE								
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1180		08/23	AP	01/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	16.87	01/31/23
						OFFICE SUPPLIES, PAPER PENS, CLIPS		
						ACCOUNT TOTAL	16.87	.00 16.87
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL								
1226		08/23	AP	01/17/23	0000000	CONSOLIDATED ENERGY COMPANY	855.00	01/31/23
						BULK DEF FOR TECH PARKWAY		
1205		08/23	AP	01/16/23	0000000	HTP ENERGY	22,021.04	01/31/23
						GASOHOL 2200 TECH		
1192		08/23	AP	01/11/23	0000000	NORTHLAND PRODUCTS CO.	86.25	01/31/23
						USED ANTIFREEZE COLLECTED		
1192		08/23	AP	01/09/23	0000000	NORTHLAND PRODUCTS CO.	44.60	01/31/23
						USED OIL COLLECTION		
1226		08/23	AP	01/04/23	0000000	MANSFIELD OIL COMPANY	20,679.43	01/31/23
						GASOHOL TO BLUFF STREET		
1192		08/23	AP	12/31/22	0000000	AIRGAS USA, LLC	72.63	01/31/23
						CUTTING GAS CYLINDER RENTAL		
1233		08/23	AP	12/31/22	0000000	NAPA AUTO PARTS	1,049.21	01/31/23
						NAPA PARTS 12/31/22		
1180		08/23	AP	12/30/22	0000000	NORTHLAND PRODUCTS CO.	4,931.36	01/31/23
						BULK OIL		
						ACCOUNT TOTAL	49,739.52	.00 49,739.52
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS								
1239		08/23	AP	01/18/23	0000000	STRICTLY TECHNOLOGY, LLC	3,295.60	01/31/23
						3D PRINTER, SUPPLIES		
						ACCOUNT TOTAL	3,295.60	.00 3,295.60
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1205		08/23	AP	10/12/22	0000000	CITY LAUNDERING CO.	41.64	01/31/23

PREPARED 01/31/2023, 8:59:32
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	----	TRANSACTION----	-----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES continued										
1205		08/23 AP	09/15/22	0000000		CITY LAUNDERING CO.	41.31			01/31/23
FIRST AID SUPPLIES										
1205		08/23 AP	08/18/22	0000000		CITY LAUNDERING CO.	20.16			01/31/23
FIRST AID SUPPLIES										
1205		08/23 AP	07/13/22	0000000		CITY LAUNDERING CO.	41.66			01/31/23
FIRST AID SUPPLIES										
ACCOUNT TOTAL							144.77	.00		144.77
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
1226		08/23 AP	01/23/23	0000000		GIERKE-ROBINSON COMPANY, INC.	20.62			01/31/23
ENGINE COVER										
1226		08/23 AP	01/19/23	0000000		LEGACY FIRE APPARATUS	300.70			01/31/23
#FDP511 GAUGE PANEL										
1233		08/23 AP	01/18/23	0000000		TOYNE, INC.	996.39			01/31/23
FD540 REAR DOOR HANDLES										
1233		08/23 AP	01/17/23	0000000		TOYNE, INC.	539.36			01/31/23
FD502 SPLIT TANK										
1233		08/23 AP	01/16/23	0000000		TRACTOR SUPPLY CO.	37.45			01/31/23
HITCH PINS FOR PLOWS										
1233		08/23 AP	01/16/23	0000000		TRACTOR SUPPLY CO.	19.98			01/31/23
HITCH PINS FOR #278										
1233		08/23 AP	01/13/23	0000000		POLK'S LOCK SERVICE, INC.	84.38			01/31/23
AD01 SPARE KEY										
1192		08/23 AP	01/11/23	0000000		ALTEC INDUSTRIES, INC.	122.56			01/31/23
#2186 CONTROL COVER										
1192		08/23 AP	01/11/23	0000000		LEGACY FIRE APPARATUS	416.71			01/31/23
FD #511 PUMP GAUGES										
1192		08/23 AP	01/06/23	0000000		LAWSON PRODUCTS, INC.	1,177.49			01/31/23
MISC SHOP SUPPLIES										
1205		08/23 AP	01/04/23	0000000		C & C WELDING & SANDBLASTING	344.34			01/31/23
#2141 PLOW SHOCKS										
1205		08/23 AP	01/04/23	0000000		C & C WELDING & SANDBLASTING	138.47			01/31/23
PLOW REPAIR STEEL #246										
1180		08/23 AP	01/03/23	0000000		C & C WELDING & SANDBLASTING	1,018.13			01/31/23
#234 PLOW REPAIR										
1233		08/23 AP	12/31/22	0000000		NAPA AUTO PARTS	33,586.14			01/31/23
NAPA PARTS 12/31/22										
1192		08/23 AP	12/30/22	0000000		TOYNE, INC.	531.80			01/31/23
FD561 PUMP HEAT TAPE										
1180		08/23 AP	12/29/22	0000000		TOYNE, INC.	236.62			01/31/23
SIDE DOOR LATCHES FOR										
1180		08/23 AP	12/28/22	0000000		TOYNE FIRE TRUCKS AIRGAS USA, LLC	76.30			01/31/23
PLASMA CUTTING TIPS										
1180		08/23 AP	12/14/22	0000000		POLK'S LOCK SERVICE, INC.	10.00			01/31/23
SPARE KEYS FOR 2107										
ACCOUNT TOTAL							39,657.44	.00		39,657.44

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 41
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.86-04				08/23 AP 01/19/23	0000000	REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS PRECISE MRM LLC	1,020.00			01/31/23
1233						AVL CELL CHARGE				
						ACCOUNT TOTAL	1,020.00	.00	1,020.00	
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE										
685-6698-446.86-11				08/23 AP 01/01/23	0000000	REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE RON TURLEY ASSOCIATES, INC.	4,000.00			01/31/23
1180						MAINTENANCE SOFTWARE 03/01-02/29/2023				
						ACCOUNT TOTAL	4,000.00	.00	4,000.00	
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
685-6698-446.86-12				08/23 AP 01/20/23	0000000	REPAIR & MAINTENANCE / TOWELS ARAMARK	82.45			01/31/23
1226						SHOP TOWELS				
						ACCOUNT TOTAL	82.45	.00	82.45	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
685-6698-446.87-08				08/23 AP 01/16/23	0000000	RENTALS / WORK BY OUTSIDE AGENCY D & D TIRE INC.	380.00			01/31/23
1205						#382 RRI TIRE				
1205				08/23 AP 01/13/23	0000000	D & D TIRE INC.	280.00			01/31/23
						MOUNTED TIRES #265				
1192				08/23 AP 01/10/23	0000000	RASMUSSEN CO., THE	343.75			01/31/23
						#322 TOWED TO PW				
1192				08/23 AP 01/09/23	0000000	CEDAR VALLEY AUTO GLASS INC.	360.00			01/31/23
						PD11 WINDSHIELD				
1205				08/23 AP 01/09/23	0000000	D & D TIRE INC.	535.00			01/31/23
						#373 STEER TIRE				
1205				08/23 AP 01/09/23	0000000	D & D TIRE INC.	700.00			01/31/23
						#372 LFO/LRO TIRES REPLCD				
1205				08/23 AP 01/06/23	0000000	C & C WELDING & SANDBLASTING	303.25			01/31/23
						#490 TANK REPAIR				
1180				08/23 AP 12/15/22	0000000	HOTSY EQUIPMENT COMPANY	476.22			01/31/23
						POWER WASHER REPAIR				
						ACCOUNT TOTAL	3,378.22	.00	3,378.22	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
685-6698-446.93-01				08/23 AP 01/24/23	0000000	EQUIPMENT / EQUIPMENT WITHAM AUTO CENTERS	51,772.00			01/31/23
1233						MIRT FORD TRANSIT PD02 VM00648				
						ACCOUNT TOTAL	51,772.00	.00	51,772.00	
						FUND TOTAL	153,106.87	.00	153,106.87	

PREPARED 01/31/2023, 8:59:32
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 42
 ACCOUNTING PERIOD 07/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03					INSURANCE / LTD INSURANCE				
1239		08/23	AP	01/26/23	0000000 MADISON NATIONAL LIFE INS.CO.	3,952.71			01/31/23
					LTD-FEB'23				
					ACCOUNT TOTAL	3,952.71	.00	3,952.71	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1239		08/23	AP	01/26/23	0000000 MADISON NATIONAL LIFE INS.CO.	2,494.60			01/31/23
					GROUP LIFE AD/D FEB'23				
					ACCOUNT TOTAL	2,494.60	.00	2,494.60	
					FUND TOTAL	6,447.31	.00	6,447.31	
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05					INSURANCE / LIABILITY INSURANCE				
1217		08/23	AP	01/18/23	0000000 KIRK GROSS COMPANY	4,100.00			01/31/23
					CITY HALL WATER DAMAGE REMOVE/REINSTLL FURNITURE				
					PROJECT#: 011004				
1154		08/23	AP	01/10/23	0000000 STRICTLY TECHNOLOGY, LLC	2,149.38			01/31/23
					REPL:WATER DAMAGED DEVICE HOWARD&SEVY LAPTOP/MONITR				
					PROJECT#: 011004				
1154		08/23	AP	07/29/22	0000000 KELTEK INCORPORATED	6,916.49			01/31/23
					PD18 STRUCK OV-INSTALLAT. DOL:03/07/22				
					ACCOUNT TOTAL	13,165.87	.00	13,165.87	
					FUND TOTAL	13,165.87	.00	13,165.87	
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
					GRAND TOTAL	1,383,827.43	5,088.74	1,378,738.69	

Ron Gaines

From: Dustin Ganfield <dustinganfield.cf5@gmail.com>
Sent: Tuesday, January 24, 2023 1:09 PM
To: Gil Schultz; Chase Schrage; Ron Gaines
Subject: Fwd: Bluebell Rd parking
Attachments: Bluebell.jpg

CAUTION: This email originated outside the City of Cedar Falls email system.
 Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey gents, had a resident with concerns regarding the parking along Bluebell Rd. by MercyOne, which I share. Were there any traffic studies done before or during construction on S.Main/Greenhill that would help us discern whether we should restrict parking along Bluebell?

I know of at least one traffic accident in this corridor due to reduced visibility, so would think a study could be justified if we hadn't done one yet.

Let me know if we already have or could look at this section.

Thanks,

Dustin Ganfield
 Councilman
 Cedar Falls Ward 5

Mobile: (319) 553-6899

----- Forwarded message -----

From: **Matthew Brogan** <m.brogan@cfu.net>
Date: Tue, Jan 24, 2023, 8:20 AM
Subject: Bluebell Rd parking
To: <siresforiowa@gmail.com>, <citizens4kellydunn@outlook.com>, <dustinganfield.cf5@gmail.com>
Cc: <Rob.Green@cedarfalls.com>

I'm writing regarding what in my opinion is an unsafe situation, which is parking along Bluebell Rd between Main St & Coneflower Pkwy.

There are often vehicles parked on Bluebell Rd adjacent to the MercyOne. I presume the vehicles parked there are employees of MercyOne parking there for convenience.

See the attached map screenshot that shows the area where vehicles typically park.

Given the proximity of where the vehicles park relative to the two Kwik Star entrances, it creates a narrower road there and could diminish the visibility of cars exiting the MercyOne parking lot.

During the construction season when the Greenhill/Main intersection was under construction, parking was prohibited on Bluebell Rd from Main St to Coneflower Pkwy. That kept that stretch of road free of parking, and that was much more amenable.

I would contend that should be made 'permanent'. If you conferred with the Fire Truck drivers at the Public Safety Building I'm sure they would concur.

This is a presumption, but I'm sure if they are meeting 'code', the MercyOne parking lot is sufficiently sized to accommodate parking for their employees.

Ron Gaines

From: Gil Schultz <gil.schultz@cfu.net>
Sent: Monday, January 23, 2023 3:23 PM
To: Simon Harding; Chase Schrage; Craig Berte; Ron Gaines; Dustin Ganfield; Kim Kerr
Cc: Gil Schultz; kelly dunn; Dave Sires; Daryl Kruse; Susan deBuhr
Subject: Re: Public safety committee agenda

CAUTION: This email originated outside the City of Cedar Falls email system.
 Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor-Mr. Gaines,

Please schedule a Public Works Committee meeting with these items on the agenda.

1. Snow Removal (motor and pedestrian ways) program structure, strategies, budget and historical successes and lessons learned: Citizen Interest
2. Four Way Stop proposed at Lonetree Road and Center Street (North Cedar Neighborhood Association has requested and a petition is being circulated)
3. Pedestrian crosswalks at University Avenue (in front of John Deery Motors) and Center Street "School Crossing": Citizen Interest
4. Automotive traffic patterns for North Cedar, Aldrich, Orchard Hill and Southdale student pick up: Citizen/Parents interest

Thank You,
 Public Works Committee Chair: Gil Schultz

----- Original Message -----

From: simonharding.cf4 <simonharding.cf4@gmail.com>
To: Rob Green <rob.green@cedarfalls.com>, Chase Schrage <chase.schrage@cedarfalls.com>, Craig Berte <craig.berte@cedarfalls.com>, Ron Gaines <ron.gaines@cedarfalls.com>, Dustin Ganfield <dustinganfield.cf5@gmail.com>
Cc: Kim Kerr <kim.kerr@cedarfalls.com>
Sent: Thu, 19 Jan 2023 10:51:06 -0500 (EST)
Subject: Re: Public safety committee agenda

CAUTION: This email originated outside the City of Cedar Falls email system.
 Do not click links or open attachments unless you recognize the sender and know the content is safe.

While this is indeed a safety issue in many ways, I believe it should go to the public works committee as that is where the policy is made and enforced. It is also a division of public works that does the work. Public safety committee would be involved with policies and issues concerning the public safety department of our city.

I only mention this because of the subject line of the email. Dustin just uses standing committee meeting in the body of the email.