



AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
TUESDAY, JANUARY 2, 2018
7:00 PM AT CITY HALL

- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of December 18, 2017.
- D. Agenda Revisions.
- E. New Business:
 1. 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.)
 - a. Receive and file the report of the Mayor relative to the appointment of the Mayor Pro Tem and Chair of the Administration Committee for 2018.
 - b. Approve the recommendation of the Mayor relative to the appointment of Thomas Frazier to the Housing Commission, term ending 12/31/2019.
 - c. Receive and file the Committee of the Whole minutes of December 18, 2017 relative to the following items:
 - (1) Greater Cedar Valley Alliance Update.
 - (2) Bills & Payroll.
 - d. Receive and file the City Council Work Session minutes of December 19, 2017.
 - e. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
 - (1) Planner I.
 - (2) Public Safety Officer.
 - f. Receive and file Departmental Monthly Reports of November 2017.
 - g. Approve the following applications for liquor licenses:
 - (1) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
 - (2) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E liquor - renewal.
 - (3) Cedar Falls Family Restaurant, 2627 Center Street, Special Class C liquor - new.
 2. 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.)

- a. Resolution deleting the pay for an employee in the position of PT-Laborer in the Public Works & Parks Division.
 - b. Resolution establishing the pay for a new employee hired in the position of PT-Hearst Lab Technician in the Visitors & Tourism/Cultural Programs Division.
 - c. Resolution establishing the pay for an employee reclassified to the position of PT-Community Service Officer II in the Police Operations Division.
 - d. Resolution approving and adopting the recommendation of the Parks & Recreation Commission relative to a Recreation Fee Schedule to become effective April 24, 2018.
 - e. Resolution approving and authorizing execution of an agreement with Ritland+Kuiper Landscape Architects relative to preparation of plans and specifications for the "Place to Play" Park, f/n/a the Inclusive Play Park or All Play Playground.
 - f. Resolution identifying the former alignments of U.S. Highway Route 20 and declaring support for the placement of signage along Historic Route 20 within the City of Cedar Falls.
 - g. Resolution approving and accepting a Warranty Deed, Temporary Construction Easements and a Permanent Drainage Easement, in conjunction with the West 20th Street Dry Run Creek RCB Culvert Replacement Project.
 - h. Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the West 20th Street Dry Run Creek RCB Culvert Replacement Project.
 - i. Resolution approving the final cost for installation of a traffic signal located at the intersection of Greenhill Road and Prairie Parkway relative to Heritage Hills Estates Second Addition.
 - j. Resolution approving the preliminary plat of Viking Road First Addition.
 - k. Resolution approving the final plat of Viking Road First Addition.
 - l. Resolution setting January 15, 2018 as the date of public hearing on the proposed FY2018-FY2023 Capital Improvements Program (CIP).
- F. Allow Bills and Payroll.
- G. City Council Referrals.
- H. City Council Updates.
- I. Executive Session to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i), following Public Forum.
- J. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
- K. Adjournment.

**CITY HALL
CEDAR FALLS, IOWA, DECEMBER 18, 2017
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Absent: None.

- 51657 - It was moved by Runchey and seconded by Darrah that the minutes of the Regular Meeting of December 4, 2017 be approved as presented and ordered of record. Motion carried unanimously.
- 51658 - Mayor Brown announced that in accordance with the public notice of December 8, 2017, this was the time and place for a public hearing on a proposal to enter into a Development Agreement with Zheng Development, L.L.C. relative to a commercial development at 2125 College Street. It was then moved by Blanford and seconded by Taiber that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51659 - The Mayor then asked if there were any written objections filed to the proposed Development Agreement. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation. There being no one else present wishing to speak either for or against the proposed Development Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 51660 - It was moved by Blanford and seconded by Runchey that Resolution #20,863, approving and authorizing execution of a Development Agreement with Zheng Development, L.L.C. relative to a commercial development at 2125 College Street, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,863 duly passed and adopted.
- 51661 - Mayor Brown announced that in accordance with the public notice of December 7, 2017, this was the time and place for a public hearing on the proposed Amendment No. 4 to the Downtown Development Area Urban Renewal Plan. It was then moved by Darrah and seconded by Wieland that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51662 - The Mayor then asked if there were any written objections filed to the proposed Amendment. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation. There being no one else present wishing to speak either for or against the proposed Amendment, the Mayor declared the hearing closed and passed to the next order of business.
- 51663 - It was moved by Miller and seconded by Darrah that Resolution #20,864, determining an area of the City to be a blighted area, and that the rehabilitation,

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conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Downtown Development Area Urban Renewal Plan, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,864 duly passed and adopted.

- 51664 - Mayor Brown announced that in accordance with the public notice of December 13, 2017, this was the time and place for a public hearing on the proposal to enter into a Grant Agreement in Support of Mill Race Center for Entrepreneurship and Innovation relative to supporting new business creation in the Downtown Development Urban Renewal Area. It was then moved by Darrah and seconded by Wieland that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51665 - The Mayor then asked if there were any written objections filed to the proposed Grant Agreement. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation. There being no one else present wishing to speak either for or against the proposed Grant Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 51666 - It was moved by Taiber and seconded by Wieland that Resolution #20,865, approving and authorizing execution of a Grant Agreement in Support of Mill Race Center for Entrepreneurship and Innovation relative to supporting new business creation in the Downtown Development Urban Renewal Area, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,865 duly passed and adopted.
- 51667 - It was moved by Miller and seconded by Darrah that Resolution #20,866, authorizing advancement of costs for an Urban Renewal project and certification of expenses incurred by the City for payment under Iowa Code Section 403.19 relative to the Mill Race Center for Entrepreneurship and Innovation project in the Downtown Development Urban Renewal Area, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,866 duly passed and adopted.
- 51668 - It was moved by Runchey and seconded by Darrah that Ordinance #2916, amending Chapter 14, Housing, of the Code of Ordinances relative to the Minimum Rental-Housing Code, be passed upon its third and final consideration. Following comments by Jim Skaine, 2215 Clay Street, and Councilmember Taiber, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Darrah, Wieland. Nay: Blanford, Taiber. Motion carried. The Mayor then declared Ordinance #2916 duly passed and adopted.

51669 - It was moved by deBuhr and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- (1) Karen Morlan, Housing Commission, term ending 12/31/2019.
- (2) Gary Winterhof, Housing Commission, term ending 12/31/2019.

Receive and file the Abstract of Votes for the November 7, 2017 Municipal Election and the December 5, 2017 Municipal Runoff Election.

Receive and file the bids received for the West 20th Street Dry Run Creek RCB Culvert Replacement Project.

Approve the following applications for liquor licenses:

- (1) Soho Sushi Bar & Deli, 115-119 Main Street, Class B liquor & outdoor service - renewal.
- (2) Noble Oak, 314 Main Street, Class C liquor & outdoor service - renewal.
- (3) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.
- (4) Barmuda Distribution, 6027 University Avenue, Class E liquor - renewal.
- (5) The Music Station, 1420 West 1st Street, Class E liquor - renewal.
- (6) Rancho Chico, 618 Brandilynn Blvd #104, Class C Liquor - new.

Motion carried unanimously.

51670 - It was moved by Darrah and seconded by deBuhr to receive and file the bids received for the Public Safety Facility. Following comments by Jim Skaine, 2215 Clay Street, the motion carried unanimously.

51671 - It was moved by Miller and seconded by Runchey to receive and file an Order for Damages and Entry of Judgment, in conjunction with the University Avenue Reconstruction Project. Following comments by Jim Skaine, 2215 Clay Street, and response by Community Development Director Sheetz, the motion carried unanimously.

51672 - It was moved by Wieland and seconded by Darrah that the following resolutions be introduced and adopted:

Resolution #20,867, deleting the pay for an employee in the position of Planning & Community Services Manager in Community Development.

Resolution #20,868, deleting the pay for an employee in the position of Maintenance Worker in the Public Works & Parks Division.

Resolution #20,869, establishing the pay for a new employee hired in the position of Library Director at the Cedar Falls Public Library.

Resolution #20,870, establishing the pay for an employee reclassified to the position of Civil Engineer I in the Engineering Services Division.

Resolution #20,871, establishing the pay for an employee reclassified to the position of CIP Projects Supervisor in the Engineering Services Division.

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Resolution #20,872, establishing the pay for an employee reclassified to the position of PT-Hearst Coordinator in the Visitors & Tourism/Cultural Programs Division.

Resolution #20,873, levying a final assessment for costs incurred by the City to mow property located at 216 Iowa Street.

Resolution #20,874, approving and accepting a Patent and Temporary Construction Easement from the State of Iowa, in conjunction with the Dry Run Creek Sanitary Sewer Improvements Project.

Resolution #20,875, approving and authorizing execution of a White Goods Recycling Service Agreement with Weikert Iron and Metals Recycling for de-manufacturing services relative to the City's appliance recycling.

Resolution #20,876, approving and accepting a Warranty Deed and a Temporary Construction Easement, in conjunction with the West 20th Street Dry Run Creek RCB Culvert Replacement Project.

Resolution #20,877, approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$820,727.26, for the West 20th Street Dry Run Creek RCB Culvert Replacement Project.

Resolution #20,878, approving and authorizing execution of an Owner Purchase Agreement, in conjunction with the Center Street Recreational Trail Project.

Resolution #20,879, approving and authorizing execution of a Maintenance and Repair Agreement and Permanent Easement with Heritage Hills Estates Second Addition Homeowners' Association relative to a post-construction stormwater management plan for Heritage Hills Estates Second Addition.

Resolution #20,880, approving and authorizing execution of a Developmental Procedures Agreement with Anfinson Properties, L.L.C. relative to Heritage Hills Estates Second Addition.

Resolution #20,881, approving and accepting completion of public improvements in Heritage Hills Estates Second Addition.

Resolution #20,882, approving the final plat of Heritage Hills Estates Second Addition.

Resolution #20,883, approving a Central Business District Overlay Zoning District site plan for signage at 401 Main Street.

Resolution #20,884, approving the Francis Street Minor Plat.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #20,867 through #20,884 duly passed and adopted.

51673 - It was moved by Runchey and seconded by deBuhr that Resolution #20,885,

establishing the pay for a new employee hired in the position of PT-Community Service Officer I in the Police Operations Division, be adopted. Following comments by Jim Skaine, 2215 Clay Street, and responses by Councilmember Runchey and Public Safety Services Director Olson, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,885 duly passed and adopted.

- 51674 - It was moved by Runchey and seconded by Darrah that Resolution #20,886, establishing the pay for an employee reclassified to the position of Public Safety Officer in the Police Operations Division, be adopted. Following comments by Jim Skaine, 2215 Clay Street, and responses by Public Safety Services Director Olson and the Mayor, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,886 duly passed and adopted.
- 51675 - It was moved by Wieland and seconded by Runchey that Resolution #20,887, establishing the 2018 pay for City of Cedar Falls elected officials, in compliance with the City's Code of Ordinances, be adopted. Following comments by Jim Skaine, 2215 Clay Street, and response by Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,887 duly passed and adopted.
- 51676 - It was moved by Darrah and seconded by Runchey that Resolution #20,888, approving and accepting the contract and bond of Peterson Contractors, Inc. for the University Avenue Reconstruction Project, Phase 3, be adopted. Following comments by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,888 duly passed and adopted.
- 51677 - It was moved by Taiber and seconded by Miller that Resolution #20,889, approving and accepting the low bid of Peters Construction Corporation, in the amount of \$7,392,651.00, for the Public Safety Facility, be adopted. Following comments by Jim Skaine, 2215 Clay Street, and response by Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,889 duly passed and adopted.
- 51678 - It was moved by Wieland and seconded by deBuhr that Resolution #20,890, approving and accepting the contract and bond of Peters Construction Corporation for the Public Safety Facility, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,890 duly passed and adopted.

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- 51679 - It was moved by Darrah and seconded by Runchey that Resolution #20,891, approving and authorizing execution of Change of Work Order No. 2 to the contract with Vieth Construction Corporation relative to the 2017 Permeable Alley Project, be adopted. Following comments by Jim Skaine, 2215 Clay Street, and responses by Councilmember deBuhr, City Engineer Resler and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #20,891 duly passed and adopted.
- 51680 - It was moved by deBuhr and seconded by Blanford that the bills and payroll 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: Miller, deBuhr, Runchey, Blanford, Darrah, Wieland, Taiber. Nay: None. Motion carried.
- 51681 - It was moved by Wieland and seconded by Runchey that the current ordinance regulating on-street trailer parking be referred to the Committee of the Whole for review. Motion carried unanimously.
- It was then moved by Miller and seconded by Taiber that the issue of harvesting animals within the city limits be referred to the Committee of the Whole for review. Motion carried unanimously.
- 51682 - Mayor expressed appreciation to Councilmembers Runchey and Taiber for their service and announced that the newly elected officials were sworn in before the meeting.
- The Mayor then announced the next regularly scheduled City Council Meeting to be January 2, 2018, and wished everyone Merry Christmas and Happy New Year.
- 51683 - Penny Popp, 4805 South Main Street, apologized for previous remarks opposing the Public Safety Officer Program and read a letter she wrote to Public Safety Services Director Olson stating that she has changed her mind after attending a live fire training exercise. Ms. Popp also expressed appreciation to those serving the community.
- Jim Skaine, 2215 Clay Street, commented about his experiences in 2017 and requested that the word "germane" be removed from the City Council agendas. Mr. Skaines acknowledged Councilmembers Runchey and Taiber for their service and extended Holiday Greetings to everyone.
- Craig Fairbanks, 405 Spruce Hills Drive, expressed his appreciation of the City's Planning and Engineering staff for their recent parking regulation and traffic signage decisions, and thanked Councilmembers Runchey and Taiber for their service.
- 51684 - It was moved by Runchey and seconded by Taiber that the meeting be adjourned at 7:54 P.M. Motion carried unanimously.

Jacqueline Danielsen, CMC, City Clerk



MAYOR JIM BROWN

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

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: December 22, 2017
SUBJECT: Mayor Pro Tem & Administration Committee Chair Appointment

For 2018, I am officially appointing Tom Blanford as Mayor Pro Tem and Susan deBuhr as Chair of the Administration Committee.

In addition, I would like to thank Frank Darrah for his service as Mayor Pro Tem for the past two years.



MAYOR JIM BROWN

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
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MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: December 21, 2017
SUBJECT: Reappointment

I am recommending the following reappointment:

Name:	Board/Commission:	Term Ending:
Thomas Frazier	Housing Commission	12/31/2019

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

December 18, 2017

The Committee of the Whole met in the Council Chambers at 6:25 p.m. on December 18, 2017, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Mark Miller, John Runchey, Nick Taiber, and David Wieland. Staff members attended from all City Departments. Pat Kinney with the Waterloo Courier, Bob Smith, Jr., Lisa Skubal, Cary Darrah and Cassie Grimsman from Great Cedar Valley Alliance and Chamber (GCVAC) and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Great Cedar Valley Alliance Update. Bob Smith, Jr. Chair of Greater Cedar Valley Alliance thanked the council and city for their support and involvement with GCVA. He introduced Lisa Skubal, Vice President of Economic Development. Ms. Skubal updated the council on projects this past year. She stated they are participating in two external marketing campaigns; International Lead Generation and Midwest Domestic Marketing and Call Trip. She reviewed the Cedar Falls Connect and the companies involved. Ms. Skubal introduced Cassie Grimsman who is a Business Services Coordinator and a recent graduate from University of Northern Iowa. Cary Darrah, Vice President of Community Development, updated the council on the Leader in Me and the Leadership Institute. She said nominations are open for the Greater Cedar Valley Alliance & Chamber Annual Awards Celebration on March 27, 2018. Mr. Smith again thanked the council for their partnership with GCVA. Committee members held a brief discussion.

Mayor Brown introduced the final item on the agenda bills and payroll. John Runchey moved to approve the bills as presented and Tom Blanford seconded the motion. The motion carried unanimously.

There being no further discussion Mayor Brown adjourned the meeting at 6:45 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY COUNCIL WORKSESSION

City Hall – Duke Young Conference Room
December 19, 2017

The City Council held a worksession at 5:00 p.m. on December 19, 2017, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Mark Miller, Nick Taiber, David Wieland, Council-elect Daryl Kruse, and Council-elect Rob Green. Staff members Ron Gaines, Jennifer Rodenbeck, Mark Ripplinger, Stephanie Sheetz, Jeff Olson, Lisa Roeding, Chase Schrage, Jon Resler, and Kevin Rogers.

Mayor Brown called the meeting to order and roll call was taken.

Mayor Brown introduced the only item on the agenda, discussion of prioritization of the Capital Improvements Program (CIP) and budget impacts. Ron Gaines, City Administrator began by noting the materials that were distributed that included a preliminary CIP, a list of projects on the CIP that are funded by GO bonds, and a list of unmet needs. Ron then presented a power point outlining various aspects of the CIP including how priorities of projects were determined, the financial policies that the Council has either approved or discussed, major projects that the council will need to discuss in terms of priorities, and funding of these projects. Both Ron and Jennifer Rodenbeck, Director of Finance & Business Operations, explained to the council how these large projects (White Water, River Bank Improvements, Center Street, and Main Street) impact the development of the CIP and determining of the funding sources of these projects may affect use of flood reserves and GO bonding. They also reminded the council of the City's long-term policy of only issuing replacement debt and developing the CIP around that financial policy. The Council had several questions related to impact on tax rate, replacement debt policies, flood reserve financial policies, economic development financial policies, setting of the City's property tax rate, the use of private donations to fund the white water project, the timing of several projects, etc.

At this point, Ron presented the staff recommendation as follows:

Center Street Trail – FY18.

Center Street Improvements – FY19-FY20 assuming use of \$500,000 of Flood Reserve Funds.

Main Street – FY21-FY23

River Bank Improvements – FY22

White Water – Unfunded unless a 50% Private Match Occurs. If a private match does occur, the match from the City which is estimated at \$1,000,000 may be from the Flood Reserve Funds.

Council continued to have discussion about the viability of the White Water project and whether Flood Reserve funds should be used. The council will continue to discuss the source of the City's match at a future time once there are more details about the project and if a private match will be feasible.

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The Council agreed by consensus with the staff recommendation. The staff will develop the CIP based on these priorities and will present the CIP to council for approval in January.

There being no further discussion, Frank Darrah moved for adjournment and Tom Blanford seconded the motion. The motion carried unanimously. Mayor Brown adjourned the meeting at 6:40 p.m.

Minutes by Jennifer Rodenbeck, Director of Finance & Business Operations

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

December 20, 2017

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

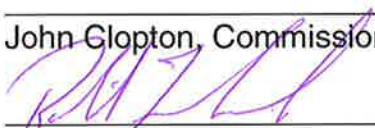
Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the position of Planner I. Listed below are the names of the top ranked candidates with averaged written test scores, applicable Veteran's Preference points, and total points with preference, as applicable.

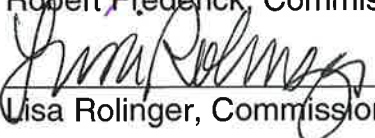
<u>Applicant Name</u>	<u>Test Score</u>	<u>Veteran's Preference</u>	<u>Test Score With Preference</u>
1. Adam Kofoed	460	32	492
2. Lisa Ahern	488		488
3. Susan Kempf	317		317
4. Layla Bajelan	315		315
5. Rebecca Johnson	307		307

Respectfully Submitted,

John Glopton, Commission Chairperson



Robert Frederick, Commissioner



Lisa Rolinger, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Stephanie Sheetz, Director of Community Development
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

December 20, 2017

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


Dear Mayor Brown and Council Members:

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

<u>Applicant Name</u>	<u>Overall Test Score %</u>	<u>Veteran's Preference %</u>	<u>Total % Points With Preference</u>
1. Adam Hancock	94		94
2. Nolan Young	88		88
3. Kevin Hernandez	87		87
4. Admir Babic	75		75

Respectfully Submitted,

John Clopton, Commission Chair



Robert Frederick, Commissioner



Lisa Rolinger, Commissioner

Orig: Jacque Danielsen, City Clerk
Cc: Director/Chief Olson, Ass't Chief Berte, Civil Service Records

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



November 2017

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**Finance & Business Operations
Financial Services
November 2017**

Financial Reports

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

Cash Management

Property tax related revenues received to date in FY18 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY18 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

Treasury

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Clerk and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$99,899,500 invested in CD's and \$10,100,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Withdrawal	2	5,000,000.00
CD/Investment Interest		\$53,034.96

FY18 Capital Improvements Plan

All departments submitted their FY2018-2023 Capital Improvement Plan (CIP) requests. The Council will be having a special worksession on the CIP to prioritize projects. The CIP will then be presented to Planning & Zoning Commission and Council Committee in January.

FY19 Budget

The FY19 budget process was started in November. All departments submitted their budget requests. The budgets will be compiled in December and January and revenue projections will also be completed at that time.

FY19 Goal Setting

Materials and information were prepared for the FY19 Goal Setting Sessions that the City Council held in November. During those sessions, the City Council outlined various

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priorities and parameters that will aid in the development of the CIP and the FY19 budget.

TIF & Urban Renewal Reporting

Certifications for the four active TIF districts were filed with Black Hawk County prior to the December 1st deadline. The annual Urban Renewal Report was also filed with the Iowa Department of Management before the December 1st deadline.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax report was filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For November, 39 payroll checks and 703 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 172 invoices were mailed out to customers.
7. 1,646 transactions for accounts payable were processed and approved by the City Council for payment and 554 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Staff continues to work on recordkeeping of flood related activities with regards to the 2016 Flood event which started September 21, 2016.
10. Staff began work on setting up the Sturgis Falls books in Quickbooks to provide bookkeeping support in the upcoming months.

Benefit & Compensation Activities

1. Cafeteria plan enrollment materials were distributed for 2018 and staff began online entry.
2. Health fund data for the first four months of FY18 was prepared and forwarded to Gallagher Benefit Services to provide a mid-year FY18 report and FY19 health projections in December.

3. Gift cards were provided to wellness challenge #3 participants, and staff prepared for and attended the November 15 Wellness Committee meeting. Discussion included the Stressless wellness challenge #4, final plans for the November 1 and 9 chair massages and additional massages were planned for November 30th. Plans for the January 2018 financial wellness challenge were also discussed.
4. Census data was provided for the City's July 2018 long-term disability renewal, and similar data forwarded for dental and prescription drug plan pricing.
5. Medical leaves and return-to-work releases continued to be coordinated with employees, their providers, the Risk Management Committee and Arrowhead Medical Center.
6. Staff continued to work with the consultant on the pay plan study.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: CIP Projects Supervisor, Cultural Programs Supervisor, Fire Battalion Chief, Fire Captain, Library Director, Planner I (housing emphasis), Planning & Community Services Manager, Public Safety Officer, Traffic Operations Supervisor; PT positions: Community Service Officer, Fitness Coordinator, Library Intern and Shelver, Police Reserve and Paid On-Call Officers, and seasonal positions within the Community Development and Municipal Operations & Programs Departments.
2. Follow-up and preparations took place for the November 8 and 29 Commission meetings.
3. A revision to the Traffic Operations Supervisor was prepared and approved by City Council.

Miscellaneous Personnel Activities

1. United Way information was provided as a payroll stuffer and Directors provided materials within their departments for 2018 giving.

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Finance and Business Operations Information Systems Division Monthly Report November 2017

Software Purchase/Installation/Upgrade Activities

Software installations included:

- Windows Mobile Device Center was installed on the Land Surveyor's PC.
- QuickBooks software was installed on 2 PC's in Finance.
- Adobe InDesign and Photoshop were installed on a Tourism PC.

Software upgrades included:

- Hypersnap was upgraded to version 7.15.00 on one PC in Information Systems.
- Several PTF's were applied to the iSeries, a Full system save was completed and the Date/Time was updated to correct a 10 minute difference.
- TraCS Police software was upgraded from version 10 to version 17. Client installs were done on 26 PC's and 10 MDC's
- Firmware was updated from 2.1.3.16 to 2.1.8.6 on two video encoders at City Hall for DVR's/Cameras.

Equipment Purchase/Installation/Upgrade Activities

Equipment purchases included:

- A new DVD duplicator was purchased and installed for the Public Safety crime lab.
- A new fuser and transfer kit were purchased for 2 HP color copiers.
- One mobile PocketJet printer was purchased to replace the spare that was installed in a Public Safety Patrol Vehicle replacing a failed printer.
- Five displays were purchased to replace depleted inventory

Equipment installations included:

- A new editing workstation was deployed to a Cable TV employee.
- An ergonomic keyboard was installed at the Vehicle Maintenance Supervisor's desk.
- One PC at Hearst Center was re-located and a new PC configured and setup to accommodate the new programs supervisor.
- Laptop, phone and speakers were setup at the Hearst Center for Goal Setting.

Project and Assistance Activities

- We continue to work with the LAMA vendor's technical staff to address configuration issues following go live of the LAMA Land Management system.

- We continue to meet with the vendors to go over the remaining 5 issues and for educational purposes.
- Network Refresh Project
 - All equipment has been received
 - Net App installation started the week of November 27 and will continue into December
- Graphic design projects for the month included:
 - Hearst Center: annual campaign mailing (letter, envelopes, bookmark, form), winter brochure, Currents, November and December film posters, Wormell exhibit promo, Adams family logo ideas, misc. printing
 - Tourism: Little Village ad, Travel IA ad, worked on stationary, and misc printing,
 - Other: gift card holders, business cards, coin inserts, wellness posters, website and social media maintenance, applicant testing nametags, SVRT stickers, created new Levee Project web page and notify me to enhance communication on the project.
- Assistance Activities:
 - Prepared and studied documentation for iSeries upgrade from 7.1 to 7.3. Completed some preliminary work; PTF upgrades, permissions, cleanup, test backup and restore from media, etc.
 - A new data cable was run in the Switch Room between switch/server racks to replace an old temporary installed cable.
 - A resettable fuse was installed in the Public Safety CSO office for resetting power to the building cameras when tripped.
 - A custom report in Crystal Reports was created to reflect number of calls related to Fireworks complaints prior to and after the legal window allowed for fireworks use.
 - Several video backups were preserved for Public Safety from multiple businesses' DVR's and in connection to an incident on college hill.
 - Several Community Development shared calendars were added to a building inspector engineering administrative staff calendar.
 - The Public Safety daily activity report was updated to reflect a name change from Kelli Head to Kelli Yates for previous records to show accurate information when queried.
 - Created internal paperless service requests for the employee intranet to communicate vehicle maintenance requests and road hazards from public safety to public works department.
 - We continue to provide controlled access to the internet, adding approved sites as requested by Division managers.
 - We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received.
 - We continue to provide support for the City's FTP server, adding folders and managing security as necessary.
 - Files and folders were restored from backup as requested by users.
 - We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
 - Laptops and projectors were provided and setup for those needing them

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for meetings and travel

- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- Worked with Upland support in resolving several issues with records in the OptiView document imaging system;
 - Documents missing OCR process,
 - Documents missing category field,
 - Documents missing image path.
 - Updated a reporting program to monitor the status of scanned images in order to be more proactive.
- A Public Works – Traffic Ops employee spread a virus by clicking on a link in an email from an unknown source. We reloaded the infected PC to prevent further spread of the virus and educated the employee.
- Network equipment and cameras were reset downtown at 4th and 3rd street to resolve camera connectivity issues.

Equipment Repair Activities

- A Police body camera was sent in for repair, under warranty.

Channel 15 Programming Activities

Televised live programs from City Hall:

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

Facilitated Public Access programming for both CFU and Mediacom cable systems.

Regular production included:

- Recorded 3 CF Volleyball games and had playbacks on Channel 15
 - Cedar Falls Volleyball v Urbandale (State Quarterfinals)
 - Cedar Falls Volleyball v Linn-Mar (State Semifinals)
 - Cedar Falls Volleyball v WDM Valley (State Championship)
- Recorded 1 CF Girls Basketball game and had playbacks on Channel 15
 - Cedar Falls Girls Basketball v DBQ Hempstead
- Recorded 1 CF Boys Swim meet and had playbacks on Channel 15
 - Cedar Falls Boys Swimming v. DBQ Senior
- Recorded 3 Live event for the Panther Sports Network, including replays
 - UNI Football vs. South Dakota
 - UNI Men's Basketball vs. Alcorn State
 - UNI Women's Basketball vs. Iowa State
- Recorded 1 Currents show
 - Holiday Hoopla Preview
- Recorded 1 Sports Talk Show
 - CF Volleyball State Champion Recap
- Recorded 1 Parent University show
 - Digital Media/Social Media
- Recorded 2 Hotline shows
 - Trivia Quarterfinals
 - Trivia Quarterfinals
- Recorded UNI Men's Basketball Media for playback on Channel 15
- Shot headshots for CF Girls Basketball
- Shot headshots for CF Boys Basketball
- Recorded & broadcast live Municipal Candidates Forum for runoff election
- Produced 4 City News shows
- Produced 2 Arts Overlook shows
- Aired 4 new Panther Sports Talk shows
- Aired 4 new Fight for Iowa show
- Received two productions of The Nutcracker from Gallagher Bluedorn for playback.
- Recorded intros for "Flood of 2016" documentary
- Recorded the Holiday Hoopla Window Winners

Continued weekly news format program "Cedar Falls City News" including the following stories:

- University Avenue/Road Construction update
- Yard Waste Collection
- Trick or Treat Downtown
- Korean War Exhibit at Grout Museum
- Cedar Falls Public Safety featuring Everett Dutcher story
- Flood Levee update
- Downtown Tree planting
- Hearst Center Exhibit
- Downtown Ribbon Cutting for National Designation

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- CF Business & Volunteer Awards
- Bob Seymour farewell
- Road Construction Wrap Up
- Black Hawk County Gaming Grant for Public Safety Building
- Holiday Hoopla Preview

Geographical Information Systems (GIS)

- Reviewed 3 RFP's for the Spring 2018 Aerial & LiDAR map improvement project.
- Completed the initial stages of data creation for capturing historical pavement management activities for Engineering.
- Assigned addresses for The Arbors 3rd Addition
- Collected as-built information for The Arbors 3rd Addition, Lot 5 Hanna Park,
- Captured as-built information on sprinklers, intakes and manholes for the Aquatic Center and provided a draft map.
- Provided assistance and maps for a property at 4418 University Ave
- Created parking stalls and lots for downtown and college hill areas showing all on and off-street parking. Provided a map to CMS and new maps for the front desk handouts.
- Provided a map of the college hill area for Police detectives.
- Setup new scripts to pull cemetery information from CIMS into SQL.
- Setup new cemetery web application for Public Works.
- Setup new triggers in SQL to calculate and change field values as other data is entered into layers.
- Changed 2600 address points to match their parcel number with the condo information used by LAMA.
- Setup building inspectors tablets with web application for searching current property records for LAMA.
- Setup admin clerks with new cemetery web app for searching space and burial information.
- Provided Fire Department with the number of non-residential buildings.

Training and Staff Activities

- OptiView training was given to a user in Engineering to better search for permits from the old MPS system
- Avigilon (cameras and software) Product demo was attended in the Duke Young room.
- GIS Analyst provided a guest lecture at UNI for GIS Web Mapping course November 7th.
- Attended reasonable suspicion training.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
NOVEMBER 2017**

REPORT FROM SWISHER & COHRT – BETH HANSEN, ROBERT BEMBRIDGE:

1. **Traffic Court:**

City Cases Filed: 105 (this number includes both City and State tickets)

Cases Set: 5

Trials Held: 1

2. **Code Enforcement:** Attend trial on dog-at-large case; attention to parking ticket matters; attention to potential nuisance claim.

3. **Miscellaneous:** Close on purchase of 404 Grant Street; research status of various mortgage releases; attention to new small claims case; research regarding mayor as a proper party.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters; review and revise proposed discipline; review and advise on disciplinary investigations
- b) Attend weekly Human Resource Meetings
- c) Advise on continuing issues with administrative leave
- d) Advise on comp time issue
- e) Advise on light duty issues
- f) Research, advise on Chapter 411 mileage reimbursement
- g) Attention to employee accommodation request
- h) Advise on FMLA issues
- i) Attention to disability application

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury

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- iii. property damage
 - iv. unemployment
 - v. eminent domain
- c) Review and approve outside counsel legal fees and expenses for payment
 - d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
 - e) Draft, file small claims Petition – damage to police vehicle
6. **CONTRACTS/AGREEMENTS:**
- a) Review of Foth Engineering construction administration contract
 - b) Review and advise—Snyder consulting agreement
 - c) Work on Plaza Memorandum of Understanding
 - d) Revise flood property standard lease form
 - e) Review and advise—INRCOG Block Grant administration proposal
 - f) Attention to and Advise-UNI property acquisition
 - g) Review flood buyout asbestos removal and demolition contracts
7. **MAYOR/CITY COUNCIL:**
- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
 - b) Advise on City Council procedural issues
 - c) Attend Goal Setting meetings
8. **ORDINANCES:**
- a) Work on Recodification
 - b) Additional work on Residential Rental Ordinance amendment
9. **MISCELLANEOUS:**
- a) Attend Weekly Department Meetings
 - b) Professional Reading-municipal and employment law resources
 - c) Advise on new Iowa appellate court cases of interest to the City
 - d) Advise on open records requests
 - e) Advise on white goods RFP
 - f) Attend various authorized Boards and Commissions meetings
 - g) Advise on service dog issue
 - h) Advise on code enforcement, nuisance issues
 - i) Advise on CenturyLink disputes
 - j) Advise on bid correction—math error
 - k) Attention to Pedicab license inquiry
 - l) Advise on native wine permit application
 - m) Attention to issues with Chapter 14 rental inspections
 - n) Advise on Twisted Spokes event
 - o) Research, advise on donation of City property to non-profits

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

10. **Risk Management/ Workers' Compensation/ Property/Liability Claims:**
 - a) Worked with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims. Preparation of discovery items and witnesses for upcoming trial
 - b) Review and edit contracts and certificates of insurance for insurance requirements; working legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
 - c) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.
 - d) Review of Chapter 411 – mileage
 - e) Review trails and parks rental agreements and insurance for special events
 - f) Work with CHUBB Adjuster, O&M Joint Complex (building fire) property claim
 - g) Work with FEMA Ins. Specialist and CHUBB Adjuster, 2016 flood claim
 - h) Process unemployment claims; attend Fact-Finding
 - i) Prepare for Annual Police Labs with Covenant Occupational Health and Wellness personnel
 - j) Completion of OSHA on-line Workers' Compensation and Injury Report

11. **Personnel**
 - a) Work with departments and legal counsel on disciplinary matters
 - b) Work with departments and legal counsel on various personnel issues; interviews and grievance issues
 - c) Review of disciplinary procedures requiring notice to Civil Service

12. **Human Rights Commission (HRC):**
 - a) Attended Executive Committee and Commission Meetings on November 20, 2017. Provided staff support to Committees and Commission
 - b) No official complaints received. Three current active cases; working with ICRC toward completion of claims
 - c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners
 - d) Prepare 2017 Annual Report
 - e) Updates to Annual African American Resource Guide

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FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS NOVEMBER 2017

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular Council meetings, two Committee of the Whole meetings, three Technical Review meetings and two Planning & Zoning Commission meetings. Staff processed all Council meeting follow-up communications and legal documents. City Council adopted two ordinances and sixty resolutions during the month, and staff drafted thirty of these resolutions.

Issued the following:

0	Business Licenses
38	Pet licenses
10	Annual "Paw Park" permits
12	Cemetery Interments

Issued the following Parking Permits:

50	Monthly Lot
1	Annual Lot (pro-rated)
1	Annual Senior
9	Monthly Construction
1	Daily/Guest
0	Annual Dumpsters

Processed (5) liquor licenses, (2) wine and (2) beer permits.

Recorded (10) documents with the Black Hawk County Recorder and (2) documents with the County Treasurer.

Responded to (2) requests for public records and (6) requests for information received thru the City's on-line Service Request feature.

Staff attended in-house training for CIMS cemetery software and a Licensing Reform meeting with the Iowa Alcoholic Beverages Division in Waterloo.

Assisted citizens and election officials with voter registration and polling locations for the Municipal Election on November 7th.

Assisted with preparations for the annual City Council Goal Setting sessions.

Facilitated city council action necessary for the annual Urban Renewal (TIF) reporting and certification.

The unemployment rates for the month of October 2017 were 3.3% for the Waterloo-Cedar Falls Metropolitan Area, 2.6% in Iowa and 4.1% in the U.S.

Document Imaging

- 10 – Police training files.
- 8 – Employee performance evaluations.
- 4 – Miscellaneous boards, commissions & committees meeting materials.
- 4 – City Council meeting files. (02/20/17-04/17/17)
- 51 – Planning archive land use permits (Tenth Street-Yorkshire Drive).
- 2 – Planning geographic files.
- Fire Operating Guidelines
- Collective Bargaining Agreements. (2017-2022)
- Departmental Monthly Reports for October 2017.
- Miscellaneous employee documents.

Parking Enforcement

- 815 – Parking citations issued.
- \$11,975.60 – Citations paid.

Parking Collections

- \$ 1,955.00 – Collections from delinquent parking accounts.
- \$ 1,450.00 – Vehicle immobilizations (29 vehicles).

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**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
NOVEMBER 2017**

Library Activity

Usage Statistics	September 2017	October 2017	October 2016
Customer Count	17,564	19,506	19,469
Circulation	33,959	36,235	37,360
Ebooks, emagazines, and streamed videos	3,656	3,837	3,922
Downloaded music	1,699	1,858	1,823
Reference Service	1,861	2,242	2,095
Items Added	906	626	1,366
Event Attendance	1,138	1,730	1,653
Computer & Wi-fi Usage	3,807	4,152	4,928

Special events in November included the following:

- Local Authors Showcase, featuring Linda Wiges, who discussed “Revealing Character through Dialogue.”
- November was NaNoWriMo: National Novel Writing Month. The library hosted a kickoff event and several write-ins during which participants worked on writing a novel, and the series included a “Night of Writing Dangerously” party.
- After-Hours Special Access Browsing Hour and Storytime provided a more neutral setting for individuals with autism, sensory disorders, and light sensitivity to enjoy the library.
- Teen Night, a biweekly after-hours program for teens on Friday nights.
- A Dungeons and Dragons Workshop introduced participants to the basics of playing D&D.
- Senior Device Advice, a help workshop about the most useful apps for senior citizens-- held at the Community Center.
- LitCon 2017 was a celebration of fandoms that included costume contests for all ages, D&D campaigns, crafts, a themed storytime, PS4 virtual reality demos, and more.
- Writers of the Cedar Valley, which includes an hour of quiet writing time, an hour of one-on-one or small group feedback and critique, and an hour of group discussion or guest presentations on writing-related topics.

- November Noir, a showing of *Force of Evil* with commentary by Dr. Grant Tracey, professor of film studies at UNI.
- Youth book clubs for 3rd-4th graders, 5th-6th graders, and junior high school students.

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

The Friends book discussions included *A Langern in Her Hand* by Bess Streeter Aldrich and *A Gentleman in Moscow* by Amor Towles.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, and music, the Center also hosted rentals for bridge clubs, a stamp club, a prayer breakfast, and a wedding.

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**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - NOVEMBER 2017**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Construction Underway	-----	BNKD Inc. Shoff Engineering
Greenhill Village 8th Addition	New Subdivision	Preliminary Plat to Council	-----	Skogman Anderson-Bogert
Heritage Hills Estates Second Addition	New Subdivision	Final Acc	-----	Anfinson Properties VJ Engineering
Huntington	New Subdivision	Preliminary Plat to Council	-----	Adam Clark CGA
McMahill Plat	New Subdivision	Under Construction	-----	Cedar Falls Schools Hall and Hall
Meadows 2nd Addition	Old Subdivision	Acceptance of Improvements Remain	-----	Shoff Engineering
Meadows 3rd Addition	Old Subdivision	Acceptance of Improvements Remain	-----	Shoff Engineering
Pheasant Hollow 2nd Addition	Old Subdivision	Acceptance of Improvements Remain	-----	Witham/Cortright
Prairie Winds 3rd Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie West 7th Addition	New Subdivision	Acceptance of Improvements Remain	-----	Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Plans Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Third Addition	New Subdivision	Under Construction	-----	Skogman/CGA
Wild Horse 3rd Addition	New Subdivision	Acceptance of Improvements Remain	-----	Skogman/CGA

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - NOVEMBER 2017**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA
Ashley Furniture		Under Construction	Approved	Claassen Engineering
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	-----
College Square Apartments	925 Maplewood Drive	Under Review	Under Review	Confluence
Community Foundation	Greenhill Circle	Approved	Approved	
Community Motors	4617 University Avenue	Under Construction	Approved	Helland Engineering
Greenhill Fountains - Ph. II	Under Construction	Approved	Approved	Hall & Hall
Hanna Park Lot 5		Under Construction	Approved	Shoff Engineering
Jacobson Parking Areas	411 Clay Street		Approved	Peters Construction
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved	
Western Home Community Building		Under Construction	Approved	Claassen Engineering
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom

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ENGINEERING DIVISION PROJECT MONTHLY REPORT - NOVEMBER 2017

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Bridge	Contracts	\$850,000	Engineering Division IIW
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM
Dry Run Creek Sanitary Sewer	Sanitary Sewer	Final Out Remains	\$4,500,000	Engineering Division SM Hentges
2016 Public Sidewalk	Public Sidewalk Repair & Utility Patching	Final Out Remains	\$95,000	Engineering Division Mike Dolan
2017 Public Sidewalk	Public Sidewalk Repair & Utility Patching	Under Contract	\$40,000	Engineering Division Feldman
2016 Permeable Alley	Storm Water	Final Out Remains	\$215,000	Engineering Division Mike Dolan
2017 Permeable Alley	Storm Water	Final Out Remains	\$150,000	Engineering Division Vieth Construction
Dry Run Creek Watershed Improvements Phase I	Storm Water	Final Out Remains	\$560,000	Engineering Division PCI
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
2017 Reconstruction	Street Repair	Final Out Remains	\$1,700,000	Engineering Division PCI
2017 Street Restoration	Street Repair	Final Out Remains	\$1,300,000	Engineering Division ASPRO
Cedar Falls Industrial Park Street Patch	Street Repair	Final Out Remains	\$325,000	Engineering Division Mike Dolan
Greenhill Road Extension	New Street Construction	Construction Underway	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Viking & Hwy 58 Interchange Final Design Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth PCI
University Avenue - Phase III	Reconstruction	Contracts	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design Pending	\$6,500,000	Engineering Division Snyder & Associates

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

Nov-17

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	10	0	\$2,137,343.00	\$16,181.00	48	0	\$10,977,437.00	\$86,274.00
Multi-Family New Construction								
Res Additions and Alterations	130	0	\$1,000,044.00	\$19,327.00	1104	0	\$11,154,857.00	\$197,987.20
Res Garages	1	0	\$15,500.00	\$290.00	33	0	\$275,621.00	\$5,836.60
Commercial/Industrial New Construction					4	0	\$892,749.00	\$7,278.00
Commercial/Industrial Additions and Alterations	9	0	\$254,050.00	\$3,399.00	61	0	\$20,787,323.00	\$111,520.00
Commercial/Industrial Garages					2	0	\$183,200.00	\$1,920.00
Churches					3	0	\$141,350.00	\$1,652.00
Institutional, Schools, Public, and Utility	1	0	\$1,000.00	\$0.00	6	0	\$8,408,842.00	\$39,901.00
Agricultural/Vacant								
Plan Review	6	0	\$0.00	\$4,731.00	40	0	\$0.00	\$97,374.00
Total	157	0	\$3,407,937.00	\$43,928.00	1301	0	\$52,821,379.00	\$549,742.80

Total for Month
 Total for Fiscal Year
 Total Same Month - LAST YEAR
 Total for Fiscal Year - LAST YEAR

\$3,407,937.00
 \$52,821,379.00
 \$12,637,901.00
 \$41,691,338.00

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

Nov-17

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	61	0	\$0.00	\$8,276.80	332	0	\$0.00	\$34,055.00
Mechanical	81	0	\$0.00	\$7,315.00	383	0	\$0.00	\$39,735.00
Plumbing	57	0	\$0.00	\$4,447.00	319	0	\$0.00	\$28,692.00
Refrigeration	2	0	\$0.00	\$175.00	3	0	\$0.00	\$265.00
Total	201			\$20,213.80	1037			\$102,747.00

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	3	0	\$0.00	\$450.00	11	0	\$0.00	\$1,350.00
Mechanical					1	0	\$0.00	\$150.00
Plumbing	1	0	\$0.00	\$0.00	3	0	\$0.00	\$150.00
Refrigeration								
Total	4			\$450.00	15			\$1,650.00

Building Totals	157	0	\$3,407,937.00	\$43,928.00	1301	0	\$52,821,379.00	\$549,742.80
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Grand Total	362	0	\$3,407,937.00	\$64,591.80	2353	0	\$52,821,379.00	\$654,139.80
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**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
November 2017**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on November 8, 2017 and November 21, 2017 where the following items were considered:

<u>Owner/Applicant</u>	<u>Project</u>	<u>Request</u>	<u>Action Taken</u>
T and T Rentals	419 Main Street	Central Business District Design Review	Approved.
Bryce Geisler	2116 Iowa Street	College Hill District Plat of Survey	Approved.
Chris Marchese	111 Main Street	Central Business District Design Review	Approved.
BNKD, Inc.	Autumn Ridge 8 th Addition	Final Plat	Approved.
CV Commercial, LLC	2119 College Street	College Hill District Site Plan Review	Introduced.

Group Rental Committee – Regular meeting was held on November 1, 2017 and November 15, 2017.

<u>Owners</u>	<u>Address</u>	<u>Request</u>	<u>Action Taken</u>
Brad & Cassie Howard	1510 W 2nd Street	Occupancy to increase to four (4) unrelated persons per unit.	Recommend approval for occupancy to remain at three (3) unrelated at transfer with stipulations.
Trevor McCormack	1909 Clay Street	Occupancy of four (4) unrelated persons.	Approval of four (4) unrelated with stipulations.

Board of Rental Housing Appeals – Regular meeting held on November 6, 2017.

<u>Owners</u>	<u>Address</u>	<u>Request</u>	<u>Action Taken</u>
Brad & Cassie Howard	1510 W 2nd Street	Occupancy to increase to four (4) unrelated persons per unit.	Recommend approval for occupancy to remain at three (3) unrelated at transfer with stipulations.

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Board of Adjustment – No monthly meeting in November.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	<u>Date</u>	<u>Notes/Actions</u>
Historic Preservation Commission	11/8/17	Monthly meeting. Ribbon cutting downtown to celebrate successful nomination. Discussed finding content to supplement cemetery tour.
Community Main Street Design Committee	11/17/17	Reviewed proposed façade changes and went through staff's first draft of the proposed changes to the CBD overlay code.
Metropolitan Transportation Policy Board	11/9/17	Monthly Board meeting. Discussed population targets for the 2045 Long Range Transportation Plan update, Pedestrian Master Plan and other local projects.
MET Transit Board	11/30/17	Monthly Board meeting. Approved staff reports and Union insurance contract negotiations in December.
Bike/Pedestrian Advisory Committee	11/7/17	Monthly committee meeting. Reviewed the bike network plan map, support letters for safe routes to school and County REAP funding. Committee requested painting the centerlines on trail curves and hills.
Middle Cedar River Watershed Technical Committee	11/29/17	Reviewed several proposals for for engineering services on various watershed improvements.
Downtown Parking Committee	No Meeting	
Wellness Committee	11/15/17	Worked out details on the second massage round and setup of the next challenge.
City/CFU/GCVAC Marketing Committee	No Meeting	
North Cedar Neighborhood Association	11/13/17	Staff gave an update on the Center Street Trail project with ROW status.
College Hill Partnership	11/13/17	Staff was unable to attend this meeting.

ECONOMIC DEVELOPMENT:

- Continue to prepare/distribute materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc. Scheduled follow up contacts with ongoing prospects were made in November.
- Continue to maintain and schedule regular contacts with 30+/- active prospects.
- Approval for the new 11,000 sf. fleet maintenance facility by BAJR Enterprises, LLC in the Northern Cedar Falls Industrial Park.
- Approval of the Development Agreement for the 200 W. 1st Street multi-use project.
- Continue project management meetings on the River Place MU2 building and related infrastructure improvements.
- Continue to work with development group looking at the former Broom Factory site for a new hotel project for Downtown.

PLANNING SERVICES:

- 310 citizen inquiries and staff responses with information/assistance.
- 31 land use permits were issued.

Number of Rental Inquiries: 25

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit, for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

Site Plan Inspections:

Staff did a site inspection at 1225 Fountains Way (Casey's General Store), 5801 Westminster Drive (Advanced Systems) and 1013 Hudson Road (Holahan & Boe).

CODE ENFORCEMENT:

Number with Cases During Timeframe	20	
Incomplete Cases	5	25.0%
Completed Cases	15	75.0%
		100.0%

<u>Description of Issue</u>	<u>Amount</u>
Front and Side Yard Parking	1
Vision Triangle/Hedge Complaint	0
Garbage container at street curb	0
Overflowing Garbage Container	1
Items at the Street Curb	3
Junk/unlicensed vehicle	5
Illegal Storage of Trash/Materials on Property	5
Property/Building Maintenance	3
Illegal Dumping	1

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Loud Party	0
Signs in the ROW	0
Animal Control	1
Tall Grass and Weeds	0
Total	20

Landlord Accountability Ordinance:

- 7 properties issued warnings.
- 3 property issued citations/points.

OTHER PROJECTS FOR SEPTEMBER INCLUDED:

- All 13 properties that are part of the flood buyout program have been purchased by the City. RFP's for asbestos abatement and demolition services have been sent out.
- Staff continues to work with FEMA and Iowa Homeland Security on exploring additional funding availability to purchase the three remaining residential properties currently not funded.
- Postcards were sent out to remind relevant landlords of their November 2018 paving deadline.
- W. 1st Street reconstruction project is in the final design phase. The engineering consultant continues their topographic and boundary survey along the project corridor.
- The consultant for the Cedar River Recreational Project is reviewing the floodplain modeling from the previous studies on the project. In the coming weeks, the consultant will create an existing conditions model that will include testing of locations and geometrical configurations to find the best alternative that meets "No-Rise" conditions. Those findings will be presented to city staff in the second week of December.
- Staff presented proposed changes to City Council for the City's Rental Ordinance in response to House File 134. First reading was on 11/20.
- Staff continues to draft CBD overlay code changes. Met with Community Main Street to review progress.
- Ribbon Cutting held in the downtown to celebrate the downtown's successful nomination to the National Register.

CDBG & SECTION 8

Programs:

- CDBG
 - Monthly required reporting and reimbursement requests are ongoing.

Housing Rehabilitation Grants	0 Property under construction 3 Property in pipeline 0 Property complete 1 Application received
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Emergency Grants	0 Property under construction 0 Property in bidding 3 Property in pipeline 0 Application received
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Sidewalk Replacement	0 Applications received
Structural Hazard Removal	0 Applications received
Handicapped Access Improvements	0 Applications received
Inflow and Infiltration Grant	0 Applications received

A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc. These occur throughout the month and process of approval, implementation and completion.

- **HOME**
Home funds are used for the purchase of lots and infrastructure costs for Habitat builds in Cedar Falls. In addition, HOME funds are being used along with CDBG funds for Housing Rehabilitation projects for Cedar Falls homeowners. We currently have one HOME project in the bidding process.
- **Add A Dollar**
During the month of November, Add a Dollar assisted 3 families totaling \$1,011.93. Average assistance was \$337.31 Cedar Falls Utilities received \$1,226.67 in receipts for the month of October.

Item E.1.f.

COMMUNITY DEVELOPMENT WATER RECLAMATION/SEWER DIVISION MONTHLY REPORT - NOVEMBER 2017

PLANT OPERATIONS

Plant performance for November was very good with all permit requirements being met.

Annual whole effluent toxicity testing was conducted on November 6th. This once a year test required by the Department of Natural Resources involves a series of biological tests designed to detect trace levels of toxic chemicals and check their impact on representative species of aquatic organisms. Results were received showing that we passed the tests with no toxicity detected.

The ultraviolet disinfection process is not required after November 15th. We began the shutdown of the system the week of the 27th. During the winter months needed repairs are made and maintenance is conducted in preparation for a March startup.

PROJECTS

The plant Final Clarifier #2 was taken out of service for inspection purposes on November 7th. No issues were found and the clarifier was put back into service on the 9th.

Bids for the Dry Run Creek Sanitary Sewer Improvements Project, Phase II, were accepted. The general contractor will be SM Hentges, who completed phase I. Work on this phase is expected to begin in late December and continue through late spring. Total contractual cost for this phase is \$3.85M.

BIOSOLIDS

We were able to deliver 297,000 gallons of liquid biosolids to fertilize local area farm fields during the month. An additional 94,000 gallons of material were processed through the belt filter press.

There were 10.21 tons of gritty, inorganic materials hauled to the landfill during October.

SEWER COLLECTION SYSTEM - CALLS AND SERVICE

We received 321 sewer locate requests from the Iowa One Call system, 82 of which were pertinent and required markings by our field staff.

There were two sewer service calls received in October, none of which involved a problem in the city's main or a sanitary sewer overflow. There were two lift station alarm calls for the month.

Crews cleaned 14,550 feet (2.76 miles) of sanitary sewer lines in November. This brings our total mileage for the year to 39.1.

We inspected 4,825 feet (0.9miles) of sanitary sewer lines with our televising unit. This brings our total mileage for the year to 20.

Item E.1.f.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS
PUBLIC WORKS/PARKS DIVISION
PARK/CEMETERY/GOLF SECTION
MONTHLY REPORT FOR NOVEMBER 2017**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti along the trail system.
- Cleaned and swept trail system.
- Repaired gable end on concession building at Birdsall Park.
- Installed new metal fascia cover on boat club shelter in Island Park.
- Winterized irrigation system for the golf course.
- Installed snow stakes markers for winter snow plowing.
- Winterizing of city parks and facilities.
- Cleanup at Tondro/Pray Bike Park.
- Installed ice rink and wind break on shelter at Gateway Park.
- Installed wind break on shelter at Paw Park.
- Repaired water shutoff manhole at Washington Park.
- New roof installed on pump house building at Pheasant Ridge Golf Course.
- New roof installed on garage for Hearst Center rental house.
- New roof installed on roof at Bess Streeter Park shelter.
- New roof installed on roof at TJ's Park shelter.
- Relocated large rock for sign at center street art sculpture.
- Assisted Hearst Center with moving items to and from storage.
- Removed boat docks at Island Park boat ramp.
- Installed new chips at Paw Park for winter.
- Repaired waste container at 2nd & main.
- Attended trench and shoring training.

ARBORIST

- Ash tree removals. (13 total)
- Other tree removals. (11 total)
- Some routine tree trimming and hanger removals from multiple locations.
- Finished with street tree plantings with a 160 new trees planted
- Finished stump removals.
- Planted one white pine and 2 pagoda dogwoods at Hearst Center.
- Installed protective tile around 30 newly planted crab trees along 12th St.
- Continue to water newly planted trees.
- Routine cleaning and maintenance of arborist equipment.
- Cleaned bio-cells on Panther Ln. & Ridgeway Ave.
- Relocating plants at Hearst Center in preparation for new bio-cell.
- Finish winterizing of all city planting beds and bio-cells.
- Cleaned and put away all equipment and vehicles for horticulture crew for winter.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Continued to winterize equipment.
- Shuttled equipment down to north garage at Greenwood and 606 Union buildings.
- Routine mowing and mulching of leaves in all three cemeteries.
- Assisted with lifting some low hanging branches along the trail system.
- Used an aerial unit to trim high in trees in the cemeteries.
- Emptied all trash barrels in the cemeteries.
- Placement of orange stakes in all cemeteries to aid in snow removal.

GOLF

- Irrigation was blown out November 1 and everything went good. Park and golf contractor employees were trained.
- The Pheasant Ridge irrigation pump and motor was pulled and are being repaired. Equipment will be reinstalled in December.
- Two prairies on Lincoln Street were planted. No-mow fescue was seeded at the bird nest in North Cedar.
- Six new heads were installed at Birdsall ballfields to repair damaged heads on field two.
- Service work on city golf equipment is currently being performed.
- Parks, cemeteries and city buildings were treated for weeds.

Item E.1.f.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
CEMETERY SECTION
MONTHLY REPORT**

FOR THE MONTH OF: November Year 2017

Interments:		
	Greenwood	<u>3</u>
	Fairview	<u>8</u>
	Hillside	<u>3</u>
Disinterment:		
Spaces Sold:		
	Greenwood	<u>2</u>
	Fairview	<u>6</u>
	Hillside	<u>2</u>
Services:		
	Cremations	<u>5</u>
	Saturday	<u>2</u>
	Less than 8 hrs. notice	<u>-</u>
	After 3:00p.m.	<u>-</u>

Receipts:		
Prepetual Care	Greenwood	\$ 310.00
	Fairview	<u>\$ 905.00</u>
	Hillside	<u>\$ 310.00</u>
		<u>\$ 1,525.00</u>
	Burial Permits	<u>\$ 8,955.00</u>
	Lot Sales	<u>\$ 6,100.00</u>
	Marker permits	<u>\$ 130.00</u>
	Deed Transfers	<u>\$ 120.00</u>
Total Receipts:		<u><u>\$16,830</u></u>

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
REFUSE SECTION
MONTHLY REPORT FOR NOVEMBER 2017**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 650.57 tons of solid waste during the month of November. The 143 loads required 367.00 man-hours to complete, equating to 1.77 tons per man-hour. The automated units used 1,394.22 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a minimal amount of refuse on the route this month. The 6 loads required 48.00 man-hours to complete, equating to 0.00 tons per man-hour.

CONTAINER ROUTE

The container route crew collected twenty (20) loads of refuse for the month. The containers totaled 27.04 tons and required 85.00 man-hours to complete. This operation yielded 0.32 tons per man-hour. The semi-automated collection totaled 24.13 tons and required 72.00 man-hours to complete. This operation yielded 0.34 tons per man-hour.

The total number of November container dumps was 584. Forty-six percent (46.06%) or 269 of these dumps, were for non-revenue bearing accounts. The container route truck used 277.77 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 94 large item stops during the month and collected 4.35 tons. This required 40.00 man-hours to complete and equates to 0.11 tons per man-hour. Twenty-eight (28) Appliances and Eleven (11) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 168.34 tons of yard waste curbside this month. The 64 loads required 234.00 man-hours to complete, equating to 0.76 tons per man-hour.

There are currently 7,625 yard waste accounts throughout the city.

4,744 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 741.48 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 67 loads of solid waste to the Black Hawk County Landfill totaling 1,032.77 tons.

The Transfer Station accepted 326.68 tons of commercial and residential solid waste this month.

202 appliances, 244 tires, 127 television sets, and 23 computer monitors were received at the Transfer Station for the month. The Transfer Station's trucks used a total of 451.35 gallons of low sulfur diesel fuel during the month.

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TRANSFER STATION YARD WASTE

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 9.23 tons of commercial and residential yard waste this month.

Refuse crews hauled 181.32 tons of yard waste to the Compost Facility this month.

RECYCLING CENTER (Drop off site located at 1524 State Street)

The recycling center received the following approximate quantities during the month of November:

Tin: (Baled):	2.08 tons
Plastic (non-baled):	0.00 tons
Plastic (Baled):	16.33 tons
Cardboard (non-baled):	0.00 tons
Cardboard (Baled):	56.04 tons
Newspaper/Magazines (non-baled):	0.00 tons
Newspaper/Magazines (Baled):	44.36 tons
Phone Books:	0.00 tons
Books/Flyers:	0.00 tons
Office Paper:	5.21 tons
Plastic Bags:	0.47 tons
Styrofoam:	0.54 tons

Other items recycled for the month were:

Appliances:	13.46 tons
E-waste:	4.12 tons
Glass:	19.06 tons
Scrap Metal:	25.00 tons
Clean Shingles	349.93 tons
Tires:	2.71 tons

Revenue generated by the Recycling Center for November was \$5,226.85.

UNI RECYCLING SUBSTATION

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

Plastic #1-7:	4.13 tons
Cardboard:	9.04 tons
Newspaper:	6.68 tons
Tin:	1.34 tons
Glass:	2.54 tons
Plastic Bags:	0.40 tons
Office Paper:	1.98 tons
Styrofoam:	0.38 tons
Total	26.49 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7:	7.05 tons
Cardboard:	15.32 tons
Newspaper:	13.22 tons
Tin:	1.62 tons
Glass:	0.00 tons
Total	37.21 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

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

Plastic #1-7:	2.98 tons
Cardboard:	14.59 tons
Newspaper:	6.75 tons
Office Paper:	0.96 tons
Plastic Bags:	0.00 tons
Tin:	0.60 tons
Glass:	3.00 tons
Styrofoam:	0.21 tons
Total	29.09 tons

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MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,751.32 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of November 2017 for the City of Cedar Falls.



MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS / PARKS DIVISION
STREET SECTION
MONTHLY REPORT FOR NOVEMBER**

COMPOST FACILITY / LEAF VACUUM

- Randomly monitored residential usage at the facility.
- Stockpiled woody materials & yard waste daily and also removed unacceptable and undesirable materials that were dropped off at the site.
- Disposed of wood mulch at a local farm.
- Vacuumed leaves from residential properties at numerous locations. This is a call-in request service.

STREET CLEANING OPERATIONS

- Fair weather conditions allowed street sweeping to continue during the month. The sweepers traveled approximately 1015 miles throughout the month.

STREET / ALLEY MAINTENANCE

- Repaired potholes with asphalt hotmix and also with the Dura-Patch spray patch machine. (Aspro Inc. closed the asphalt plant for the season on 11/17)
- Maintained alleys & road shoulders on as needed.
- Repaired a severe wash-out along a road shoulder.

OUTSIDE SECTION ASSISTANCE

- Completed the concrete segment of the Clay Street Park shelter project.
- Constructed a new road at Fairview Cemetery which will accommodate future expansion. Also, corrected alignment of an existing road.
- Assisted with yard waste collection and also transporting roofing shingles.
- Assisted with refuse double route collection prior to the Thanksgiving Holiday and additional during manpower shortages.

ICE & SNOW CONTROL

- Erected snow fence at various pre-determined locations to aid in drift control.
- Placed and filled sand barrels at various pre-determined locations.
- Received delivery of 1200 tons of roadway salt.
- Continued assorted equipment related winter weather preparation activities.
- Initiated and then conducted instruction on the operation of a recently commissioned "mass call back system" to contact employees for ice & snow control. PW/Parks supervisors will have the ability to contact and then receive a response from multiple employees with a single call which will streamline and fast-track the "call back" process enhancing efficiency.

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SEWER MAINTENANCE

- Several sanitary sewer box-outs were repaired.

SPECIAL EVENTS

Set-out & retrieved traffic control devices for various special events including:

- "Holiday Hoopla" on Main Street
- "Turkey Trot 5K" in the Southern Industrial Park

MISCELLANEOUS TASKS

- Removed damaged concrete on the east side of the ESB building on S. Main Street. Roadstone was placed as temporary fill.
- Began dismantling the derelict lift station at 1500 Bluff Street.
- Several street section staff attended a class on "Trench Safety & Rescue".
- Installed a subdrain tile in the complex at 2200 Technology Pkwy to resolve an ongoing water issue.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR NOVEMBER 2017**

- One hundred forty eight traffic control signs were repaired.
- Made six labels for vehicle maintenance.
- Three hundred fifty one, One Call tickets were received. Traffic Operations responded to three tickets. MOP Department office staff completed the status on all tickets on the One Call database.
- Completed three minor traffic signal repairs.
- Installed the coordination plans for Hudson Rd traffic signals. The timing consultants are schedule in December to complete the corridor study.
- Completed signal cabinet preparations for the traffic signal at University and Rownd.
- Responded to two signals in flash events.
- Repaired signal pole knock down at 4th & Main St.
- Completed installing Holiday Lights receptacles.
- Assisted with the repairs of electrical underground at Hearst Center.
- Assisted Water Reclamation staff with roof top motor replacement.
- Picked up four bikes and took them to PD storage.
- Traffic personnel assisted building maintenance with several minor tasks.
- Delivered building supplies and completed recycling task at City buildings.
- POC maintenance worker covered one full shift at the fire Station.

Item E.1.f.

DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS FLEET MAINTENANCE SECTION MONTHLY REPORT FOR NOVEMBER 2017

The Fleet Maintenance Section processed 147 work orders during the month of November. Nine (9) were either sent out or done by staff from other sections.

938 transactions were recorded through the City's fuel dispensing sites. The usage was as follows:

6,067.165 Gallons of ethanol

7,513.262 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of November was 13,580.427 Gallons.

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

Street Section

244: Air leak and plow mount repairs.

242: Replaced starter and plow angle cylinder hoses.

275: Replaced rear brakes, wheel seals and back up alarm.

277: Replaced steer axle kingpins and bushings.

245: Replaced treadle valve and air compressor to wet tank line.

265: Replaced front leaf springs and U-bolts.

287: Replaced hydraulic coupler, belt tensioner, thermostat and fuel injectors.

Refuse Section

347: Repaired wiring on arm dump solenoid.

341: Replaced hydraulic line for pack panel, replaced treadle valve, brake pedal and adjusted arm.

340: Replaced the transmission controller at Harrison Truck Center.

351: Repaired the wiring and fuse panel on the fire wall of truck.

Parks Section

2199: Installed AVL and LED warning lighting.

2332: Replaced shift linkage and shift tube.

2138: Replaced front brakes, ball joints and tie rod ends.

Traffic Section

670: Replaced hydraulic pump and clutch.

Fire Division

FD550: Replaced the reverse switch on transmission.

FD561: Repaired the plastic water tank fitting for pump primer.

FD503: Repaired coolant leak and topped of truck with coolant.

Police Division

PD15: Replaced spark plugs.

PD13: Repaired radar power supply, replaced front brakes and flashlight chargers.

PD20 Replaced power supply connection for police equipment.

PD08: Had body damage repaired at Sharpline auto.

PD14: Replaced fuel tank purge valve and Witham did the Co2 recall work.

Community Development

494: Replaced brake chambers and cleaned out oil contaminated air tanks that didn't get repaired after an air compressor failure prior to us purchasing the vehicle.

405: Put new crane truck into service.

404: Replaced started and steering gear.

Item E.1.f.

DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

PUBLIC WORKS / PARKS DIVISION

PUBLIC BUILDINGS

MONTHLY REPORT FOR NOVEMBER 2017

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Raised/lowered flag.
- Adjusted thermostat settings as needed and changed time for DST.
- Replaced flow control valve and shut off on holding cell stool.
- Installed 3 new toilet tissue dispensers.
- Replaces two broken door stops.
- Installed resettable fuse on camera system in CSO office.
- Installed lock on evidence refrigerator.
- Worked with contractor to rekey entire building.
- Drained water from light above north entrance and sealed conduit above to prevent future water infiltration.
- Drain in engineering men's room was cleaned by contractor.
- Repaired four Sloan valves in engineering restrooms.
- Plugged in heat tape for roof drain.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs.
- Adjusted thermostat settings and schedules for holidays.
- Plugged in heat tape for roof drains.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs.
- Replaced bad light ballast in sculpture light fixture.
- Installed access box and ran new conduit and wire for gazebo that was damage during bio-swell installation.
- Troubleshoot fountain installation. Determined that board is bad and manufacturer is sending out warranty rep.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced light bulbs.
- Replaced light ballasts.
- Raised/lowered flags.
- Replaced dirty HVAC filters.
- Removed old chairs and tables and took three loads to transfer station for disposal.
- Lubricated FOTS door lock and unlocked for contractor.
- Removed old desk and components and disposed of.
- Moved shelving and counter unit(s) from center of library to behind front counter. Repaired wall where cabinets were removed.
- Plugged heat tape in roof drains.

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PUBLIC WORKS/PARKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Completed sidewalk inspections.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Troubleshoot furnace operation in Morton building. Gas had been shut off, schedule apt. with CFU to turn gas on and tested operation of furnace afterwards.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Replaced door closer at transfer station.
- Replaced exit light.
- Raised/lowered flags.
- Replaced electronic lock on welding bay door.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Replaced 6 in. fitting on drain line in basement that was leaking due to crack.
- Replaced valve in men's shower.
- Troubleshoot scent dispenser for steam rooms. Installed new supply hoses.
- Repaired floor scrubber.
- Cleaned dryer vent.
- Cleaned roof scuppers.
- Replaced broken soap dispensers.
- Ran water line to icemaker in refrigerator.

TRAFFIC OPERATIONS

- Assisted with signage repair.
- Installed outlets for holiday lights along Main St.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services (daily).
- Completed recycling services.
- Replaced bad light bulbs.
- Retrofit flag pole light fixture to LED replacement.
- Replaced light sensor in women's restroom.
- Raised/lowered flag.

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RECREATION & COMMUNITY PROGRAMS DIVISION
Monthly Report
November 2017

- Youth Programs
 - Programs ending this past month included Tumbling for those 3 thru Kindergarten.
 - Programs still being held include basketball for Kindergarten, 1st and 2nd grade girls, 3rd and 4th grade boys, Indoor Park.
- Adult Programs
 - Programs still being held include Volleyball Leagues, Basketball Leagues, drop-in Pickle Ball games, over 60 adult exercise class are offered each week, 8 different Lap Swim times offered each week,
 - Programs starting in November included Racquetball Leagues, new classes of Cardio Cycling, Circuit Weight Training, Rock-on,
- Rec Center
 - Fitness classes have gone well with no issues with over 3,400 patron participating
 - Hiring new staff to work the front desk replacing those who will be leaving
 - Pickle Ball continues to be very popular as we have expanded playing time from 3 hours each day on Monday, Wednesday & Friday to include 2 hours on Tuesday and Thursday as well. We often have 8 or more players waiting their turn and watching 3 games of doubles.
- Staff has been busy working on the programs and services to be offered during the Spring of the year
- Staff has finalized their recommendation for any possible fee increases. These will be presented to the Park & Rec Commission in December for review before going to council for approval.
- Falls Aquatic Center - Staff has been working on:
 - Ordering new inner tubes for next summer
 - Finishing winterizing projects like taking all equipment to PW to be serviced, tuned up, inspected, fixed, sharpened and etc.
 - Doing inventory on all smaller ticket items used over the summer and placing orders to make sure we have them in April
- Staff has been working on replacing Shelly Johannsen our Fitness Coordinator for the past 3 ½ years with another year round part time person. Interviews will be set up for mid-December with hope of making a job offer before Christmas. Joe Brown has filled in nicely serving as interim fitness coordinator.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

RECREATION & COMMUNITY PROGRAMS DIVISION Usage For November 2017

Members using the Facility	12,960	Thanksgiving Day Activities	241
Non-Members using the Facility	577	Pickleball	247
Child Care	129	Racquetball/Wallyball Hrs.	53
Aerobics	1,532	Racquetball League	64
Circuit Weight Training	78	Massages	0
Exercise Trial	71	Meeting/Tours/Rentals	925
Cardio Cycling	529	Birthday Party Bonanza	20
Yoga	670	Indoor Park	408
Rock On	145	Tumbling	36
Zumba	139	Youth Basketball	288
Personal Trainers	173	Steam Room Usage	541
		TOTAL	19,826

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	6	12 th Grade & Under	8
Adult	56	Adult	13
Senior Citizen	20	Senior Citizen	1
Family Pass	73	Child Care	3
Corporate Family	2	Racquetball	0
Corporate Individual	2	Towel	24
Towel Usage	584		
Credit Card Usage	\$28,874.00	Leisure Link Registration	\$589.00
Daily Fees			
Admission	\$4,191.00	Racquetball	\$30.00
Child Care	\$30.00	Exercise Tryout	\$355.00
Towels	\$42.75		

Swimming Pool Passes (Winter)

Family	41
Individual	42
Youth & Senior	5

Fitness Passes Sold

1-Month	6
4-Month	5

Youth Programs

Youth Basketball	
Kindergarten	192
1 st & 2 nd Grade Girls	96
3 rd & 4 th Grade Boys	189

Swim Club	1,368
Pool Parties	70

Adult Programs

Pickleball	247
Dodgeball	0

Volleyball Leagues	1,288
Adult Basketball	288

Recreational & Lap Swim 543

Rentals

Pool Parties	3
Beach House	0
Recreation Center	9

Shelters	2
Equipment	0
Gateway Celebration Shelter	0

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CEDAR FALLS RECREATION & COMMUNITY PROGRAMS
November-16

ADULT EXERCISE	
Circuit Weight Training	
T-Th 4:30 pm	14
TOTAL	14
Cycling	
M-W-F 8:00 am	9
TOTAL	9
Rock On!	
M-W-F 5:30 am	16
TOTAL ADULT EXERCISE	39
ADULT SPORTS	
Adult Men's Basketball	16
Pickleball T-Th 5:30 am	3
TOTAL ADULT SPORTS	19

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
November 2017



CEDAR FALLS

Projects:

- Hosted an appreciation potluck for Envoy Volunteers.
- Worked with the Waterloo Convention and Visitors Bureau and the Courier to lay out the 2018 visitor guide. 50,000 copies will be delivered in December for use throughout 2018. 92 advertisers participated.
- Met with representatives from Community Main Street, Riverplace Development and the City to put a memorandum of understanding together for the Plaza.
- Showcased at Travel Iowa Marketplace in Pella, meeting with 52 tour planners. Most were from Iowa and several were from other states around the United States.
- Explored potential use of CrowdRiff for enhance photography for our website.
- Worked with Iowa High School Athletic Association to help host the Iowa Football Playoffs. The event brings 80,000+ visitors to the community each year.
- Attended the Iowa Tourism Office Public Relations Summit to learn more about working with travel writers and bloggers.
- Received and evaluated 15 FY19 Community Betterment grant applications with a total ask of \$74,262. We had \$25,380 to distribute. The Cedar Falls Tourism and Visitors Bureau board recommended the following:
 - \$5,000 to Beau's Beautiful Blessings for inclusive play park
 - \$1,000 to Cedar Falls Community Theatre for wireless microphones
 - \$2,000 to Cedar Falls Historical Society for front terrace improvements
 - \$580 to Cedar Falls Woman's Club to replace front steps
 - \$1,000 to College Hill Partnership for replace banners
 - \$10,000 to Eagleview Partners for audio equipment for the Plaza
 - \$2,800 to George Wyth State Park for a maintenance tractor and attachments
 - \$1,000 to North Cedar Neighborhood Association for welcome signage
 - \$1,000 to Volunteer Center of the Cedar Valley for Partners in Volunteerism project
 - \$1,000 to wcfssymphony for youth outreach programs
- 90 day evaluation with Deb Lewis
- Help line up a volunteer and promote the Twisted Cross Cyclocross event
- Attended Iowa Destination Marketing Alliance planning session in Burlington.
- Invited businesses and organizations to participate in a co-op advertising opportunity with Little Village magazine.

Highlights from Becky Wagner:

- Hosted a bank club group from Des Moines. 47 on coach. Visited Petersen & Tietz, Barn Happy, Hansen's Dairy and Matchstick Marvels
- Sent quarterly e-newsletter to 833 tour planners. 188 from Iowa, 318 from other states, 15 from other countries, 273 from surrounding states. Highlighted Barns, Brews and Kangaroos itinerary and Hilton Garden theatre packages.
- Put itineraries together for two groups as a result of the newsletter. One from Kearney, Nebraska and another from Ottumwa.
- Finalized arrangements for an overnight tour attending Holiday Hoopla activities
- Recruited volunteers for Iowa High School Football playoffs.

Highlights from Linda Maughan:

- Wrote newsletter/blog articles about Thanksgiving Dinner, Magical Holiday Lights, Iowa-Made Stocking Stuffers, and Baby It's Cold Outside
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau. Also managed social media for Trails.
- Updated web pages
- Continued to add to and manage our photo library

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- Managed visitor guide mailings in fulfillment for advertisements. 187 were mailed in November.

Highlights from Deb Lewis:

- Gathered attraction attendance figures
- Helped distribute visitor guides and other materials to area information centers
- Ordered merchandise for gift shop
- Researched and added December nightlife to Cedar Valley and Cedar Falls web site calendars
- Tabulated statistics for monthly report

Highlights from Vicki Bailey:

- Researched and published Hospitality Highlights x4
- Managed the on-line calendar of events
- Posted event information to our electronic digital message board
- Submitted events to AAA Living online calendar

Meetings/Events:

- Sturgis Falls Celebration board
- Iowa Bicycle Coalition DRAFT
- Cedar Valley Arts Initiative
- Hearst Center staff meeting x3
- Cedar Valley Non-Profit Alliance meeting
- Community Main Street board
- Jayme Neiman, new Art and Culture Board member
- Hearst Center Annual Fundraising Campaign meeting
- Downtown Historic District Ribbon Cutting
- Cedar Trails Partnership board
- Greater Cedar Valley Alliance Government Affairs committee
- Cedar Falls Authors Festival planning committee
- Cedar Falls Tourism Bureau marketing committee
- Iowa DOT Tourist Oriented Signage committee
- Cedar Falls Rotary x1
- MOP staff meeting x1
- Friends of the Hearst board
- Cedar Falls Tourism Bureau staff x1

Other events we assisted with:

- Cedar Falls Authors Festival Local Authors Showcase
- Panther Open House
- Community Foundation of North East Iowa Celebration of Community
- Trekman Turkey Trot
- Holiday Hoopla Kickoff

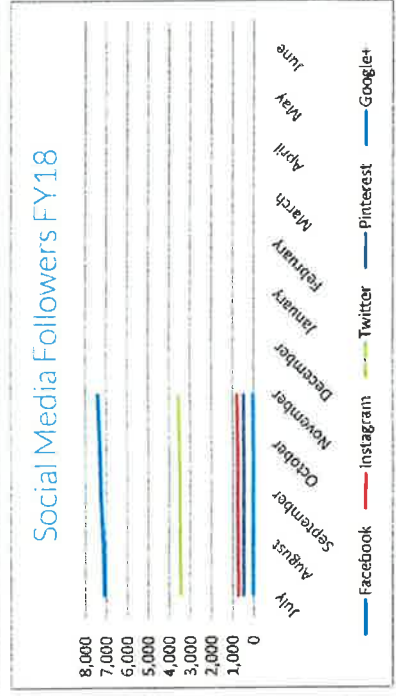
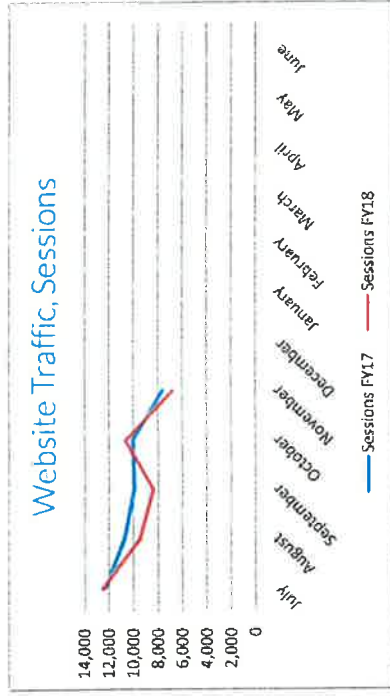
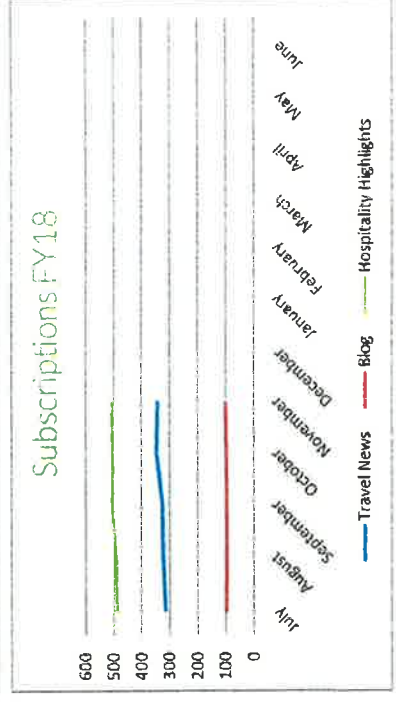
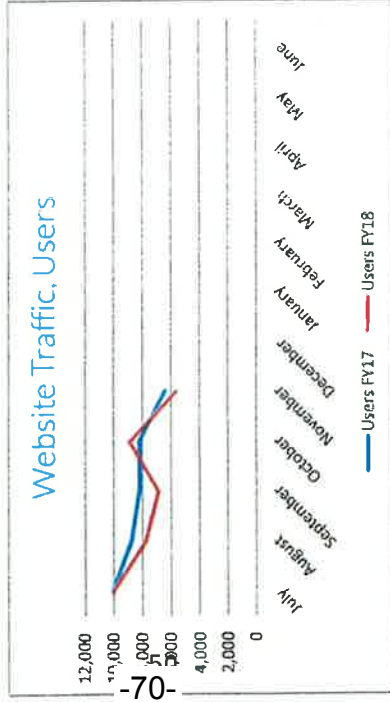
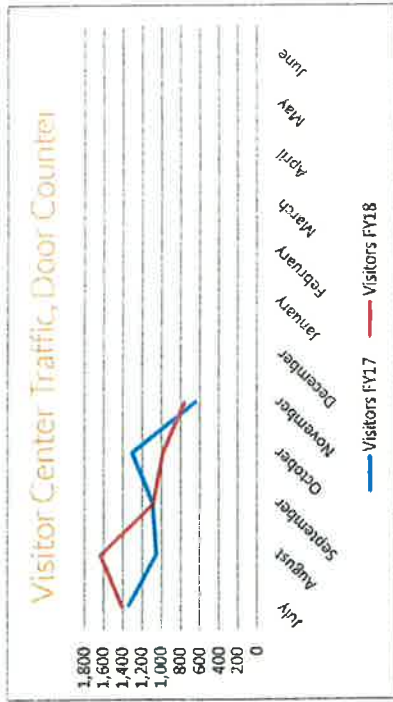
Respectfully Submitted,



Kim Manning, Visitors, Tourism and Cultural Programs Manager

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Envoy Hours - Special Event/Rapp Station	27	4	8	6	69	114
MISC.						
Groups in Conference Room	2	9	10	6	7	34
Motor Coach Group in CF	1	0	0	0	1	2
INCOME						
Gift Shop Sales	\$713.50	\$974.51	\$425.93	\$349.40	\$529.70	\$2,993.04
Facility Rental	\$140.00	\$1,230.00	\$705.00	\$1,170.00	\$415.00	\$3,660.00
Host Motor Coach @ VC or Step Guide	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00



**CEDAR FALLS
CULTURAL PROGRAMS**
Monthly Report | November 2017



PUBLIC EVENTS/PROGRAMS

- Red Herring Theatre Collective performance
- Film Series Screenings x4
- Final Thursday Readers Series and Open Mic

MEETINGS

- Hosted City Council goal setting x2
- Art & Culture Board meeting
- Friends of the Hearst meeting
- Public Art Committee meeting
- Hearst Center staff meetings x4

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor (start date 11/13):

- General onboarding activities with staff//HR.
- Coordinated annual year-end appeal letter writing and mailing.
- One-on-one meetings with all Hearst Center staff.
- Worked with Friends treasurer to review membership/financial information.
- Met with Managers for training/goal setting/onboarding.
- Assisted Program Coordinator with Food and Film festival.
- Established thank-you letters for memberships/donors.
- Worked with Senior Services Coordinator on MaxGalaxy automations.
- Filled open Ceramics Technician position.
- Met with Friends chair, Art & Culture Board chair.
- Collaborated on new marketing plan with programs, education and marketing coordinators.
- Wrote and submitted final grant report to Cedar Falls Community Foundation for Tommy Riefe project in North Cedar.
- Met with Cedar Valley Arts Initiative.
- Assisted in coordination of editing and printing of quarterly brochure.
- Developed family outreach initiative for upcoming exhibition.
- Attended Cedar Falls Author's Festival planning committee meeting.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Trained for Payroll with Kate Kelly
- Trained on Council Bills & P-cards with Lisa Roeding.
- Trained on deposits and daily bills with Abby Haigh.
- Organized the mail and copy room, inventoried supplies.
- Compiled a mailing list, formatted, printed and coordinated mailing for year-end appeal.
- Worked with various staff/ tutorials for MaxGalaxy.

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- Processed large return of renewing memberships for Friends.
- Refined the filing system for deposits and phone credit card registrations.
- Entered membership payments and annual appeal responses into Past Perfect and worked with Heather Skeens to create new thank you templates.
- Curated a list of contacts for the Winter Brochure mailer, exhibitions postcard.
- Printed labels, organized and delivered postcard to the post office.
- Processed council bills, p-card transactions and payroll, cash drawer deposits and Friends of the Hearst deposits for month of November.
- Created a new shared calendar to help organize staff schedules.
- Updated internal shared event calendar.
- Created a spreadsheet with recent transactions to track the bulk mail postage permit balance.
- Coordinated the renewal of the bulk mail permit fee with the Friends group.
- Created reference notebooks with Senior Service duties and instructions.
- Answered phones, greeted guests and processed program registrations.

HIGHLIGHTS from Emily Drennan, Interim Cultural Programs Supervisor // Curator & Registrar

- Submitted application to Iowa Arts Council to remain a Cultural Leadership Partner with the Iowa Department of Cultural Affairs.
- Prepared/installed signage for public art on the Parkade.
- Worked with new staff member Sheri Huber-Otting to familiarize her with her duties, Hearst programming, procedures, et cetera.
- Prepared content for Currents publication and a Hearst brochure for winter.
- Prepared workstation, files, and request computer set up for new hire Lea Stewart.
- Prepared workstation, files, and request computer set up for new hire Heather Skeens.
- Worked with staff to eliminate hours-worked overages.
- Worked with Public Bldgs Supervisor to solve facility issues.
- Worked with Cultural Programs Manager to recommend adjustments to budget.
- Worked with Kim Manning, Jim Kerns, and Heather Skeens to plan an annual campaign; worked with staff to execute the plan.
- Worked with Angie Lindley to lay out and print Hearst and Friends of the Hearst mailing materials.
- Worked with new hire Lea Stewart to familiarize her with duties, programs, and procedures.
- Accepted works for acquisition consideration.
- Prepared for, attended, and presented to meeting of the Cedar Falls Art & Culture Board.
- Prepared print materials for year-end campaign; work with staff to prepare mailing list.
- Worked with Lisa Roeding to prepare financials for the public art committee.
- Attend meeting of the Cedar Falls Authors Festival umbrella group.
- Worked with Heather Skeens.
- Prepared for upcoming deinstallation and packing of Dorothea Lange photographs and Gary Kelley pastels.
- Prepared for upcoming exhibits.

- Worked with Manning, Skeens, Roeding, Ripplinger, and etc to send various projects to other staff members; transition duties and workstation.
- Worked with Stephen Gaies and Florida Holocaust Museum to schedule exhibit for 2018.
- Worked with lender to schedule Caldecott exhibit for 2021.
- Worked with designer to prepare signage, labels, and etc for upcoming exhibits.
- Corresponded with donor family about gift signage.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Coordinated reception food/drink for Red Herring Theater's Rabbit Hole Production. 58 people attended this Reader's Theatre play.
- Continued to develop programming for artist groups, starting with a photography club opportunity for the public. At least 15 people have expressed an interest.
- Set up a meeting with the College Hill Partnership in December to discuss partnership opportunities to benefit the local community.
- Developed ideas and timelines for four different bus tours to other museums and created a survey to gauge interest.
- Continued to work on plans to promote the five-part Jazz series event that is taking place from January to May 2018. This includes finding sponsors, contacting media outlets.
- Researched community partnerships including New Horizons Band and Cedar Valley Chamber music.
- Worked with the Education Coordinator and four local senior living center coordinators to provide opportunities for residents to attend events and classes at the Hearst and to provide classes on site.
- Finalized contracts for upcoming events in 2018.
- Secured venue for Local Food and Film Festival be held at the Hearst on March 3, 2018. In the past, over 400 people have enjoyed this festival where patrons can learn about local food and watch films about important environmental issues.
- Scheduled and monitored tuning of piano.
- Worked with other staff to host the city goal setting sessions in Mae Latta Hall.
- Sourced volunteers for multiple events and programs.
- Coordinated reception for final Thursday Readers Series. It was standing room only for some of the 70+ attendees to this event!
- As the Friends of the Hearst liaison: Provided packet, attended meeting and took minutes.
- Worked to provide 6 holiday movies for our film series in December, worked with staff on posters and distribution. There were 23 people who came to the 4 films in November
- Worked with three different groups on facility rentals for December and January.
- Was trained on the AV equipment in Mae Latta, and started working on organizing the area.
- Helped with annual campaign mailing and the Dec 14th postcard mailing
- Met with Heather about job duties, outreach and programs to help further our mission.
- Attended the weekly staff meetings

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- Recorded interview about upcoming Hearst events on KBBG radio.

HIGHLIGHTS from Abby Haigh, Marketing Assistant:

- Prepared/completed Hearst Center deposit weekly for City Hall. Trained Senior Services Coordinator on deposit and cash drawer dailys.
- Prepared/completed daily bills from cash drawer for vendors for City Hall.
- Prepared daily bills/refunds for co-workers and patrons to send to City Hall.
- Prepared bulk mailing address labels for Friends Renewal mailing.
- Recorded multiple education spot ads at 93.6 The Mix.
- Wrote and distributed press release for Raise your Glass: Meet and Greet.
- Continued to enter additional POS/Gift Shop into Max Galaxy.
- Prepared/submitted Hearst Shirt order.
- Coordinated bids for print materials from local printers.
- Ordered staff name tags.
- Opened the Hearst for Voting workers on November 7th.
- Meeting with Meredith Toy from the Courier on November 1.
- Continued to fill in at the front desk.
- Printing at City Hall: materials for events, publicity, and education.
- Gift Shop: researched new vendors and ordered new products.
- Delivered 2017 Playoff posters around Cedar Falls and Waterloo.
- Worked with Joanie Kafer Kerns on revamp of displays for the Hearst Gift Shop.
- Researched Hearst Gift Shop display cases.
- Social Media/City Website/ Friends of the Hearst Website:
- City Website: education updated, exhibits updated, A & C Minutes/Agendas added to Boards & Commissions, General Information, Public Art.
- Friends of the Hearst Website: Index and Press page updated on a weekly basis. Pages updated monthly: events, education, exhibits, staff directory.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Communicated with staff to schedule for upcoming workshops, outreach events, classes etc.
- Codeveloped programming with CFPL staff for LitCon.
- Promoted programming to parents, schools etc. about Art Day Away via email blast.
- Oversaw planning & educational content for Art Day Away Nov 17, no school for students k-6.
- Hired new adult instructor, Caylin Graham for oil painting class- interview, signed paper work, required videos & instructor expectations.
- Re-stocked classrooms with supplies for upcoming programs.
- Invited and accepted offer to act as juror for the Cedar Valley High School Art Show.
- Determined appropriate prize for winner of High School Juried Art Show.
- Coordinated with Scheels for their holiday outreach event. Dec 5; provided art activity.
- Accepted invitation to attend Scheels' day of giving event on Dec 12.
- Onboarding for Ceramic Lab Technician; discussed responsibilities & expectations.

- Oversaw educational content for North Star visits - varying art activities.
- Edited final draft of new quarterly brochure.
- Researched ideas for new instructor shirts.
- Developed a new birthday brochure; changed birthday themes and design of brochure.
- Attended regular staff meetings.
- Met with representatives from varying senior housing to promote Hearst/classes offered.
- Wrote "thank you" to organizations to express gratitude of our partnerships within the community.
- Went with marketing assistant to 93.5 Mix radio to promote ornament workshop & Winter camp.
- Took pictures of classes/workshops.
- Coordinated & developed content for a senior painting class with Community Center for Dec 7.
- Met with Supervisor, Heather Skeens about goals, and ambitions of Ed Dept.

Respectfully submitted,

A handwritten signature in black ink that reads "Heather Skeens". The signature is written in a cursive, flowing style.

Heather Skeens, Cultural Programs Supervisor

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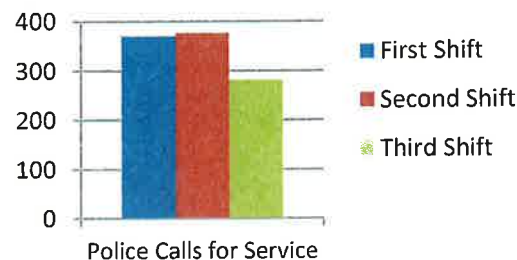
Hearst Center for the Arts Activity Report - Cultural Division

	November	December	January	February
ATTENDANCE				
Door Counter	1356			
Sculpture Garden (estimated)	200			
VISIT PURPOSE				
Exhibition (walk-in)	372			
Receptions	0			
Meetings	73			
Youth Classes	15			
Adult Classes	92			
Messy Mornings	22			
Camps	0			
Workshops	41			
Tours	0			
Rentals	25			
Ceramics Lab	16			
Public Programs	161			
Thursday Painters	67			
Other	301			
SERVICES OFFERED				
Youth Classes	4			
Adult Classes	7			
Rentals (inc. recitals, etc.)	2			
Community Group Mtgs	4			
Messy Mornings	4			
Camps	0			
Workshops	3			
Tours	0			
Public Programs	4			
Thursday Painters	4			
Receptions	0			
DIGITAL TRAFFIC				
E-News Subscriptions	1140			
Facebook Views	10421			
Facebook Followers	1459			
Facebook Event Listings	8			
Instagram Followers	111			
OFFSITE SERVICES				
Offsite Education Encounters	30			
Offsite Education Programs	1			
Community Committee Mtgs	2			
MEMBERSHIPS				
Total Friends Memberships	299			
New/Renewed this month	48			
PRESS				
Newspaper	2			
Radio interviews, ads	41			
Ads, other	2			

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
NOVEMBER 2017**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	371	377	283
Traffic Stops	103	50	74
Arrests	21	34	36

**FIRST SHIFT – Captain Mark Howard**

- Officer took a report of a Burglary from a vehicle at a residence on Main Street.
- Officers responded to a Personal Injury Accident in the 3000 block West 1st Street.
- Officer took a report of a Burglary from a vehicle at 6th Street / College Street.
- Officer took a report of a Burglary from a residence on Hillside Drive.
- Officers called to an Accident with Injuries at Highway 218 and Highway 57.
- Officers called to a residence on West Ridgeway Avenue for a disorderly conduct. Fourteen year-old out of control.
- Officers took a report of Child Abuse. A report was initiated.
- Officers were called to a Burglary to the business at Aikey's Auto Salvage.
- Officers called to Regions Bank to assist with a suicidal subject.
- Officers called to a residence on Neola Street for a Burglary to garage.
- Officers called to a residence on Campus Street for a Burglary to a garage.
- Officers called to Von Maur for two female subjects stealing from the store. Both subjects were chased and caught by Officers. Officers recovered \$4,200.00 worth of property from Von Maur.
- Officers called to a Domestic Assault at a residence on Tremont Street. No report was initiated.
- Officers were called-in early to assist Third Shift and Investigations for Homicide investigations. Shift was tied-up with this most of the day. Second Shift also brought in early.
- Officers, while assisting with an investigation, were called to a garage at a residence on Iowa Street where one of the victims had hid until he was picked-up by friends.
- Officer was called to Kwik Star on the Hill for blood found behind the store. The Officer tracked the blood and discovered it to be from some vandalism to a window a few blocks away.
- Officers called to Erickson Auto for a subject who was being disorderly and refusing to pay his bill.
- Officers called to Shoe Department in Viking Plaza for a subject that took off with three pairs of shoes without paying.
- Officers called to a residence on West Ridgeway Avenue for a subject who was Trespassed from the property. Officers made contact with a male subject and removed him from the property.
- Officer called to Sartori Hospital for a victim in the Emergency Room who was assaulted by her boyfriend at a residence on Main Street. Subsequent to this call, Officers executed a Search Warrant at that address and seized weapons and a large amount of Marijuana. The male subject was arrested on charges of Domestic Assault.
- Officer called to construction site at Greenhill Road and Prairie Parkway. Subjects were arguing over one company putting its drywall in the other company's dumpster. This argument got heated and one subject was cited by Officers for Disorderly.
- Officers called to Highway 58 and Greenhill Road for an Accident with Unknown Injuries. When Officers arrived, one vehicle was still in the intersection. There were no injuries, but one the driver was intoxicated. She was taken to the Cedar Falls Police Department for sobriety and was later arrested for Operating While Intoxicated (OWI).
- Officers called to a residence on Boulder Drive for a disorderly subject.
- Officers were called to an accident at Highway 58 overpass at Highway 57. Vehicle had left the roadway and one subject had minor injuries.
- Officers called to Wal-Mart for female stealing video games.

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- Officers were called to a residence on West 8th Street for a subject that accidentally shot himself in the leg.
- Officers were called to Target Store for a Theft in progress. One subject was arrested.
- Officers were called to assist a subject in the alley behind the Pump Haus. The subject reported that she dropped her keys in the street sewer. Officers attempted to locate the keys, but were not able to find them.
- Officers were called to the Extended Stay on University Avenue for a subject who was at the property and had been Trespassed.
- Officers responded to a male exposing himself in the Kohl's parking lot. The suspect left prior to Officers' arrival. The suspect is unknown.
- Officers took a report of a vehicle accidentally damaged by a construction worker in the construction zone at Cedar Heights Drive / University Avenue.
- Officers responded to a two-car accident at 1st Street / Main Street with injuries. A female driver was transported to the Hospital with non-life threatening injuries.
- Officers took a report of Stolen Property from a room at the Days Inn.
- Officers responded to a Domestic Assault in the 1300 block of West 5th Street. There was no assault, and both parties were separated for the day.
- Officers called to a residence on Terrace Drive for a Domestic Dispute. Both parties denied being assaulted. No report.
- Officers took several reports of Burglaries to vehicles in the 2400 block of Olive Street.
- Officers took a report of a stolen vehicle from the 500 block of West 22nd Street. The vehicle was later recovered in Cedar Falls and taken to our impound storage for evidence processing.
- Officers responded to the 1000 block of Catherine Street for an intoxicated and suicidal male. The male voluntary went to the Hospital for an evaluation.
- Officers responded to a report of possible drug use at a residence on West 4th Street. During the investigation, two adult males and one adult female were arrested and charged with Possession of Marijuana and Paraphernalia.
- Officers responded to a rollover accident at University Avenue / College Street. There were minor injuries and the roadway was opened back up with minimal delay.
- Officer took a report of a counterfeit \$100 bill at the Cedar Falls Recreation Center.
- Officer responded to a Burglary from a garage at a residence on Walnut Street.
- Officers responded to a report of a male subject slumped over the steering wheel of a vehicle behind a residence. Subsequent investigation led to his arrest for Possession of Marijuana 3rd Offense and numerous Warrants from another agency.
- Officers responded to Vehicle vs Pedestrian Accident at 23rd Street / Merner Avenue. Very minor injury and no transport to Hospital.
- Officers responded to Wal-Mart for a shoplifter. One adult female was arrested for Theft 5th.
- Officers responded to a report of Suspicious Activity in the area of Cedar Falls High School. A male subject was observed getting into multiple vehicles. Subject ran upon seeing Officers and was arrested after a short foot pursuit. An adult male was charged with Burglary 3rd and Interference with Official Acts.
- Officers responded to a passenger vehicle fire at a residence on Center Street. The fire was suppressed with a Compressed Air Foam (CAF) System until the Fire Department arrived.

SECOND SHIFT – Captain Jeff Harrenstein

- Two adult females were arrested at Wal-Mart for Theft – 5th Degree.
- Officers and Public Safety Officers (PSO's) assisted the Fire Department at a residential fire on West 3rd Street. The fire was out on arrival.
- Officers and Public Safety Officers (PSO's) assisted the Fire Department with a kitchen fire at Campus Court Apartments. It was food burning on the stove with minimal damage to apartment or contents.
- An adult male was arrested for Driving with a Revoked License.
- A male shoplifter was arrested at Scheels.
- Officers assisted Paramedics with two suicidal subject calls. In each case, Officers were able to calm the subjects and each voluntarily went transported to the Hospital for evaluation.
- Officers arrested an adult female for Theft 3rd Degree at Wal-Mart.
- Officers completed follow-up on a Burglary report and charged a juvenile male with Burglary 3rd Degree and Criminal Mischief.

- Officers assisted Cedar Falls Fire Department at a residence on West 26th Street with a cooking fire. Officers assisted in evacuating the building and with the use of several Public Safety Officers (PSO's). The fire was out upon arrival.
- Officers responded to Wal-Mart for a Theft in progress call. Two adult females were arrested. One was charged with Theft 5th and the other with Theft 4th.
- Officers also responded to Kohl's for a Theft in progress. The suspect ran from the store prior to Officers' arrival. Investigation continues.
- Officers arrested an adult female at Wal-Mart for Theft 5th.
- Officers from Second Shift came into work early and assisted with a homicide crime scene and in taking calls for First Shift Officers to free them to assist the Investigative Unit. Officers from Second Shift also assisted the Investigative Unit with Search Warrant(s).
- Officers arrested an adult female for Theft 5th at Wal-Mart.
- Officers responded to a female shoplifter at the Dollar General on Center Street. She was charged with Theft 5th.
- Officers responded to a female shoplifter at Hy-Vee. This female loaded her cart with food and alcohol before walking out of the store without paying. She returned to the store on 11-14-17 and again loaded up a cart and walked out the door without paying. The female has several Theft charges on her record, so she was charged with Theft 3rd Degree in both instances.
- Officers arrested a Cedar Falls High School student for Serious Assault.
- Officers received a tip that an escapee from Polk County was staying at The University Studios. She was located and arrested on a Warrant.
- Officers arrested a female subject for Theft 4th at Target.
- Officers arrested a female subject for Theft 5th and Fraudulent Practices 4th Degree from Wal-Mart.
- Officers responded to the report of a subject who was driving all over the roadway. When Officers located the vehicle, they found that it had a flat tire. Upon further investigation, Officers arrested the driver for Operating While Intoxicated (OWI) 1st Offense.
- Officers arrested a juvenile female for Shoplifting at Wal-Mart. She was charged with Theft 5th.
- Officers responded to a disorderly subject at the Kwik Star on College Hill. Upon arrival, Officers learned the subject had been trying to get into vehicles. A short time later, a vehicle was reported stolen in the 2000 block of Washington Street. Officers found that vehicle in the area of Mulligans. Officers checked the bars, to see if the subject from the Kwik Star had been in the area. Officers learned that he had been in the Panther Lounge, and had made everyone feel uncomfortable. The owner of the truck decided not to pursue charges.
- Officers were dispatched to Wal-Mart on a report of a Shoplifting in progress. Investigation resulted in three juveniles being arrested for Theft – 5th Degree.
- Officers responded to a parking lot where a male had exposed himself to females that were walking to a store. The subject left the area in a vehicle.
- Officers were dispatched to Kohl's for a shoplifter. An adult male was charged with 5th Degree Theft.

Additional Activity Includes:

- Officer Krueger conducted a Governor Traffic Safety Bureau (GTSB) Event. Black Hawk County Deputies and the State Patrol assisted.
- Officers assisted in the Downtown area for Holiday Hoopla. Main Street was very busy due to the nice weather.
- Officers Burkhardt and Copp were busy training Officer Neymeyer in her first Field Training phase.

THIRD SHIFT – Captain Jeff Sitzmann

- Officers were called to the Hawkeye Community College (Nordic Drive Campus) for a vehicle that had crashed into the building. At the scene, Officers learned that the steering column on the truck had stopped working and the driver had no control of the vehicle. A report was completed.
- Officer arrested two subjects for Burglaries which took place near the College Hill in Cedar Falls. One subject was suspected of breaking into another subject's vehicle and when confronted, the suspect got a shotgun out of a car and shot it into the air. The suspects were located and a Search Warrant was conducted on the vehicle. The shotgun in question was located along with other evidence. Charges included Burglary, Intimidation with a Dangerous Weapon and Harassment.

Item E.1.f.

- Officers were called to a North Cedar Falls residence for an Assault in progress. At the scene, Officers learned that a male had broken into the residence and began to assault the mother of his children (his ex-girlfriend). The suspect fled before Officers got there. The male committed significant damage to the residence and broke through two doors. The male also injured the female, and tried to cut-off her air flow by covering her nose and mouth to prevent her from breathing. The subject was later arrested for Burglary, Violation of a No-Contact Order, Domestic Assault and Child Endangerment.
- Officers were called to the 1000 block of West 3rd Street with the report of a car the crashed into another parked car. It was learned that the driver of the vehicle took off and left the vehicle at the scene. The run vehicle was a Pizza Delivery vehicle. A report was made and the case is being investigated.
- Officers responded to the report of shots fired near the College Hill. While searching the area, Officers located a subject who had been shot. That subject was transported to an area Hospital and later died of his injuries. While investigating the incident, a second subject was taken to an area Hospital with a gunshot wound. Both victims were involved in the same incident. The investigation has been ongoing since the time of the incident.
- Officers were sent to the Clarion Inn with the report of a subject refusing to pay his bar bill. Officers determined the man had no way of paying and made up an elaborate story about his company paying for it. He was placed under arrest for Theft.
- Officers responded to a Motor Vehicle Accident in which a pedestrian was stuck in Northern Cedar Falls. Officers determined that the female actually jumped out of the vehicle. While investigating, the female involved assaulted a second female on the scene and was placed under arrest.
- Officers responded to LoneTree Road and Leverssee Road after a car struck a tree. The driver was intoxicated and sustained injuries from the crash. A Search Warrant was obtained for blood and urine as part of an Operating While Intoxicated (OWI) investigation. Toxicology results indicated the driver was intoxicated and was arrested after recovering from her injuries.
- Officers were dispatched to a cardiac arrest of a 19 year-old female. She and her boyfriend overdosed on prescription drugs and were taken to an area Hospital. The investigation found the two had a No-Contact Order and both were arrested after being released from the Hospital. They were charged with Violation of a Court Order and Possession of Prescription Drugs. Later that week, Officers were called to this same residence for a loud party and both of the subjects were again arrested for Violation of a No-Contact Order.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

Case Investigation / Significant Activity:

- Public Safety Officer (PSO) assigned to Investigative Unit assisted with a fire at a residence on West 1st Street.
- A stolen vehicle was returned to the owner. The vehicle had been stolen in Wisconsin and found in Cedar Falls earlier this week.
- An investigator attended Family Children's Council Human Resources Meeting.
- An investigator, working a Fraud case, met with banks to get further information.
- Evidence taken to County Attorney's Office.
- An investigator attended the quarterly meeting of the Criminal Justice Advisory Committee at Hawkeye Community College.
- An investigator attended a Child Protection Center interview of a juvenile Child Abuse case.
- An investigator attended the Family Children Council's Executive Board Meeting.
- Two investigators attended the Cedar Falls Community School Safety Committee Meeting.
- Investigators assisted Third Shift with a Homicide on the College Hill. The investigation continued throughout the month. No arrest(s) have been made in the incident and the investigation continues.
- An investigator attended the College Hill Partnership Meeting.
- Two Investigators assisted in a Major Incident Response Team (MIRT) call at a residence on Main Street.
- An investigator attended the monthly Sexual Abuse Response Team (SART) Meeting.
- An investigator attended monthly Community Resources United To Stop Heroin (CRUSH) Meeting.
- An investigator did a presentation to Street Smarts reference safe driving.

Case Information:

- Cases Assigned: 5
- Cases Closed Inactive: 6
- Cases Closed Exceptional: 0

- Cases To County Attorney For Review: 0
- Cases Closed By Arrest/Warrant: 0

School Resource Officer (SRO):

- School Resource Officer Ladage conducted two classes reference bullying to students at Orchard Hill Elementary School.
- School Resource Officer Ladage conducted Defensive Tactic Training with Officer Russell.
- During the month School Resource Officer Ladage assisted the Investigative Unit in follow-up investigation reference the Homicide that occurred on November 11th.
- School Resource Officer Ladage conducted two classes reference bullying to students at Cedar Heights School.

CSI / Investigations:

- Found property from 2013, 2014, 2015, & 2016 was located and posted on the City website.
- Ten pieces of evidence were processed in the Crime Lab.
- Thirty-seven items of property were released to their owners.
- Officer Belz assisted Third Shift Officers and Detectives with the Homicide investigation from College Hill.
- Officer Belz assisted First Shift Officers with the execution of a Search Warrant during an Assault investigation on Main Street.
- Officer Belz assisted Detectives with the execution of a Search Warrant on University of Northern Iowa (UNI) Campus in connection with the Homicide investigation.
- Officer Belz assisted Detectives with processing a scene on College Hill in connection with the Homicide investigation.
- Officer Belz assisted First Shift Officers with the processing of a recovered stolen vehicle from West 22nd Street.
- Officer Belz assisted Detectives with the execution of a Search Warrant in Waterloo in connection with the Homicide investigation.
- Officer Belz assisted Third Shift Officers with processing a recovered stolen vehicle involved in an accident on West 3rd Street.
- Officer Belz assisted Second Shift Officers with processing a recovered stolen vehicle from West 22nd Street.

Evidence / Property:

- Evidence Entered: 194
- CD's Entered by Officers: 153
- Attorney Requests (not video): 5
- Attorney Video Copies: 75
- Property held for safekeeping: 3

RESERVE UNIT – Lieutenant Martin Beckner

- On November 7th, 10th, & 13th, Reserve Officers attended In-Service Training with career Officers. Reserve Officers received training on the new Autocite machines, Watch Guard video evidence system, a tour of the new construction at the Western Home Communities, and a presentation by the Black Hawk County Sheriff's Department K9 Unit.
- On November 11th & 12th, Reserve Officers were called in to assist with securing a crime scene for a Homicide investigation.
- On November 23rd, Reserve Officers assisted with traffic control for the "Turkey Trot 5K".
- On November 24th, Reserve Officers provided extra attention to various businesses and parking lots for Black Friday.
- On November 24th, Reserve Officers provided traffic control for Holiday Hoopla.
- Reserve Officer Sterrett is still on Medical Leave.
- Paid On-Call Reserve Officers worked 17.00 hours this month of "on-duty" time. This time was spent as a Reserve Officer during their regular duty time as a City employee.

Item E.1.f.

- Throughout the month, Reserves Officers conducted ride-time on Second and Third Shifts, and assisted with various duties including prisoner transport. The use of Reserve Officers allowed career Officers to focus on high priority calls and investigations instead of lower priority calls.
- In the month of November, the Reserve Unit logged a total of 165.75 hours of ride-time and training. The hours for each Reserve Officer are as follows:

NAME	HOURS
Bostwick	24.50
Brown	20.00
Buck	6.5
Burg	12.25
Clark	23.50
Cross	17.00
Griffin	16.00
Husidic	5.50
Jaeger	24.50
Sterrett	FMLA
Wright	16.00
TOTAL:	165.75

POLICE TRAINING EVENTS – Lieutenant Tim Smith

- NCIC Recertification Exams.
- Documents have been submitted for future Training.
- In-Service Training K-9 Demo with Black Hawk County Sheriff Office, Western Home Tours, Parking Handhelds, Tourniquets.
- Officer Neymeyer has finished her First Phase of Field Training Officer (FTO) on Second Shift and is now on her Second Phase on First Shift Patrol.
- Officer Madsen is still attending the Academy until December 13th.
- Tabitha Ferguson completed her Internship.
- Officer Fey is currently in Third Phase of his Field Training.
- Lieutenant Smith attended an Incident Safety Officer Class in Davenport, Iowa.
- Officer Bellis and Officer Johannsen attended a two-day Overdose Investigation Course.
- Officer Belz and Officer Mercado attended an eight-hour Rifle Instructor Recertification.
- Nine Public Safety Officers are continuing Skills Practice.

POLICE RECORDS – Lieutenant Tim Smith

- Transmission of all TRACS based reports/forms to the state, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officer.

Item E.1.f.

<u>POLICE STATISTICS:</u>	<u>November 2017</u>	<u>Total 2017</u>
Group A Crimes		
Murder	1	1
Kidnapping / Abduction	0	1
Forcible Rape	1	22
Forcible Sodomy	0	1
Forcible Fondling	0	13
Robbery	0	5
Assault	14	156
Arson	0	2
Extortion / Blackmail	0	2
Burglary / B&E	11	128
Theft	55	621
Theft / Motor Vehicle	4	32
Counterfeit / Forgery	4	54
Fraud	6	140
Embezzlement	0	1
Stolen Property	1	4
Vandalism	9	177
Drug Offenses	10	164
Porn / Obscene Material	0	1
Prostitution	0	1
Weapon Law Violation	3	10
Group B Crimes		
Theft by Check	0	5
Disorderly Conduct	8	86
Operating While Intoxicated	11	103
Public Intoxicated / Liquor Violations	9	107
Non-Violent Family Offense	0	8
Liquor Law Violation	1	3
Runaway	0	26
Trespassing	3	41
Other Offenses	12	190
Group A Total:	119	1,536
Group B Total:	44	569
Total Reported Crimes:	163	2,105
Traffic Accidents		
Fatality	0	1
Personal Injury	12	89
Property Damage	60	576
Total Reported Accidents	72	666
Driving Offenses		
Driving While Barred	0	11
Driving While Suspended / Revoked	1	29
Eluding / Peace Officer	1	3
Total Driving Offenses	2	43
Alcohol/Tobacco Violations	12	100
Calls For Service	1,338	16,430
Total Arrests	83	838

Item E.1.f.

CEDAR FALLS FIRE RESCUE

November Fire Department Activities:

- Station #1 (Blue Shift):
 - Provided Station Tour and First Aid Education for Webelo Pack 42.
- Station #1 (Green Shift):
 - Truck 511 set-up on driveway with flag for Veteran's Day.
 - Did Public Education presentation on Fire Prevention at Holmes Junior High.
 - Battalion Chief Stensland did a Station Tour and interview with a University of Northern Iowa (UNI) student for a class project.
- Station #1 (Red Shift):
 - Provided Station Tour and group discussion to Cub Scout group.
 - Truck 511 set-up at Gallagher-Bluedorn Performing Arts Center.

Alternative Staff:

- Part-time and POC Firefighters contributed 88 hours of Shift Duty in November.

FIRE RENTAL INSPECTIONS – Captain Bobby Wright

- November Inspections: 182

FIRE TRAINING EVENTS – Lieutenant Tim Smith

- Fire Training consisted of Trench Rescue Training.
- Target Solutions Training Material:
 - Trenching and Shoring.
 - Fire Alarms System.
 - Musculoskeletal Injuries- Basic.
- Lieutenant Smith attended a two-day Incident Command School in Davenport, Iowa
- Some shifts trained on the following:
 - Fit testing.
 - EMS- Trench Rescue.
 - Building Walk thru- Furniture Mart.
- Nine Public Safety Officers (PSO's) are continuing their Firefighter Skills.

FIRE RECORDS – Lieutenant Tim Smith

- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and handling every Monday.
- SCBA Inspection the first Wednesday.
- SCBA check every Wednesday.
- Aerial Platform exercise and testing every Sunday.
- District Familiarization.
- Commercial Inspections.

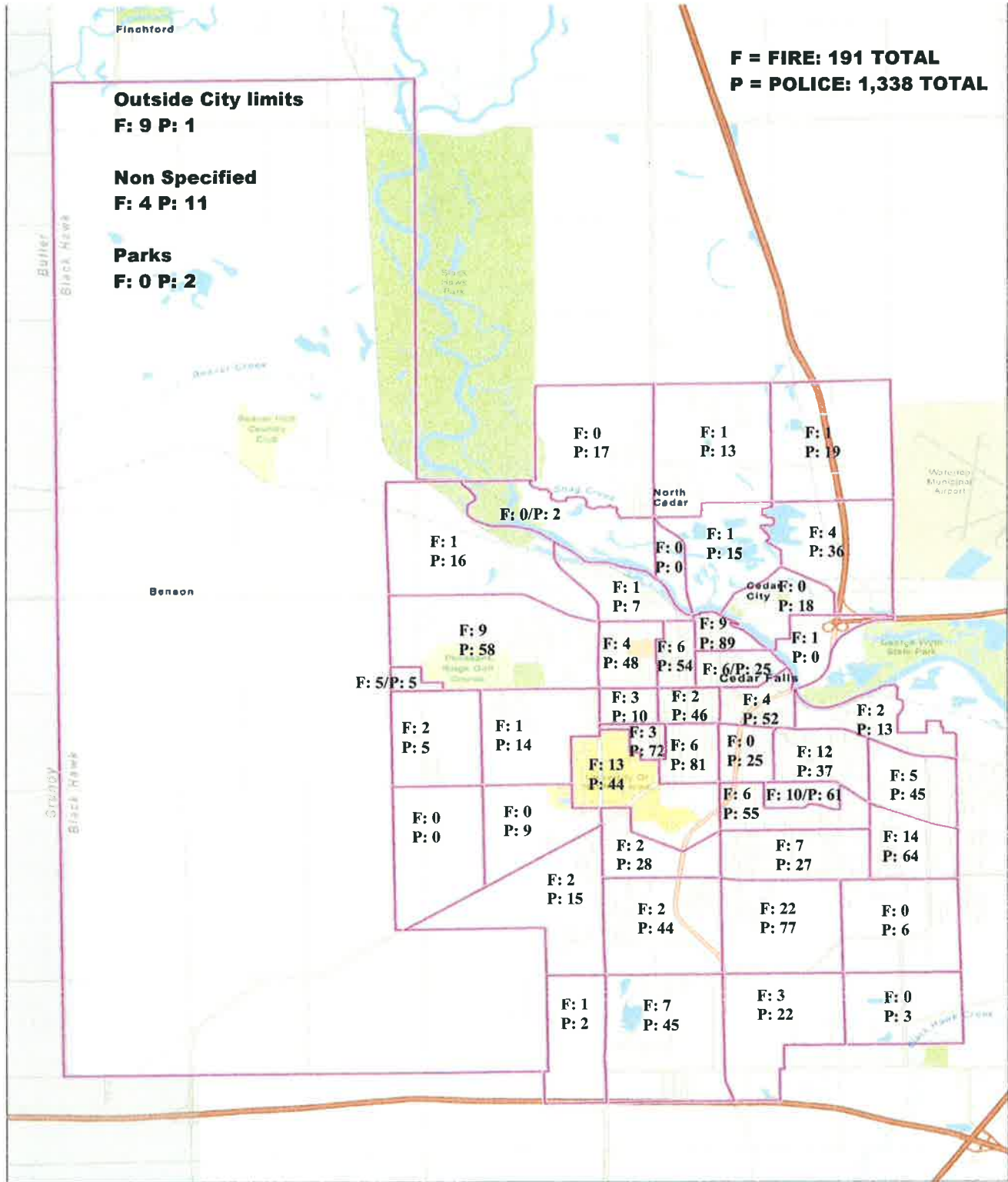
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	1/17	2/17	3/17	4/17	5/17	6/17	7/17	8/17	9/17	10/17	11/17	12/17
Medical	148	155	144	132	101	82	102	112	101	135	120	
Cancelled, False Alarms, Good Intent	64	57	76	67	64	59	49	56	60	57	50	
Fire, Heat, Hazard, Weather Related	12	11	18	13	36	12	11	16	12	13	20	
Totals	224	223	238	212	201	153	162	184	173	205	190	

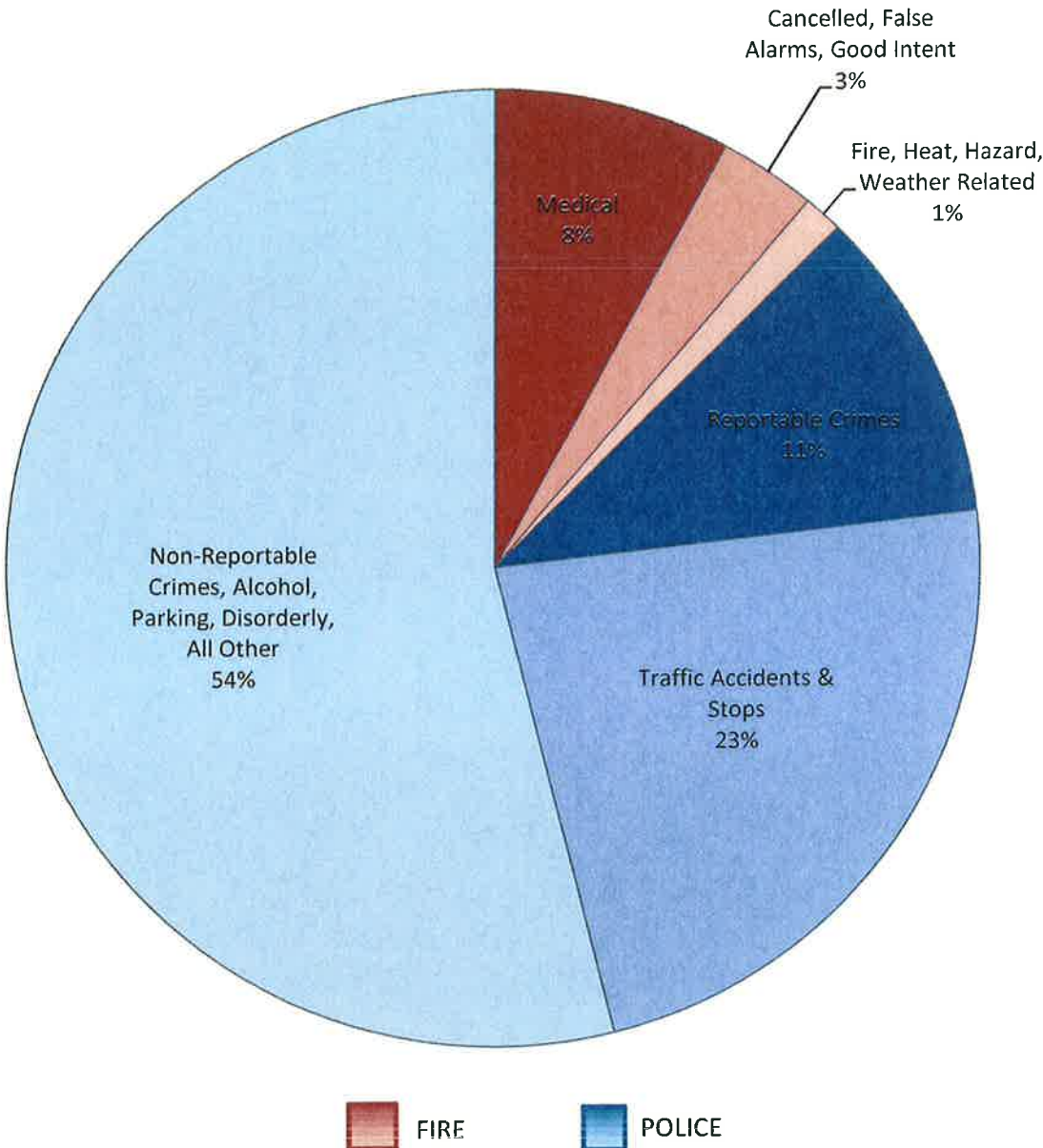
Type of Incident (per Year)	2011	2012	2013	2014	2015	2016
Non-medical CFS	991	1056	1052	948	840	911
Rescue/EMS Related	1021	1047	1049	1051	1367	1570
Totals	2012	2103	2101	1999	2207	2481

Item E.1.f.

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (November)





DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: December 27, 2017
Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- (1) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
- (2) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E liquor - renewal.
- (3) Cedar Falls Family Restaurant, 2627 Center Street, Special Class C liquor - new.

RESOLUTION NO. _____

RESOLUTION DELETING Payscale FOR EMPLOYEE AND DIMINISHING THE FOLLOWING POSITION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the pay, be deleted from the payroll scale for the below listed employee.

BE IT FURTHER RESOLVED, that the following position be diminished in accordance with Chapter 400.28 of State Code and Section 2.5 of the Cedar Falls Civil Service Commission Rules and Regulations.

BE IT FURTHER RESOLVED, that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make such deletion.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Mike Petersen MOP/PWP-Refuse	Laborer Deleted effective Dec. 29, 2017	8C	14.750	28	PT	HN	TEAM

INTRODUCED AND ADOPTED THIS _____ day of _____, 2018.

James P. Brown, Mayor

ATTEST: _____
Jacqueline Danielsen, CMC, City Clerk

RESOLUTION NO. _____

RESOLUTION ADOPTING PAYSCALE FOR NEW EMPLOYEE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the pay, be and the same is hereby adopted as the payroll scale for the below listed employee.

BE IT FURTHER RESOLVED, that said pay scale shall be effective from the date below to June 29, 2018.

BE IT FURTHER RESOLVED, that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make payment from the appropriate funds for the period herein stated.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Travis Gingrich MOP/V&T-Cultural	Hearst Lab Technician September 8, 2017	017	\$10.235	29	PT	HN	

INTRODUCED AND ADOPTED THIS _____ day of _____, 2018.

James P. Brown, Mayor

ATTEST: _____
Jacqueline Danielsen, CMC, City Clerk

RESOLUTION NO. _____

RESOLUTION ADOPTING Payscale FOR RECLASSIFIED EMPLOYEE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the pay, be and the same is hereby adopted as the payroll scale for the below listed reclassified employee.

BE IT FURTHER RESOLVED, that said pay scale shall be effective from the date below to June 29, 2018 for the reclassified position. This resolution hereby promotes the employee from the position of part-time Community Service Officer I to part-time Community Service Officer II.

BE IT FURTHER RESOLVED, that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make payment from the appropriate funds for the period herein stated.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Aдриanna Brenny PSS/Police Oper.	Community Service Officer II January 1, 2018	017	10.235	20	PT	HN	

INTRODUCED AND ADOPTED THIS _____ day of _____, 2018.

James P. Brown, Mayor

ATTEST: _____
Jacqueline Danielsen, CMC, City Clerk



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

RECREATION CENTER
110 E. 13TH STREET
CEDAR FALLS, IOWA 50613
319-273-8636
FAX 319-273-8656

MEMORANDUM

TO: Mayor Jim Brown & City Council
FROM: Bruce Verink, Manager, Recreation & Community Programs
DATE: December 21, 2017
SUBJECT: Recreation Fee Proposal

The following was submitted to the Park and Rec Commission for their review at the monthly meeting on Thursday December 14th. It was passed unanimously at that time.

Attached is staff's proposed fee schedule. If adopted by the City Council fee changes would go into effect for any program or service that will start on or after April 24, 2018. For example, someone registering for a program in February that starts June 6 or someone reserving a shelter for the May 8 date in April would both pay the new rate. While someone purchasing a Recreation Center membership on April 12 would pay the current fee even if a change were recommended.

On the attached sheets is a history of fees we have used dating back to September 2008. Any fee changed from the previous year is highlighted in gray for easy identification.

The current fees were adopted by Council in January 2017 and went into effect April 23, 2017. Staff is recommending a number of changes to some of the sports programs we offer and a change in the daily usage fee for non-residents at the Rec Center.

Staff looks at the following items when considering adjusting fees:

- The increase in staff wages (that are part of the City's wage adjustment for all employees)
- The increasing cost of supplies and equipment
- What the market for the programs and services we offer indicates
- What others in the metro area charge for similar programs
- Changes staff have made to improve the program
- The last time fees adjustments were made
- Staff attempts to hold fees the same for a two or three year period whenever possible
- To keep all fees as reasonable as possible

Proposed changes are as follow:

- Page 1
 - A \$10.00 increase for Adult Basketball leagues

Item E.2.d.

- The Fee for the spring volleyball league would remain the same but we are moving from 7 games to 6 games
- Page 3
 - A fee \$2.00 increase for all youth baseball and softball
- Page 4
 - An increase of \$6.00 in the youth tennis program
 - A reduction for the Tumbling fee of \$2.00 as the program would meet just 5 times as opposed to 6
- Page 6
 - To eliminate the non-resident fee for daily admission to the Recreation Center thus we would only have one daily admission rate for everyone.

The reason for recommending we eliminate the non-resident daily admission fee for the Rec Center is that it is almost impossible to enforce and to control. Neither resident nor non-resident typically carry ID with them when they come to work out as valuables are often left in the vehicle or at home. This results in us often charging a resident the higher non-resident fee. This move would eliminate the possibility of upsetting customers when staff asks for their proof of residency but then might fail to do the same for the person who entered right before them. This move would reduce income by about \$2,300 annually but this loss, staff feels, would be out weighted by better customer service for both resident and non-residents.

Staff felt with the slight decline in membership sales and usage of the facility that increasing Rec Center fees at this time would not be appropriate nor a good business decision.

If the proposed fee changes are approved by the by the City council then staff projects a net increase in revenue of \$2,000 annually that will offset increasing expenses.

Thank you in advance for considering this proposal. Please let me know if you have any questions or need additional information.

EXERCISE CLASSES	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012
Specialty Classes	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00	Instructor Cost + \$10.00
Exercise Tryouts	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Fitness Pass (no RCM)									
4 Months Unlimited	\$96.00	\$96.00	\$96.00	\$90.00	\$90.00	\$90.00	\$85.00	\$85.00	\$85.00
1 Month Unlimited	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$30.00	\$30.00	\$30.00
Fitness Pass (with RCM)									
4 Months Unlimited	\$48.00	\$48.00	\$48.00	\$45.00	\$45.00	\$45.00	\$42.50	\$42.50	\$42.50
1 Month Unlimited	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$25.00	\$25.00	\$25.00
Circuit Weight Training (no FP or RCM)									
2 x Per Week Per Month	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$19.00	\$19.00	\$19.00	\$19.00
1 Weight Training (with FP or RCM)									
2 x Per Week Per Month	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$9.50	\$9.50	\$9.50	\$9.50
3 x Per Week Per Month	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$40.00	\$40.00	\$40.00	\$40.00
2 Cycling - Per Month (no FP or RCM)									
3 x Per Week Per Month	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$20.00	\$20.00	\$20.00	\$20.00
3 x Per Week Per Month (with FP or RCM)									
3 x Per Week	\$26.00	\$26.00	\$26.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
Rock On - Monthly (no FP or RCM)									
3 x Per Week	\$52.00	\$52.00	\$52.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
Knock Out (with FP or RCM)									
2 x Per Week Per Month	\$26.00	\$26.00	\$26.00						
Knock Out (no FP or RCM)									
2 x Per Week Per Month	\$52.00	\$52.00	\$52.00						
Teen Weight Lifting Training (2 - 2 hour classes)	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$25.00	\$25.00	\$25.00	\$25.00

-100-

*RCM - Rec Center Membership
*FP - Fitness Pass

	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012	APPROVED FEES EFFECTIVE DATE MAY '10
YOUTH PROGRAMS								
Boys Baseball - T-ball								
Registration	\$35.00	\$32.00	\$32.00	\$32.00	\$32.00	\$30.00	\$30.00	\$29.00
Sponsor	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Boys Baseball 1								
Registration	\$38.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00	\$32.00
Sponsor	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Boys Baseball 2 & 3								
Registration	\$45.00	\$42.00	\$42.00	\$42.00	\$42.00	\$40.00	\$40.00	\$39.00
Sponsor	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Boys Baseball 4 & 5								
Registration	\$48.00	\$45.00	\$45.00	\$45.00	\$45.00	\$43.00	\$43.00	\$42.00
Sponsor	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Girls Softball - T-ball								
Registration	\$35.00	\$32.00	\$32.00	\$32.00	\$32.00	\$30.00	\$30.00	\$29.00
Sponsor	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Girls Softball 1								
Registration	\$38.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00	\$32.00
Sponsor	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Girls Softball 2 & 3								
Registration	\$45.00	\$42.00	\$42.00	\$42.00	\$42.00	\$40.00	\$40.00	\$39.00
Sponsor	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Girls Softball 4-6								
Registration	\$48.00	\$45.00	\$45.00	\$45.00	\$45.00	\$43.00	\$43.00	\$42.00
Sponsor	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Kindergarten Basketball								
Registration	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$28.00	\$28.00	\$27.00
Sponsor	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Basketball 5 & 6								
Registration	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$38.00	\$38.00	\$37.00
Sponsor	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Basketball 3 & 4								
Registration	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00	\$32.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Boys Basketball 1 & 2								
Registration	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$28.00	\$28.00	\$27.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Girls Basketball 5 & 6 (format change)								
Registration	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00	\$32.00
Sponsor	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Girls Basketball 3 & 4								
Registration	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$33.00	\$33.00	\$32.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Girls Basketball 1 & 2								
Registration	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$28.00	\$28.00	\$27.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Summer Track								
Registration	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$44.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Volleyball 3-6 (format change)								
Registration (8 weeks)	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$37.00	\$37.00	\$36.00
Sponsor	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
Flag Football K-2								
Registration (8 weeks)	\$43.00	\$43.00	\$43.00	\$41.00	\$41.00	\$36.00	\$36.00	\$35.00
Sponsor	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Flag Football 3 & 4								
Registration	\$43.00	\$43.00	\$43.00	\$41.00	\$41.00	\$36.00	\$36.00	\$35.00
Sponsor	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Flag Football 5 & 6								
Registration	\$43.00	\$43.00	\$43.00	\$41.00	\$41.00	\$36.00	\$36.00	\$35.00
Sponsor	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Baseball Club	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00			
Softball Club	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00			

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Item E.2.d.

	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012	APPROVED FEES EFFECTIVE DATE MAY '10
SWIM POOL FEES								
Daily Admission-Indoor								
Infant (Under 2)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$2.50	\$2.50
Youth (3-17)	\$4.00	\$4.00	\$4.00	\$3.75	\$3.75	\$3.75	\$3.25	\$3.25
Adult (18 & Up)	\$4.00	\$4.00	\$4.00	\$3.75	\$3.75	\$3.75	\$3.75	\$3.75
Daily Admission-Outdoor								
Infant (Under 2)	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$2.50	\$2.50
Youth (3-17)	\$7.00	\$7.00	\$6.00	\$6.00	\$6.00	\$6.00	\$5.00	\$5.00
Adult (18 & Up)	\$7.00	\$7.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Summer-Memorial Day-1st Day of School								
Family Season Pass								
Resident	** \$195.00	** \$195.00	** \$180.00	** \$180.00	** \$180.00	** \$180.00	** \$165.00	\$165.00
Non-Resident	** \$245.00	** \$245.00	** \$230.00	** \$230.00	** \$230.00	** \$230.00	** \$215.00	\$215.00
Child Care Provider Pool Pass - Mon-Fri	\$60.00	\$60.00						
Adult Season Pass (Indoor or Outdoor)								
Resident	\$115.00	\$115.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Non-Resident	\$145.00	\$145.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
Youth & Sr.Season Pass (65 & Over)								
Resident	\$110.00	\$110.00	\$95.00	\$95.00	\$95.00	\$95.00	\$80.00	\$80.00
Non-Resident	\$140.00	\$140.00	\$125.00	\$125.00	\$125.00	\$125.00	\$110.00	\$110.00
Lap Swim (Indoor only)								
Resident	\$75.00	\$75.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
Non-Resident	\$85.00	\$85.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
***Purchase your summer swim pass prior to May 15 & receive a \$10 discount for a family & \$5 for an individual pass.								
Winter-1st Day of School-Memorial Day								
Family Season Pass (with RCM)								
Resident	\$50.00	\$50.00	\$45.00	\$45.00	\$45.00	\$45.00	\$35.00	\$35.00
Non-Resident	\$55.00	\$55.00	\$50.00	\$50.00	\$50.00	\$50.00	\$45.00	\$45.00
Family Season Pass (without RCM)								
Resident	\$130.00	\$130.00	\$125.00	\$125.00	\$125.00	\$125.00	\$110.00	\$110.00
Non-Resident	\$140.00	\$140.00	\$135.00	\$135.00	\$135.00	\$135.00	\$120.00	\$120.00
Adult Season Pass (with RCM)								
Resident	\$25.00	\$25.00	\$20.00	\$20.00	\$20.00	\$20.00	\$15.00	\$15.00
Non-Resident	\$30.00	\$30.00	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00	\$20.00
Season Pass (without RCM))								
Resident	\$95.00	\$95.00	\$90.00	\$90.00	\$90.00	\$90.00	\$85.00	\$85.00
Non-Resident	\$100.00	\$100.00	\$95.00	\$95.00	\$95.00	\$95.00	\$90.00	\$90.00
Season Pass-17 & Under (with RCM)								
Resident	\$25.00	\$25.00	\$20.00	\$20.00	\$20.00	\$20.00	\$15.00	\$15.00
Non-Resident	\$30.00	\$30.00	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00	\$20.00
Youth Season Pass-17 & Under (without RCM)								
Resident	\$75.00	\$75.00	\$70.00	\$70.00	\$70.00	\$70.00	\$60.00	\$60.00
Non-Resident	\$80.00	\$80.00	\$75.00	\$75.00	\$75.00	\$75.00	\$65.00	\$65.00
*RCM - Rec Center Membership								
Swim Lesson - Youth	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00	\$28.00	\$28.00	\$27.00
Swim Lesson - Adult	\$35.00	\$35.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00	\$31.00
WSI	\$70.00	\$70.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Aqua Trim	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00	\$29.00	\$29.00	\$28.00
Deep Water Aqua Trim	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00	\$29.00	\$29.00	\$28.00
Aqua Trim Tryout	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Stretching Aqua Trim	\$32.00	\$32.00	\$30.00	\$30.00	\$30.00	\$29.00	\$29.00	\$28.00
Lap Swim-Daily-Indoor	Pass or \$4.00	Pass or \$4.00	Pass or \$4.00	Pass or \$3.75	Pass or \$3.75	Pass or \$3.75	Pass or \$3.75	Pass or \$3.75
Lifeguarding	\$115.00	\$115.00	\$105.00	\$105.00	\$105.00	\$98.00	\$98.00	\$63.00
Scuba Diving	Cost + \$10.00	Cost + \$10.00	Cost + \$10.00	Cost + \$8.00	Cost + \$8.00	Cost + \$8.00	Cost + \$8.00	Cost + \$8.00
Pool Rental ID - 75 people or less	\$60.00/hr.	\$60.00/hr.	\$60.00/hr.	\$60.00/hr. & \$50.00/add hr.	\$60.00/hr. & \$50.00/add hr.	\$60.00/hr. & \$50.00/add hr.	\$55.00/hr. & \$45.00/add hr.	\$55.00/hr. & \$45.00/add hr.
Pool Rental ID - 76 people or more	\$75.00/hr .	\$75.00/hr .	\$75.00/hr .	\$75.00/hr & \$65.00/add hr.	\$75.00/hr & \$65.00/add hr.	\$75.00/hr & \$65.00/add hr.	\$70.00/hr & \$60.00/add hr.	\$70.00/hr & \$60.00/add hr.
Pool Rental OD								
Zero Depth - 2 hour	\$200.00	\$200.00	\$200.00	\$180.00	\$180.00	\$180.00	\$160.00	\$160.00
Zero Depth & Lazy River/2 Waterslides - 2 hour	\$425.00	\$425.00	\$425.00	\$310.00	\$310.00	\$310.00	\$290.00	\$290.00
Lap Pool & & Lazy River/2 Waterslides - 2 hour	\$525.00	\$525.00	\$525.00	\$370.00	\$370.00	\$370.00	\$350.00	\$350.00
Lap Pool - 2 hour	\$325.00	\$325.00	\$325.00	\$280.00	\$280.00	\$280.00	\$250.00	\$250.00
Entire Facility-No Concessions Sold - 2 hour	\$625.00	\$625.00	\$625.00	\$470.00	\$470.00	\$470.00	\$430.00	\$430.00
Concessions Sold								
Resident	\$25 per hour	\$25 per hour	\$25 per hour	\$25 per rental	\$25 per rental	\$25 per rental	\$25.00	\$25.00

Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.
New programs will be charged a comparable fee to other similar activities.
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.

** Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult & 4 or less children or 2 adults and 3 or less children . Each additional child in the family will be \$10.00. Implemented Spring 2012.

Item E.2.d.

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	PROPOSED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2018	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2017	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 24, 2016	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 27, 2015	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 28, 2014	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 22, 2013	APPROVED FEES EFFECTIVE DATE FOR ANY ACTIVITY STARTING ON OR AFTER APRIL 23, 2012	APPROVED FEES EFFECTIVE DATE MAY '10
RECREATION CENTER								
Admission								
Daily Resident								
12 Grade & Under	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$4.50	\$4.50	\$4.00
Adult	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$6.50	\$6.50	\$6.00
Senior Citizen	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$5.50	\$5.50	\$5.00
Holiday Special Event Admission	\$3.00 per person any age	\$3.00 per person any age	\$3.00 per person any age	\$3.00 per person any age	\$3.00 per person any age	\$4.00 per person any age	\$4.00 per person any age	\$3.00 per person any age
Daily Non-Resident								
12 Grade & Under	\$5.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$8.50
Adult	\$7.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$8.50
Senior Citizen	\$6.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$7.50
Resident Yearly Memberships								
Individual								
12 Grade & Under	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$85.00	\$85.00	\$80.00
Adult	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00	\$140.00	\$140.00	\$135.00
Senior Citizen	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$125.00	\$125.00	\$120.00
Family	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$210.00	\$210.00	\$200.00
Non-Resident Yearly Memberships								
Individual								
12 Grade & Under	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$195.00
Adult	\$340.00	\$340.00	\$340.00	\$340.00	\$340.00	\$340.00	\$340.00	\$330.00
Senior Citizen	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$280.00	\$270.00
Family	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$430.00
4 Month (May-August only)								
Resident								
12 Grade & Under	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$42.50	\$42.50	\$40.00
Adult	\$72.50	\$72.50	\$72.50	\$72.50	\$72.50	\$70.00	\$70.00	\$65.00
Senior Citizen	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$62.50	\$62.50	\$60.00
Family	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$105.00	\$105.00	\$100.00
Non-Resident								
12 Grade & Under	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$98.00
Adult	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$165.00
Senior Citizen	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$135.00
Family	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$215.00
20 Punch Card - Resident Only								
12 Grade & Under	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$43.00	\$42.50	\$40.00
Adult	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$70.00	\$70.00	\$68.00
Senior Citizen	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$63.00	\$62.50	\$60.00
Punch Card - Non-Resident								
12 Grade & Under	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$120.00
Adult	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$120.00
Senior Citizen	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$110.00	\$100.00
Replace I.D. Card	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
Corporate Rate								
Individual	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$195.00
Family	\$265.00	\$265.00	\$265.00	\$265.00	\$265.00	\$265.00	\$265.00	\$255.00
Racquetball								
Drop in per hr/per court	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reservation per hr/per court	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
10 Punch Card	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value	\$17.00-\$20.00 value
Child Care								
2 hour stay	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	\$2.00	\$3.00
20 Punch Card	\$40.00	\$40.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$50.00
Rentals								
Resident non-profit organizations								
Entire facility with adequate approved adult supervision 1:20 ratio								
Per hour	\$50.00 + s.c.*	\$50.00 + s.c.*	\$50.00 + s.c.*	\$50.00 + s.c.*	\$50.00 + s.c.*	\$100.00 + s.c.*	\$75.00 + s.c.*	\$75.00 + s.c.*
Each additional hour	N/A	N/A	N/A	N/A	N/A	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*
Maximum cost (12 hr. max)	N/A	N/A	N/A	N/A	N/A	\$200.00 + s.c.*	\$175.00 + s.c.*	\$175.00 + s.c.*
Meeting Room - per hour	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
1st 2 hours								
Each additional hour								
Multi Purpose Room (1/2)								
1st hour								
Each additional hour								
Full Room - per hour	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
1st hour								
Each additional hour								
Gym Rental								
Fit Gym	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*
1/2 of Old Gym	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*	\$35.00 + s.c.*
All of Old Gym	\$70.00 + s.c.*	\$70.00 + s.c.*	\$70.00 + s.c.*	\$70.00 + s.c.*	\$70.00 + s.c.*	\$70.00 + s.c.*	\$70.00 + s.c.*	\$70.00 + s.c.*
Activity Room - per hour	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*	\$25.00 + s.c.*
* s.c. - Staff Cost (if needed)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$20.00	\$20.00

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DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

PUBLIC WORKS/PARKS DIVISION
2200 TECHNOLOGY PARKWAY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

MEMORANDUM

TO: Mayor James P. Brown and City Council
FROM: Mark Ripplinger, Director, Municipal Operations & Programs
DATE: December 20, 2017
SUBJECT: Place to Play Park – Agreement to prepare Plans and Specifications

Attached to this cover memo is the form of Contract with Ritland+Kuiper, Landscape Architects, to prepare plans and specs for the “Place to Play” Park. (To clarify, previously this project was referred to as, “Inclusive Play Park” or “All Play” Playground).

The Place to Play Park is planned to be constructed at Greenhill Park near the intersection of Algonquin and Ashworth Roads. This park is located near some of the newest housing in the community and is easily accessible from the highway system. The park will feature inclusive design. It will allow all children and anyone with special needs to engage together in an imaginative setting using the landscape and surfacing as the main attractions for the facility.

This project has been approved in the CIP. Funding has been raised for Phase I of the project which is estimated at \$622,000, and is broken down below:

BHCGA	- \$250,000 (Approved)
Private Cash/Grants	- \$250,000 (Obtained)
City Cash/in-kind*	- <u>\$122,000 (Available)</u>
Total	- \$622,000

*In-kind work includes manpower to construct the restroom, complete dirt work, install concrete for parking and sidewalks, install trees and seeding, installation of signs, etc. Total cash outlay roughly in the amount of \$80,000 would come from PW/Park general operating expenses spread over FY18 and FY19.

The contract with Ritland+Kuiper to prepare plans and specifications is \$62,000. The plans and specifications prepared will not only cover Phase I improvements, but anticipated Phase II improvements as well. This is necessary so that below ground work such as footings or conduit can be installed so that the playground will not be disrupted when Phase II is constructed. It also allows some flexibility should the City or volunteers want to install the playground pieces that are part of the Phase II improvements, thus reducing the overall cost of the project.

The Department of Municipal Operations & Programs recommends that the City Council approve the contract with Ritland+Kuiper Landscape Architects to provide plans and specifications for bidding the Place to Play project. The contract will be funded out of Park Development Hotel/Motel receipts. Please let me know if you have any questions or comments.

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AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of January 2, 2018, is between the following parties:

CLIENT: City of Cedar Falls, Iowa

LANDSCAPE ARCHITECT: RITLAND+KUIPER Landscape Architects (RKLA)

for the following PROJECT: ***Place to Play Park, Cedar Falls, Iowa***

ARTICLE 1: LANDSCAPE ARCHITECT'S BASIC AND ADDITIONAL SERVICES

A. Project Understanding

1. The City of Cedar Falls, in conjunction with citizen volunteers, intends to create an inclusive playground to be located at Greenhill Park. The project is to be funded through private donations with some assistance from the City. This agreement between RKLA and the City of Cedar Falls is to provide design services for Phase 1 of the proposed playground.
2. Clapsaddle-Garber Associates (CGA) will work as our sub-consultant to provide a topographic and utility survey of the project site, and assistance with project engineering services as required. Any and all fees charged by CGA shall be the sole responsibility of Landscape Architect.
3. The Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

B. Scope of Services

1. Construction Documents

- a. Subject to some final refinement of the approved conceptual design and based on the proposed development schedule, these tasks include development of final construction documents suitable for construction of Phase 1 of the proposed playground.
- b. Attend coordination meetings with the Client, City of Cedar Falls staff, Beau's Beautiful Blessings, and other consultants as required.
- c. Provide construction documents (plan details and specifications) for site grading, paving, landscaping, play equipment, playground surfacing, and utility connections to the restroom building (to be provided by the City). Included in these tasks will be the typical cross sections, tabulations and quantities, final plan and elevation sheets, detail layouts, and technical specifications.
- d. Coordinate design details from playground equipment and surfacing manufacturers for inclusion into the bid documents.
- e. Coordinate all site design work with the requirements of the City of Cedar Falls as appropriate and required.
- f. Assistance with bidder selection.

2. Construction Related Services:

- a. Attend coordination meetings prior to and during construction.

- b. Provide clarification of construction documents throughout the construction process.
- c. Coordination of site visits during construction to evaluate the progress of the work and adherence to the project drawings and specifications. Although the RKLA or its consultant may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.
- d. Review required contractor submittals, such as shop drawings and samples, for conformance with project drawings and specifications.
- e. Review contractor's payment applications to determine if the amount of work represented as complete is generally consistent with the Landscape Architect's observations during its site visits. Landscape Architect's review shall be subject to any noted qualifications by the Landscape Architect. Client understands that the frequency of the Landscape Architect's site visits may limit Landscape Architect's ability to review certain payment applications. Landscape Architect's review shall not be a representation that Landscape Architect has supervised the work, or that Landscape Architect has reviewed how or for what purpose contractor has used or intends to use Owner's payments.
- f. Perform punch list inspection of the site upon completion of the work to assure satisfactory compliance with construction documents.

C. Services Not Included

- 1. Design Exclusions: The following tasks are specifically excluded from this scope but can be provided for an additional fee:
 - a. Restroom Building Design
 - b. Utility Design Within 5 Feet of Proposed Buildings
 - c. Utility Service Sizing (i.e. service loads to be provided by Client)
 - d. Geotechnical Investigation
 - e. Environmental Testing
 - f. Irrigation Design
 - g. Specialty Features (water features, artwork, other items outside of described scope)
 - h. LEED Assessment and Documentation

D. Additional Services

- 1. Landscape Architect will identify services not included in the scope of work if they are requested. Landscape Architect will advise Client of the impact on Landscape Architect's work, and propose an increase to the fee amount before any work is undertaken that is outside the scope of work.
- 2. Extra services will be provided on an hourly basis at the billing rates listed below.

ARTICLE 2: COMPENSATION AND PAYMENTS

Based upon the scope of work described above, the fee for this work shall be \$62,000 payable monthly as the work progresses. Payments are due from Client within 30 days after receipt of invoice. Any additional work outside of this scope of work, and agreed to by both parties, will be billed at the hourly rates as listed below:

Craig Ritland, FASLA

\$125/hour

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Mark Kuiper, ASLA
Samantha Price, PLA

\$125/hour
\$ 75/hour

ARTICLE 3: TERMINATION

- A. Either Client or Landscape Architect may terminate this Agreement upon thirty days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Client shall have no further liability to Landscape Architect upon such payment.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to timely pay Landscape Architect in full for services rendered or expenses incurred as of the date of the current invoice. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment, except as set forth in Paragraph 6 E below.

ARTICLE 4: DISPUTE RESOLUTION

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE 5: USE AND OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE 6: MISCELLANEOUS PROVISIONS

- A. This Agreement is governed by the laws of the State of Iowa.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Landscape Architect shall indemnify and hold harmless the City and the City's elected and appointed officials, employees and volunteers, all City boards and commissions and/or authorities and their board members, employees and volunteers, and other contractors, agents, and administrators working for or on behalf of the City for all loss, expense, claims, damages or causes of action to the extent caused by the negligence or breach of contract of the Landscape Architect and the Landscape Architect's employees, agents, subcontractors, directors, and owners for whom the Landscape Architect is liable in the performance of services under this Agreement.
- F. The provisions of the document entitled "Insurance Requirements for Contractors for the City of Cedar Falls," a copy of which is attached hereto and marked Exhibit "A," are hereby incorporated into and made a part of this Agreement by this reference. Contractor shall obtain and maintain an insurance policy or policies that meet the requirements set forth in Exhibit "A". Prior to commencement of work under this Agreement, Contractor shall furnish to the City a certificate or certificates of insurance containing all coverages, endorsements, and other provisions required by Exhibit "A." In the event of any conflict between the provisions of Exhibit "A" and the other terms of this Agreement, the provisions of Exhibit "A" shall control.

LANDSCAPE ARCHITECT



Mark Kuiper, ASLA, Principal
Signature Dated: December 19, 2017
License/Certificate No. IOWA 00413
Renewal Date: June 30, 2019

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CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613

By _____
James P. Brown, Mayor

(SEAL)

ATTEST:

Jacqueline Danielsen, CMC, City Clerk



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

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

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

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to

terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all

Item E.2.e.

work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls,

Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

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

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EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

Automobile: (Combined Single Limit) \$1,000,000

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

Standard Workers Compensation

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

Umbrella: \$3,000,000

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

Errors & Omissions: \$1,000,000

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

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

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

**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.

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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.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

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

Item E.2.e.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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



CEDAR FALLS

We know how to weekend!

6510 Hudson Road
Cedar Falls, IA 50613
(515) 253-4250
(515) 245-1975
cedarfallsiowa.com

Date: December 20, 2017
To: Mayor Jim Brown and Members of the City Council
From: Kim Manning
Subject: RESOLUTION TO IDENTIFY THE FORMER ALIGNMENTS OF U.S. HIGHWAY ROUTE 20 IN THE STATE OF IOWA as HISTORIC US ROUTE 20 (IOWA)

Mayor and Council, please approve the attached resolution to identify the former alignments of U.S. Highway Route 20 as Historic US Route 20.

We are members of the Historic US Route 20 Association and believe participation in the association, the marking of the route, and ongoing promotion will generate additional tourism in our community.

Thank you for your consideration of this request.



Item E.2.f.

RESOLUTION NO. _____

**A RESOLUTION TO IDENTIFY THE FORMER ALIGNMENTS OF
U.S. HIGHWAY ROUTE 20
IN THE STATE OF IOWA
as
HISTORIC US ROUTE 20 (IOWA)**

The Iowa Department of Transportation requires all towns, cities and counties located along the former alignments of U.S. Highway Route 20 that are Public State Highways to submit a resolution to agree to the designation and placement of Historic Route 20 markers on the Public State Highway.

The Iowa Department of Transportation is also requesting all towns, cities and counties located along the former alignments of U.S. Highway Route 20 that are Local (Town, City or County) Maintained Highways to submit a resolution to agree to the designation and placement of Historic Route 20 markers on their respected maintained highways to ensure complete continuity of the designated Historic Route. Locations where the Historic Route is on a local highway do not require the DOT designation for placement of signs, the determination is based at the local level.

This resolution would request the Iowa Department of Transportation, upon receipt, to identify and designate that section of former U.S. Highway Route 20, as determined by the 1927 State of Iowa Highway Map, that is still a publicly maintained highway and that is of interest to the applicant, Historic US Route 20 (Iowa).

This resolution supports that the costs covering the purchase and placement of the Historic Route markers be delegated to the interested local agency¹ and not the Iowa Department of Transportation – unless stipulated by Iowa DOT.

1927 Iowa State Highway Map Link: <http://www.iowadot.gov/maps/msp/historical/pdf/1927-front.pdf>

Contacts:

The Historic US Route 20 Association
Bryan Farr – President
108 Skyline Trail
Chester, MA 01011
(617) 733-5796
btfarr@historicUS20.com

Brandy Ripley
Sac County EDC
PO Box 327
Wall Lake, IA 51466
(712) 664-2940
briley@saccountyiowa.com

¹The term **local agency** can refer to, but is not limited to, the following; Town or City Council, Mayor's Office, Chamber of Commerce, Visitor's Bureau, Convention & Visitor's Bureau, Historical Society, Economic Development Office, Organization or Business or Individual.

A Resolution of the City Council of the City of Cedar Falls, Iowa - Declaring Support and Intent of the Placement of Historic Route 20 Signage on the Town/City/County/State Maintained Road

WHEREAS, U.S. Highway Route 20 was created in 1926 from Boston, MA to Yellowstone National Park, WY; and

WHEREAS, By 1943, U.S. Highway Route 20 was extended to Newport, OR – a distance of 3,365 miles; and

WHEREAS, U.S. Highway Route 20 extended 333 miles between Dubuque and Sioux City, Iowa; and

WHEREAS, U.S. Highway Route 6 was decommissioned in most of California in 1964, making U.S. Highway Route 20 the longest highway in the country; and

WHEREAS, Over the years, U.S. Highway Route 20 has conveyed commerce and pleasure travelers whose needs were met by nearby cities and counties; and

WHEREAS, The State of Iowa has been working since 1952, to relocate U.S. Highway Route 20 to a four lane highway; and

WHEREAS, Though largely supplanted by the four lane highway route, the original segment of U.S. Highway Route 20 remain, although most are no longer identified as such; and

WHEREAS, Former U.S. Highway Route 20 served as the main street of many Iowa cities and towns along its length and, though no longer designated as former U.S. Highway Route 20, these segments represent both state and local historic significance; and

WHEREAS, the Historic US Route 20 Association, Inc., is a nonprofit 501 (c)3 organization aimed to promote tourism and economic development along the original 1926 alignment of US Route 20; and

WHEREAS, The Historic Route 20 Association, Inc., provides historic route markers to act as a wayfinding tool to guide tourists and travelers on the 1926 alignment to a local agency; and

WHEREAS, Designation of a Historic Route and the permission of placement of historic markers on State Public Highways must come from the Iowa Department of Transportation; and

WHEREAS, Without formal designation, the history and contribution of these segments of U.S. Highway Route 20 to the development of the state would remain less known; and

WHEREAS, Recognition of these segments will foster the economic health and cultural preservation of small communities and towns located along the highway; and

WHEREAS, It is fitting that a means to designate these historic sections of former U.S. Highway Route 20 be established; now, therefore, be it

Item E.2.f.

BE IT RESOLVED that the City Council of the City of Cedar Falls, Iowa, hereby recognizes the original 1926 segment of former U.S. Highway Route 20 in the City of Cedar Falls, Iowa as *Historic Route 20 (Iowa)* for its historical significance and importance in the development of Iowa; and

BE IT FURTHER RESOLVED, that the City Council of the City of Cedar Falls, Iowa commits to the permitting and placement of Historic Route 20 Markers within its borders, including the State DOT Highway; and

BE IT FURTHER RESOLVED, that the Iowa Department of Transportation, upon receipt of this resolution by all interested local agencies along the original segment of U.S. Highway Route 20, to designate that section of highway as *Historic Route 20 (Iowa)*; and

BE IT FURTHER RESOLVED, that the local agency is responsible for the costs and placement of historic route markers on their sections or portions of former U.S. Highway Route 20 – unless stipulated by the Iowa Department of Transportation to the local agency, and

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa is authorized to transmit copies of this resolution to the Historic US Route 20 Association and the requesting local agency.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY the City Council of the City of Cedar Falls, Iowa, that we are in support of the recognition and designation of Historic Route 20 and the placement of Historic Route 20 Markers.

ADOPTED this _____ day of January, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC
City Clerk

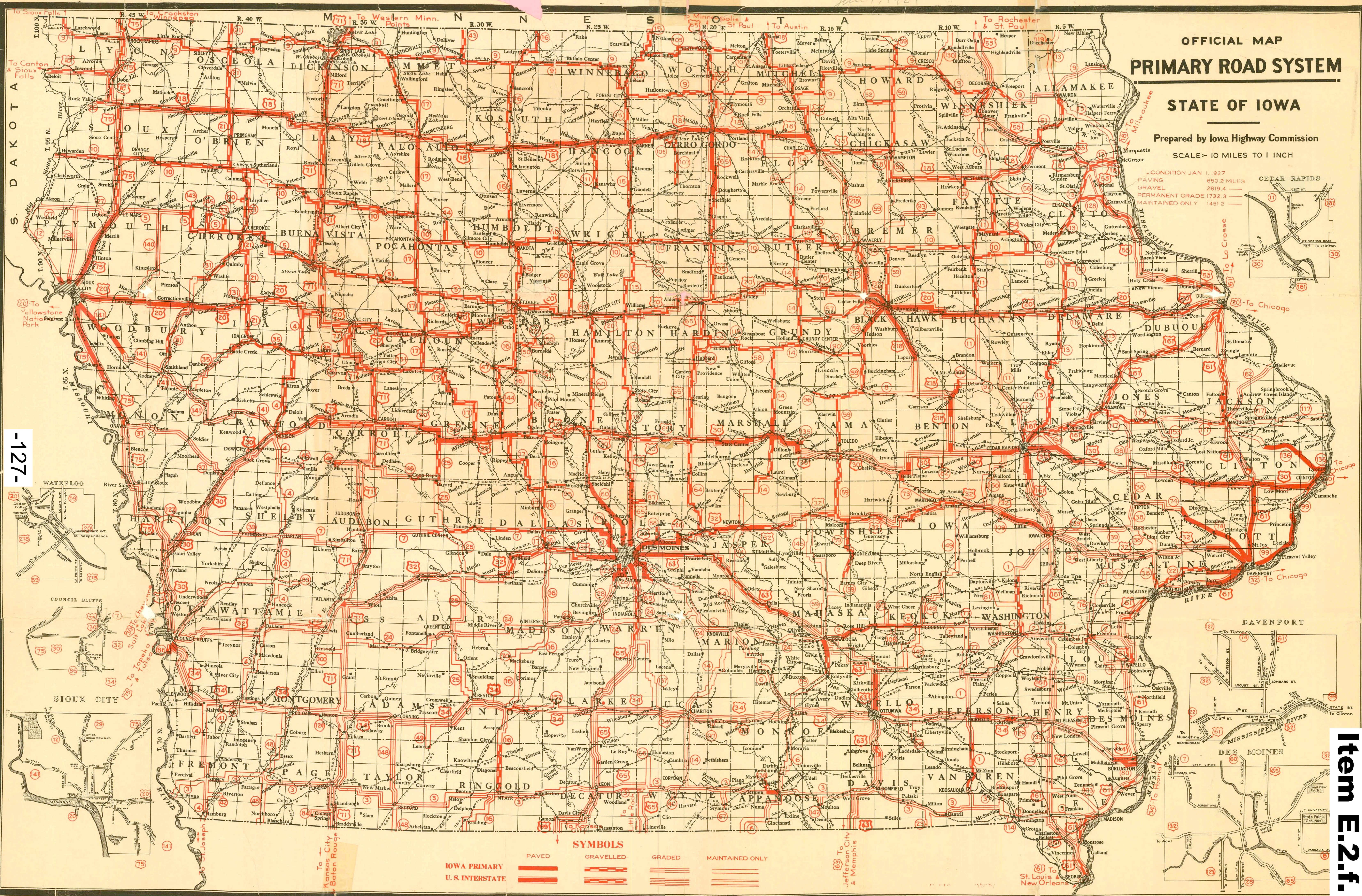
OFFICIAL MAP
PRIMARY ROAD SYSTEM

STATE OF IOWA

Prepared by Iowa Highway Commission

SCALE- 10 MILES TO 1 INCH

CONDITION JAN. 1, 1927
PAVING 650.2 MILES
GRAVEL 2819.4
PERMANENT GRADE 1732.3
MAINTAINED ONLY 1451.2



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SYMBOLS
PAVED (Red line)
GRAVELLED (Orange line)
GRADED (Yellow line)
MAINTAINED ONLY (Light blue line)
IOWA PRIMARY (Red line)
U. S. INTERSTATE (Thick red line)

Item E.2.f



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: December 18, 2017

SUBJECT: West 20th Street Dry Run Creek RCB Culvert Replacement
IDOT Project No. BROS-1185(649)—8J-07
City of Cedar Falls Project No. BR-105-3117

The City of Cedar Falls is planning to reconstruct the West 20th Street Dry Run Creek RCB Culvert. The project will require the acquisition of right of way, temporary easements and permanent easements in this corridor. Plans for the project shows the need for acquisitions from five (5) properties.

We recommend that the Warranty Deed and Temporary Easement Agreement for Parcel 4 be accepted by the City Council. After council acceptance it is recommended the Warranty Deed and Temporary Easement Agreement be recorded at the Black Hawk County Courthouse.

xc: Chase Schrage, Engineer I



WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Steven D. Moore, 415 Clay St., P.O. Box 627, Cedar Falls, IA 50613, Phone: (319)
277-6830

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

Steven D. Moore, 415 Clay St., P.O. Box 627, Cedar Falls, IA 50613

Grantors:

Douglas D. Johnson

Grantees:

City of Cedar Falls, Iowa

Legal description: See Page 3

Document or instrument number of previously recorded documents:

2005-21577



WARRANTY DEED

For the consideration of One (1) Dollar(s) and other valuable consideration, Douglas D. Johnson, a single person, do hereby Convey to the City of Cedar Falls, Iowa, the following described real estate in Black Hawk County, Iowa:

See 1 in Addendum

Accompanying this deed is Acquisition Plat of John M. Tranmer, LS, dated April 21, 2017, which is being filed with this deed pursuant to Section 354.4(3), Code of Iowa.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have 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 grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 12-12-2017

[Handwritten signature of Douglas D. Johnson]

Douglas D. Johnson (Grantor)

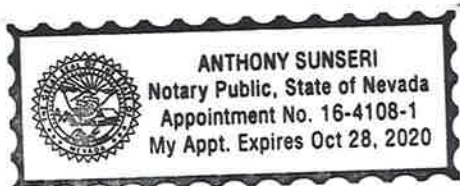
(Grantor)

(Grantor)

(Grantor)

STATE OF NEVADA, COUNTY OF CLARK

This record was acknowledged before me on December 12, 2017, by Douglas D. Johnson, a single person



[Handwritten signature of Notary Public]
Signature of Notary Public

Addendum

1. Parcel 'L' of Acquisition Plat of John M. Tranmer, LS, dated April 21, 1988, being a part of Lot 8, Block 18, of Rail Road Addition to Cedar Falls, Iowa, more particularly described as follows:

Commencing at the Northwest corner of said Lot 8;

Thence North 89 degrees 21 minutes 43 seconds East along the southerly right-of-way line of West 20th Street, 64.62 feet to the Point of Beginning;

Thence continuing North 89 degrees 21 minutes 43 seconds East along said southerly right-of-way line, 66.93 feet to the Northeast corner of said Lot 8 and a point on the westerly right-of-way line of a 16.5-foot wide alley;

Thence South 00 degrees 41 minutes 45 seconds East along said westerly right-of-way line, 17.45 feet;

Thence North 88 degrees 40 minutes 31 seconds West, 66.97 feet;

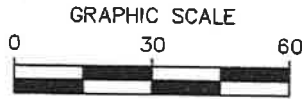
Thence North 00 degrees 39 minutes 59 seconds West, 15.15 feet to the Point of Beginning.

Index Legend	
Location:	BLOCK 18 RAILROAD ADDITION CEDAR FALLS BLACKHAWK COUNTY IOWA
Proprietor:	DOUGLAS D. JOHNSON
Requestor:	CITY OF CEDAR FALLS
Surveyor:	JOHN M. TRANMER
Surveyor Company:	IIW, P.C., 4155 PENNSYLVANIA AVE DUBUQUE, IOWA 52002-2628 PHONE: (563)556-2454

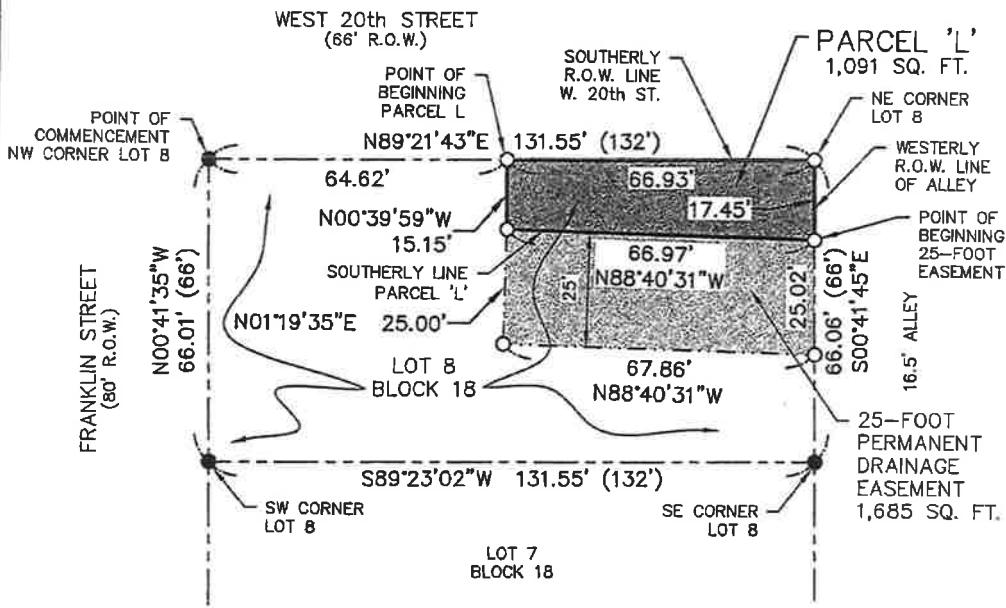
FOR RECORDER USE

ACQUISITION PLAT

COUNTY BLACKHAWK CITY PROJECT NO. BR-105-3117
 IDOT PROJECT NO. BROS-1185(649)--8J-07 PARCEL NO. 4
 PERMANENT FEE TITLE ACQUISITION AREA 1,091 SQUARE FEET
 PERMANENT DRAINAGE EASEMENT AREA 1,685 SQUARE FEET
 OFFICIAL PLAT: THE RAILROAD ADDITION TO THE CITY OF CEDAR FALLS, IOWA

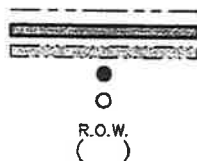


DRAWING MAY HAVE BEEN REDUCED



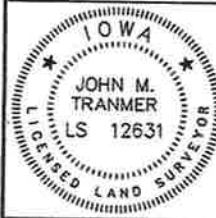
DATE OF SURVEY: APRIL 20, 2017
 TOTAL AREA PARCEL L: 1,091 SQ. FT.
 TOTAL AREA OF PERMANENT
 DRAINAGE EASEMENT: 1,685 SQ. FT.

NOTE
 THIS SURVEY IS SUBJECT TO
 EASEMENTS, RESERVATIONS,
 RESTRICTIONS AND RIGHTS-OF-WAY
 OF RECORD AND NOT OF RECORD.



LEGEND

RIGHT-OF-WAY/LOT LINE
 PARCEL BOUNDARY
 PERMANENT EASEMENT
 FOUND 1/2" PINCHED IRON PIPE
 SET 5/8" IRON REBAR WITH
 RED PLASTIC CAP NO. 12631
 RIGHT-OF-WAY
 RECORDED AS



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.

FOR IIW, P.C.

John M. Tranmer 4/21/17
 JOHN M. TRANMER DATE

LICENSE NO. 12631 MY LICENSE RENEWAL DATE IS: 12/31/2018

PAGES OR SHEETS COVERED BY THIS SEAL SHEETS 1 & 2

IIW, P.C.		ARCHITECTURE CIVIL ENGINEERING CONSTRUCTION SERVICES ENVIRONMENTAL ENGINEERING LAND SURVEYING MUNICIPAL ENGINEERING STRUCTURAL ENGINEERING TRANSPORTATION ENGINEERING	
iiw INTEGRITY. EXPERTISE. SOLUTIONS. www.iiwengr.com • 800.256.9451			
DRAWN JMT	PLAT NO. B-1A-17		
CHECKED JPK	PROJ. NO. 16188		
DATE 4-20-17	SHEET 1 of 2		
P:\16\108\DRAWINGS\SURVEY\16188 PARCEL PLATS			

SURVEYOR'S CERTIFICATE

I, John M. Tranmer, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision and that the same is correct and true in all particulars.

PARCEL 'L'

Part of Lot 8, Block 18 of the Railroad Addition to the City of Cedar Falls, Blackhawk County, Iowa, more particularly described as follows:

Commencing at the Northwest corner of said Lot 8;

Thence North 89 degrees 21 minutes 43 seconds East along the southerly right-of-way line of West 20th Street, 64.62 feet to the Point of Beginning;

Thence continuing North 89 degrees 21 minutes 43 seconds East along said southerly right-of-way line, 66.93 feet to the Northeast corner of said Lot 8 and a point on the westerly right-of-way line of a 16.5-foot wide alley;

Thence South 00 degrees 41 minutes 45 seconds East along said westerly right-of-way line, 17.45 feet;

Thence North 88 degrees 40 minutes 31 seconds West, 66.97 feet;

Thence North 00 degrees 39 minutes 59 seconds West, 15.15 feet to the Point of Beginning.

Containing 1,091 square feet, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record.

Together With:

A 25-foot Permanent Drainage Easement

Part of Lot 8, Block 18 of the Railroad Addition to the City of Cedar Falls, Blackhawk County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of said Parcel 'L';

Thence South 00 degrees 41 minutes 45 seconds East along the westerly right-of-way line of a 16.5-foot wide alley, 25.02 feet;

Thence North 88 degrees 40 minutes 31 seconds West, 67.86 feet;

Thence North 01 degree 19 minutes 35 seconds East, 25.00 feet to the Southwest corner of said Parcel 'L';

Thence South 88 degrees 40 minutes 31 seconds East along the southerly line of said Parcel 'L', 66.97 feet to the Point of Beginning.

Containing 1,685 square feet, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned Douglas D. Johnson, a single person (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary construction easement over, under, and across the real estate legally described below, for purposes of construction of the W 20th Street Dry Run Creek RCB Culvert Replacement Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with Grantor's rights to the real estate, or Grantor's access thereto.

Said temporary easement is granted over the following described real estate owned by Grantor to-wit:

Easement 'A', being a Temporary Construction Easement lying within Lot 8, Block 18, of Railroad Addition to the City of Cedar Falls, Iowa, more particularly described as follows:

Beginning at the Northwest corner of said Lot 8;

Thence North 89 degrees 21 minutes 43 seconds East along the southerly right-of-way line of West 20th Street, 64.62 feet;

Thence South 00 degrees 39 minutes 59 seconds East, 15.15 feet;

Thence North 88 degrees 40 minutes 33 seconds West, 17.50 feet;

Thence South 01 degree 19 minutes 27 seconds West, 3.00 feet;

Thence North 88 degrees 40 minutes 33 seconds West, 47.05 feet to a point on the easterly right-of-way line of Franklin Street;

Thence North 00 degrees 41 minutes 35 seconds West along said easterly right-of-way line, 15.94 feet to the Point of Beginning.

Containing 1,049 square feet, more or less.

Together With:

Item E-2-g-

Easement 'B', being a Temporary Construction Easement lying within Railroad Addition to the City of Cedar Falls, Iowa, more particularly described as follows: 8, Block 18, of

Beginning at the Southeast corner of said Lot 8;

Thence South 89 degrees 23 minutes 02 seconds West along the southerly line of said Lot 8, 68.73 feet;

Thence North 01 degree 19 minutes 35 seconds East, 25.91 feet;

Thence South 88 degrees 40 minutes 31 seconds East, 67.86 feet to a point on the westerly right-of-way line of a 16.5-foot wide alley;

Thence South 00 degrees 41 minutes 45 seconds East along said westerly right-of-way line, 23.59 feet to the Point of Beginning.

Containing 1,690 square feet, more or less.

This easement shall be temporary in nature, and shall terminate upon the completion of the above-described Project. This easement shall benefit Grantee and shall be binding upon Grantor, and Grantor's respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land until termination as provided herein.

Upon completion of any construction work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction work as is reasonable under the circumstances.

GRANTOR:

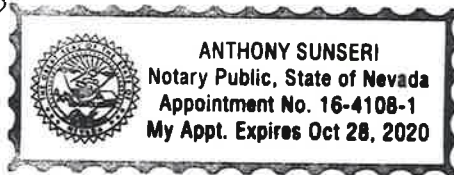

Douglas D. Johnson

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 12 day of December, 2017, by Douglas D. Johnson, a single person.


Notary Public in and for the State of Nevada

My Commission Expires: 10-28-2020



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2017.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC
City Clerk

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

This instrument was acknowledged before me on _____, 2017, by James P. Brown, Mayor, and Jacqueline Danielsen, CMC, City Clerk of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

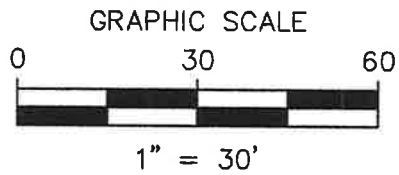
My Commission Expires: _____

Index Legend	
Location:	BLOCK 18 RAILROAD ADDITION CEDAR FALLS BLACKHAWK COUNTY IOWA
Proprietor:	DOUGLAS D. JOHNSON
Requestor:	CITY OF CEDAR FALLS
Surveyor:	JOHN M. TRANMER
Surveyor Company:	IIW, P.C., 4155 PENNSYLVANIA AVE DUBUQUE, IOWA 52002-2628 PHONE: (563)556-2464

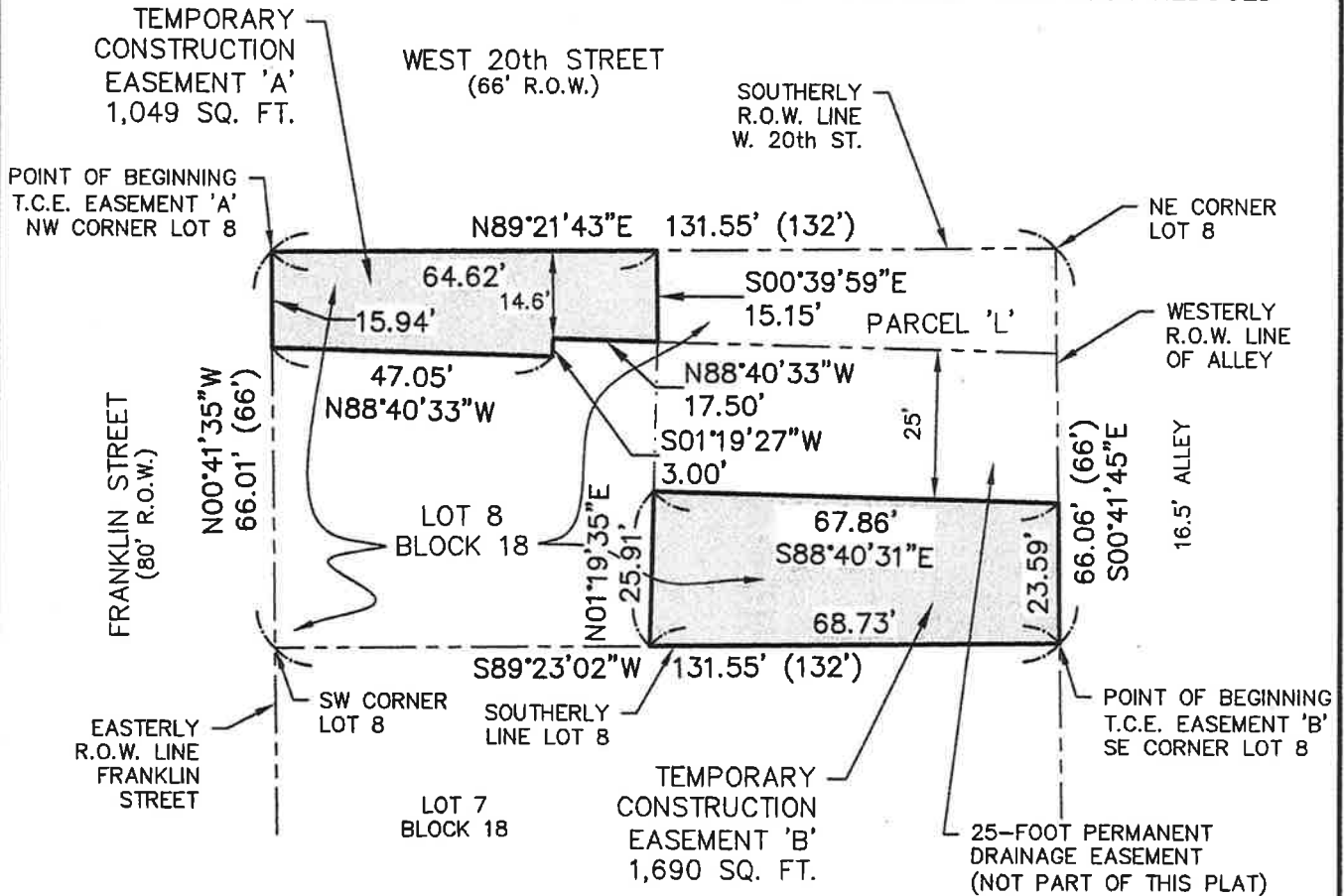
FOR RECORDER USE

ACQUISITION PLAT

COUNTY BLACKHAWK CITY PROJECT NO. BR-105-3117
 IDOT PROJECT NO. BROS-1185(649)--8J-07 PARCEL NO. 4
 PERMANENT RIGHT-OF-WAY EASEMENT AREA N/A
 TEMPORARY CONSTRUCTION EASEMENT AREA 2,739 SQUARE FEET
 OFFICIAL PLAT: THE RAILROAD ADDITION TO THE CITY OF CEDAR FALLS, IOWA

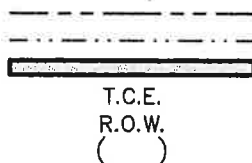


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DATE OF SURVEY: APRIL 20, 2017
 TOTAL EASEMENT AREA: 2,739 SQ. FT.

NOTE
 THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.



LEGEND

RIGHT-OF-WAY/LOT LINE
 PERMANENT EASEMENT
 TEMPORARY EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT
 RIGHT-OF-WAY
 RECORDED AS



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

FOR IIW, P.C.

John M. Tranmer 4/21/17
 JOHN M. TRANMER (DATE)

LICENSE NO. 12631 MY LICENSE RENEWAL DATE IS 12/31/2018

PAGES OR SHEETS COVERED BY THIS SEAL SHEETS 1 & 2



ARCHITECTURE
 CIVIL ENGINEERING
 CONSTRUCTION SERVICES
 ENVIRONMENTAL ENGINEERING
 LAND SURVEYING
 MUNICIPAL ENGINEERING
 STRUCTURAL ENGINEERING
 TRANSPORTATION ENGINEERING

DRAWN JMT	PLAT NO. 8-1A-17
CHECKED JPK	PROJ. NO. 16188
DATE 4-20-17	SHEET 1 of 2
P:\16\188\DRAWINGS\SURVEY\16188 TCE PLATS	

SURVEYOR'S CERTIFICATE

I, John M. Tranmer, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Easement 'A', being a Temporary Construction Easement lying within Lot 8, Block 18, of Railroad Addition to the City of Cedar Falls, Iowa, more particularly described as follows:

Beginning at the Northwest corner of said Lot 8;

Thence North 89 degrees 21 minutes 43 seconds East along the southerly right-of-way line of West 20th Street, 64.62 feet;

Thence South 00 degrees 39 minutes 59 seconds East, 15.15 feet;

Thence North 88 degrees 40 minutes 33 seconds West, 17.50 feet;

Thence South 01 degree 19 minutes 27 seconds West, 3.00 feet;

Thence North 88 degrees 40 minutes 33 seconds West, 47.05 feet to a point on the easterly right-of-way line of Franklin Street;

Thence North 00 degrees 41 minutes 35 seconds West along said easterly right-of-way line, 15.94 feet to the Point of Beginning.

Containing 1,049 square feet, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record.

Together With:

Easement 'B', being a Temporary Construction Easement lying within Lot 8, Block 18, of the Railroad Addition to the City of Cedar Falls, Iowa, more particularly described as follows:

Beginning at the Southeast corner of said Lot 8;

Thence South 89 degrees 23 minutes 02 seconds West along the southerly line of said Lot 8, 68.73 feet;

Thence North 01 degree 19 minutes 35 seconds East, 25.91 feet;

Thence South 88 degrees 40 minutes 31 seconds East, 67.86 feet to a point on the westerly right-of-way line of a 16.5-foot wide alley;

Thence South 00 degrees 41 minutes 45 seconds East along said westerly right-of-way line, 23.59 feet to the Point of Beginning.

Containing 1,690 square feet, more or less, and subject to easements, reservations, restrictions, and rights-of-way of record and not of record.

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319)243-2711

PERMANENT DRAINAGE EASEMENT AGREEMENT

The undersigned Douglas D. Johnson, a single person (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, perpetual utility and drainage easements over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation, maintenance and repair of the W 20th Street Dry Run Creek RCB Culvert, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement.

Said perpetual easement is granted over the following described real estate owned by Grantor, to-wit:

A 25-foot Permanent Drainage Easement

Part of Lot 8, Block 18, of Railroad Addition to the City of Cedar Falls, Iowa, more particularly described as follows:

Beginning at the Southeast corner of Parcel 'L' of Acquisition Plat of John M. Tranmer, LS, dated April 21, 2017.

Thence South 00 degrees 41 minutes 45 seconds East along the westerly right-of-way line of a 16.5-foot wide alley, 25.02 feet;

Thence North 88 degrees 40 minutes 31 seconds West, 67.86 feet;

Thence North 01 degree 19 minutes 35 seconds East, 25.00 feet to the Southwest corner of said Parcel 'L';

Thence South 88 degrees 40 minutes 31 seconds East along the southerly line of said Parcel 'L', 66.97 feet to the Point of Beginning.

Containing 1,685 square feet, more or less.

This drainage easement shall be perpetual in nature, shall benefit Grantee, and shall be binding upon Grantor, and Grantor's respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

GRANTOR:



Douglas D. Johnson

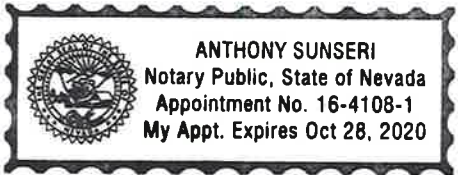
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on December 12, 2017, by Douglas D. Johnson, a single person.



Notary Public in and for the State of Nevada

My Commission Expires: 10-28-2020



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this _____ day of _____, 2017.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

Item E.2.g.

ATTEST:

Jacqueline Danielsen, CMC, City Clerk

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

This instrument was acknowledged before me on _____, 20____, by James P. Brown Mayor, and Jacqueline Danielsen, CMC, City Clerk, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

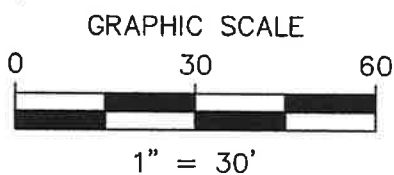
My Commission Expires: _____

Index Legend	
Location:	BLOCK 18 RAILROAD ADDITION CEDAR FALLS BLACKHAWK COUNTY IOWA
Proprietor:	DOUGLAS D. JOHNSON
Requestor:	CITY OF CEDAR FALLS
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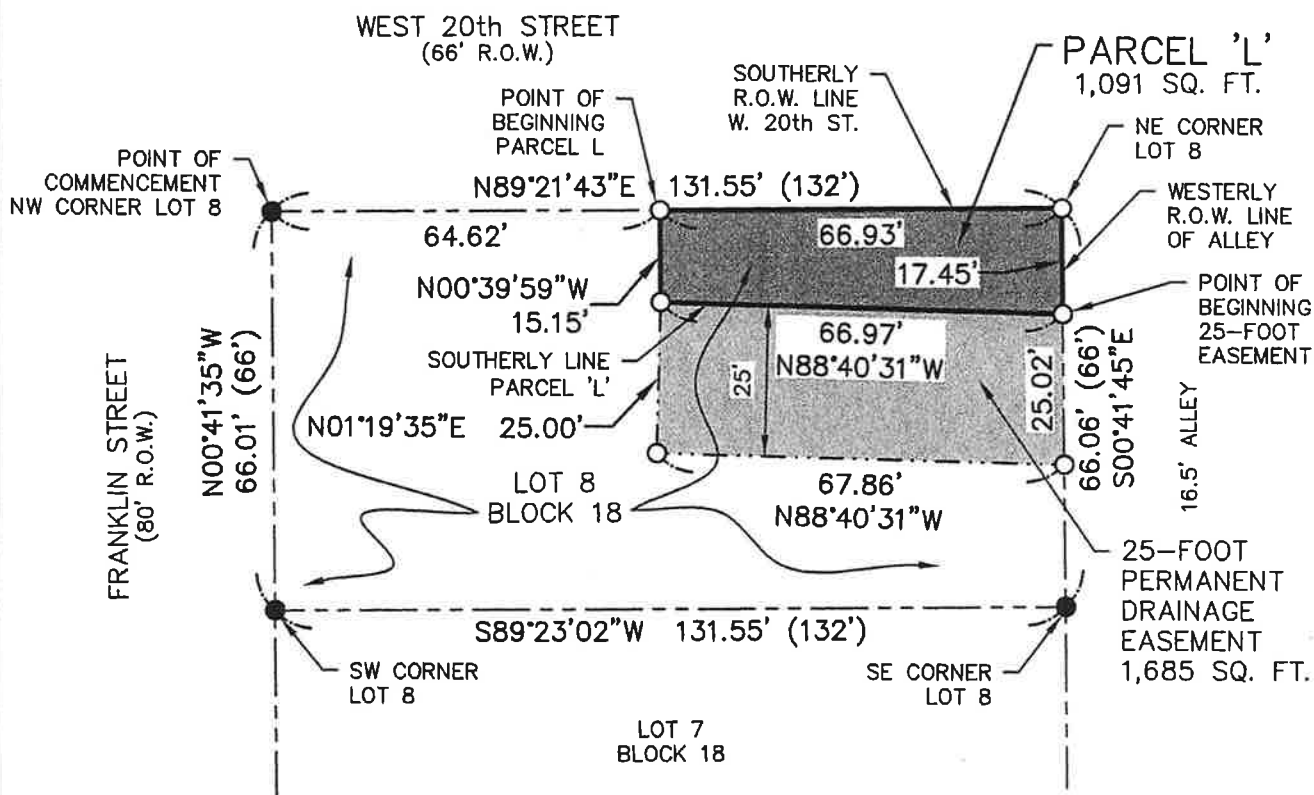
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ACQUISITION PLAT

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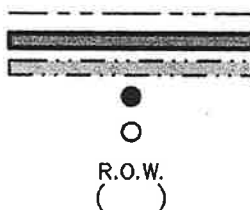


DRAWING MAY HAVE BEEN REDUCED



DATE OF SURVEY: APRIL 20, 2017
 TOTAL AREA PARCEL L: 1,091 SQ. FT.
 TOTAL AREA OF PERMANENT
 DRAINAGE EASEMENT: 1,685 SQ. FT.

NOTE
 THIS SURVEY IS SUBJECT TO
 EASEMENTS, RESERVATIONS,
 RESTRICTIONS AND RIGHTS-OF-WAY
 OF RECORD AND NOT OF RECORD.



LEGEND

RIGHT-OF-WAY/LOT LINE
 PARCEL BOUNDARY
 PERMANENT EASEMENT
 FOUND 1/2" PINCHED IRON PIPE
 SET 5/8" IRON REBAR WITH
 RED PLASTIC CAP NO. 12631
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FOR IIW, P.C.

John M. Tranmer 4/21/17
 JOHN/M. TRANMER DATE

LICENSE NO. 12631 MY LICENSE RENEWAL DATE IS: 12/31/2018

PAGES OR SHEETS COVERED BY THIS SEAL SHEETS 1 & 2



ARCHITECTURE
 CIVIL ENGINEERING
 CONSTRUCTION SERVICES
 ENVIRONMENTAL ENGINEERING
 LAND SURVEYING
 MUNICIPAL ENGINEERING
 STRUCTURAL ENGINEERING
 TRANSPORTATION ENGINEERING

DRAWN	JMT	PLAT NO.	8-1A-17
CHECKED	JPK	PROJ. NO.	16188
DATE	4-20-17	SHEET	1 of 2
P:\16\188\DRAWINGS\SURVEY\16188 PARCEL PLATS			

SURVEYOR'S CERTIFICATE

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PARCEL 'L'

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Commencing at the Northwest corner of said Lot 8;

Thence North 89 degrees 21 minutes 43 seconds East along the southerly right-of-way line of West 20th Street, 64.62 feet to the Point of Beginning;

Thence continuing North 89 degrees 21 minutes 43 seconds East along said southerly right-of-way line, 66.93 feet to the Northeast corner of said Lot 8 and a point on the westerly right-of-way line of a 16.5-foot wide alley;

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DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 27, 2017

SUBJECT: W. 20th Street Box Culvert Replacement
Project No. BR-105-3117
Iowa DOT Project No. BROS—1185(649)—8J-07
Contract Documents

Attached for your approval are the Signed Contract Agreement, Contractor's Performance Bond, and Certificate of Liability Insurance from Peterson Contractors Inc. for the construction of the W. 20th Street Box Culvert Replacement Project.

The Department of Community Development recommends approving and executing the contract with Peterson Contractors Inc. for the construction of the W. 20th Street Box Culvert Replacement Project. The W. 20th Street Box Culvert Replacement Project was designed by IIW, P.C. of Dubuque, IA for the City of Cedar Falls, in accordance with the Iowa Department of Transportation (IDOT) Standard Specifications. Eighty percent of the project will be funded by IDOT's Highway Bridge Program Fund with a local twenty percent match funded by both the Local Option Sales Tax and Stormwater Fund.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer

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Contract Project(s)

Contract ID: 07-1185-649

Call Order No.: 002

Letting Date: Nov 21, 2017 10:00 A.M.

Project Number: BROS-1185(649)-8J-07

County: BLACK HAWK

Project Work Type: RCB CULVERT REPLACEMENT -
TRIPLE BOX

Accounting ID: 34682

Location: IN THE CITY OF CEDAR FALLS, ON W 20TH ST, OVER DRY RUN CREEK , FROM
CLAY ST WEST 180 FEET TO BRIDGE

Route: 20TH ST

Federal Aid - Predetermined Wages are not in Effect



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Contract Time

Contract ID: 07-1185-649

Call Order No.: 002

Letting Date: Nov 21, 2017 10:00 A.M.

Site ID	Site Details	Liquidated Damages
00	Late Start Date 05/14/2018 100 WORK DAYS	\$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

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Notes

Contracts ID: 07-1185-649

Call Order No.: 002

Letting Date: Nov 21, 2017 10:00 A.M.

Notes :

*** WORK RESTRICTION/COLD WEATHER PROTECTION *** COLD WEATHER PROTECTION FOR THE CONCRETE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND WILL NOT BE PAID FOR SEPARATELY.



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Contract Specifications List

Page 1 of 1

Contract ID: 07-1185-649

Call Order No.: 002

Letting Date: November 21, 2017 10:00 A.M.

Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
500.01	<p>*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.</p>
FHWA-1273.05	<p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS</p>
GS-15005	<p>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</p>
SP-152016	<p>SPECIAL PROVISIONS FOR WATER MAINS, VALVES, FIRE HYDRANTS, AND APPURTENANCES Black Hawk County BROS-1185(649)--8J-07</p>

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Contract Schedule

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Contract ID: 07-1185-649

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001 ROADWAY ITEMS

\$820,727.26

Alt Set ID: Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001 CLEARING AND GRUBBING	0.400 ACRE	15,000.00		6,000.00	
0020	2102-0425070 SPECIAL BACKFILL	745.000 TON	18.75		13,968.75	
0030	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	180.000 CY	20.00		3,600.00	
0040	2104-2713020 EXCAVATION, CLASS 13, CHANNEL	150.000 CY	11.25		1,687.50	
0050	2105-8425005 TOPSOIL, FURNISH AND SPREAD	146.000 CY	35.00		5,110.00	
0060	2122-5191005 REINFORCED PAVED SHOULDER FOR CONCRETE BARRIER	58.900 SY	167.00		9,836.30	
0070	2210-0475290 MACADAM STONE BASE	320.000 TON	36.00		11,520.00	
0080	2301-0685550 BRIDGE APPROACH PAVEMENT, AS PER PLAN	167.000 SY	165.00		27,555.00	
0090	2301-1033070 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	814.100 SY	41.00		33,378.10	
0100	2315-8275025 SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	20.000 TON	30.00		600.00	
0110	2401-6745650 REMOVAL OF EXISTING STRUCTURES	LUMP SUM			26,500.00	



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Contract Schedule

Contract ID: 07-1185-649

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001 ROADWAY ITEMS

\$820,727.26

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	2402-0425031 GRANULAR BACKFILL	1,675.000 TON	16.40		27,470.00	
0130	2402-2723000 EXCAVATION, CLASS 23	1,690.000 CY	11.50		19,435.00	
0140	2403-0100000 STRUCTURAL CONCRETE (MISCELLANEOUS)	245.800 CY	372.00		91,437.60	
0150	2403-0100020 STRUCTURAL CONCRETE (RCB CULVERT)	259.700 CY	425.00		110,372.50	
0160	2404-7775005 REINFORCING STEEL, EPOXY COATED	61,028.000 LB	1.10		67,130.80	
0170	2414-6424119 CONCRETE BARRIER RAILING, AESTHETIC	220.900 LF	85.00		18,776.50	
0180	2414-6425420 CONCRETE BARRIER, PARAPET	61.400 LF	95.00		5,833.00	
0190	2418-0000010 TEMPORARY STREAM DIVERSION	1.000 EACH	20,000.00		20,000.00	
0200	2435-0130148 MANHOLE, SANITARY SEWER, SW- 301, 48 IN.	2.000 EACH	5,300.00		10,600.00	
0210	2435-0250100 INTAKE, SW-501	1.000 EACH	3,500.00		3,500.00	
0220	2435-0250260 INTAKE, SW-502, 60 IN.	2.000 EACH	4,750.00		9,500.00	
0230	2435-0250300 INTAKE, SW-503	1.000 EACH	4,750.00		4,750.00	

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Contract Schedule

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Contract ID: 07-1185-649

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001

ROADWAY ITEMS

\$820,727.26

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	2435-0251224 INTAKE, SW-512, 24 IN.	1.000 EACH	1,750.00		1,750.00	
0250	2435-0254914 BARRIER INTAKE, SW-549 MODIFIED, TOP ONLY	1.000 EACH	2,500.00		2,500.00	
0260	2435-0600010 MANHOLE ADJUSTMENT, MINOR	1.000 EACH	950.00		950.00	
0270	2502-8212204 SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	637.000 LF	11.00		7,007.00	
0280	2502-8221303 SUBDRAIN OUTLET, DR-303	13.000 EACH	185.00		2,405.00	
0290	2503-0114212 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	6.000 LF	90.00		540.00	
0300	2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	25.000 LF	95.00		2,375.00	
0310	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	128.000 LF	100.00		12,800.00	
0320	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	151.000 LF	16.00		2,416.00	



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Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0330	2504-0116012 SANITARY SEWER GRAVITY MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN.	99.000 LF	135.00		13,365.00	
0340	2504-0240036 REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	103.000 LF	16.00		1,648.00	
0350	2505-4008120 REMOVAL OF STEEL BEAM GUARDRAIL	143.000 LF	10.00		1,430.00	
0360	2507-3250005 ENGINEERING FABRIC	370.000 SY	2.50		925.00	
0370	2507-6800061 REVTMENT, CLASS E	665.000 TON	36.00		23,940.00	
0380	2510-6745850 REMOVAL OF PAVEMENT	882.700 SY	8.25		7,282.28	
0390	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	4.000 EACH	650.00		2,600.00	
0400	2511-6745900 REMOVAL OF SIDEWALK	217.200 SY	8.25		1,791.90	
0410	2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	169.800 SY	51.25		8,702.25	
0420	2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	30.000 SY	93.00		2,790.00	
0430	2511-7528101 DETECTABLE WARNINGS	75.000 SF	35.00		2,625.00	
0440	2513-0471001 CONCRETE BARRIER, APPROACH, MODIFIED	1.000 EACH	1,900.00		1,900.00	

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Contract ID: 07-1185-649

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001 ROADWAY ITEMS

\$820,727.26

Alt Set ID: Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0450	2515-2475006 DRIVEWAY, P.C. CONCRETE, 6 IN.	224.200 SY	52.00		11,658.40	
0460	2515-6745600 REMOVAL OF PAVED DRIVEWAY	65.500 SY	8.25		540.38	
0470	2518-6910000 SAFETY CLOSURE	19.000 EACH	25.00		475.00	
0480	2520-3350010 FIELD LABORATORY	1.000 EACH	4,000.00		4,000.00	
0490	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	2.000 EACH	250.00		500.00	
0500	2524-6765110 REMOVAL OF TYPE A SIGN	3.000 EACH	75.00		225.00	
0510	2528-8445110 TRAFFIC CONTROL	LUMP SUM			15,000.00	
0520	2533-4980005 MOBILIZATION	LUMP SUM			80,000.00	
0530	2554-0112006 WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6 IN.	344.000 LF	53.00		18,232.00	
0540	2554-0114016 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 16 IN.	37.000 LF	65.00		2,405.00	
0550	2554-0114024 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 24 IN.	30.000 LF	65.00		1,950.00	
0560	2554-0203000 FITTINGS BY WEIGHT, DUCTILE IRON	478.000 LB	16.25		7,767.50	



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Contract ID: 07-1185-649

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PETERSON CONTRACTORS INC.

SECTION 0001 ROADWAY ITEMS

\$820,727.26

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0570	2554-0205107 WATER SERVICE STUB, COPPER, 3/4 IN.	34.000 LF	60.00		2,040.00	
0580	2554-0205407 WATER SERVICE CORPORATION, COPPER, 3/4 IN.	2.000 EACH	500.00		1,000.00	
0590	2554-0205707 WATER SERVICE CURB STOP AND BOX, COPPER, 3/4 IN.	2.000 EACH	600.00		1,200.00	
0600	2554-0207006 VALVE, GATE, DIP, 6 IN.	2.000 EACH	1,300.00		2,600.00	
0610	2599-9999005 (‘EACH’ ITEM) FIRE HYDRANT ASSEMBLY, AS PER PLAN	1.000 EACH	5,000.00		5,000.00	
0620	2599-9999005 (‘EACH’ ITEM) FRAME AND GRATE, SW-603, TYPE S	1.000 EACH	2,600.00		2,600.00	
0630	2599-9999010 (‘LUMP SUM’ ITEM) CLEANOUT OF CLAY STREET BOX CULVERT	LUMP SUM			9,000.00	
0640	2599-9999010 (‘LUMP SUM’ ITEM) GUARDRAIL INSTALLATION AT NE CORNER OF RETAINING WALL	LUMP SUM			4,500.00	
0650	2599-9999018 (‘SQUARE YARDS’ ITEM) Sidewalk, Reinforced P.C. Concrete, 12 Inch	11.400 SY	420.00		4,788.00	
0660	2601-2634100 MULCHING	0.100 ACRE	700.00		70.00	
0670	2601-2639010 SODDING	70.000 SQ	50.00		3,500.00	

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Contract ID: 07-1185-649

Awarded Vendor: PE320

PETERSON CONTRACTORS INC.

SECTION 0001 ROADWAY ITEMS

\$820,727.26

Alt Set ID: Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0680	2601-2640350 SPECIAL DITCH CONTROL, WOOD EXCELSIOR MAT	4.100 SQ	25.00		102.50	
0690	2601-2642120 STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	0.100 ACRE	1,500.00		150.00	
0700	2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	45.000 MGAL	60.00		2,700.00	
0710	2601-2643300 MOBILIZATION FOR WATERING	10.000 EACH	350.00		3,500.00	
0720	2602-0000020 SILT FENCE	300.000 LF	2.00		600.00	
0730	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	300.000 LF	1.00		300.00	
0740	2602-0000150 STABILIZED CONSTRUCTION ENTRANCE	100.000 LF	32.50		3,250.00	
0750	2602-0000309 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	140.000 LF	4.50		630.00	
0760	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	140.000 LF	1.00		140.00	
Total Bid:						\$820,727.26

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

Item E.2.h.

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

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VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Item E.2.h.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

IOWADOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: 106807434

Contract I.D.: 07-1185-649

County: Black Hawk

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Peterson Contractors, Inc.

of

P.O. Box A, Reinbeck, IA 50669-0155

(hereinafter called the Principal) and

Travelers Casualty and Surety Company of America

of

One Tower Square, Hartford, CT 06183

(hereinafter called the Surety) are held and firmly bound unto the

City of Cedar Falls

(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Eight Hundred Twenty Thousand Seven Hundred Twenty-seven And 26/100THS dollars

(\$ **820,727.26**),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

RCB Culvert Replacement - Triple Box, Project: BROS-1185(649)--8J-07 per proposal submitted November 21, 2017

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties 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.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is 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 is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: 106807434

Contract I.D.: 07-1185-649

County: Black Hawk

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of November, 2017,

<u>Peterson Contractors, Inc.</u>	<u>Travelers Casualty and Surety Company of America</u>
By: <u><i>CardeLL Q Peterson</i></u> Principal	By: <u><i>[Signature]</i></u> Surety
<u>CardeLL Q Peterson</u> president	<u>Anne Crowner, Attorney-in-Fact</u>
Title	Title

Address: One Tower Square, Hartford, CT 06183

By: _____	Principal	By: _____	Surety
_____	Title	_____	Title

Address: _____

By: _____	Principal	By: _____	Surety
_____	Title	_____	Title

Address: _____

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the Board of Supervisors of _____ County,	
this _____ day of _____,	
_____	_____
Signature	Title

For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the <u>City of Cedar Falls</u>	
(Contracting Authority)	
this _____ day of _____, <u>2017</u>	
_____	_____
Signature	Title

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS
The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231471

Surety Bond No. or Project Description: Principal: Peterson Contractors, Inc.

106807434 Oblige: City of Cedar Falls

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young of the City of West Des Moines State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 24th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

Item E.2.h.

POLICY NUMBER: 41 CSE QU2151



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - OPERATIONS PERFORMED FOR IOWA ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Organization	Designated Location Of Covered Operations
City of Cedar Falls, Iowa City of Cedar Rapids, Iowa City of Coralville, Iowa City of Des Moines, Iowa	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations for such additional insured at the locations designated in the Schedule; or
2. In connection with your premises owned by or rented to you and shown in the Schedule.

B. With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 4., **Other Insurance** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

4. Other Insurance

a. Primary And Non-Contributory To Other Insurance

This insurance is primary and non-contributory with the additional insured's own insurance, and we will not seek contribution from that other insurance.

This paragraph does not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in Paragraph b. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

(6) When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

C. Governmental Immunity

With respect to insurance provided to the additional insured shown in the Schedule, the following conditions are added to Section IV - Commercial General Liability Conditions:

1. Nonwaiver Of Governmental Immunity

The inclusion of the municipality or governmental subdivision as an additional insured under this endorsement does not waive any of the defenses of governmental immunity available to the municipality or governmental subdivision under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage

With respect to the insurance provided by this endorsement, this insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion Of Governmental Immunity

The municipality or governmental subdivision shown in the Schedule shall be responsible for asserting any defense of immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality or governmental subdivision shown in the Schedule.

Item E.2.h.

4. Non-Denial Of Coverage

We shall not deny coverage under this policy, nor shall we deny any of the rights and benefits accruing to the municipality or governmental subdivision shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality or governmental subdivision shown in the Schedule of this endorsement.

5. No Other Change In Policy

We agree with the municipality or governmental subdivision shown in the Schedule that the preservation of governmental immunities contained in the paragraphs above shall not otherwise change or alter the coverage available under this policy.

D. Special Cancellation Or Nonrenewal Notification

With respect to insurance provided to the additional insured shown in the Schedule, the following condition is added to Section IV – **Commercial General Liability Conditions:**

In the event of:

1. Cancellation for nonpayment of premium, we agree to mail or deliver written notification to the organization shown in the Schedule at least ten (10) days prior to the effective date of the action.
2.
 - a. Cancellation or nonrenewal for any statutorily permitted reason other than nonpayment of premium; or
 - b. Material restriction of coverage and/or a change in the Limits of Insurance,

we agree to mail or deliver written notification to the organization shown in the Schedule at least thirty (30) days prior to the effective date of the action.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 27, 2017

SUBJECT: Heritage Hills Estates 2nd Addition
Traffic Signal Invoice
Project No. SU-175-1840

As a part of the development of the Heritage Hills Estates 2nd Addition, the City required the installation of a traffic signal at the intersection of Greenhill Road and Prairie Parkway. With approval of the Developmental Procedures Agreement between the City and the Developer, Anfinson Properties, on December 18th, 2017, the following is the final invoice related to the Traffic Signal installation.

Upon this agreement with the developer and the City, all related engineering and construction expenses related to the traffic signal will be split evenly between both parties, the City and the Developer, Anfinson Properties as determined by Clapsddle-Garber Associates, Inc. The final cost for the design and construction is \$24,600.00

The Engineering Division recommends approving the final cost as a part of the Developmental Procedures Agreement with Anfinson Properties for the development of Heritage Hills Estates 2nd Addition.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer

Anfinson Properties, LLC
PO Box 506
Tel (319) 235-9507



HERITAGE HILLS INVOICES 6.27.2017

BILL TO	SHIP TO	INSTRUCTIONS
City of Cedar Falls		Due on receipt

In regards to the agreement made between the City and Anfinson Properties, LLC to pay for 1/2 of the cost of the traffic signal at Greenhill and Prairie Parkway.

NAME	DESCRIPTION	TOTAL PRICE	TOTAL
KW Electric	Invoice #1973ES1 & #1973ES2 Traffic signal	\$43,000.00	\$21,500.00
CGA	Invoice #33349, 33442 Signal design	\$4,200.00	\$2,100.00
CGA	Invoice #33776 Additional signing	\$2,000.00	\$1,000.00

SUBTOTAL	\$24,600.00
SALES TAX	
SHIPPING & HANDLING	
TOTAL	\$24,600.00

Thank you!



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 James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: December 27, 2017
SUBJECT: Viking Road First Addition, Preliminary & Final Plats

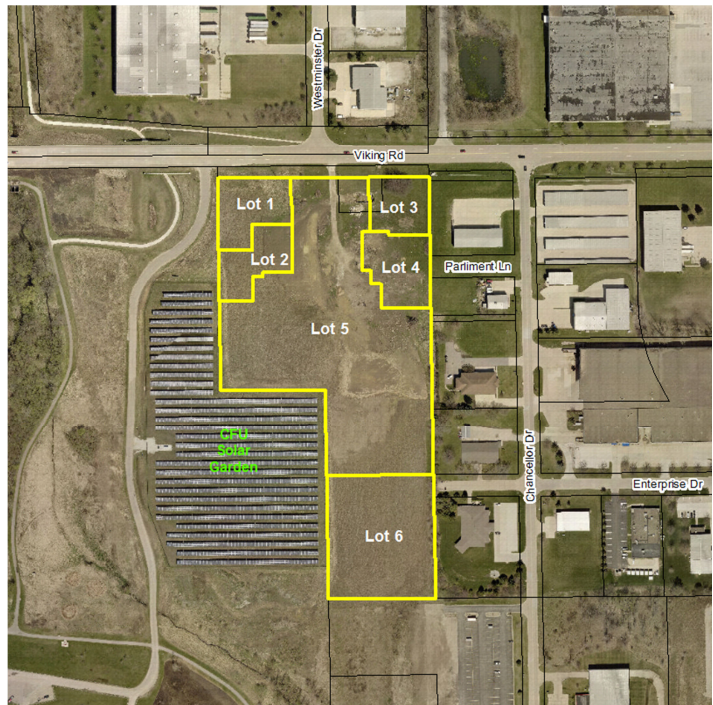
REQUEST: Request to preliminary and final plat 6 lots as the Viking Road First Addition.

PETITIONER: HI YIELD, LLC, Owner; Clapsaddle-Garber Associates, Surveyor

LOCATION: 912-936 Viking Road

PROPOSAL:

The petitioner is proposing to subdivide the property into 6 commercial lots. Lot 3 was recently approved by the City to construct a 6,000 square foot retail space, while Lot 5 was recently approved to construct an approximate 55,000 square foot gymnasium/retail building. Lots 1, 2, 4 and 6 do not have any identified uses but would be developed in the future for retail/office uses. Lots 1-5 would share an access from Viking Road, while Lot 6 would gain access from Enterprise Drive.



BACKGROUND:

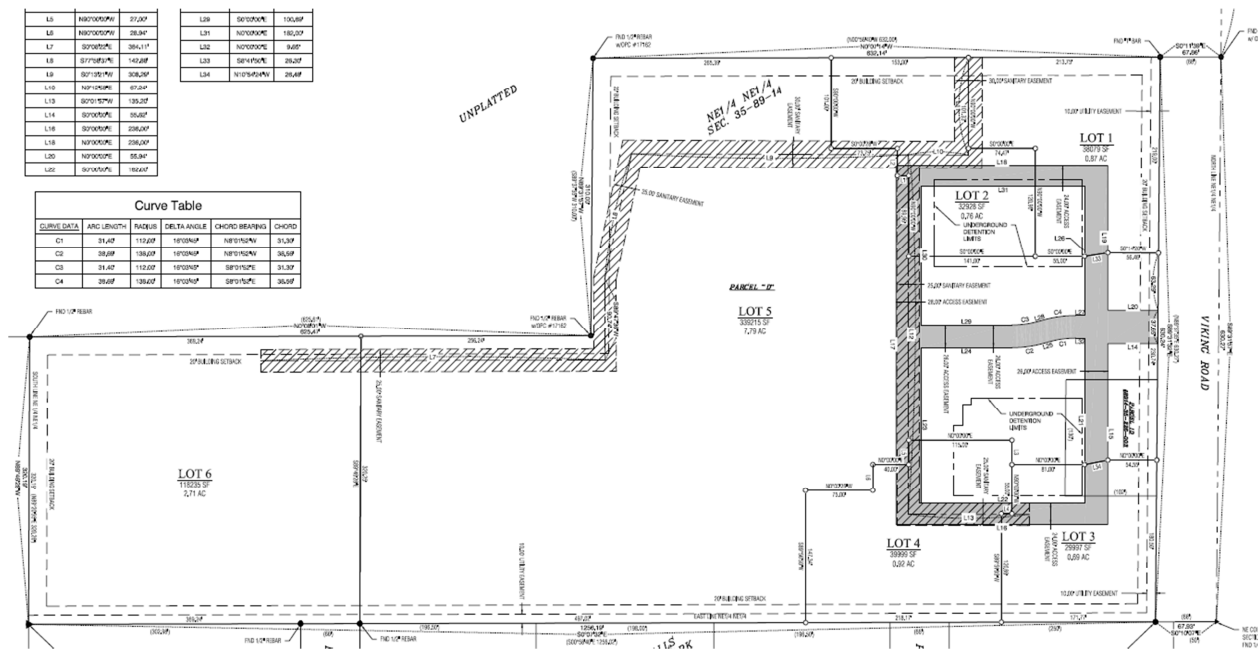
The property was rezoned by the City Council from A-1 Agricultural District to PC-2 Planned Commercial District on September 19, 2016. A site plan for the retail building located on Lot 3 was approved by the City Council on August 21, 2017. A site

Item E.2.j.

plan for the gymnasium/retail building on Lot 5 was approved by the City Council on October 16, 2017.

ANALYSIS

This subdivision is located on 13.74 acres of land located along Viking Road, just south of Westminster Drive and West of Chancellor Drive. The preliminary and final plat would consist of 6 commercial lots, which would range from 0.69 acres to 7.79 acres in size. These lot sizes would meet the minimum lot size requirements for the zoning district that they are located in. Development within this subdivision would include a site plan review by the Planning & Zoning Commission and City Council since the property is zoned PC-2 Planned Commercial District. As indicated above in the report, Lots 3 and 5 have already gone through the site plan review process and have been approved.



TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

Lots 1 through 5 will have a shared access off of Viking Road. The plat shows a 26 foot wide access easement that connects each lot with the entrance so that access can be gained. Lot 6 would have its own access off of Enterprise Drive, which abuts the lot. A Public sidewalk will be installed along Viking Road, with internal connections to Lot 3 and 1 to provide access to the public sidewalk.

City zoning staff notes that the proposed lots appear to be of sufficient lot area to meet the anticipated development plans. The PC-2 District normally requires a 30-foot setback along the perimeter of the development, however the applicant asked that the

setback be reduced to 20 feet during the rezoning process, which was approved. Buildings, parking lots and signage must be located outside of this setback area. As indicated earlier, a detailed site plan was reviewed and approved on Lots 3 and 5. When the remaining lots are developed, a detailed site plan will be brought forward to the Planning & Zoning Commission for review.

Items such as the grading plan, stormwater management plan, and utility plan have all previously been submitted and approved as part of the site plan review process for the gymnasium building and retail building that have already been approved.

Typically a preliminary plat would be submitted and approved first prior to the final plat being submitted. This allows for the installation of any required public infrastructure, such as streets, sewers and other utilities. However, this subdivision does not include the construction of any new public infrastructure, so reviewing both plats at once would appear to make sense.

The property is located outside of the designated 100-year floodplain.

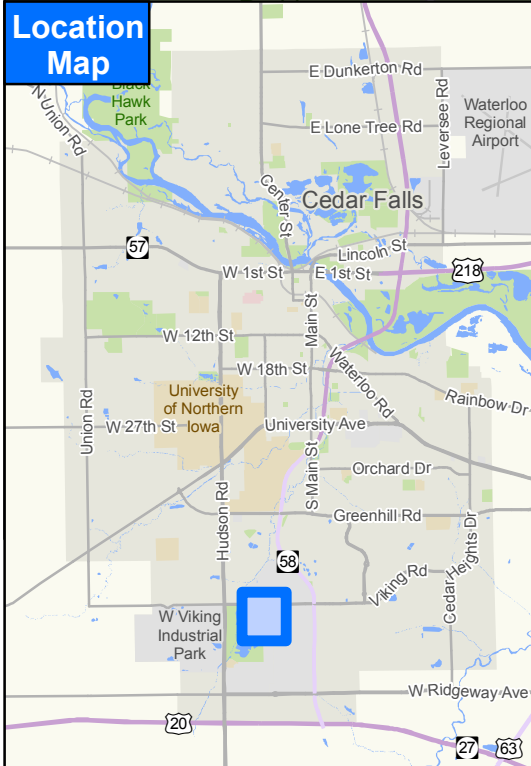
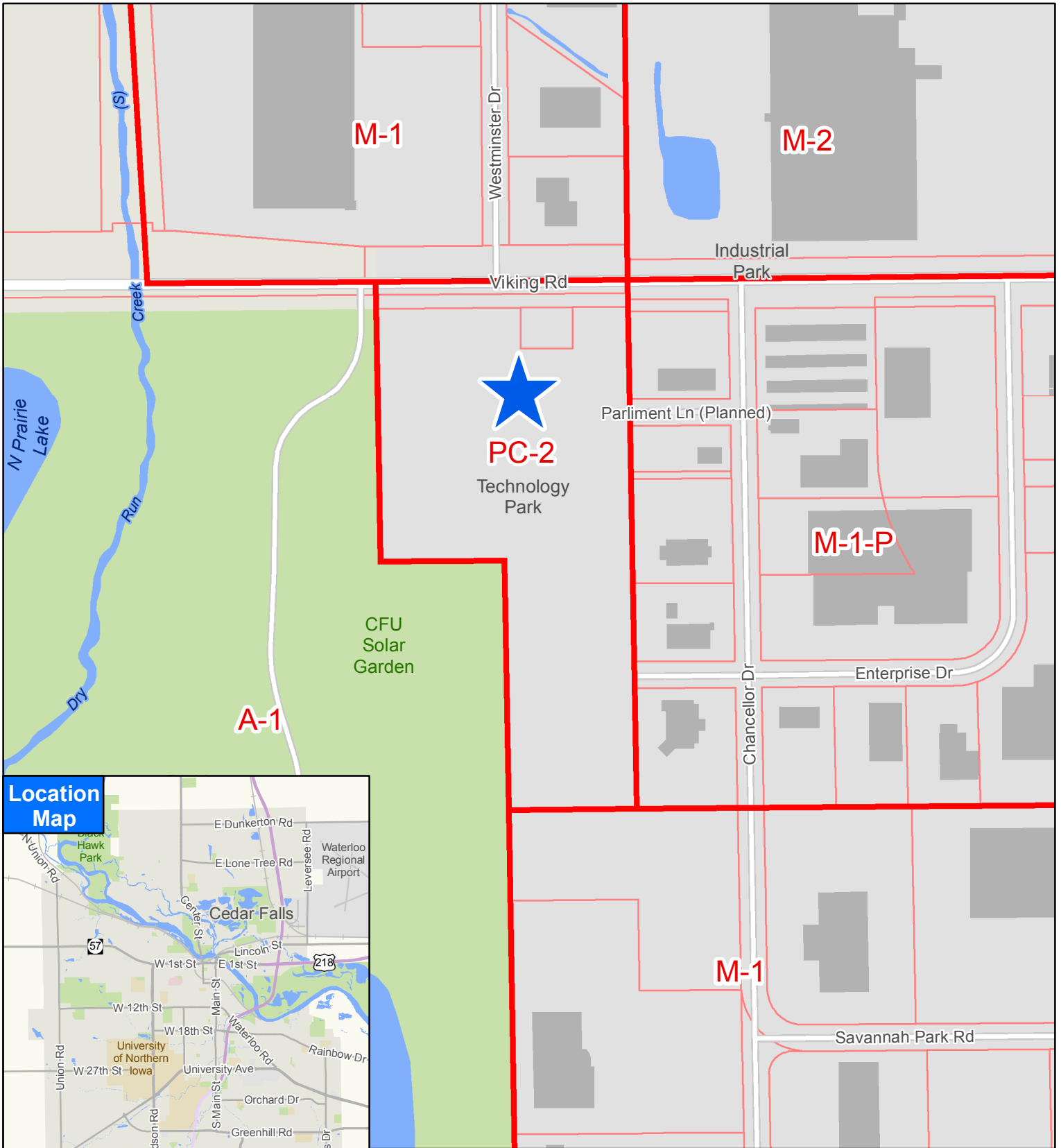
The platting documents including the Deed of Dedication, Attorney's Title Opinion and a plat fee of \$300.00 have been submitted.

STAFF RECOMMENDATION:

The Community Development Department recommends approval of the preliminary and final plat of Viking Road First Addition.

PLANNING & ZONING COMMISSION

Discussion/Vote 12/13/2017 There were no comments from the Planning & Zoning Commission and the request was unanimously recommended for approval.



Preliminary and Final Plat of
Viking Road First Addition

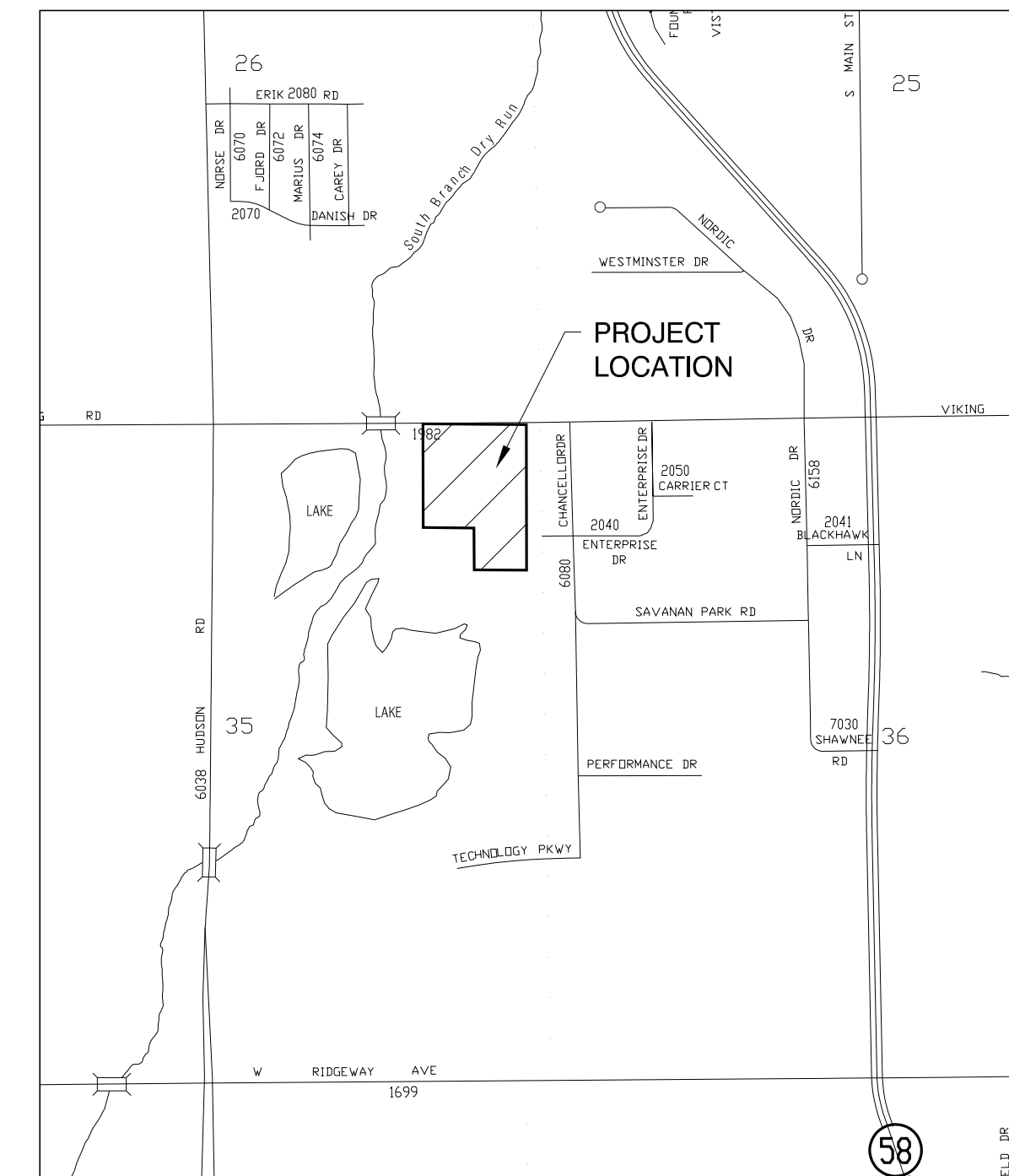
PRELIMINARY PLAT VIKING ROAD FIRST ADDITION CEDAR FALLS, IOWA

LEGEND

EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SHRUBS (BUSHES)
		TREE LINE
		SIGN (TYPE AS NOTED)
		FENCE
		SILT FENCE
		CONTOUR LINE
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		SANITARY SEWER LINE
		STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
		TELEPHONE LINE
		TELEPHONE PEDESTAL

LEGAL DESCRIPTION

PARCEL "D" LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, EXCEPT THOSE PARTS CONVEYED TO THE CITY OF CEDAR FALLS, IOWA IN 554 LD 81, 557 LD 438 & 557 LD 440.
 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, ALSO BEING THE SOUTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS LOT 10 OF CEDAR FALLS INDUSTRIAL PARK AND RECORDED IN INSTRUMENT #2009-00015030 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, N89°46'28"W 320.19' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE, N0°08'01"W 625.47'; THENCE, N89°31'57"W 310.00'; THENCE, N0°07'14"W 632.14' TO THE SOUTH RIGHT OF WAY LINE OF VIKING ROAD; THENCE, S89°31'32"E 630.24' ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE, S0°07'32"E 1256.19' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 13.74 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



VICINITY MAP
NOT TO SCALE

SURVEYOR AND ENGINEER

JEREMY A. HARRIS, P.L.S.
 ADAM DATERS, P.E.
 CLAPSADDLE-GARBER ASSOCIATES
 P.O. BOX 754 - 16 E. MAIN STREET
 MARSHALLTOWN, IOWA 50158
 (641)752-6701

ZONING INFORMATION:

CURRENT: PC-2 (PLANNED COMMERCIAL)

SURVEY REQUESTED BY:

HI YIELD, L.L.C.
 BRENT DAHLSTROM
 604 CLAY STREET
 CEDAR FALLS, IOWA 50613

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

OWNERS OF RECORD

HI YIELD, L.L.C.
 PO BOX 128
 CEDAR FALLS, IOWA 50613

FLOOD ZONE

(ZONE X)
 PANEL #19013C0277F
 EFFECTIVE DATE: JULY 18, 2011

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- () RECORDED AS

PRELIMINARY

DATE PREPARED: OCTOBER 31, 2017

-191-

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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

DESIGNED: -	DATE: -
DRAWN: CAQ	DATE: 10-31-2017
CHECKED: ACD	DATE: 10-31-2017
APPROVED: -	DATE: -

VIKING ROAD FIRST ADDITION
CEDAR FALLS, IOWA

PRELIMINARY PLAT

PROJECT NO. 5582.05
SHEET NO. 1 OF 2

Item E.2.j

PRELIMINARY PLAT VIKING ROAD FIRST ADDITION CEDAR FALLS, IOWA

Item E.2.j

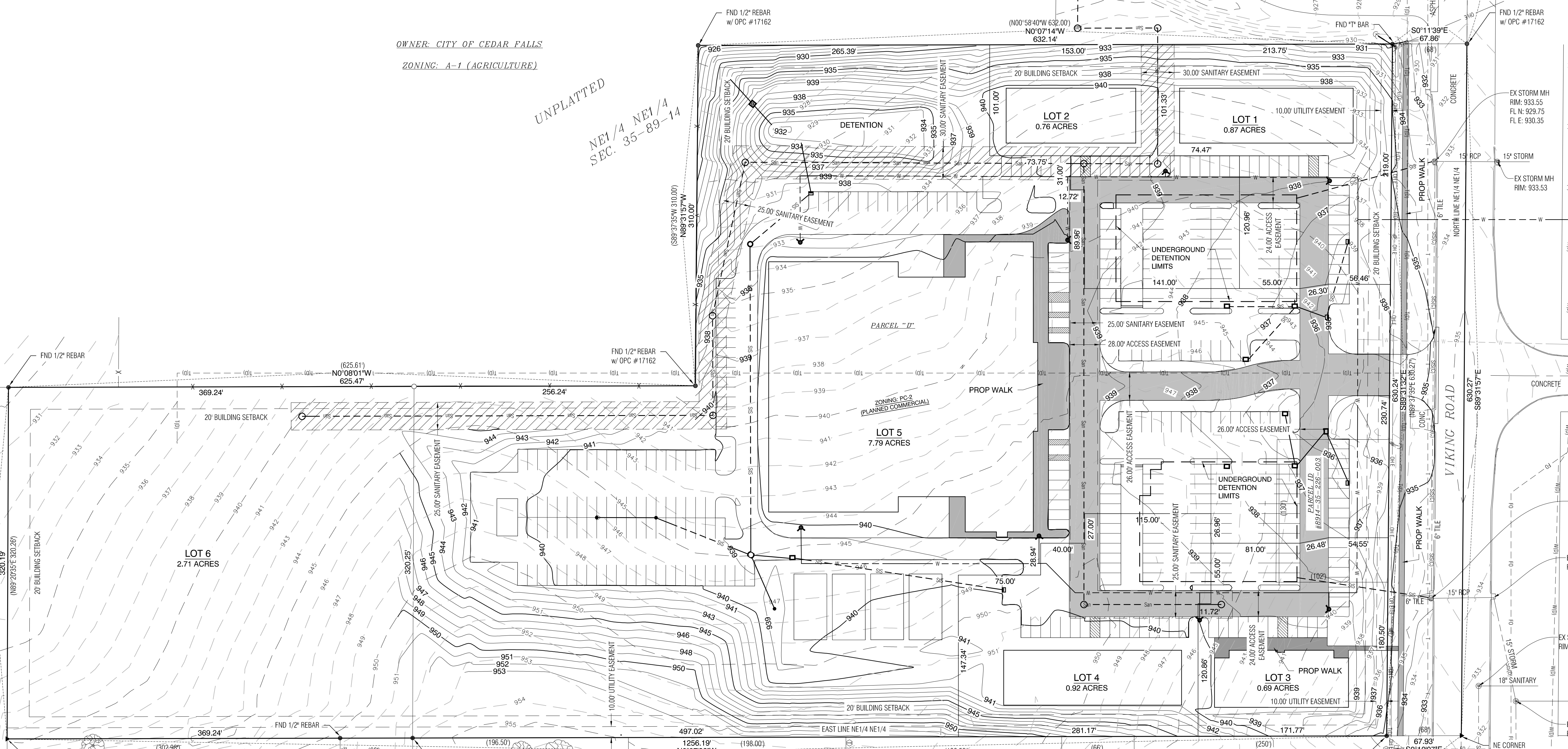
-192-

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PARCEL ID
#8914-35-251-002

OWNER: CITY OF CEDAR FALLS
ZONING: A-1 (AGRICULTURE)

UNPLATTED
NE 1/4 NE 1/4
SEC. 35-89-14



SE CORNER
NE 1/4 NE 1/4
SECTION 35-89-14
FND 1/2" REBAR
w/YPC #12086
POINT OF BEGINNING

LOT 10
OWNER: AERIAL SERVICES INC
ZONING: M-1-P
(PLANNED LIGHT INDUSTRIAL)

LOT 11
OWNER: GARCIA PROPERTIES LLC
ZONING: M-1-P
(PLANNED LIGHT INDUSTRIAL)

LOT 12
OWNER: RAPIDS PROPERTIES LLC
ZONING: M-1-P
(PLANNED LIGHT INDUSTRIAL)

OWNER: ROBERT D BERRY
ZONING: M-1-P
(PLANNED LIGHT INDUSTRIAL)

OWNER: WINNIGER LLC
ZONING: M-1-P
(PLANNED LIGHT INDUSTRIAL)

LOT 14

EX STORM MH
RIM: 934.19
FL E: 928.39
FL S: 929.74
FL N: 927.09

EX STORM MH
RIM: 934.24

EX SANITARY MH
RIM: 932.75

EX 8x8" STORM MH
RIM: 933.10

OWNER: STANDARD
DISTRIBUTION CO
CEDAR FALLS INDUSTRIAL
PARK PHASE VII
LOT 27

ZONING: M-1
(LIGHT INDUSTRIAL)

OWNER: TIMBERLOF
DEVELOPMENT CO LLC
CEDAR FALLS INDUSTRIAL
PARK PHASE VII
LOT 28

ZONING: M-1
(LIGHT INDUSTRIAL)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: - DATE: -
DRAWN: CAQ DATE: 10-31-2017
CHECKED: ACD DATE: 10-31-2017
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**VIKING ROAD FIRST ADDITION
CEDAR FALLS, IOWA**

DATE PREPARED: OCTOBER 31, 2017

PRELIMINARY PLAT

PROJECT NO.
5582.05
SHEET NO.
2 OF 2

FINAL PLAT VIKING ROAD FIRST ADDITION CEDAR FALLS, IOWA

SURVEYOR

JEREMY A. HARRIS, P.L.S.
CLAPSADDLE-GARBER ASSOCIATES
P.O. BOX 754 - 16 E. MAIN STREET
MARSHALLTOWN, IOWA 50158
(641)752-6701

ZONING INFORMATION:

CURRENT: PC-2 (PLANNED COMMERCIAL)

SURVEY REQUESTED BY:

HI YIELD, L.L.C.
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OWNERS OF RECORD

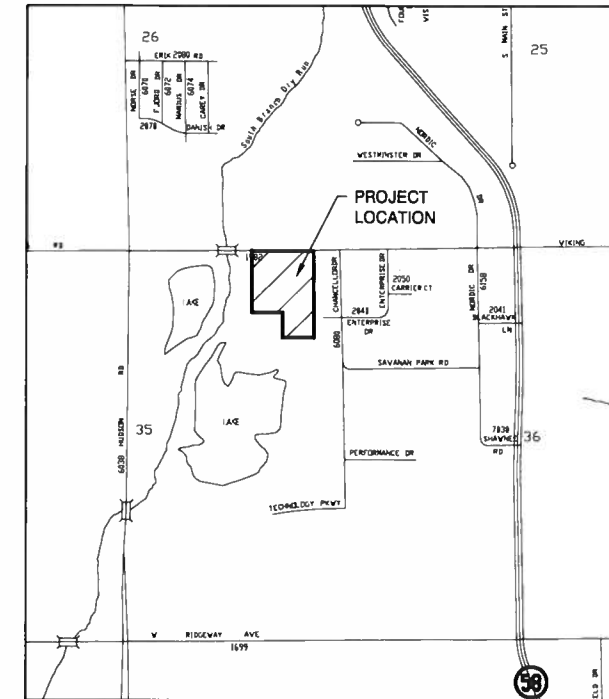
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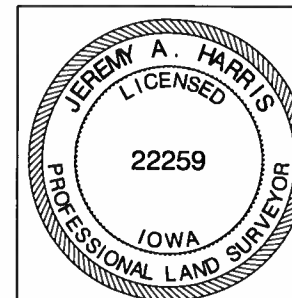
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- SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- () RECORDED AS



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.

Jeremy Harris 12-27-17

JEREMY A. HARRIS, PLS date

Iowa License Number 22259

My License Renewal Date is December 31, 2019

Pages or sheets covered by this seal:

SHEETS 1 OF 2 AND 2 OF 2

-193-

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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
PH 641-752-6701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: CAD DATE: 10-31-2017
CHECKED: ACD DATE: 10-31-2017
APPROVED: _____ DATE: _____

**VIKING ROAD FIRST ADDITION
CEDAR FALLS, IOWA**

FINAL PLAT

PROJECT NO.
5582.05
SHEET NO.
1 OF 2

Item E.2.j.

FINAL PLAT VIKING ROAD FIRST ADDITION CEDAR FALLS, IOWA



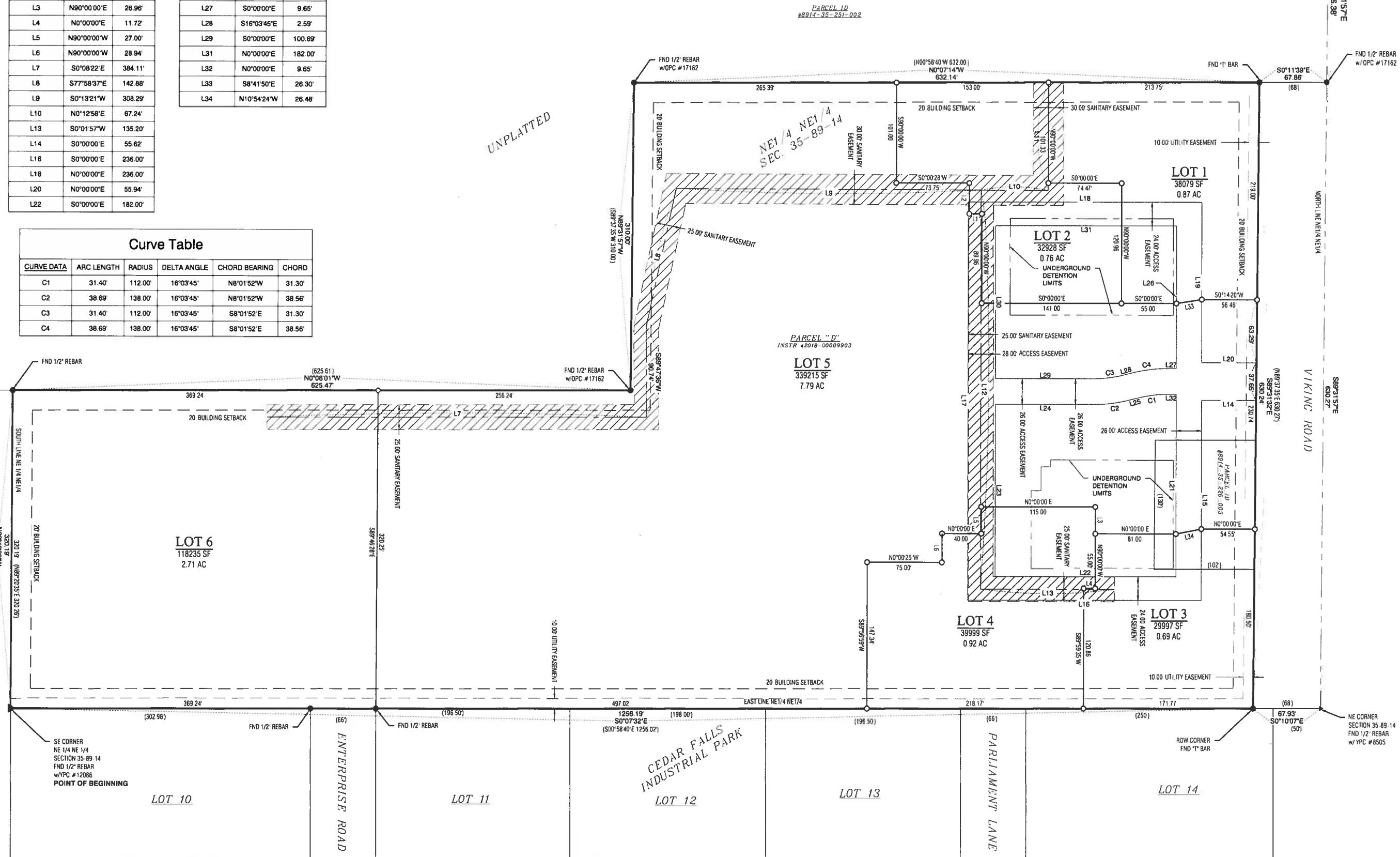
LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	S0°00'00"E	12.72'
L2	N90°00'00"W	31.00'
L3	N90°00'00"E	26.96'
L4	N0°00'00"E	11.72'
L5	N90°00'00"W	27.00'
L6	N90°00'00"W	28.94'
L7	S0°08'22"E	384.11'
L8	S77°58'37"E	142.88'
L9	S0°13'21"W	308.29'
L10	N0°12'58"E	67.24'
L13	S0°01'57"W	135.20'
L14	S0°00'00"E	55.62'
L16	S0°00'00"E	236.00'
L18	N0°00'00"E	236.00'
L20	N0°00'00"E	55.94'
L22	S0°00'00"E	182.00'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L24	N0°00'00"E	100.69'
L25	N16°03'45"W	2.59'
L27	S0°00'00"E	9.65'
L28	S16°03'45"E	2.59'
L29	S0°00'00"E	100.69'
L31	N0°00'00"E	182.00'
L32	N0°00'00"E	9.65'
L33	S8°41'50"E	26.30'
L34	N10°54'24"W	26.48'

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	31.40'	112.00'	16°03'45"	N8°01'52"W	31.30'
C2	38.69'	138.00'	16°03'45"	N8°01'52"W	38.56'
C3	31.40'	112.00'	16°03'45"	S8°01'52"E	31.30'
C4	38.69'	138.00'	16°03'45"	S8°01'52"E	38.56'

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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Clayton-Garber Associates, Inc.
18 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: CAQ DATE: 10-31-2017
CHECKED: ACD DATE: 10-31-2017
APPROVED: _____ DATE: _____

VIKING ROAD FIRST ADDITION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO: 5582.05
SHEET NO: 2 OF 2

OWNER'S STATEMENT AND RESTRICTIONS
FOR
VIKING ROAD FIRST ADDITION,
CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Hi Yield, LLC, being desirous of platting the land described in the attached Certificate of Survey by Jeremy Harris, Licensed Land Surveyor, dated the 27 day of December, 2017, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Black Hawk County, Iowa, the same to be known as

VIKING ROAD FIRST ADDITION,
CEDAR FALLS, IOWA

all of which is with the free consent and desire of the undersigned, and the undersigned does hereby designate and set apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

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

RESTRICTIVE COVENANTS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

A. PURPOSE. The overall goal of the Owner's Statement and Restrictions for Development is to produce a high quality and aesthetically pleasing commercial park that complements the property's natural resources. The Owner's Statement and Restrictions should help to preserve and enhance an environment in the completed park that is pleasing to occupants, visitors, and neighbors.

B. DEFINITIONS. For the purpose of this instrument, the following terms shall have the following definitions:

1. Developer - shall mean and refer to Hi Yield, LLC, until such time as Developer has sold all Lots, and then Viking Road Development Owner's Association shall succeed Hi Yield, LLC as Developer.
2. Development - shall mean and refer to the real property described above.
3. Lot - shall mean and refer to any individual parcel of land located within Development which is platted as a separate parcel to be sold or developed.
4. Lot Owner - shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot. In the event a Lot Owner of any Lot consists of more than one person or entity, such persons shall within thirty (30) days after the date of their acquisition of said Lot, execute and deliver to Developer a written instrument, including a power of attorney appointing and authorizing one individual or entity as their agent to receive all notices and demands required to be

Item E.2.j.

given pursuant to the terms and provisions of these Owner's Statement and Restrictions, execute any and all documents, consents, and instruments required under the terms and provisions of these Owner's Statement and Restrictions and to cast all votes and to take any and all action required or permitted to be taken by them under the terms and provisions of these Owner's Statement and Restrictions. Lot Owner may change its designated agent by written notice to Developer, but such change shall be effective only after actual receipt of the notice to Developer.

C. PERMITTED AND PROHIBITED USES.

1. **PERMITTED USES.** Lots within Development may be used only for fitness and health clubs, gymnasium, retail sales, office, showroom, warehousing, and for all other uses allowed under the applicable zoning ordinances. Further, upon written approval of Developer, Lots within Development may be used for other commercial uses compatible with and ancillary to the aforementioned uses (including, but not limited to, banks, retail shops, gasoline service stations, hotels, restaurants, etc.).
2. **PROHIBITED USES.**
 - a. Any use which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, injurious to the reputation of any Lot in Development.
 - b. Any use which is in violation of the laws of the United States, the State of Iowa, any other governmental authority having jurisdiction over Development.
 - c. Drilling, mining, exploring or producing oil, gas or other materials.
 - d. Uses not otherwise permitted in Section II(C)(1) above.

D. GENERAL SITE STANDARDS.

1. **SETBACKS.** The minimum setback lines from highways, streets, and interior property lines are shown on the Final Plat for Viking Road First Addition Cedar Falls Iowa.
2. **BUILDING DESIGN.** It is Developer's intent to produce an orderly and aesthetically pleasing environment that is compatible with the natural aspects of Development. The aesthetic appearance of the exterior of the buildings and other structures is of paramount concern to Developer.
 - a. All construction shall conform to the requirements of the City of Cedar Falls, Black Hawk County, and the State of Iowa Building Code, current editions. Construction shall also conform to the requirements of ASHA and NFPA with regard to life/safety provisions.
 - b. Construction on all Lots shall be diligently pursued and be completed within twelve (12) months of purchase and closing from Developer. In the event construction is not completed in one (1) year, Developer may at its option repurchase the Lot at the previous sale price. No excavation shall be made except in conjunction with construction of an improvement. When such an improvement is completed, all exposed excavations shall be back-filled, graded, and returned, as nearly as possible, to its natural state or to the approved landscape plan for the site.
3. **LANDSCAPING.** It is the intent to provide a landscape image of continuity and diversity by providing color and textural variety, it is also the intent of these regulations to reduce adverse effects upon a tenant's lot and adjacent and nearby property; to screen unsightly situations, undesirable views, and incompatible land uses; to buffer noise and other disturbing sounds; and to provide for shade, protection from elements, and the comfort and convenience of Development tenants and visitors. Landscape plans and any irrigation plans shall be submitted to and approved by Developer. All ground cover shall be seeded or sodded and be suitable for the Black Hawk County climate.
4. **FENCING.** The placement of all fences and the design and materials utilized shall be subject to the approval of Developer.

5. **SITE GRADING AND DRAINAGE.** No water shall be drained or discharged from any Lot, except in accordance with grading plans approved by Developer. Further, no Lot Owner shall interfere with the drainage established by the grading plan for the remainder of Development or any other property adjacent to said Lot. Stormwater shall be collected on-site and discharged in accordance with all federal, state, and local permits into Development stormwater systems. Drainage easements are more particularly shown on the plat of survey
6. **SIGNAGE.** All signs shall be approved by Developer prior to construction. The design, format, and material of all signs shall be consistent with building architecture, Lot design, and the City of Cedar Falls zoning regulations.
7. **PARKING, DRIVES, LOADING, AND OUTDOOR STORAGE.**
 - a. Reciprocal non-exclusive easements for ingress and egress are granted to and from all Lots over the access drives in Development, including but not limited to the rights of Lots 1, 2, 3, and 4 to use the access drives on Lot 5 for ingress and egress to Viking Road. It is understood that the access roads may be changed or relocated, but nothing shall prevent the free and uninterrupted access within Development and to Viking Road.
 - b. All Lot Owners, and their respective tenants, employees, and permittees, may nonexclusively use the parking areas within the Development. However, Lot Owners may make reasonable rules and restrictions regarding parking on their Lot.
 - c. No Lot Owner shall permit parking on any public street or access drive. Sufficient off-street parking should be developed at each Lot. Developer will request the City of Cedar Falls to declare that no parking will be allowed on any roadway. Hard surfacing of the parking area shall be required with an all-weather surface at least 5" thick. An adequate number of visitor and handicapped parking spaces shall be provided near the entrance to any building. Parking requirements shall be based and in accordance with requirements of the City of Cedar Falls zoning ordinance. Developer shall also have the ability to require more parking spaces per square foot if the tenants in a building requires the same.
 - d. Loading docks and other loading facilities will not be permitted to face Viking Road. Provisions must be made for handling all freight on those sides of a building which do not face a street. All loading docks and refuse collection facilities must be screened from public view in a manner approved by Developer.
 - e. Articles, goods, materials, incinerators, trash bins, storage tanks, or like equipment in the open shall be screened from view in a manner approved by Developer. Said screen shall be in height at least equal to that of the materials or equipment being stored but in any event shall fully shield said materials and equipment from public view and view from adjacent buildings.
8. **EXTERIOR LIGHTING.** Exterior lighting shall be provided to meet the following guidelines:
 - a. All wiring for exterior lighting, including but not limited to driveway, walkway, area, parking, and decorative lighting, shall be underground.
 - b. All light fixtures shall be oriented such that glare directed onto adjacent properties, including streets and neighboring tenant lots, is minimized.
 - c. Light standards shall be restricted to a maximum height of 20'. Poles should be a neutral, color and compliment the Development.
 - d. All lighting installations shall conform to the latest edition of the National Fire Protection Association National Electric Code.
 - e. Each tenant shall maintain all light fixtures in proper operating condition.
 - f. Parking and driveway lights shall be of a style and color consistent with established Development standards and harmonize with the architecture of the proposed building on the lot.
9. **LOCATION OF UTILITY LINES.** All utility lines shall be located underground. Whenever possible, utility lines shall be located adjacent to access drives to minimize disruption of landscaping during installation and maintenance of the

Item E.2.j.

lines. No utility meter or apparatus shall be located on any pole attached to the outside of any building wall which is exposed to view from any public street. All transformers shall be placed on or below the surface.

10. SUBDIVISION OF LOTS. No Lot in Development shall be split, divided, or subdivided, except:
 - a. For the purpose of providing land in addition to an entire platted Lot for use in connection with a building; or
 - b. Upon the written consent of Developer.

E. OWNER'S ASSOCIATION. Each Lot Owner shall be a member of the Owner's Association to be known as Viking Road Development Owner's Association. This shall not be construed to include persons or entities whom hold an interest merely as security for the performance of an obligation. There shall be one vote per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot; ownership of such Lot shall be the sole qualification of membership.

The purpose of Owner's Association shall be to maintain the drainage easements and detention areas, and such other activities set forth in the Articles of Incorporation and Bylaws of the Association.

The annual dues for the Association shall be based on the square footage of a Lot compared to the square footage of all Lots in Development, and begin _____, 2018. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties as described above.

F. **APPROVAL REQUIREMENTS.** As set forth herein, all plans, specifications, requests for authority to remodel or alter, or otherwise change the property must be submitted to Developer for approval. No building, sign, landscaping, lighting, or other exterior improvements shall be altered, placed, or erected on any Lot without prior written approval from Developer. Approvals shall be based upon, among other things, conformity and harmony of external designs with neighboring structures, effect of location and use of improvements on neighboring sites; orientation of main elevation with respect to nearby streets; and conformity of plans and specifications to the intent of this Owner's Statement and Restrictions. Developer shall not arbitrarily or unreasonably withhold its action or decision on such plans and specifications. Improvements or alternations to any Lot shall not be commenced prior to compliance with the following two-part review process.

1. **CONCEPT DESIGN REVIEW.** The objective is to ensure careful site planning with regard to location and size of building, parking, open space, and access. The concept design must be approved by Developer in writing prior to final design. Concept design shall include the following:
 - a. Site plan information such as utility locations and connections, drainage, service areas, outdoor storage, trash receptacles, and mechanical equipment. Other activity or equipment that would alter the natural site must be shown.
 - b. Building elevations, floor plans, and sections.
 - c. Building materials, parking, and open space.
 - d. Landscaping, signage, and lighting.
 - e. Construction staging.
2. **FINAL DESIGN REVIEW.** Submission to include, but not limited to, the following:
 - a. A topographical and boundary map showing contour grades (with 1' intervals), the species, location, and size (measured 12" above the ground of all existing trees greater than 6" caliper) and the location of all improvements, such as signs, structures, walks, patios, driveways, fences, and walls. Existing and finished grades shall be shown at parcel corners and for proposed improvements. Lot drainage provisions shall be included, as well as cut and fill details, if any applicable change in contours is contemplated.
 - b. Exterior elevations, including areas to be screened.

- c. Exterior materials, colors, textures, and shapes.
 - d. Landscaping plan, including proposed clearing, walkways, fences, walls, elevation changes, irrigation systems, vegetation, and ground cover.
 - e. Parking area and driveway plan.
 - f. Screening, including size, location, and method.
 - g. Utility routing and connection points.
 - h. Exterior illumination, including location, manufacturer's fixture number, and supporting photometric test data.
 - i. Fire Protection system as required by all NFPA Codes.
Signs, including copy, size, shape, color, typeface, location, illumination, and materials. Also, elevation and plan view drawings indicating sign and relationship to all other visual elements within 50' of the sign.
 - k. Trash container storage locations and related screening.
 - l. Proposed use of parcel of land and estimated building occupant load.
 - m. Clearing plan and tree protection plan, plus measures for environmental protection during construction, including the application for the issuance of any required stormwater discharge permits.
 - n. Drainage runoff quantities for 10-year frequency storm.
3. **CONSTRUCTION DOCUMENTS.** A copy of all construction documents shall be filed with Developer prior to commencing construction. Five sets of all documents are to be included in each submission for review. All buildings must be designated by a registered architect and all landscape plans by a registered landscape architect. The architect(s) and registered engineer(s), shall be responsible for the safety of structural, mechanical, electrical, and other systems in the improvements. The seal of Iowa registrations of the appropriate architect, engineer, and/or landscape architect must appear on the final drawings. The architect must also submit a statement of his/her signature to the effect that the contract documents have been prepared in accordance with all other applicable codes, ordinances, and regulations related to this particular project.
4. **ACTION.** All plans shall be approved or disapproved within 30 days of submittal. If Developer or its successors shall fail to approve or disapprove said plans in writing thirty (30) days after their submittal, such plans shall be deemed to be approved.

G. MAINTENANCE. Each Lot Owner and occupant (including a tenant) of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, keeping that Lot so owned or occupied, including buildings, improvements, private drive, easements areas, and grounds in connection therewith or appurtenant thereto (specifically including parkway area between the Lot line and any adjacent street curb), in a well-maintained, clean, wholesome, and attractive condition at all times and shall comply in all respects with all applicable governmental health, fire and safety statutes, ordinances, regulations or requirements. Maintenance requirements shall include, but are not limited to, the following:

- 1. **TRASH.** All rubbish, trash, garbage, litter, refuse, and other waste shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed from Lot prior to its accumulation.
- 2. **EXTERIOR LIGHTING.** All exterior lighting and mechanical facilities shall be kept in good working order.
- 3. **PARKING AREAS.** All parking areas shall be striped and all parking areas, driveways, and roads kept in good repair.
- 4. **EXTERIOR DAMAGE.** All exterior damage to any improvements shall be promptly repaired and the exterior of all improvements shall be repainted as needed.
- 5. **LAWN AREAS.** All lawn areas shall be timely mowed and edged a minimum of once a week during the growing season as needed to keep an even, well groomed appearance; shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive; and shall be kept free of weeds.

Item E.2.j.

6. **TREES, SHRUBS, PLANTS.** All trees, shrubs, plants, and ground covers shall be timely and properly trimmed (including the removal of deadwood therefrom) according to their plant culture and the landscape design shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant, ground cover shall be removed and replaced seasonably. All bed areas shall be free of weeds and cultivated periodically as needed.

H. ENFORCEMENT. If any party shall violate or attempt to violate any of the Owner's Statement and Restrictions contained herein, it shall be lawful for Developer or any Lot Owner to prosecute a proceeding in law or in equity against the person or persons violating or attempting to violate such Owner's Statement and Restrictions, and to either prevent him or them from so doing or recover damages for such violations.

I. WAIVER. Neither the Developer nor its successors or assigns shall be liable to any Lot Owner or occupant of any Lot by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this instrument. Every Lot Owner or occupant of any Lot by acquiring its interest therein agrees that it will not bring any action or suit against Developer to recover any such damages or seek equitable relief because of the same.

J. VARIANCES. Developer may grant Lot Owner a variance from these Owner's Statement and Restrictions as long as the general purpose of the Owner's Statement and Restrictions are maintained. Any variance granted from the provisions of these Owner's Statement and Restrictions shall only be applicable to the specific Lot and conditions for which the variance was granted and shall in no respect constitute a change in or effect the terms or conditions set out in the standards as same apply to other Lots or conditions.

K. MODIFICATION. The Owner's Statement and Restrictions, and provisions of this instrument shall be deemed covenants running with the land, and shall remain in full force and effect for a period of 21 years from the date of filing of said plat, unless extended as provided by law. However, Developer has the right to amend said Owner's Statement and Restrictions at any time during which Developer has an ownership interest in any Lot in Development.

L. SUCCESSOR TO DEVELOPER. Once Developer has sold or otherwise disposed of all of its interest in the Development, the Owner's Association shall succeed Developer and assume the responsibility of Developer as set forth herein. Thereafter, Developer shall have no further responsibility hereunder. The Lot Owners shall act by majority vote, with each Lot entitled to one (1) vote.

M. MISCELLANEOUS.

1. **SEVERABILITY.** If any term or provision of this instrument or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this instrument or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.
2. **FURTHER ACTIONS.** The parties agree to execute and deliver from time to time hereafter any and all such further documents and to take such further actions as shall be reasonably necessary to carry out the transactions contemplated by this instrument.
3. **GOVERNING LAW.** The validity, interpretation, performance and enforcement of this instrument shall be governed by the laws of Iowa. Each of the parties consents to the jurisdiction of the federal and state courts in Iowa in all matters relating to this instrument. The prevailing party in any action to enforce this instrument shall be entitled to reasonable attorney fees and costs.

IMPROVEMENTS

1. Sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat will be provided.

2. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

3. That city water will be provided to all lots as required by the Municipal Water Utility of the City of Cedar Falls, Iowa. The water mains that serve the addition, including the water main that crosses Viking Road and connects to the Cedar Falls Utilities' water main on the north side of Viking Road, will be installed, owned and maintained by Hi Yield, LLC, identified as in this document as "owner." Ownership, installation and maintenance of the water service lines that serve Lots 1-6, including all fire sprinkler lines, belongs to the owner of the each lot.

4. That municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department. Installation, ownership, maintenance, and payment of annual fee of the fire hydrants is the responsibility of the property owners.

5. That Storm sewer will be provided as specified by the City Engineer.

6. That handicap ramps will be provided as required by law.

7. That the work improvements called herein shall be in accordance with the

specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Hi Yield, LLC, it grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

8. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

9. Each of the undersigned and all persons and corporations hereafter acquiring any right, title, or interest in said real estate shall be taken and held to have agreed and covenanted with the undersigned, and with the respective successors and assigns of said real estate, to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the use, improvement, and occupancy of said real estate, for a period of 21 years from the date of the filing of said plat, however, that the easements contained herein, shall not be subject to change at any time, but shall be permanent.

Hi Yield, LLC



By: Brent Dahlstrom
Its: Manager



By: James Sulentic
Its: Manager

Item E.2.j.

STATE OF IOWA)
COUNTY OF BLACK HAWK)ss.

This record was acknowledged before me on this 22nd day of December, 2017, by Brent Dahlstrom, as Manager of Hi Yield, LLC.



Jill Kraayenbrink
Notary Public

STATE OF IOWA)
COUNTY OF BLACK HAWK)ss.

This record was acknowledged before me on this 21st day of December, 2017, by James Sulentic, as Manager of Hi Yield, LLC.



Faithé Pohlmann
Notary Public



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: December 29, 2017
SUBJECT: FY2018-2023 Capital Improvements Program (CIP)

Attached is the required notice for the proposed FY2018-2023 Capital Improvements Program (CIP) hearing. The CIP will be presented at committee on January 15th.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for January 15, 2018.

If you have any questions about the CIP or the process, please feel free to contact me.

Daily Invoices for Council Meeting 01/02/18

PREPARED 12/28/2017, 11:29:04
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 06/2018

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE											
1173		06/18 AP		12/21/17	0318442	GRAAS, DEANNA L	15.75			12/28/17	
		RMB: STAINED GLASS DOVE									
1173		06/18 AP		12/21/17	0318437	BOWMAN, JANNA RENEE	6.30			12/28/17	
		RMB: BRACELETS SOLD									
1173		06/18 AP		12/18/17	0318440	FRIENDS OF THE HEARST	50.00			12/28/17	
		RMB: MEMBERSHIP SOLD									
1173		06/18 AP		12/18/17	0318444	KERNS, JAMES	8.40			12/28/17	
		RMB: CERAMIC MUG SOLD									
1173		06/18 AP		12/14/17	0318440	FRIENDS OF THE HEARST	100.00			12/28/17	
		RMB: FRIENDS DONATION									
1173		06/18 AP		12/14/17	0318443	HINTON, CONNIE	20.16			12/28/17	
		RMB: JEWELRY SOLD									
		ACCOUNT TOTAL						200.61	.00		200.61
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES											
1173		06/18 AP		12/27/17	0318436	BLACK HAWK CO.RECORDER	42.00			12/28/17	
		RCD:MAINT.& REPAIR AGRMT. AND PERM. EASEMENT									
1173		06/18 AP		12/27/17	0318436	BLACK HAWK CO.RECORDER	27.00			12/28/17	
		RCD:DEV.PROCEDURES AGRMT.									
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	37.00			12/28/17	
		RCD:NTC.FINAL ASSESS.PROC RESOLUTION #20,873-DEKOCK									
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	12.00			12/28/17	
		RCD:RESOLUTION #20,881									
1127		06/18 AP		12/18/17	0318401	BLACK HAWK CO.RECORDER	7.00			12/20/17	
		RCD:LIEN RELEASE PARCEL# 8914-11-354-008									
1113		06/18 AP		12/14/17	0318390	BLACK HAWK CO.RECORDER	7.00			12/18/17	
		RCD:SATISFACT.& DISCHARGE JOANNE OVE									
		ACCOUNT TOTAL						132.00	.00		132.00
101-1199-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
1127		06/18 AP		12/16/17	0318403	DANIELSEN, JACQUELINE	23.47			12/20/17	
		RMB:SNACKS-COUNCIL RECEP.									
		ACCOUNT TOTAL						23.47	.00		23.47
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY											
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES	106.66			12/22/17	
		UTILITIES THRU 11/29/17									
		ACCOUNT TOTAL						106.66	.00		106.66
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE											
1173		06/18 AP		12/27/17	0318438	CODY AND NICOLE UBBEN	5,000.00			12/28/17	

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Item F.

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-2245-442.89-79				MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE			continued				
				2/2 DNPMT.RENT.CONV.INCNT			275 CLARK DRIVE				
				ACCOUNT TOTAL				5,000.00	.00	5,000.00	
101-4511-414.85-01				UTILITIES / UTILITIES							
1146		06/18 AP		11/29/17 0318416			CEDAR FALLS UTILITIES	1,238.10			12/22/17
				UTILITIES THRU 11/29/17							
				ACCOUNT TOTAL				1,238.10	.00	1,238.10	
101-5521-415.72-01				OPERATING SUPPLIES / OPERATING SUPPLIES							
1146		06/18 AP		11/29/17 0318416			CEDAR FALLS UTILITIES	142.00			12/22/17
				UTILITIES THRU 11/29/17							
				ACCOUNT TOTAL				142.00	.00	142.00	
101-5521-415.89-40				MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE							
1113		06/18 AP		12/09/17 0318397			OLSON, JEFFREY	106.98			12/18/17
				RMB:UNIFORM ALLOWANCE			MEN'S WEARHOUSE				
1146		06/18 AP		12/07/17 0318424			HEUER, BROOKE	85.95			12/22/17
				RMB:UNIFORM ALLOWANCE			GALLS				
1146		06/18 AP		12/07/17 0318424			HEUER, BROOKE	99.10			12/22/17
				RMB:UNIFORM ALLOWANCE			EASTBAY				
				ACCOUNT TOTAL				292.03	.00	292.03	
101-7703-423.88-17				OUTSIDE AGENCIES / CEDAR FALLS BAND							
1113		06/18 AP		12/15/17 0318392			CEDAR FALLS MUNICIPAL BAND	781.81			12/18/17
				PROPERTY TAX PAYMENT							
				ACCOUNT TOTAL				781.81	.00	781.81	
101-7713-433.85-01				UTILITIES / UTILITIES							
1146		06/18 AP		11/29/17 0318416			CEDAR FALLS UTILITIES	277.75			12/22/17
				UTILITIES THRU 11/29/17							
				ACCOUNT TOTAL				277.75	.00	277.75	
101-7716-446.72-01				OPERATING SUPPLIES / OPERATING SUPPLIES							
1173		06/18 AP		08/24/17 0318439			FLOOR COVERINGS INTERNATIONAL	214.98			12/28/17
				BLINDS FOR MPR			RE-ISSUE CK# 126211				
		PROJECT#:		062507							
				ACCOUNT TOTAL				214.98	.00	214.98	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7716-446.85-01 UTILITIES / UTILITIES										
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	10,312.40			12/22/17
						ACCOUNT TOTAL	10,312.40	.00	10,312.40	
101-7723-423.85-01 UTILITIES / UTILITIES										
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	63.55			12/22/17
						ACCOUNT TOTAL	63.55	.00	63.55	
101-7733-423.85-01 UTILITIES / UTILITIES										
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	1,348.31			12/22/17
						ACCOUNT TOTAL	1,348.31	.00	1,348.31	
101-7753-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1146		06/18 AP		12/21/17	0318428	MEEKS, MARCUS	63.00			12/22/17
						BASKETBALL OFFICIAL-12/21				
1146		06/18 AP		12/21/17	0318427	MCCARRON, SEAN	70.50			12/22/17
						BASKETBALL OFFICIAL-12/21				
1146		06/18 AP		12/21/17	0318415	BRUCE, RODERICK	48.00			12/22/17
						BASKETBALL OFFICIAL-12/21				
1146		06/18 AP		12/21/17	0318423	GRABER, KEITH	73.50			12/22/17
						BASKETBALL OFFICIAL-12/21				
1146		06/18 AP		12/20/17	0318415	BRUCE, RODERICK	48.00			12/22/17
						BASKETBALL OFFICIAL-12/20				
1146		06/18 AP		12/20/17	0318420	DEAN, RANDOLPH	123.00			12/22/17
						BASKETBALL OFFICIAL-12/20				
1146		06/18 AP		12/20/17	0318427	MCCARRON, SEAN	70.50			12/22/17
						BASKETBALL OFFICIAL-12/20				
1146		06/18 AP		12/20/17	0318428	MEEKS, MARCUS	63.00			12/22/17
						BASKETBALL OFFICIAL-12/20				
1146		06/18 AP		12/20/17	0318423	GRABER, KEITH	73.50			12/22/17
						BASKETBALL OFFICIAL-12/20				
1146		06/18 AP		12/20/17	0318432	WILLIAMS, MELVIN TYRONE	123.00			12/22/17
						BASKETBALL OFFICIAL-12/20				
						ACCOUNT TOTAL	756.00	.00	756.00	
101-7753-423.85-01 UTILITIES / UTILITIES										
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	4,274.95			12/22/17
						ACCOUNT TOTAL	4,274.95	.00	4,274.95	

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.85-05 UTILITIES / POOL UTILITIES										
1146		06/18	AP	11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	636.50			12/22/17
						ACCOUNT TOTAL	636.50	.00	636.50	
101-7780-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE										
1146		06/18	AP	12/20/17	0318425	KAFER KERNS, JOAN 15 CARDS FOR RESALE	45.00			12/22/17
1146		06/18	AP	12/20/17	0318431	POLAND, MERLE 13 CARDS FOR RESALE	39.00			12/22/17
1146		06/18	AP	12/20/17	0318431	POLAND, MERLE PRINTS FOR RESALE	75.00			12/22/17
1146		06/18	AP	12/07/17	0318421	DOLGENER, ALICE 39 CARDS FOR RESALE	78.00			12/22/17
						ACCOUNT TOTAL	237.00	.00	237.00	
101-7780-423.85-01 UTILITIES / UTILITIES										
1146		06/18	AP	11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	760.88			12/22/17
						ACCOUNT TOTAL	760.88	.00	760.88	
101-7780-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1146		06/18	AP	12/20/17	0318426	LYN JONES REFUND-DEPOSITS	310.00			12/22/17
1146		06/18	AP	12/16/17	0318422	GENEVIEVE JOHNSON REFUND-SECURITY DEPOSIT	250.00			12/22/17
						ACCOUNT TOTAL	560.00	.00	560.00	
						FUND TOTAL	27,359.00	.00	27,359.00	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
1113		06/18	AP	12/15/17	0318391	CAPITAL PROJECTS FUND PROPERTY TAX PAYMENT	81,221.75			12/18/17
1113		06/18	AP	12/15/17	0318391	CAPITAL PROJECTS FUND PROPERTY TAX PAYMENT		7,726.92		12/18/17
1113		06/18	AP	12/15/17	0318391	CAPITAL PROJECTS FUND PROPERTY TAX PAYMENT	266.10			12/18/17
1113		06/18	AP	12/15/17	0318394	DEBT SERVICE PROPERTY TAX PAYMENT	26,987.65			12/18/17
						ACCOUNT TOTAL	108,475.50	7,726.92	100,748.58	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 203 TAX INCREMENT FINANCING										
FUND TOTAL							108,475.50	7,726.92	100,748.58	
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	113.06			12/22/17
ACCOUNT TOTAL							113.06	.00	113.06	
206-7737-436.85-01 UTILITIES / UTILITIES										
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	777.17			12/22/17
ACCOUNT TOTAL							777.17	.00	777.17	
206-7747-436.85-01 UTILITIES / UTILITIES										
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES UTILITIES THRU 11/29/17	947.18			12/22/17
ACCOUNT TOTAL							947.18	.00	947.18	
FUND TOTAL							1,837.41	.00	1,837.41	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-67 STRUCTURE IMPROV & BLDGS / WEST 20TH ST. BOX CULVERT										
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	12.00			12/28/17
PROJECT#:										
					023117	3117-W.20TH BRIDGE REPL. RESOLUTION #20,876				
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	12.00			12/28/17
PROJECT#:										
					023117	3117-W.20TH BRIDGE REPL. PTL.RLS.OF ASSIGN.OF RENT				
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	17.00			12/28/17
PROJECT#:										
					023117	3117-W.20TH BRIDGE REPL. PTL.RLS.-REAL EST.MORTG.				
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	32.00			12/28/17
PROJECT#:										
					023117	3117-W.20TH BRIDGE REPL. WARRANTY DEED				
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	8.00			12/28/17
PROJECT#:										
					023117	3117-W.20TH BRIDGE REPL. DECLARATION OF VALUE				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 242 STREET REPAIR FUND										
242-1240-431.92-67						STRUCTURE IMPROV & BLDGS / WEST 20TH ST. BOX CULVERT				
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	27.00			12/28/17
						3117-W.20TH BRIDGE REPL.				
PROJECT#:					023117	TEMP.CONSTRUCTION EASE.				
1127		06/18 AP		12/18/17	0318405	DOUGLAS D. JOHNSON	9,700.00			12/20/17
						3117-W.20TH BRIDGE REPL.				
PROJECT#:					023117	PARCEL#4-TEMP.EASEMENT				
ACCOUNT TOTAL							9,808.00	.00	9,808.00	
FUND TOTAL							9,808.00	.00	9,808.00	
FUND 254 CABLE TV FUND										
254-1088-431.89-18						MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING				
1127		06/18 AP		12/16/17	0318404	DEWITT, JASON	80.00			12/20/17
						CF GIRLS BB-ANKENY CENT.				
PROJECT#:					759	CAMERA OPERATOR				
1127		06/18 AP		12/16/17	0318410	SIMPSON, MARK	125.00			12/20/17
						CF GIRLS BB-ANKENY CENT.				
PROJECT#:					759	ANNOUNCER				
1127		06/18 AP		12/16/17	0318409	LONGNECKER, JEREMIAH	125.00			12/20/17
						CF GIRLS BB-ANKENY CENT.				
PROJECT#:					759	ANNOUNCER				
1127		06/18 AP		12/16/17	0318409	LONGNECKER, JEREMIAH	125.00			12/20/17
						CF BOYS BB-DELASALLE				
PROJECT#:					759	ANNOUNCER				
1127		06/18 AP		12/16/17	0318410	SIMPSON, MARK	125.00			12/20/17
						CF BOYS BB-DELASALLE				
PROJECT#:					759	ANNOUNCER				
1127		06/18 AP		12/16/17	0318404	DEWITT, JASON	80.00			12/20/17
						CF BOYS BB-DELASALLE				
PROJECT#:					759	CAMERA OPERATOR				
1127		06/18 AP		12/15/17	0318409	LONGNECKER, JEREMIAH	125.00			12/20/17
						CF BOYS BB-BOLINGBROOK				
PROJECT#:					759	ANNOUNCER				
1127		06/18 AP		12/15/17	0318410	SIMPSON, MARK	125.00			12/20/17
						CF BOYS BB-BOLINGBROOK				
PROJECT#:					759	ANNOUNCER				
1127		06/18 AP		12/15/17	0318404	DEWITT, JASON	80.00			12/20/17
						CF BOYS BB-BOLINGBROOK				
PROJECT#:					759	CAMERA OPERATOR				
1113		06/18 AP		12/08/17	0318396	LONGNECKER, JEREMIAH	125.00			12/18/17
						CF GIRLS BB-IA CITY HIGH				
PROJECT#:					759	ANNOUNCER				
1113		06/18 AP		12/08/17	0318398	SIMPSON, MARK	125.00			12/18/17
						CF GIRLS BB-IA CITY HIGH				
PROJECT#:					759	ANNOUNCER				
ACCOUNT TOTAL							1,240.00	.00	1,240.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND									
FUND TOTAL							1,240.00	.00	1,240.00
FUND 258 PARKING FUND									
258-5531-435.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES	15.09		12/22/17
						UTILITIES THRU 11/29/17			
ACCOUNT TOTAL							15.09	.00	15.09
FUND TOTAL							15.09	.00	15.09
FUND 261 TOURISM & VISITORS									
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01						UTILITIES / UTILITIES			
1146		06/18 AP		11/29/17	0318416	CEDAR FALLS UTILITIES	77.00		12/22/17
						UTILITIES THRU 11/29/17			
ACCOUNT TOTAL							77.00	.00	77.00
FUND TOTAL							77.00	.00	77.00
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01						WORKERS COMP / POLICE WORKERS COMP			
1127		06/18 AP		10/20/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	450.26		12/20/17
						W/C:G.CARMAN-10/20/17			
1127		06/18 AP		10/20/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	359.08		12/20/17
						W/C:D.BROWN-10/20/17			
1127		06/18 AP		10/18/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	300.80		12/20/17
						W/C:D.BROWN-10/18/17			
1127		06/18 AP		10/17/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	389.16		12/20/17
						W/C:G.CARMAN-10/17/17			
1127		06/18 AP		10/16/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	463.88		12/20/17
						W/C:G.CARMAN-10/16/17			
1127		06/18 AP		10/16/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	391.98		12/20/17
						W/C:D.BROWN-10/16/17			
1127		06/18 AP		10/13/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	297.98		12/20/17
						W/C:G.CARMAN-10/13/17			
1127		06/18 AP		10/12/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	356.26		12/20/17
						W/C:G.CARMAN-10/12/17			
1127		06/18 AP		10/11/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	383.52		12/20/17
						W/C:D.BROWN-10/11/17			
1127		06/18 AP		10/09/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	454.02		12/20/17
						W/C:D.BROWN-10/09/17			
1127		06/18 AP		10/06/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	356.26		12/20/17

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
continued									
						W/C:G.CARMAN-10/06/17			
1127				06/18 AP 10/06/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	536.74		12/20/17
						W/C:D.BROWN-10/06/17			
1127				06/18 AP 10/04/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	395.74		12/20/17
						W/C:D.BROWN-10/04/17			
1127				06/18 AP 10/03/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	264.60		12/20/17
						W/C:G.CARMAN-10/03/17			
1127				06/18 AP 10/03/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	120.00		12/20/17
						W/C:G.CARMAN-10/03/17			
1127				06/18 AP 10/02/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	451.20		12/20/17
						W/C:G.CARMAN-10/02/17			
1127				06/18 AP 10/02/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	395.74		12/20/17
						W/C:D.BROWN-10/02/17			
1127				06/18 AP 09/28/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	337.46		12/20/17
						W/C:D.BROWN-09/28/17			
1127				06/18 AP 09/27/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	331.82		12/20/17
						W/C:G.CARMAN-09/27/17			
1127				06/18 AP 09/27/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	420.64		12/20/17
						W/C:D.BROWN-09/27/17			
1127				06/18 AP 09/25/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	335.58		12/20/17
						W/C:G.CARMAN-09/25/17			
1127				06/18 AP 09/25/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	337.46		12/20/17
						W/C:D.BROWN-09/25/17			
1127				06/18 AP 09/22/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	513.24		12/20/17
						W/C:G.CARMAN-09/22/17			
1127				06/18 AP 09/22/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	440.86		12/20/17
						W/C:D.BROWN-09/22/17			
1146				06/18 AP 09/21/17	0318429	MILWAUKEE RADIOLOGISTS LTD.	83.20		12/22/17
						W/C:D.BROWN-09/21/17			
1146				06/18 AP 09/21/17	0318419	COVENANT MEDICAL CENTER	871.20		12/22/17
						W/C:D.BROWN-09/21/17			
1146				06/18 AP 09/07/17	0318419	COVENANT MEDICAL CENTER	6,548.00		12/22/17
						W/C:D.BROWN-09/07/17			
1127				06/18 AP 08/30/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	392.92		12/20/17
						W/C:G.CARMAN-08/30/17			
1146				06/18 AP 08/24/17	0318429	MILWAUKEE RADIOLOGISTS LTD.	244.32		12/22/17
						W/C:D.BROWN-08/24/17			
1146				06/18 AP 06/17/17	0318429	MILWAUKEE RADIOLOGISTS LTD.	33.60		12/22/17
						W/C:S.MOORE-06/17/17			
ACCOUNT TOTAL							17,257.52	00	17,257.52
FUND TOTAL							17,257.52	00	17,257.52

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 293 FIRE RETIREMENT FUND										
293-4511-414.54-02						WORKERS COMP / FIRE WORKERS COMP				
1146		06/18 AP		07/11/17	0318417	CEDAR VALLEY MEDICAL SPECIALI	127.50		12/22/17	
		W/C:S.EASTMAN-07/11/17								
1113		06/18 AP		07/06/17	0318389	ALLEN MEMORIAL HOSPITAL-SLC	143.33		12/18/17	
		W/C:S.EASTMAN-07/06/17								
		ACCOUNT TOTAL					270.83	.00	270.83	
		FUND TOTAL					270.83	.00	270.83	
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 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 2010 BOND										
FUND 438 2006 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
545-7755-436.96-81						SEWER BOND PROJECTS / DRY RUN CREEK SAN SEW IMP				
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	17.00		12/28/17	
		3096-DRYRUN CREEK SAN SEW				RESOLUTION #20,874				
		PROJECT#: 023096								
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	17.00		12/28/17	
		3096-DRYRUN CREEK SAN SEW				PATENT NO. 6216				
		PROJECT#: 023096								
1173		06/18 AP		12/22/17	0318435	BLACK HAWK CO.RECORDER	27.00		12/28/17	
		3096-DRYRUN CREEK SAN SEW				TEMP.CONST.EASE.AGREEMENT				
		PROJECT#: 023096								

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 545 2006 SEWER BONDS									
545-7755-436.96-81						SEWER BOND PROJECTS / DRY RUN CREEK SAN SEW IMP			
						continued			
						ACCOUNT TOTAL	61.00	.00	61.00
						FUND TOTAL	61.00	.00	61.00
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									
551-7785-436.85-01						UTILITIES / UTILITIES			
1146	06/18 AP	11/29/17	0318416			CEDAR FALLS UTILITIES	1,304.80		12/22/17
						UTILITIES THRU 11/29/17			
						ACCOUNT TOTAL	1,304.80	.00	1,304.80
551-7785-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1173	06/18 AP	12/15/17	0318434			BLACK HAWK CO.LANDFILL	19,970.70		12/28/17
						LANDFILL SRV:12/1-12/15			12/1-12/15/17
						ACCOUNT TOTAL	19,970.70	.00	19,970.70
						FUND TOTAL	21,275.50	.00	21,275.50
FUND 552 SEWER RENTAL FUND									
552-2265-436.85-01						UTILITIES / UTILITIES			
1146	06/18 AP	11/29/17	0318416			CEDAR FALLS UTILITIES	17,844.86		12/22/17
						UTILITIES THRU 11/29/17			
						ACCOUNT TOTAL	17,844.86	.00	17,844.86
552-2265-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
1173	06/18 AP	12/15/17	0318434			BLACK HAWK CO.LANDFILL	41.69		12/28/17
						LANDFILL SRV:12/1-12/15			12/1-12/15/17
						ACCOUNT TOTAL	41.69	.00	41.69
552-7755-436.85-01 UTILITIES / UTILITIES									
1146	06/18 AP	11/29/17	0318416			CEDAR FALLS UTILITIES	9,596.29		12/22/17
						UTILITIES THRU 11/29/17			
						ACCOUNT TOTAL	9,596.29	.00	9,596.29

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
FUND TOTAL							27,482.84	.00	27,482.84	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1127		06/18 AP		12/06/17	0318413	U.S. CELLULAR	43.57			12/20/17
						CELL PHONE:12/6/17-1/5/18				
1127		06/18 AP		12/06/17	0318413	U.S. CELLULAR	871.47			12/20/17
						WIRELESS SRV:12/6-1/5/18				
ACCOUNT TOTAL							915.04	.00	915.04	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS										
1113		06/18 AP		12/10/17	0318393	CEDAR FALLS UTILITIES	3,820.00			12/18/17
						FIBER POINT:11/11-12/10				11/11-12/10/17
ACCOUNT TOTAL							3,820.00	.00	3,820.00	
FUND TOTAL							4,735.04	.00	4,735.04	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
1127		06/18 AP		12/22/17	0318408	LEBAHN ESTATE, TIMOTHY M.	5,959.58			12/20/17
						PAYROLL SEVERANCE				DECEASED-FINAL CHECK
1133		06/18 AP		12/20/17	0318399	ADVANTAGE ADMINISTRATORS	7,756.86			12/20/17
						CAFETERIA PLAN:12/22/17				
1133		06/18 AP		12/20/17	0318411	TEAMSTERS LOCAL #238	2,247.00			12/20/17
						UNION DUES-DECEMBER 2017				
1133		06/18 AP		12/20/17	0318412	TRANSAMERICA LIFE INSURANCE C	102.50			12/20/17
						A611-#EG0005400-SCHILLING				
1133		06/18 AP		12/20/17	0318402	CEDAR VALLEY UNITED WAY	120.00			12/20/17
						4TH QTR.2017 CONTRIBUTION				
ACCOUNT TOTAL							16,185.94	.00	16,185.94	
FUND TOTAL							16,185.94	.00	16,185.94	

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 687 WORKERS COMPENSATION FUND											
687-1902-457.51-02						INSURANCE / WORKERS COMP INSURANCE					
1173		06/18 AP		12/25/17	0318441	GAEDE, KATHY	273.46			12/28/17	
		PPD:12/18-12/25/17									
1173		06/18 AP		12/20/17	0318445	KLATT, DANIAL	15,814.21			12/28/17	
		PPD:2/28-12/20/17 + INT. 5% PLUS INTEREST									
1127		06/18 AP		12/18/17	0318407	GAEDE, KATHY	273.46			12/20/17	
		PPD:12/11-12/18/17									
1127		06/18 AP		10/19/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	330.88			12/20/17	
		W/C:S.CRAWFORD-10/19/17									
1127		06/18 AP		10/17/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	272.60			12/20/17	
		W/C:S.CRAWFORD-10/17/17									
1127		06/18 AP		10/16/17	0318406	EASTERN IOWA THERAPEUTICS-ALI	470.94			12/20/17	
		W/C:S.CRAWFORD-10/16/17									
1146		06/18 AP		10/11/17	0318418	COVENANT CLINIC	162.00			12/22/17	
		W/C:S.CRAWFORD-10/11/17									
1146		06/18 AP		10/11/17	0318433	WORKERS' COMPENSATION RX SOLU	237.43			12/22/17	
		W/C:S.CRAWFORD-10/11/17									
1146		06/18 AP		10/03/17	0318430	PHYSICIANS' CLINIC OF IOWA, P	127.80			12/22/17	
		W/C:T.LEBAHN-10/03/17									
1146		06/18 AP		09/26/17	0318418	COVENANT CLINIC	53.10			12/22/17	
		W/C:D.DYER-09/26/17									
1146		06/18 AP		09/18/17	0318418	COVENANT CLINIC	53.10			12/22/17	
		W/C:D.DYER-09/18/17									
1127		06/18 AP		05/16/16	0318414	WATERS, BARBARA	1.40			12/20/17	
		PPD:03/29-05/16/16 REIMB.CHECK AMOUNT ERROR									
		ACCOUNT TOTAL						18,070.38	.00		18,070.38
		FUND TOTAL						18,070.38	.00		18,070.38
FUND 688 LTD INSURANCE FUND											
FUND 689 LIABILITY INSURANCE FUND											
689-1902-457.51-05						INSURANCE / LIABILITY INSURANCE					
1127		06/18 AP		12/15/17	0318400	BALL KIRK HOLM TRUST ACCOUNT	5,000.00			12/20/17	
		LIAB:C.STANLEY SETTLEMENT CAROL STANLEY-TRIP & FALL									
		ACCOUNT TOTAL						5,000.00	.00		5,000.00
		FUND TOTAL						5,000.00	.00		5,000.00
FUND 724 TRUST & AGENCY											
724-0000-487.50-01						TRANSFERS OUT / TRANSFERS TO GENERAL FUND					
1113		06/18 AP		12/15/17	0318395	GENERAL FUND	38,143.30			12/18/17	
		PROPERTY TAX PAYMENT									
		ACCOUNT TOTAL						38,143.30	.00		38,143.30

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ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 724	TRUST & AGENCY								
					FUND TOTAL		38,143.30	.00	38,143.30
FUND 727	GREENWOOD CEMETERY	P-CARE							
FUND 728	FAIRVIEW CEMETERY	P-CARE							
FUND 729	HILLSIDE CEMETERY	P-CARE							
FUND 790	FLOOD LEVY								
					GRAND TOTAL		297,294.35	7,726.92	289,567.43

Council Invoices for Council Meeting 01/02/18

PREPARED 12/28/2017, 11:21:02
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 06/2018

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											
1122		07/18	AP		12/19/17	0000000	LEGISLATIVE SERVICES AGENCY COPY OF 2017 IOWA ACTS	25.00		12/28/17	
ACCOUNT TOTAL								25.00	.00	25.00	
101-1008-441.87-01 RENTALS / RENTALS											
1122		07/18	AP		12/14/17	0000000	NEOPOST USA INC POSTAGE METER RENTAL	162.00		12/28/17	
ACCOUNT TOTAL								162.00	.00	162.00	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
1122		07/18	AP		12/13/17	0000000	CEDAR VALLEY SHRM 2018 MEMBERSHIP-B.BALVANZ	80.00		12/28/17	
ACCOUNT TOTAL								80.00	.00	80.00	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS											
1122		07/18	AP		01/01/18	0000000	AHLERS AND COONEY, P.C. LEGAL SERVICES-JAN'18	2,500.00		12/28/17	
1122		07/18	AP		01/01/18	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-JAN'18	2,600.00		12/28/17	
1163		07/18	AP		12/15/17	0000000	SWISHER & COHRT, P.L.C. LGL:DRAINAGE EASEMT.-TODD	224.38		12/28/17	
ACCOUNT TOTAL								5,324.38	.00	5,324.38	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT											
1122		07/18	AP		01/01/18	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-JAN'18	1,000.00		12/28/17	
ACCOUNT TOTAL								1,000.00	.00	1,000.00	
101-1158-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
1122		07/18	AP		11/30/17	0000000	COMMUNITY FOUNDATION-METRO FU ANNUAL DUES FOR 2018	100.00		12/28/17	
ACCOUNT TOTAL								100.00	.00	100.00	
101-1199-421.31-12 HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP											
1141		07/18	AP		10/09/17	0000000	LAMAR COMPANIES DUST BOWL BILLBOARD	250.00		12/28/17	
ACCOUNT TOTAL								250.00	.00	250.00	

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Item F.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-421.31-45						HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS				
1118		07/18 AP		12/13/17	0000000	GIBSON SPECIALTY CO. REC TRAIL BENCH PLAQUES	240.99			12/28/17
						ACCOUNT TOTAL	240.99	.00	240.99	
101-1199-431.88-01 OUTSIDE AGENCIES / MET - CF DISABLED										
101-1199-431.88-01						METROPOLITAN TRANSIT AUTHORIT				
1163		07/18 AP		01/01/18	0000000	PAYMENT FOR FY18-3RD QTR	7,905.00			12/28/17
						ACCOUNT TOTAL	7,905.00	.00	7,905.00	
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC										
101-1199-431.88-02						METROPOLITAN TRANSIT AUTHORIT				
1163		07/18 AP		01/01/18	0000000	PAYMENT FOR FY18-3RD QTR	5,270.00			12/28/17
						ACCOUNT TOTAL	5,270.00	.00	5,270.00	
101-1199-431.88-11 OUTSIDE AGENCIES / MET TRANSIT AUTHORITY										
101-1199-431.88-11						METROPOLITAN TRANSIT AUTHORIT				
1163		07/18 AP		01/01/18	0000000	PAYMENT FOR FY18-3RD QTR	74,885.00			12/28/17
						ACCOUNT TOTAL	74,885.00	.00	74,885.00	
101-1199-431.88-12 OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT										
101-1199-431.88-12						VEHICLE MAINTENANCE FUND				
1163		07/18 AP		01/01/18	0000000	PAYMENT FOR FY18-3RD QTR	3,692.50			12/28/17
						ACCOUNT TOTAL	3,692.50	.00	3,692.50	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
101-1199-441.72-19						LEGISLATIVE SERVICES AGENCY				
1122		07/18 AP		12/19/17	0000000		25.00			12/28/17
						COPY OF 2017 IOWA ACTS				
1163		07/18 AP		12/15/17	0000000	COURIER LEGAL COMMUNICATIONS	390.72			12/28/17
						12/4/17 CC MTG.MINS/BILLS				
1122		07/18 AP		12/13/17	0000000	COURIER LEGAL COMMUNICATIONS	36.00			12/28/17
						PH NTC-GRANT AGREEMENT				
1122		07/18 AP		12/13/17	0000000	MILL RACE	48.60			12/28/17
						ORD.2915-FIREWORKS				
1122		07/18 AP		12/08/17	0000000	COURIER LEGAL COMMUNICATIONS	33.60			12/28/17
						PH NTC-DA W/ZHENG DEV.				
1122		07/18 AP		12/07/17	0000000	COURIER LEGAL COMMUNICATIONS	94.08			12/28/17
						PH NTC-AMENDMENT TO DT				
						UR PLAN				
						ACCOUNT TOTAL	628.00	.00	628.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.88-20 OUTSIDE AGENCIES / LOBBYIST										
1122		07/18 AP		01/01/18	0000000	EIDE & HEISINGER LLC LOBBYING FEE:JAN'18	3,375.00			12/28/17
						ACCOUNT TOTAL	3,375.00	.00	3,375.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
1122		07/18 AP		12/12/17	0000000	AWARDS, GIFTS & ENGRAVING 3-COUNCIL MEMBER NAMETAGS	24.75			12/28/17
						ACCOUNT TOTAL	24.75	.00	24.75	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1162		07/18 AP		12/18/17	0000000	DES MOINES STAMP MFG. CO. CD DATE STAMP	71.00			12/28/17
						ACCOUNT TOTAL	71.00	.00	71.00	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
1122		07/18 AP		12/08/17	0000000	COURIER LEGAL COMMUNICATIONS BOA-TENSEN	28.80			12/28/17
						ACCOUNT TOTAL	28.80	.00	28.80	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1157		07/18 AP		12/18/17	0000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	176.51			12/28/17
1157		07/18 AP		12/18/17	0000000	PARKADE PRINTER, INC. #10 WINDOW ENVELOPES	195.46			12/28/17
						ACCOUNT TOTAL	371.97	.00	371.97	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
1157		07/18 AP		12/18/17	0000000	ARAMARK MOPS;TOWELS-STATION #1	5.70			12/28/17
						ACCOUNT TOTAL	5.70	.00	5.70	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1157		07/18 AP		12/04/17	0000000	BENTON BUILDING CENTER MATERIALS-BURN HOUSE FIRE TRAINING	26.52			12/28/17
						ACCOUNT TOTAL	26.52	.00	26.52	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1154		07/18 AP		12/20/17	0000000	ABC EMBROIDERY, INC.	21.50			12/28/17
						NAME TAGS-BROOKE HEUER				
1154		07/18 AP		12/14/17	0000000	CEDAR FALLS COMMUNITY SCHOOLS	120.00			12/28/17
						RENTAL FEE-APPLIC.TESTING				
1154		07/18 AP		12/01/17	0000000	THOMSON REUTERS - WEST	261.41			12/28/17
						INVESTIGATIVE SOFTWARE				
1154		07/18 AP		11/30/17	0000000	STEARN'S WEAR, INC.	84.25			12/28/17
						SPIT HOODS-PATROL				
						ACCOUNT TOTAL	487.16	.00		487.16
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
1163		07/18 AP		12/15/17	0000000	OFFICE DEPOT	132.88			12/28/17
						BLANK DVD'S-PD EVIDENCE				
						ACCOUNT TOTAL	132.88	.00		132.88
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1154		07/18 AP		12/08/17	0000000	ENTENMANN-ROVIN CO.	221.50			12/28/17
						P.O. BADGES #149 & 150				
1154		07/18 AP		11/13/17	0000000	WERTJES UNIFORMS	8.50			12/28/17
						OPT.EQUIP.-BELT KEEPERS				
1154		07/18 AP		11/08/17	0000000	WERTJES UNIFORMS	175.00			12/28/17
						OPT.EQUIP.-FLASHLIGHT &				
1154		07/18 AP		10/31/17	0000000	WERTJES UNIFORMS	24.50			12/28/17
						OPT.EQUIP.-PORTA CLIP				
1154		07/18 AP		10/25/17	0000000	WERTJES UNIFORMS	286.83			12/28/17
						INTL.EQUIP.-NEW OFFICER				
1154		07/18 AP		10/24/17	0000000	WERTJES UNIFORMS	43.00			12/28/17
						INNER BELT				
						ACCOUNT TOTAL	759.33	.00		759.33
101-5521-415.81-58 PROFESSIONAL SERVICES / WITNESS FEES/SUBPOENAS										
1122		07/18 AP		12/01/17	0000000	SWISHER & COHRT, P.L.C.	1.76			12/28/17
						LGL:TRAFFIC CASES				
						11/30/17				
						ACCOUNT TOTAL	1.76	.00		1.76
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1154		07/18 AP		12/26/17	0000000	IOWA STATE POLICE ASSOCIATION	1,720.00			12/28/17
						2018 ISPA DUES (43)				
						ACCOUNT TOTAL	1,720.00	.00		1,720.00

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1154		07/18 AP		11/14/17	0000000	WERTJES UNIFORMS	184.05			12/28/17
						UNIF.ALLOW.-PANTS;SHIRTS				
1154		07/18 AP		11/14/17	0000000	WERTJES UNIFORMS	141.00			12/28/17
						UNIFORM ALLOWANCE-PANTS				
1154		07/18 AP		11/09/17	0000000	WERTJES UNIFORMS	118.00			12/28/17
						UNIFORM ALLOWANCE-PANTS				
1154		07/18 AP		11/09/17	0000000	WERTJES UNIFORMS	19.99			12/28/17
						UNIFORM ALLOWANCE-BEANIE				
1154		07/18 AP		11/08/17	0000000	WERTJES UNIFORMS	125.00			12/28/17
						UNIF.ALLOWANCE-JACKET				
1154		07/18 AP		11/03/17	0000000	WERTJES UNIFORMS	3.00			12/28/17
						UNIF.ALLOW.-SERV.STRIPES				
1154		07/18 AP		11/03/17	0000000	WERTJES UNIFORMS	3.00			12/28/17
						UNIF.ALLOW.-SERV.STRIPES				
1154		07/18 AP		10/27/17	0000000	WERTJES UNIFORMS	68.00			12/28/17
						UNIF.ALLOW.-PANTS;PATCHES				
1154		07/18 AP		10/27/17	0000000	WERTJES UNIFORMS	148.00			12/28/17
						UNIFORM ALLOWANCE-BOOTS				
1154		07/18 AP		10/26/17	0000000	WERTJES UNIFORMS	57.00			12/28/17
						UNIFORM ALLOWANCE-PANTS				
1154		07/18 AP		10/25/17	0000000	WERTJES UNIFORMS	860.29			12/28/17
						INTL.UNIFORM-NEW OFFICER				
1154		07/18 AP		10/25/17	0000000	WERTJES UNIFORMS	39.99			12/28/17
						INTL.UNIFORM-NEW OFFICER				
1154		07/18 AP		10/18/17	0000000	WERTJES UNIFORMS	9.00			12/28/17
						UNIF.ALLOW.-SERV.STRIPES				
						DENNIS O'NEILL				
						ACCOUNT TOTAL	1,776.32	.00	1,776.32	
101-7703-423.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH										
1163		07/18 AP		01/01/18	0000000	BLACK HAWK CO.HEALTH DEPT.	3,250.00			12/28/17
						PAYMENT FOR FY18-3RD QTR				
						ACCOUNT TOTAL	3,250.00	.00	3,250.00	
101-7703-423.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER										
1163		07/18 AP		01/01/18	0000000	CEDAR VALLEY YOUTH SOCCER ASS	2,500.00			12/28/17
						PAYMENT FOR FY18-3RD QTR				
						ACCOUNT TOTAL	2,500.00	.00	2,500.00	
101-7713-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1161		07/18 AP		12/21/17	0000000	O'DONNELL ACE HARDWARE	18.93			12/28/17
						CLEANING SUPPLIES				
						ACCOUNT TOTAL	18.93	.00	18.93	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7716-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1161		07/18	AP	12/15/17	0000000	MARTIN BROS.DISTRIBUTING SOAP AND TOWELS	237.37			12/28/17
	PROJECT#:	062507								
1161		07/18	AP	12/14/17	0000000	O'DONNELL ACE HARDWARE BLADES, CLAMPS	5.38			12/28/17
	PROJECT#:	062506								
1161		07/18	AP	12/11/17	0000000	MENARDS-CEDAR FALLS LIGHT BULBS	29.97			12/28/17
	PROJECT#:	062509								
1071		07/18	AP	12/08/17	0000000	MARTIN BROS.DISTRIBUTING SCREEN URINAL, TOWELS, TIS-SUE, SOAP, LINERS, DISINFECT	151.11			12/28/17
	PROJECT#:	062501								
1071		07/18	AP	12/08/17	0000000	MARTIN BROS.DISTRIBUTING SCREEN URINAL, TOWELS, TIS-SUE, SOAP, LINERS, DISINFECT	59.87			12/28/17
	PROJECT#:	062506								
1071		07/18	AP	12/08/17	0000000	MARTIN BROS.DISTRIBUTING SCREEN URINAL, TOWELS, TIS-SUE, SOAP, LINERS, DISINFECT	392.05			12/28/17
	PROJECT#:	062507								
1071		07/18	AP	12/08/17	0000000	MARTIN BROS.DISTRIBUTING SCREEN URINAL, TOWELS, TIS-SUE, SOAP, LINERS, DISINFECT	669.44			12/28/17
	PROJECT#:	062510								
1071		07/18	AP	12/05/17	0000000	MENARDS-CEDAR FALLS FAUCET SPRAYER, HOSE	19.96			12/28/17
	PROJECT#:	062501								
1071		07/18	AP	12/01/17	0000000	MARTIN BROS.DISTRIBUTING SCREEN URINAL, TOWELS, TISSUES	67.59			12/28/17
	PROJECT#:	062507								
1071		07/18	AP	12/01/17	0000000	MARTIN BROS.DISTRIBUTING SCREEN URINAL, TOWELS, TISSUES	169.20			12/28/17
	PROJECT#:	062503								
1071		07/18	AP	12/01/17	0000000	MARTIN BROS.DISTRIBUTING SCREEN URINAL, TOWELS, TISSUES	312.61			12/28/17
	PROJECT#:	062506								
1171		06/18	AP	08/24/17	0126211	FLOOR COVERINGS INTERNATIONAL VOID CHECK LOST		214.98		12/28/17
	PROJECT#:	062507								
ACCOUNT TOTAL							2,114.55	214.98		1,899.57
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1161		07/18	AP	12/14/17	0000000	ECHO GROUP, INC. LIGHT BULBS	232.80			12/28/17
	PROJECT#:	062501								
1161		07/18	AP	12/13/17	0000000	ECHO GROUP, INC. LIGHT BULBS	80.60			12/28/17
	PROJECT#:	062501								
1161		07/18	AP	12/13/17	0000000	MENARDS-CEDAR FALLS SCREWS & DRIVER BIT	42.98			12/28/17

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR							continued			
PROJECT#: 062501										
1161		07/18 AP		12/12/17	0000000	ECHO GROUP, INC.	60.24			12/28/17
PROJECT#: 062507										
1161		07/18 AP		12/12/17	0000000	MENARDS-CEDAR FALLS SCREWS	5.28			12/28/17
PROJECT#: 062501										
1161		07/18 AP		12/11/17	0000000	ECHO GROUP, INC.	28.02			12/28/17
PROJECT#: 062509										
1161		07/18 AP		12/11/17	0000000	MENARDS-CEDAR FALLS SPRAY PAINT	14.91			12/28/17
PROJECT#: 062509										
1071		07/18 AP		12/01/17	0000000	ECHO GROUP, INC.	200.00			12/28/17
PROJECT#: 062506										
1071		07/18 AP		12/01/17	0000000	ECHO GROUP, INC. BALLAST LIGHT REPAIR	56.96			12/28/17
PROJECT#: 062507										
1071		07/18 AP		12/01/17	0000000	FASTENAL COMPANY DRILL BIT, ANCHORS	80.29			12/28/17
PROJECT#: 062506										
1161		07/18 AP		11/27/17	0000000	ECHO GROUP, INC.	77.55			12/28/17
PROJECT#: 062506										
1071		07/18 AP		11/06/17	0000000	POLK'S LOCK SERVICE, INC. KEYS COPIED	12.50			12/28/17
PROJECT#: 062506										
1071		07/18 AP		11/02/17	0000000	POLK'S LOCK SERVICE, INC. KEYS COPIED-BATHROOM LOCK	107.10			12/28/17
PROJECT#: 062501										
ACCOUNT TOTAL							999.23	.00	999.23	
101-7716-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
1161		07/18 AP		12/19/17	0000000	ARAMARK	119.00			12/28/17
PROJECT#: 062506										
1161		07/18 AP		12/13/17	0000000	ARAMARK MATS - HEARST CENTER	31.50			12/28/17
PROJECT#: 062505										
1161		07/18 AP		12/13/17	0000000	ARAMARK MATS - CITY HALL	62.50			12/28/17
PROJECT#: 062501										
1071		07/18 AP		12/07/17	0000000	PROSHIELD FIRE & SECURITY FIRE EXTINGUISHER SERVICE	104.50			12/28/17
PROJECT#: 062508										
1071		07/18 AP		12/06/17	0000000	ARAMARK	54.50			12/28/17

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7716-446.86-02						REPAIR & MAINTENANCE / BUILDINGS & GROUNDS				
						MATS -LIBRARY				
						PROJECT#: 062503				
	1071			07/18 AP 12/06/17	0000000	ARAMARK	7.60			12/28/17
						MATS -COMMUNITY CENTER				
						PROJECT#: 062508				
	1071			07/18 AP 12/05/17	0000000	ARAMARK	40.00			12/28/17
						MATS -WELCOME CENTER				
						PROJECT#: 062508				
						ACCOUNT TOTAL	419.60	.00		419.60
101-7716-446.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP				
	1161			07/18 AP 12/18/17	0000000	LOCKSPERTS, INC.	95.00			12/28/17
						LOCK REPAIR				
						PROJECT#: 062507				
	1161			07/18 AP 12/14/17	0000000	HOVEY SERVICES LLC	310.40			12/28/17
						DRAIN CLEANING				
						PROJECT#: 062501				
	1161			07/18 AP 12/14/17	0000000	HOVEY SERVICES LLC	160.00			12/28/17
						DRAIN CLEANING				
						PROJECT#: 062516				
	1071			07/18 AP 11/29/17	0000000	C & C WELDING & SANDBLASTING	195.75			12/28/17
						GATE REPAIR				
						PROJECT#: 062506				
						ACCOUNT TOTAL	761.15	.00		761.15
101-7723-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
	1161			07/18 AP 12/14/17	0000000	TESTAMERICA LABORATORIES, INC	15.75			12/28/17
						PRO SHOP WATER TEST				
						ACCOUNT TOTAL	15.75	.00		15.75
101-7733-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
	1161			07/18 AP 12/20/17	0000000	BENTON'S SAND & GRAVEL, INC.	535.36			12/28/17
						1 1/2" CLEAN RECYCLED ISLAND PARK TRAIL				
	1161			07/18 AP 12/20/17	0000000	BUILDERS SELECT LLC	33.50			12/28/17
						NAILER REPAIR				
	1118			07/18 AP 12/14/17	0000000	BUILDERS SELECT LLC	26.99			12/28/17
						FENCE SILT -CLAY ST PARK SHELTER				
						PROJECT#: 062517				
	1118			07/18 AP 12/13/17	0000000	BUILDERS SELECT LLC	298.52			12/28/17
						GALV STRIPS-CLAY ST PARK SHELTER				
						PROJECT#: 062517				
						ACCOUNT TOTAL	894.37	.00		894.37

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1150		07/18	AP	12/12/17	0000000	NELSON, BRANDON FRONT DESK HELP MANUAL	400.00			12/28/17
ACCOUNT TOTAL							400.00	.00	400.00	
101-7753-423.72-30 OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES										
1150		07/18	AP	12/13/17	0000000	ARAMARK MATS	46.00			12/28/17
ACCOUNT TOTAL							46.00	.00	46.00	
101-7753-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS										
1150		07/18	AP	12/20/17	0000000	AMERICAN BOTTLING COMPANY, TH POP MACHINE SUPPLIES	167.76			12/28/17
ACCOUNT TOTAL							167.76	.00	167.76	
101-7780-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1141		07/18	AP	11/14/17	0000000	O'DONNELL ACE HARDWARE GIFT SHOP DISPLY SUPPLIES	45.60			12/28/17
ACCOUNT TOTAL							45.60	.00	45.60	
101-7780-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1141		07/18	AP	12/14/17	0000000	SIGNS & DESIGNS, INC. EXHIBIT VINYL	103.00			12/28/17
1141		07/18	AP	12/08/17	0000000	O'DONNELL ACE HARDWARE EXHIBIT SUPPLIES	92.64			12/28/17
ACCOUNT TOTAL							195.64	.00	195.64	
101-7780-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
1141		07/18	AP	10/09/17	0000000	LAMAR COMPANIES DUST BOWL BILLBOARD	250.00			12/28/17
ACCOUNT TOTAL							250.00	.00	250.00	
FUND TOTAL							120,422.64	214.98	120,207.66	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.72-16 OPERATING SUPPLIES / TOOLS										
1071		07/18 AP		12/08/17	0000000	O'DONNELL ACE HARDWARE SLEDGE AND HANDLE	51.68			12/28/17
ACCOUNT TOTAL							51.68	.00	51.68	
206-7737-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1071		07/18 AP		12/08/17	0000000	GIERKE-ROBINSON COMPANY, INC. ABRASIVE BLADES	89.02			12/28/17
1071		07/18 AP		12/04/17	0000000	LEYMASTER TILE, RUSTY PERFORATED SEWER TILES	42.43			12/28/17
ACCOUNT TOTAL							131.45	.00	131.45	
206-7737-436.73-32 OTHER SUPPLIES / STREETS										
1161		07/18 AP		12/22/17	0000000	SAM ANNIS & CO. PROPANE REFILL	100.50			12/28/17
1118		07/18 AP		12/13/17	0000000	CVSI MOTORSPORTS REMOTE STARTER	350.00			12/28/17
1118		07/18 AP		12/13/17	0000000	MENARDS-CEDAR FALLS PVC BOX	34.61			12/28/17
1118		07/18 AP		12/13/17	0000000	MENARDS-CEDAR FALLS LAG SCREWS	7.78			12/28/17
1118		07/18 AP		12/13/17	0000000	MENARDS-CEDAR FALLS CREDIT RETURNED ALUMINUM		75.96		12/28/17
1118		07/18 AP		12/13/17	0000000	MENARDS-CEDAR FALLS HOSE BARBS	6.03			12/28/17
1118		07/18 AP		12/12/17	0000000	MENARDS-CEDAR FALLS POLE, PAINT SUPPLIES, ALUM.	120.32			12/28/17
1118		07/18 AP		12/12/17	0000000	MENARDS-CEDAR FALLS 1/2" BARB X 3/4 ELBOW	1.59			12/28/17
1118		07/18 AP		12/12/17	0000000	MENARDS-CEDAR FALLS ALUM SHEET	25.48			12/28/17
1071		07/18 AP		12/11/17	0000000	TRACTOR SUPPLY CO. 3/4" ELBOW	1.79			12/28/17
1118		07/18 AP		12/08/17	0000000	ASPRO, INC. UPM COLD MIX ASPHALT	373.95			12/28/17
ACCOUNT TOTAL							1,022.05	75.96	946.09	
206-7747-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1118		07/18 AP		12/06/17	0000000	LAWSON PRODUCTS, INC. SCREWS	267.20			12/28/17
1071		07/18 AP		12/05/17	0000000	MENARDS-CEDAR FALLS RUBBER CASTERS	15.92			12/28/17
1161		07/18 AP		12/05/17	0000000	FASTENAL COMPANY	29.68			12/28/17

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 206 STREET CONSTRUCTION FUND										
206-7747-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1071		07/18 AP		11/30/17	0000000 ECHO GROUP, INC.	5.67			12/28/17	
		MISC SUPPLY SWIVEL								
		CONDUIT PISTON 1"								
1071		07/18 AP		11/30/17	0000000 ECHO GROUP, INC.	61.80			12/28/17	
		PUSHBUTTON SPST								
1071		07/18 AP		11/29/17	0000000 ECHO GROUP, INC.	335.61			12/28/17	
		ELECTRICAL WIRE - STOCK								
1118		07/18 AP		11/06/17	0000000 LAWSON PRODUCTS, INC.	419.82			12/28/17	
		SCREWS - BOLTS								
		ACCOUNT TOTAL					1,135.70	.00	1,135.70	
206-7747-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS										
1161		07/18 AP		12/15/17	0000000 TRAFFIC CONTROL CORPORATION	284.00			12/28/17	
		PEDESTRIAN POLE BASES								
1161		07/18 AP		12/14/17	0000000 MOBOTREX, INC	1,914.00			12/28/17	
		TRAFFIC SIGNAL REPAIR SUPPLIES								
		ACCOUNT TOTAL					2,198.00	.00	2,198.00	
206-7747-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
1071		07/18 AP		11/30/17	0000000 IOWA PRISON INDUSTRIES	1,299.96			12/28/17	
		TRAFFIC SIGNS								
1071		07/18 AP		11/28/17	0000000 IOWA PRISON INDUSTRIES	2,264.60			12/28/17	
		TRAFFIC SIGNS								
		ACCOUNT TOTAL					3,564.56	.00	3,564.56	
		FUND TOTAL					8,103.44	75.96	8,027.48	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-4514-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1162		07/18 AP		10/12/17	0000000 PARKADE PRINTER, INC.	124.13			12/28/17	
		#10 WINDOW ENVELOPES								
		ACCOUNT TOTAL					124.13	.00	124.13	
		FUND TOTAL					124.13	.00	124.13	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-81						STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM				
1162		07/18 AP		12/22/17	0000000	VIETH CONSTRUCTION CORPORATIO	40,249.69			12/28/17
		3093-2017				PERMEABLE ALLEY				
PROJECT#: 023093										
ACCOUNT TOTAL							40,249.69	.00	40,249.69	
FUND TOTAL							40,249.69	.00	40,249.69	
FUND 254 CABLE TV FUND										
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1163		07/18 AP		11/03/17	0000000	MEDIA DISTRIBUTORS, LLC	64.24			12/28/17
BATTERIES										
ACCOUNT TOTAL							64.24	.00	64.24	
FUND TOTAL							64.24	.00	64.24	
FUND 258 PARKING FUND										
FUND 261 TOURISM & VISITORS										
261-7791-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1140		07/18 AP		12/20/17	0000000	STRATEGIC IMAGING	645.00			12/28/17
5000 LTRHD/ENVLPS										
ACCOUNT TOTAL							645.00	.00	645.00	
261-7791-423.72-99 OPERATING SUPPLIES / POSTAGE										
1126		07/18 AP		12/07/17	0000000	WOOLVERTON PRINTING CO.	194.81			12/28/17
NCOA/PREPARE/MAIL VG										
1126		07/18 AP		12/07/17	0000000	WOOLVERTON PRINTING CO.	176.93			12/28/17
NCOA/PREPARE/MAIL VG										
ACCOUNT TOTAL							371.74	.00	371.74	
261-7791-423.73-55 OTHER SUPPLIES / MEDIA										
1126		07/18 AP		11/30/17	0000000	ZLR IGNITION	315.00			12/28/17
CLIENT ADMIN/MEDIA MNGMNT										
1126		07/18 AP		11/30/17	0000000	ZLR IGNITION	173.60			12/28/17
007719-FY18 FACEBOOK										
1126		07/18 AP		11/30/17	0000000	ZLR IGNITION	449.90			12/28/17
007703-FY18 GOOGLE										
ACCOUNT TOTAL							938.50	.00	938.50	

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-7791-423.73-57 OTHER SUPPLIES / GIFT SHOP									
1126		07/18	AP	12/11/17	0000000	CLEAR CREEK ORCHARD INC. 24 JARS OF JAM	109.94		12/28/17
ACCOUNT TOTAL							109.94	.00	109.94
261-7791-423.85-52 UTILITIES / TOURISM MARKETING GRANTS									
1126		07/18	AP	12/11/17	0000000	UNI ALUMNI ASSOCIATION (UNIAA UNI HOMECOMING-SAVE THE DATE POSTCARD	4,500.00		12/28/17
ACCOUNT TOTAL							4,500.00	.00	4,500.00
261-7791-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS									
1122		07/18	AP	12/18/17	0000000	GREATER CEDAR VALLEY ALLIANCE 1ST 1/2 PAYMENT FOR FY18	11,750.00		12/28/17
ACCOUNT TOTAL							11,750.00	.00	11,750.00
261-7791-423.89-89 MISCELLANEOUS SERVICES / RAGBRAI									
1126		07/18	AP	02/16/17	0000000	DEWAYNE D. PURDY FY17 CF RAGBRAI DOMAIN RENEWAL	35.34		12/28/17
ACCOUNT TOTAL							35.34	.00	35.34
FUND TOTAL							18,350.52	.00	18,350.52

- FUND 262 SENIOR SERVICES & COMM CT
- 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									
1163		07/18	AP	12/11/17	0000000	SWISHER & COHRT, P.L.C. 2017-404 GRANT STREET LEGAL FEES-M SCHULZ	159.06		12/28/17
PROJECT#:					012017				
1071		07/18	AP	12/07/17	0000000	ALLIANCE PRINTING CO. PRINTING LOAD TICKETS	69.20		12/28/17
PROJECT#:					012017				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 404 FEMA										
404-1220-431	1163	92-37				STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS				
							continued			
				07/18	AP 12/04/17 00000000	SWISHER & COHRT, P.L.C.	72.00			12/28/17
						2017-BUY FLOOD REAL ESTAT				
						LEGAL FEES-GENERAL				
						PROJECT#: 012017				
				07/18	AP 12/04/17 00000000	SWISHER & COHRT, P.L.C.		10.00		12/28/17
						2017-209 & 121 ROOSEVELT				
						CREDIT:DEEDS-LOSH				
						PROJECT#: 012017				
				07/18	AP 12/04/17 00000000	SWISHER & COHRT, P.L.C.		575.00		12/28/17
						2017-509 LINCOLN STREET				
						CREDIT:PERS PROP.-S MOORE				
						PROJECT#: 012017				
				07/18	AP 12/04/17 00000000	SWISHER & COHRT, P.L.C.		2,922.00		12/28/17
						2017-427 CLAIR STREET				
						CREDIT:PERS PROP-B VAUGHN				
						PROJECT#: 012017				
				07/18	AP 12/04/17 00000000	SWISHER & COHRT, P.L.C.		1,800.00		12/28/17
						2017-711 CLAIR STREET				
						CREDIT:PERS PROP-K CAGLEY				
						PROJECT#: 012017				
				07/18	AP 11/16/17 00000000	SWISHER & COHRT, P.L.C.	398.00			12/28/17
						2017-404 GRANT STREET				
						LEGAL FEES-M SCHULZ				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	413.00			12/28/17
						2017-427 CLAIR STREET				
						LEGAL FEES-B VAUGHN				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	357.00			12/28/17
						2017-711 CLAIR STREET				
						LEGAL FEES-K CAGLEY				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	311.00			12/28/17
						2017-221 ROOSEVELT				
						LEGAL FEES-A MCCABE				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	320.00			12/28/17
						2017-218 MCKINLEY STREET				
						LEGAL FEES-D HANUS				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	518.00			12/28/17
						2017-121 & 209 ROOSEVELT				
						LEGAL FEES-A LOSH				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	330.00			12/28/17
						2017-915 CEDAR STREET				
						LEGAL FEES-M HUGHES				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	409.65			12/28/17
						2017-509 LINCOLN STREET				
						LEGAL FEES-S MOORE				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	306.00			12/28/17
						2017-701 E LONE TREE ROAD				
						LEGAL FEES-H WILKEN				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	292.00			12/28/17
						2017-VACANT LOT				
						LEGAL FEES-T SASH				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	322.00			12/28/17
						2017-504 LONGVIEW STREET				
						LEGAL FEES-J SPEAKAR				
						PROJECT#: 012017				
				07/18	AP 11/03/17 00000000	SWISHER & COHRT, P.L.C.	303.00			12/28/17

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 404 FEMA										
404-1220-431.92-37						STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS				
						2017-411 CLAIR STREET				
						PROJECT#: 012017				
1163				07/18 AP 11/03/17	0000000	SWISHER & COHRT, P.L.C.	473.40			12/28/17
						2017-BUY FLOOD REAL ESTAT				
						PROJECT#: 012017				
						ACCOUNT TOTAL	5,053.31	5,307.00	253.69-	
						FUND TOTAL	5,053.31	5,307.00	253.69-	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
408-1240-431.92-63						STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION				
1162				07/18 AP 12/20/17	0000000	PETERSON CONTRACTORS	35,611.99			12/28/17
						3114-UNIV.AVE.RECON.PH.II				
						PROJECT#: 023114				
1162				07/18 AP 12/19/17	0000000	IOWA DEPT-NATURAL RESOURCES	350.00			12/28/17
						3140-UNIV.AV.RECON.PH.III				
						PROJECT#: 023140				
1162				07/18 AP 12/01/17	0000000	FOTH INFRASTRUCTURE & ENVIRON	93,494.07			12/28/17
						1996-UNIV.AVE.RECONSTRUCT				
						PROJECT#: 021996				
1162				07/18 AP 12/01/17	0000000	FOTH INFRASTRUCTURE & ENVIRON	1,487.13			12/28/17
						1996-UNIV.AVE.RECONSTRUCT				
						PROJECT#: 021996				
1162				07/18 AP 12/01/17	0000000	FOTH INFRASTRUCTURE & ENVIRON	28,215.58			12/28/17
						3114-UNIV.AVE.RECON.PH.II				
						PROJECT#: 023114				
1162				07/18 AP 11/14/17	0000000	COOK APPRAISAL, LLC	12,750.00			12/28/17
						3114-UNIV.AVE.RECON.PH.II				
						PROJECT#: 023114				
1162				07/18 AP 11/02/17	0000000	HUNEY-VAUGHN COURT REPORTERS,	1,186.12			12/28/17
						3114-UNIV.AVE.RECON.PH.II				
						PROJECT#: 023114				
						ACCOUNT TOTAL	173,094.89	.00	173,094.89	
						FUND TOTAL	173,094.89	.00	173,094.89	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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									
436-1220-431.94-83		CAPITAL PROJECTS / WEST 1ST STREET									
1162	07/18	AP 12/15/17	0000000	SNYDER & ASSOCIATES, INC.				2,002.00			12/28/17
	PROJECT#:	3118-W.1ST ST. RECONST.	023118	SERVICES THRU 11/30/17							
1162	07/18	AP 11/28/17	0000000	SNYDER & ASSOCIATES, INC.				143,998.80			12/28/17
	PROJECT#:	3118-W.1ST ST. RECONST.	023118	SERVICES THRU 10/31/17							
		ACCOUNT TOTAL						146,000.80	.00	146,000.80	
436-1220-431.95-12		BOND FUND PROJECTS / GREENHILL ROAD EXTENSION									
1162	07/18	AP 12/20/17	0000000	PETERSON CONTRACTORS				3,544.37			12/28/17
	PROJECT#:	1824-GREENHILL RD. EXTEN.	021824								
		ACCOUNT TOTAL						3,544.37	.00	3,544.37	
436-1220-431.95-65		BOND FUND PROJECTS / HWY 58 PEDESTRIAN BRIDGE									
1162	07/18	AP 12/13/17	0000000	AECOM TECHNICAL SERVICES, INC				1,322.94			12/28/17
	PROJECT#:	1930-HWY.58 TRAIL SAF.IMP	021930	08/12/17-12/08/17							
		ACCOUNT TOTAL						1,322.94	.00	1,322.94	
436-1220-431.98-26		CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT									
1162	07/18	AP 12/19/17	0000000	TERRACON CONSULTANTS, INC.				2,791.00			12/28/17
	PROJECT#:	1975-DOWNTN.LEVEE IMPROV.	021975	SOIL/CONCRETE TESTING							
		ACCOUNT TOTAL						2,791.00	.00	2,791.00	
		FUND TOTAL						153,659.11	.00	153,659.11	
FUND 437	2010	BOND									

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 438 2006 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.92-90					STRUCTURE IMPROV & BLDGS / CENTER ST SIDEWLK & DRAIN					
1162		07/18 AP		11/21/17	0000000	BLACK HAWK CO.ABSTRACT	220.00			12/28/17
		3107-CENTER ST.REC TRAIL				TITLE REPORT-2207 VINE ST				
PROJECT#: 023107										
1162		07/18 AP		11/21/17	0000000	BLACK HAWK CO.ABSTRACT	220.00			12/28/17
		3107-CENTER ST.REC TRAIL				TITLE REPORT-2404 CENTER				
PROJECT#: 023107										
1162		07/18 AP		11/21/17	0000000	BLACK HAWK CO.ABSTRACT	220.00			12/28/17
		3107-CENTER ST.REC TRAIL				TITLE REPORT-2428-6CENTER				
PROJECT#: 023107										
1162		07/18 AP		11/21/17	0000000	BLACK HAWK CO.ABSTRACT	220.00			12/28/17
		3107-CENTER ST.REC TRAIL				TITLE REPORT-2322 CENTER				
PROJECT#: 023107										
ACCOUNT TOTAL							880.00	.00	880.00	
443-1220-431.98-40 CAPITAL PROJECTS / PUBLIC SAFETY BUILDING										
1162		07/18 AP		12/11/17	0000000	SWISHER & COHRT, P.L.C.	44.00			12/28/17
		3069-PUBLIC SAFETY BLDG.				RECORDING FEES				
PROJECT#: 023069										
ACCOUNT TOTAL							44.00	.00	44.00	
FUND TOTAL							924.00	.00	924.00	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
545-7755-436.96-81					SEWER BOND PROJECTS / DRY RUN CREEK SAN SEW IMP					
1162		07/18 AP		12/14/17	0000000	SNYDER & ASSOCIATES, INC.	6,121.84			12/28/17
		3096-DRYRUN CREEK SAN SEW				SERVICES THRU 11/30/17				
PROJECT#: 023096										
ACCOUNT TOTAL							6,121.84	.00	6,121.84	
FUND TOTAL							6,121.84	.00	6,121.84	

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GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
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			
551-7785-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN			
1118	07/18	AP		12/18/17	0000000	SAM ANNIS & CO.	44.25		12/28/17
						REFILL PROPANE TANKS - RECYCLING CENTER			
1161	07/18	AP		12/18/17	0000000	T & W GRINDING	16,250.00		12/28/17
						COMPOST SITE 2ND QUARTER CONTRACT			
1161	07/18	AP		12/15/17	0000000	MIDWEST ELECTRONIC RECOVERY	732.10		12/28/17
						ELECTRONIC RECYCLING			
1071	07/18	AP		12/12/17	0000000	SAM ANNIS & CO.	44.88		12/28/17
						PROPANE TANK REFILL RECYCLING CENTER			
1071	07/18	AP		12/11/17	0000000	A-LINE IRON & METALS	544.00		12/28/17
						APPLIANCE RECYCLING			
1118	07/18	AP		12/11/17	0000000	A-LINE IRON & METALS	192.00		12/28/17
						APPLIANCE RECYCLING			
						ACCOUNT TOTAL	17,807.23	.00	17,807.23
						FUND TOTAL	17,807.23	.00	17,807.23
FUND 552						SEWER RENTAL FUND			
552-2265-436.72-16						OPERATING SUPPLIES / TOOLS			
1155	07/18	AP		12/15/17	0000000	O'DONNELL ACE HARDWARE	11.99		12/28/17
						TAPE MEASURER			
						ACCOUNT TOTAL	11.99	.00	11.99
552-2265-436.72-26						OPERATING SUPPLIES / TESTING & LAB			
1155	07/18	AP		12/17/17	0000000	MIDLAND SCIENTIFIC, INC.	423.76		12/28/17
						LAB SUPPLIES			
1155	07/18	AP		11/21/17	0000000	NORTH CENTRAL LABORATORIES	703.41		12/28/17
						LAB VACUUM PUMP			
						ACCOUNT TOTAL	1,127.17	.00	1,127.17
552-2265-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
1155	07/18	AP		12/18/17	0000000	CINTAS FIRST AID & SAFETY	101.75		12/28/17
						FIRST AID SUPPLIES			
1155	07/18	AP		12/11/17	0000000	TRACTOR SUPPLY CO.	135.99		12/28/17
						SAFETY SHOES-D KLATT P.O. 56184			
						ACCOUNT TOTAL	237.74	.00	237.74

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-2265-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1155		07/18 AP		12/15/17	0000000	O'DONNELL ACE HARDWARE	79.92		12/28/17
						BATTERIES			
1155		07/18 AP		12/13/17	0000000	GRAINGER PARTS	78.24		12/28/17
						RELAYS			
1155		07/18 AP		12/13/17	0000000	UTILITY EQUIPMENT COMPANY	1,400.29		12/28/17
						4" PIPE			
1155		07/18 AP		12/12/17	0000000	GRAINGER PARTS	53.50		12/28/17
						STRING WET MOP			
1155		07/18 AP		12/11/17	0000000	GRAINGER PARTS	255.67		12/28/17
						RELIEF VALVE			
1155		07/18 AP		12/08/17	0000000	O'DONNELL ACE HARDWARE	46.61		12/28/17
						HOSE CONNECTIONS			
1155		07/18 AP		12/05/17	0000000	ELECTRICAL ENGINEERING & EQUI		583.53	12/28/17
						RETURN MOTOR CONTROLLER			
1155		07/18 AP		12/05/17	0000000	GRAINGER PARTS	53.50		12/28/17
						MOP HEADS			
1155		07/18 AP		11/27/17	0000000	LAWSON PRODUCTS, INC.	68.46		12/28/17
						SS SCREWS			
1155		07/18 AP		11/21/17	0000000	GRAINGER PARTS	35.98		12/28/17
						MOP HEADS			
1155		07/18 AP		11/16/17	0000000	ELECTRICAL ENGINEERING & EQUI	778.04		12/28/17
						MOTOR CONTROLLER			
						ACCOUNT TOTAL	2,850.21	583.53	2,266.68
552-2265-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.									
1155		07/18 AP		12/05/17	0000000	ECHO GROUP, INC.	28.15		12/28/17
						TIMBER DR ELECTRICAL			
						ACCOUNT TOTAL	28.15	.00	28.15
552-2265-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1155		07/18 AP		12/20/17	0000000	ARAMARK	12.30		12/28/17
						FLOOR MATS/MOPS-WATER REC			
						ACCOUNT TOTAL	12.30	.00	12.30
552-2265-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
1155		07/18 AP		11/27/17	0000000	TESTAMERICA LABORATORIES, INC	351.00		12/28/17
						LAB TESTING			
						ACCOUNT TOTAL	351.00	.00	351.00
552-7755-436.73-27 OTHER SUPPLIES / IOWA ONE CALL									
1118		07/18 AP		12/11/17	0000000	IOWA ONE CALL	296.00		12/28/17

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GROUP	PO	ACCTG	-----TRANSACTION-----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	
								CURRENT	
								BALANCE	
								POST DT	
FUND 552 SEWER RENTAL FUND									
552-7755-436.73-27 OTHER SUPPLIES / IOWA ONE CALL						continued			
IA ONE CALLS FOR NOV 2017									
ACCOUNT TOTAL							296.00	.00	296.00
552-7755-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1155		07/18 AP		12/20/17	0000000	ARAMARK	13.28		12/28/17
FLOOR MATS/MOPS-SEWER									
ACCOUNT TOTAL							13.28	.00	13.28
FUND TOTAL							4,927.84	583.53	4,344.31
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-2230-432.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1155		07/18 AP		12/21/17	0000000	O'DONNELL ACE HARDWARE	5.38		12/28/17
LEVEE ALARM									
ACCOUNT TOTAL							5.38	.00	5.38
555-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1162		07/18 AP		12/21/17	0000000	PETERSON CONTRACTORS	13,213.39		12/28/17
1997-DR.RN.CK.WATS.PRJ.						CONSTRUCTION			
PROJECT#: 021997									
ACCOUNT TOTAL							13,213.39	.00	13,213.39
FUND TOTAL							13,218.77	.00	13,218.77
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT									
1122		07/18 AP		12/07/17	0000000	MUNICIPAL CODE CORPORATION	700.00		12/28/17
ANNUAL CODE ONLINE FEE									
ACCOUNT TOTAL							700.00	.00	700.00
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES									
1163		07/18 AP		12/15/17	0000000	IP PATHWAYS, LLC	1,068.75		12/28/17
SUPPORT TIME-BILLABLE									
1122		07/18 AP		12/13/17	0000000	IP PATHWAYS, LLC	10,000.00		12/28/17
PREPAID BLOCK OF SUPPORT						HOURS			

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES									
						continued			
ACCOUNT TOTAL						11,068.75	.00	11,068.75	
FUND TOTAL						11,768.75	.00	11,768.75	
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-7798-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1118		07/18 AP		12/12/17	0000000 PARKADE PRINTER, INC. PAYABLE TO TAGS PRINTED	17.50			12/28/17
ACCOUNT TOTAL						17.50	.00	17.50	
685-7798-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1118		07/18 AP		12/15/17	0000000 KELTEK INCORPORATED	959.31			12/28/17
1118		07/18 AP		12/06/17	0000000 AMBER WARNING LIGHTS PO1 AIRGAS USA, LLC	121.23			12/28/17
1118		07/18 AP		12/06/17	0000000 WELDING GAS LAWSON PRODUCTS, INC.	575.40			12/28/17
1118		07/18 AP		11/22/17	0000000 NUTS,WASHERS,GROMMETS, TOYNE, INC. SHRINK TUBES,SCREWS FOAM PRO CONTROLLER HEAD FD501	1,282.65			12/28/17
ACCOUNT TOTAL						2,938.59	.00	2,938.59	
685-7798-446.86-12 REPAIR & MAINTENANCE / TOWELS									
1118		07/18 AP		12/12/17	0000000 ARAMARK SHOP TOWELS	35.35			12/28/17
ACCOUNT TOTAL						35.35	.00	35.35	
685-7798-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1118		07/18 AP		12/11/17	0000000 WITHAM AUTO CENTERS DIAGNOSTED ENGINE LIGHT FLASHING PD17	70.53			12/28/17
1118		07/18 AP		12/07/17	0000000 WITHAM AUTO CENTERS ALIGNMENT PD20	86.80			12/28/17
1118		07/18 AP		12/04/17	0000000 RASMUSSEN CO., THE TOWED TRUCK #236 BACK TO SHOP	75.00			12/28/17
1118		07/18 AP		11/21/17	0000000 RASMUSSEN CO., THE TOWED TRUCK #340 TO HARRISONS	262.50			12/28/17
1118		07/18 AP		11/15/17	0000000 RASMUSSEN CO., THE TOWED TRUCK #351	262.50			12/28/17

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GROUP	PO	ACCTG	----TRANSACTION----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-7798-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1118		07/18 AP		11/14/17	0000000	RASMUSSEN CO., THE ROLLBACK SERVICE #PD09	40.00		12/28/17
ACCOUNT TOTAL							797.33	.00	797.33
FUND TOTAL							3,788.77	.00	3,788.77
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
724-0000-487.50-03 TRANSFERS OUT / TRANSFERS - SSMID									
1163		07/18 AP		12/22/17	0000000	COMMUNITY MAIN STREET PROPERTY TAX PAYMENT	17,039.41		12/28/17
ACCOUNT TOTAL							17,039.41	.00	17,039.41
FUND TOTAL							17,039.41	.00	17,039.41
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							594,718.58	6,181.47	588,537.11

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