



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JULY 19, 2021
7:00 PM AT CITY HALL**

The City is providing in-person and electronic options for this meeting in accordance with the Governor's Proclamation of Disaster Emergency regarding meetings and hearings. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

The meeting will be accessible via video conference and the public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press *9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of July 6, 2021.

Agenda Revisions

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

Special Presentations

2. Recognition of Health Trust Fund Board Members Rosemary Beach and Floyd Winter.
3. Proclamation recognizing August 3, 2021 as National Night Out in Cedar Falls.

Special Order of Business

4. Public hearing on a proposal to enter into an Agreement for Private Development with CV Commercial, L.L.C. relative to a commercial/residential mixed use development.
 - a) Receive and file proof of publication of notice of hearing. (Notice published July 12, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.

d) Public comments.

e) Resolution approving the proposal to enter into an Agreement for Private Development with CV Commercial, L.L.C. relative to a commercial/residential mixed use development.

5. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 CDBG Sidewalk Infill Project.

a) Receive and file proof of publication of notice of hearing. (Notice published July 12, 2021)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 CDBG Sidewalk Infill Project.

6. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Public Sidewalk Repair and Infill Project.

a) Receive and file proof of publication of notice of hearing. (Notice published July 12, 2021)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 Public Sidewalk Repair and Infill Project.

7. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Sidewalk Assessment Project - Zone 4.

a) Receive and file proof of publication of notice of hearing. (Notice published July 12, 2021)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 Sidewalk Assessment Project - Zone 4.

8. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Permeable Alley Project.

a) Receive and file proof of publication of notice of hearing. (Notice published July 12, 2021)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 Permeable Alley Project.

Old Business

9. Pass Ordinance #2992, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to the speed limit on certain portions of Viking Road, upon its second consideration.

New Business

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.)

10. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Phyllis Carter, Community Center & Senior Services Board, term ending 06/30/2024.
 - b) Crystal Ford, Civil Service Commission, term ending 04/04/2022.
 - c) Rebecca Whitaker, Human Rights Commission, term ending 07/01/2022.
11. Receive and file the Committee of the Whole minutes of July 6, 2021 relative to the following items:
 - a) Incident Command System with County EMA.
 - b) Parking Ordinance Amendments.
12. Approve the following applications for beer permits and liquor licenses:
 - a) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
 - b) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
 - c) George's Local, 108 E. 4th Street, Class C liquor & outdoor service – new with exceptions. (see attached).
 - d) Wal-Mart, 525 Brandilynn Boulevard, Class C liquor – change in ownership.

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.)

13. Resolution approving and authorizing execution of a Client Agreement with Express Scripts, Inc. relative to pharmacy benefit management services.
14. Resolution approving and authorizing execution of a Lease Estoppel Certificate relative to a Lease Agreement between the City, the Board of Trustees of the Municipal Electric Utility, and Cedar Falls Solar Farm, LLC for the use of certain city-owned property located at 800 Viking Road as a solar garden.
15. Resolution approving and accepting three Temporary Easements for construction, in conjunction with the FFY20-21 CDBG Sidewalk Infill Project.
16. Resolution approving and accepting three Temporary Construction Easements, in conjunction with the Cyber Lane Extension Project.
17. Resolution approving and authorizing the expenditure of funds for the purchase of a loader mounted snow blower for the Public Works Department.
18. Resolution approving and authorizing the expenditure of funds for the purchase of transfer station equipment, in conjunction with the Transfer Station Pit Refurbishing Project.
19. Resolution receiving and filing the bids, and approving and accepting the low bid of Owen Contracting, Inc., in the amount of \$296,323.66, for the Cyber Lane Extension Project.
20. Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure and Environment, LLC for design, construction and acquisition services relative to the Main Street Reconstruction Project.
21. Resolution receiving and filing, and setting August 2, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Seal Coat Project.

- [22.](#) Resolution receiving and filing, and setting August 2, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Street Patching Project.

Ordinances:

- [23.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to parking restrictions in municipal parking lots, upon its first consideration.

Allow Bills and Claims

- [24.](#) Allow Bills and Claims of July 19, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JULY 6, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via video conference), Harding, Darrah, Sires. Absent: Dunn.

Mayor Green thanked Councilmember Harding for chairing the June 21, 2021 City Council meeting.

- 53376 - It was moved by Harding and seconded by Darrah that the minutes of the Regular Meeting of June 21, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53377 - Rick Sharp, 1623 Birch Street, commented on the current fireworks ban and requested a window to allow the use of fireworks in the future, with a zero tolerance for those who violate the ordinance. He would also like to see fireworks at Prairie Lakes in 2022.

Mayor responded to comments by Jim Skaine, 2215 Clay Street, regarding the proper use of Roberts Rules of Order and items on the agenda.

- 53378 - Mayor Green read a proclamation recognizing July 11, 2021 as 1-133d Infantry Regiment - Ironman Battalion Day.
- 53379 - Mayor announced that in accordance with the public notice of June 29, 2021, this was the time and place for a public hearing on the FY2022 (FFY2021) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium. It was then moved by Darrah and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53380 - The Mayor then asked if there were any written communications filed to the proposed plan. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposed plan. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.
- 53381 - It was moved by Darrah and seconded by Harding that Resolution #22,437, approving the FY2022 (FFY2021) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium, 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, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,437 duly passed and adopted.

- 53382 - Mayor announced that in accordance with the public notice of June 25, 2021, this was the time and place for a public hearing proposal to undertake a public improvement project for the West 27th Street Reconstruction Project, and to authorize acquisition of private property for said project. It was then moved by Harding and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53383 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief summary of the proposed project and responded to a question by Mayor Green. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.
- 53384 - It was moved by Harding and seconded by Miller that Resolution #22,438, approving a public improvement project for the West 27th Street Reconstruction Project, and authorizing acquisition of private property for said project, be adopted. Following questions and comments by Councilmembers Sires, deBuhr, and Harding, and responses by City Engineer Wicke and Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,438 duly passed and adopted.
- 53385- Mayor announced that in accordance with the public notice of June 25, 2021, this was the time and place for a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the Cyber Lane Extension Project. It was then moved by Darrah and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53386 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief summary of the proposed project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.
- 53387 - It was moved by Miller and seconded by Harding that Resolution #22,439, approving and adopting the plans, specifications, form of contract & estimate of cost for the Cyber Lane Extension Project, 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, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,439 duly passed and adopted.
- 53388 - It was moved by Harding and seconded by Miller that the following items on the Consent Calendar be received, filed and approved:

Receive and file the following resignations of members from Boards and Commissions:

- a) Floyd Winter, Cedar Falls Health Trust Fund Board.
- b) Chris Corkery, Art & Culture Board.

Receive and file the Work Session minutes of June 21, 2021 relative to the following item:

- a) Downtown Zoning Ordinance.

Receive and file the Committee of the Whole minutes of June 21, 2021 relative to the following items:

- a) Grow Cedar Valley Update.
- b) Cash Management Report.

Receive and file the Departmental Monthly Reports of May, 2021.

Approve the following applications for beer permits and liquor licenses:

- a) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
- b) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
- c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- d) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor - renewal.
- e) The Other Place, 2214 College Street, Class C liquor - renewal.
- f) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
- g) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine – change in ownership.
- h) Dollar General, 2921 Center Street, Class C beer & Class B wine – change in ownership.
- i) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service – change in ownership.
- j) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (July 10-11, 2021)
- k) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor

Motion carried unanimously.

53389 - It was moved by deBuhr and seconded by Harding to receive and file the Mayor's Monthly Report for June, 2021. Following comments by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the motion carried unanimously.

53390 - It was moved by deBuhr and seconded by Miller to receive and file communications from the Civil Service Commission relative to certified lists for the following positions:

- a) Equipment Operator.
- b) Public Safety Supervisor-Captain.
- c) Public Safety Supervisor-Lieutenant.

Following comments by Rick Sharp, 1623 Birch Street, and Councilmember Harding, and responses by City Attorney Rogers, the motion carried unanimously.

53391 - Mayor Green noted a scrivener's error on agenda item 14 that should read \$30,000 to the Economic Development Fund instead of \$15,000. It was then moved by Harding and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #22,440, levying a final assessment for costs incurred by the City to clean up/remove debris on the property located at 2013 Maplewood Drive.

Resolution #22,441, approving and accepting a Utility and Access Easement on Lot 3 of Pinnacle Prairie Commercial South - Phase II.

Resolution #22,442, approving a First Amendment to Deed of Dedication for Pinnacle Prairie Commercial South - Phase II.

Resolution #22,443, approving the preliminary plat of Pinnacle Prairie Commercial South - Phase V.

Resolution #22,444, approving the final plat of Pinnacle Prairie Commercial South - Phase V.

Resolution #22,445, approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a medical clinic at 5909 Prairie Parkway.

Resolution #22,446, approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a retail development at 703 Brandilynn Boulevard.

Resolution #22,447, approving and authorizing the expenditure of funds for the purchase of a mini excavator for the Public Works Department.

Resolution #22,448, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Strickler Properties LC relative to a post-construction stormwater management plan for 6415 Development Drive.

Resolution #22,449, approving and accepting the contract and bond of Pirc-Tobin Construction, Inc. for the West 27th Street Sanitary Sewer Extension Project.

Resolution #22,450, receiving and filing, and setting July 19, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 CDBG Sidewalk Infill Project.

Resolution #22,451, receiving and filing, and setting July 19, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Public Sidewalk Repair and Infill Project.

Resolution #22,452, receiving and filing, and setting July 19, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate

of cost for the 2021 Sidewalk Assessment Project - Zone 4.

Resolution #22,453, setting July 19, 2021 as the date of public hearing on a proposal to enter into an Agreement for Private Development with CV Commercial, L.L.C. relative to a commercial/residential mixed use development.

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, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolutions #22,440 through #22,453 duly passed and adopted.

53392 - It was moved by Harding and seconded by Miller that Resolution #22,454, approving and accepting from the Municipal Electric and Communications Utilities the permanent transfers of \$2,622,314.00 to the General Fund and \$30,000.00 to the Economic Development Fund of the City of Cedar Falls, be adopted. Following comments by Jim Skaine, 2215 Clay Street, Whitney Smith, 2904 Neola Street, Rick Sharp, 1623 Birch Street, and Councilmembers Harding and Sires, and responses 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, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,454 duly passed and adopted.

53393 - It was moved by deBuhr and seconded by Darrah that Resolution #22,455, approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo and Black Hawk County relative to the 2021-2022 Edward Byrne Memorial Justice Association Grant (JAG) Program funding for the Tri-County Drug Task Force, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and response by Public Safety Director Olson, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,455 duly passed and adopted.

53394 - It was moved by Harding and seconded by deBuhr that Resolution #22,456, approving and authorizing execution of a Cooperative Agreement for Use of Swimming Pools with the Cedar Falls Community School District, be adopted. Following a comment by Jim Skaine, 2215 Clay Street, and responses by Councilmember Miller and Mayor Green, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,456 duly passed and adopted.

53395 - It was moved by Harding and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,457, approving and accepting the low bid, and approving and authorizing execution of a Rehabilitation Contract with Tojo Construction Inc.

relative to a HOME Housing Rehabilitation Project at 210 C2 Balboa Avenue.

Resolution #22,458, approving and accepting the low bid, and approving and authorizing execution of a Rehabilitation Contract with Tojo Construction Inc. relative to a HOME Housing Rehabilitation Project at 2512 Cedar Heights Drive.

Following a comment by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolutions #22,457 and #22,458 duly passed and adopted.

- 53396 - It was moved by Darrah and seconded by Harding that Resolution #22,459, receiving and filing, and setting July 19, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Permeable Alley Project, be adopted. Following a comment by Jim Skaine, 2215 Clay Street, and a response by Mayor Green, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,459 duly passed and adopted.
- 53397 - It was moved by Miller and seconded by Harding that Ordinance #2992, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to the speed limit on certain portions of Viking Road, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.
- 53398 - It was moved by Harding and seconded by Miller that the bills and claims of July 6, 2021 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, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.
- 53399 - Councilmember Harding requested an update on what the City could do for fireworks next year, and Councilmember Sires wished his mother a Happy Birthday.
- 53400 - City Administrator Gaines commented about the City hosting fireworks displays and that allowing residential use of fireworks would be a policy decision.
- 53401 - It was moved by Harding and seconded by Miller that the meeting be adjourned at 7:59 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



NATIONAL NIGHT OUT

Tuesday, August 3, 2021

WHEREAS, National Night Out was established in 1983 as an annual community-building campaign to promote police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring place to live; and

WHEREAS, community resiliency in disasters and emergencies depends on strong ties between neighbors who support and care for each other, as well as through positive and trusting relationships with police and other emergency responders; and

WHEREAS, the Cedar Falls Public Safety Department's five year goals include Strategy 6.2.4., to "*Continue participation in National Night Out public safety-neighborhood partnership activities on the first Tuesday of August*"; and

WHEREAS, many neighborhoods of Cedar Falls, including North Cedar, Cedar Heights, College Hill, and Downtown, and Greenhill/South Main, and The Meadows have already conducted successful gatherings this summer to increase neighborhood affinity and camaraderie;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim August 3, 2021, as **National Night Out** in Cedar Falls, and I encourage all interested neighborhoods to plan neighborhood gatherings to connect with neighbors on the evening of Tuesday, August 3, or other nearby convenient dates; and to request a visit from Cedar Falls patrol officers and city leaders by calling 273-8612.

Signed this 15th day of July, 2021.



Mayor Robert M. Green



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: July 7, 2021
SUBJECT: CV Commercial, LLC – Agreement for Private Development

Introduction/Project Details

If Council may remember, on June 3, 2019, a site plan was approved for a new five-story mixed use building located at 2119 College Street within the College Hill Urban Renewal Area. The building will be comprised of a commercial use on the first floor, with residential uses on the second through fifth floors.

The developer, CV Commercial, LLC, has reached out to City staff indicating that they would like to begin this project in the coming months, beginning with the demolition of two existing multi-family structures that still remain on the property (2119 College Street and 1003 W. 22nd Street). As indicated above, the new building to be constructed on the site will be a 5-story mixed use building. The first floor would comprise of a single commercial tenant, while the second through fifth floors would comprise of 31 residential units, with a total of 47 bedrooms. In addition to the building, a 47-stall parking lot will be constructed behind the building with access from W. 22nd Street. The total cost estimate from the developer for this project is approximately \$5 Million.

Financial Assistance Request

This project is eligible under the College Hill Urban Renewal Plan for consideration of certain incentives that promote redevelopment of existing buildings. The typical incentive offered for projects such as this is a 5-year rebate of 100% of the tax increments on the increased value of the property after the improvements are complete, with a minimum investment of \$200,000 into the project, and an increase in the assessed building valuation by at least 50%. This redevelopment project anticipates a total investment of approximately \$5,000,000 for the improvement costs, which would be well over the required \$200,000 minimum investment and 50% increase in taxable value.

The project is expected to begin this year with the demolition of two existing buildings on the site, with the new building construction starting next year. It is anticipated that the building will be completed by 2023, with full assessment of the Minimum Improvements on January 1, 2024 and debt certification to the Auditor by the City prior to December 1,

2023. The Economic Development Grants shall commence on June 1, 2026 and end on June 1, 2030 based on the value added to the property. The following schedule would be applicable:

June 1, 2026 100% of Tax Increments for Fiscal Year 25-26
 June 1, 2027 100% of Tax Increments for Fiscal Year 26-27
 June 1, 2028 100% of Tax Increments for Fiscal Year 27-28
 June 1, 2029 100% of Tax Increments for Fiscal Year 28-29
 June 1, 2030 100% of Tax Increments for Fiscal Year 29-30

The maximum amount of tax rebates provided to the developer shall not exceed \$593,937 over the 5-year period. This is based on using a maximum of \$4,219,191 tax increment increase (\$5M estimated valuation – existing building valuation – state tax rollback) in the valuation of the minimum improvements to the building.

Recommendation

It is recommended that City Council approve and adopt the following:

1. Resolution approving and executing an Agreement for Private Development between CV Commercial, LLC and the City of Cedar Falls.

Approval of this project is consistent with City Council Goal No. 3: Create an environment conducive to economic development. This is further identified on Page 16 of City Council Goals under Supporting Council Policies:

*Function as a catalyst to encourage business development and expansion in Cedar Falls.

*Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

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

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



CV Commercial, LLC
2119 College Street
New Mixed Use Building

Item 4.



W 20th St

W 21st St

Project Location

W 22nd St

College St

Olive St

W 23rd St

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF CEDAR FALLS, IOWA

AND

CV COMMERCIAL, L.L.C.

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2021, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (hereinafter called "Urban Renewal Act"), and CV COMMERCIAL, L.L.C., having offices for the transaction of business at 604 Clay Street, Cedar Falls, Iowa 50613 (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the College Hill Urban Renewal Area ("Area" or "Urban Renewal Area"), as set forth in the College Hill Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer is willing to construct certain Minimum Improvements on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the construction of the Minimum Improvements on the Development Property will alleviate the blighted condition of the neighborhood and will benefit the

Execution Version

City economically through increased property tax generation and increased sales tax generation on the the Minimum Improvements, and will otherwise provide economic growth; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area shall mean the area known as the College Hill Urban Renewal Area.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Cedar Falls, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

College Hill Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the

Execution Version

Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

County means the County of Black Hawk County, Iowa.

CV Commercial, L.L.C., 2119 College Street TIF Account means a separate account within the College Hill Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

Developer means CV Commercial, L.L.C., and its successors and assigns.

Development Property means that portion of the College Hill Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment at the Minimum Improvements of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Minimum Improvements shall mean the construction of improvements on the Development Property as described in Exhibit B.

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Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance No. 2738 of the City, under which the taxes levied on the taxable property in the Project Area shall be divided, with a portion of said taxes to be paid into the College Hill Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the CV Commercial, L.L.C., 2119 College Street TIF Account of the College Hill Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Plan means the Urban Renewal Plan approved with respect to the College Hill Urban Renewal Area, described in the preambles hereof.

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ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. CV Commercial, L.L.C., is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, with all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness,

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agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$5,000,000 for construction costs (building only).

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity

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commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2023.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the site plans submitted to the City and attached to this Agreement as part of Exhibit B, after issuance of a building permit issued by the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the site plans, and shall require a total investment of approximately \$5,000,000.00 for construction costs (building only).

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2023; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.3. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form

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set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of the satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held

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responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure;

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provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

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ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, gender, sexual orientation, gender identity, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, gender, sexual orientation, gender identity, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6 Employment. Developer agrees that the Minimum Improvements will create usable commercial space for office and/or retail tenants. Developer shall use its best efforts to ensure that at least 2 Full-Time Equivalent Employment Units will be employed by Developer's Tenant(s) at the Minimum Improvements by December 31, 2024 and retained until at least the Termination Date of this Agreement.

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Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2025 and ending on October 15, 2029, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer will continue its efforts to lease the Minimum Improvements on the Development Property and its other obligations contained in this Agreement, including the employment obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; (d) all costs of constructing the Minimum Improvements shall be paid when due.

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Section 6.10. Relocation. Developer agrees and covenants not to lease the Minimum Improvements to any entity that is relocating to the City from another part of Black Hawk County or a contiguous county during the term of this Agreement. In general, use of urban renewal incentives cannot be used for projects that involve a relocating entity unless there is a written agreement regarding the use of economic incentives from the City where the business is currently located and the City to which the business is relocating, either specific to this Project or in general (a fair play or neutrality agreement), or if the City finds the use of tax increments in connection with the relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of state and such relocation would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it does lease to a relocating entity, as determined by the City in its sole discretion, the Developer is not eligible to receive all or a pro rata portion of the Economic Development Grants under this Agreement and will be responsible for paying back previously received Economic Development Grants, if applicable.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and

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Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT

Section 8.1. Economic Development Grant.

a. For and in consideration of the obligations being assumed by Developer hereunder, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the terms and conditions of this Article and to subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed \$593,937 under the following terms and conditions.

Assuming completion by December 31, 2023, full assessment of the Minimum Improvements on January 1, 2024, and debt certification to the Auditor by the City prior to December 1, 2024, the Economic Development Grants shall commence on June 1, 2026, and end on June 1, 2030, pursuant to Section 403.19 of the Urban Renewal Act, under the following formula:

- June 1, 2026 100% of Tax Increments for Fiscal Year 2025-2026
- June 1, 2027 100% of Tax Increments for Fiscal Year 2026-2027
- June 1, 2028 100% of Tax Increments for Fiscal Year 2027-2028
- June 1, 2029 100% of Tax Increments for Fiscal Year 2028-2029
- June 1, 2030 100% of Tax Increments for Fiscal Year 2029-2030

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the CV Commercial, L.L.C., 2119 College Street TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

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The Parties recognize that the Minimum Improvements consist of the construction of an approximately 31,200 square foot commercial/residential mixed use building, with 47 onsite parking spaces, commercial space located on the first floor, and residential units located on the second through fifth floors. This will allow for increased commercial and retail business and the creation and retention of jobs. Construction costs are expected to be approximately \$5,000,000 (building only). **The increased assessed value after construction of the Minimum Improvements for the purpose of this Agreement is required to be at least \$512,010 (current building assessed valuation of \$312,010) (building only) for Developer to be eligible for Economic Development Grants,** and the Black Hawk County Assessor will make the final determination as to the value.

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2024. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2024, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increments to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than October 15 after the January 1 when the Minimum Improvements are first fully assessed.

The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

b. The obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon (a) compliance with the terms of this Agreement, including an assessment value of at least \$512,010 (for building value only); and (b) timely filing by Developer of the Annual Certification required under Section 6.7 hereof and the City Council's approval thereof. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the City Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which

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shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by December 31, 2023, and first full assessment on January 1, 2024, if Developer and the City each so certify in October 2024, the first Economic Development Grants would be paid to Developer on June 1, 2026 (for 100% of the Tax Increment for fiscal year 2025-2026). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for an Economic Development Grant.

In the event that the Annual Certification required to be delivered by the Developer under Section 6.7 is not delivered to the City by October 15 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

c. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed a total aggregate amount of \$593,937. This amount is calculated by using a maximum \$4,219,191 tax increment increase in the taxable valuation of the minimum improvements, divided by 1,000, and multiplied by the current FY21 effective TIF rate of \$28.15408 per \$1,000 valuation (in this instance, $\$4,219,191/1,000=4,219.19$ multiplied by $\$28.15408=\$118,787$ multiplied by 5 years= $\$593,937$). Economic Development Grants shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article VIII. Thereafter the taxes levied on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

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It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

d. In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

e. Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(c).

Section 8.2. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the CV Commercial, L.L.C., 2119 College Street TIF Account of the College Hill Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the CV Commercial, L.L.C., 2119 College Street TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to

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make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

c. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the CV Commercial, L.L.C., 2119 College Street TIF Account (regardless of the amounts thereof) to the payment of the corresponding Economic Development Grants to Developer as and to the extent described in this Article.

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Section 8.3. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the College Hill Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.4. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by it and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties

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against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

Execution Version

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Failure by Developer to comply with Sections 6.6, 6.7, 6.8, 6.9 or 6.10 of this Agreement.
- c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- d. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;
- e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- g. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90)

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days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; and

e. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at

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the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer understands and agrees that an amount equivalent to the City's costs and attorneys' fees associated with this Development Agreement shall be billed to and paid by the Developer following the approval of this Agreement by City Council, which amount shall be paid to the City by Developer no later than 30 days following request for payment by the City; and

b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payment due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their

Execution Version

designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Ryan Kriener, Manager, at 604 Clay Street, Cedar Falls, Iowa 50613;
- b. In the case of the City, is addressed to or delivered personally to the City at 220 Clay Street, Cedar Falls, IA 50613, Attn: Jennifer Rodenbeck, Director of Finance and Business Operations;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or

Execution Version

written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2030, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall reimburse the City for all costs of recording.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Signatures start on the next page]

Execution Version

CV Commercial, L.L.C.

By: _____
Ryan Kriener, Manager

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of July, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Kriener, to me personally known, who, being by me duly sworn, did say that he is the Manager of CV Commercial, L.L.C. and that said instrument was signed on behalf of said limited liability company; and that the said Ryan Kriener, as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lot No. 44, and the North 58.5 feet of the East 150 feet of Lot No. 45, and the West 81 feet of Lot No. 45, all in Auditor Rainbow's Plat Number 3, in the City of Cedar Falls, Black Hawk County, Iowa.

Locally known as 2119 College Street, Cedar Falls, Iowa.

Parcel # 8914-14-428-012, # 8914-14-428-014 and # 8914-14-428-015 (Black Hawk County)

EXHIBIT B

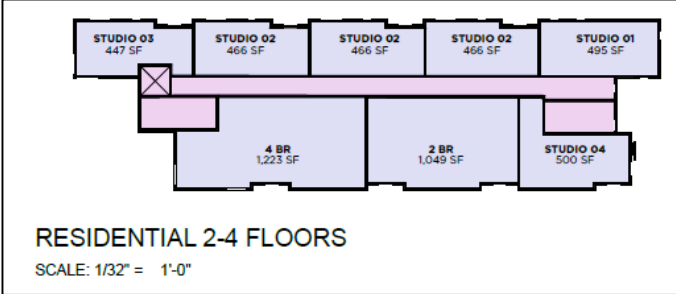
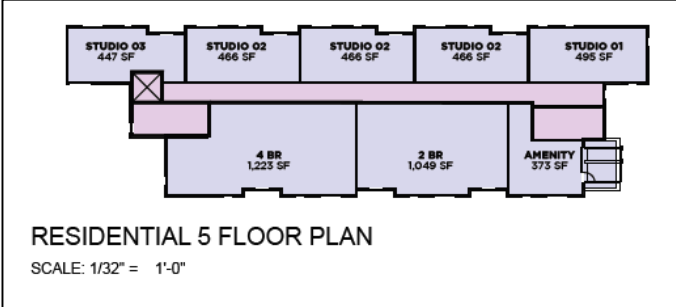
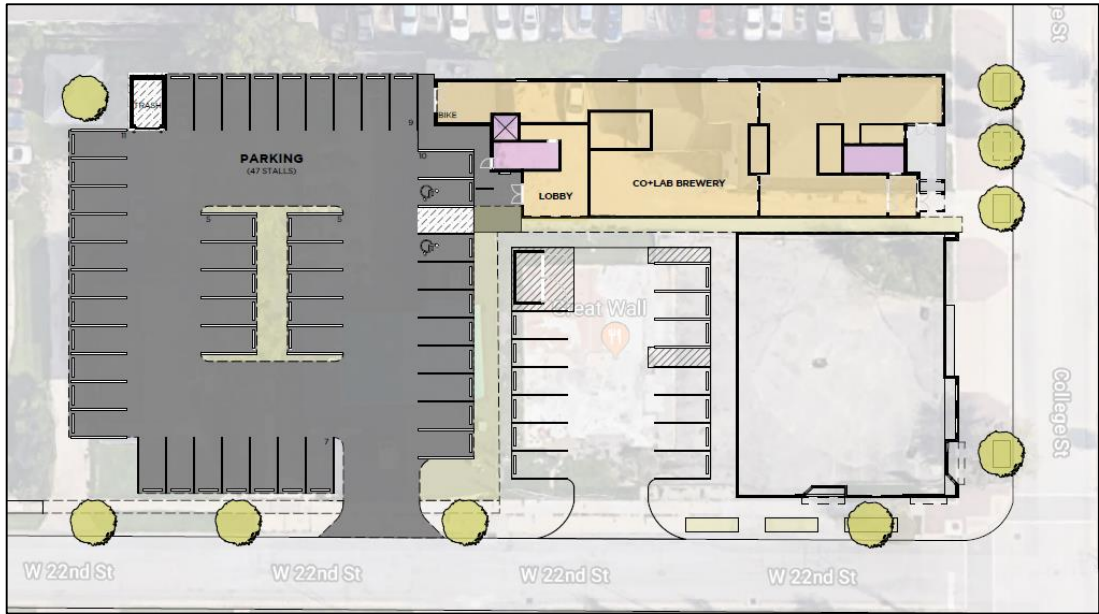
MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of a new 31,200 square foot five story commercial and residential mixed use building. This will allow for increased commercial and retail business and the creation and retention of jobs. The construction of the Minimum Improvements is expected to be completed in 2023. Construction costs are expected to be approximately \$5,000,000.



**2119 College Street
Proposed Elevations**

Execution Version



**2119 College Street
Proposed Floor Plan**

Execution Version

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Falls, Iowa (the "City") and CV Commercial, L.L.C., an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2021, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot No. 44, and the North 58.5 feet of the East 150 feet of Lot No. 45, and the West 81 feet of Lot No. 45, all in Auditor Rainbow's Plat Number 3, in the City of Cedar Falls, Black Hawk County, Iowa.

Locally known as 2119 College Street, Cedar Falls, Iowa.

Parcel # 8914-14-428-012, # 8914-14-428-014 and # 8914-14-428-015 (Black Hawk County)

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

Execution Version

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Cedar Falls, Iowa (the "City"), and CV Commercial, L.L.C., an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2021, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the College Hill Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the College Hill Urban Renewal Area.

The Development Property is described as follows:

Lot No. 44, and the North 58.5 feet of the East 150 feet of Lot No. 45, and the West 81 feet of Lot No. 45, all in Auditor Rainbow's Plat Number 3, in the City of Cedar Falls, Black Hawk County, Iowa.

Locally known as 2119 College Street, Cedar Falls, Iowa.

Parcel # 8914-14-428-012, # 8914-14-428-014 and # 8914-14-428-015 (Black Hawk County)

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2021 and terminates on December 31, 2030, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making

Execution Version

any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2021.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Execution Version

CV COMMERCIAL, L.L.C.

By: _____
Ryan Kriener, Manager

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Kriener, to me personally known, who, being by me duly sworn, did say that he is the Manager of CV Commercial, L.L.C., and that said instrument was signed on behalf of said company; and that the said Ryan Kriener, as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20___, at a full assessment value of \$ _____;

(iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20___ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____

(iv) the undersigned officers of Developer have re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, certify that the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this _____ day of _____, 20___.

CV Commercial, L.L.C.

By: _____
Ryan Kriener, Manager

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Kriener, to me personally known, who, being by me duly sworn, did say that he is the Manager of CV Commercial, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Ryan Kriener, as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

Attachments: (a) Proof of payment of taxes

Execution Version

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN AGREEMENT FOR PRIVATE
DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR
FALLS AND CV COMMERCIAL, L.L.C.

WHEREAS, by Resolution No. 17,348, adopted February 14, 2011, and amended by Amendment No. 1, approved by Resolution 21,832 on January 6, 2020, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the College Hill Urban Renewal Plan (the "Plan") for the College Hill Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from CV Commercial, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the College Hill Urban Renewal Area at 2119 College Street in Cedar Falls, Iowa as further defined and legally described in the Agreement and consisting of the construction of an approximately 31,200 square foot commercial/residential mixed use building on the Development Property, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of

\$593,937, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 19th day of July, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2021.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2021.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: July 14, 2021

SUBJECT: 2021 CDBG Sidewalk Infill Project
Project No. SW-000-3248
Public Hearing

Submitted within for City Council Approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 CDBG Sidewalk Infill Project.

This project shall consist of the construction of Portland Cement Concrete (PCC) sidewalks, minor grading, miscellaneous curb and gutter replacement, installation of pedestrian ramps and site restoration to meet the requirements of American with Disabilities Act (ADA).

The total estimated cost for the construction of this project is \$176,242.53. The project will be fully funded by a Community Development Block Grant.

The Engineering Division recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 CDBG Sidewalk Infill Project.

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

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	TUCSON DRIVE		WALNUT STREET		WEST 3RD STREET		TOT. QUANTITY	TOT. COSTS
				EST. QUANTITY	EXTENDED COSTS	EST. QUANTITY	EXTENDED COSTS	EST. QUANTITY	EXTENDED COSTS		
1	REMOVE SIDEWALK, P.C.C.	S.Y.	\$12.00	5	\$60.00	17.50	\$210.00	24.40	\$292.80	46.90	\$562.80
2	REMOVAL OF CURB & GUTTER, 2.5 FT. WIDTH	L.F.	\$11.00	47.33	\$520.63	50.50	\$555.50	80.00	\$880.00	177.83	\$1,956.13
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$50.00	830.3	\$41,515.00	282.50	\$14,125.00	409.20	\$20,460.00	1522.00	\$76,100.00
4	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$53.00	45	\$2,385.00	49.00	\$2,597.00	41.10	\$2,178.30	135.10	\$7,160.30
5	PLACE DETECTABLE WARNING PANELS	S.F.	\$34.00	46	\$1,564.00	60.00	\$2,040.00	80.00	\$2,720.00	186.00	\$6,324.00
6	PLACE CURB & GUTTER, 2.5 FT. WIDE, P.C.C., CLASS "C"	L.F.	\$28.00	47.33	\$1,325.24	50.50	\$1,414.00	80.00	\$2,240.00	177.83	\$4,979.24
7	CLASS 10 EXCAVATION	C.Y.	\$14.00	340.15	\$4,762.10	32.50	\$455.00	199.00	\$2,786.00	571.65	\$8,003.10
8	TOPSOIL, FURNISH AND SPREAD	C.Y.	\$35.00	220	\$7,700.00	46.30	\$1,620.50	94.90	\$3,321.50	361.20	\$12,642.00
9	SOD	S.F.	\$1.70	9147.8	\$15,551.26	2502.00	\$4,253.40	5124.00	\$8,710.80	16773.80	\$28,515.46
10	SURFACING, 1 INCH ROADSTONE	TONS	\$34.00	0	\$0.00	14.00	\$476.00	10.00	\$340.00	24.00	\$816.00
11	INTAKE SEDIMENT FILTER	L.F.	\$9.00	46	\$414.00	6.00	\$54.00	6.00	\$54.00	58.00	\$522.00
12	UNSTABLE MATERIAL, OVER EXCAVATION	C.Y.	\$25.00	10	\$250.00	5.00	\$125.00	5.00	\$125.00	20.00	\$500.00
13	CONCRETE STAIRS, TYPE A	S.F.	\$45.00	24.7	\$1,111.50	0.00	\$0.00	0.00	\$0.00	24.70	\$1,111.50
14	CLEARING AND GRUBBING	UNIT	\$75.00	290	\$21,750.00	0.00	\$0.00	0.00	\$0.00	290.00	\$21,750.00
15	TRAFFIC CONTROL	L.S.	\$4,500.00	0.33	\$1,500.00	0.33	\$1,500.00	0.33	\$1,500.00	1.00	\$4,500.00
16	CFU WORK (LIGHT POLE AND OH ELECTRIC)	EA	\$800.00	1	\$800.00	0.00	\$0.00	0.00	\$0.00	1.00	\$800.00
											\$176,242.53

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: July 14, 2021

SUBJECT: 2021 Sidewalk Repair and Infill Project
Project No. SW-000-3266
Public Hearing

Submitted within City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Sidewalk Repair and Infill Project.

This project shall consist of the construction and replacement of Portland Cement Concrete (PCC) sidewalks in various locations in the City, minor grading, miscellaneous curb and gutter replacement, replacement of pedestrian ramps and site restoration to meet the requirements of American with Disabilities Act (ADA).

The total estimated cost for the construction of this project is \$190,958.10. The project will be fully funded by the General Obligation Bonds.

The Engineering Division recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Sidewalk Repair and Infill Project.

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

**2021 PUBLIC SIDEWALK REPAIR
AND INFILL PROJECT
CITY PROJECT NO. RC - 000 - 3266
PRELIMINARY ESTIMATE OF COSTS
AND QUANTITIES
February 25, 2021**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	REMOVAL OF SIDEWALK	S.Y.	\$6.00	398.8	\$2,392.80
2	REMOVAL OF CURB & GUTTER, 2.0' WIDE (L.F.)	L.F.	\$20.00	55.0	\$1,100.00
3	REMOVAL OF DRIVEWAY (S.Y.)	S.Y.	\$20.00	43.0	\$860.00
4	SIDEWALK, PCC, 4" (S.Y.)	S.Y.	\$50.00	1385.0	\$69,250.00
5	SIDEWALK RAMP, PCC, 6" (S.Y.)	S.Y.	\$60.00	217.8	\$13,068.00
6	DETECTABLE WARNING (S.F.)	S.F.	\$50.00	316.0	\$15,800.00
7	CURB & GUTTER, 2.0' WIDE (L.F.)	L.F.	\$40.00	55.0	\$2,200.00
8	DRIVEWAY, PCC, 6" (S.Y.)	S.Y.	\$50.00	43.0	\$2,150.00
9	EXCAVATION, CLASS 10 (C.Y.)	C.Y.	\$27.00	265.90	\$7,179.30
10	TOPSOIL, FURNISH & SPREAD (C.Y.)	C.Y.	\$75.00	358.80	\$26,910.00
11	HYDRAULIC SEEDING, FERTILZER, & MULCH (S.F.)	S.F.	\$1.00	19348.0	\$19,348.00
12	INTAKE SEDIMENT FILTER (L.F.)	L.F.	\$175.00	84.0	\$14,700.00
13	REMOVAL OF EXISTING SIGNAL (L.S.)	L.S.	\$5,000.00	1.0	\$5,000.00
14	RRFB PEDESTRIAN SYSTEM (L.S.)	L.S.	\$5,000.00	1.0	\$5,000.00
15	UNSUITABLE MATERIAL (C.Y.)	C.Y.	\$20.00	50.00	\$1,000.00
16	TRAFFIC CONTROL (L.S.)	L.S.	\$5,000.00	1.00	\$5,000.00
TOTAL PROJECT ESTIMATE					\$190,958.10

**DEPARTMENT OF PUBLIC WORKS**

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www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: July 14, 2021

SUBJECT: 2021 Sidewalk Assessment Project – Zone 4
SW-000-3237
Public Hearing

Submitted within for City Council Approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Sidewalk Assessment Project – Zone 4.

This project involves the replacement of deficient sidewalk adjacent to various property owners. The project will replace the deficient sidewalk for the adjacent property owner and assess the cost of replacement to the property owner.

Once the replacement has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice of bill in the mail to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner fails to pay the bill in 30 days, the cost of replacement will be applied to the property owners' property taxes.

The total estimated cost for the construction of this project is \$62,813.08.

The Engineering Division recommends approving the Plans, Specifications and Estimate of Costs and Quantities for the 2021 Sidewalk Assessment Project – Zone 4.

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

BID TABULATION

**2021 SIDEWALK ASSESSMENT PROJECT
CITY PROJECT NO. SW - 000 - 3237**

Base Bid

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	REMOVE SIDEWALK, P.C.C.	S.Y.	\$20.00	687.0	\$13,739.33
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$55.00	573.5	\$31,544.94
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$54.00	113.42	\$6,124.80
4	TOPSOIL, FURNISH AND SPREAD	S.F.	\$80.00	49.90	\$3,992.00
5	SEEDING, FERTILIZING AND MULCHING	S.F.	\$1.00	2412.0	\$2,412.00
6	TRAFFIC CONTROL	L.S.	\$5,000.00	1.0	\$5,000.00

TOTAL PROJECT ESTIMATE **\$62,813.08**



DEPARTMENT OF PUBLIC WORKS

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MEMORANDUM Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: July 14th, 2021

SUBJECT: 2021 Permeable Alley Project
 Project No. RC-000-3252
 Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Permeable Alley Project.

This project involves the installation of one full permeable alley and one concrete alley. Work shall include a combination of excavation and backfill of the alley areas; removal of driveway and sidewalk; subdrain; removal and replacement of PCC curb and gutter; placement of storage and filter aggregate; permeable interlocking clay brick paver installation; seeding; and concrete or gravel driveway replacement.

The alleys are prioritized based on a number of factors including Operation and Maintenance priority, age, trash pickup, active public concern, slope, drainage area and proximity to existing storm sewer infrastructure.

The total estimated cost for the construction of this project is \$107,175.00. The project will be funded by Street Construction Fund (SCF) and Storm Water Bond (STB) funding sources.

The Engineering Division recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Permeable Alley Project.

xc: Chase Schrage, Director of Public Works

**2021 PERMEABLE ALLEY PROJECT
CITY PROJECT NO. ST-000-3252
PAVERS / P.C.C. PAVING / STORM SEWER
Estimate of Probable Cost**

ITEM NO.	ITEM DESCRIPTION	UNITS	12TH -13TH & WASHINGTON -MAIN	9TH - 10TH & MAIN -STATE	TOTAL ESTIMATE D QUANTITY	UNIT PRICE	EXTENDED PRICE
1	TOPSOIL, FURNISH & SPREAD	CY	5.0	7.0	12.0	\$50.00	\$600.00
2	EXCAVATION, CLASS 10, ROADWAY WASTE	CY	179.0	60.0	239.0	\$15.00	\$3,585.00
3	MODIFIED SUBBASE 12"	SY	0.0	180.0	180.0	\$18.00	\$3,240.00
4	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	2.0	0.0	2.0	\$500.00	\$1,000.00
5	VALVE EXTENSION	EACH	0.0	0.0	0.0	\$175.00	\$0.00
6	7" CURB & GUTTER, P.C.C., 2.5' WIDE	LF	26.0	25.0	51.0	\$50.00	\$2,550.00
7	7" CURB & GUTTER, P.C.C., 5' WIDE	LF	30.0	0.0	30.0	\$100.00	\$3,000.00
8	REMOVAL OF DRIVEWAY	SY	49.0	30.0	79.0	\$10.00	\$790.00
9	REMOVAL OF SIDEWALK	SY	33.0	14.0	47.0	\$10.00	\$470.00
10	SIDEWALK, 6" P.C.C.	SY	33.0	14.0	47.0	\$90.00	\$4,230.00
11	DRIVEWAY, 6" P.C.C.	SY	95.0	30.0	125.0	\$80.00	\$10,000.00
12	DRIVEWAY, GRANULAR, 1" ROADSTONE	SY	19.0	21.0	40.0	\$10.00	\$400.00
13	REMOVAL OF CURB &GUTTER	LF	56.0	25.0	81.0	\$10.00	\$810.00
14	ENGINEERING FABRIC	SY	476.0	0.0	476.0	\$5.00	\$2,380.00
15	SUBDRAIN, 6" PLASTIC PERFORATED	L.F.	280.0	0.0	280.0	\$13.00	\$3,640.00
16	SUBDRAIN, 8" PLASTIC PERFORATED	LF	0.0	0.0	0.0	\$15.00	\$0.00
17	STORAGE AGGREGATE, 8"	SY	358.0	0.0	358.0	\$15.00	\$5,370.00
18	FILTER AGGREGATE, 4"	SY	358.0	0.0	358.0	\$10.00	\$3,580.00
19	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SF	1,040.0	0.0	1,040.0	\$12.00	\$12,480.00
20	6" P.C.C. PAVEMENT	SY	0.0	180.0	180.0	\$60.00	\$10,800.00
22	P.C.C. EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	SY	242.0	0.0	242.0	\$65.00	\$15,730.00
21	TRAFFIC CONTROL	LS	0.5	0.5	1.0	\$5,000.00	\$5,000.00
22	HYDRAULIC SEEDING	SF	111.0	193.0	304.0	\$2.00	\$608.00
23	WATTLE, STRAW, 9"	LF	1.0	1.0	2.0	\$6.00	\$12.00
24	INLET PROTECTION DEVICE	EACH	1.0	1.0	2.0	\$350.00	\$700.00
25	INLET PROTECTION DEVICE, MAINTENANCE	EACH	1.0	1.0	2.0	\$100.00	\$200.00
26	MOBILIZATION	LS	0.6	0.4	1.0	\$15,000.00	\$15,000.00
27	PATCH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	0.0	5.0	5.0	\$200.00	\$1,000.00
28	INTAKE, SINGLE FLAT	EACH	0.0	0.0	0.0	\$5,500.00	\$0.00
29	INTAKE, TYPE B	EACH	0.0	0.0	0.0	\$5,500.00	\$0.00

12TH-13TH & WASHINGTON TO N. MAIN COST: I	\$62,567.00
9TH - 10TH & MAIN -STATE ESTIMATED COST :	\$22,486.00
TOTAL PRELIMINARY ESTIMATE OF COST TOTAL :	<u>\$107,175.00</u>

**DEPARTMENT OF PUBLIC WORKS**

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MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 1, 2021

SUBJECT: Updates to City Code Section 23-300
Lawful Speed Limits Established
Viking Road

After the completion of the newly designed and constructed portion of Viking Road at Highway 58, the intended speed limit through the updated corridor from Hudson Road to Prairie Parkway is 35 mph. Now that construction has been completed by the Iowa Department of Transportation and their contractor, the posted speed on Viking Road will need to be updated from Prairie Parkway to Hudson Road. The existing corridor West of Prairie Parkway will remain as currently posted at 45 mph.

The Engineering Division is proposing changes to City Code Section 23-300, *Lawful Speed Limits Established*, to align the code to match what has been designed and constructed. Please see the attached redline changes for City Code Section 23-300, *Lawful Speed Limits Established*.

The Engineering Division recommends approval of setting the speed limit to 35 mph on Viking Road from Prairie Parkway to the West City Limits and setting the speed limit to 45 mph on Viking Road from Cedar Heights to Prairie Parkway.

If you have any questions or concerns, please feel free to ask.

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

Prepared By: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 268-5161

ORDINANCE NO. 2992

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT ON VIKING ROAD AS 35 MILES PER HOUR FROM THE WEST CITY LIMITS TO PRAIRIE PARKWAY AND 45 MILES PER HOUR FROM PRAIRIE PARKWAY TO CEDAR HEIGHTS DRIVE, IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY REPEALING SUBSECTION 10(U), AND ENACTING A NEW SUBSECTION 10(U) IN LIEU THEREOF; AND REPEALING SUBSECTION 12(U) AND ENACTING A NEW SUBSECTION (12)(U) IN LIEU THEREOF.

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

Section 1. Subsection 10(u) and Subsection 12(u) of Section 23-300, Lawful speed limits established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby amended by repealing said Subsections in their entirety and enacting in lieu thereof new Subsections 10(u) and 12(u), as follows:

Sec. 23-300. - Lawful speed limits established.

Unless otherwise provided by this chapter or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

[unchanged provisions omitted]

(10) *35 miles per hour.* 35 miles per hour on any of the following streets as indicated:

[unchanged provisions omitted]

- u. Viking Road, from its intersection with the west line of Prairie Parkway west to the west city limits.

[unchanged provisions omitted]

(12) *45 miles per hour.* 45 miles per hour on the following streets as indicated:

[unchanged provisions omitted]

- u. Viking Road, from the east line of Prairie Parkway east to its intersection with Cedar Heights Drive.

[unchanged provisions omitted]

INTRODUCED: _____ July 6, 2021 _____

PASSED 1st CONSIDERATION: _____ July 6, 2021 _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Sec. 23-300. Lawful speed limits established.

Unless otherwise provided by this division or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

- (1) *Parks, cemeteries and alleys.* 15 miles per hour in any park, cemetery or public alley.
- (2) *Business districts.* 20 miles per hour in any business district.
- (3) *Industrial districts.* 25 miles per hour in any industrial district.
- (4) *Residence districts; school districts.* 25 miles per hour in any residence or school district.
- (5) *Suburban districts.* 45 miles per hour in any suburban district.
- (6) *Fifteen miles per hour.* 15 miles per hour on the following streets as indicated:
 - a. Clay Street, from West Third Street north to West Second Street.
 - b. Pheasant Drive, for a distance of 210 feet east of the centerline of the jog in Pheasant Drive and for a distance of 200 feet west of the centerline of the jog in Pheasant Drive.
- (7) *Twenty miles per hour.* 20 miles per hour on the following streets as indicated:

Waterloo Road, from its intersection with 14th Street northwesterly to the intersection of Bluff Street and East 13th Street.
- (8) *Twenty-five miles per hour.* 25 miles per hour on the following streets as indicated:
 - a. 27th Street (West), from its intersection with Hudson Road west a distance of 1,800 feet.
 - b. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive west to the west end of the street.
 - c. Center Street, from its intersection with First Street to a point 300 feet north of First Street.
 - d. Center Street, from a point 200 feet south of its intersection with Green Avenue north to a point 200 feet north of its intersection with Lantz Avenue.
 - e. Chancellor Drive, from Viking Road south to Ridgeway Avenue.
 - f. Cottage Row Road, from Center Street south to a point 800 feet west of the south end of the Snag Creek Bridge.
 - g. Technology Parkway, from Hudson Road east to Chancellor Drive.
 - h. Wal-Mart Drive, from Brandilynn Boulevard south to Viking Road.
 - i. Westminster Drive, from Viking Road north and east to Nordic Drive.
- (9) *30 miles per hour.* 30 miles per hour on the following streets as indicated:
 - a. First Street (East) eastbound, from Main Street east to a point 850 feet east of Main Street.
 - b. First Street (East) westbound, from a point 520 feet east of Main Street west to Main Street.
 - c. First Street (West), from Main Street west to Highland Drive.
 - d. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive east to the east end of the street.
 - e. Main Street (South), from University Avenue south to Orchard Drive.
 - f. Prairie Parkway, from Brandilynn Boulevard south to Viking Road.
 - g. Winterberry Drive, from Brandilynn Boulevard south to Viking Road.

- (10) *35 miles per hour.* 35 miles per hour on any of the following streets as indicated:
- a. 12th Street (West), from a point 425 feet west of the Carriage Lane intersection with West 12th Street to a point 125 feet west of the intersection of Barnett Drive with West 12th Street.
 - b. 18th Street (East), from Main Street to Waterloo Road.
 - c. 27th Street (West), from a point 1,800 feet west of Hudson Road west to a point 4,000 feet west of Hudson Road.
 - d. Big Woods Road, from Lake Street north to the north city limits.
 - e. Cedar Heights Drive, from its intersection with University Avenue to a point 1,200 feet south of University Avenue.
 - f. Center Street, from a point 300 feet north of First Street north to a point 200 feet south of its intersection with Green Avenue, and from a point 200 feet north of its intersection with Lantz Avenue north to the north city limits.
 - g. Cottage Row Road, from 800 feet west of the south end of the Snag Creek Bridge west to the end of said road.
 - h. Dunkerton Road, from its intersection with Center Street east to its intersection with U. S. Highway 218.
 - i. Greenhill Road, from Hudson Road west and north to West 27th Street.
 - j. Hudson Road, from its intersection with the south line of University Avenue north to its intersection with First Street.
 - k. Independence Avenue, from Lincoln Street north to Big Woods Road.
 - l. Lake Street, from a point 600 feet east of Central Avenue east to U.S. Highway 218.
 - m. Lincoln Street, from its intersection with Jefferson Street east to its intersection with Vermont Street.
 - n. Lone Tree Road, from its intersection with Ford Road to Center Street.
 - o. Main Street, from 13th Street to University Avenue, inclusive.
 - p. Main Street (South), from Orchard Drive south to the end of the street.
 - q. Production Drive, from Viking Road west and south to Technology Parkway.
 - r. Rainbow Drive, from its intersection with Waterloo Road east to the city limits.
 - s. Technology Parkway, from Hudson Road west to the west end of the street.
 - t. University Avenue, from Hudson Road east to the east city limits.
 - u. Viking Road, from its intersection with the west line of ~~Hudson Road~~ *Prairie Parkway* west to the west city limits.
 - v. Waterloo Road, from its intersection with East 14th Street southeasterly to its intersection of University Avenue.
 - w. Ridgeway Avenue, from Hudson Road east to Iowa Highway 58.
- (11) *40 miles per hour.* 40 miles per hour on the following streets as indicated:
Reserved.
- (12) *45 miles per hour.* 45 miles per hour on the following streets as indicated:

- a. First Street (East) eastbound, from a point 850 feet east of Main Street to a point 1,520 feet east of Main Street.
 - b. First Street (East) westbound, from a point 1,200 feet east of Main Street west to a point 520 feet east of Main Street.
 - c. First Street (West), from Highland Drive west to a point 340 feet west of Lake Ridge Drive.
 - d. 12th Street (West), from a point 125 feet west of the intersection of Barnett Drive with West 12th Street to the west city limits.
 - e. 27th Street (West), from a point 4,000 feet west of Hudson Road west to the west city limits.
 - f. Cedar Heights Drive, from a point 1,200 feet south of University Avenue south to the city limits.
 - g. Center Street, from a point 300 feet north of First Street to Cottage Row Road.
 - h. Dunkerton Road, from its intersection with U. S. Highway 218 east to the east city limits.
 - i. Fitkin Road, from its intersection with Ford Road to Center Street.
 - j. Ford Road, from its intersection with Fitkin Road south to Lone Tree Road.
 - k. Greenhill Road, from its intersection with Hudson Road to the east city limits.
 - l. Hudson Road, from its intersection with the south line of University Avenue south to the south city limits.
 - m. Iowa Highway 58, from its intersection with Ridgeway Avenue south to the south city limits.
 - n. Lake Street, from U.S. Highway 218 east to the east city limits.
 - o. Leverage Road (West half), from a point one-quarter mile north of Lincoln Street to the north city limits.
 - p. Lincoln Street, from its intersection with Vermont Street easterly to the city limits.
 - q. Lone Tree Road, from its intersection with Center Street to Leverage Road.
 - r. Main Street (South), from Viking Road south to the city limits.
 - s. Ridgeway Avenue, from Hudson Road west to the western city limits.
 - t. Union Road, from the south city limits to West 1st Street.
 - u. Viking Road, from ~~the east city limits to the east line of Hudson Road~~ *line of Prairie Parkway east to its intersection with Cedar Heights Drive.*
 - v. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.
- (13) *50 miles per hour.* 50 miles per hour on the following streets and/or highways as indicated:
- a. First Street (West), from a point 340 feet west of Lake Ridge Drive west to Union Road.
 - b. Union Road, from West First Street north to the north city limits.
- (14) *55 miles per hour.* 55 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East) eastbound, from a point 1,520 feet east of Main Street east to a point 700 feet east of the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass.

- b. First Street (East) westbound, from a point 600 feet west of the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass west to a point 1,200 feet east of Main Street.
 - c. First Street (West), from Union Road west to the west city limits.
 - d. Iowa Highway 58, from a point 1,300 feet north of its intersection with Greenhill Road south to its intersection with Ridgeway Avenue.
 - e. University Avenue, from a point 3,100 feet west of its intersection with Hudson Road to the west city limits.
- (15) *60 miles per hour.* 60 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East), from its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass east a distance of 700 feet.
 - b. Iowa Highway 58, from its intersection with First Street south to a point 1,300 feet north of its intersection with Greenhill Road.
 - c. U.S. Highway 218 southbound, from a point 2,000 feet north of its intersection with Lincoln Street south to its intersection with First Street.
 - d. U.S. Highway 218 northbound, from its intersection with First Street north to a point 410 feet north of its intersection with Lincoln Street.
- (16) *65 miles per hour.* 65 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East) eastbound, from a point 700 feet east of its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass east to the east city limits.
 - b. First Street (East) westbound, from the east city limits west to a point 600 feet east of its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass.
 - c. U.S. Highway 218 southbound, from the north city limits south to a point 2,000 feet north of its intersection with Lincoln Street.
 - d. U.S. Highway 218 northbound, from a point 410 feet north of its intersection with Lincoln Street north to the north city limits.

(Code 2017, § 26-207; Ord. No. 1935, §§ 2, 3, 2-25-1991; Ord. No. 1981, §§ 1—5, 7-13-1992; Ord. No. 1982, § 1, 7-13-1992; Ord. No. 2002, §§ 1, 2, 1-11-1993; Ord. No. 2005, §§ 1, 2, 2-22-1993; Ord. No. 2116, §§ 2, 3, 9-11-1995; Ord. No. 2199, § 1, 8-11-1997; Ord. No. 2238, §§ 1, 2, 6-22-1998; Ord. No. 2244, § 2, 10-12-1998; Ord. No. 2314, §§ 1, 2, 11-13-2000; Ord. No. 2315, §§ 1—5, 11-13-2000; Ord. No. 2325, §§ 1—3, 2-12-2001; Ord. No. 2358, §§ 1—3, 11-26-2001; Ord. No. 2402, §§ 1, 2, 11-25-2002; Ord. No. 2403, §§ 1, 2, 11-25-2002; Ord. No. 2440, §§ 1, 2, 7-14-2003; Ord. No. 2451, §§ 1—3, 9-22-2003; Ord. No. 2543, §§ 1, 2, 8-22-2005; Ord. No. 2589, §§ 1—6, 7-10-2006; Ord. No. 2601, §§ 1, 2, 9-25-2006; Ord. No. 2704, §§ 1—3, 2-22-2010; Ord. No. 2732, § 1, 2-28-2011; Ord. No. 2767, §§ 1—4, 6-11-2012; Ord. No. 2772, §§ 1, 2, 7-23-2012; Ord. No. 2835, §§ 1, 2, 2-2-2015; Ord. No. 2898, §§ 1, 2, 3-20-2017; Ord. No. 2917, §§ 1, 2, 2-19-2018; Ord. No. 2927, 6-18-2018; Ord. No. 2957, §§ 1—3, 11-4-2019)



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

Item 10.

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: July 14, 2021
SUBJECT: Reappointment of Ms. Phyllis Carter to Community Center & Senior Services Board
REF: (a) Code of Ordinances, City of Cedar Falls §17-331 (Community Center and Senior Services Board Membership)

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Ms. Phyllis Carter to the Community Center and Senior Services Board for a three-year term ending on June 30, 2024.
2. Ms. Carter has faithfully and thoughtfully carried out her role as a board member, and has been recommended by staff for this reappointment.

Xc: City Administrator
Director, Finance and Business Operations
Library Director

###



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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Item 10.

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: May 28, 2021
SUBJECT: Appointment of Ms. Crystal Ford as Civil Service Commissioner
REF: (a) Code of Ordinances, City of Cedar Falls §2-306: Civil Service Commission

1. In accordance with reference (a), I hereby nominate Ms. Crystal Ford for appointment to the Civil Service Commission to fill the vacancy of a term ending 4/4/2022.
2. As you can see from her application, Ms. Ford brings a wealth of professional human relations and personnel management experience to the Civil Service Commission. The City of Cedar Falls will be fortunate to benefit from her extensive expertise.
3. I especially wish to thank the Selection Panel, consisting of Mayor Pro Tem Simon Harding and Commissioner John Clopton, and city staff members Toni Babcock and Brenda Balvanz, for their excellent work to ensure a fair and unbiased selection process.

Encl: (1) Ms. Crystal Ford General Application and Candidate Questionnaire

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

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Item 10.

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Crystal** **L** **Ford** Gender: **F** Date: **4/6/2021**
First MI Last

Home Address: **2001 Richard Road, CF, IA 50613** Home Phone:

Work Address: **100 E. Park Ave, Ste 300, Waterloo, IA 50703** Work Phone: **319-296-7882**

E-mail Address: Cell Phone: **319-290-8197**

Employer: **BerganKDV** Position/Occupation: **Market Leader**

If Cedar Falls resident, length of residency: **38.5 Years** City Ward: **Ward 2** I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

COMMUNITY INVOLVEMENT: Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

Board President- Community Main Street CF- Present | Iowa Women's Foundation- Board Member- Present| Iowa College Student Aid Commission- Commissioner- 2009-2017 | Visiting Nurses Association- Board President- 2014-2016 | Cedar Valley SHRM- Board President 2013, College Relations Board Role- 2009-2011, Member- 2004- Present |

QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

Over 16 years of Human Resource experience, Personnel Committee for the Iowa College Student Aid Commission (Experience assisting with HR needs as a Commissioner. Appointed by Gov. Culver/Re-Appointed by Gov Branstad), Human Resource consultant, National SHRM Member

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

As a lifelong resident of Cedar Falls, I have a strong passion for our City. I would be extremely honored to help in this capacity and utilize my strong Human Resource background. I thoroughly enjoyed my prior Commissioner experience with the State of Iowa would love to help at the local level.

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

BerganKDV has a proposal submitted to the City of Cedar Falls to conduct their Audit. I do not have a conflict of interest unless our Audit proposal is selected.

CRYSTAL FORD

2001 Richard Road, Cedar Falls, Iowa 50613
 (319)290-8197
 CrystalFord50613@gmail.com

... Corporate Operations... Budget Management... Human Resources... Marketing...

Proven successful management history of large-scale operations, ability to enhance team performance, & motivate others to reach success. Over 15 years of experience in the field of Management & Operations. Worked in the training & motivation realm at the local, state, & national level to audiences ranging from 10 to 5,000 individuals. Extensive Human Resources experience & restructuring company compliance programs. Broad employee management experience from private, public, & state organizations. Outstanding project management ability. Development, managed, & maintained multi-million-dollar budgets in sectors ranging from private, non-profits, & state fiscal budgets.

PROFESSIONAL EXPERIENCE:

Market Leader

BerganKDV, Waterloo, Iowa

October 2018- Present

- Manage all operations for the Firm's Cedar Valley location containing 80 employees
- Direct supervisor to local Shareholder Group
- Responsible for growth and retention of Firm clients
- Recruit, interview, hire local staff
- Conduct all local Human Resource functions in coordination with corporate HR team
- Responsible for budget creation & management of multi-million-dollar P&L
- Director of engagement activities
- Serves on the Firm's 401k Fiduciary Committee
- Recipient of BerganKDV's Core Value Award- Passionate- 2020

Director of Hospitality

DB Hospitality (Barmuda Companies), Cedar Falls, Iowa

October 2017- October 2018

- Responsible for opening 2 open-to-the-public restaurants, a pub, & a 400-person event center.
- Designed spaces, bid furniture, worked within budgetary guidelines for all smallware's orders, created order lists, & managed through procurement. Managed and led project from construction through to completion.
- Started as a staff of 1 & grew the team to over 100 team members ultimately responsible for the management of the team.
- Created all policies, procedures, & daily processes for all restaurants, pub, & event management team.
- Responsible for marketing plans, budget, logo creation, and sales results. Drove increased sales in all divisions.
- Responsible for the P&L of the Jorgensen Plaza Hospitality division & all cash handling.
- Responsible for all aspects of service to community guests & residents to continually grow service standards.
- Develop vendor relations, work with top level clients, create menus/ profitable product mixes, & all other functions of operations.

President

Barmuda Companies, Cedar Falls, Iowa

January 2016- October 2017

- Managed all business operations for the Owner/ CEO of an 18 million dollar generating company with 400-500 employees with 11 different locations.
- Directly managed: Accounting Department, Marketing Team, Operations of Venues, Maintenance/ Construction Team, Human Resources, Distribution, and Administrative personnel.
- Responsible for all company legal needs: DRAM claims, GL claims, contracts, legal concerns, & building leases/ renewals.
- Managed company financials including 11 individual P&L's, company roll-ups, projections, & weekly payables.
- Provided all Human Resource company oversight: Hiring, screening, onboarding, compliance, terminations, unemployment & day-today guidance.
- Conducted all Human Resource recruiting efforts, campaigns, & procedures.
- Managed all personnel process, documents & reviews.

CRYSTAL FORD

2001 Richard Road, Cedar Falls, Iowa 50613
(319)290-8197
CrystalFord50613@gmail.com

- Conducted all Human Resource investigations.
- Managed company insurance needs: Employee benefit onboarding, open enrollment, report of injury, renewals, & ACA compliance reporting.
- Performed project management functions for company projects, renovations, & upgrades.
- Managed all vendor relations.
- Monitoring of Labor, COGS, place costings, & other venue metrics.
- Lead Barmuda Cares charitable division.
- Directly lead & executed marketing campaigns including commercial/ radio development, graphic design elements, social media presence, email, & direct mail marketing.
- Managed the company wide Rewards Program continually developing value-add, offers, & ways to engage members.
- Managed all review sites, responses, and content: Yelp, Trip Advisor, Facebook, Rewards Network.
- Executed large scale events for Barmuda's event center: event planning, payments, sales, coordinating kitchen needs/ menus, staffing events, managing timeline of daily events.
- Negotiated, created, & developed the DB Hospitality agreement for the Jorgensen Plaza Project with Western Home Communities.

Director of Campus Operations

Kaplan University, Cedar Falls, Iowa

2014- 2016

- Responsible for the day-to-day management of the Cedar Falls Campus
- Supervisor of 25+ employees
- Human Resource official for the campus including: Talent recruitment & strategies, interviewing & screening, application/ background check process, onboarding, training & development, & employee retention.
- Responsible for the strategic planning, goal setting for departments, motivating all departments managers & their team members.
- Facilitator of campus compliance efforts, maintenance, & initiatives at a local, state, & federal level.
- Group Campus Lead- Work Study Employment point person for 15 group campuses. Tasks included managing, recruiting, screening, offer letters, negotiations, onboarding, & training plans.
- Managed & processed payroll for the campuses.
- Directly supervised: Admissions Department, Career Services, Financial Aid, Business Office, Administrative Support, and Facility needs.
- Screened, cleared, & managed all legal contracts & legal needs.
- Responsible for the multi-million-dollar campus P&L, budgeting, reforecasting, & expense control.
- Campus Project Lead- Transitioning from Managed Self-Serve to new Workday ATS System.
- Responsible for the life cycle of a positive student experience.
- Responsible for campus Strategic Plans & Employee Engagement.
- Managed all building & facility needs including contractors, subcontractors, & service providers.
- Campus ADA Compliance Coordinator
- Managed all KU- Cedar Falls Social Media presence.

Director of Career Services

Kaplan University, Cedar Falls, Iowa

2006- 2014

- Served as the Director of Career Services for 1 ½ years at the Mason City Campus while still successfully managing Cedar Falls operations.
- Provided campus Human Resources support & guidance
- Responsible for recruiting, screening, interviewing, onboarding, & creating training plans for Federal Work Study Employees.
- Exceeded yearly employment goals- Employed/ Verified- All years in this role

CRYSTAL FORD

2001 Richard Road, Cedar Falls, Iowa 50613
 (319)290-8197
 CrystalFord50613@gmail.com

- Established new company record for employment- 97% Employed Verified- 2009
- Ranked #1 in Employment for all of Kaplan for 13 consecutive months.
- Kaplan University Director of the Year- 2008, 2011, 2012
- Spirit of Kaplan University Award- Cedar Falls Campus- 2014
- Managed daily operations, budgets, & employees on both the Cedar Falls & Mason City Campuses.
- Proven ability to plan, administer, & manage departments to successful outcomes.
- Ensure legal documents & insurance coverage for all Internship & Practicum sites.
- Managed department & trained staff in job functions, product knowledge, & effective teambuilding.
- Created, implemented, & managed alumni association and events.
- Managed & developed departmental budget & fiscal monitoring.
- Assisted Campus President with budgeting, forecasting, expense control, & other functions of the Campus's entire P&L.
- Conducted payroll for direct reports & adjunct instructors.
- Recruited, hired, and managed staff of 24 employees including full-time & Work Study Employees.
- Developed & delivered trainings, coursework, & educational programming to students and community members.
- Instructed college level courses: 2006-2011
- Campus ADA Compliance Coordinator

Vice Chair- Commissioner

- Iowa College Student Aid Commission, Des Moines, Iowa 2009- 2017
- Appointed to the board position by Iowa Governor, Chet Culver: Re-Appointed by Governor Terry Branstad.
 - Regulated, approved, & managed all aspects of the Commission: Served on the Commission's Audit & Finance Committee
 - Provided guidance & approval to financial statements & assisted in state budgeting process for multi-million-dollar P&L.
 - Worked closely with Iowa Legislators & other government officials.
 - Advised on personnel situations & served on the hiring committees.
 - Assisted in the process of selling the ICSAC's loan portfolio.
 - Facilitated education, planning, & resources to lowans to prepare for post-secondary education.

Senior Admissions Representative

- Hamilton College, Cedar Falls, Iowa 2004-2006
- Achieved highest honor of President's Club Gold Status
 - Ranked 11th out of 466 Admissions Representatives nationwide- Started 157 students in 2005
 - Assisted in management of team members & trained representatives on recruiting
 - Recruited & interviewed potential students and employees.

Recruitment Specialist Intern

- Sedona Staffing Services, Cedar Falls, Iowa 2004
- Interviewed employment candidates & other staffing duties
 - Background checks, payroll, conducted safety trainings for new hires.

VOLUNTEER EXPERIENCE & HONORS

- Board President- Cedar Falls Community Main Street- Current
- Board Member & Executive Committee Member- Iowa Women's Foundation- 2020- Current
- Guest Panel Speaker- HER Women in Leadership Event- 2019
- Board President- Visiting Nurses Association of Black Hawk County- 2012-2016
- Board President- Cedar Valley Society for Human Resource Managers- 2013 President, 2014 Past President

CRYSTAL FORD

2001 Richard Road, Cedar Falls, Iowa 50613
 (319)290-8197
 CrystalFord50613@gmail.com

- College Relations Board Role- Cedar Valley Society for Human Resource Managers- 2009-2011
- Nationally Certified Community Educator- SAVE Program
- Spoke on Capital Hill on behalf of Suicide Prevention
- Successfully Lobbied Governor Vilsack for a Statewide Suicide Prevention Week in September
- Represented SAVE in San Francisco at the American Psychiatric Association's Annual Meeting
- Recipient of the Miss Iowa Community Service Award- 2003
- Miss America Certified Judge & Volunteer

ORGANIZATIONAL MEMBERSHIPS

- Iowa Restaurant Association- Member
- Recipient of the Cedar Valley's '20 Under 40' Professional Recognition Award- 2009
- Grow Cedar Valley- Member
- Society for Human Resource Managers- Member
- College Career Professionals of Iowa- Member
- Cedar Valley Employment Counsel of Iowa- Member
- Employer Development Network- Member

SPECIAL SKILLS

- Trained & Certified through Action Selling
- Nationally trained by Don Brun, Creator of Commitment-Based Selling & Placement
- Experienced working and reporting through accreditation agencies: HLC, IBON, MAERB, CAAHEP
- Iowa Coaching Certification: 2001

EDUCATIONAL

Master of Science in Management Degree: Project Management

2010

Kaplan University, Chicago, Illinois

- Cumulative GPA- 4.0
- Graduated Summa Cum Laude; Alpha Beta Kappa Honor Society

Bachelor of Science Degree: Business Administration

2005

Bachelor of Science Degree: Applied Management

2004

Hamilton College, Cedar Falls, Iowa

- Graduated in 3 years
- Dean's List



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: July 16, 2021
SUBJECT: Appointment of Rebecca Whitaker as Human Rights Commissioner
REF: (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Rebecca Whitaker for appointment to the Human Rights Commission to fill the remaining term of a current vacancy ending on 7/1/2022.
2. Ms. Whitaker has been interviewed by the Selection Panel, consisting of Mayor Pro Tem, Board Chair, and Staff Liaison, and has been found the best qualified of candidates remaining from the Spring 2021 selection process.
3. With the top three candidates from Spring 2021 now either appointed or nominated to the commission, I will direct a new selection process for additional candidates when the next HRC vacancy opens.
4. Please feel free to contact me regarding this candidate, if you need additional information.

Encl: (1) General Application for Rebecca Whitaker

Xc: City Administrator
Director, Finance and Business Operations
Staff Liaison
Board Chair

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Item 10.

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Rebecca A Whitaker Gender: F Date: 12/2/2020
First MI Last

Home Address: 1348 Clark Drive Home Phone: 515-783-6634

Work Address: Work Phone:

E-mail Address: whitakra@gmail.com Cell Phone:

Employer: Principal Financial Group Position/Occupation: Senior Risk Management Specialist

If Cedar Falls resident, length of residency: 3 and a half years City Ward: 1 I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at https://bit.ly/cf-boards

- Art and Culture Board, Board of Adjustment, Board of Appeals, Board of Electric Examiners & Appeals, Board of Mechanical Examiners & Appeals, Board of Plumbing Examiners & Appeals, Board of Rental Housing Appeals, Civil Service Commission, Community Center & Senior Services Board, Health Trust Fund Board, Historic Preservation Commission, Housing Commission, Human Rights Commission, Library Board of Trustees, Parks & Recreation Commission, Planning & Zoning Commission, Utilities Board of Trustees, Visitors & Tourism Board

COMMUNITY INVOLVEMENT: Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

I am a recent Cedar Falls resident, and recently have begun to get more involved in the community, beginning with volunteering at the Northeast Iowa Food Bank. Prior to moving to Cedar Falls for my husband's positions at Wartburg and Allen College, I was the chair for Principal's LGTBQ Resource Group, volunteered at the Principal Charity Classic, and Children and Families of Iowa.

QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

I will be graduating soon with a master degree in jurisprudence from Seton Hall School of Law. I spent several years as a victim advocate for the Shasta Country District Attorney in Redding, California, prior to moving out to Iowa. I regularly acted in and assisted with community theatre and improv during college. I am a member of the Sons of Italy in America, as well as a former member of the Active 20-30 Club in California.

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

I believe that my experience as a relatively new Cedar Valley resident, coupled with my background professionally and personally, gives me a unique and fresh perspective. I spent my first ten years in Iowa living in Des Moines, and have found that the size of Cedar Falls suits both myself and my family much better.

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

My husband is the President of the Iowa Public Health Association. I do not believe that this will have any impact on ability to serve, but simply wanted to be transparent.

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

July 6, 2021

The Committee of the Whole met at City Hall at 5:30 p.m. on July 6, 2021, with the following Committee persons in attendance: Mayor Robert M. Green and Councilmembers Frank Darrah, Sudan deBuhr, Simon Harding, Daryl Kruse (via videoconference), Mark Miller, and Dave Sires. Absent: Kelly Dunn. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the first item on the agenda, Incident Command System with County EMA and introduced Mindy Benson, Black Hawk County Emergency Management Coordinator.

Ms. Benson gave a brief background of her experience. Ms. Benson referenced her slideshow and explained the National Response Framework for unified command. She defined an incident and provided an example, the 2020 derecho. She stated that utilization of an Incident Command System (ICS) and Emergency Operations Center (EOC) would have eliminated duplication of requests and coordinated resources and services through unified command. Ms. Benson explained the benefits of the Salamander system for ID badges which list employee-specific trainings. Salamander can track inventory location, activity, usage, and FEMA cost codes; it can also track employee activity. Ms. Benson stressed the importance of having a decision maker in the EOC. She defined ICS, identified users, and stated its goals. She identified roles and responsibilities of general staff and departments. She addressed the importance of creating Incident Action Plans and steps. Ms. Benson introduced resources including the National Incident Management System (NIMS).

Mayor Green asked for questions. Councilmember Harding asked if the county has an EOC. Ms. Benson wants to work with the City and county through an emergency management commission and/or other special committee and explore other counties' templates. Public Safety Director Olson outlined previous EOC structure. Mayor Green outlined future EOC structure. Ms. Benson defined her role as coordinator and the role of the commission.

Mayor Green introduced the second item on the agenda, Parking Ordinance Amendments, and introduced Jacque Danielsen, City Clerk.

Ms. Danielsen reviewed the background from the June 7th meeting and discussions with Community Main Street and College Hill Partnership Directors to reestablish timed parking and permits in the Downtown municipal lots and paid parking in the College Hill municipal lots (except June/July for College Hill), continuing all other enforcement as posted; and relocation of the College Hill Farmers Market. Ms. Danielsen reviewed the timeline of proposed ordinance amendments. Ms. Danielsen states the vendor will remove kiosks properly to retain any value. Councilmember Sires asked if Public Works could remove; Ms. Danielsen responded that Public Works wasn't involved in the installation. Councilmember Harding asked how many kiosks were at College Hill and Ms. Danielsen responded that there are two.

Mayor requested a motion to proceed with proposed parking amendments. Councilmember Harding moved; Councilmember Miller seconded. Motion approved unanimously.

There being no further business, Mayor Green adjourned the meeting at 6:11 p.m.

Minutes by Katie Terhune, Administrative Assistant



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director *JDO*
Craig Berte, Police Chief *CB*
Date: July 15, 2021
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:

- a) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
- b) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
- c) George's Local, 108 E. 4th Street, Class C liquor & outdoor service – new with exceptions. (see attached).
- d) Wal-Mart, 525 Brandilynn Boulevard, Class C liquor – change in ownership.

**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS
4600 S. MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Green and City Council
From: Jeff Olson, Public Safety Director *JO*
Date: July 7, 2021
Re: George's Local

Cory Kent has requested a variance to an outdoor service area for a proposed restaurant shop at 108 E 4th St. He intends to have an outdoor serving area. He has requested a variance to City Ordinance 5-67 (2) front yard service area, (3) fencing required to screen from public view, (4) accessible from licensed premise only and (9) prohibits amplified music.

Kent has provided a drawing which clearly outlines his intent. Public Safety has no concern with a front of business serving area, access points to the outdoor serving area, public view of the serving area and the use of music provided to its customers in that serving area. There are other sound/loud music ordinances that do apply and will assist with restricting any issues caused by loud music being played.

The City has allowed for similar exemptions to outdoor serving areas for many other businesses. We recommend approval of the request.

Amy Eggleston

From: Cory Kent <cory@georgeslocal.com>
Sent: Tuesday, July 6, 2021 3:05 PM
To: Amy Eggleston
Subject: Re: Georges Local

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated outside the City of Cedar Falls email system.
 Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amy,

Yup, I did apply through the new website.
 I have let my insurance carrier know about the new site as well.
 I put down Aug 15, 2021 as the start date. I don't think we will be ready til the end of August or early September, but we will shoot for that date.

As for the fencing, we are working with Planning and Zoning on this. It is made of Cedar Wood and Treated Lumber. I believe it's somewhere between 3-4 ft high.

We have two ways in and out of the patio. One of them is ADA. The entrance on the 4th st side.
 As far as the restaurant goes, you we have the main entrance on the southside or on fourth street side of the building. There are also doors that open up to the patio.

Please let me know if you have any other questions.

Cory

On Tue, Jul 6, 2021 at 1:27 PM Amy Eggleston <Amy.Eggleston@cedarfalls.com> wrote:

Hi Cory,

ABD has a new website where you will need to apply for your license if you haven't already. The website is <https://abd.iowa.gov/licensing/elaps>. It will ask you to upload the lease (needs a date on that first page) and sketch. We no longer need the notary page due to the new website.

I will submit your exemptions to public safety and they made need a little more detail as to the height of the fencing and the accessibility. Any detail you could provide would be helpful.

When are you looking for your license to be effective?

Thanks!

Amy

From: Cory Kent [mailto:cory@georgeslocal.com]
Sent: Tuesday, July 6, 2021 12:13 PM
To: Amy Eggleston
Subject: Georges Local

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amy,

I'm attaching a drawing that should have everything you need.

There is a beer cooler in the basement almost directly below the bar.

Liquor will be stored on liquor shelves above the bar and in the cabinets below the back bar.

I've attached a layout PDF

Seating:

inside - 96

Outside - 103

Fencing is going to be a planter box surrounding the west side, and south side. The east side is adjacent to the restaurant, and the north side is our neighbors building.

As for the property owners. Is this something I get or does someone have this information? Just not sure how exactly to go about it.

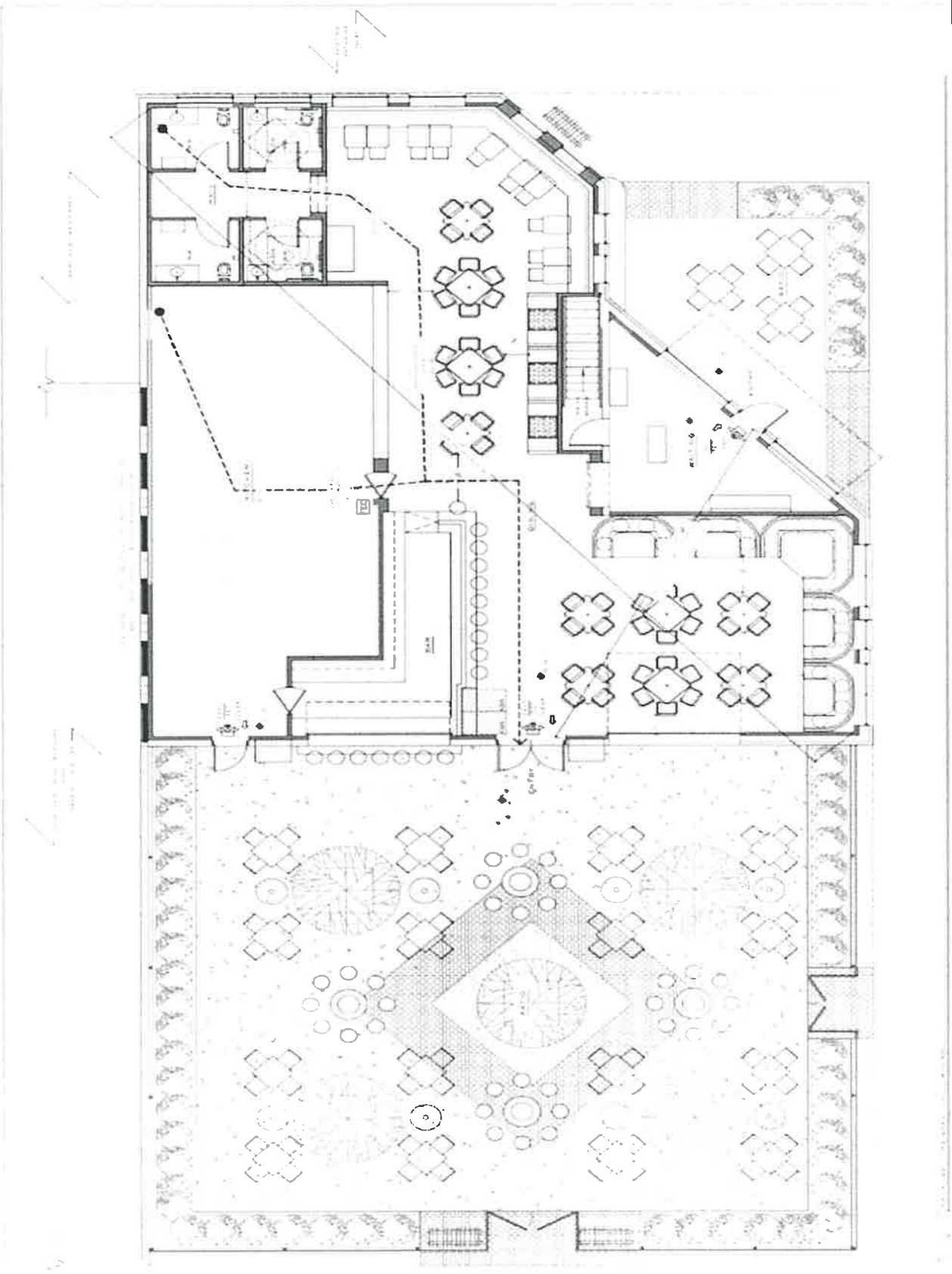
We will be filing for an exemption for sections:

5-67 - (2), (3), (4), (9)

I have attached the application with my signature. My understanding is that you can notarize it there? Or do I need to go down to City Hall to get it notarized, and then send it to you?

If there is anything I missed, please let me know.

Cory





DEPARTMENT OF FINANCE & BUSINESS
OPERATIONS

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

MEMORANDUM
Financial Services Division

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: July 14, 2021

SUBJECT: **Agreement with Express Scripts, Inc. to provide pharmacy benefit management services & remain in Gallagher Pharmacy Alliance**

Attached for your approval is an agreement between the City and Express Script's Inc. ("ESI") for the City to remain in the Gallagher Pharmacy Alliance through December 31, 2023 in which ESI would continue to provide pharmacy benefit management services to the City under the improved financial terms negotiated between the Gallagher Pharmacy Alliance and ESI. The Gallagher Pharmacy Alliance's improved pricing took effect January 1, 2021 therefore the date of the new agreement has been backdated to January 1, 2021. There are to be no changes to the services ESI will provide to the City or the current drug formularies covered by the City's prescription drug plan. If you have questions regarding the attached, please contact me at 268-5101, Toni Babcock at 268-5531 or Jennifer Rodenbeck at 268-5108.

Attachments

FORM OF CLIENT AGREEMENT

Client Name: City of Cedar Falls
Client Tax ID Number: 47-0769916

Gallagher Pharmacy Alliance
Broker Name: Gallagher Benefit Services
Effective Date: January 1, 2021
End Date: December 31, 2023
Initial Term of Client Agreement: 36 Months

Contact Information:	Client Information	Gallagher Information	Broker Information
Contact Person: (Name & Title)	Paul Kockler, Accountant	Laura Mendise, Area Vice President	
Company Name:	City of Cedar Falls	Gallagher Benefit Services	
Street Address:	220 Clay Street	85 Chestnut Ridge Rd	
City/State/Zip Code:	Cedar Falls, IA 50613	Montvale, NJ 07645	
Phone Number:		440.781.9585	
Fax Number:			

Management Reporting: Party to receive Management Reports? Gallagher Client Broker - Person's Name: _____

Payor: The party that will be responsible for payments to ESI under the prescription drug program will be the Client

Medium on which Invoice is to be sent (check one or two): Hard Copy (and) Magnetic Tape (or) Diskette

Do you want Member names to appear on Billing Statement? Yes No

ESI and Gallagher have entered into that certain prescription drug program Agreement ("PBM Agreement"), which sets forth certain terms and conditions associated with ESI's, either directly or through its subsidiaries or affiliates, provision of pharmacy benefit management services (which, under this Client Agreement shall be exclusive for all of Client's self-funded welfare benefit plans that offer a prescription benefit, including, but not limited to, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence and other like programs; and formulary administration ("PBM Services"). The PBM Agreement is incorporated herein for all purposes. To the extent not defined herein, capitalized terms shall have the meaning ascribed to them in the PBM Agreement.

1. Plan Design: Commencement of Services. Client

agrees that the PBM Services should be provided in accordance with the PBM Agreement, this Client Agreement, and the specific benefit design reflected on the ESI Set-Up Forms adopted by Client or Gallagher on behalf of Client (if ESI assists Client with completion of the Set-Up Forms, it will send Client or Gallagher the completed Set-Up Forms for review and Client agrees that such documentation will constitute the governing Set-Up Forms for Client unless Client notifies ESI in writing within thirty days of receipt of the completed documentation of any discrepancies therein, in which case the parties shall work together in an expeditious manner to correct such discrepancies and issue a revised Set-Up Forms). If Client already has on file with ESI any Set-Up Forms or similar set-up documentation as of the date Client executes this Client Agreement, Client adopts and directs ESI to use such Set-Up Forms until ESI is otherwise directed in writing by Client.

2. Eligibility of Members. Client or Gallagher shall provide ESI with an initial Eligibility File under a mutually agreeable time frame prior to the effective date of Client's prescription drug program, and updates thereto shall be provided to ESI on a mutually determined basis. All Eligibility Files shall be submitted on-line, or on tape or disk in a format that is acceptable to ESI. Eligibility performed manually by ESI for Gallagher or Client, or material changes to the Eligibility File processes requested by Gallagher or Client during the term may be subject to additional charges as set forth in Exhibit A of the PBM Agreement. Client will be responsible for all Prescription Drug Claims during the period of the Member's eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event of ESI's negligence.

3. Pharmacy Network.

(a) **Participating Pharmacies.** Members may obtain prescriptions for Covered Drugs through the Participating Pharmacy network selected by Client. ESI shall direct Participating Pharmacies to charge and collect the applicable Copayment from Members for each Covered Drug dispensed; provided, a Member's Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, AWP discount or U&C. ESI will maintain a network(s) of Participating Pharmacies as identified in Exhibit A, and will make available an updated list of Participating Pharmacies on-line. ESI

maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to other networks and subnetworks. If, due to an access concern, Gallagher or Client requests that ESI attempt to add a particular retail pharmacy to the network of Participating Pharmacies serving Client and its Members hereunder, ESI will make commercially reasonable efforts to add any such pharmacy to the Participating Pharmacy network for Gallagher or Client, provided that such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions. If any such Participating Pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions except for ESI's standard network rates (i.e., the particular pharmacy will only agree to higher than standard reimbursement rates), and Gallagher or Client nevertheless requests that ESI add such pharmacy, the rate charged to Client for Prescription Drug Claims processed through such pharmacy (assuming ESI agrees to contract with such pharmacy) will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth in Exhibit A.

(i) ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also provides a standard suite of pharmacy audit services to determine Participating Pharmacies' compliance with their provider agreement billing requirements. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Gallagher. To compensate ESI for the cost of conducting audits and audit-related services, Copies of participation requirements and auditing processes are available upon request.

(ii) ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall have no liability to Gallagher or Client, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

(b) **Mail Service Pharmacy.** Members may have prescriptions filled through the Mail Service Pharmacy. Subject to applicable law, ESI may

communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services. ESI may suspend Mail Service Pharmacy services to a Member who is in default of any Copayment amount due ESI. Client will be responsible for any unpaid Member Copayment amounts if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Client will be billed following the one hundred twenty (120) day collection period, with payment due in accordance with the payment terms set forth in Section 8 of this Agreement.

(a) Specialty Products and ASES. Members may have prescriptions filled through ESI Specialty Pharmacy. Subject to applicable law, ESI and ESI Specialty Pharmacy may communicate with Members and physicians to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescriptions through ESI Specialty Pharmacy. Specialty Products will be excluded from any price guarantees set forth in the PBM Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing specified in the PBM Agreement apply to Specialty Products.

(i) ESI will notify Client no more frequently than monthly of new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement with their applicable reimbursement rates ("Notice"). The parties agree as follows:

(A) If Client has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as "NDC Not Covered" through Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy; otherwise, subject to (B) below, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Product list or Notice. If Client desires to cover otherwise excluded Specialty Products, Client must notify ESI in writing that it desires to cover the Specialty Product before ESI will adjudicate as a Covered Drug, and if ESI receives such confirmation of coverage from Client such Specialty Product will be loaded thereafter as a Covered Drug at the applicable reimbursement rate set forth in the Notice.

(B) Client must notify ESI in writing if it wants to exclude the Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of ESI's receipt of such notification. There will not be any retroactive denials for Prescription Drug Claims processed prior to ESI's receipt of the rejection notice and implementation of the exclusion as provided above and Client will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.

(ii) For Specialty Products filled through ESI Specialty Pharmacy only, Members may receive the following services from ESI Specialty Pharmacy, depending on the particular therapy class or disease state: ASES; patient intake services; pharmacy dispensing services and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

(iii) Subject to Client's prior authorization requirements, if applicable, at the rates set forth in Exhibit A, ESI will provide or coordinate ASES for Members through ESI Specialty Pharmacy or through other specialty pharmacies or other independent third party providers of ASES when ASES is required. If ESI or ESI Specialty Pharmacy engages a third party provider of ASES, ESI or ESI Specialty Pharmacy shall contractually obligate such third party provider of ASES to comply with all applicable laws, including, without limitation, all applicable laws relating to professional licensure. ESI does not direct or exercise any control over any third party provider of ASES in administering Specialty Products or otherwise providing ASES.

(iv) Ancillary supplies, equipment, and services provided or coordinated in connection with the dispensing of Specialty Products at Participating Pharmacies (for example, limited distribution products not then available through ESI Specialty Pharmacy or overrides) will be billed to Client at the cost charged to ESI for such ancillary supplies, equipment, and services provided or coordinated, unless such ancillary supplies, equipment, and services provided or coordinated are included in the ingredient cost of the Specialty Product.

4. Claims Processing.

(a) Claims Processing.

A. ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, Mail Service and ESI Specialty Pharmacy.

B. In connection with each prescription submitted for processing on-line by a Participating Pharmacy, ESI will perform standard drug utilization review ("DUR") in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

C. If elected by Gallagher or Client, ESI will process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.

D. If authorized by Gallagher or Client on the Set-Up Forms, ESI will process Subrogation Claims in accordance with applicable federal and state laws, in which case Client will pay such Subrogation Claims in accordance with Article IV of the PBM Agreement, Section 8 of this Client Agreement and Exhibit A. If Gallagher or Client does not authorize ESI to process Subrogation Claims, ESI will reject the claim and refer claimants to Client regarding such claims, in accordance with applicable federal and state laws. ESI is not legally responsible to pay Subrogation Claims to the extent Client is not timely paying ESI with respect to such Subrogation Claims.

E. Client or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(b) Prior Authorization. For the fees set forth in the Clinical Addendum described in Exhibit A of the PBM Agreement (if applicable), ESI shall provide prior authorization ("PA") services as specified by Client on the Set-Up Form. PA drugs must meet Client-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Unless Client otherwise directs, Client hereby authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. In determining whether to authorize coverage of such drug under the PA Program, ESI shall apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from sources deemed reliable to ESI. If prior authorization for a medication is not immediately available, a 72-hour emergency supply may be dispensed when the pharmacist on duty recommends it as clinically appropriate and when the medication is needed without delay. ESI shall not undertake to determine medical necessity, to make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the prescriber.

(c) Claims for Benefits. ESI will process initial "claims for benefits" for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) ("Claims Rules"). ESI may elect to have ESI perform appeals services in connection with denied "claims for benefits" for the fees set forth in Exhibit A, or facilitate such services through Client or a third party of Client's choice. If Client elects to conduct its own appeals or facilitate through a third party of Client's choice, ESI will route Member appeals to Client or other Client designated entity. If Client elects to have ESI perform appeals services, Client agrees that ESI may perform such services through the UM Company. Through its contract with ESI, the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal.

(d) UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through the UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of Client in accordance with the Claims Rules. ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Client's plan, (B) Client is a third party beneficiary of UM Company's agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Client for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services.

(e) External Review Services.

(i) ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations ("PPACA")); provided, however, Client may elect to have UM Company facilitate the provision of external review services through UM Company contracted IROs (as such term is defined in PPACA), for the fees set

forth on Exhibit A below (if applicable). Client must execute a standard ESI "External Appeals Services" Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.

(i) In the event that Client elects to utilize UM Company to facilitate the provision of external review services through UM Company contracted IROs, UM Company will be responsible for facilitating all such appeals (and the IROs will be responsible for providing all such appeals) in accordance with PPACA and all other applicable federal and state laws, and Client hereby acknowledges and agrees that:

(ii) UM Company (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; UM Company is an independent contractor of ESI; the IROs are independent contractors of UM Company and not ESI; and ESI does not in any way control or direct either UM Company or the IROs with respect to facilitation or performance of external review services provided by each respectively.

(ii) ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will facilitate all external review services in accordance with PPACA and all other applicable federal and state laws; (B) UM Company will contractually require its contracted IROs to perform all external reviews in accordance with PPACA and all other applicable federal and state laws; (C) to the extent not prohibited by law, UM Company will indemnify, defend and hold Client harmless from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable attorney's fees, costs and expenses), arising out of, resulting from, or related to any act, omission or default by the IROs in their performance of the external reviews; and (D) Client has third party beneficiary rights to enforce the preceding indemnification and hold harmless provision.

5. Formulary Adherence and Clinical Programs. ESI may provide clinical, safety, adherence and other like programs as appropriate. The Clinical Addendum described in Exhibit A-2 sets forth certain available adherence, clinical, safety and/or trend programs that require additional fees hereunder. ESI will not implement any program for which Gallagher or Client may incur an additional fee without Gallagher's or Client's prior written approval and election of such program.

6. Medicare (QRPDP) Services. If Client establishes a qualified retiree prescription drug plan ("QRPDP") under Medicare for the purpose of applying for subsidy payments as defined under 42 CFR §423.886 it may request ESI to provide the supporting services to such QRPDP under the terms and conditions of such services by executing ESI's standard subsidy election form and agreeing to the fees set forth in Exhibit A of the PBM Agreement.

7. Billing and Payments.

(a) Client shall be responsible to ESI for timely payment of all Fees under one of the payment methods below specified. ESI will bill Client weekly for all applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms specified in the PBM Agreement relating to the program selected by Client (as communicated to ESI by Client or Gallagher) ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of Client as may be described elsewhere in the PBM Agreement or this Client Agreement are hereinafter referred to collectively as "Fees").

(b) Client shall pay all Fees within the following time period, depending on the form of payment:

Client wire transfer to a bank account designated by ESI within 7 calendar days of receipt of ESI's bill.

Client ACH transfer based on its written authorization, initiated by ESI within 7 calendar days of receipt of ESI's bill.

(c) Any Fees not paid by Client on the due date set forth above shall bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law, and the Client shall be liable for payment of the interest to ESI. The Client shall promptly reimburse ESI for all collection costs and expenses incurred by ESI, including but not limited to attorneys' fees, in connection with attempting to recover overdue Fee payments.

(d) In the event Client is delinquent in payment of Fees for two consecutive billing cycles, or ESI has reasonable grounds (as determined in good faith) for insecurity as to the ability of Client, to meet its financial commitments hereunder, ESI shall have the option to require that Client provide ESI with a deposit in an amount equal to the average monthly invoice amount

for the previous three (3) months, or if there is less than three (3) months billing history, then such deposit shall be based on the average monthly invoice of the actual billing history. ESI shall retain the deposit until the earlier of: (i) termination of the Client Agreement (following any run-off period), or (ii) six consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to unpaid balances of Fees until return of the deposit. Upon forty eight (48) hours written notice to Client and Gallagher, ESI (and its wholly owned subsidiaries) shall be entitled to immediately suspend performance under this Client Agreement if Client fails to pay ESI in accordance with the terms of this Client Agreement or fails to promptly provide a deposit required by this Section (or such deposit becomes insufficient to cover delinquent Fees and the responsible party does not promptly replenish such deposit upon notice).

(e) Client shall be responsible for and shall pay ESI in accordance with this Agreement for all claims for Covered Drugs dispensed and services provided to Clients and Members on or before the effective date of termination ("Termination Date"). Claims submitted by Participating Pharmacies or Member Submitted Claims filed with ESI after the Termination Date shall be processed and adjudicated in accordance with a mutually determined run-off plan. Upon termination of this Agreement, ESI agrees to remit to Gallagher (or Client, if applicable) after the Termination Date all outstanding Rebate amounts earned and collected as a result of prescriptions utilized by Members on or before the Termination Date. Rebates will be paid to the Gallagher (or Client, if applicable) under the regularly established payment process outlined in Exhibit A of the PBM Agreement. Notwithstanding the preceding, ESI may (i) delay payment of any final Rebates or other amounts due Gallagher (or Client, if applicable), if any, to allow for final reconciliation of any outstanding amounts owed by Gallagher or Client to ESI, or (ii) request that Client pay a reasonable deposit in the event ESI is requested to process after the Termination Date claims incurred on or prior to such date. Upon request of Client, ESI shall provide at no cost open refill files and standard claims data for transition to the successor pharmacy vendor in accordance with current industry protocol. Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis.

8. Use of Records; HIPAA and Business Associate Agreement Terms.

Subject to applicable law, ESI may communicate with Members regarding benefit design cost savings, availability, use of the Mail Service and ESI Specialty Pharmacies, and related items as necessary to conduct applicable clinical and/or trend programs. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Client or Gallagher for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law. ESI agrees to comply with the business associate provisions of HIPAA, and the Business Associate Agreement posted at www.express-scripts.com, the terms and conditions of which are incorporated herein by reference. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, ESI Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, ESI Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.

9. Client Audits. Provided that this Client Agreement has been duly executed by Client and Client is current in the payment of invoices under this Client Agreement, Client may, upon no less than thirty (30) days prior written request, audit ESI's provision of services hereunder, the scope of which shall be to verify regulatory compliance and/or compliance with the financial terms of this Client Agreement, on an annual basis consistent with the Audit Protocol set forth in Exhibit B of the PBM Agreement. Client may use an independent third party auditor ("Auditor"), so long as such Auditor is not engaged in providing services for Client or otherwise that conflict with the scope or independent nature of the audit (as determined by ESI acting reasonably and in good faith), and provided that Client's Auditor executes a mutually acceptable confidentiality agreement. Client may also not use an Auditor that has a conflict of interest with Gallagher. Any request by Client to permit an Auditor to perform an audit will constitute Client's direction and authorization to ESI to disclose PHI to the Auditor. If Gallagher has audited the prescription drug program on behalf of its clients, Client may not audit ESI for the same time frame or claims.

1. Compliance with Law: Change in Law.

(a) Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Client shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided under the PBM Agreement or this Client Agreement. If there is a new or change in federal, state or local law, court decisions, or regulations or the interpretation thereof, or any government, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder. If the parties cannot agree on an adjusted fee, then either party may terminate this Client Agreement upon thirty (30) days prior written notice to the non-terminating party.

(b) Client shall be responsible for disclosing, or shall direct Gallagher to disclose, to Members any and all information relating to the prescription drug program to the extent required by law. It shall be Client's obligation to communicate the terms of the prescription drug program to Members and to provide Members with any documents required under ERISA (e.g., SPD) or other applicable law. **Client agrees that, except for the limited purpose set forth in Section 4, ESI is not a fiduciary and Client will not name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a fiduciary (as defined under ERISA or state law) of its plan. Client agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates have any power to make any decisions as to plan policy, interpretations, practices or procedures, but rather provides administrative services within a framework of policies, guidelines, rules, practices and procedures chosen by Client or Gallagher. Neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates have discretionary authority or control respecting management of Client's plan except as set forth in Section 4 and do not exercise any authority or control respecting the management or disposition of the assets of Client's plan, if any exist.**

2. COMMISSIONS. AS AUTHORIZED BY CLIENT FOR SERVICES RENDERED TO CLIENT BY Gallagher, ESI WILL FACILITATE THE PAYMENT TO Gallagher COMMISSIONS IN THE AMOUNT OF:

Gallagher	Participating Pharmacies	Mail Service Pharmacy
Non-Specialty		
<input type="checkbox"/> per Rx 1-83 Days' Supply	\$2.50	\$7.00
<input type="checkbox"/> per Rx 84-90 Days' Supply	\$7.00	\$7.00
	Participating Pharmacies	ESI Specialty Pharmacy
Specialty		
<input type="checkbox"/> per Rx	\$2.50	\$7.00

ESI will provide to Gallagher Pharmacy Alliance an additional five dollars (\$5.00) per Member implemented provided as of the Effective Date for Clients that are new to ESI. Commissions may vary based on plan design, PBM pricing, the number of lives serviced by the Gallagher or other factors, and Client, on behalf of itself and its applicable health plan(s), acknowledges and expressly consents to same. Client further represents that the commissions represent fair and reasonable compensation for actual services rendered or to be rendered to Client. Commissions shall be paid from ESI's general assets and client agrees that commissions do not constitute "plan assets" of the Client. If the commission amount changes following an amendment of Exhibit A of the PBM Agreement, Gallagher and Client agree that Gallagher shall notify Client of such change in writing without the need to amend this Client agreement, and that unless client objects to the change, ESI may rely on Gallagher's confirmation of notice as Client approval. Commissions for any QR-PDP (Part D subsidy) Prescription Drug Claims shall be a PMPM amount. To the extent additional commission information necessary for Client to satisfy its duties under ERISA or other applicable law cannot be obtained by client from Gallagher, ESI will provide such information to Client upon written request.

ESI will provide up to fifteen dollars (\$15.00) per Member implemented as of the Effective Date, to reimburse the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT

programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within one hundred and eighty (180) days of incurring the applicable expense. Both Client and ESI (upon agreement from Client) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients.

(i) Client represents and warrants that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Client; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Client and the Plan are subject to ERISA, Client represents and warrants that it will only request reimbursement under the PMF for items or services for which Client, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "setoff functions").

(ii) Client shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this Section 12. ESI reserves the right to periodically audit the books and records of Client on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Client's compliance with the PMF requirements set forth in this Client Agreement.

(iii) ESI intends to amortize the PMF over the Initial Term of the Client Agreement on a straight-line basis. In the event of a termination of this Client Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Client will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Client pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Client Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Client Agreement and are not payable until this Client Agreement is executed. Client will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

Commissions, PMF and Rebates are not payable until this Client Agreement is executed.

3. Disclosure of Certain Financial Matters. In addition to the Administrative Fees paid to ESI by Client, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways described in the ESI Financial Disclosure to PBM Clients set forth in Attachment 1 hereto ("Financial Disclosure"), as updated by ESI from time to time. Unlike the Administrative Fees, the revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from Client for services rendered to Client or the Plan under this Client Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Gallagher, Client, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Client acknowledges that neither it, nor the Gallagher, nor any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues.

4. Term: Termination.

(a) The initial term of this Client Agreement shall commence on the Effective Date and shall continue for the duration of the initial term as specified on the first page of this Client Agreement (the "Initial Term"). Thereafter, this Client Agreement shall automatically renew for successive twelve (12) month renewal terms unless either ESI or Client gives notice to the other of its intention not to renew this Client Agreement at least ninety (90) days prior to the end of the then current term of this

Client Agreement, with such termination of this Client Agreement upon notice effective the last day of such then current term. Notwithstanding the foregoing, a party hereto may terminate this Client Agreement at any time in the event the other party materially breaches this Client Agreement and the breaching party does not reasonably cure such breach within thirty (30) days following receipt of written notice from the non-breaching party sufficiently describing and evidencing the actual breach and the non-breaching party's intention to terminate as a result thereof. A party's right to terminate this Client Agreement shall not be exclusive of any other remedy available to the terminating party under this Client Agreement or otherwise. ESI shall have the right to immediately terminate PBM Services to Client (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Gallagher, Client, a Member or other third party relating to this Agreement. Following the initial twelve (12) months of this Agreement (but not before), either party may terminate this Agreement for any reason or for no reason upon ninety (90) days prior written notice of such termination to the other party.

(a) Breach. The parties agree and acknowledge that any change resulting in fewer than one hundred (100) Plan Members remaining may be considered a breach of this Agreement at ESI's discretion.

(b) Without Cause. A termination fee equal to five percent (5%) of the previous twelve months' drug spend (calculated by ESI as drug ingredient cost plus dispensing fees less guaranteed Rebates) divided by twelve (12) and multiplied by the remaining number of months of the Initial Term shall apply if Client terminates this Agreement prior to expiration of the Initial Term.

1. Force Majeure. Neither party shall lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Client Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to labor disputes, riots, earthquakes, storms, floods or other extreme weather conditions, fires, explosions, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, delivery services, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder.

2. Notice. Any notice or document required or permitted to be delivered pursuant to this Client Agreement must be in writing and shall be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service with tracing capability, in either case properly addressed to the other party at the address set forth below, or at such other address as such party shall specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.	Client
Attn: President	Attn: President
One Express Way	Address on Client Agreement
St. Louis, MO 63121	
With copy to Legal Department	
Fax No. (800) 417-8163	

3. Assignment and Subcontracting. Client may assign this Agreement upon first obtaining ESI's written consent, which consent will not be unreasonably withheld following a standard credit review of the proposed assignee. Client acknowledges and agrees that ESI may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESI subsidiaries, affiliates or designees. ESI is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such service. To the extent that ESI subcontracts any PBM Service under this Agreement to a third party, ESI is responsible and liable for the performance of any such third party. In addition, ESI may contract with third party vendors to provide information technology support services and other ancillary services, which services are not PBM Services hereunder, but rather are services that support ESI's conduct of its business operations. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

4. Proprietary Information. Information of the other party, including, but not limited to, the following, shall constitute confidential and proprietary information ("Proprietary Information") unless otherwise public: (a) with respect to ESI: ESI's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data (de-identified in accordance with HIPAA); ESI Specialty Pharmacy and Mail Service Pharmacy data; information concerning Rebates, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (b) with respect to Client: Participating Pharmacy Client and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies, are confidential and proprietary. Neither party shall use a party's Proprietary Information, or disclose it or this Client Agreement to any third party, at any time during or after termination of this Client Agreement, except as specifically contemplated by this Client Agreement, upon prior written consent or as otherwise required by law. Upon termination of this Client Agreement, each party shall cease using the other's Proprietary Information, and all such information shall be returned or destroyed at the owner's direction.

5. Indemnification. Each party agrees to indemnify and hold the other party, and its officers, directors, and employees, harmless from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, costs or expenses (including reasonable attorneys' fees) incurred by the indemnified party and arising from any negligent act, negligent omission, or breach of this Agreement by the indemnifying party. Indemnification is conditioned upon the indemnified party notifying the indemnifying party in writing promptly upon learning of any claim for which indemnification may be sought hereunder, and tendering of the defense of such claim to the indemnifying party. Neither party will be obligated to indemnify the other party with respect to any claim settled without the mutual written consent of both parties hereto, which consent will not be unreasonably withheld.

6. Independent Parties. No provision of this Client Agreement is intended to create or shall be construed to create any relationship between ESI and Client other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Client Agreement. Neither party, nor any of their respective representatives, shall be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Client Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

7. Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Client or the Member. If ESI is legally obligated to collect and remit, or to incur or pay, any such sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee in a particular jurisdiction, such amount will be reflected on the applicable invoice or subsequently invoiced at such time as ESI becomes aware of such obligation or as such obligation becomes due. ESI reserves the right to charge a reasonable administrative fee for collection and remittance services provided on behalf of Client.

8. Miscellaneous. ESI may amend the Terms and Conditions (the "T&C") of this Client Agreement at any time upon written notice to Client (the "Notice"). If, however, Client objects to such amendment, Client shall have the right to object to such amendment by submitting a written objection within thirty (30) days of Client's receipt of ESI's Notice. In such event, the parties agree to negotiate in good faith a mutually acceptable amendment to the T&C and, if the parties cannot agree on such an amendment, then either party may terminate this Client Agreement upon sixty (60) days prior written notice to the other party. This Client Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri. This Client Agreement supersedes any agreements between the parties hereto. **Sections 2, 6 (last sentence), 7, 8, 10, 14, 16, 15, 17, 18, 19 and 21 of this Client Agreement shall survive termination for any reason.**

THE UNDERSIGNED AGREE THAT THIS CLIENT AGREEMENT ACCURATELY DESCRIBES THE PRESCRIPTION DRUG PROGRAM TO BE PROVIDED TO CLIENT. CLIENT FURTHER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CLIENT AGREEMENT AND THE PBM AGREEMENT. **CLIENT SHALL RECEIVE A COPY OF THE PBM AGREEMENT BETWEEN Gallagher AND ESI UPON REQUEST.**

NAME OF CLIENT (PRINT): City of Cedar Falls Date: _____
By: _____ Name: Rob Green Title: Mayor
SIGNATURE (PRINT NAME)

EXPRESS SCRIPTS, INC.

By: _____ Name: _____ Title: _____
SIGNATURE (PRINTED NAME)

IMPLEMENTATION OF THE PRESCRIPTION DRUG PROGRAM DETAILED HEREIN INCLUDING PAYMENT OF REBATES AND/OR COMMISSIONS, IF ANY, SHALL NOT BE INITIATED UNTIL THIS CLIENT AGREEMENT IS EXECUTED BY CLIENT AND ESI.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: July 15, 2021
SUBJECT: Lease Estoppel Certificate, CFU Solar Farm

The City has been requested to sign the attached Lease Estoppel Certificate.

You may recall that Council previously authorized the Mayor to sign a Lease Estoppel Certificate for the same purpose as is now requested. However, after the Certificate was signed by the Mayor and delivered to the buyer, the sale fell through. Now there is a new buyer, Altus Power America, Inc., and that entity has requested that a new Lease Estoppel Certificate be signed.

As a reminder, the City is the owner of the land upon which the CFU Solar Farm is located. The City has leased the land to CFU on a long term basis for this purpose. In turn, CFU has subleased the premises to an Iowa limited liability company, Cedar Falls Solar Farm, LLC. It is Cedar Falls Solar Farm, LLC, which has been operating the solar farm and delivering the energy produced at the solar farm to CFU. The entity owning the controlling interest in Cedar Falls Solar Farm, LLC, is General Energy Solutions USA, Inc. General Energy Solutions USA, Inc. has agreed to sell its controlling interest in Cedar Falls Solar Farm, LLC to Altus Power America, Inc. As was the case previously, the buyer, Altus Power America, Inc., has requested that the City sign the Lease Estoppel Certificate. Why? So that Altus Power America, Inc. can be assured that the City, as landlord, has consented to the sublease to Cedar Falls Solar Farm, LLC (it has), and that key provisions of the sublease have been complied with by Cedar Falls Solar Farm, LLC (they have).

It is a rather complicated arrangement, but the bottom line is that the key players are not changing. The City remains the landlord, CFU remains the tenant and Cedar Falls Solar Farm, LLC, remains the subtenant. Only the ownership of the subtenant is changing. And the new owner is stepping into the shoes of the former owner for all obligations under the sublease.

Obviously this transaction is of great interest to CFU and the City would not sign such a document without CFU's approval. As with the previous transaction that fell through, CFU conducted its due diligence on this transfer of ownership, and the Board of Trustees by Board action on July 14, 2021, has approved this arrangement and also approved the Lease Estoppel Certificate.

Staff therefore recommends approval of a Resolution approving the Lease Estoppel Certificate and authorizing its execution by the Mayor and City Clerk.

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

LEASE ESTOPPEL CERTIFICATE

Dated: July , 2021

Reference is made to the Lease Agreement between **CITY OF CEDAR FALLS, IOWA** (“*Lessor*”), and **THE BOARD OF TRUSTEES OF THE MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS, IOWA** (“*Lessee*”), dated September 8, 2015 (the “*Agreement*”).

Lessee is landlord to Cedar Falls Solar Farm, LLC, an Iowa limited liability company (“*Sublessee*”), under that certain Sublease dated October 14, 2015 (the “*Sublease*”). Lessor has been advised that General Energy Solutions USA, Inc. (“*Seller*”) has agreed to transfer its controlling interest in Sublessee to Altus Power America, Inc. (“*Buyer*”).

Lessor hereby certifies as of the date hereof to the Lessee and Buyer, as follows:

1. The Agreement is in full force and effect and has not been amended, supplemented or modified except as set forth in **Exhibit A**.
2. Lessor confirms that it has consented to the Sublease by Lessee to Buyer.
3. Lessor confirms that it has approved of the Improvements, as that term is defined in the Agreement, as contemplated by Section 4.B.(a) of the Agreement.
4. Lessor confirms that the Commercial Operation Date, as that term is defined in the Sublease, was April 1, 2016.

LESSOR:

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

EXHIBIT A



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
220 CLAY STREET
PH: 319-273-8606
FAX: 319-268-5126

INSPECTION SERVICES
220 CLAY STREET
PH: 319-268-5161
FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
110 E. 13TH STREET
PH: 319-273-8636
FAX: 319-273-8656

**VISITORS & TOURISM/
CULTURAL PROGRAMS**
6510 HUDSON ROAD
PH: 319-268-4266
FAX: 319-277-9707

MEMORANDUM

TO: Mayor Green & City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: July 15, 2021
SUBJECT: CDBG FFY20-21 Sidewalk Infill Project
City Project Number 3248 (SW-000-CD)
Temporary Construction Easements

Since the January 19, 2021 Council Committee presentation on a potential CDBG FFY20-21 Sidewalk Infill Project for 2021, project plans have been developed and contact with some owners has been made for locations where temporary grading easements would be appropriate. The project consists of the following sidewalk infill locations:

- W 3rd St. (Francis St. to Hudson Road on North side of street)
- Tucson Dr. (Idaho Rd. to Orchard Dr. on the East side of street)
- Walnut St. (West 20th St. to West 21st St. on both sides of street)

Four foot wide sidewalks are planned in these areas. Temporary grading easements have been sought for four properties along W. 3rd Street and one property on Tucson, to provide a better transition from public to private property that is easier to maintain.

Three of the five Temporary Easement Agreements are attached for review and consideration to approve. We anticipate receiving the remaining signed easements for consideration at a future meeting.

Address	Owner	Area (sq. ft.)	Compensation Estimate
3434 Tucson	No Boundaries, LLC – Paul Bourcke, Manager	2,000 + 3 trees	\$3,740.00
1409 W 3 rd St.	Danny Berregaard	660	\$699.60
1505 W 3 rd St.	Catheryn Purnell	660	\$699.60

The Planning Division recommends approval of the Temporary Construction Easements for the FFY20-21 Sidewalk Infill Project, including recording the easements at the Black Hawk County Recorder's Office and processing payment for their value.

xc: David Wicke, PE, City Engineer
Brett Armstrong, Civil Engineer I

Prepared by: Brian Schoon, INRCOG, 229 East Park Avenue, Waterloo, Iowa 50703

TEMPORARY EASEMENT AGREEMENT

I/We, the undersigned No Boundaries, LLC, (hereinafter "Grantor[s]"), in consideration of Three Thousand Seven Hundred Forty Dollars and No Cents (\$3,740.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, and replacement of sidewalks, 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 easement is granted over the following described real estate owned by Grantor(s) to-wit:

The West 10.0 feet of Lot 27, "Cedar Meadows Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 2,000 square feet, more or less.

This easement shall be temporary in nature, shall benefit and shall be binding upon Grantor[s] and Grantee, and their 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 work as is reasonable under the circumstances. Further, the temporary easement shall expire without necessity of further written agreement or filing.

Dated this 28 day of June, 2021.

Paul Garacke, Mgr
No Boundaries, LLC [name]

_____ [name]

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

This instrument was acknowledged before me on June 28th, 2021,
by Heather Lynn Yochum.



[Signature]
Notary Public in and for the State of Iowa

My Commission Expires:
April 2nd, 2023

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2021.

CITY OF CEDAR FALLS, IOWA

Robert Green, Mayor

ATTEST:

Jacque Danielsen
City Clerk

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

This instrument was acknowledged before me on _____, 2021, by Robert Green, Mayor, and Jacque Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

Right of Way Acquisition Plat 2021 CDBG SIDEWALK INFILL

City Proj. No. SW-000-3248

TEMPORARY CONSTRUCTION EASEMENT



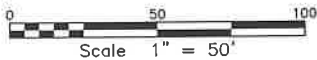
LOT 27
ADDRESS:
3434 TUSCON DRIVE

ORCHARD DRIVE
(66' R.O.W.)

TEMPORARY CONSTRUCTION EASEMENT:

The West 10.0 feet of Lot 27, "Cedar Meadows Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Contains 2,000 square feet, more or less.

DWA



This plat has been compiled from record information and is not the result of a field survey.

Owner
No Boundary L.L.C.
4118 Briarwood Drive
Council Bluffs, Iowa 51503

Parcel No. : 6
8914-24-279-009

DEPARTMENT OF PUBLIC WORKS
CEDAR ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"



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

Date: _____
Jeffrey P. Helland, L.S. Iowa License No. 16264
My license renewal date is December 31, 2021.
Pages or Sheets covered by this Seal: _____

DRAWN BY: JPH CHECKED BY: BA

Last Update: April 6, 2021 7:36 AM

SHEET NO.	1	TOTAL SHEETS	1
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Prepared by: Brian Schoon, INRCOG, 229 East Park Avenue, Waterloo, Iowa 50703

TEMPORARY EASEMENT AGREEMENT

I/We, the undersigned Danny Berregaard, (hereinafter "Grantor[s]"), in consideration of Six Hundred Ninety-Nine Dollars and Sixty Cents (\$699.60) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, and replacement of sidewalks, 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.

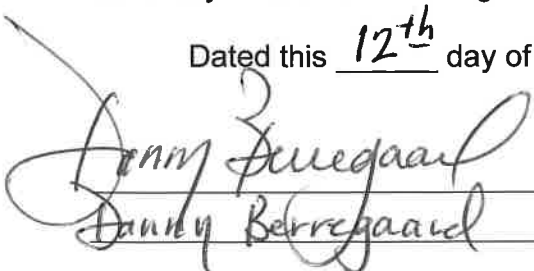
Said easement is granted over the following described real estate owned by Grantor(s) to-wit:

The South 10.0 feet of Lot 7, Block 15, "O.E. Mullarky's Addition" to the City of Cedar Falls, Black Hawk County, Iowa, containing 660 square feet, more or less.

This easement shall be temporary in nature, shall benefit and shall be binding upon Grantor[s] and Grantee, and their 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 work as is reasonable under the circumstances. Further, the temporary easement shall expire without necessity of further written agreement or filing.

Dated this 12th day of July, 2021.



Danny Berregaard [name]

[name]

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

This instrument was acknowledged before me on July 12, 2021,
by Danny Berregaard



[Signature]
Notary Public in and for the State of Iowa

My Commission Expires:
11.6.2023

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2021.

CITY OF CEDAR FALLS, IOWA

Robert Green, Mayor

ATTEST:

Jacque Danielsen
City Clerk

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

This instrument was acknowledged before me on _____, 2021, by Robert Green, Mayor, and Jacque Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

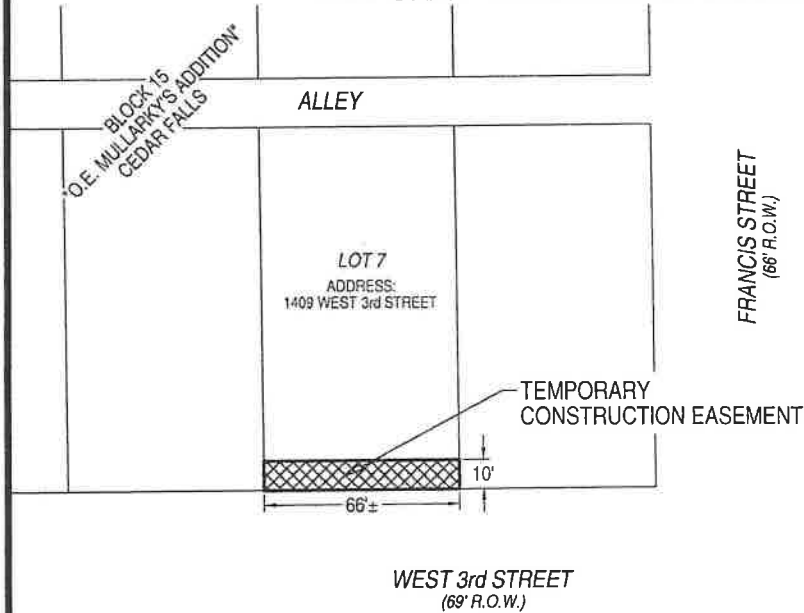
Notary Public in and for the State of Iowa

My Commission Expires:

Right of Way Acquisition Plat
 2021 CDBG SIDEWALK INFILL

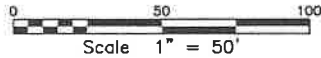
City Proj. No. SW-000-3248

TEMPORARY CONSTRUCTION EASEMENT



TEMPORARY CONSTRUCTION EASEMENT:

The South 10.0 feet of Lot 7, Block 15, "O. E. Mullarky's Addition" to the City of Cedar Falls, Black Hawk County, Iowa.
 Contains 660 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
 Danny T. Berregaard
 9032 Beaver Meadows Lane
 Cedar Falls, Iowa 50613

Parcel No. : 2
 8914-11-256-006

DEPARTMENT OF PUBLIC WORKS
CEDAR FALLS ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA
 50613
 (319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"



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

Date: _____
 Jeffrey P. Helland, L.S. Iowa License No. 16264
 My license renewal date is December 31, 2021.
 Pages or Sheets covered by this Seal: _____

DRAWN BY: *JPH*

CHECKED BY: *BA*

Last Update: April 6, 2021 7:13 AM

SHEET NO.	1	TOTAL SHEETS	1
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Prepared by: Brian Schoon, INRCOG, 229 East Park Avenue, Waterloo, Iowa 50703

TEMPORARY EASEMENT AGREEMENT

I/We, the undersigned Catheryn Purnell, (hereinafter "Grantor[s]"), in consideration of Six Hundred Ninety-Nine Dollars and Sixty Cents (\$699.60) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, and replacement of sidewalks, 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 easement is granted over the following described real estate owned by Grantor(s) to-wit:

The South 10.0 feet of Lot 8, Block 14, "O.E. Mullarky's Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 660 square feet, more or less.

This easement shall be temporary in nature, shall benefit and shall be binding upon Grantor[s] and Grantee, and their 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 work as is reasonable under the circumstances. Further, the temporary easement shall expire without necessity of further written agreement or filing.

Dated this 12 day of July, 2021.

Catheryn Purnell
CATHERYN PURNELL [name] _____ [name]



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

This instrument was acknowledged before me on July 12, 2021, 2021,
by Catheryn Furnell

[Signature]
Notary Public in and for the State of Iowa

My Commission Expires:
2/11/23

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2021.

CITY OF CEDAR FALLS, IOWA
Robert Green, Mayor

ATTEST:
Jacque Danielsen
City Clerk

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

This instrument was acknowledged before me on _____, 2021, by Robert Green, Mayor, and Jacque Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

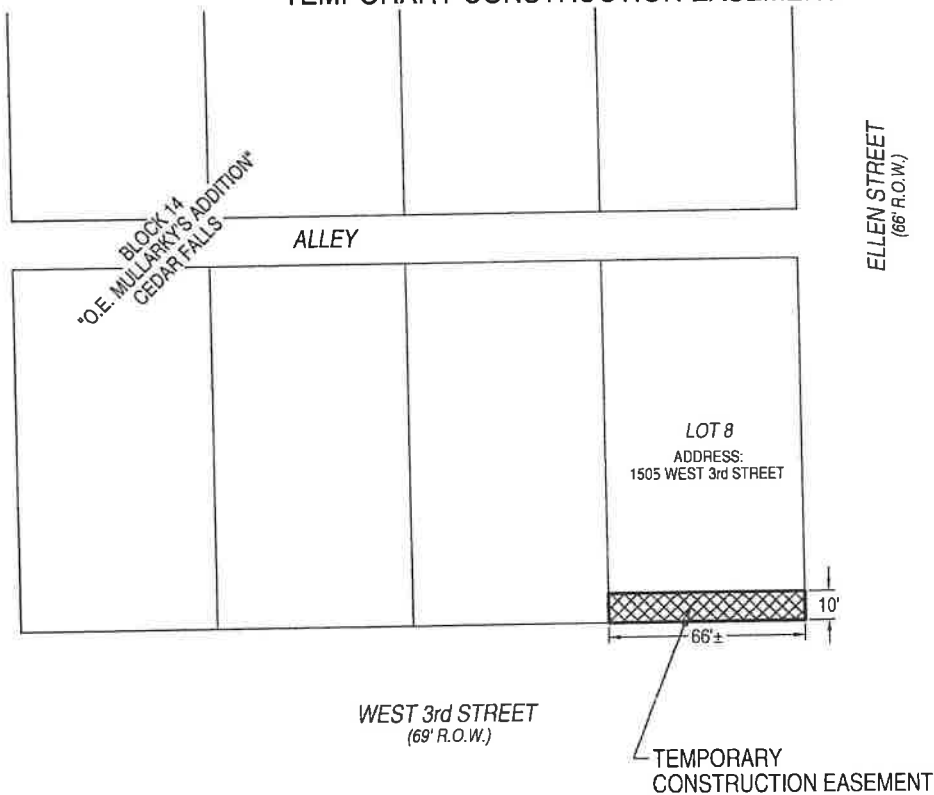
Notary Public in and for the State of Iowa

My Commission Expires:

Right of Way Acquisition Plat
2021 CDBG SIDEWALK INFILL

City Proj. No. SW-000-3248

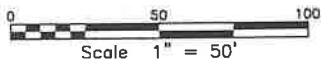
TEMPORARY CONSTRUCTION EASEMENT



TEMPORARY CONSTRUCTION EASEMENT:

The South 10.0 feet of Lot 8, Block 14, "O. E. Mullarky's Addition" to the City of Cedar Falls, Black Hawk County, Iowa.

Contains 660 square feet, more or less.



This plat has been compiled from record information and is not the result of a field survey.

Owner
Catheryn Y. Purnell
1505 West 3rd Street
Cedar Falls, Iowa 50613

Parcel No. : 3
8914-11-255-009

DEPARTMENT OF PUBLIC WORKS
CDAR FALLS ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606



"OUR CITIZENS ARE OUR BUSINESS"



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

Date: _____
Jeffrey P. Helland, L.S. Iowa License No. 16284
My license renewal date is December 31, 2021.
Pages or Sheets covered by this Seal: _____

DRAWN BY: JPH	CHECKED BY: BA	Last Update: April 6, 2021 7:14 AM	SHEET NO. 1	TOTAL SHEETS 1
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**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 8, 2021

SUBJECT: Cyber Lane Extension
City Project Number RC-268-3245
Temporary Construction Easements

The Cyber Lane Extension Project consists of the extension of Cyber Lane from the existing dead end, north to Technology Parkway. This project includes approximately 1,700 square yards of 7" thick PCC pavement, 500 linear feet of storm sewer, and 400 square yards of 4" thick PCC sidewalk.

This project requires temporary construction easements from three (3) properties in order to complete the storm sewer, sidewalk, and grading associated with the new roadway placement. The Temporary Easement Agreements are attached for review. These easements are a part of Lot 23 of the Cedar Falls Technology Park Phase II Tract B of Gateway Business Park at Cedar Falls I, and Lot 1 of Gateway Business Park at Cedar Falls I.

The Engineering Division recommends approval of the Temporary Construction Easements for the Cyber Lane Extension project and be recorded at the Black Hawk County Recorder's Office.

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

7th This Temporary Construction Easement Agreement ("Agreement") is made this day of JULY, 2021, by Shri Siddhipriya Inc. ("Grantors"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantors:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to reasonably restore at Grantee's cost the Easement Area to its original condition in a timely manner after completion of the public improvement project. Such restoration shall include repair of any of Grantors' property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantors do hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantors' prior written approval, diminish access, ingress or egress to any portion of the Grantors' Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantors' Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantors'

Property) (including, but not limited to, ingress/egress/access), by Grantors. Grantee shall use reasonable efforts to coordinate with Grantors prior to use of the Easement Area. No excavated dirt or debris may be left within the Easement Area following completion of the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantors for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of Grantee's use of the Easement Area. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City.

7. Expiration of Temporary Easement. This Agreement and the easement in favor of Grantee shall expire upon the earlier of (a) eighteen (18) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance by the City.

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

GRANTORS:

Shri Siddhipriya Inc.

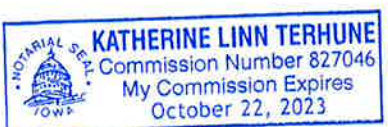
[Signature]

State of Iowa)

County of Black Hawk

This record was acknowledged before me on the 7 day of July, 2021 by ATUL PATEL, Grantors.

[Signature]
Signature of notarial officer



Stamp
[Admin. Asst]
Title of Office

[My commission expires: 10/22/23]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

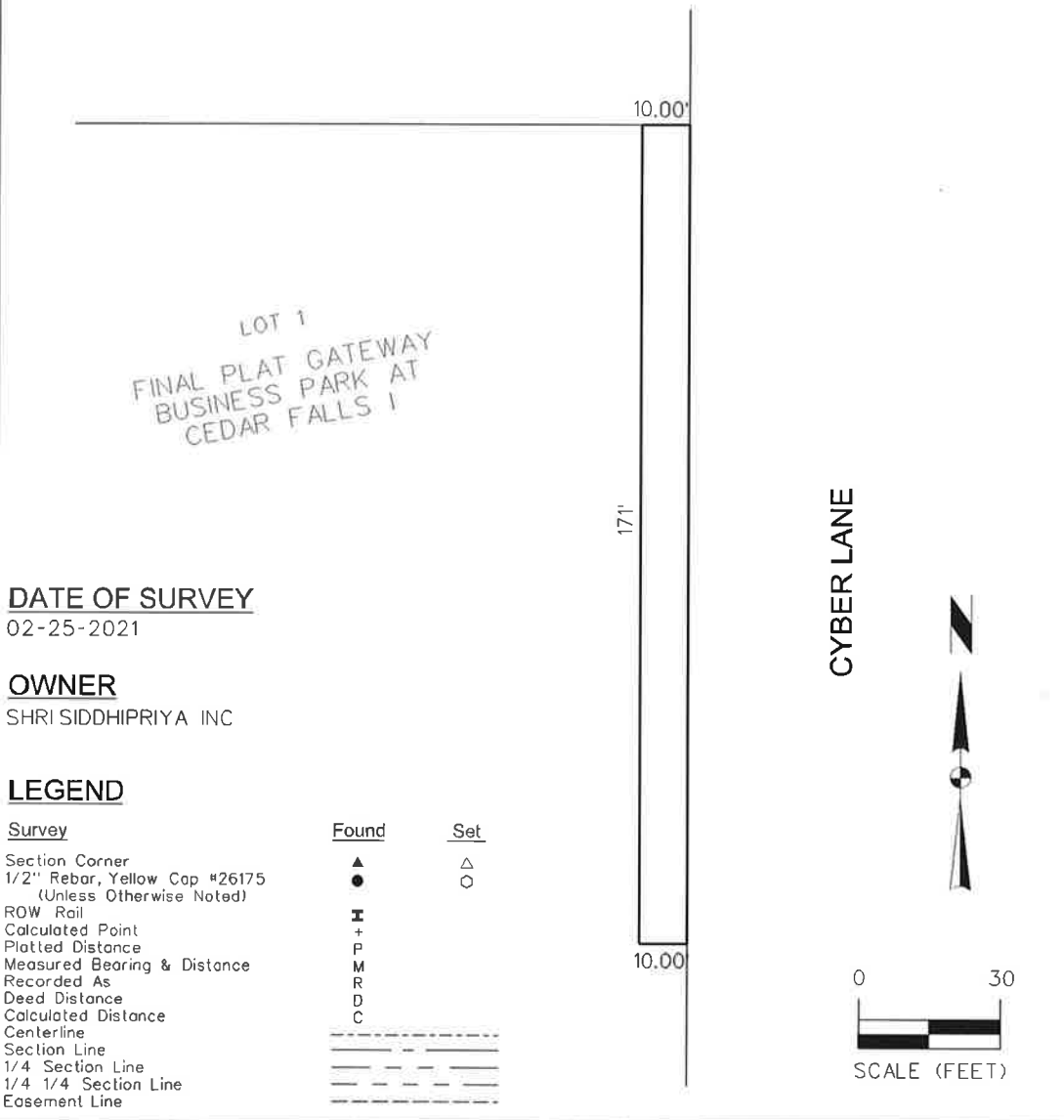
INDEX LEGEND
 SURVEYOR'S NAME / RETURN TO:
 TIM FORINASH
 SNYDER & ASSOCIATES, INC.
 5005 BOWLING ST. SW SUITE A
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 twforinash@snyder-associates.com
 SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED:
 LOT 1
 FINAL PLAT GATEWAY BUSINESS
 PARK AT CEDAR FALLS I
 REQUESTED BY:
 CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

DESCRIPTION

THE EAST 10 FEET OF THE NORTH 171 FEET OF LOT 1, FINAL PLAT GATEWAY BUSINESS PARK AT CEDAR FALLS I, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 0.04 ACRES (1710 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



CYBER LANE EXTENSION	SHEET
PARCEL 1 - SHRI SIDDHIPRIYA INC	PN: 1180554
SNYDER & ASSOCIATES 5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394	FLD BK: PG:
	DATE: 05/28/21
	PM/TECH: TWF

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

7th This Temporary Construction Easement Agreement ("Agreement") is made this day of JULY, 2021, by CF Gateway Park Inc. ("Grantors"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantors:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area for said public improvement project.
2. Restoration of Easement Area. Grantee agrees to reasonably restore at Grantee's cost the Easement Area to its original condition in a timely manner after completion of the public improvement project. Such restoration shall include repair of any of Grantors' property damaged as set forth in Paragraph 6 below.
3. No Obstructions. Grantors do hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantors' prior written approval, diminish access, ingress or egress to any portion of the Grantors' Property.
5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantors' Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantors'

Property) (including, but not limited to, ingress/egress/access), by Grantors. Grantee shall use reasonable efforts to coordinate with Grantors prior to use of the Easement Area. No excavated dirt or debris may be left within the Easement Area following completion of the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantors for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of Grantee's use of the Easement Area. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City.

7. Expiration of Temporary Easement. This Agreement and the easement in favor of Grantee shall expire upon the earlier of (a) eighteen (18) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance by the City.

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

GRANTORS:

CF Gateway Park Inc.

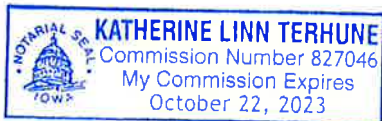
[Signature]

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 7 day of July, 2021 by ATUL PATEL, Grantors.

[Signature]
Signature of notarial officer



Stamp

[Admin Asst]
Title of Office

[My commission expires: 10/22/23]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
 TIM FORINASH
 SNYDER & ASSOCIATES, INC.
 5005 BOWLING ST. SW SUITE A
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 twforinash@snyder-associates.com
 SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED:
 TRACT B
 FINAL PLAT GATEWAY BUSINESS
 PARK AT CEDAR FALLS I
 REQUESTED BY:
 CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

DESCRIPTION

A PART OF TRACT B, FINAL PLAT GATEWAY BUSINESS PARK AT CEDAR FALLS I, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE THE NORTHEAST CORNER OF SAID TRACT B; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT B AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 433.00 FEET, WHOSE LENGTH IS 70.98 FEET AND WHOSE CHORD BEARS SOUTH 4° 43' 24" WEST, 70.90 FEET; THENCE SOUTH 0° 01' 38" WEST ALONG SAID EAST LINE, A DISTANCE OF 24.18 FEET TO THE SOUTHEAST CORNER OF SAID TRACT B; THENCE NORTH 89° 58' 22" WEST ALONG THE SOUTH LINE OF SAID TRACT B, A DISTANCE OF 10.00 FEET; THENCE NORTH 0° 01' 38" EAST; 24.18 FEET; THENCE NORTH ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 443.00 FEET; WHOSE LENGTH IS 21.10 FEET AND WHOSE CHORD BEARS NORTH 1° 23' 31" EAST, 21.10 FEET; THENCE NORTH 85° 31' 00" WEST, 49.89 FEET; THENCE NORTH 4° 29' 00" EAST, 20.00 FEET; THENCE SOUTH 85° 31' 00" EAST, 49.74 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 443.00 FEET, WHOSE LENGTH IS 35.51 FEET AND WHOSE CHORD BEARS NORTH 7° 26' 46" EAST, 32.50 FEET TO THE NORTH LINE OF SAID TRACT B; THENCE SOUTH 74° 52' 55" EAST ALONG SAID NORTH LINE, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES (1,959 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

02-25-2021

OWNER

CEDAR FALLS GATEWAY PARK INC.

BASIS OF BEARING

THE EAST LINE OF LOT 23 IS ASSUMED TO BEAR SOUTH 15° 10' 06" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap #26175 (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	-----	
Section Line	=====	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	

CYBER LANE EXTENSION

PARCEL 2 - CEDAR FALLS GATEWAY PARK INC.



5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 1 OF 2

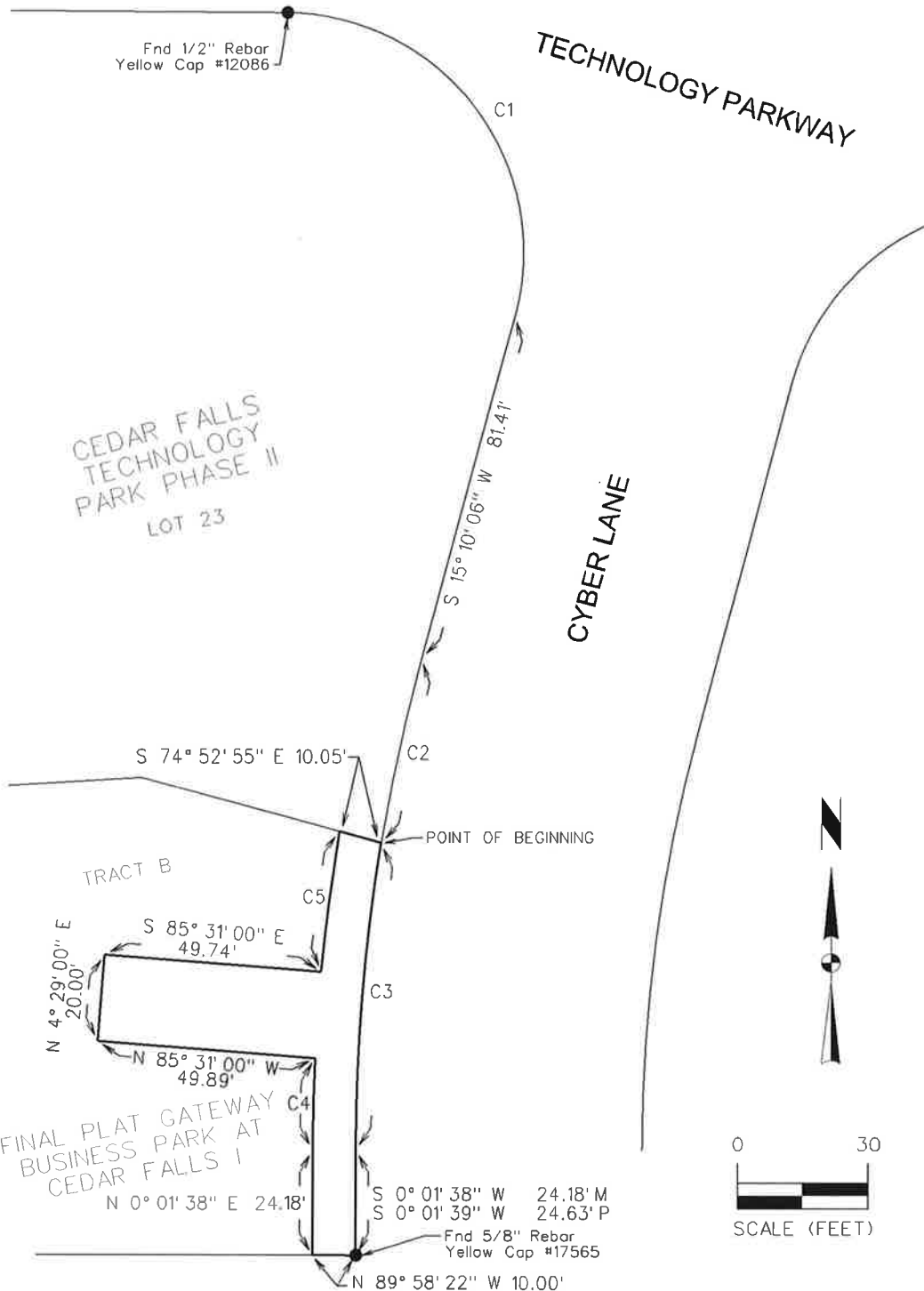
PN: 1180554

FLD BK: PG:

DATE: 05/28/21

PM/TECH: TWF

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1 (M)	104° 46' 42" RT	55.00'	100.58'	71.39'	S 37° 13' 15" E 87.14'
C1 (P)	105° 46' 45"	55.00'	100.58'	71.39'	S 38° 08' 05" E 87.14'
C2	5° 44' 45" LT	433.00'	43.42'	21.73'	S 12° 17' 33" W 43.40'
C3	9° 23' 32" LT	433.00'	70.98'	35.57'	S 4° 43' 24" W 70.90'
C4	2° 43' 46" RT	443.00'	21.10'	10.55'	N 1° 23' 31" E 21.10'
C5	4° 12' 17" RT	443.00'	32.51'	16.26'	N 7° 26' 46" E 32.50'

CYBER LANE EXTENSION

PARCEL 2 - CEDAR FALLS GATEWAY PARK INC.



5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	2 OF 2
PN:	1180554
FLD BK:	PG:
DATE:	05/28/21
PM/TECH:	TWF

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

7th This Temporary Construction Easement Agreement ("Agreement") is made this day of JULY, 2021, by Shri Mahaganapati and Hanumanta ("Grantors"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantors:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to reasonably restore at Grantee's cost the Easement Area to its original condition in a timely manner after completion of the public improvement project. Such restoration shall include repair of any of Grantors' property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantors do hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantors' prior written approval, diminish access, ingress or egress to any portion of the Grantors' Property.

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Property) (including, but not limited to, ingress/egress/access), by Grantors. Grantee shall use reasonable efforts to coordinate with Grantors prior to use of the Easement Area. No excavated dirt or debris may be left within the Easement Area following completion of the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantors for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of Grantee's use of the Easement Area. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City.

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

GRANTORS:

Shri Mahaganapati and Hanumanta

Atul Patel

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 7 day of July, 2021, by ATUL PATEL, Grantors.

[Signature]
Signature of notarial officer
Stamp

[Administrative Asst]
Title of Office

[My commission expires: 10/22/23]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

INDEX LEGEND
 SURVEYOR'S NAME / RETURN TO:
 TIM FORINASH
 SNYDER & ASSOCIATES, INC.
 5005 BOWLING ST. SW SUITE A
 CEDAR RAPIDS, IOWA 52404
 319-362-9394
 twforinash@snyder-associates.com
 SERVICE PROVIDED BY:
 SNYDER & ASSOCIATES, INC.
 SURVEY LOCATED:
 LOT 23
 CEDAR FALLS TECHNOLOGY PARK PHASE II
 REQUESTED BY:
 CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

DESCRIPTION

A PART OF LOT 23, CEDAR FALLS TECHNOLOGY PARK PHASE II, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT B, FINAL PLAT GATEWAY BUSINESS PARK AT CEDAR FALLS I; THENCE NORTH 74°52'55" WEST ALONG THE NORTH LINE OF SAID TRACT B, A DISTANCE OF 20.09 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 453.00 FEET, WHOSE LENGTH IS 43.43 FEET AND WHOSE CHORD BEARS NORTH 12° 25' 07" EAST, 43.42 FEET; THENCE NORTH 15° 10' 06" EAST, 123.84 FEET TO THE EASTERLY LINE OF SAID LOT 23; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 55.00 FEET; WHOSE LENGTH IS 48.46 FEET AND WHOSE CHORD BEARS SOUTH 10° 04' 16" EAST ALONG SAID EAST LINE, A DISTANCE OF 46.90 FEET; THENCE SOUTH 15° 10' 06" WEST ALONG SAID EAST LINE, A DISTANCE OF 81.41 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 433.00 FEET, WHOSE LENGTH IS 43.42 FEET AND WHOSE CHORD BEARS SOUTH 12° 17' 33" WEST, 43.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES (3,087 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

02-25-2021

OWNER

SHRI MAHAGANAPATI AND HANUMANTA

BASIS OF BEARING

THE EAST LINE OF LOT 23 IS ASSUMED TO BEAR SOUTH 15° 10' 06" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap #26175 (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	+	
Plotted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----	
Section Line	=====	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	

CYBER LANE EXTENSION

SHEET 1 OF 2

PARCEL 3 - SHRI MAHAGANAPATI AND HANUMANTA

PN: 1180554

FLD BK: PG:

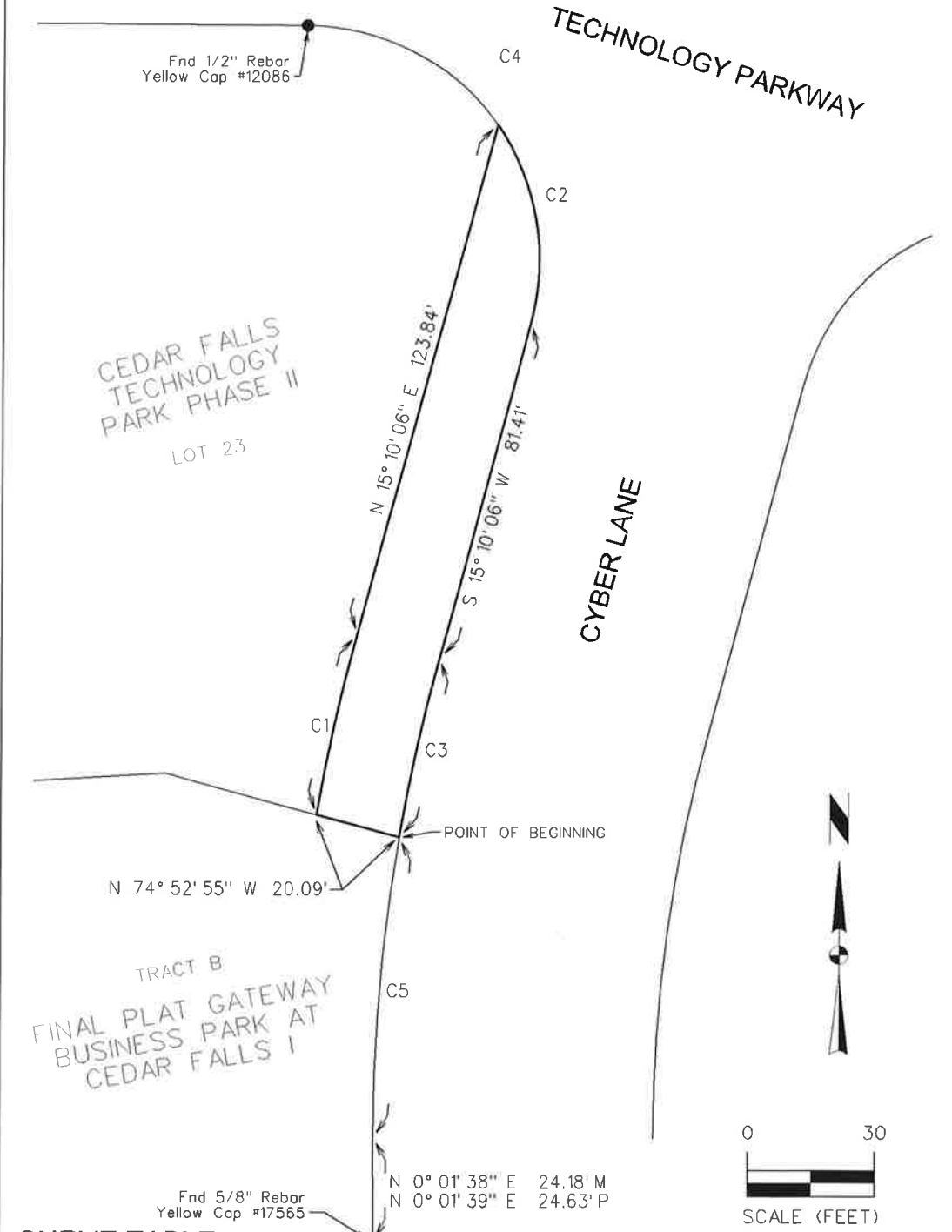
DATE: 05/28/21

PM/TECH: TWF



5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404 (319) 362-9394

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	5° 29' 37" RT	453.00'	43.43'	21.73'	N 12° 25' 07" E 43.42'
C2	50° 28' 44" RT	55.00'	48.46'	25.93'	S 10° 04' 16" E 46.90'
C3	5° 44' 45" LT	433.00'	43.42'	21.73'	S 12° 17' 33" W 43.40'
C4 (M)	104° 46' 42" RT	55.00'	100.58'	71.39'	S 37° 13' 15" E 87.14'
C4 (P)	105° 46' 45" RT	55.00'	100.58'	71.39'	S 38° 08' 05" E 87.14'
C5	9° 23' 32" RT	433.00'	70.98'	35.57'	N 4° 43' 24" E 70.90'

CYBER LANE EXTENSION

PARCEL 3 - SHRI MAHAGANAPATI AND HANUMANTA



5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	2 OF 2
PN:	1180554
FLD BK:	PG:
DATE:	05/28/21
PM/TECH:	TWF



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager
DATE: July 14, 2021
SUBJECT: Equipment Purchase

Quotes were received for a Loader Mounted Snow Blower to be utilized in the Operations and Maintenance Division. This equipment is scheduled for purchase in FY22 at a projected amount of \$145,000 utilizing Street Construction Funds. Loader mounted units are utilized during heavy periods of snow and high winds to remove roadway drifting as well as removing windrowed snow from the High School, Parkade and College Hill areas.

Following is a summation of the quotes received for the loader mounted blower

Larue D40 Snow Blower (demonstrator)	\$159,725.00
SnoGo WK	\$172,117.50
Laure D40 (Sourcewell contract)	\$173,485.25

The quote for the Larue D40 did meet City specifications and is the lowest quote received. Further, the Demonstration unit is available immediately so there will be no uncertainty regarding delivery during these difficult times of procuring equipment and supplies.

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total cost of \$159,725.00. This expenditure does exceed the budgeted amount of \$145,000.00 earmarked in the Street Construction Funds however, the City of Hudson has committed to purchasing the City's used unit for \$14,000.00 which will bring the net cost to \$145,725.00. The overage of \$725.00 will also be paid from Street Construction Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager
DATE: July 15, 2021
SUBJECT: Equipment Purchase

A mechanical upgrade for the transfer station is scheduled for FY22. This project will consist of rebuilding the pit structure and adding a new material transfer (walking floor) mechanism and hydraulic pump. This project is listed in the Capital Improvement Projects at a cost of \$275,000.00.

The current specialized mechanical and hydraulic system was originally designed by Keith Manufacturing to fit into the existing steel structure back in 2007. The hydraulic controls and design of the mechanism at the transfer station are specific to Keith Manufacturing therefore competitive quotes were not received for this equipment. Nor does it meet the requirements for formal bid procedures.

The quote that was received from Keith Manufacturing is as follows;

Walking Floor Module - \$49,500.00
Hydraulic Pump - \$9,000.00

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for the Transfer Station Pit Refurbishing Project for a cost of \$58,500.00. Refuse Funds will be utilized as the funding source for this project.

This project is scheduled for early March 2022. The equipment purchase approval is being requested now to ensure equipment is on site at the onset of the project. Additional costs will include purchase of structural steel materials and labor costs for removal and reinstallation of the old and new floor modules.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 14, 2021

SUBJECT: Cyber Lane Extension
 City Project Number RC-268-3245
 Bid Opening

On Tuesday, July 13th, 2021 at 2:00 p.m., bids were received and opened for the Cyber Lane Extension Project. A total of eight (8) bids were received, with Owen Contracting, Inc. the low bidder:

	<i>Base Bid</i>
<u>Engineering Estimate</u>	\$347,866.80
Owen Contracting, Inc.	\$296,323.66
Peterson Contractors, Inc.	\$310,877.63
Baker Enterprises, Inc.	\$328,563.86
Hudson Hardware Plumbing and Heating	\$339,898.58
BWC Excavating, LC	\$344,978.40
Vieth Construction Corporation	\$366,050.58
Dave Schmitt Construction	\$366,921.60
Pirc-Tobin Construction, Inc.	\$372,164.20

The Engineer's Estimate for this project was \$347,866.80. Owen Contracting, Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$296,323.66. Attached is a bid tab for your reference. The project will be funded by the Tax Increment Financing – South Cedar Falls Funds.

We recommend acceptance of the lowest bid from Owen Contracting, Inc. in the amount of \$296,323.66. On August 2nd, 2021, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

TABULATION OF BIDS

Cyber Lane Extension
 City of Cedar Falls - Project Number RC-268-3245

July 13, 2021 at 2:00 PM

BASE BID

		ENGINEER'S ESTIMATE				Owen Contracting, Inc.		Peterson Contractors Inc		Baker Enterprises, Inc.		Hudson Hardware Plumbing and Heating		BWC Excavating, LC		Vieth Const. Corp.		Dave Schmitt Construction		Pirc-Tobin Construction Inc		BID AVERAGE		
ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2010-D-1	Topsail, On-site	CY	150	\$ 25.00	\$ 3,750.00	\$ 6.00	\$ 900.00	\$ 5.75	\$ 862.50	\$ 10.00	\$ 1,500.00	\$ 5.00	\$ 750.00	\$ 20.00	\$ 3,000.00	\$ 21.00	\$ 3,150.00	\$ 24.50	\$ 3,675.00	\$ 20.00	\$ 3,000.00	\$ 14.03	\$ 2,104.69
2	2010-D-3	Topsail, Off-site	CY	450	\$ 25.00	\$ 11,250.00	\$ 15.00	\$ 6,750.00	\$ 11.25	\$ 5,062.50	\$ 24.00	\$ 10,800.00	\$ 20.00	\$ 9,000.00	\$ 30.00	\$ 13,500.00	\$ 17.00	\$ 7,650.00	\$ 38.70	\$ 17,415.00	\$ 35.00	\$ 15,750.00	\$ 23.87	\$ 10,740.94
3	2010-E	Excavation, Class 10	CY	362	\$ 12.00	\$ 4,344.00	\$ 6.00	\$ 2,172.00	\$ 4.00	\$ 1,448.00	\$ 7.00	\$ 2,534.00	\$ 10.00	\$ 3,620.00	\$ 3.00	\$ 1,086.00	\$ 6.00	\$ 2,172.00	\$ 8.45	\$ 3,058.90	\$ 15.00	\$ 5,430.00	\$ 7.43	\$ 2,690.11
4	2010-E	Excavation, Class 10, Unsuitable Materials	CY	68	\$ 15.00	\$ 1,020.00	\$ 6.00	\$ 408.00	\$ 55.00	\$ 3,740.00	\$ 7.00	\$ 476.00	\$ 10.00	\$ 680.00	\$ 40.00	\$ 2,720.00	\$ 22.00	\$ 1,496.00	\$ 91.80	\$ 6,242.40	\$ 57.00	\$ 3,876.00	\$ 36.10	\$ 2,454.80
5	2010-E	Excavation, Class 10, Waste	CY	4630	\$ 10.00	\$ 46,300.00	\$ 4.50	\$ 20,835.00	\$ 7.00	\$ 32,410.00	\$ 6.00	\$ 27,780.00	\$ 8.00	\$ 37,040.00	\$ 10.00	\$ 46,300.00	\$ 10.50	\$ 48,615.00	\$ 10.90	\$ 50,467.00	\$ 13.50	\$ 62,505.00	\$ 8.80	\$ 40,744.00
6	2010-G	Subgrade Preparation	SY	2024	\$ 1.50	\$ 3,036.00	\$ 1.75	\$ 3,542.00	\$ 1.50	\$ 3,036.00	\$ 1.50	\$ 3,036.00	\$ 1.50	\$ 3,036.00	\$ 1.00	\$ 2,024.00	\$ 1.50	\$ 3,036.00	\$ 1.25	\$ 2,530.00	\$ 1.30	\$ 2,631.20	\$ 1.41	\$ 2,858.90
7	2010-H	Subgrade Treatment, Geogrid, Type 3	SY	202	\$ 6.00	\$ 1,212.00	\$ 2.00	\$ 404.00	\$ 6.50	\$ 1,313.00	\$ 4.00	\$ 808.00	\$ 7.00	\$ 1,414.00	\$ 7.00	\$ 1,414.00	\$ 6.00	\$ 1,212.00	\$ 2.85	\$ 575.70	\$ 4.10	\$ 828.20	\$ 4.93	\$ 996.11
8	2010-I	Subbase, Modified, 12"	SY	2226	\$ 15.00	\$ 33,390.00	\$ 14.00	\$ 31,164.00	\$ 14.75	\$ 32,833.50	\$ 15.50	\$ 34,503.00	\$ 14.00	\$ 31,164.00	\$ 14.75	\$ 32,833.50	\$ 15.25	\$ 33,946.50	\$ 17.10	\$ 38,064.60	\$ 15.50	\$ 34,503.00	\$ 15.11	\$ 33,626.51
9	3010-C	Trench Foundation	TON	17	\$ 30.00	\$ 510.00	\$ 25.00	\$ 425.00	\$ 44.00	\$ 748.00	\$ 30.00	\$ 510.00	\$ 25.00	\$ 425.00	\$ 39.00	\$ 663.00	\$ 38.00	\$ 646.00	\$ 23.20	\$ 394.40	\$ 31.50	\$ 535.50	\$ 31.96	\$ 543.36
10	3010-D	Replacement of Unsuitable Backfill Material	CY	45	\$ 40.00	\$ 1,800.00	\$ 46.50	\$ 2,092.50	\$ 24.75	\$ 1,113.75	\$ 35.00	\$ 1,575.00	\$ 40.00	\$ 1,800.00	\$ 50.00	\$ 2,250.00	\$ 24.00	\$ 1,080.00	\$ 45.30	\$ 2,038.50	\$ 54.50	\$ 2,452.50	\$ 40.01	\$ 1,800.28
11	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	105	\$ 65.00	\$ 6,825.00	\$ 48.00	\$ 5,040.00	\$ 71.00	\$ 7,455.00	\$ 65.00	\$ 6,825.00	\$ 65.00	\$ 6,825.00	\$ 68.00	\$ 7,140.00	\$ 78.00	\$ 8,190.00	\$ 69.90	\$ 7,339.50	\$ 52.00	\$ 5,460.00	\$ 64.61	\$ 6,784.31
12	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	86	\$ 90.00	\$ 7,740.00	\$ 105.00	\$ 9,030.00	\$ 117.00	\$ 10,062.00	\$ 122.00	\$ 10,492.00	\$ 105.00	\$ 9,030.00	\$ 112.00	\$ 9,632.00	\$ 64.00	\$ 5,808.00	\$ 152.50	\$ 13,115.00	\$ 94.50	\$ 8,127.00	\$ 109.00	\$ 9,374.00
13	4020-A-1	Storm Sewer, Trenched, HDPE, 15"	LF	88	\$ 50.00	\$ 4,400.00	\$ 83.00	\$ 7,304.00	\$ 40.00	\$ 3,520.00	\$ 64.00	\$ 5,632.00	\$ 45.00	\$ 3,960.00	\$ 82.00	\$ 7,216.00	\$ 79.00	\$ 6,952.00	\$ 76.30	\$ 6,714.40	\$ 75.50	\$ 6,644.00	\$ 68.10	\$ 5,992.80
14	4020-A-1	Storm Sewer, Trenched, HDPE, 30"	LF	210	\$ 85.00	\$ 17,850.00	\$ 95.00	\$ 19,950.00	\$ 68.50	\$ 14,385.00	\$ 99.00	\$ 20,790.00	\$ 75.00	\$ 15,750.00	\$ 100.00	\$ 21,000.00	\$ 111.00	\$ 23,310.00	\$ 93.60	\$ 19,656.00	\$ 93.50	\$ 19,635.00	\$ 91.95	\$ 19,309.50
15	4020-D	Removal of Storm Sewer, RCP, All Sizes and Materials	LF	35	\$ 15.00	\$ 525.00	\$ 10.00	\$ 350.00	\$ 15.25	\$ 533.75	\$ 20.00	\$ 700.00	\$ 10.00	\$ 350.00	\$ 15.00	\$ 525.00	\$ 13.00	\$ 455.00	\$ 30.00	\$ 450.00	\$ 18.50	\$ 647.50	\$ 16.47	\$ 576.41
16	4030-B	Pipe Apron, RCP, 30"	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,575.00	\$ 1,575.00	\$ 1,525.00	\$ 1,525.00	\$ 1,600.00	\$ 1,600.00	\$ 2,750.00	\$ 2,750.00	\$ 1,625.00	\$ 1,625.00	\$ 1,200.00	\$ 1,200.00	\$ 1,396.00	\$ 1,396.00	\$ 1,300.00	\$ 1,300.00	\$ 1,621.38	\$ 1,621.38
17	4030-C	Footing for Concrete Pipe Apron, RCP, 30"	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,560.00	\$ 1,560.00	\$ 1,450.00	\$ 1,450.00	\$ 750.00	\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 650.00	\$ 650.00	\$ 700.00	\$ 700.00	\$ 515.00	\$ 515.00	\$ 698.00	\$ 698.00	\$ 946.63	\$ 946.63
18	4030-D	Pipe Apron Guard	EA	1	\$ 500.00	\$ 500.00	\$ 1,750.00	\$ 1,750.00	\$ 1,475.00	\$ 1,475.00	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00	\$ 1,725.00	\$ 1,650.00	\$ 1,650.00	\$ 1,240.00	\$ 1,240.00	\$ 1,600.00	\$ 1,600.00	\$ 1,573.75	\$ 1,573.75
19	4040-A	Subdrain, 6", Corrugated PE, Type S	LF	627	\$ 14.00	\$ 8,778.00	\$ 12.00	\$ 7,524.00	\$ 13.50	\$ 8,464.50	\$ 11.50	\$ 7,210.50	\$ 12.00	\$ 7,524.00	\$ 10.00	\$ 6,270.00	\$ 15.00	\$ 9,405.00	\$ 15.90	\$ 9,969.30	\$ 14.00	\$ 8,778.00	\$ 12.99	\$ 8,143.16
20	4040-C	Subdrain Cleanout, Type A-2, 6"	EA	3	\$ 300.00	\$ 900.00	\$ 450.00	\$ 1,350.00	\$ 435.00	\$ 1,305.00	\$ 375.00	\$ 1,125.00	\$ 450.00	\$ 1,350.00	\$ 400.00	\$ 1,200.00	\$ 400.00	\$ 1,200.00	\$ 299.50	\$ 898.50	\$ 535.00	\$ 1,605.00	\$ 418.06	\$ 1,254.19
21	4040-D	Subdrain Outlets and Connections, CMP, 6"	EA	9	\$ 300.00	\$ 2,700.00	\$ 125.00	\$ 1,125.00	\$ 270.75	\$ 2,436.75	\$ 250.00	\$ 2,250.00	\$ 500.00	\$ 4,500.00	\$ 400.00	\$ 3,600.00	\$ 600.00	\$ 5,400.00	\$ 74.50	\$ 670.50	\$ 146.00	\$ 1,314.00	\$ 295.78	\$ 2,662.03
22	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	29	\$ 100.00	\$ 2,900.00	\$ 195.00	\$ 5,655.00	\$ 230.00	\$ 6,670.00	\$ 225.00	\$ 6,525.00	\$ 200.00	\$ 5,800.00	\$ 175.00	\$ 5,075.00	\$ 450.00	\$ 13,050.00	\$ 246.50	\$ 7,148.50	\$ 230.00	\$ 6,670.00	\$ 243.94	\$ 7,074.19
23	5010-C-1	Fitting, DI, 12" MJ 45? Bend	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 675.00	\$ 2,025.00	\$ 650.00	\$ 1,950.00	\$ 875.00	\$ 2,625.00	\$ 700.00	\$ 2,100.00	\$ 775.00	\$ 2,325.00	\$ 1,300.00	\$ 3,900.00	\$ 1,512.00	\$ 4,536.00	\$ 1,200.00	\$ 3,600.00	\$ 960.88	\$ 2,882.63
24	5020-H	Fire Hydrant Adjustment	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00	\$ 1,454.00	\$ 1,454.00	\$ 2,250.00	\$ 2,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,915.00	\$ 1,915.00	\$ 1,350.00	\$ 1,350.00	\$ 1,610.00	\$ 1,610.00	\$ 3,700.00	\$ 3,700.00	\$ 1,753.63	\$ 1,753.63
25	6010-B	Intake, SW-507	EA	5	\$ 4,000.00	\$ 20,000.00	\$ 3,850.00	\$ 19,250.00	\$ 4,900.00	\$ 24,500.00	\$ 5,300.00	\$ 26,500.00	\$ 4,750.00	\$ 23,750.00	\$ 4,500.00	\$ 22,500.00	\$ 5,700.00	\$ 28,500.00	\$ 4,767.00	\$ 23,835.00	\$ 4,500.00	\$ 22,500.00	\$ 4,783.38	\$ 23,916.88
26	6010-B	Intake, SW-508	EA	3	\$ 4,750.00	\$ 14,250.00	\$ 4,875.00	\$ 14,625.00	\$ 5,750.00	\$ 17,250.00	\$ 6,600.00	\$ 19,800.00	\$ 5,250.00	\$ 15,750.00	\$ 5,335.00	\$ 16,005.00	\$ 6,150.00	\$ 18,450.00	\$ 5,770.00	\$ 17,310.00	\$ 5,200.00	\$ 15,600.00	\$ 5,616.25	\$ 16,848.75
27	7010-A	Pavement, PCC, 7"	SY	1698	\$ 45.00	\$ 76,410.00	\$ 41.85	\$ 71,061.30	\$ 42.35	\$ 71,910.30	\$ 41.25	\$ 70,042.50	\$ 43.00	\$ 73,014.00	\$ 42.80	\$ 72,674.40	\$ 45.00	\$ 76,410.00	\$ 41.30	\$ 70,127.40	\$ 42.50	\$ 72,165.00	\$ 42.51	\$ 72,175.61
28	7030-E	Sidewalk, PCC, 4"	SY	376	\$ 55.00	\$ 20,680.00	\$ 39.10	\$ 14,701.60	\$ 39.10	\$ 14,701.60	\$ 36.00	\$ 13,536.00	\$ 42.00	\$ 15,792.00	\$ 39.50	\$ 14,852.00	\$ 39.25	\$ 14,758.00	\$ 43.70	\$ 16,431.20	\$ 37.00	\$ 13,912.00	\$ 39.46	\$ 14,835.55
29	7040-H	Pavement Removal	SY	183.4	\$ 15.00	\$ 2,751.00	\$ 6.00	\$ 1,100.40	\$ 9.95	\$ 1,824.83	\$ 10.00	\$ 1,834.00	\$ 10.00	\$ 1,834.00	\$ 10.00	\$ 1,834.00	\$ 19.10	\$ 3,502.94	\$ 15.50	\$ 2,842.70	\$ 11.32	\$ 2,075.86	\$ 11.32	\$ 2,075.86
30	8030-A	Temporary Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 825.00	\$ 825.00	\$ 750.00	\$ 750.00	\$ 3,600.00	\$ 3,600.00	\$ 1,459.38	\$ 1,459.38
31	8940-A	Sign Panels	SF	41.36	\$ 30.00	\$ 1,240.80	\$ 26.00	\$ 1,075.36	\$ 41.36	\$ 1,710.65	\$ 26.00	\$ 1,075.36	\$ 28.00	\$ 1,158.08	\$ 25.00	\$ 1,034.00	\$ 28.00	\$ 1,158.08	\$ 26.00	\$ 1,075.36	\$ 22.50	\$ 930.60	\$ 27.86	\$ 1,152.19
32	8940-B	Sign Posts	LF	64	\$ 30.00	\$ 1,920.00	\$ 13.00	\$ 832.00	\$ 13.00	\$ 832.00	\$ 13.00	\$ 832.00	\$ 20.00	\$ 1,280.00	\$ 10.00	\$ 640.00	\$ 14.00	\$ 896.00	\$ 13.00	\$ 832.00	\$ 21.00	\$ 1,344.00	\$ 14.63	\$ 936.00
33	9010-B	Hydraulic Seeding, Fertilizing, and Mulching, BFM, Type 1 Mix	AC	0.8	\$ 3,750.00	\$ 3,000.00	\$ 4,250.00	\$ 3,400.00	\$ 4,250.00	\$ 3,400.00	\$ 4,250.00	\$ 3,400.00	\$ 4,250.00	\$ 6,000.00	\$ 4,800.00	\$ 7,250.00	\$ 5,800.00	\$ 4,650.00	\$ 3,720.00	\$ 4,250.00	\$ 3,400.00	\$ 5,100.00	\$ 4,080.00	\$ 5,000.00
34	9040-A-2	SWPPP Management	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,600.00	\$ 2,600.00	\$ 2,700.00	\$ 2,700.00	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00	\$ 2,687.50	\$ 2,687.50
35	9040-D-1	Filter Sock, 12"	LF	1650	\$ 3.50	\$ 5,775.00	\$ 2.00	\$ 3,300.00	\$ 2.50	\$ 4,125.00	\$ 2.00	\$ 3,300.00	\$ 3.65	\$ 6,022.50	\$ 2.75	\$ 4,537.50	\$ 2.00	\$ 3,300.00	\$ 2.00	\$ 3,300.00	\$ 2.80	\$ 4,620.00	\$ 2.46	\$ 4,063.13
36	9040-D-2	Filter Socks, Removal	LF	1650	\$ 1.00	\$ 1,65																		


DEPARTMENT OF PUBLIC WORKS – Engineering Division

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

**MEMORANDUM
 Engineering Division**

TO: Honorable Mayor Robert Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: July 15, 2021

SUBJECT: Professional Services Agreement
 Main Street Reconstruction (6th St. to University)
 Foth Infrastructure and Environmental, LLC
 Project No. RC-000-3283

Please find attached the Professional Services Agreement with Foth Infrastructure and Environmental, LLC (Foth) which outlines the scope of services and costs for the Main Street Reconstruction project.

This project is for design of the roadway from 6th Street to approximately 250 feet north of University Avenue. The project entails a four lane to three lane conversion, addition of roundabouts at the intersections of 12th, 18th and Seerley streets, addition of bike lanes, underground infrastructure improvements, and optional mini roundabout at 6th Street.

The enclosed agreement with Foth provides for the design and construction services of the roadway reconstruction, culvert design and property acquisition services. The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$1,959,241.

This project is currently programmed in the CIP for construction in FY 2023-2025. The project is currently budgeted at \$8,300,000. Programmed funds include Local Option Sales Tax, Street Construction Fund, Storm Water Fund, Surface Transportation Block Grants, and General Obligation Bonds.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Foth for the Main Street Reconstruction project.

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

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



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**Main Street Reconstruction (6th Street to University Avenue)
Cedar Falls, Iowa
City Project Number: RC-000-3283**

This Agreement is made and entered by and between Foth Infrastructure & Environment, LLC, 411 6th Avenue SE, Suite 400, Cedar Rapids, Iowa 50401, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

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

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of One million nine hundred fifty nine thousand two hundred and forty one dollars (\$1,959,241).

Roadway Design Services	\$929,530
18 th Street Box Culvert Design	\$87,305
Seerley Blvd Box Culvert Design	\$121,915
ROW Acquisition Services	\$368,240
Construction Period Services	\$452,251

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: Robert M. Green

Printed Name: Aaron Moniza

Title: Mayor of Cedar Falls

Title: Senior Client Manager

Date: _____

Date: 7/15/21

Exhibit A

Main Street Reconstruction (6th Street to University Avenue) Cedar Falls, Iowa City Project Number RC-000-3283

SCOPE OF SERVICES

This document outlines the scope of services specific for the Main Street Reconstruction Project. The term “CONSULTANT” as used in this document shall be defined as the design contractor (Foth Infrastructure & Environment, LLC) that will be performing work for the City of Cedar Falls, Iowa, hereinafter referred to as “CLIENT”.

A. Project Description

Project will include the reconstruction of Main Street (currently a 4-lane minor arterial) between 6th Street and University Avenue, including all intersections.

Project Objectives:

- Improve pavement conditions
- Enhance safety
- Provide bicycle and pedestrian mobility
- Improve traffic flow
- Support economic growth and revitalization

B. General Scope of Work

The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the following scope of services for the project.

The project consists of conceptual development, public involvement, preliminary design, final design, right-of-way acquisition, and construction period services.

Project Assumptions:

- Maintain existing 80' corridor right-of-way width.
- Replace existing pavement
- Replace subsurface materials as necessary
- Update roadway typical section to 3-lanes with on-street bike lanes
- Maintain or improve project area drainage

- Replace or extend box culverts located at 18th Street and Seerley Boulevard if needed. This will be determined by hydrologic/hydraulic study.
- Intersection improvements at 6th Street (to be determined), 12th Street (roundabout), 18th Street (roundabout), Seerley Boulevard (roundabout).
- Upgrade/replace sanitary sewer within project limits.
- Upgrade/replace water main within project limits.
- Permanent acquisition and temporary construction easements will be required for project. Consultant to prepare acquisition plats and temporary easement exhibits and complete acquisition services.
- Roadway and intersection lighting planned for corridor. CFU will do the electrical circuit design for lighting.
- Construct project under traffic - maintain traffic on Main Street and access during construction.

Design Services

Project Management/Administration

General Project Management

The project manager for the Consultant will be responsible for the development and tracking of the scope of services, maintaining coordination with the Client, monthly progress reporting, interoffice memoranda, and project invoicing. This includes subconsultant management, scheduling of staff, and progress review.

The duration is assumed to be 52 months for this scope of services.

Internal Project Kick-off Meeting

The Consultant will conduct project planning events with the project team. The events will involve the development of a realistic project plan, including a high level master schedule, resource plan, visual work flow planning boards and a proactive risk identification and mitigation analysis. Regularly scheduled stand-up meetings, combined with a visual task management board will be used to update the entire team on the progress of project milestones/deliverables, individual team member task completion and to facilitate the overall team collaboration. For budget purposes, the project team will hold one (1) project development kickoff meetings in addition to the weekly progress review meetings.

Project Coordination

Design Development Meetings

The Consultant will maintain communications with the Client to review progress and discuss specific elements of the project design and receive direction from the Client. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog

between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend three (3) meetings that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:

- Functional Design Phase - One (1) meeting
- Preliminary Plan Phase - One (1) meeting
- Final Plan Phase - One (1) meeting

As necessary, discussions with individual utility companies to address specific conflicts will occur as part of the design development meetings.

Project Management Team (PMT)/Project Advisory Committee (PAC) Meetings

The Consultant will maintain communications with the Client, CFU, and other stakeholders to review progress and discuss specific elements of the project design and receive direction from the Client. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. Included in the scope is the Consultant scheduling bi-weekly meetings during the design phase. For budget purposes, the Consultant will attend a total of 30 meetings (10 in person and 20 virtual).

Utility Coordination Meetings

The Consultant will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be three (3) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second/third will be preliminary/final design review and coordination meetings.

Individual Property Owner Meetings

Due to the nature of the project, which includes, but is not limited to, impacts to driveways, retaining walls, trees, shrubs, and landscaping elements on both public and private land, it is likely there will be a need to meet one-on-one with some affected property owners outside of public information meetings. The Consultant will conduct meetings with individual property owners to address issues of specific concern to adjacent properties. These meetings will be held in concert with the preliminary design development and property acquisition phases of the project. On-site meetings, phone, email or a combination of communication methods will be conducted. This will include specific discussions about access issues, changes in circulation, potential right-of-way needs and other issues related to specific parcels.

During the scheduled individual property owner meeting times, the Consultant will meet with the affected property owner to discuss the specifics of the project as it relates to their property, obtain information regarding any issues the property owner feels is important and get input regarding their expectations about the project. The information gathered at this time will be used in developing the project documents and negotiating the required right-of-way. For planning purposes, it is assumed a total of ten (10) meetings with individual property owners.

Individual Parcel Exhibits

The Consultant will prepare individual colored parcel impact exhibits (8.5-in by 11-in) for each parcel which will consist of aerial imagery and show the proposed roadway design elements, driveway access, site modifications, in addition to existing right-of-way lines, proposed fee title right-of-way needs and permanent/temporary easement needs. The exhibits will be label with key parcel information and reference individual easement square footage areas. The exhibits will be used for initial right-of-way discussions and verification in advance of the preparation of acquisition plats.

Public Information Meetings

The Consultant will conduct five (5) public informational meetings. These meetings will be held in an open house format, with a short presentation on the project and then time for questions and input. Scope includes three (3) attendees from Consultant for each meeting, assuming each open house is 1.5 hours in length. This task includes preparation of the public notification letter, display materials and hand out information for the meeting.

Meeting #1: Present Preliminary Design

Meeting #2: Discuss Access and Staging

Meeting #3: Discuss Construction Schedule (2023 construction)

Meeting #4: Discuss Construction Schedule (2024 construction)

Meeting #5: Discuss Construction Schedule (2025 construction)

The purpose of the meeting 1 will be to provide a brief overview of the improvements to the adjacent property owners and stakeholders, discuss the plan for improvements, and gather information on concerns, specific issues and priorities of the adjacent property owners and other affected parties.

Meeting 2 will focus on the presentation of the staging concept and final design elements and provide a general update. Meeting 3 will focus on a general update on schedule and what to expect during construction.

The reserving of the meeting facility and a public notification will be completed by the Client.

Individual Stakeholder Meetings (Impacted Businesses)

The Consultant will attend meetings with key business stakeholders directly impacted by the project. Individual meetings with business representatives will be coordinated and scheduled by the Client, and the Consultant will attend to provide support for the technical design. Key stakeholders will be identified and include:

- a) Caseys
- b) St. Patrick's Church
- c) First Presbyterian Church
- d) Fire Station
- e) Medicap Pharmacy
- f) Tuffy Service Center
- g) Cenex Gas
- h) McDonald's
- i) Dan Deery Auto

The Consultant will attend a total of two (2) meetings with each stakeholder in order to assist the Client with engagement of these property owners and capture input as it relates to the design development. Each of these meetings will have a specific objective with regard to corridor improvements and will be scheduled at the appropriate time during the project. For budget purposes, the meetings will be attended by two (2) staff members of the Consultant.

Periodic Meetings with Local Elected Officials

Informational update presentations will be provided to the City Council on an as needed basis during the design development process. The presentations will provide an introduction/overview of the project and project goals and objectives. It will also provide an update on design development concepts and schedule. The presentations will be held in conjunction with Council Work Sessions or as determined by the Client. For estimating purposes, it is assumed that the Consultant will attend two (2) meetings.

Project Newsletters

The Consultant will prepare periodic newsletters for the project, which will be distributed via mail and the project website to all residents in the project area, local officials, agencies and other interested parties. The purpose of the newsletters will be to provide a brief overview of the project, including goals, development steps, schedule and who to contact for additional information. The content of these newsletters will be reviewed and coordinated with the Client. It is anticipated that three (3) newsletters will be prepared during the project in conjunction with the Public Information Meetings.

Public Engagement Tools and Media Kit

The following is a list of visual materials and hands-on tools to leverage as part of the project's public involvement plan:

- Public displays (will be developed for Public Information Meetings)
- 3D project rendering of the Main Street corridor.

- Frequently Asked Questions document
- Web page dedicated to the project. The Consultant will host and manage a project website. The Consultant will provide materials for posting to the project site and social media to communicate updates, schedule and improvements.

Design Surveys

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The Client will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping. Consultant will utilize mobile scanning for purposes of collecting mainline and side road topographic survey data. The final point cloud will be provided to the Client upon design completion.

Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed, if present, include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Right-of-Way Survey

The Consultant will perform right-of-way surveys as required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats and temporary easement exhibits are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map. For budgetary purposes, it is assumed that 138 parcels are within the project limits.

Preparation of Legal Descriptions and Temporary Easement Exhibits

The Consultant will prepare legal descriptions and parcel exhibits for permanent acquisition and temporary easements to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats: 9
- Temporary Construction Easements = 130

The following was used to calculate costs per plat included in the agreement and for any additional plats added at the request of the Client. Consultant will only bill for plats prepared.

Permanent (Fee-Title) Right-of-Way Acquisition Plats = \$650 per plat
Temporary Construction Easement = \$400 per plat

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions shall be metes & bounds descriptions for both permanent and temporary construction acquisitions. The plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. For permanent acquisitions, the Consultant will stake the acquisition area at the request of the Client in support of the negotiation process.

Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

Soil Borings and Potholing Locations

The Consultant will survey soil boring locations and existing utilities that have been potholed. Potholing activities will be subcontracted by the Consultant.

Public Notice of Project

The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The Consultant will distribute the notice letter.

Geotechnical Services

Geotechnical Exploration & Analysis (Terracon)

The Consultant will retain the services of a sub-contractor to complete geotechnical exploration along the project corridor. These services will be in general accordance with the standard specifications for subsurface investigations and design. This task includes the necessary field and office services to provide a geotechnical report for the project. Complete pavement cores and soil borings for pavement design and/or subsurface treatment design.

- Roadway borings: 11 borings (6 at 20' depth and 5 at 10' depth)
- Structure borings: 6 borings (30' depth)

The purposes of the borings include determination of existing pavement sections, roadway/utility design, settlement recommendations for new roadway alignment, moisture contents, groundwater levels, and engineering analysis. The borings will include all City/State required traffic control measures including coordination, permits and arranging a utility locate through Iowa One Call. The backfilling of the boreholes will be performed following the borings and meet City requirements.

This subsurface exploration will include laboratory testing, engineering analysis, pavement design and a written report.

The results of the field and laboratory programs will be evaluated by the sub-contractors professional geotechnical engineer licensed in the State of Iowa. Based on the results of the evaluation, an engineering report will be prepared and include the following information:

- Description of the project.
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Subsurface soil conditions

In addition, geotechnical recommendations for the project will include:

- Earthwork construction
- Expansive soil design considerations, if applicable
- Cut and fill construction
- Excavation and backfill
- Site preparation, including the suitability of the existing on-site soils for use as structural fill

- Subsurface drainage recommendations
- Subgrade preparation recommendations for grade supported pavements
- Recommendations for Portland Cement Concrete pavement thicknesses

Environmental Services

The Consultant will complete the following environmental services as part of the Project. The proposed tasks follow the IDOT SWAP Environmental Review process.

Wetland and Waters of the U.S. Delineation

The Consultant will perform a wetland and Waters of the United States (WUS) delineation of the project area. The delineation will focus on the intersections at East 18th Street and East Seerley Boulevard where potential drainageways are visible on aerial imagery. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Consultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
 - Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
 - Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
 - Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is

present, a non-GPS survey may be needed to identify wetland boundaries.

- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

The scope of this proposal includes one site visit to conduct a baseline delineation.

Section 404 Permit Application and Mitigation Plan, if needed

If wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The Consultant will prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project.

The project site is located within the primary or secondary service areas of the following banks that offer emergent, forested and stream credits: Black Hawk Mitigation Bank, Cedar River Crossing, Heineman Mitigation Bank, Niebuhr Stream Mitigation Bank, and Smoketown Mitigation Bank. The Consultant will contact the bank/banks regarding the purchase of credits for wetland and WUS impacts. The Consultant will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

Threatened & Endangered Species Habitat Assessment

The Consultant reviewed the U.S. Fish and Wildlife Service (FWS) Endangered Species List to evaluate potential Threatened and Endangered (T&E) species in the project area. The list for Black Hawk County included the following species:

- Monarch butterfly (*Danaus plexippus*)
- Rusty patched bumble bee (*Bombus affinis*)
- Eastern prairie fringed orchid (*Platanthera leucophaea*)
- Prairie bush-clover (*Lespedeza leptostachya*)
- Western prairie fringed orchid (*Platanthera praeclara*)
- Northern long-eared bat (*Myotis septentrionalis*)

The Consultant will perform a field review of the project area to evaluate whether suitable habitat for the listed T&E species is present. The Consultant will evaluate whether residential flower gardens that may be suitable habitat

for the insect species or native prairie or wetland areas, which may be suitable habitat for the plant species, are located within the proposed grading limits. The Consultant will evaluate whether the trees within the project area may be suitable habitat for northern long-eared bat based on the FWS 2019 Range-Wide Indiana Bat Summer Survey Guidelines (April 2019).

The Consultant will complete the IDOT's Determination of Effect (DOE) form regarding potential impacts to T&E species.

Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological and architectural survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The subcontractor will provide a reconnaissance-level examination for a majority of the project area with intensive-level inventory of up to four or five buildings. The intensive-level survey will be conducted at the proposed roundabout area for the intersection of Main Street and West 12th Street where older residential properties are still extant. The landforms in the project area are expected to only have contained near-surface archeological deposits and it is unlikely that any of these would be intact due to the earthmoving and construction that has already taken place. During the reconnaissance survey, the subcontractor will hand core available locations in the roundabout areas to demonstrate the existing disturbance. The architectural survey will include compiling the existing data for the buildings and structures along that portion of Main Street. Currently, 16 buildings that have been documented with SHPO including six that have been recommended as eligible for listing to the National Register of Historic Places or as requiring additional work to make a recommendation. During the reconnaissance survey the subcontractor will ascertain if these buildings are still present and if there has been a substantive change in their integrity. They will also compile a list of buildings along the project corridor that could be National Register eligible, but no formal recording or eligibility recommendations will be made for the buildings recorded at the reconnaissance-level. Formal recordings and National Register eligibility recommendations will be made for the residences at the West 12th Street intersection.

Functional Design (30% Plans)

Complete functional design layout for the proposed improvements. The primary focus will be on development of roadway geometrics, identify existing and proposed utility locations, identify existing and proposed right-of-way needs, and develop a general staging concept to construct the improvements. The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Develop Design Criteria

The Consultant will develop and submit to the Client design criteria to be used in developing the improvements. Criteria will conform to the Iowa DOT, SUDAS, and City Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of parking areas and right-of-way.
- Preferred Clear Zone/Acceptable Clear Zone requirements.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements
- Utility corridor locations.

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the Client prior to proceeding with subsequent tasks.

Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, shoulder width, curb section/type, sidewalk widths, right-of-way widths, pavement types and clear-zones. This task does not include pavement and subgrade design.

This task also includes identifying potential storm sewer, sanitary sewer, water main and other utility locations in the development of the typical sections. The scope of services for this project does not include design calculations and capacity analysis for storm sewer, water mains or sanitary sewers.

Utility Research

The Consultant will meet with the utility companies, including City utilities and CFU for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Develop Functional Roadway and Roundabout Geometrics

Develop functional geometrics that includes intersection return radii, sidewalk locations, and driveway locations for the project. Included as part of this task is turning design vehicle templates at the intersections. The functional roundabout geometrics will be developed based on proposed mainline lane configurations and modeling efforts using the appropriate software. Modeling will be done using traffic data from the Main Street Corridor Traffic Study dated 7/6/17 and as agreed upon by Client. Off peak hours may also be modeled for special events or unusual traffic patterns. Functional geometrics

will also take into account existing roadway alignments and profiles, design vehicles, environmental constraints and utilities. The Consultant will initiate coordination with the Iowa DOT's roundabout peer review team at this time.

Develop Horizontal Alignments and Vertical Profiles

Utilizing functional geometrics and design survey, develop horizontal alignments and vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the technical memorandum summarizing the design criteria

Functional Drainage Analysis

Inventory existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop storm sewer layout and major cross road culverts. HEC-RAS modeling of the existing box culverts at 18th Street and Seerley Boulevard to determine if capacity upgrades are warranted. Use existing HEC-RAS models provided by the City where applicable. Determine preferred culvert type and location and incorporate into the overall development of the functional roadway design.

Functional Design Exhibit

Prepare functional design exhibit that will consist of a full-size aerial strip map that shows the major project features. Include new roadway features, driveway locations, sidewalk locations, water main locations, storm sewer locations, sanitary sewer locations, property lines, property ownership, anticipated right-of-way needs, changes in accesses, and major structure locations.

Functional Plan Preparation

Upon completion of the functional plans, the design plans will be approximately 30 percent complete. The work to be performed by the Consultant under Functional Design will consist of the following tasks:

- Title and Utility Conflict Sheets (A Sheets)
 - This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data. Includes utility conflict identification tabulations and plan design exhibit sheets.
- Functional Typical Cross Sections (B Sheets)
 - This task consists of assembling the Typical Cross Section to be used for the roadway improvements.
- Functional Plan & Profiles (D & E Sheets)

- This item consists of the site plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the improvements.
- Functional Traffic Control and Staging (J Sheets)
 - Develop overview of anticipated staging necessary to construct the project. Identify the number of major stages and how traffic, utility service, and property access will be maintained during construction. Document any special consideration that public or private utilities will require during construction.
- Functional Roundabout Plan (K Sheets)
 - Develop geometric layouts and provide horizontal alignment information for the roundabout intersections.
- Functional Removal Plans (R Sheets)
 - This item consists of functional layout of the removal plan for the project.
- Functional Cross Sections (W Sheets)
 - This task consists of the design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Quality Control

Involve quality control input from the project team and the design engineer's senior technical staff throughout the function design development. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the 30% plan set. Review functional design set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Field Review

A field review will be held with the project team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right-of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the preliminary and final design.

Budget Review

The Consultant will prepare a functional opinion of probable construction cost for the project and compare the cost to the Client's current Project budget. The Consultant will, if necessary, make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Cost estimates will be developed as part of the functional design and based on

representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the functional cost estimate.

Preliminary Design (60% Plans)

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, utility relocation, and other features of the project. Comments received from the Functional Design Phase plans will be implemented in the Preliminary Design Phase plans. The preliminary phase will include but not be limited to the following tasks:

Preliminary Water Main and Sanitary Sewer Modification Design

Develop preliminary design modifications for existing water main (CFU) and sanitary sewer (City) systems within the project corridor.

Preliminary Storm Sewer Design

Develop storm sewer system vertical profiles and resolve potential conflicts with underground utilities and other design elements.

Preliminary Culvert Design

Develop preliminary culvert design in association with roadway improvements.

Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purposes of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer and all private utilities including gas, electric and communications. Potholing of utilities is included in our scope if it is determined as needed. For budgeting purposes, an estimated 20 potholing locations are included in the scope.

Preliminary Traffic Signal Design

Determine warrant and need for replacement of existing mid-block crossing between 8th Street and 9th Street. Investigate pre-emption signal system need for 18th Street intersection roundabout for fire station emergency response.

The preliminary plans will include traffic signal pole layout and major equipment layout. This task also includes gathering information on the type of equipment to be used for the project using available design standards of the City, and the Manual on Uniform Traffic Control Devices (MUTCD).

Acquisition Requirements Identification

The Consultant will identify temporary easement needs based on the preliminary design development. The requirements will take into

considerations proposed utilities, construction staging and access, utility relocations and other critical construction elements. Colored parcel impact exhibits will be created to illustrate needs and for use in right-of-way negotiations.

Landscaping

Develop landscaping concept plan and estimate of costs. Concepts will include three options: Base design, Current Level (similar to University Avenue and Ridgeway Avenue projects), and New Design Option. Consultant will coordinate with client to select preferred concept for incorporation into the project.

Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. Consultant shall provide the Client with the following deliverables:

- Title and Utility Conflict Sheets (A Sheets)
 - This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Existing Traffic data. Includes utility conflict identification tabulations and plan design exhibit sheets.
- Preliminary Typical Cross Sections (B Sheets)
 - This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and pedestrian improvements.
- Preliminary Mainline/Sideroad Plan and Profiles (D and E Sheets)
 - This task consists of the development of preliminary plan sheets that will show the existing topography along with the roadway improvements, including pedestrian facilities, and access points.
- Preliminary Detour, Temporary Pavement (F Sheets)
 - Identify temporary pavements needs to maintain traffic and local access.
- Preliminary Survey Reference (G Sheets)
 - This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.
- Preliminary Right-of-Way (H Sheets)

- The preliminary plans will include an ownership reference plan exhibit showing general parcel information.
- Preliminary Traffic Control and Staging (J Sheets)
 - The Consultant will develop a preliminary traffic control concept to indicate how the project will generally be constructed and traffic and access will be maintained during construction. The construction staging plan will take into consideration all elements of construction including mainline and side street roadways, storm water management improvements, property access, and private utility relocations. With refinements and acceptance by the Client, the concepts developed in preliminary plans will serve as the basis for preparing the final traffic control plan in final design
- Preliminary Roundabout Plan and Profiles (K Sheets)
 - Develop geometric layouts and provide horizontal alignment and vertical profile information for the roundabout intersections.
- Preliminary Geometric, Staking and Jointing (L Sheets)
 - Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct intersection improvements.
- Preliminary Storm Drainage Systems (M Sheets)
 - Develop preliminary storm sewer layout, sizing, and profiles based on proposed improvements and existing drainage patterns. Resolve potential conflicts with underground utilities and other design elements.
- Preliminary Sanitary Sewer (MSA Sheets)
 - This task consists of the development of preliminary sanitary sewer replacement plan and profile sheets that will show the pipe improvements, sewer profile, flow line and rim elevations, and utility access locations.
- Preliminary Water Main Design (MWM Sheets)
 - This task consists of the development of preliminary water main plan and profile sheets that will show the existing topography, improvements, and water main profile, hydrant and valve locations.
- Preliminary Traffic Signals, Pavement Marking and Traffic Signing Sheets (N Sheets)
 - Develop preliminary traffic signal sheets that includes major equipment layout such as temporary signals, traffic signal poles, traffic signal cabinet and handholes. This task also consists of design and drafting of the pavement markings and traffic signing sheets. This task includes development of pavement marking and traffic signing plans to be placed into service following construction. The traffic signals, traffic control devices, procedures and layouts will be as per the requirements of the City and Manual on Uniform Traffic Control Devices (MUTCD).
- Roadway Lighting Plan (P Sheets)

- This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and CFU to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.
- Preliminary Soils (Q Sheets)
 - Develop preliminary soils plan and profile sheets
- Preliminary Removal Plans (R Sheets)
 - This item consists of preliminary layout of the project removal plan.
- Preliminary Erosion Control (RR and RU Sheets)
 - This item consists of preliminary design and layout of erosion control plan sheets required to construct the project.
- Preliminary Sidewalk Plans (S Sheets)
 - Develop preliminary curb ramp layout and accessible curb ramp design in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirement, review general horizontal curb openings, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.
- Preliminary Roadway Culvert and Retaining Wall Plans (V Sheets)
 - Prepare 1"=20' scale Type, Size, and Location (TS&L) plans for proposed major drainage structures. This task includes a Situation Plan and a General Elevation consisting of a cross/longitudinal section perpendicular/along the roadway centerline at the roadway culvert. Roadway curve and profile data, hydraulic data, and traffic data will be shown. Two (2) box culverts are required for this project.
- Preliminary Cross Sections (W and X Sheets)
 - This task consists of the design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Budget Review

The Consultant will prepare a preliminary opinion of probable construction cost for the project and compare the cost to the Client's current Project budget. If necessary, the Consultant will make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs of major items will be developed for the preliminary cost estimate.

Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the 60% plan set. Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Check Plans (90% Plans)

Based upon approved preliminary design, field exam, and public informational meetings, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

3D Visualization Model

Data Collection: Reality Mesh Data – Project Corridor

The Consultant will use drone, camera, and video equipment to complete survey-based high quality video and image gathering along the Court Street between Muscatine Avenue and 1st Avenue. The Consultant will process the photo and video data into a Reality Mesh image to be used for 3D modeling. The Consultant will provide an electronic image mesh to the Client.

Rendered Images/3D Visualization Modeling

The Consultant will create a 3D file using our design files for use in visualization of the Main Street corridor. This task will include adding the following features: pavement markings, roadway signing, underground utilities, trees, and light poles.

Final Construction Plans

The Consultant shall provide the Client with the following deliverables:

- Final Title Sheets (A Sheets)
 - Finalize title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Existing Traffic Data.
- Final Typical Sections and Final Details (B Sheets)
 - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.
- Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets)

- This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.
- Final Mainline/Sideroad Plan and Profiles (D and E Sheets)
 - This task consists of the development of final plan sheets that will show the existing topography along with the roadway improvements, including pedestrian facilities, and access points.
- Final Detour, Temporary Pavement (F Sheets)
 - This item consists of final design and drafting of the detour and temporary pavement plans.
- Reference Ties and Bench Marks (G Sheets)
 - Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.
- Right-of-Way Sheets (H Sheets)
 - Finalize Right-of-Way sheets showing the existing right-of-way and temporary easement information in relation the proposed centerline, control points and property ownership.
- Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)
 - This item consists of final design and drafting of the traffic control, staging, permanent pavement marking and traffic signing plans.
- Final Roundabout Plan and Profiles (K Sheets)
 - This item consists of final design and drafting of alignments, profiles and geometric layouts for the roundabout intersections.
- Final Geometric Staking, Jointing, and Edge Profiles (L Sheets)
 - This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavement areas and intersection improvements.
- Final Landscaping Plans (LS Sheets)
- Final Design of Storm Drainage Systems (M Sheets)
 - This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, open ditches, culverts, and other storm drainage related facilities for the Project.
- Final Sanitary Sewer Design (MSA Sheets)
 - This task consists of the development of final sanitary sewer pipe and manhole replacement plan and profile sheets that will show the pipe improvements, sewer profile, flow line and rim elevations, and utility access locations.
- Final Water Main Design (MWM Sheets)
 - This task consists of the development of final water main plan and profile sheets that will show the existing topography, improvements, and water main profile, hydrant and valve locations.
- Final Traffic Signals, Pavement Marking and Traffic Signing Sheets (N Sheets)

- This task consists of the final design and drafting of permanent traffic signals (mid-block crossing and preemption system). Included in this task will be the signal layout plans, wiring diagrams, major equipment, poles, signal heads, quantities, special provisions, and other elements of the traffic signal installations, as necessary, to accommodate the roadway design, as well as phasing and timing of traffic signals. This task includes development of pavement marking and traffic signing plans to be placed into service following construction. The traffic signals, traffic control devices, procedures and layouts will be as per the requirements of the City and Manual on Uniform Traffic Control Devices (MUTCD).
- Roadway Lighting Plans (P Sheets)
 - This task consists of selection of lighting poles and fixture types, design and drawing preparation of a final layout and photometric analysis. This task does not include any electrical circuit design. The Consultant will work closely with the City and CFU to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.
- Soils (Q Sheets)
 - Develop final soils plan and profile sheets
- Final Removal Plans (R Sheets)
 - This item consists of final layout of the project removal plan.
- Final Erosion Control Plan (RR, RU Sheets)
 - This task consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration types.
- Accessible Curb Ramp Design (S Sheets)
 - Develop final curb ramp layout in accordance with applicable Iowa DOT Design Manual. Finalize ramp geometric configurations, transitions between sidewalks and driveways, calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.
- Final Earthwork Quantities (T Sheets) - This task consists of final drafting of the earthwork quantities and tabulations.
- Final Construction Details (U Sheets)
 - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, special storm water management details not included in the standard drawings, and other required miscellaneous details found to be required for completion of the project.
- Final Box Culvert Sheets and Retaining Wall Plans (V Sheets)

- This task consists of final design and drafting of the plan and details for the two (2) box culverts and retaining walls.
- Final Design Cross-Sections (W Sheets)
 - This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, and other pertinent information.

Project Permitting

The Consultant will assist the Client in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary.

The Consultant shall prepare the following documents for the project:

- IDNR Water Supply Section, Construction Permit Application
- IDNR Wastewater Disposal System, Construction Permit Application
- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Client. The Consultant shall provide technical criteria, written descriptions and design data for the Client's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Special Provisions Development

The Consultant will prepare special provision specifications for the project and submit with 90% Plans.

Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the Client in financing the Project.

Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the check plan set.

Final Design (Bid Documents)

The Consultant will coordinate and manage the final project development submittals to the Client for the project. The work tasks to be performed or coordinated by the Consultant will include the following

Incorporate Client Comments from Check Plan Submittal

The Consultant will incorporate pre-final plan review comments into the plan set. The Consultant will revise pre-final construction plans and special provisions to incorporate comments.

Final Plan Submittal

The Consultant shall submit the Final Plans package via the DOT's TPMS system.

Project Bidding

The project will be let through the Iowa DOT. The work tasks to be performed or coordinated by the Consultant will include the following:

Plan Clarification and Addenda

The Consultant will be available to answer questions from contractors prior to the letting and will issue addenda as appropriate to interpret, clarify or expand the bidding documents.

Real Estate Services (JCG Land Services, Inc.)

The Consultant will retain the services of JCG Land Services, Inc. (JCG) to provide Real Estate Services required for the project as a Sub-Consultant to serve as the professional representative for both the Consultant and the Client. The Consultant, with the assistance of JCG, will coordinate and manage the right-of-way acquisition process as an integral part of the management and scheduling of the project. Milestones and critical dates for completion of key elements of the right-of-way acquisition process will be identified and made a part of the project development plan and schedule. The objective is to start the acquisition process early and proceed to a timely conclusion of right-of-way acquisition. The Consultant, with the assistance of JCG, will coordinate specialists and subconsultants involved in right-of-way acquisition.

The real estate acquisition services will follow the Iowa DOT's Office of Right-of-Way's instructional manual for property acquisition, Right-of-Way Information Packet for Local Public Agency Federal/State-Aid Projects.

Record of Property Ownership and Liens Certificates.

Based on the final design of the facility or public improvement project, JCG will identify those parcels that are expected to be acquired in fee or encumbered by an easement to identify current ownership. For acquisition

purposes, a certified Record of Ownership and Liens report(s) will be obtained by JCG from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired. The costs for procuring the Recertified Record of Ownership and Liens for each parcel will be a pass-through, reimbursable expense as noted on JCG's project Invoices.

Public Hearing

If applicable, the Client will mail the Notice of Public Hearing and a Statement of Property Owner's Rights to all property owners and contract purchasers by regular mail not less than 30 days before the date of the hearing; and publish a notice of the public hearing at least 4 but not more than 20 days before the public hearing. Upon request, JCG will participate in the Public Hearing to explain the acquisition process.

Compensation Valuation.

JCG will prepare offers of compensation based upon current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right of way sought to be acquired, JCG will search public records for comparable sales data for each land use type encountered for allocation of just compensation payments. If the proposed acquisition for any parcel is complicated and/or estimated to exceed \$25,000.00, JCG will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products for the Client. If requested, JCG will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The Client shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel. The costs for procuring appraisal and review appraisal reports for each parcel will be a pass-through, reimbursable expense as noted on JCG's project Invoices.

Acquisition Process.

Forms of transfer documents and purchase agreements will be submitted to the Client for approval and acceptance. Where applicable, preparation of Warranty Deeds for the conveyance of fee ownership interests will be the responsibility of the Acquiring Authority's attorney, or other attorney to comply with state law.

JCG shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. JCG shall make contacts with the property owners, tenants and/or their legal representative to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. Nonresident landowners shall be contacted by mail, return receipt requested if necessary. If an agreement cannot be reached with a property

owner through good faith negotiations, JCG shall consider any evidence of value or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation whether a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the Client and/or Acquiring Authority.

Negotiations shall be considered complete upon occurrence of one of the following:

- both the owner and tenant accept the offer or an administrative settlement, or
- either the owner or tenant fails or refuses to sign the offer or administrative settlement after four in-person meetings to discuss the associated acquisition and offer, or
- in the judgment of the Client and/or Acquiring Authority, negotiations have reached an impasse

For every parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, JCG shall deliver as much of the file to the Client or Acquiring Authority as is necessary for the Acquiring Authority's Attorney, or other attorney, to begin preparation for the condemnation of the parcel.

Closing Process

Upon completion of the acquisition of right of way, JCG will organize and verify data for each parcel file's closing and payment process and return the parcel file data to the Client for payment processing, recording, and, if applicable, the fee title real estate closing process. The completed file will contain originals of all executed offer and easement documents, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

Condemnation Support

In the event condemnation should become necessary, JCG will provide parcel file documents and information necessary for the Client and/or the Acquiring Authority's attorney, or other attorney, to file the Application for Condemnation. If requested, (UNDER A SEPARATE TIME AND MATERIALS ADDENDUM TO THIS AGREEMENT) attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in the Scope of Services for this Agreement, JCG will also provide additional support and administrative services as requested by the Client's attorney in support of the condemnation process on a case by case basis.

Project Management

Throughout the project, JCG will provide a project manager with significant public works project experience to oversee the process and progress of the acquisition team, meet with the Client and/or its contractors as necessary, and submit periodic status reports to Client's personnel that will calculate the level of completion of each respective task in the process.

Construction Period Services

The scope of services and estimated effort is based on the assumption that construction of this project will be three full construction seasons 2023, 2024, 2025. The Consultant shall provide the following Construction Period Services:

Construction Administration

Construction administration services shall consist of office based services to assist the Client in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the Client's Contractor, subcontractors, utility companies, and other interested parties.

Shop Drawings Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one (1) site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work

- is proceeding in accordance with the Plans, and the Consultant shall keep the Client informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
 - c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
 - d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Weekly Progress Meetings

The City shall conduct weekly progress meeting with the Client, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall attend and assist the City and Contractor in resolving issues and communicating upcoming construction activities with the adjacent businesses and property owners.

Request for Information (RFIs), Plan Revisions, and Change Orders

The Consultant will respond to all RFIs, issue necessary plan interpretations, clarifications, and revisions and prepare and process project change orders.

Public Communications

The Consultant will prepare newsletters to provide updates to the public on the construction of the project. In addition, the Consultant will develop Traffic Pattern Maps to communicate travel patterns during the various phases of construction. For budgetary purposes, the following frequencies of communication are estimated:

- Newsletters: 10
- Traffic Pattern Maps: 20

These communication tools will be provided to the Client for internal distribution and posted to the project website.

Final Inspections and Project Close-Out

The Consultant shall conduct an inspection in the company of the Client to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the Client and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the Client with one (1) reproducible copy of the record drawings.

The above Construction Administration Services is for 2023-2025 Calendar Years and includes 2,040 hours of effort. In the event the construction period exceeds the planned duration or unanticipated conditions require Construction Administration in excess of 2,040 hours of effort, the Consultant shall notify the Client as it approaches this limit and determine the additional effort to complete the project. The Consultant and Client shall work to develop a mutual resolution for the remaining effort.

Construction Survey

Construction Survey shall consist of the following tasks to be performed by the Consultant:

Project Control

- a. Verify existing horizontal and vertical control as shown in the project plans and supplement with additional control points as-needed to complete the project.
- b. Reset land corners and permanent reference markers as indicated on the plans.
- c. Tie-ins with existing roadways shall be checked for correctness of alignment prior to construction staking.
- d. This task does not include resetting all property corners disturbed by construction.

Property Lines and Temporary Easement

Stake temporary easements, permanent right-of-way corners at 50 foot intervals, or less if needed. These points shall be marked by placement of a metal pin or wood hub, flat, and lath at the same location as the slope stakes.

Grading – Task not used.

It is assumed that the Contractor will utilize the Engineer's surfaces for automatic machine control for grading purposes and therefore no grading stakes will be required.

Sanitary Sewer and Storm Sewers

Mark locations and elevations of centerline pipes with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location, pipe number, cut/fill elevation to flow line and form grade, and offset distance to centerline of pipe. It is estimated that the project contains the following approximate quantities:

Water Mains

Mark locations and elevations of water main, fittings, valves and hydrants with metal pin or tack in a wood hub, flat, and lath. Clearly mark the flat with the station location, pipe number, cut/fill elevation, and offset distance to centerline of pipe.

Intakes and Utility Accesses

Mark locations and elevations of intakes, utility accesses, bends, and clean outs with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location; intake or utility access number; cut/fill elevation, including bottom of well and form grade; and offset distance to the station location.

Pavement (PCC)

- a. Stake limits of existing pavement removal.
- b. For Main Street mainline and side roads, mark locations and elevations (graded 4' offset paving hubs) at 25 foot intervals for finished grading and paving.
- c. At intersections and entrances, graded offset hubs will be set at each end of radius, and radius points will be set where radius distance is less than 100 feet. Also graded midpoint offsets will be set on radii where curve length is greater than 40 feet.
- d. At roundabouts, three lines of graded offset hubs internal to the roundabouts, center radius point, tapers and external radius points will be set. Roundabouts intersections include 6th, 12th, 18th, Seerley Blvd.
- e. Sidewalks and trails will be staked with a graded offset hubs and 25-ft increments, major breaks and pedestrian ramp locations.
- f. Parking lots and driveways will be graded with offset hubs at 25 foot intervals for finished grading and paving.

- g. After grading and paving is complete, reset plan control points and land corner monuments.

Reinforced Concrete Box Culvert

- a. Mark locations and elevations with metal pin or tack in a wood hub, flat, and lath. Clearly mark the flat with the station location, design number, cut/fill elevation, and offset distance from the centerline of the culvert and back of parapet.
- b. Perform an independent check of the above stakes.
- c. Provide the Engineer with a copy of the staking diagram prior to commencing work.
- d. Report to the Engineer questionable flow lines and alignments that do not match existing drainage patterns.

Temporary Traffic Signals and Pedestrian Signal

Mark locations and elevations of the temporary traffic signal pole bases, handholes, and cabinets with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location and cut/fill elevation to finished elevation. It is estimated that the project contains the following approximate quantities:

Light Poles

Mark locations and elevations of the light pole bases, handholes, and cabinets with metal pin or tack in a wood hub, flat, and lath. The flat shall be clearly marked with the station location and cut/fill elevation to finished elevation.

Pavement Markings and Permanent Street Signs

Mark locations and elevations of the pavement markings and signs with metal pin or tack in a wood hub, flat, and lath.

Task 13 – Streetscaping and Miscellaneous Staking

Mark locations and elevations of the hardscape monuments and footings internal to the roundabouts with metal pin or tack in a wood hub, flat, and lath. Mark location of trees, plantings, bus shelters, fences, retaining wall, and bike racks.

Note: It is assumed that shrubs and grasses and other landscape features will not be staked.

Private Utility Relocations

Assist private utilities in layout of their relocated facilities. Included in this is staking critical crossing locations of storm sewer, water main, sanitary sewer and other utilities being incorporated as part of the project. Estimated level of effort not to exceed 120 hours for a two-person field survey crew.

The above tasks include qualified personnel, equipment and supplies required for a one-time construction staking for the project to establish the line and grade for the proposed improvements. Replacement costs of any survey stakes or marks that are destroyed or disturbed by the Contractor shall be charged to the Contractor.

Construction staking for silt fence, revetment limits, erosion control lining, surface restoration, traffic control, rock excavation volumes, and other miscellaneous items are not included in this scope of services. It is assumed that the on-site construction technician for the project will provide these services where appropriate. Existing and final cross-sections for earthwork computations are also not included in the above.

The above Construction Survey estimate includes a maximum of 1,020 hours of effort. In the event the Construction Period exceeds the planned duration or unanticipated conditions require Construction Survey in excess of 1,020 hours of effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and Client shall work to develop a mutual resolution for the remaining effort.

C. Project Team

<u>Consultant</u>	<u>Scope</u>
<i>Foth</i>	<i>Project Management, Survey, Design, Construction Administration</i>
<i>Terracon</i>	<i>Geotechnical</i>
<i>JCG</i>	<i>Real Estate Services</i>
<i>Hoffman Trenching</i>	<i>Potholing</i>

D. Schedule

Functional Design	August to September 2021
Environmental	August to December 2021
Preliminary Design	September to December 2021
Final Design	January to August 2022
Bid Letting	November 2022
Construction	2023 - 2025

E. Deliverables

The scope of services shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the Client:

- Acquisition Plats and Temporary Easement Exhibits

- Original Final construction drawings (11"x17"), Final Project Manual, and Opinion of Probable Construction Cost
- All CADD files and design documents (AutoCad format)
- Record Drawings (.pdf format)

F. Contingency

If at any time during the work the Consultant determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the Client's Project Manager in writing and describe what costs are causing the overage and the reason. The Consultant shall not exceed the estimated actual costs without prior written approval from the Client.

Items that may cause the need to utilize the Contingency include but are not necessarily limited to the following: Design changes, unanticipated field conditions (e.g. unknown utility conflicts), increases in scope item quantities beyond those listed herein, plan and/or propriety equipment changes, Contractor changes, nonperformance by subconsultants, etc.

G. Additional Services

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

- Additional meetings or data collection/evaluation requested by the USACE.
- Preparation of an Alternatives Analysis if an Individual Section 404 Permit is needed based on the quantity of wetland or WUS impact.
- Design of a wetland or WUS mitigation area
- Additional T&E species studies, such as mist netting, acoustic surveys, emergence surveys, or botanical surveys
- Phase II archeological investigations
- Preparation of Environmental NEPA Documentation (CE/EA/EIS)
- Electrical Circuitry Design (to be completed by CFU)
- Condemnation Services
- Relocation Assistance

Exhibit B

Main Street Reconstruction (6th Street to University Avenue) Cedar Falls, Iowa City Project Number RC-000-3283

Original 12/13/11
Revision 01/31/2017

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 authorized 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, its boards, commissions and/or authorities and their board members, employees 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"

Main Street Reconstruction
Cedar Falls, Iowa
City Project No. RC-000-3283

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 negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the 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 (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents 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, and agents 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, and agents 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.

12. 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, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

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

Main Street Reconstruction
Cedar Falls, Iowa
City Project No. RC-000-3283

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, its boards, commissions and/or authorities and their board members, employees, 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.

Main Street Reconstruction
Cedar Falls, Iowa
City Project No. RC-000-3283

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

Main Street Reconstruction
Cedar Falls, Iowa



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Business Name 123 Main Street Anytown, IA 0000	INSURER A : Carrier should reflect rating of A-, VIII or better INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR ITR	TYPE OF INSURANCE	ADDL INSR	SUBR WW2	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions		<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 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 an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE: 07/ Item 20.

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Lexington Insurance Company 19437	
INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W21614161 **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	037205326	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y		015438053	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			026154181	03/01/2021	03/01/2022	Per Claim \$1,000,000 Aggregate \$1,000,000

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

Project Description: Main Street Reconstruction

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees are included as Additional Insureds as respects to General Liability and Umbrella/Excess Liability.

CERTIFICATE HOLDER **CANCELLATION**

City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

This endorsement, effective 12:01 AM 03/01/2021

Forms a part of policy no.: 037205326

Issued to: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

As required by written contract

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or

This endorsement, effective 12:01 AM 03/01/2021

Forms a part of policy no.: 037205326

Issued to: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

(Based on CG2037 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Location of Completed Operations

Where required by contract

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", 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective 12:01 AM 03/01/2021

Forms a part of policy no.: 037205326

Issued to: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

By: LEXINGTON INSURANCE COMPANY

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

(Based on CG2010 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Location of Covered Operations

All others where required by contract

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.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective 12:01 AM 03/01/2021

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Nonwaiver of Government Immunity. We expressly agree and state that the purchase of this policy and the including of the City of Cedar falls, Iowa as an Additional Insured does not waiver any of the defense of governmental immunity available to the City of Cedar falls, Iowa. Section 670-4 as it now exists and as it may amended from the time to time.
2. Claims Coverage. We further agree that this policy of insurance shall cover (subject to policy all policy terms, conditions and exclusions) 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 and 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 us from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. We shall not deny coverage nor 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 completed 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. We and the City of Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

All other terms, conditions and exclusions remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

This endorsement, effective 12:01 AM 03/01/2021

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

This endorsement, effective 12:01 AM 03/01/2021

Forms a part of policy no.: 026154181

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED
TO E-MAIL NOTIFICATION**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date
2. The First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Insurer, either directly or through its broker of record, the email address of the contact at such entity,

and the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.


Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declaration Page of this policy.
2. **Insurer** means the insurance company shown in the header of the Declaration Page of this policy.

All other terms and conditions shall remain the same.



**Authorized Representative OR
Countersignature (In states where applicable)**



CERTIFICATE OF LIABILITY INSURANCE

Item 20.

DATE(MM/DD/YYYY)
07/12/2021

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

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

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345		
	E-MAIL ADDRESS:		
INSURED Foth Infrastructure & Environment, LLC P.O. BOX 5095 DE PERE WI 54115-5095 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Charter Oak Fire Insurance Company		25615
	INSURER B: The Travelers Indemnity Co of CT		25682
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier : AIOQ

COVERAGES **CERTIFICATE NUMBER:** 570088428945 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L49594A2143G BUSINESS AUTO	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB9H92614021 WORKERS COMPENSATION	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570088428945

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

RE: MAIN STREET RECONSTRUCTION. CITY OF CEDAR FALLS, IA IS INCLUDED AS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE AUTO LIABILITY POLICY. A WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF THE ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISIONS OF THE AUTO AND WORKERS COMPENSATION POLICIES. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE POLICY PROVISIONS WILL GOVERN HOW NOTICE OF CANCELLATION MAY BE DELIVERED TO CERTIFICATE HOLDERS IN ACCORDANCE WITH THE POLICY PROVISIONS OF EACH POLICY.

CERTIFICATE HOLDER

CANCELLATION

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS IA 50613 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



POLICY NUMBER: 810-2L49594A-20

COMMERCIAL AUTO
ISSUE DATE: 1-1-2020**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GOVERNMENTAL IMMUNITY ENDORSEMENT –
IOWA JURISDICTION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

SCHEDULE**Iowa Jurisdiction:**

CITY OF CEDAR FALLS

Description of Project:

ANY PROJECT

The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions:****IOWA GOVERNMENTAL IMMUNITY**

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of covered "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Code of Iowa Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, such Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us.
- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" in your business while on or for any project that is scheduled in this endorsement and that is located in such Iowa jurisdiction, we agree that:
- (1) the purchase of this policy and including the such Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Code of Iowa Section 670.4 and any amendment to that section;
 - (2) we will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.

POLICY NUMBER: 810-2L49594A-21

COMMERCIAL AUTO
ISSUE DATE: 01-01-21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

1. Name: **SEE CA T8 02**

Address: ·

·

IA 52404

2. Number of Days Notice: **30**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

We will mail notice of cancellation or material limitation of these coverage forms to the person or organization shown above. We will mail the notice at least the Number of Days indicated above before the effective date of our action.

COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 02 01 16

POLICY NUMBER 810-2L49594A-20

** THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. **

NOTICE OF CANCELLATION

IT IS AGREED THAT:

NOTICE OF CANCELLATION:

1. CITY OF CEDAR RAPIDS PUBLIC WORKS DEP.
500 15TH AVE. SW
CEDAR RAPIDS, IA 52404
NUMBER OF DAYS NOTICE: 30

2. DES MOINES AIRPORT AUTHORITY
5800 FLEUR DRIVE , DES MOINES, IA 50321

NUMBER OF DAYS NOTICE: 30

3. CITY OF DES MOINES
400 ROBERT D RAY DR.
DES MOINES, IA 50309

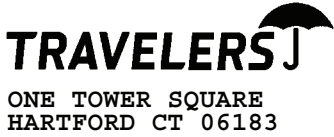
NUMBER OF DAYS NOTICE: 30

4. CITY OF CEDAR RAPIDS
FINANCE DEPT. - PURCHASING SERVICES DIVISION
101 FIRST STREET, SE
CEDAR RAPIDS, IA 52401

NUMBER OF DAYS NOTICE: 30

EFFECTIVE DATE 01-01-20 EXPIRATION DATE 01-01-21

PAGE 0001



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A) - 003

POLICY NUMBER: UB-9H926140-21

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. Name: ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR MATERIAL LIMITATIONS OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR MATERIAL LIMITATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

NUMBER OF DAYS NOTICE 30

2. Number of Days Written Notice: 0 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured Insurance Company Policy No. Endorsement No. Premium \$ Countersigned by _____



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: UB-9H926140-21

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

DATE OF ISSUE:

ST ASSIGN:

Consultant
Project No. _____

Main Street Reconstruction
Cedar Falls, Iowa
City Project No. RC-000-3283

Exhibit C

**Main Street Reconstruction (6th Street to University Avenue)
Cedar Falls, Iowa
City Project Number RC-000-3283**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Consultant
Project No. _____

Main Street Reconstruction
Cedar Falls, Iowa
City Project No. RC-000-3283

9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. **Attorneys' Fees.** In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. **Payment.** Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Consultant
Project No. _____

Main Street Reconstruction
Cedar Falls, Iowa
City Project No. RC-000-3283

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: July 15, 2021

SUBJECT: 2021 Seal Coat
 Project No. SC-000-3272
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Seal Coat Project.

We recommend setting Monday, August 2nd, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Thursday, August 5th, 2021, at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by July 22, 2021. The Plans and Specifications will be ready for distribution to contractors on July 22, 2021 allowing two (2) weeks of review before contract letting.

This Project involves seal coating 13 street sections, covering 29,018 S.Y.; and 24,391 S.Y. at multiple single lane drives within 3 cemeteries and 7 parking lots. Work shall include proper surface preparation and proper placement and compaction of the surface.

The total estimated cost for the construction of this project is \$143,728.14. Funding for the project is provided by the City's Street Construction Fund (SCF) and also the Local Options Sales Tax (LOST).

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

2021 SEAL COAT PROJECT
PROJECT NO. SC-000-3272
ENGINEER'S COST ESTIMATE
 7/09/2021

Item No.	Item Description	Unit	Estimated Streets	Estimated Parks	Total Estimated Quantity	Unit Cost	Estimated Cost
1	Surface Preparation, Streets & Parks	S.Y.	26,502.59	3,907.50	30,410.09	0.30	\$ 9,123.03
2	Seal Coat, Streets	S.Y.	29,010.49	0.00	29,010.49	2.20	63,823.08
3	Seal Coat, Parks	S.Y.	0.00	24,386.38	24,386.38	2.20	53,650.04
4	Pavement Markings, Painted	STA.	0.72	30.48	31.20	60.00	1,872.00
5	Pavement Markings, Handicapped Symbols	EA.	0.00	4.00	4.00	65.00	260.00
6	Mobilization	L.S.	0.50	0.50	1.00	5,000.00	5,000.00
7	Traffic Control	L.S.	0.85	0.15	1.00	10,000.00	10,000.00
TOTAL:							\$ 143,728.14

**PROJECT PLANS & SPECIFICATIONS
FOR THE
SEAL COAT – 2021 PROJECT**

**Project No. SC-000-3272
Cedar Falls, Iowa
July 2021**


ENGINEER'S CERTIFICATION	
	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p>_____ Date: <u>7/12/2021</u></p> <p>David Wicke, P.E. Iowa License No. P25684 My license renewal date is December 31, 2022</p> <p>Pages or sheets covered by this seal: <u>1 - 39</u></p>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2021 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) as the City’s Standard Specification.

The “Standard Specification” is amended by the City of Cedar Falls’ 2021 Supplemental Specifications to the 2021 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS).

Links to both documents can be found on the City’s website at:

www.cedarfalls.com/designstandards

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, & ESTIMATE OF COST FOR THE
SEAL COAT - 2021 PROJECT IN THE
CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, & OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Contract Cost for the construction of the SEAL COAT – 2021 project in said City at the 7:00 p.m. meeting on the 2nd day of August 2021, said meeting to be held in the Council Chambers in the City Hall at 220 Clay St., Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Contract Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any person(s) interested.

Any person(s) interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or the Estimated Total Contract Cost of making said improvement.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacqueline Danielsen, MMC
City Clerk

NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
SEAL COAT - 2021

Time & Place for Filing Sealed Proposals: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 9:00 a.m. on the 5th day of August, 2021.

Time & Place Sealed Proposals will be Opened & Considered: Sealed proposals will be opened and read at 9:00 a.m. on the 5th day of August, 2021 in the City Council Chambers at City Hall, 220 Clay St., Cedar Falls, Iowa, for consideration by the City of Cedar Falls' City Council at its 7:00 p.m. meeting on August 16th, 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, non-conforming, non-responsive, unbalanced or conditional bids.

Time for Commencement & Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date as set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within twenty-five (25) working days. Working days will be accumulated concurrently from the date as set forth in the written Notice to Proceed.

Bid Security: The Form of Proposal shall be accompanied in a separate envelope by the Bid Security as defined in the Project Specifications, Division 1 - Instructions to Bidders, Section 05.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Tuesday, July 20, 2021 at no cost by clicking on the "Bid Opportunities" link at www.cedarfalls.com and choosing the **2021 Seal Coat** project (Quest Project #7912582) from the list. Project information, Engineer's cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at www.QuestCDN.com.

Contact Matthew Tolan for document distribution or any questions via phone: (319) 268-5161, fax: (319) 268-5197, or email: matthew.tolan@cedarfalls.com. QuestCDN reference number 7912582.

If any prospective Bidder is in doubt as to the true meaning of any parts of the contract documents, the Bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individual(s) shall be as follows:

Matthew Tolan
 Cedar Falls Engineering Department
 220 Clay Street
 Cedar Falls, IA 50613

matthew.tolan@cedarfalls.com

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective Bidder who received, or in the future requests, contract documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer.

Preference for Iowa Products & Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident Bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the Bid may result in the Bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase project materials, supplies or equipment to be used in the work performance of this project. Products utilized in the direct construction of this project will be exempt from sales tax as provided by the current Code of Iowa, Sections 423.2 and 423.45.

Project Description: This Project involves seal coating 13 street sections, covering 29,018 S.Y.; and 24,391 S.Y. at multiple single lane drives within 3 cemeteries and 7 parking lots. Work shall include proper surface preparation and proper placement and compaction of the surface.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
BY: _____
Jacqueline Danielsen, MMC, City Clerk

DIVISION 1 – Instructions to Bidders

The work comprising the Seal Coat - 2021 project shall be constructed in accordance with the 2021 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) and as further modified by the City of Cedar Falls’ 2021 Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of “Division One, General Provisions and Covenants”, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your Bid not to be read.

01 Definitions & Terms

Add the following to the Iowa “SUDAS” Section 1010, 1.03:

Code of Iowa: The latest edition of the Iowa Code

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa; acting through its City Council.

Project: SEAL COAT - 2021 Project No. SC-000-3272

02 Qualifications of the Bidders

Add the following to the Iowa “SUDAS” Section 1020, 1.01:

To demonstrate a Bidder’s qualifications to perform the work, within five (5) days of the Owners request, Bidder shall submit written evidence such as may be called for below:

The address and description of the Bidder’s place of business; the number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; a list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the work in accordance with the bidding documents; a financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the work; the Bidder’s performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the Bidder; a list of projects presently under contract, the approximate contract amounts and the percent of completion of each; a list of contracts which resulted in lawsuits; a list of contracts defaulted; a statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing work of a like nature or magnitude; a list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; the technical experience of personnel guaranteed to be employed in

responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at a similar rate of progress; such additional information as will assist the Owner in determining whether the Bidder is adequately prepared to fulfill the contract. The Owner's decision as to qualifications of the Bidder will be final.

The Owner hereby notifies all Bidders that it will affirmatively ensure that pursuant to advertisement, that any disadvantaged business enterprise will be afforded full opportunity to submit a Proposal in response to said advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration of the awarding of this Project's Contract.

03 Contents of the Proposal Forms

Add the following to the Iowa "SUDAS" Section 1020, 1.02:

Plans, Specifications, and a Form of Proposal may be obtained from the office of the City Engineer. Plans, Specifications, and the Form of Proposal have been approved by the City Council and are now on file for public examination in the office of the City Clerk at 220 Clay Street, Cedar Falls, Iowa.

04 Taxes

Add the following to the Iowa "SUDAS" Section 1020, 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase project materials, supplies or equipment to be used in the work performance of this project. Products utilized in the direct construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder, & Bid Security

Add the following to the Iowa "SUDAS" Section 1020, 1.12:

The Bid Security must be in the minimum amount of ten (10%) percent of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The Bid Security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The Bid Bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature on the Bid Bond is not acceptable. Bid Security other than said Bid Bond shall be made payable to the City Clerk of the City of Cedar Falls.

"Miscellaneous Bank checks," as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under the current Code of Iowa Chapter 533B are not acceptable bid security.

The Bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the Form of Proposal shall be filled in ink, typed or computer printed. The Bidder shall not alter the quantity, unit price or an extension that has been provided for any item that has been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as "Form of Proposal", followed by: the project name, the project number, the City of Cedar Falls, Iowa, and the Bidder's name. The Form of Proposal shall then include the item numbers, descriptions, units, and quantities. The Bidder shall specify a unit price in figures of dollars and cents for all bid items, extension figures for the respective unit prices, and quantities in a column provided for that purpose, and the total amount of the proposal obtained by adding the correct extensions for each of the bid items. The Form of Proposal shall then conclude with the Bidder's name, the legible printed name of its representative, and the representative's signature.

The computer generated Proposal then is to be attached to the supplied Form of Proposal, included herewith, which has the following entries completed: Bid Security sum and form, the name of the Bidder, Bidder's official address, the legible printed name of the Bidder's Representative and title, and the Representative's signature. Also, the "entry area for total bid" line on the supplied Form of Proposal shall be completed with the entry of "see attached."

The Form of Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidder Status Form, and the Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
Cedar Falls, Iowa 50613

Proposal for: SEAL COAT - 2021
Project No.: SC-000-3272

**Form of Proposal
Seal Coat - 2021**
Project No. SC-000-3272
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the Specifications, General Conditions, and Form of Contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the SEAL COAT - 2021 project in accordance with the Plans and Specifications on file in the office of the City Clerk, the published Notice to Bidders, and the Form of Contract, herewith, complying with all the laws of the State of Iowa; and the Rules, Regulations, and Ordinances of the City of Cedar Falls; and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, thereof at the following prices, to-wit:

Bid Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	30,417		
2	Seal Coat, Streets	S.Y.	29,018		
3	Seal Coat, Cemeteries & Parks	S.Y.	24,391		
4	Pavement Markings, Painted	STA.	31.20		
5	Pavement Markings, Handicapped Symbols	EA.	4.00		
6	Mobilization	L.S.	1.00		
7	Traffic Control	L.S.	1.00		
Total Bid					

Bidders may not independently bid on selective items of work. On this project, all items constitute one (1) indivisible work that will be awarded to one (1) Bidder. A unit price shall be submitted for all of the bid items; number one (1) thru seven (7). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit prices must be filled in ink, typed or computer generated, or the proposal will be rejected. The Owner reserves the right to delete any part of or all of any bid item.

The Owner reserves the right to reject any and all proposals, including without limitation, non-conforming, non-responsive, unbalanced or conditional bids. The Owner further reserves the right to reject the proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the Proposal of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the Bid opening thereof, or any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to the Contractor for signature; and start work within ten (10) calendar days after the date as set forth in the written "Notice to Proceed", as issued.

Bid Security in the sum of _____ in the form of _____ is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of Bidder:

By: _____

Official Address: _____

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the _____ day of _____, 20_____, for _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

Witness

By _____ (Title)

Surety (Seal)

Witness

By _____
Attorney-in-fact

Bidder Status Form

To be completed by all bidders **Part A**

Please answer "Yes" or "No" for each of the following:

Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

Yes No My company has an office to transact business in Iowa.

Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders **Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders **Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders **Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

**You must submit the completed form to the governmental body requesting bids
 per 875 Iowa Administrative Code Chapter 156.
 This form has been approved by the Iowa Labor Commissioner.
 309-6001 02-14**

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment, and construct the public improvement consisting of the: SEAL COAT - 2021 project, Project No. SC-000-3272, all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 2nd day of August 2021, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SC-000-3272 will be made a part of this contract as fully as though attached hereto or set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans & Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Form of Contract

- m. Non-Collusion Affidavit of Prime Bidder
- n. Bidder Status Form
- o. Notice To Proceed Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the Iowa 2021 edition of SUDAS, Standard Specifications, and the City of Cedar Falls' 2021 Supplemental Specifications to Iowa 2021 edition of SUDAS. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to the Iowa "SUDAS" Section 1030, 1.03:

The successful bidder will be required to furnish a Performance Bond in the sum equal to one hundred (100%) percent of the total proposal.

02 Availability of Site

Add the following to the Iowa "SUDAS" Section 1050, 1.04:

Forty-eight (48 hrs.) hours prior to work on a project segment that allows regular parking, the Contractor shall post temporary (light duty non-waterproof cardboard) "No Parking" signage; obtained from the City of Cedar Falls' Public Safety Department, at 4600 South Main Street Road. It is the Contractor's responsibility to install signs on Contractor's uprights (wooden lathes), protect the signs from any inclement weather, if needed; and provide the proposed work dates on the signs.

During construction of this project, the Contractor will be required to coordinate all work operations with the City of Cedar Falls Municipal Operations & Programs Department, project Contractors, and / or others involved with, but not limited to, the following projects and events:

- 1) Municipal Operations street subgrades repair, patching, & preparation
- 2) Municipal Programs parks areas subgrade repair, patching, & preparation
- 3) 2021 Street Reconstruction Project
- 4) College Hill Arts Festival - July 18 & 19
- 5) Public grade schools begin (tentative) - August 12 - September 1
- 6) University of Northern Iowa (UNI) fall classes begin - August 20

03 Protection of Line and Grade Stakes

Add the following to the Iowa "SUDAS" Section 1050, 1.10:

The Contractor shall notify the Engineer at least forty-eight (48 hrs.) hours prior to the need for survey stakes. The Contractor shall be responsible for preserving all survey stakes and marks; and if any survey stakes or marks are destroyed or disturbed by the Contractor, the Contractor will be charged for the replacement costs. Final project payment will only be eligible following the Contractor's payment of said replacement costs.

04 Borrow and Waste Sites

Add the following to the Iowa "SUDAS" Section 1070, 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project. The Engineer will review all proposed disposal sites, prior to their use, to determine acceptability. No payment for overhaul will be allowed for material hauled to these sites. Overhaul will not be measured or paid for but shall be considered incidental to pay items on this project.

05 Subletting or Assignment of Contract

Add the following to the Iowa "SUDAS" Section 1080, 1.01:

The Contractor's own organization shall perform work amounting to not less than thirty (30%) percent of the total contract cost unless otherwise specified. Items designated as specialty items may be performed by subcontract; and the cost of any such specialty items, as performed by subcontract, may be deducted from the total cost before computing the amount of work required by the Contractor's own organization. Any items that have been selected as specialty items for the contract are listed, as such, in the Special Provisions.

06 Contract Time

Add the following to the Iowa "SUDAS" Section 1080, 1.02:

The work on the Contract shall commence within ten (10) calendar days of the date as set forth in the written Notice to Proceed and shall be completed within twenty-five (25) working days.

07 Work Progress and Schedule

Add the following to the Iowa "SUDAS" Section 1080, 1.03:

The progress of the work shall be such that at the expiration of one-fourth (1/4) of the working days, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the working days, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the working days, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the working days.

08 Weekly Record of Working Days

Add the following to the Iowa "SUDAS" Section 1080, 1.06:

Work, on project site areas to be seal coated, shall not begin before seven o'clock (7:00 a.m.) in the morning and shall stop at the time of sunset.

09 Liquidated Damages

Add the following to the Iowa "SUDAS" Section 1080, 1.12:

Liquidated damages in the amount of eight hundred (\$800.00) dollars per working day will be assessed for each working day that the work remains uncompleted after the accumulation of the number of working days specified for the contract work. Final project payment will only be eligible following the Contractor's payment of said cost of liquidated damages.

10 Vouchers and Progress Payments

Add the following to the Iowa "SUDAS" Section 1090, 1.01:

Before final payment is made, the Contractor shall supply "original certifications" to the Engineer, for all materials supplied, which indicate that the materials are in full conformance with the Base Specifications as amended and supplemented. The Contractor shall also furnish, to the Engineer, "original vouchers" with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor; and that the City may retain the last payment for a period of ninety (90) calendar days following such completion and approval; unless satisfied that all materials and all laborers have been fully paid for.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes; including the proceeds of the Local Option Sales Tax and the proceeds of General Obligation Bonds. Other combinations of funds may be used at the discretion of the City Council.

A pay estimate will be submitted to the City Council for approval on the first (1st) and the third (3rd) Mondays of each month.

11 Pollutant Prevention Plan

1. Site Description

This Project involves the work for seal coat construction which includes all materials, labor, and equipment use necessary to complete the work. See attached plans.

2. Erosion and Sediment Controls

All contractors and subcontractors operating on the work sites shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the sites and disposed of in a proper lawful manner. If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids and dispose of in a proper lawful manner.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

1. Execute Contractor's part of the Storm Water Pollutant Prevention Plan as described.
2. Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during or at the conclusion of construction.

National Pollutant Discharge Elimination System (NPDES) Certification
Project No. SC-000-3272

The Contractor certifies under penalty of law that Contractor understands the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the Contractor understands that Contractor is becoming a co-permittee, along with the Owner and other contractors and subcontractors, to the Iowa Department of Natural Resources "NPDES" General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified sites. As co-permittee, the Contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Water Pollutant Prevention Plan developed under the "NPDES" permit and the terms of the "NPDES" permit.

12 Staging sites

Four (4) staging sites are available to the Contractor. One site is approximately three hundred (300') feet east of Cameo Street on the south side of Lake Street. The Lake Street site is a storage yard with an unimproved surface and has a locked gate. Other sites available, following the Contractor's protecting of all storm sewer intakes from illicit storm water discharge, are at the east end of Capital Way and the west end of Technology Parkway; these two sites are on 30' wide P.C.C. paving and ending in rock cul-de-sacs. Two more sites are at the east and west ends of Poplar Hollow Lane off of Arbors Drive; these are on 30' wide P.C.C. paving that dead end. The approximate areas of each of these four (4) paved street sites are thirty (30') feet wide by one hundred forty (140') feet long and are non-lockable. The Contractor shall determine if a staging site is ample for the purpose(s) intended. After all project work is completed, each staging site utilized, by the Contractor, shall be returned to an original condition that is acceptable to the Project Engineer and the Owner. Any damage(s) to the staging site(s) or any adjacent areas that the Project Engineer attributes to the use of the site(s) by the Contractor shall be restored by the Contractor; at no additional cost to the Owner. The Project Engineer's condition determination(s) of areas pertinent to the use of the staging sites will be final.

13 Surface protection

At a minimum of forty-eight (48 hrs.) hours prior to any surface placement, on street sections with project work having a posted speed limit greater than twenty-five (25 mph) miles per hour, the Contractor shall post temporary twenty-five (25 mph) miles per hour signage, being sustainable during high wind, wet weather events, at intervals not to exceed six hundred (600') feet; or closer, if so warranted per the Contractor. The "temporary speed control installation" shall remain in place until the surface becomes stable enough to show no "stripping of aggregate" at the regular speed limit(s). At the Contractor's option, a "pilot car system" may also be used in conjunction with the temporary speed limit signing. Surface protection will be incidental to the Traffic Control Bid Item. Construction Ahead and Reduced Speed signage shall also be properly placed ahead of the work area and warn of

the upcoming work area. The Contractor shall also, in conjunction, cover all of the existing higher speed permanent control signage by a means that is sustainable during high wind, wet weather events.

14 Method of Measurement

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the Seal Coat - 2021 project in accordance with the 2021 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the City of Cedar Falls' 2021 Supplemental Specifications to the 2021 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

Item No. 1 – Surface Preparation

The area of surface preparation will be computed in square yards (S.Y.) from surface measurements.

Item No. 2 – Seal Coat, Streets

The area of one course seal coat will be computed in square yards (S.Y.) from surface measurements.

Item No. 3 – Seal Coat, Cemeteries & Parks

The area of one course seal coat will be computed in square yards (S.Y.) from surface measurements.

Item No. 4 – Pavement Markings, Painted

Painted pavement markings will be measured as per the current "I.D.O.T. Specification" Section 2527.04, A., 1.

Item No. 5 – Pavement Markings, Handicapped Symbols

Painted handicapped symbols will be measured, on a per each basis, as per the current "I.D.O.T. Specification" Section 2527.04, A., 4.

Item No. 6 - Mobilization

Mobilization will be measured as per "SUDAS Standard Specification" Division 1, Section 1090, 1.05, D.

Item No. 7 – Traffic Control

Traffic control will be measured on a lump sum (L.S.) basis, as per the current "I.D.O.T. Specification" Section 2528.04, A.

15 Basis of Payment

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price, as bid, on the Form of Proposal for the Seal Coat – 2021 project in accordance with the 2021 edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS) as amended by the City of Cedar Falls’ 2021 Supplemental Specifications to the 2021 edition of the Iowa “STATEWIDE URBAN DESIGN AND SPECIFICATIONS” (SUDAS), except as amended or supplemented as follows:

Item No. 4 – Pavement Markings, Painted

Pavement markings, painted will be paid for as per the current “I.D.O.T. Specification” 2527.05, A., 1. The number of stations (Sta.) of painted pavement markings of the type specified and placed with traffic paint, including both temporary and permanent marking, the Contractor will be paid the contract unit price per station (Sta.).

Item No. 5 – Pavement Markings, Handicapped Symbols

Pavement markings, handicapped symbols will be paid for as per the current “I.D.O.T. Specification” 2527.05, A., 4.; with the following modification: For each painted symbol of the type specified and placed with the type of traffic paint specified in the contract documents, the Contractor will be paid the contract unit price.

Item No. 7 - Traffic Control

Traffic Control will be paid for as per the current “I.D.O.T. Specification” Section 2528.05, A., 1.



NOTICE TO PROCEED

DEPARTMENT OF PUBLIC WORKS

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

TO:

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 20, 2021

RE: 2021 Seal Coat Project
SC-000-3272

You are hereby notified to commence WORK in accordance with the Agreement dated August 16th, 2021, within ten (10) calendar days of August 20th, 2021 and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the 2021 Seal Coat Project.

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in this written Notice to Proceed and shall be performed regularly and diligently through the duration of the project.

Liquidated damages in the amount of eight hundred (\$800.00) dollars per working day will be assessed for each working day that the work remains uncompleted after the accumulation of the number of working days specified for the contract work. Final project payment will only be eligible following the Contractor's payment of said cost of liquated damages.

This project has been approved by:

City of Cedar Falls

Matthew Tolan, EI, Civil Engineer II

Date

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

SEAL COAT - 2021 PROJECT

Project No. SC-000-3272

PROJECT PLAN

MAYOR
Robert M. Green

COUNCIL MEN & WOMEN

Dave Sires
Frank Darrah
Susan deBuhr
Mark Miller
Daryl Kruse
Simon Harding
Kelly Dunn

Chase Schrage
Director, Public Works

David Wicke, P.E.
City Engineer

Matthew Tolan
Project Engineer

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36	LOCATION MAP
37	Fairview Cemetary, drives I.D.
38	Greenwood Cemetary, drives I.D.
39	Hillside Cemetary, drives I.D.
	Location/ Map No. Public Works (Street) Areas (rev. 7/08/21)
40	South Cottage Row Road, patch only (1st seal)
42	Union Road, 1,904/3,457 S. W. 27th St.
43	Skyview Drive, N. Union Rd. E. to park entrance
44	Cooley Street, W. dead end E. to City Limits
45	Cedar Street, Center St. E. to Woodlawn Ave.
46	Woodlawn Avenue, Woodlawn S. to Longview St.
47	Beech Avenue, Roosevelt St. W. to dead end
48	Roosevelt Street, E. 1st St. S. to dead end
49	Bronson Court, Grand Blvd. S. to Rainbow Dr.
50	Grand Boulevard, Bronson Ct. E. to Parrish St.
51	Grand Boulevard, Parrish St. E. to City Limits
52	Ford Road, Fitkin Rd. S. to W. Lone Tree Rd.
53	Scenic Drive, Cottonwood to S. Dead End
54	Scenic Drive, Cottonwood to N. Dead End
41	South Cottage Row Road, patch only (2nd seal)
	Public Works (parks) Areas (rev. 7/09/21)
55	Birdsall Park, Lower Park Lot (patch 1st seal)
56	309 E. 4th Street, Lot (1st seal)
37	Fairview Cemetary, partial
38	Greenwood Cemetary, partial
39	Hillside Cemetary, partial
59	Park Drive Trail-head lot
60	Prairie Lakes Park, SE, SE lot & drive
61	Washington Park (3 patch areas)
64	Big Woods Lake, SE lot, E. 1/2
65	Big Woods Lake, SW lot & drive
58	Birdsall Park, Lower Parking Lot (seal on A.C.C.)
57	309 E. 4th Street, Lot (2nd seal)

General Notes

- 1) The "Engineer", as indicated in these plans, is defined as:
 - The City Engineer of Cedar Falls, Iowa or an authorized representative
 - Engineering Division
 - City Hall, 220 Clay Street
 - Cedar Falls, Iowa 50613
 - (1-319-268-5161)
- 2) The Contractor, in the absence of its principle field agent, shall have on the work site at all times as the Contractor's agent, a competent Superintendent, capable of reading and thoroughly understanding the plans, specifications, and other contract documents; said Superintendent shall be thoroughly experienced in the type of work being performed. The Superintendent shall supervise, direct, and control the Contractor's operations, all personnel, all work, and the coordination of all work of the sub-contractor(s). The Superintendent shall have full authority to execute orders or directions of the Engineer without delay; and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. The Contractor shall give the Engineer written notification of the name and all contact information of the Superintendent. The Superintendent's copy of the specifications, plans, and other contract documents that are needed to perform the work shall be available on the project site(s) at all times.
- 3) It is the Contractor's responsibility to maintain all existing storm and sanitary sewer systems in an open and functioning original condition during all phases of the work. Any cost(s) associated with maintaining the existing systems including cleaning, removing debris, and necessary repairs resulting from the Contractor's operations will be the Contractor's responsibility.
- 4) During construction work of this project, the Contractor will be required to coordinate all operations with those of other contractors working within the same areas including, but not limited to, the following projects and events:
 - Public Works; street patching & preparation
 - Public Works; parks areas patching & preparation
 - Street Construction - 2021 project, RC-000-3227
 - 2021 Sanitary Sewer Lining project, SA-000-3254
 - 2021 Sidewalk and Trail Infill, SW-000-3266
 - 2021 CFU Patching project, RS-000-3275
 - Sidewalk Assessment – 2021, SW-000-3237
 - University of Northern Iowa (UNI) spring classes end - May 5, 2021
 - Public grade school classes end (tentative) - May 31, 2021
 - Sturgis Falls Celebration - June 24-27, 2021
 - College Hill Arts Festival (tentative) - July 23 & 24, 2021
 - Public grade school classes begin (tentative) - August 24, 2021
 - University of Northern Iowa (UNI) fall classes begin - August 20, 2021
- 5) The Contractor shall notify the Engineer of all proposed traffic control changes prior to any change being made so that all emergency authorities, and public and private entities that would most likely be impacted, can be notified.

General Notes

- 6) The Contractor shall not use any property owner's water, electricity or utility without written permission from that property owner. Prior to the use of any property owner's water, electricity or utility, a copy of the written permission must be submitted to the Project Engineer.
- 7) The Contractor shall furnish all necessary traffic control devices and the costs shall be incidental to the Traffic Control bid item on this project. All traffic control devices shall conform to the latest revision of the Part VI (Temporary Traffic Control) of the Manual on Uniform Traffic Control Devices (MUTCD). All temporary "No Parking" signs shall be removed after each phase of work, on a street segment, is done and all barricades erected for each phase of work, on a street segment, shall be removed or otherwise dismantled to prevent driver apathy. Safety closures shall conform to I.D.O.T. Specification 2518. The Contractor's use of flaggers and pilot cars, when use is chosen by the Contractor to achieve surface stability and prevent "stripping of aggregate" at the regular speed limit and/or to limit the Contractor's liability in protecting the public, shall be incidental to the Traffic Control bid item.
- 8) The State of Iowa Statewide Urban Design and Specifications (SUDAS) for public improvements, 2021 Edition with the exception of the State of Iowa SUDAS Division 4, Section 4060, 3.04, D. and the current City of Cedar Falls' 2021 Supplemental Specifications to the 2021 SUDAS specifications shall apply to the work performed on this project.
- 9) This design presumes temporary stockpiling of materials can be accomplished within the limits of the multiple City staging sites provided for this improvement. The Contractor may elect to procure private staging easements outside of the City staging and work areas at the Contractor's own expense to facilitate the work. Prior to the use of a Contractor procured private staging easement, a copy of the written easement permission must be submitted to the Engineer. The Contractor shall determine if a City staging site has ample area for the purpose(s) intended. After all project work is completed, each staging site utilized, by the Contractor, shall be returned to an original condition that is acceptable to the Project Engineer and the Owner. Any damage(s) to the staging site(s) or any adjacent areas that the Project Engineer attributes to the use of the site(s) by the Contractor shall be restored by the Contractor; at no additional cost to the Owner. The Project Engineer's condition determination(s) of areas pertinent to the use of staging sites will be final.
- 10) The Contractor shall leave each work site free of debris at the end of EACH working day. The Contractor shall clean up each portion of the total work area as it is completed. The Contractor shall clean up and remove all rubbish, debris, and surplus material(s). The Contractor shall leave all sites in a neat condition acceptable to the Engineer and the Owner.
- 11) The Contractor shall not disturb any desirable grass areas or any desirable trees. Any cost(s) associated with any disturbance and necessary repair(s) and/or replacement(s), to restore the condition(s) equal to or better than original, as determined by the Engineer, resulting from the Contractor's operations shall be the Contractor's responsibility.

SEAL COAT - 2021 PROJECT

Item 21.

Area Tabulation

Location Area Number	Item	Bid Item Number						
		1	2	3	4	5	6	7
		Surface Preparation, Parks, Streets & Driveways	One Course Seal Coat, Streets & Driveways	One Course Seal Coat, Parks	Pavement Markings, Painted	Pavement Markings, Handicap Symbols	Mobilization	Traffic Control
		S.Y.	S.Y.	S.Y.	Sta.	Ea.	L.S.	L.S.
	Public Works (parks) Areas:							
37	Fairview Cemetery, partial	0	---	2,780	---	---	0.052051	0.017096
38	Greenwood Cemetery, partial	0	---	6,074	---	---	0.113726	0.037354
39	Hillside Cemetery, partial	0	---	1,779	---	---	0.033309	0.010941
56	309 E. 4th Street, Storage Areas (seal 1)	0	---	1,331	---	---	0.024921	0.008185
55	Birdsall Park SE lot, seal on patch area	0	---	548	---	---	0.010260	0.003370
59	Park Drive Trailhead lot	0	---	1,324	---	---	0.024790	0.008142
60	Prairie Lakes Park, small SE lot & entrance	0	---	794	---	---	0.014866	0.004883
61	Washington Park, 4 patches on drive 1,442' E. of entry lot	905	---	905	---	---	0.016945	0.005566
64	Big Woods Lake, South, west lot	628	---	628	---	---	0.011758	0.003862
65	Big Woods Lake, South, east lot, east 1/2 only	2,376	---	2,376	---	---	0.044487	0.014612
57	309 E. 4th Street, Storage Areas (seal 2)	0	---	1,331	---	---	0.024921	0.008185
58	Birdsall Park SE lot	0	---	4,521	30.48	4	0.084649	0.027803
	Public Works (streets) Areas:							
40	South Cottage Row Rd. (seal 1)	0	1,166	---	---	---	0.021832	0.034155
42	Union Road	4,140	4,140	---	---	---	0.077515	0.121270
43	Skyview Drive	5,580	5,580	---	0.72	---	0.104477	0.163450
44	Cooley Street	862	862	---	---	---	0.016140	0.025250
45	Cedar Street	692	692	---	---	---	0.012957	0.020270
46	Woodlawn Avenue	707	707	---	---	---	0.013237	0.020710
47	Beech Avenue	2,561	2,561	---	---	---	0.047951	0.075017
48	Roosevelt Street	1,070	1,070	---	---	---	0.020034	0.031343
49	Bronson Court	396	396	---	---	---	0.007414	0.011600
50	Grand Boulevard	419	419	---	---	---	0.007845	0.012273
51	Grand Boulevard	1,095	1,095	---	---	---	0.020502	0.032075
52	Ford Road	8,340	8,340	---	---	---	0.156153	0.244297
54	Scenic Drive (N. of Cottonwood Ln.)	646	646	---	---	---	0.012095	0.018923
53	Scenic Drive (S. of Cottonwood Ln.)	0	178	---	---	---	0.003333	0.005214
41	South Cottage Row Rd. (seal 2)	0	1,166	---	---	---	0.021832	0.034155
	Parks Areas, Subtotal:	3,909						
	Street Areas, Subtotal:	26,508						
	Totals:	30,417	29,018	24,391	31.20	4.00	1.00	1.00

SEAL COAT - 2021 PROJECT
Quantity Tabulation # 1

Public Works (Street) Areas:						
Area Desig.	Areas	Location		Length	Width	Area (SY)
40a	S. Cottage Row Rd. (seal 1)	218' S. of Cottage Row Rd.	400' S. of Cottage Row Rd.	182	16.0	323.56
40b	S. Cottage Row Rd. (seal 1)	400' S. of Cottage Row Rd.	849' S. of Cottage Row Rd.	459	16.5	841.50
42a	Union Road (seal 1)	1904' S. of to	3,45.5' S. of W. 27th St.	1,553	24.0	4,140.00
43a	Skyview Drive	N. radius @ Union Rd.				5.37
43b	Skyview Drive	S. radius @ Union Rd.				5.37
43c	Skyview Drive	North Union Road east	1,957'	1,957	19.5	4,240.17
43d	Skyview Drive	1,957' E. of N. Union Rd. E.	613' (toward park lot)	613	19.5	1,328.17
44a	Cooley Street	West dead end E. to	Park Drive	247	14.0	384.22
44b	Cooley Street	Park Drive	East City Limits	307	14.0	477.56
45a	Cedar Street	Center Street E.	curve S. beginning	226	24.0	602.67
45b	Cedar Street	curve S. beginning	curve S. midpoint	35	20.0	77.78
45c	Cedar Street	N. radius @ Center St.		---	---	5.37
45d	Cedar Street	S. radius @ Center St.		---	---	5.37
46a	Woodlawn	curve S. midpoint	curve S. ending	35	16.0	62.22
46b	Woodlawn	curve S. ending		300	19.0	633.33
46c	Woodlawn	W. radius @ Longview St.		---	---	5.37
46d	Woodlawn	E. radius @ Longview St.		---	---	5.37
47a	Beech Avenue	W. dead end E. to	Roosevelt St.	1,275	18.0	2,550.00
47b	Beech Avenue	N. radius @ Roosevelt St.		---	---	5.37
47c	Beech Avenue	S. radius @ Roosevelt St.		---	---	5.37
48a	Roosevelt Street	W. 55' radius @ E. 1st St.		---	---	72.26
48b	Roosevelt Street	E. 55' radius @ E. 1st St.		---	---	72.26
48c	Roosevelt Street	W. 25' radius @ E. 1st St.		---	---	54.52
48d	Roosevelt Street	E. 25' radius @ E. 1st St.		---	---	54.52
48e	Roosevelt Street	East 1st Street S. to	dead end	306	24.0	816.00
49a	Bronson Court	Grand Blvd. S. to	Rainbow Dr.	251	14.0	390.44
49b	Bronson Court	E. radius @ Grand Blvd.		---	---	5.37
50a	Grand Boulevard	Bronson Court E. to	W. curb Parrish St.	153	24.0	408.00
50b	Grand Boulevard	NW. radius @ Parrish St.		---	---	5.37
50c	Grand Boulevard	SW. radius @ Parrish St.		---	---	5.37
51a	Grand Boulevard	NE. radius @ Parrish St.		---	---	5.37
51b	Grand Boulevard	SE. radius @ Parrish St.		---	---	5.37
51c	Grand Boulevard	E. curb Parrish St. E.	East City Limits	319	24.0	850.67
51d	Grand Boulevard	E. curb Parrish St. E. to	East City Limits	75	28.0	233.33
Length of areas (ft.) :				8,293	Street	
Length of areas (mi.) :				1.57	Areas:	18,682.98

Project sections will be marked in the field, as necessary, per the Engineer.

SEAL COAT - 2021 PROJECT
Quantity Tabulation # 2

Public Works (Street) Areas:						
Area Desig.	Areas	Location		Length	Width	Area (SY)
52a	Ford Road	radius @ Lone Tree Road				5.37
52b	Ford Road	0' to	100' N. of Lone Tree Rd.	100	21.0	233.33
52c	Ford Road	100' to	200' N. of Lone Tree Rd.	100	20.5	227.78
52d	Ford Road	200' to	300' N. of Lone Tree Rd.	100	20.5	227.78
52e	Ford Road	300' to	400' N. of Lone Tree Rd.	100	21.0	233.33
52f	Ford Road	400' to	500' N. of Lone Tree Rd.	100	20.5	227.78
52g	Ford Road	500' to	600' N. of Lone Tree Rd.	100	20.5	227.78
52h	Ford Road	600' to	700' N. of Lone Tree Rd.	100	20.0	222.22
52i	Ford Road	700' to	900' N. of Lone Tree Rd.	200	19.0	422.22
52j	Ford Road	900' to	1,000' N. of Lone Tree Rd.	100	18.5	205.56
52k	Ford Road	1,000' to	1,100' N. of Lone Tree Rd.	100	18.5	205.56
52l	Ford Road	1,100' to	1,200' N. of Lone Tree Rd.	100	19.5	216.67
52m	Ford Road	1,200' to	1,300' N. of Lone Tree Rd.	100	19.0	211.11
52n	Ford Road	1,300' to	1,400' N. of Lone Tree Rd.	100	19.0	211.11
52o	Ford Road	1,400' to	1,500' N. of Lone Tree Rd.	100	20.0	222.22
52p	Ford Road	1,500' to	1,600' N. of Lone Tree Rd.	100	19.5	216.67
52q	Ford Road	1,600' to	1,700' N. of Lone Tree Rd.	100	18.5	205.56
52r	Ford Road	1,700' to	2,100' N. of Lone Tree Rd.	400	18.0	800.00
52s	Ford Road	2,100' to	2,200' N. of Lone Tree Rd.	100	18.5	205.56
52t	Ford Road	2,200' to	2,300' N. of Lone Tree Rd.	100	19.5	216.67
52u	Ford Road	2,300' to	2,400' N. of Lone Tree Rd.	100	18.5	205.56
52v	Ford Road	2,400' to	2,500' N. of Lone Tree Rd.	100	17.5	194.44
52w	Ford Road	2,500' to	2,600' N. of Lone Tree Rd.	100	18.5	205.56
52x	Ford Road	2,600' to	2,800' N. of Lone Tree Rd.	200	19.0	422.22
52y	Ford Road	2,800' to	2,900' N. of Lone Tree Rd.	100	19.5	216.67
52z	Ford Road	2,900' to	3,000' N. of Lone Tree Rd.	100	19.5	216.67
52aa	Ford Road	3,000' to	3,100' N. of Lone Tree Rd.	100	19.5	216.67
52ab	Ford Road	3,100' to	3,200' N. of Lone Tree Rd.	100	20.0	222.22
52ac	Ford Road	3,200' to	3,300' N. of Lone Tree Rd.	100	19.5	216.67
52ad	Ford Road	3,300' to	3,400' N. of Lone Tree Rd.	100	19.5	216.67
52ae	Ford Road	3,400' to	3,500' N. of Lone Tree Rd.	100	20.0	222.22
52af	Ford Road	3,500' to	3,600' N. of Lone Tree Rd.	100	19.5	216.67
52ag	Ford Road	3,600' to	3,895' N. of Lone Tree Rd.	295	19.0	622.78
54a	Scenic Drive	N. dead end S. to	Cottonwood Lane	408	14.0	634.67
54b	Scenic Drive	W. rad. @ Cottonwood Ln.		---	---	5.37
54c	Scenic Drive	E. rad. @ Cottonwood Ln.		---	---	5.37
53a	Scenic Drive	Cottonwood Ln. S.	200'	200	8.0	177.78
41a	S. Cottage Row Rd. (seal 2)	218' S. of Cottage Row Rd.	400' S. of Cottage Row Rd.	182	16.0	323.56
41b	S. Cottage Row Rd. (seal 2)	400' S. of Cottage Row Rd.	849' S. of Cottage Row Rd.	459	16.5	841.50
Page 31 Subtotals :				5,144		10,327.50
Subtotal from Page 30:				8,293		18,682.98
Length of areas (ft.) :				13,437	Total Street	
Length of areas (mi.) :				2.54	Areas:	29,010.48

Project sections will be marked in the field, as necessary, per the Engineer.

SEAL COAT - 2021 PROJECT
Quantity Tabulation # 3

Public Works (Parks) Areas:								
Area Desig.	Areas	drive, I.D.	Location			Length	Width	Area (SY)
37a	Fairview Cemetery	FCA,	from FC2 south	to	FC4	366	10.0	406.67
37b	Fairview Cemetery	FCA,			two (2) radii			10.74
37c	Fairview Cemetery	FCA,	from FC4 south	to	FC5	319	10.0	354.44
37d	Fairview Cemetery	FCB,	from FC4 south	to	FC5	318	10.0	353.33
37e	Fairview Cemetery	FCB,			two (2) radii			10.74
37f	Fairview Cemetery	FCE,	from FC3 south	to	FC4	280	10.0	311.11
37g	Fairview Cemetery	FCE,			two (2) radii			10.74
37h	Fairview Cemetery	FCF,	from 12th St. south	to	FC1	195	10.0	216.67
37i	Fairview Cemetery	FCF,	from FC1 south	to	FC2	262	10.0	291.11
37j	Fairview Cemetery	FC1,			two (2) radii			10.74
37k	Fairview Cemetery	FC1,	from FCB east	to	FCC	114	10.0	126.67
37L	Fairview Cemetery	FC1,	from FCC east	to	FCF	137	10.0	152.22
37m	Fairview Cemetery	FC4,			two (2) radii			10.74
37n	Fairview Cemetery	FC4,	from FCA east	to	FCB	111	10.0	123.33
37o	Fairview Cemetery	FC4,	from FCB east	to	FCC	109	10.0	121.11
37p	Fairview Cemetery	FC4,	from FCC east	to	FCE	132	10.0	146.67
37q	Fairview Cemetery	FC5,	from FCA east	to	FCB	110	10.0	122.22
39a	Hillside Cemetery	HCA,	from HC2 south	to	HC3	146	10.0	162.22
39b	Hillside Cemetery	HCA,			two (2) radii			10.74
39c	Hillside Cemetery	HCA,	from HC3 south	to	HC4	133	10.5	155.17
39d	Hillside Cemetery	HCA,	from HC4 south	to	E. Lone Tree Rd.	223	10.0	247.78
39e	Hillside Cemetery	HCB,	from HC2 south	to	HC3	145	10.5	169.17
39f	Hillside Cemetery	HCB,			two (2) radii			10.74
39g	Hillside Cemetery	HCB,	from HC3 south	to	HC4	133	11.0	162.56
39h	Hillside Cemetery	HCB,	from HC4 south	to	E. Lone Tree Rd.	223	10.0	247.78
39i	Hillside Cemetery	HC3,	from HCA	to	HCB	263	9.0	263.00
39j	Hillside Cemetery				four (4) radii			21.48
39k	Hillside Cemetery	HC4,	from HCA	to	HCB	263	10.5	306.83
39L	Hillside Cemetery				four (4) radii			21.48
56a	309 E. 4th Street		seal 1					1,330.80
55a	Birdsall Park, SE Lot		patch area seal			210	10.0	233.33
55b	Birdsall Park, SE Lot		patch area seal			113	25.0	313.89
Page 32 Subtotals :						4,305		6,436.22
Length of areas (ft.) :						4,305	Parks	
Length of areas (mi.) :						0.82	Areas:	6,436.22

Project sections will be marked in the field, as necessary, per the Engineer.

SEAL COAT - 2021 PROJECT
Quantity Tabulation # 4

Public Works (Parks) Areas:							
Area Desig.	Areas	drive, I.D.	Location		Length	Width	Area (SY)
38a	Greenwood Cemetery	GC2,	from GCB east	to GCD	287	13.0	414.56
38b	Greenwood Cemetery	GC3,	from GCA east	to GCB	200	11.0	244.44
38c	Greenwood Cemetery	GC3,	from GCB east	to GCC	122	11.0	149.11
38d	Greenwood Cemetery	GC3,	from GCC east	to GCE	268	11.0	327.56
38e	Greenwood Cemetery	GC3,	from GCE east	to GCH	Seal Coated yr. 2020		
38f	Greenwood Cemetery	GCS2,	conc. E. GCJ east	to GCK	426.5	11.5	544.97
38g	Greenwood Cemetery	GCS3,	from GCJ east/se.	to GCK	276	8.0	245.33
38h	Greenwood Cemetery	GCS3,		two (2) radii			10.74
38i	Greenwood Cemetery	GC4,	from street east	to GCA	65	11.0	79.44
38j	Greenwood Cemetery	GC4,		four (4) large radii			32.22
38k	Greenwood Cemetery	GC5,	from GCA east	to GCB	180	12.0	240.00
38L	Greenwood Cemetery	GC5,		one (1) large radii			8.05
38m	Greenwood Cemetery	GC5,	from GCB east	to GCC	123	12.0	164.00
38n	Greenwood Cemetery	GC5,	from GCC east	to 10' west of GCE	261	11.7	339.30
38o	Greenwood Cemetery	GC5,	10' E of GCE east	to concrete west of GCG	183	11.0	223.67
38p	Greenwood Cemetery	GC8,	including GCH, west	140'	140	40.0	622.22
38q	Greenwood Cemetery	GC8,	E. edge GCH east	to midpt. curve to GCJ	211	11.0	257.89
38r	Greenwood Cemetery	GCA,	from GC3 south	to GC4	160	10.5	186.67
38s	Greenwood Cemetery	GCA,	from GC4 south	to GC5	113	12.5	156.94
38t	Greenwood Cemetery	GCB,	from GC2 south	to GC3	120	12.0	160.00
38u	Greenwood Cemetery	GCB,		two (2) radii			10.74
38v	Greenwood Cemetery	GCB,	from GC3 south	to GC5	280	10.0	311.11
38w	Greenwood Cemetery	GCC,	from GC3 south	to GC5	282	14.5	454.33
38x	Greenwood Cemetery	GCC,		four (4) radii			21.48
38y	Greenwood Cemetery	GCC,	from GC5 south	to GC8	160	9.0	160.00
38z	Greenwood Cemetery	GCC,		four (4) large radii			32.22
38aa	Greenwood Cemetery	GCJ,	conc. S. GCS3 south	to GC5	246	10.0	273.33
38bb	Greenwood Cemetery	GCJ,		two (2) radii			10.74
38cc	Greenwood Cemetery	GCJ,	conc. S. GCS3 south	to concrete N. of GC5	195	9.5	205.83
38dd	Greenwood Cemetery	GCJ,	conc. S. GC5 south	to midpt. curve to GC8	140	12.0	186.67
57a	309 E. 4th Street		seal 2				1,330.80
Page 33 Subtotals :					4,439		7,404.37
Subtotal from Page 32 :					8,293		6,436.22
Length of areas (ft.) :					12,731	Parks	
Length of areas (mi.) :					2.41	Areas:	13,840.59

Project sections will be marked in the field, as necessary, per the Engineer.

SEAL COAT - 2021 PROJECT
Quantity Tabulation # 5

Public Works (Parks) Areas:					
Area Desig.	Areas	Location	Length	Width	Area (SY)
59	Park Drive Trailhead Lot	1,150' E./ Oakland intersect.			
59a	Park Drive Trailhead Lot	lot	134	51.5	766.78
59b	Park Drive Trailhead Lot	lot	58	64	412.44
59c	Park Drive Trailhead Lot	drive	15	43	71.67
59d	Park Drive Trailhead Lot	radius			62.13
59e	Park Drive Trailhead Lot	radius			5.37
59f	Park Drive Trailhead Lot	radius			5.37
60	Prairie Lakes Park	small SE lot & entrance			
60a	Prairie Lakes Park		124	23	316.89
60b	Prairie Lakes Park		18	48.5	97.00
60c	Prairie Lakes Park		48.5	70.5	379.92
61	Washington Park	seal "4 patches", main drive			
61a	Washington Park	west low patch area	120	21.0	280.00
61b	Washington Park	patch area @ drive to south	125	29.0	402.78
61c	Washington Park	patch north of 10' wide trail	60	21.0	140.00
61d	Washington Park	10' wide trail crossing drive	0	0.0	0.00
61e	Washington Park	patch south of 10' wide trail	35	21.0	81.67
65a	Big Woods Lake, S., West lot	lot	75	64.0	533.33
65b	Big Woods Lake, S., West lot	drive and three (3) radii			94.34
64a	Big Woods Lake, S., East lot	east 1/2 only of East lot	149.5	143.0	2,375.39
58a	Birdsall Park, SE Lot	west 242'	242	128.25	3,448.50
58b	Birdsall Park, SE Lot	east 100'	50	64.0	355.56
58c	Birdsall Park, SE Lot	east 100'	50	129.0	716.67
Page 34 Subtotals :					10,545.79
Subtotal from Page 33:					13,840.59
			Length of areas (ft.) :	1,304	Total Parks
			Length of areas (mi.) :	0.25	Areas: 24,386.38

Project sections will be marked in the field, as necessary, per the Engineer.

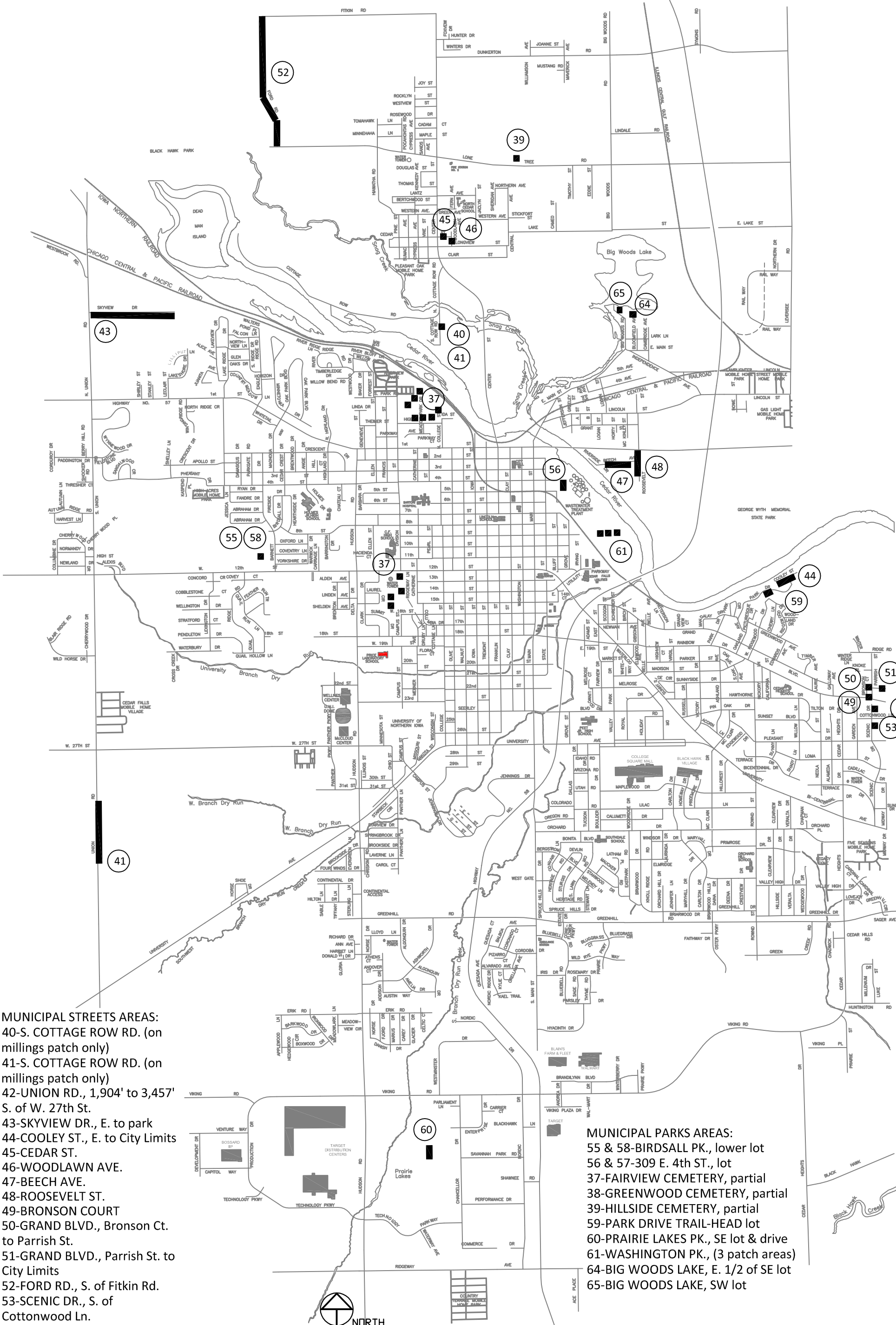
SEAL COAT - 2021 PROJECT
Pavement Markings, Painted Tabulation

Item 21.

Item	Broken Lane Line (Yellow)	Edge Line (White)	Edge Line (Yellow)	No Passing, North/East/Bound	No Passing, South/West/Bound	Solid Parking Lines (White)	Stop Bars (White)	R.R. Crossing end bars @ symbols (white)	R.R. Crossing Symbol(s) (white)	Handicapped Symbol(s)	
	Sta.	Sta.	Sta.	Sta.	Sta.	Sta.	Sta.	Sta.	Each	Each	
Public Works (parks) Areas:											
37	Fairview Cemetery, partial										
38	Greenwood Cemetery, partial										
39	Hillside Cemetery, partial										
56	309 E. 4th Street, Storage Areas (seal 1)										
55	Birdsall Park SE lot, seal on patch area										
59	Park Drive Trailhead lot										
60	Prairie Lakes Park, small SE lot & entrance										
61	Washington Park, 4 patches on drive 1,442' E. of entry lot										
65	Big Woods Lake, South, west lot										
64	Big Woods Lake, South, east lot, east 1/2 only										
57	309 E. 4th Street, Storage Areas (seal 2)										
58	Birdsall Park SE lot					30.48				4.00	
Public Works (streets) Areas:											
South Cottage Row Rd. (seal 1)											
42	Union Road										
43	Skyview Drive						0.12				
44	Cooley Street										
45	Cedar Street										
46	Woodlawn Avenue										
47	Beech Avenue										
48	Roosevelt Street										
49	Bronson Court										
50	Grand Boulevard										
52	Ford Road										
54	Scenic Drive (N. of Cottonwood Ln.)										
53	Scenic Drive (S. of Cottonwood Ln.)										
41	South Cottage Row Rd. (seal 2)										
Subtotals, field measure											
		0.00	0.00	0.00	0.00	0.00	30.48	0.12	0.00	0.00	4.00
Item Multipliers											
		0.25	1.00	1.00	1.25	1.25	1.00	6.00	3.00	1.00	1.00
Subtotals, adjusted											
		0.00	0.00	0.00	0.00	0.00	30.48	0.72	0.00	0.00	4.00
Stations Total									31.20		
Symbol Count Total									0.00	4.00	

CITY OF CEDAR FALLS

SEAL COAT 2021 PROJECT LOCATION MAP

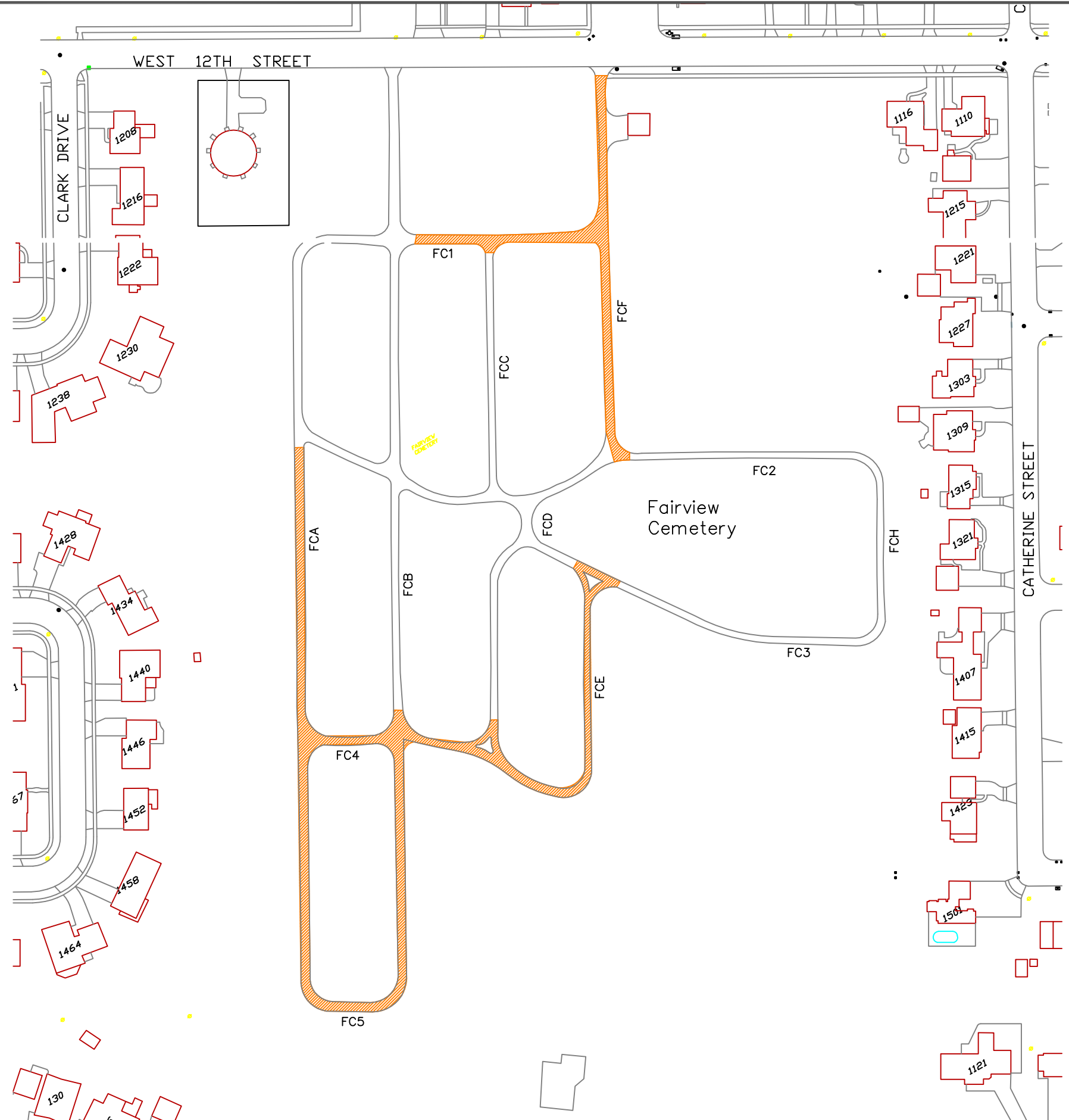


- MUNICIPAL STREETS AREAS:**
- 40-S. COTTAGE ROW RD. (on millings patch only)
 - 41-S. COTTAGE ROW RD. (on millings patch only)
 - 42-UNION RD., 1,904' to 3,457' S. of W. 27th St.
 - 43-SKYVIEW DR., E. to park
 - 44-COOLEY ST., E. to City Limits
 - 45-CEDAR ST.
 - 46-WOODLAWN AVE.
 - 47-BEECH AVE.
 - 48-ROOSEVELT ST.
 - 49-BRONSON COURT to Parrish St.
 - 50-GRAND BLVD., Bronson Ct. to Parrish St.
 - 51-GRAND BLVD., Parrish St. to City Limits
 - 52-FORD RD., S. of Fitkin Rd.
 - 53-SCENIC DR., S. of Cottonwood Ln.
 - 54-SCENIC DR., N. of Cottonwood Ln.

- MUNICIPAL PARKS AREAS:**
- 55 & 58-BIRDSALL PK., lower lot
 - 56 & 57-309 E. 4th ST., lot
 - 37-FAIRVIEW CEMETERY, partial
 - 38-GREENWOOD CEMETERY, partial
 - 39-HILLSIDE CEMETERY, partial
 - 59-PARK DRIVE TRAIL-HEAD lot
 - 60-PRAIRIE LAKES PK., SE lot & drive
 - 61-WASHINGTON PK., (3 patch areas)
 - 64-BIG WOODS LAKE, E. 1/2 of SE lot
 - 65-BIG WOODS LAKE, SW lot



NOT TO SCALE



Key

Seal Coat

SHEET NO.	39				
TOTAL SHEETS	39				
	NO.	DATE	REVISION	INIT.	

Seal Coat-2021 Project

Fairview Cemetery



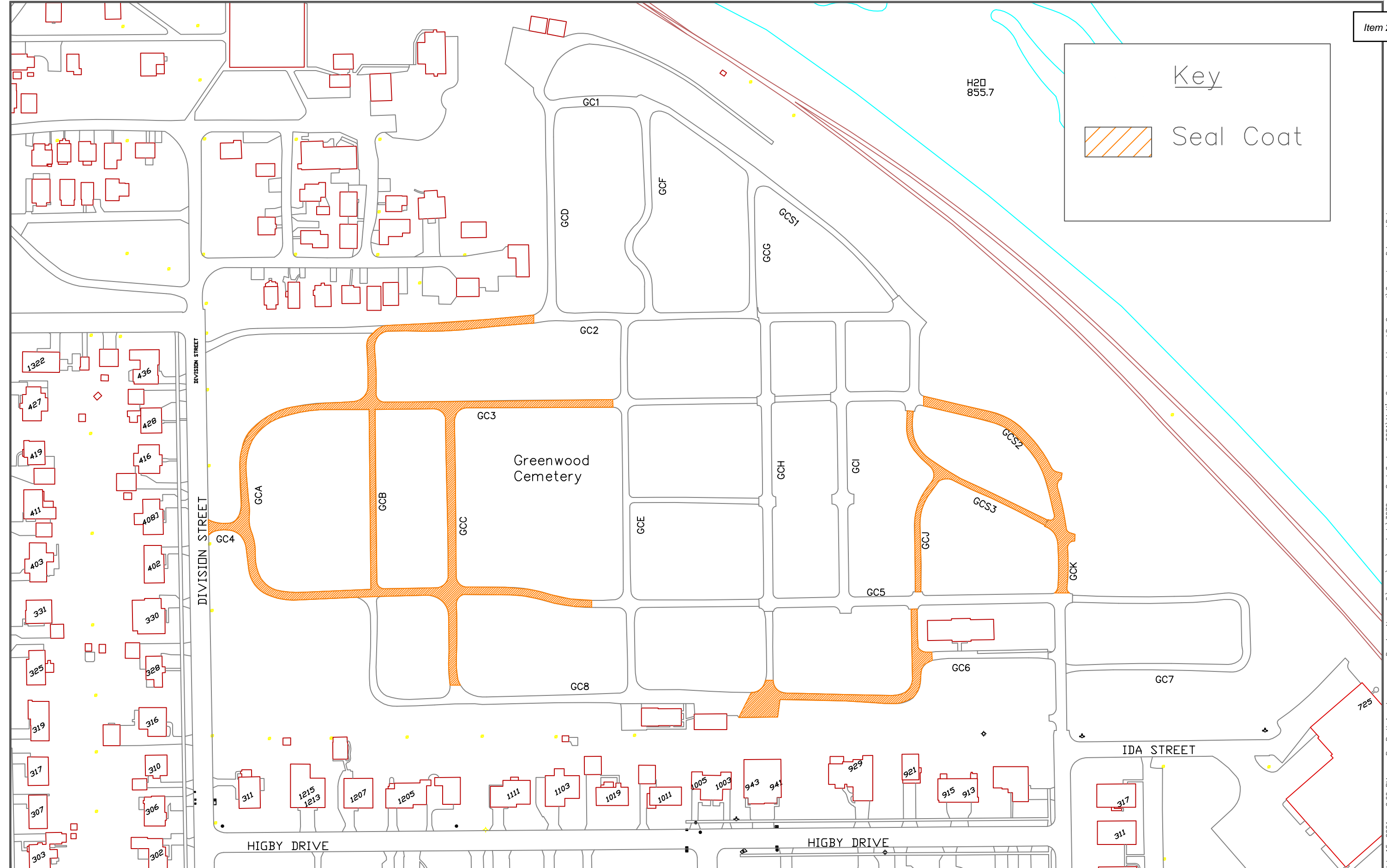
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER	SC-000-3272
DRAWN BY:	Joe/ Kemal
CHECKED BY:	BJA

SHEET NO.	39
TOTAL SHEETS	39

Key

Seal Coat



SHEET NO.	38				
TOTAL SHEETS	39				
	NO.	DATE	REVISION	INIT.	

Seal Coat-2021 Project

Greenwood Cemetery




DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER	SC-000-3272
DRAWN BY:	Joe/ Kemal
CHECKED BY:	BJA

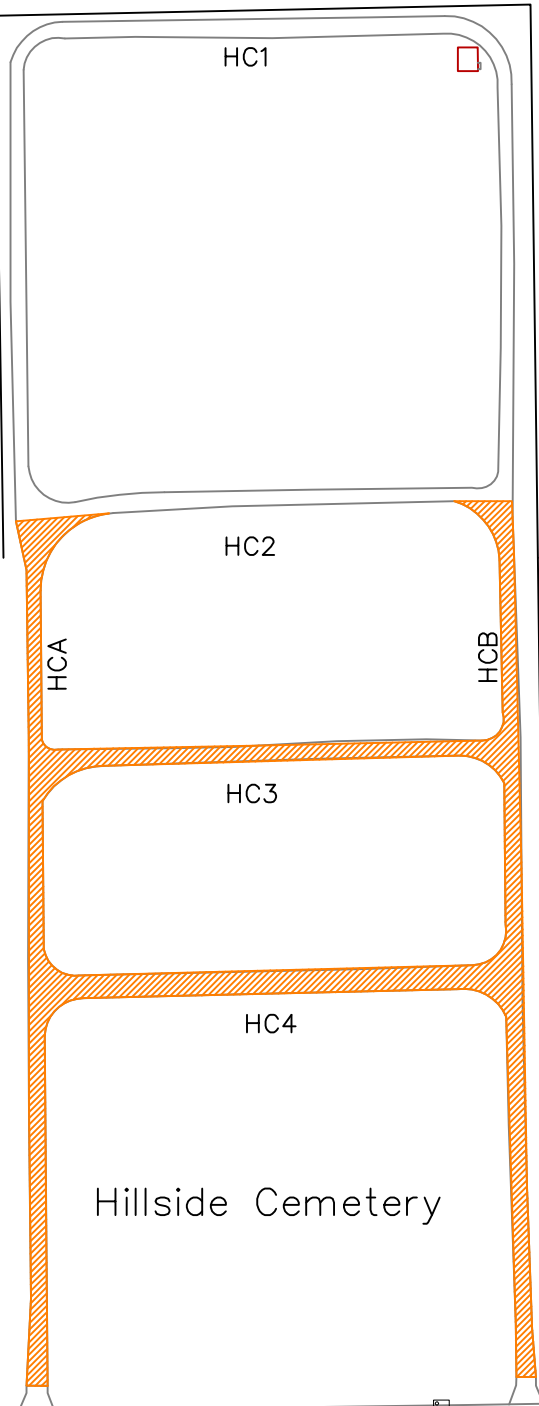
SHEET NO.	38
TOTAL SHEETS	39

Date: July 15, 2021 - 2:09 PM By: Brett Armstrong Drawing Name: G:\users\eng\projects\3272 - Seal Coat - 2021\Matt's Cemetery drives I.D. Concept\Cemetery Drives I.D.dwg

Key



Seal Coat



LONE TREE ROAD

Hillside Cemetery

SHEET NO.	37			
TOTAL SHEETS	39			
	NO.	DATE	REVISION	INIT.

Seal Coat-2021 Project

Hillside Cemetery



DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER	SC-000-3272
DRAWN BY:	Joe/ Kemal
CHECKED BY:	BJA

SHEET NO.	37
TOTAL SHEETS	39


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: July 15, 2021

SUBJECT: 2021 Street Patching Project
 Project No. RS-000-3275
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2021 Street Patching Project

We recommend setting Monday, August 2nd, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Thursday, August 5th, 2021, at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by July 22, 2021. The Plans and Specifications will be ready for distribution to contractors on July 22, 2021 allowing two (2) weeks of review before contract letting.

This project involves the construction of forty-six (46) utility patches on existing City streets. Work shall include 644 SY removal and replacement of the existing pavement; 117 tons of HMA patches; 104.24 LF of PCC Curb and Gutter replacement; subgrade preparation; and replacement of driveway approaches and pedestrian ramps. Traffic control and flaggers will be required on some of this project.

The total estimated cost for the construction of this project is \$288,409.85. The project will be funded by Cedar Falls Utilities.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

ENGINEER'S ESTIMATE					
2021 STREET PATCHING PROJECT					
RS-000-3275					
ITEM#	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	REMOVAL OF PAVEMENT	S.Y.	677.05	\$ 30.00	\$ 20,311.50
2	REMOVAL OF CURB & GUTTER	L.F.	92.64	\$ 10.00	\$ 926.40
3	REMOVAL OF DRIVEWAY	S.Y.	13.13	\$ 80.00	\$ 1,050.40
4	REMOVAL OF SIDEWALK	S.Y.	43.05	\$ 13.00	\$ 559.65
5	SAW CUTTING FOR REMOVALS	L.F.	2110.07	\$ 15.00	\$ 31,651.05
6	EXCAVATION, CLASS 10	C.Y.	214.73	\$ 40.00	\$ 8,589.20
7	CURB, PCC 7 IN. 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	53.1	\$ 49.00	\$ 2,601.90
8	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	39.84	\$ 50.00	\$ 1,992.00
9	CURB, PCC 7 IN. 3.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	11.3	\$ 80.00	\$ 904.00
10	MODIFIED SUBBASE	C.Y.	214.73	\$ 65.00	\$ 13,957.45
11	TOPSOIL, FURNISH & SPREAD	C.Y.	3.078	\$ 95.00	\$ 292.41
12	HYDRAULIC SEEDING	S.Y.	28.14	\$ 30.00	\$ 844.20
13	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	13.13	\$ 115.00	\$ 1,509.95
14	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	41.12	\$ 85.00	\$ 3,495.20
15	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	1.933	\$ 275.00	\$ 531.58
16	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	48	\$ 1,000.00	\$ 48,000.00
17	UTILITY PATCH, P.C.C., TYPE "C" CLASS III	S.Y.	644.32	\$ 150.00	\$ 96,648.00
18	UTILITY PATCH, HMA (ST), PG58-28S	TONS	117.738	\$ 120.00	\$ 14,128.56
19	COMPACTION OF SUBGRADE	S.Y.	677.05	\$ 8.00	\$ 5,416.40
21	TRAFFIC CONTROL	L.S.	1	\$ 35,000.00	\$ 35,000.00
				TOTAL ESTIMATE	\$ 288,409.85

PROJECT SPECIFICATIONS FOR THE 2021 STREET PATCHING PROJECT

Project RS-000-3275 Cedar Falls, Iowa


ENGINEER'S CERTIFICATION	
	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p>_____ Date: <u>7/15/2021</u></p> <p>David Wicke, P.E. Iowa License No. 25684 My license renewal date is December 31, 2022</p> <p>Pages or sheets covered by this seal: <u>1-30.</u></p>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2021 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City’s Standard Specification.

This Standard Specification is amended by the “City of Cedar Falls” Supplemental Specifications to the 2021 Edition of SUDAS.

Links to both documents can be found on the City’s website at:
www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS 30

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE
2021 STREET PATCHING PROJECT IN THE
CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Cost for the construction of the 2021 STREET PATCHING in said City at 7:00 p.m. on the 2nd day of August 2021, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacqueline Danielsen, MMC

City Clerk

NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
2021 STREET PATCHING PROJECT

Time and Place for Filing Sealed Proposals: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 5th day of August, 2021.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be opened and read at 2:00 p.m. on Tuesday, the 5th day of August 2021 in the Duke Young Conference Room at City Hall, 220 Clay Street, Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on August 16th, 2021 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. Contractor shall reach substantial completion no later than November 15th, 2021 and shall fully complete close-out of the project no later than November 25th, 2021.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a bid security as defined in the Instructions to Bidders- Division 1, Section 05.

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Electronic contract documents will become available Friday, July 22nd, 2021 at no cost by clicking on the "Bid Opportunities" link at www.cedarfalls.com and choosing the **2021 STREET PATCHING** project from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at www.QuestCDN.com.

Contact Brett Armstrong for document distribution or any questions via phone: (319) 268-5161, fax: (319) 268-5197, or email: brett.armstrong@cedarfalls.com. QuestCDN reference number 7912461.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Brett Armstrong, Civil Engineer I
Cedar Falls Engineering Department
220 Clay Street
Cedar Falls, IA 50613
Brett.armstrong@cedarfalls.com

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

Project Description: This project involves the construction of forty-six (46) utility patched on existing City streets. Work shall include 644.32 SY removal and replacement of the existing pavement; 117.74 ton HMA patches; 104.24 LF of PCC Curb and Gutter; subgrade preparation; replacement of driveway approaches and pedestrian ramps. Traffic control and flaggers will be required on some of this project.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

BY: _____
Jacqueline Danielsen, MMC
City Clerk

DIVISION 1 – Instructions to Bidders

The work comprising 2021 STREET PATCHING Project shall be constructed in accordance with the 2021 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2021 STREET PATCHING PROJECT
Project No. RS-000-3275

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in

lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications, and proposal forms may be obtained from the office of the City Engineer. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contract documents are also available electronically through the City's website under "Bid Opportunities".

04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The bid security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

"Miscellaneous Bank checks", as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security, bidders status form and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

Proposal for: 2021 STREET PATCHING PROJECT
Project No. RS-000-3275

**FORM OF PROPOSAL
2021 STREET PATCHING PROJECT
PROJECT NO.
RS-000-3275
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2021 STREET PATCHING PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Pavement	S.Y.	677.1		
2	Removal of Curb & Gutter	L.F.	92.7		
3	Removal of Driveway	S.Y.	13.2		
4	Removal of Sidewalk	S.Y.	43.1		
5	Saw Cutting for Removals	L.F.	2110.1		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
6	Excavation, Class 10, Unstable Material	C.Y.	214.8		
7	Curb, P.C.C., 7 In. 2.0 Ft. Width, Type "C" Class III	L.F.	53.1		
8	Curb, P.C.C., 7 In. 2.5 Ft. Width, Type "C", Class III	L.F.	39.9		
9	Curb, P.C.C., 7 In. 3.0 Ft. Width, Type "C", Class III	L.F.	11.3		
10	Modified Subbase	C.Y.	214.8		
11	Topsoil, Furnish & Spread	C.Y.	3.1		
12	Hydraulic Seeding	S.Y.	28.2		
13	Driveway, P.C.C., 6 In., Class "C"	S.Y.	13.2		
14	Sidewalk, P.C.C., 4 In., Class "C"	S.Y.	41.2		
15	Sidewalk, P.C.C., 6 In., Class "C"	S.Y.	2.0		
16	Pedestrian Ramps, Detectable Warning	S.F.	48.0		
17	Utility Patch, P.C.C., Type "C" Class III	S.Y.	644.4		
18	Utility Patch, HMA (ST) Surf., ½", PG58-28S	TONS	117.8		
19	Compaction of Subgrade	S.Y.	677.1		
20	Traffic Control	L.S.	1.00		
				TOTAL BID	

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-21). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of _____ in the form of _____, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. _____ Date _____

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

By

Official Address _____

Title _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
 _____, as Principal, and _____
 as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE,"
 In the penal sum of _____ Dollars (\$ _____) lawful money of
 the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors,
 administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted
 the accompanying bid dated the _____ day of _____, 20____, for
 _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

Witness

By _____ (Title)

Surety (Seal)

Witness

By _____ Attorney-in-fact

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

329-6201 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

308 (09/10) 14

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. RS-000-3275

STATE OF _____ ss

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) We are _____ of _____ (Owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me

this _____ day of _____, 20____

Title

My Commission expires _____.

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 STREET PATCHING PROJECT, Project No. RS-000-3275 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 2nd day of August, 2021 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RS-000-3275 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder

m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2021, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 STREET PATCHING Project
Paving/ Subdrainage
Project RS-000-3275**

To faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That is used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be

fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RS-000-3275

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

SURETY:

Company Name

Surety Company

Company Address

By: _____
Signature Attorney-in-Fact Officer

City, State, Zip Code

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: 2021 STREET PATCHING PROJECT
RS-000-3275
Cedar Falls, Iowa

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2021, within ten (10) calendar days of _____, 2021 and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the 2021 STREET PATCHING PROJECT.

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in this written Notice to Proceed and shall be performed regularly and diligently through the duration of the project.

Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for each calendar day for each Street or Stage of a street (e.g. Stage 1, 2) that is not substantially complete after the expiration of the contract time set forth. Each subsequent stage will start over with the contract time shown after agreed approval with the owner's representative to proceed from previous stage. Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for each calendar day that any work remains uncompleted after November 5th, 2021 (substantial completion) regardless of the status of previous stages. Substantial completion shall mean that the stages are fully open to the general public with minor work (e.g. watering) to be completed without requiring closures. Contractor shall reach substantial completion no later than November 5th, and shall fully complete the close-out process no later than November 25th, 2021. If remaining punch list items remain after November 25th, 2021 liquidated damages will go into effect in the amount of one thousand (\$1,000.00) dollars per calendar day until completed.

City of Cedar Falls, Iowa
(OWNER)

By _____

Title _____

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with those of other Contractors working within the same area of the following projects and/or events:

- 1) UNI Fall Classes Resume – August 23, 2021
- 2) Cedar Falls Public Schools Resume (Tentative)– August 23, 2021
- 3) UNI Homecoming – October 2, 2021

03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least 48 hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor will be charged for the cost of replacing them.

04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

05 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than thirty five (35%) percent of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

06 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work on the Contract shall commence ten calendar days after the date set forth in the written Notice to Proceed and shall be completed by calendar day, November 25th, 2021 as set forth in the written Notice to Proceed.

If not local traffic within the allotted calendar days, liquidated damages of \$1,000.00 per day will be assessed.

07 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the calendar days, one-eighth of the work shall be completed; at the expiration of one-half of the calendar days, three-eighths of the work shall be completed; at the expiration of three-fourths of the calendar days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the calendar days.

08 Weekly Record of Calendar Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset. Work on Sundays and Holiday's shall only be allowed after prior written approval by the Engineer.

09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

10 Progress Payments and Vouchers

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the First and Third Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 06- Contract time for liquidated damages for Intermediate calendar days.

Before final payment is made, the Contractor shall furnish lien waivers with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor. The City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid in full. Electronic signatures will be accepted on lien waivers.

11 Storm Water Pollution Prevention

1. Site Description

The proposed 2021 STREET PATCHING Project involves construction of portions of forty-three (43) existing residential city streets by removal of the existing pavement, driveways and replacement with a new P.C. Concrete or Hot Mixed Asphalt street patch. The construction of patches should be staged by the contractor to provide access to the properties within the closure for access by the fire department, police department, and ambulance service in the event of an emergency.

The Project consists of construction of residential streets with intent to minimize the time of construction and the exposure of subgrade soils to erosion. Upon removal of pavement in any area, underground construction begins immediately and construction proceeds continuously until that section of road is re-opened to traffic. The existing soils are Kenyon-Clyde-Urban land complex, with 2 to 9 percent slopes. All streets included in the project are designed with positive drainage to the existing storm sewer system that eventually drains into various branches of Dry Run Creek and then to the Cedar River.

The project plan set shows the intended construction staging plan and minimum details of the erosion control measures to be included in this project. No data is recorded regarding quality of runoff from the project streets. The Rational Method runoff coefficient used for the design of the storm sewer and intake system was 0.4 for low density residential.

2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. In addition, sediment filters shall be installed on intake wells in sump locations and at the low point of the construction stage. Also, silt dams shall be installed at the low point of a construction stage where necessary to prevent silt from migrating off site. Sediment filters shall

also be placed on finished intake openings until the areas between the back of curb and the existing undisturbed grass are sodded or have established growth from seeding.

Stabilizing of all disturbed areas shall be by sodding, seeding or hydromulch as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. Hydromulch shall be incidental if seeding is not incorporated due to temperatures. No areas shall be left unprotected for more than 14 days. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the plans. The Contractor may elect to delegate portions of these tasks to subcontractors.

All contractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by work operations or encountered in their work. All waste building materials and supplies must be removed from the site. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

Each and every Contractor shall be responsible to the Owner to:

1. Conduct all activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
2. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

3. Storm Water Management

Storm water shall be routed by means of concrete curb intakes and storm sewer. Concrete and plastic pipes shall be used to channel water from curb intakes to the existing main storm sewer pipes. Temporary sediment basins were not incorporated because of the limited area exposed in each stage of street construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not change as a result of the street construction project, but storm water runoff shall be managed during construction to minimize erosion.

4. Reporting and Updates

The Owner or a representative is to insure compliance with the plans and will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. Revisions and modifications shall be made to the control facilities as needed.

12 Method of Measurement

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2021 STREET PATCHING Project in accordance with the 2021 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications.

13 Basis of Payment

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2021 edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 edition of the SUDAS.

DIVISION 4 – Supplemental Plans and Specifications

All work shall be constructed as specified in the Contract documents for the 2021 STREET PATCHING Project in accordance with the 2021 Edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2021 Edition of the SUDAS, except as amended or supplemented as follows:

Item No. 5 - Saw Cutting for Removals

Saw cutting required for pavement removal will be measured on a lineal foot basis. All saw cutting required for removals shall be full depth. Saw cuts required for new pavement joints shall be incidental to the cost per square yard for new pavement.

Item No. 10 - Subbase, Modified

Material for Modified Subbase shall comply with the Standard Specification, consisting of virgin crushed stone material. Placement and compaction shall comply with the Standard Specification Section with the following exception: Contractor will be allowed to utilize the completed subbase as a haul road for concrete delivery to the paving operation on streets without CD baskets.

Item No. 17 – Utility Patch, P.C.C. Full Depth, "C" Mix

Full depth P.C.C. patches shall be placed at the project limits as directed by the Engineer. Full depth P.C.C. patches are intended to replace deteriorated areas of existing P.C.C. pavements at the project limits. The price bid per square yard shall include the materials, equipment, and labor required for saw cutting, removals, subgrade preparation, and placement of the P.C.C. patch.

Item No. 18 – Utility Patch, HMA (ST), PG58-28S

Material requirements as per the Standard Specifications. HMA patches are intended to replace deteriorated areas of existing HMA pavements at the project limits and shall be placed at project limits as directed by the Engineer. The bid price per ton shall include the materials, equipment, and labor required for saw cutting, removals, subgrade preparation, and placement of the HMA patch. Up to 10% of unclassified Recycled Asphalt Pavement (RAP) may be incorporated into these bid items.

Item No. 19 - Compaction of Subgrade

The portion of the subgrade to be covered by the modified subbase shall be scarified for a depth of 6 inches. The scarified material shall be uniformly dried or wetted and re-compacted to not less than 95 percent of standard proctor density as determined in accordance with AASHTO T-99. The price bid for "Compaction of Subgrade" shall be full payment for scarification, manipulation and compaction of the material and for furnishing all water required for the work in conformance with the plans and specifications.

Item No. 21 - Traffic Control

Traffic Control during construction shall meet the requirements of I.D.O.T. Specification Section 2528.

CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE 2021 STREET PATCHING PROJECT PROJECT NO. RS-000-3275

PREPARED BY THE CITY ENGINEERING SERVICES
DEPARTMENT OF PUBLIC WORKS
CITY OF CEDAR FALLS, IOWA
JULY, 2021

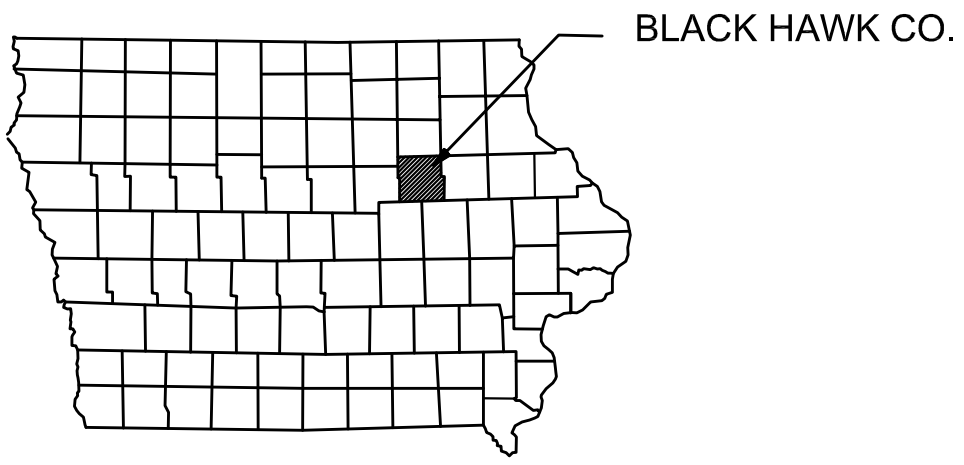
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2021 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

LEGEND	
— G — G — G —	EXISTING GAS
— W — W — W —	EXISTING WATER
— P — P — P —	PROPOSED STORM SEWER
—SS—SS—SP—SS—	PROPOSED SANITARY SEWER
—SS—SS—SS—	EXISTING SANITARY SEWER
— S — S — S —	SUBDRAIN
— FO — FO — FO —	FIBER OPTIC
—OHE—OHE—OHE—	OVERHEAD ELECTRIC
— R — R — R —	RIGHT OF WAY
— E — E — E —	ELECTRIC
— C — C — C —	COMMUNICATION
— PA — PA — PA —	PROPERTY LINE
⊙ ⊙	LIGHT/UTILITY POLE
⊙ ⊙	HYDRANTS
⊗	WATER / GAS VALVE
1	REMOVALS AS PER PLAN

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A.01 - A.02	TITLE SHEET, LOCATION MAP
B.01 - B.03	TYPICAL SECTIONS, DETAILS
C.01 - C.02	ESTIMATED QUANTITIES, ESTIMATE REFERENCE, GENERAL NOTES, TABULATIONS
D.01 - D.11	REPAIR LOCATIONS

2021 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
7010.101	4/21/20	JOINTS
7010.102	4/21/20	PCC CURB DETAILS
7010.103	4/21/20	MANHOLE BOXOUTS IN PCC PAVEMENT
7040.101	10/17/17	FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG
7040.102	10/17/17	FULL DEPTH PCC PATCHES GREATER THAN 15' LONG
9040.102	10/17/17	FILTER SOCK



ENGINEER'S CERTIFICATION

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

SIGNED: _____ DATE: 07/14/2021
 DAVID A. WICKE, P.E. IA. LIC. NO. 25684
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

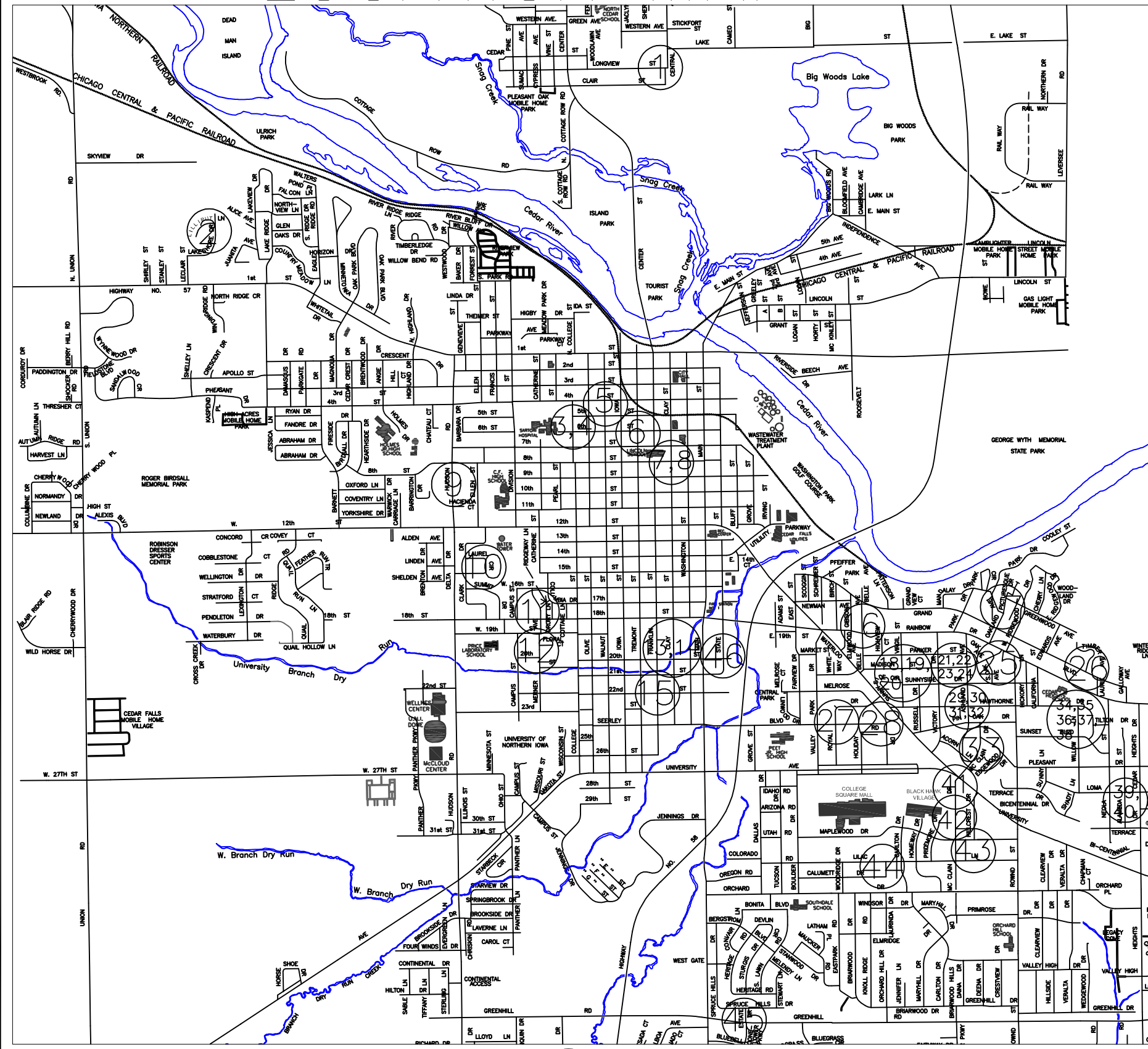
PAGES OR SHEETS COVERED BY THIS SEAL:
 A.01-D.11

- MAYOR**
Robert Green
- COUNCIL PERSONS**
- Mark Miller
 - Susan deBuhr
 - Daryl Kruse
 - Simon Harding
 - Frank Darrah
 - Dave Sires
 - Holly Dunn
- DAVID A. WICKE, P.E.**
CITY ENGINEER
- CHASE SCHRAGE**
DIRECTOR, PUBLIC WORKS
- RONALD S. GAINES, P.E.**
CITY ADMINISTRATOR

SHEET NO.	A.01	2021 CFU STREET PATCHING PROJECT				TITLE SHEET				DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION CITY OF CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 273-8606				CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	A.01
TOTAL SHEETS	18									OUR CITIZENS ARE OUR BUSINESS				DRAWN BY:	BJA	TOTAL SHEETS	18
		NO.	DATE	REVISION	INIT.					CHECKED BY:	DW						

Drawing Name: G:\users\eng\projects\3275-2021 CFU Patching Project\08. Design\Drawings\Survey\Sheet_A.02.dwg
 By: Brett Armstrong
 July 15, 2021 - 11:19 AM

LOCATION MAP



LOCATIONS

KEY OF LOCATIONS		
LOCATION DESCRIPTION	LOCATION NO.	SHEET NO.
301 LONGVIEW STREET	1	D.01
1104 LAKESHORE DRIVE	2	D.01
510 COLLEGE STREET	3	D.01
510 COLLEGE STREET	4	D.01
504 WALNUT STREET	5	D.02
521 TREMONT STREET	6	D.02
803 CLAY STREET	7	D.02
803 CLAY STREET	8	D.02
1004 HUDSON ROAD	9	D.02
1422 LAUREL CIRCLE	10	D.03
1205 W 18TH STREET	11	D.03
1210 W 19TH STREET	12	D.03
1931 CLAY STREET	13	D.03
2009 CLAY STREET	14	D.04
503 W 22ND STREET	15	D.04
1819 BELLE AVE	16	D.04
2025 OAKLAND AVE	17	D.04
1304 MADISON STREET	18	D.05
1304 MADISON STREET	19	D.05
1237 MADISON STREET	20	D.05
1604 MADISON STREET	21	D.05
2103 ASHLAND AVE	22	D.05
2103 ASHLAND AVE	23	D.05
2016 ASHLAND AVE	24	D.05
1825 MADISON STREET	25	D.06
2015 TIMBER DRIVE	26	D.06
828 E SEERLEY BLVD	27	D.06
1117 E SEERLEY BLVD	28	D.06
1804 HAWTHORNE	29	D.07
2405 ASHLAND AVE	30	D.07
1908 HAWTHORNE DRIVE	31	D.07
2421 ASHLAND AVE	32	D.07
2611 McCLAIN DRIVE	33	D.08
2407 WILLOW LANE	34	D.08
2408 WILLOW LANE	35	D.08
2406 SUNSET BLVD	36	D.08
2406 SUNSET BLVD	37	D.08
2422 SUNSET BLVD	38	D.09
2915 ALAMEDA STREET	39	D.09
3021 CEDAR HEIGHTS	40	D.09
2920 McCLAIN DRIVE	41	D.09
3025 McCLAIN DRIVE	42	D.10
1728 MAPLEWOOD DRIVE	43	D.10
1212 LILAC LANE	44	D.10
SW CORNER GREENHILL ROAD AND CONEFLOWER	45	D.10
1906 STATE STATE	46	D.11

SHEET NO.	A.02		
TOTAL SHEETS	18		
NO.	DATE	REVISION	INIT.

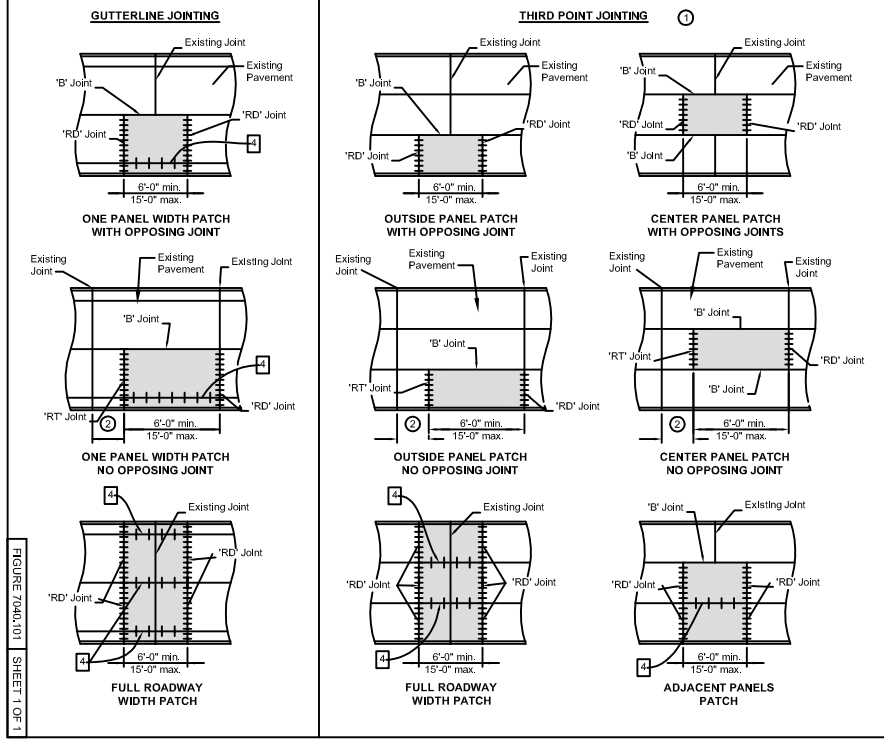
2021 CFU STREET PATCHING PROJECT

LOCATION MAP



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	A.02
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

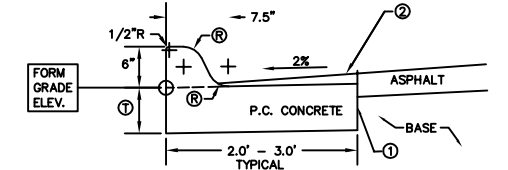


① Patches on roadways with quarter point jointing will be similar to third point jointing details.
 ② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
 ③ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
 ④ BT, KT, or L joint depending on pavement thickness and pouring sequence.

LONGITUDINAL SECTION THRU PCC PATCH

7040.101
SHEET 1 OF 1

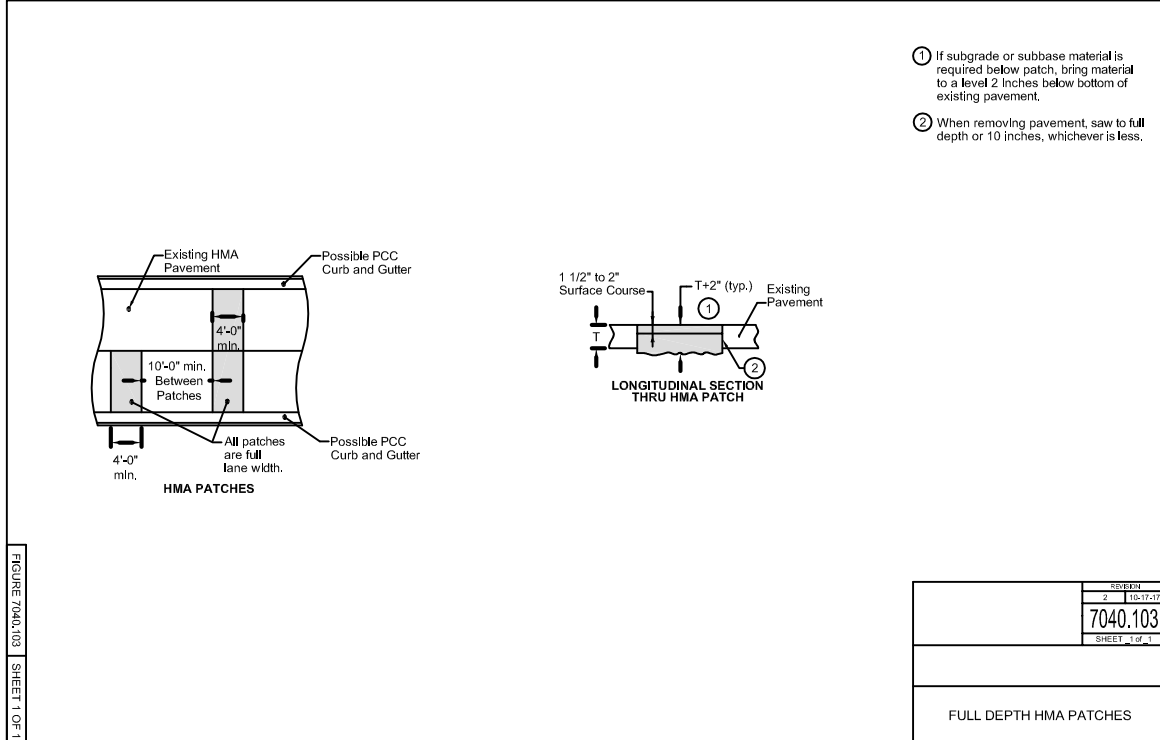
FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG



③ 3" RADIUS
 ① THICKNESS SPECIFIED FOR PAVEMENT
 ① PLACE "C" JOINT AT 15' CENTERS. SEE IDOT STANDARD ROAD PLAN PV-101.
 ② PLACE 1 - 1.5" HMA LIFTS AND COMPACT HMA (ST) SURF., 1/2", NO FRIC.

CURB AND GUTTER UNIT (STANDARD CURB & GUTTER - ADJACENT TO A.C.C.)
 NOT TO SCALE

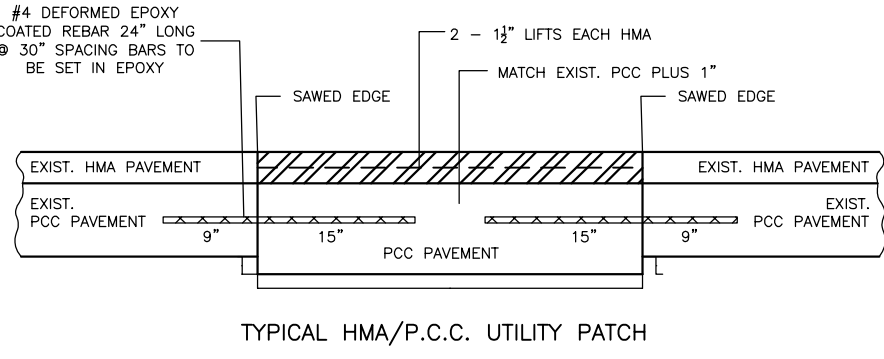
DURING CONSTRUCTION OF NEW CURB AND GUTTER, THE AREA BETWEEN THE NEW GUTTER AND THE EXISTING ROADWAY SHALL BE FILLED WITH CONCRETE TO A LEVEL APPROXIMATELY 1.5" BELOW THE TOP OF CONCRETE OF THE NEW GUTTER SECTION. AS SHOWN ABOVE. SPACE TO BE FILLED WITH HMA IN ONE 1.5" LIFTS, ALL LABOR AND MATERIALS INCIDENTAL TO UTILITY PATCH QUANTITY.



① If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.
 ② When removing pavement, saw to full depth or 10 inches, whichever is less.

7040.103
SHEET 1 OF 1

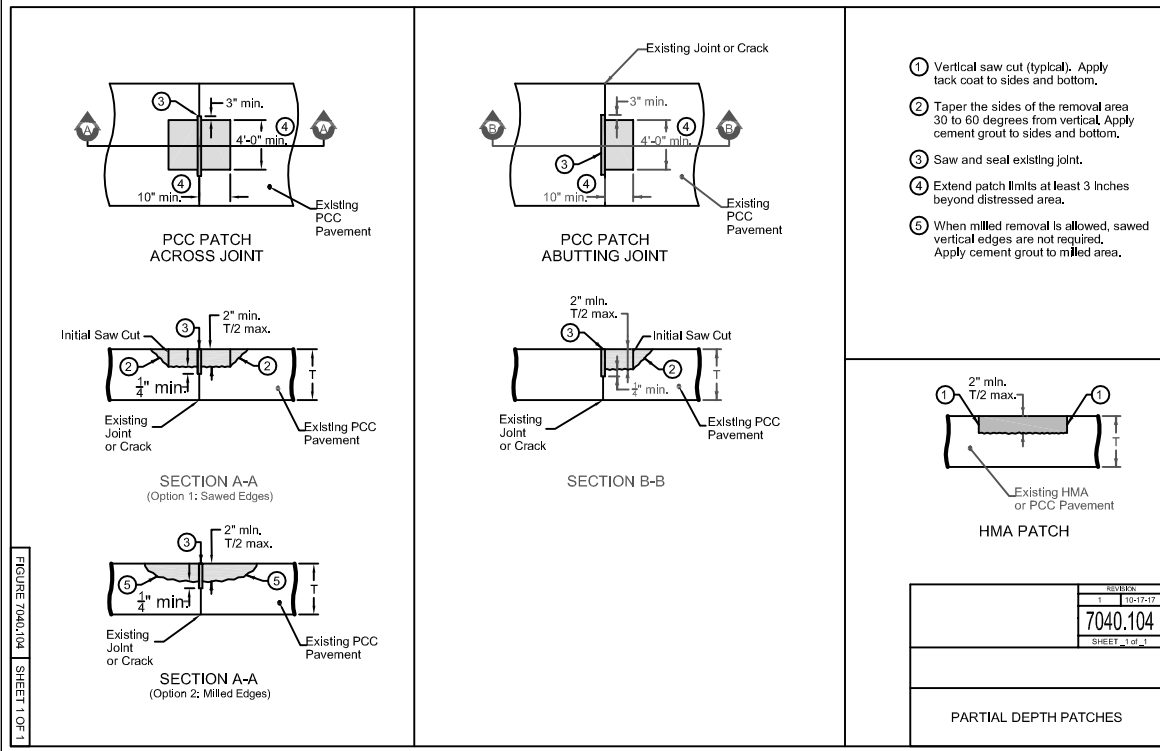
FULL DEPTH HMA PATCHES



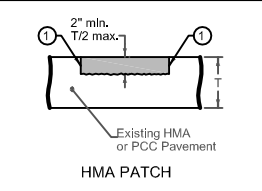
TYPICAL HMA/P.C.C. UTILITY PATCH

THE BID PRICE FOR "HMA/P.C.C. UTILITY PATCH" SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR:

1. SAWING.
2. CLASS 10 EXCAVATION.
3. REMOVAL AND DISPOSAL OF EXISTING MATERIAL.
4. COMPACTION OF SUBGRADE.
5. DRILLING HOLES & PLACEMENT OF EPOXY COATED REBAR.
6. PCC PAVEMENT. (PCC CLASS C, CLASS 3 DURABILITY).
7. HMA PAVEMENT, PLACED IN TWO 1 1/2" LIFTS AND COMPACTED. HMA STANDARD TRAFFIC, SURFACE, 1/2", NO FRIC.
8. ALL BARRICADES AND SAFETY FENCE.

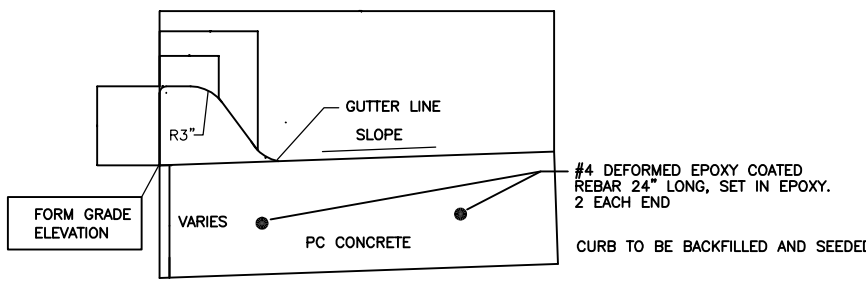


- ① Vertical saw cut (typical). Apply tack coat to sides and bottom.
- ② Taper the sides of the removal area 30 to 60 degrees from vertical. Apply cement grout to sides and bottom.
- ③ Saw and seal existing joint.
- ④ Extend patch limits at least 3 inches beyond distressed area.
- ⑤ When milled removal is allowed, sawed vertical edges are not required. Apply cement grout to milled area.



7040.104
SHEET 1 OF 1

PARTIAL DEPTH PATCHES



CURB AND GUTTER, P.C.C., CLASS "C"

SAW CONTROL JOINTS AS DIRECTED BY THE ENGINEER.

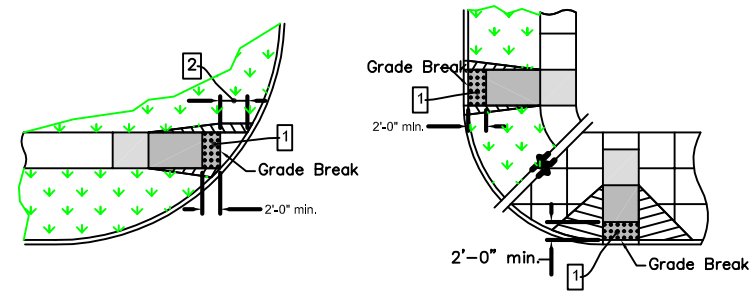
THE BID PRICE FOR "PLACE CURB AND GUTTER, 2.0 FT., P.C.C., CLASS "C" SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR:

1. SAWING - SAW NEW EDGE ON EXISTING CURB SECTION IF NECESSARY.
2. CLASS 10 EXCAVATION.
3. REMOVAL AND DISPOSAL OF EXISTING MATERIAL.
4. COMPACTION OF SUBGRADE.
5. DRILLING HOLES AND PLACEMENT OF EPOXY COATED REBAR.
6. PCC PAVEMENT. (PCC CLASS C, CLASS 3 DURABILITY).
7. ALL BARRICADES AND SAFETY FENCE.

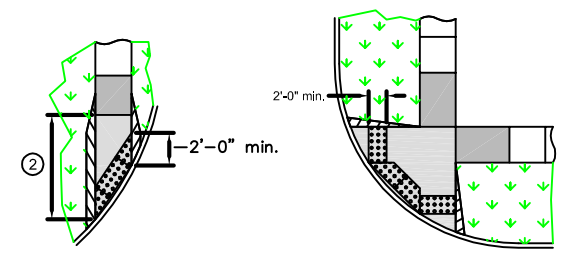
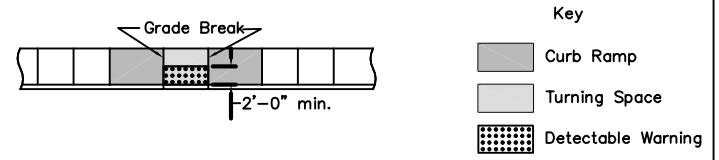
SHEET NO.	B.01				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.



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PERPENDICULAR RAMPS



PARALLEL RAMPS

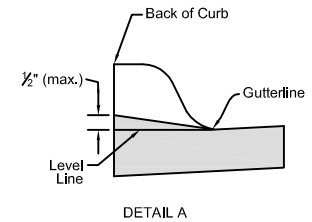
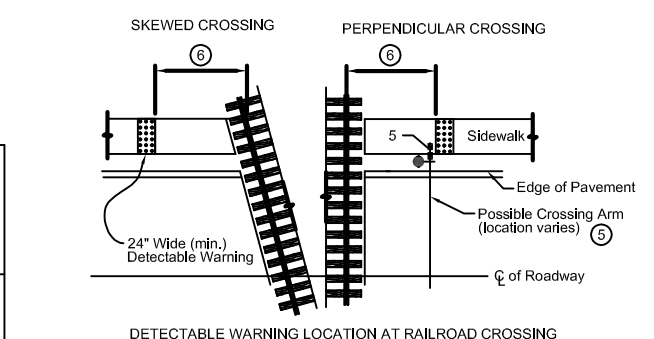
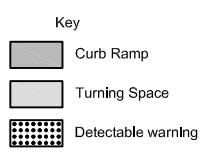
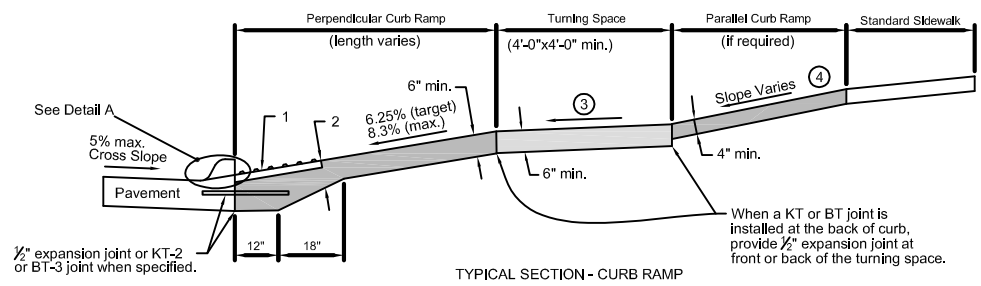
Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.

- ① When detectable warning is located on curb ramp surface, orient domes in the direction of pedestrian travel.
- ② When the distance between the grade break and the back of curb is less than 5 feet, place detectable warning surface at the bottom of the curb ramp.

Where one corner of the curb ramp is more than 5 feet from the back of curb, construct curb ramp as a parallel curb ramp. Move grade break back as required to place detectable warning on turning space at the back of curb.

REVISION	
New	10-16-12
7030.210	
SHEET 1 of 1	
DETECTABLE WARNING PLACEMENT	

FIGURE 7030.210 SHEET 1 OF 1



- ① Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- ② Provide a minimum of 6 inches of concrete below the detectable warning panel.
- ③ Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- ④ If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.

The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- ⑤ If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.
- ⑥ Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.

REVISION	
1	10-20-16
7030.205	
SHEET 1 of 1	
GENERAL SIDEWALK AND CURB RAMP DETAILS	

FIGURE 7030.205 SHEET 1 OF 1

SHEET NO.	B.02				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

TYPICAL DETAILS

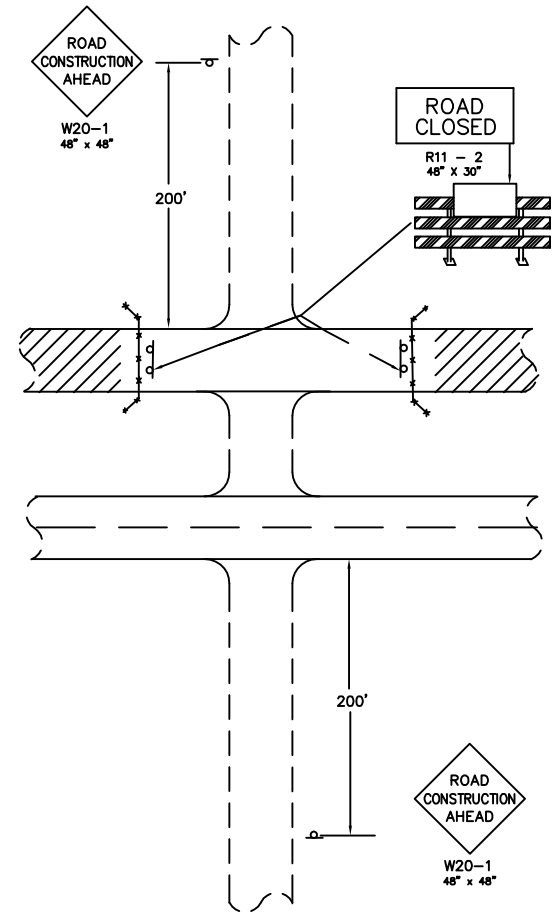
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	B.02
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

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By: Brett Armstrong
July 15, 2021 - 11:30 AM

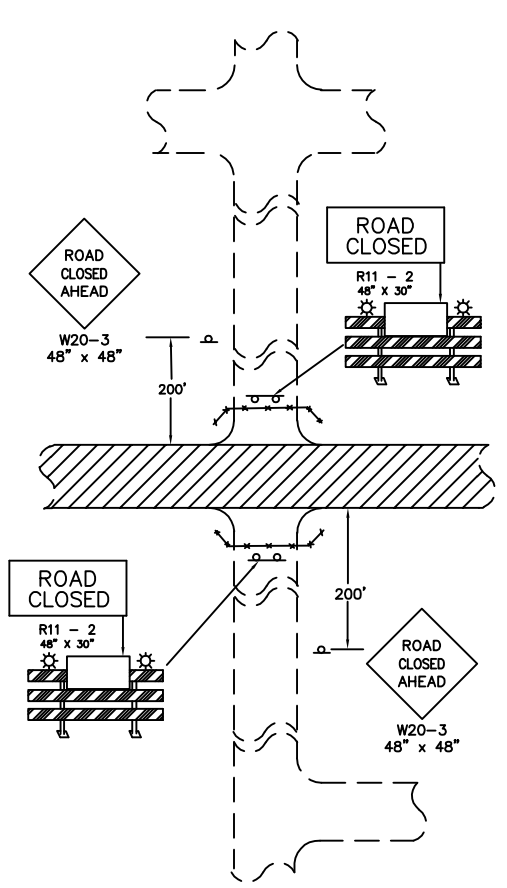
SITUATION 2

PUBLIC CROSS - TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



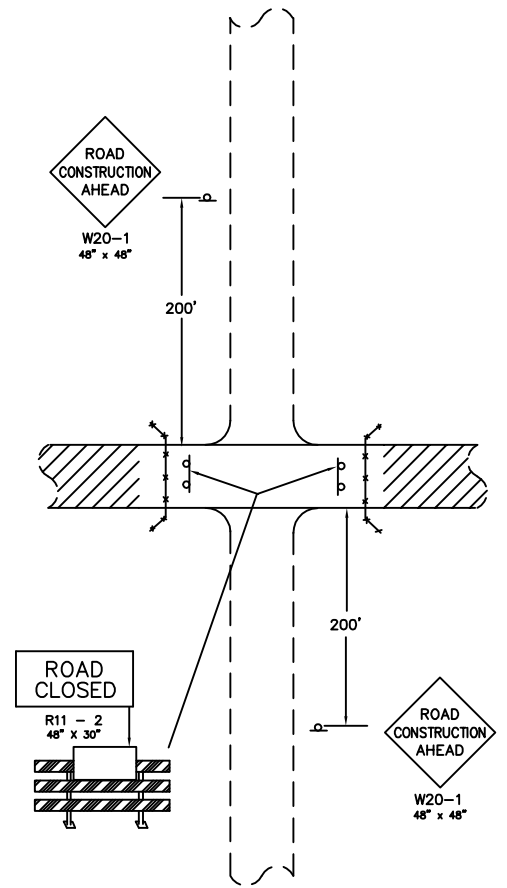
SITUATION 3

NO ACCESS TO PROJECT.
(APPLICABLE TO T-INTERSECTIONS)



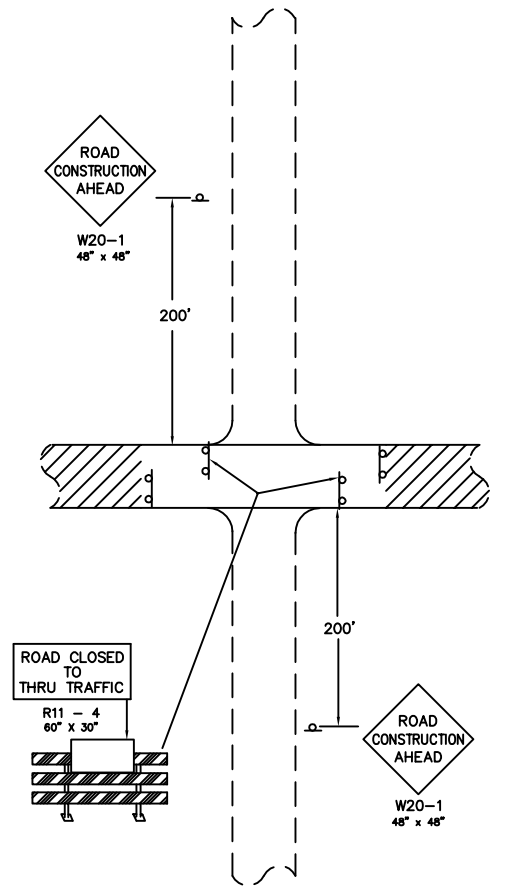
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NO ACCESS TO PROJECT.



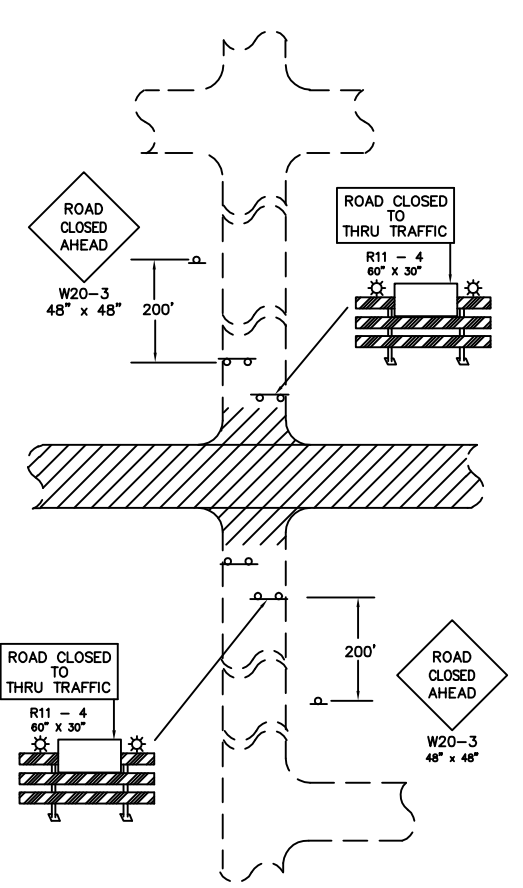
SITUATION 5

PUBLIC CROSS - TRAFFIC MAINTAINED.
CONTRACTOR AND RESIDENT ACCESS.



SITUATION 6

NO PUBLIC ACCESS. CONTRACTOR AND RESIDENT
ACCESS ONLY. (APPLICABLE TO T-INTERSECTIONS)



GENERAL NOTES

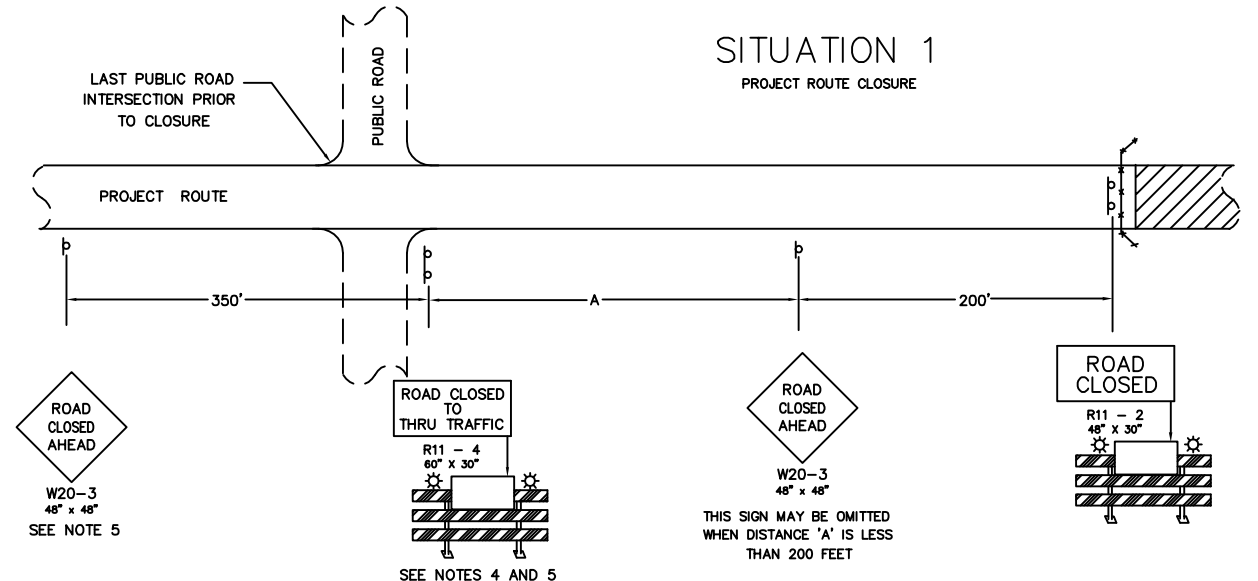
- SITUATION 1 ILLUSTRATES TRAFFIC CONTROL NECESSARY TO CLOSE THE PROJECT ROUTE. SITUATIONS 2 THROUGH 6 ARE FOR SIGNING OF SIDE-ROADS BASED ON EXISTING AGREEMENTS AND FIELD CONDITIONS AND WILL BE SELECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.
- TYPE 'A' FLASHING WARNING LIGHTS SHALL BE VISIBLE TO BOTH DIRECTIONS OF TRAFFIC. THE BACKSIDE OF THE TYPE III BARRICADES SHALL BE FULLY REFLECTORIZED UNLESS THERE IS NO ACCESS PERMITTED BEYOND THE BARRICADE. STRIPES SHALL BE PROPERLY SLOPED DOWN TOWARD THE TRAFFIC SIDE.
- SIDE ROADS ON 2 TO 4 LANE GRADING PROJECTS SHALL BE SIGNED IN ACCORDANCE WITH SITUATION 2 DURING SUSPENSION OF WORK (E.G. OVER WINTER).
- IN SITUATION 1, WHEN DISTANCE 'A' IS LESS THAN 200 FEET, THE BARRICADE SHOULD BE PLACED IN THE MIDDLE OF THE TRAFFIC LANE APPROACHING THE WORK AREA. IN THIS CASE, NOTE 2 SHALL APPLY. THE BARRICADE MAY BE OMITTED IF THE DISTANCE TO THE WORK AREA IS LESS THAN 100 FEET.
- IN SITUATION 1, IF THE INTERSECTION IS THE POINT OF DETOUR THIS SIGN AND BARRICADE WILL BECOME THE RESPONSIBILITY OF THE CONTRACTING AUTHORITY AND MAY BE MODIFIED BY THE CONTRACTING AUTHORITY TO FIT DETOUR SIGNING.
- SITUATION 5 SHOULD BE USED WHEN CROSS TRAFFIC IS MAINTAINED DURING SUSPENSION OF WORK (E.G. OVER WINTER).
- ALL TRAFFIC CONTROL SETUP AND STAGING SHALL BE IN COMPLIANCE WITH MUTCD 2008 EDITION WITH APPLICABLE REVISIONS.

LEGEND

- ▬ TRAFFIC SIGN
- ▬ TYPE III BARRICADE (TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHTS REQUIRED FOR NIGHTTIME USE)
- — — — — ORANGE PLASTIC SAFETY FENCE
- ☼ TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHT
- ▨ WORK AREA

SITUATION 1

PROJECT ROUTE CLOSURE



SHEET NO.	B.03				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

GENERAL NOTES



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	RS-000-3275
DRAWN BY:	BJA
CHECKED BY:	DW

SHEET NO.	B.03
TOTAL SHEETS	18

Drawing Name: G:\users\eng\projects\2021 CFU Patching Project\08. Design\Drawings\Survey\B Sheets.dwg By: Brett Armstrong July 15, 2021 - 11:31 AM

ESTIMATED QUANTITIES																									
		LOCATIONS																							
ITEM #	DESCRIPTION	UNITS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
1	REMOVAL OF PAVEMENT	S.Y.	12.10	2.01	9.54	5.34	0.98	9.82	15.77	3.53	22.22	1.93	11.60	11.00	59.65	51.26	7.00	14.60	23.90	11.20	11.00	9.10	20.90	14.76	14.76
2	REMOVAL OF CURB & GUTTER	L.F.	0.00	0.00	0.00	6.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.90	30.00	11.40	0.00	1.46	0.00	0.00	0.00	0.00	0.00	0.00
3	REMOVAL OF DRIVEWAY	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	0.00	0.00	0.00	0.00	0.00	0.00
4	REMOVAL OF SIDEWALK	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	SAW CUTTING FOR REMOVALS	L.F.	48.04	17.32	44.42	27.12	12.00	41.53	57.40	23.80	60.00	16.80	43.10	43.40	95.30	90.70	33.80	34.40	61.80	32.50	42.23	37.70	60.80	39.60	39.60
6	EXCAVATION, CLASS 10	C.Y.	4.03	0.67	3.17	1.78	0.33	3.27	5.25	0.64	7.39	1.17	3.86	3.66	19.86	17.10	2.33	5.40	7.96	3.50	3.66	3.03	6.95	4.91	4.91
7	CURB, P.C.C. 7 IN. 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	11.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	CURB, P.C.C. 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	0.00	0.00	0.00	6.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.90	0.00	0.00	11.60	1.46	0.00	0.00	0.00	0.00	0.00	0.00
9	CURB, P.C.C. 7 IN. 3.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	MODIFIED SUBBASE	C.Y.	4.03	0.67	3.17	1.78	0.33	3.27	5.25	1.17	7.39	0.64	3.86	3.66	19.86	17.10	2.33	5.40	7.96	3.50	3.66	3.03	6.95	4.91	4.91
11	TOPSOIL, FURNISH & SPREAD	C.Y.	0.00	0.00	0.00	0.17	0.00	0.00	0.00	0.00	0.00	0.11	0.00	0.00	0.27	0.38	0.14	0.28	0.05	0.00	0.00	0.00	0.00	0.00	0.00
12	HYDRAULIC SEEDING	S.Y.	0.00	0.00	0.00	1.57	0.00	0.00	0.00	0.00	0.00	0.97	0.00	0.00	2.50	3.30	1.26	2.60	0.44	0.00	0.00	0.00	0.00	0.00	0.00
13	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	0.00	0.00	0.00	0.00	0.00	0.00
14	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	UTILITY PATCH, P.C.C., TYPE "C" CLASS III	S.Y.	12.10	2.01	9.54	5.34	0.98	9.82	15.77	3.53	22.22	1.93	11.60	11.00	59.65	51.26	7.00	14.60	23.90	11.20	11.00	9.10	20.90	14.76	14.76
18	UTILITY PATCH, HMA (ST), PG58-28	TONS	2.72	0.34	2.15	0.90	0.22	1.70	3.90	0.79	3.75	0.00	2.60	2.50	10.10	8.70	1.60	2.00	4.00	2.20	1.90	1.50	4.70	2.49	2.49
19	COMPACTION OF SUBGRADE	S.Y.	12.10	2.01	9.54	5.34	0.98	9.82	15.77	3.53	22.22	1.93	11.60	11.00	59.65	51.26	7.00	14.60	23.90	11.20	11.00	9.10	20.90	14.76	14.76
20	TRAFFIC CONTROL	L.S.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

ESTIMATED QUANTITIES																										
		LOCATIONS																								
ITEM #	DESCRIPTION	UNITS	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	
8.23	13.48	9.54	28.02	4.71	14.34	12.73	24.11	24.37	9.98	2.31	33.16	10.84	31.38	10.06	12.28	10.96	18.07	8.20	8.87	13.23	20.87	4.27	677.05	1		
0.00	0.00	0.00	11.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.90	92.84	2
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	3	
0.00	0.00	0.00	0.00	4.71	0.00	0.00	0.00	0.00	0.00	2.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.23	20.87	0.00	43.06	4	
36.70	48.60	38.30	62.80	28.20	48.20	48.40	68.90	55.20	39.60	20.18	86.82	49.61	191.20	38.70	44.80	40.50	51.40	35.30	37.20	56.10	54.70	25.50	210.07	5		
2.74	4.48	0.00	8.33	1.56	4.77	4.23	8.02	8.11	3.32	0.78	11.04	3.60	10.44	3.34	4.08	0.00	6.01	2.73	0.00	4.40	6.94	0.00	214.73	6		
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.90	63.10	7	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	39.84	8	
0.00	0.00	0.00	11.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.30	9	
2.74	4.48	0.00	8.33	1.56	4.77	4.23	8.02	8.11	3.32	0.78	11.04	3.60	10.44	3.34	4.08	0.00	6.01	2.73	0.00	4.40	6.94	0.00	214.73	10		
0.00	0.00	0.00	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.16	0.00	0.00	0.16	0.00	0.00	0.14	0.00	0.00	0.14	0.00	0.68	0.46	0.00	3.10	11	
0.00	0.00	0.00	2.35	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.30	0.00	6.20	4.15	0.00	28.14	12		
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.13	13		
0.00	0.00	0.00	0.00	4.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.23	20.87	0.00	41.12	14	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.93	15		
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	48.00	16	
8.23	13.48	0.00	28.02	4.71	14.34	12.73	24.11	24.37	9.98	2.31	33.16	10.84	31.38	10.06	12.28	10.96	18.07	8.20	8.87	13.23	20.87	4.27	677.05	17		
1.39	2.28	1.61	4.73	0.00	2.42	2.15	4.97	1.69	7.46	1.83	5.30	2.07	4.97	3.98	1.85	1.50	0.00	0.00	0.00	0.72	117.74	0.00	0.00	117.74	18	
8.23	13.48	9.54	28.02	4.71	14.34	12.73	24.11	24.37	9.98	2.31	33.16	10.84	31.38	10.06	12.28	10.96	18.07	8.20	8.87	13.23	20.87	4.27	677.05	19		
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1.00	21

- ITEM # DESCRIPTION**
- 1,2,3,4 IT IS INTENDED THAT THE SIDEWALKS, DRIVEWAYS AND CURB AND GUTTER REMOVED WILL BE TAKEN TO THE NEAREST JOINT OR AS DIRECTED BY THE ENGINEER. ANY AREAS DISTURBED OUTSIDE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. SEE GENERAL NOTES FOR MORE REMOVAL GUIDELINES.
5. SAW CUTS FOR PAVEMENT REMOVAL SHALL BE FULL DEPTH OF THE EXISTING PAVEMENT. WHEN REMOVING THE FIRST SIDE AT A FULL WIDTH OF STREET REMOVAL LOCATION, CENTERLINE SAW CUTS FOR REMOVALS MAY BE CUT 6" PAST THE CENTERLINE TO ALLOW SPACE FOR SETTING FORMS. IN ORDER TO AVOID UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR IS TO EXERCISE EXTREME CAUTION WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING AND PAVEMENT REMOVAL. ALL BREAKS OR SPALLING SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER AND AT THE CONTRACTOR'S EXPENSE. SPECIAL CARE SHALL BE USED TO CAPTURE ANY AND ALL SAW CUTTING RESIDUE TO PREVENT RESIDUE FROM ENTERING EXISTING STORM SEWER SYSTEMS. REMOVAL AND DISCARDING OF SAW CUTTING RESIDUE SHALL BE TO THE SATISFACTION OF THE ENGINEER AND SHALL BE INCIDENTAL TO THE COST PER SQUARE YARD FOR NEW PAVEMENT. ALL JOINTS, INCLUDING BUTT JOINTS, SHALL BE SAWED AND SEALED AND SHALL BE BLOWN FREE OF DUST OR DEBRIS BEFORE SEALING JOINTS. SEALANT SHALL BE HOT POUR CRACK AND JOINT FILLER PER SUDAS SECTION 7040.2.01 C1.
6. THE ESTIMATED QUANTITY INCLUDES REMOVAL AND DISPOSAL OF THE EXISTING MATERIAL AND ANY NECESSARY GRADING.
- 7-9 . COURSE AGGREGATE FOR P.C.C. SHALL BE CLASS III DURABILITY. ALL JOINTS SHALL BE MATCHED WITH WHAT IS EXISTING AT EACH LOCATION AND SHALL BE INCIDENTAL TO THIS ITEM.
10. SEE TYPICAL CROSS SECTIONS ON THE DETAIL SHEETS WITHIN THIS PLAN SET. SUBBASE SHALL BE 12" THICK AND COMPACTED WELL.

11. THE CONTRACTOR SHALL PLACE A MINIMUM OF 6' OF TOPSOIL OVER ALL GRASS AREAS DISTURBED BY CONSTRUCTION OF THIS PROJECT, UNLESS NOTED OTHERWISE ON THE PLANS. TOPSOIL SHALL BE PLACED AND RAKED TO A CONDITION SUITABLE FOR SEEDING BEFORE PLACEMENT OF SEED AND FERTILIZER. SEED SHALL ALSO BE RAKED IN AFTER PLACEMENT.
12. SEE STANDARD SPECIFICATION SECTION 8010.305. CLEAN UP SHALL BE DONE ACCORDING TO STANDARD SPECIFICATION 9010.309. ALL DISTURBED GRASS AREAS TO BE SEEDED. ALSO watering is incidental to this item.
- 13-15,17. SEE DESCRIPTION FOR ITEM # 8-10 LISTED ABOVE. VALVE ADJUSTMENTS ARE INCIDENTAL TO THESE ITEMS. VALVES TO BE ADJUSTED TO 1/4 IN. BELOW FINISHED ELEVATION. INCLUDES LABOR NECESSARY TO COMPLETE ADJUSTMENT. CARE SHALL BE TAKEN OS AS NOT TO DAMAGE EXISTING FIXTURES. VALVE BOXES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE LIKE MATERIALS AT THE CONTRACTORS EXPENSE.
16. SEE STANDARD SPECIFICATION 7030. ANY EXTRA EXCAVATION REQUIRED IS INCIDENTAL TO THIS ITEM.
18. THIS ITEM IS TO BE USED TO REPAIR UTILITY PATCHES AT VARIOUS LOCATIONS THROUGHOUT THE CITY AS DIRECTED BY THE ENGINEER AND STATED IN THE PLANS. SEE TABULATIONS SHEET FOR DETAILS. SOME PATCHES WITHIN THIS PLAN SET CONTAIN BOTH A P.C.C. AND A.C.C. PORTION AS CAN BE SEEN IN QUANTITIES. ALSO, SOME PATCHES WILL NEED TO BE FIELD VERIFIED TO CONFIRM THE PATCH MATERIAL MATCHES THE EXISTING CONDITION OR IS APPROVED BY THE ENGINEER. ALL PATCHES SHOULD BE MATCHING THE EXISTING PAVEMENT UNLESS DIRECTED OTHERWISE BY ENGINEER. VALVE ADJUSTMENTS ARE INCIDENTAL TO THESE ITEMS. VALVES TO BE ADJUSTED TO 1/4 IN. BELOW FINISHED ELEVATION. INCLUDES LABOR NECESSARY TO COMPLETE ADJUSTMENT. CARE SHALL BE TAKEN OS AS NOT TO DAMAGE EXISTING FIXTURES. VALVE BOXES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE LIKE MATERIALS AT THE CONTRACTORS EXPENSE.
19. THE PORTION OF THE SUBGRADE TO BE COVERED BY THE MODIFIED SUBBASE SHALL BE SCARIFIED FOR A DEPTH OF 6 INCHES. THE SCARIFIED MATERIAL SHALL BE UNIFORMLY DRIED OR WETTED AND RE-COMPACTED TO NOT LESS THAN 95 PERCENT OF STANDARD PROCTOR DENSITY AS DETERMINED IN ACCORDANCE WITH AASHTO T-99.
20. SEE SHEET C.02 FOR DETAILS.

SHEET NO.	C.01			
TOTAL SHEETS	18	NO.	DATE	REVISION
				INIT.

2021 CFU PATCHING PROJECT

ESTIMATED QUANTITIES



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606

CITY PROJECT NUMBER	RS-000-3275
DRAWN BY:	BJA
CHECKED BY:	DW

SHEET NO.	C.01
TOTAL SHEETS	18

Drawing Name: G:\Users\eng\projects\3275-2021 CFU Patching Project\08. Design\Drawings\Survey

1. PROJECT SCHEDULE - THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJEC
2. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT - THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
3. ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE.
4. THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
6. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.

THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:
1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
2. DISPOSE OF IN A LICENSED LANDFILL.
7. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
8. THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT. ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS AS WELL AS WATERING SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
9. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
10. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
11. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.
12. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
13. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
14. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
15. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
16. ESTIMATED QUANTITY FOR NEW CONCRETE PAVEMENT INCLUDES ALL INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENTS.
17. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
18. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATIONS, SECTION 7010-2.02-M.
19. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE-HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
20. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
21. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM, INCLUDING LABOR AND MATERIALS
22. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.
23. UTILITIES - THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
24. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.
25. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989).
UTILITY CONTACT PERSON

CEDAR FALLS UTILITIES: JERALD LUKENMEYER 1-319-266-1761
 CENTURYLINK: BRENT GIESE 1-563-355-2592
 MEDIACOM: KEVIN PARKER 1-319-240-4987
 WATER RECLAMATION: MIKE NYMAN 1-319-273-8633


26. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
27. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.
28. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND DELIVERED TO CEDAR FALLS TRANSFER STATION AT 16TH STREET AND STATE STREET. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
29. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY. MATERIAL STOCKPILES SHALL NOT BLOCK DRAINAGE FLOW
30. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT.

AUGUST 23, 2021 - C.F. PUBLIC SCHOOLS RESUME (TENTATIVE)
AUGUST 23, 2021 - UNI CLASSES RESUME
OCTOBER 2, 2021 - UNI HOMECOMING
31. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
32. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.
33. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS.
34. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.
35. PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED:
BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD. WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL/S.Y. APPROVED TACKS: CSS-1 OR CSS-1H.
36. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRIATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS.

SHEET NO.	C.02				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

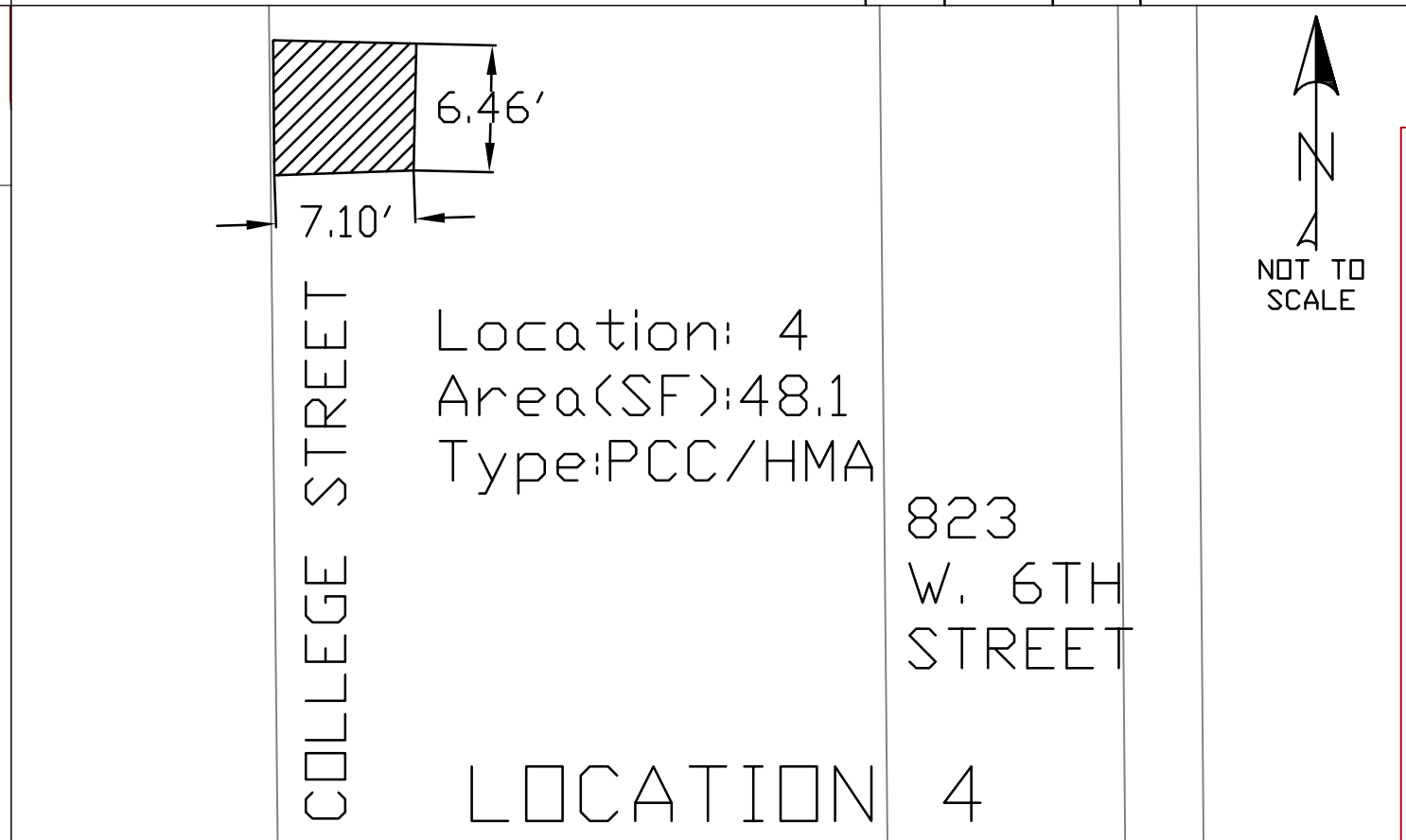
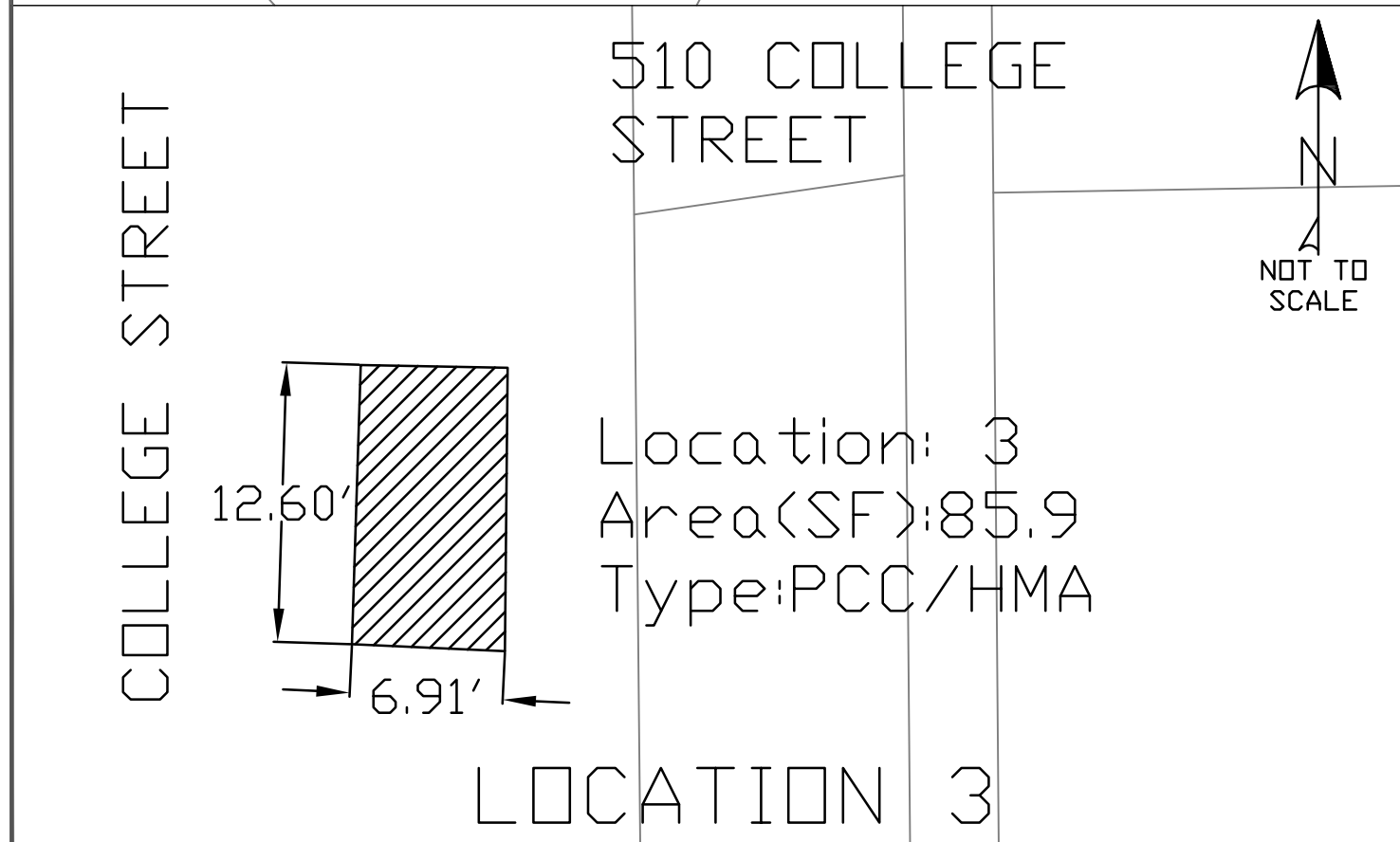
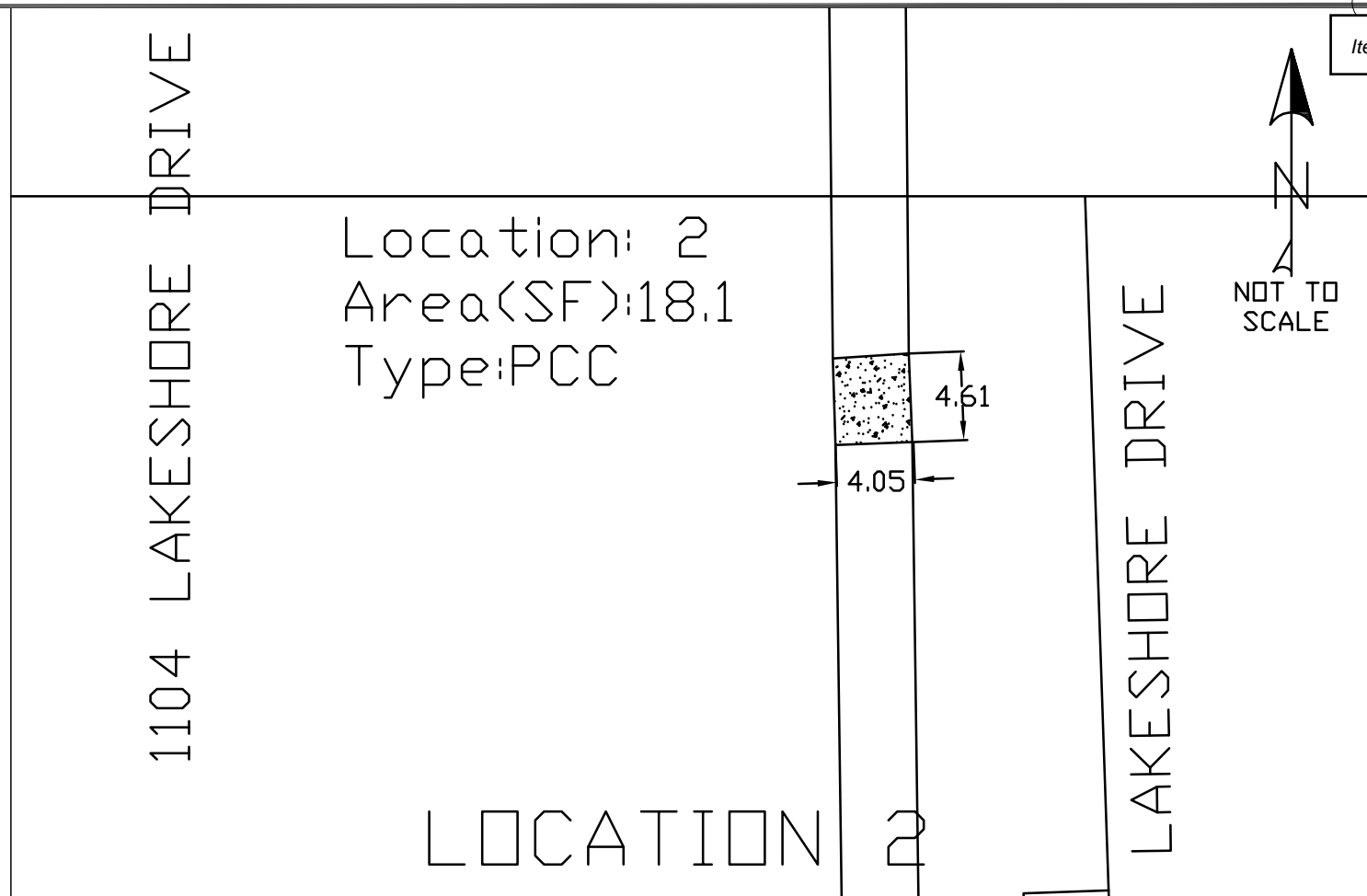
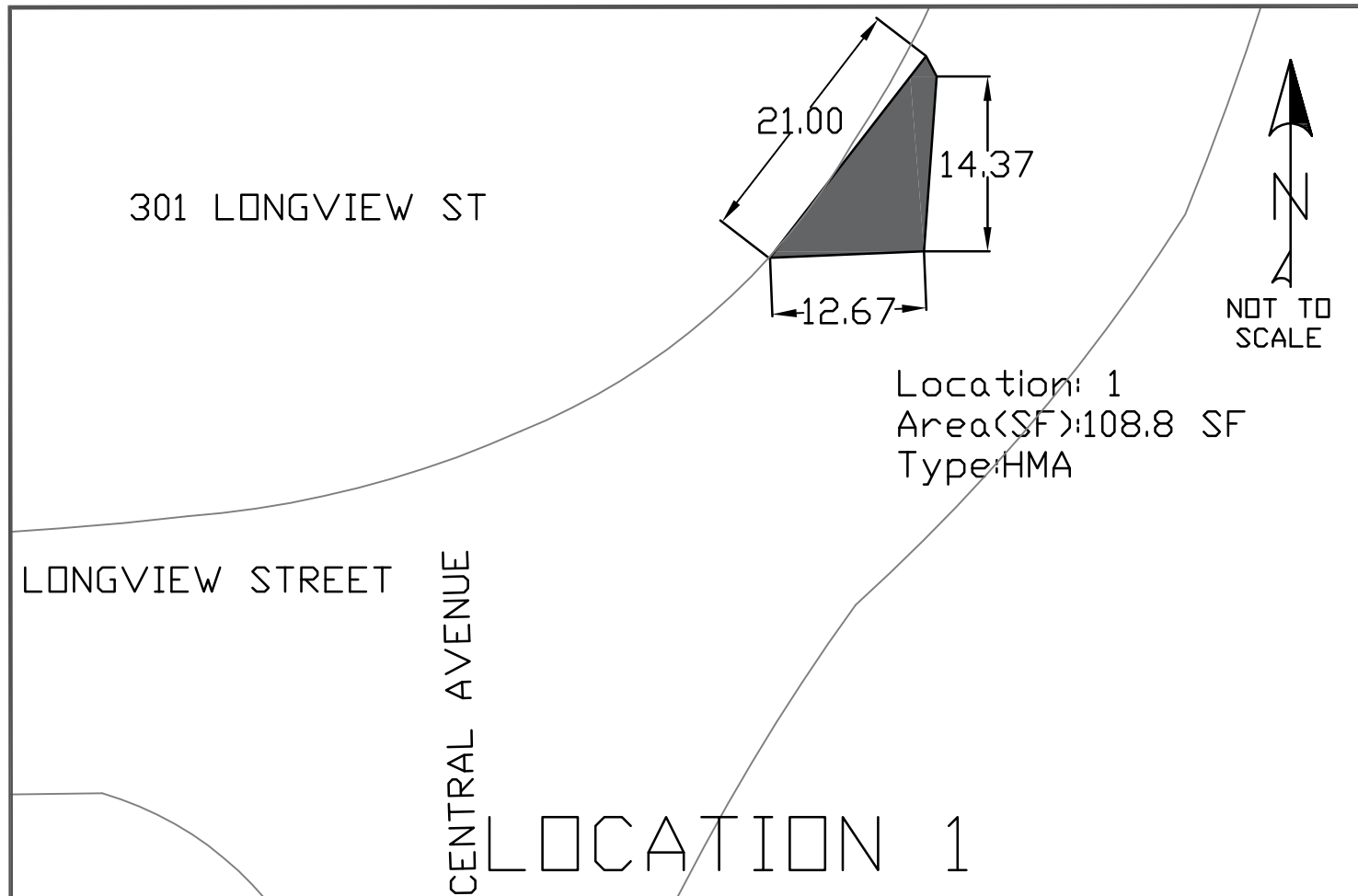
GENERAL NOTES



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	C.02
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

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By: Brett Armstrong
July 15, 2021 - 11:33 AM



SHEET NO.	D.01				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

REPAIR LOCATIONS



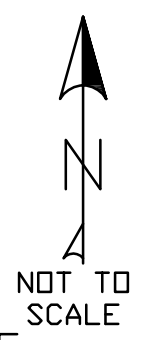
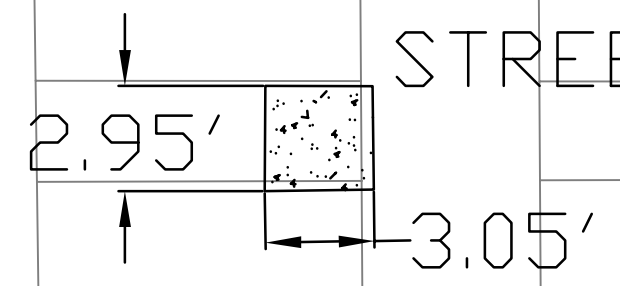
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER	RS-000-3275
DRAWN BY:	BJA
CHECKED BY:	DW

SHEET NO.	D.01
TOTAL SHEETS	18

WALNUT STREET

Location: 5
Area(SF): 8.9
Type: PCC

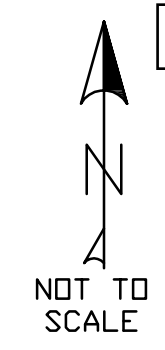
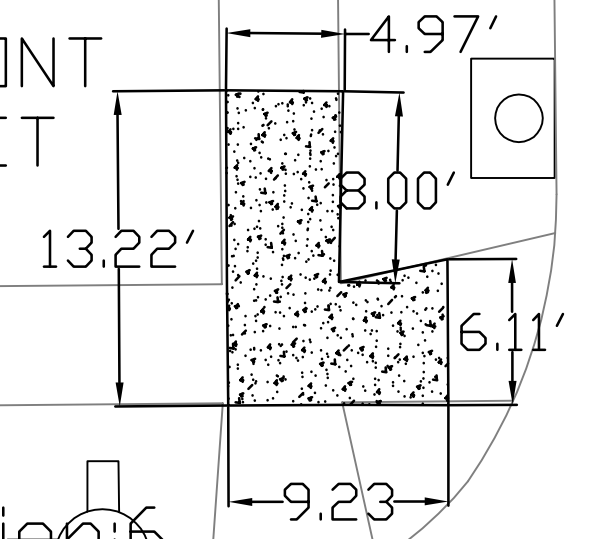


504
WALNUT
STREET

LOCATION 5

521
TREMONT
STREET

Location: 6
Area(SF): 88.4
Type: PCC



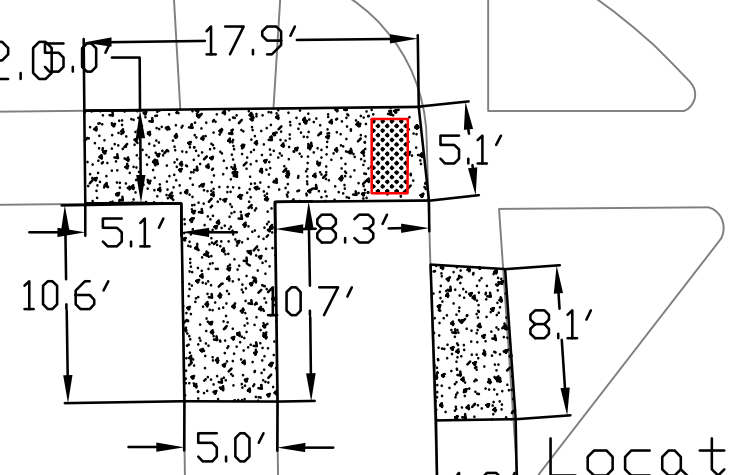
TREMONT STREET

W. 6TH STREET

LOCATION 6

W. 8TH STREET

Location: 7
Area(SF): 142.5
Type: PCC



CLAY STREET

803 CLAY
STREET

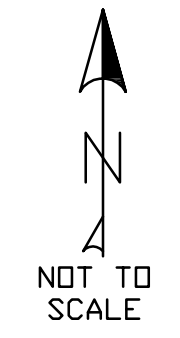
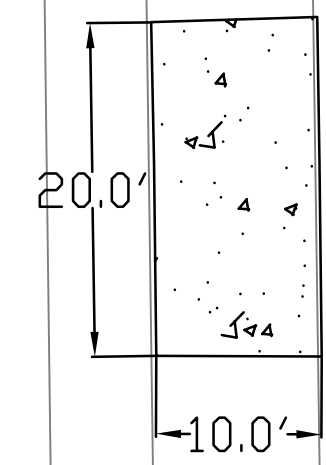
LOCATION 7&8

Location: 8
Area(SF): 31.8
Type: PCC

HUDSON ROAD

1004 HUDSON
ROAD

Location: 9
Area(SF): 200
Type: PCC TRAIL



LOCATION 9

SHEET NO.	D.02				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

REPAIR
LOCATIONS



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ENGINEERING SERVICES
CITY OF CEDAR FALLS, IOWA
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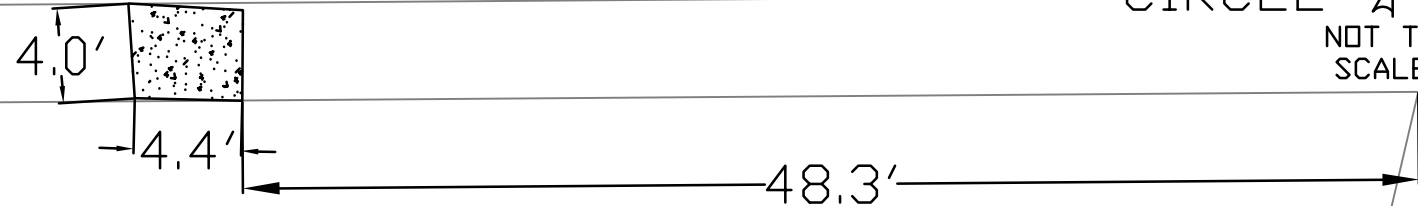
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TOTAL SHEETS	18

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Location: 10
 Area(SF): 17.4
 Type:PCC SIDEWALK

1422
 LAUREL
 CIRCLE

NOT TO
 SCALE



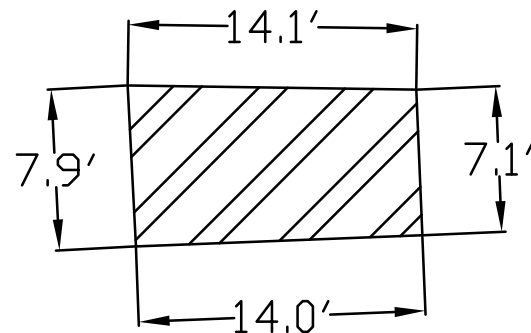
LAUREL CIRCLE

LOCATION 10

1205 W. 18TH
 STREET



NOT TO
 SCALE



Location: 11
 Area(SF): 105.0
 Type:PCC/HMA

W. 18TH STREET

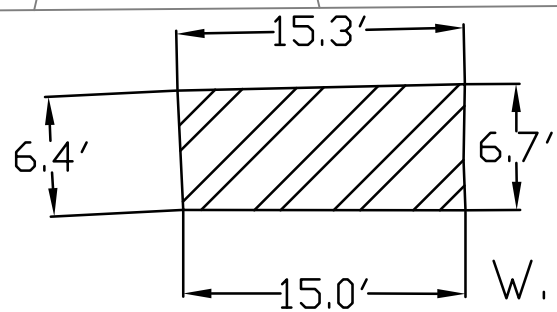
LOCATION 11

MERNER AVENUE

1217 W.
 19TH
 STREET

1211 W.
 19TH
 STREET

NOT TO
 SCALE



Location: 12
 Area(SF): 99.0
 Type:PCC/HMA

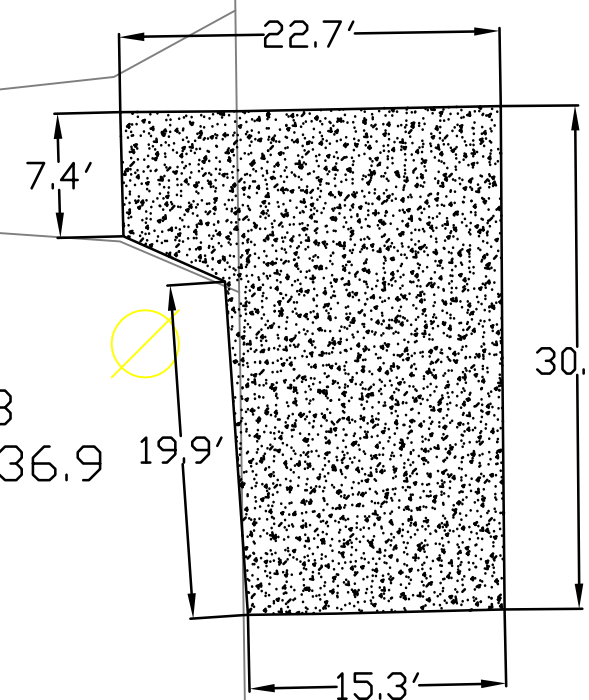
W. 19TH
 STREET

LOCATION 12

1210 W.
 19TH
 STREET

1931 CLAY
 STREET

Location: 13
 Area(SF): 536.9
 Type:PCC



CLAY STREET

LOCATION 13

NOT TO
 SCALE

SHEET NO.	D.03				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

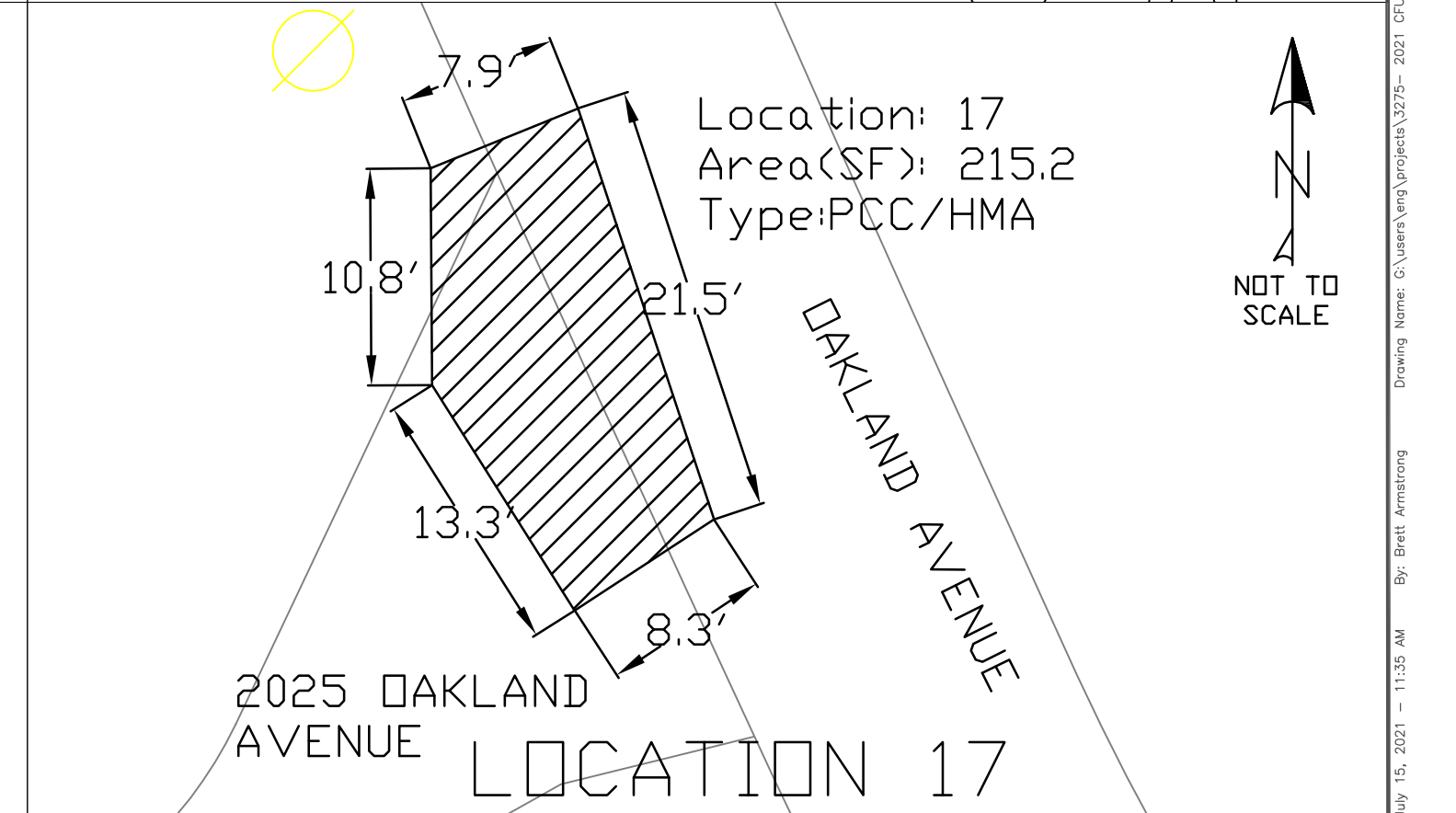
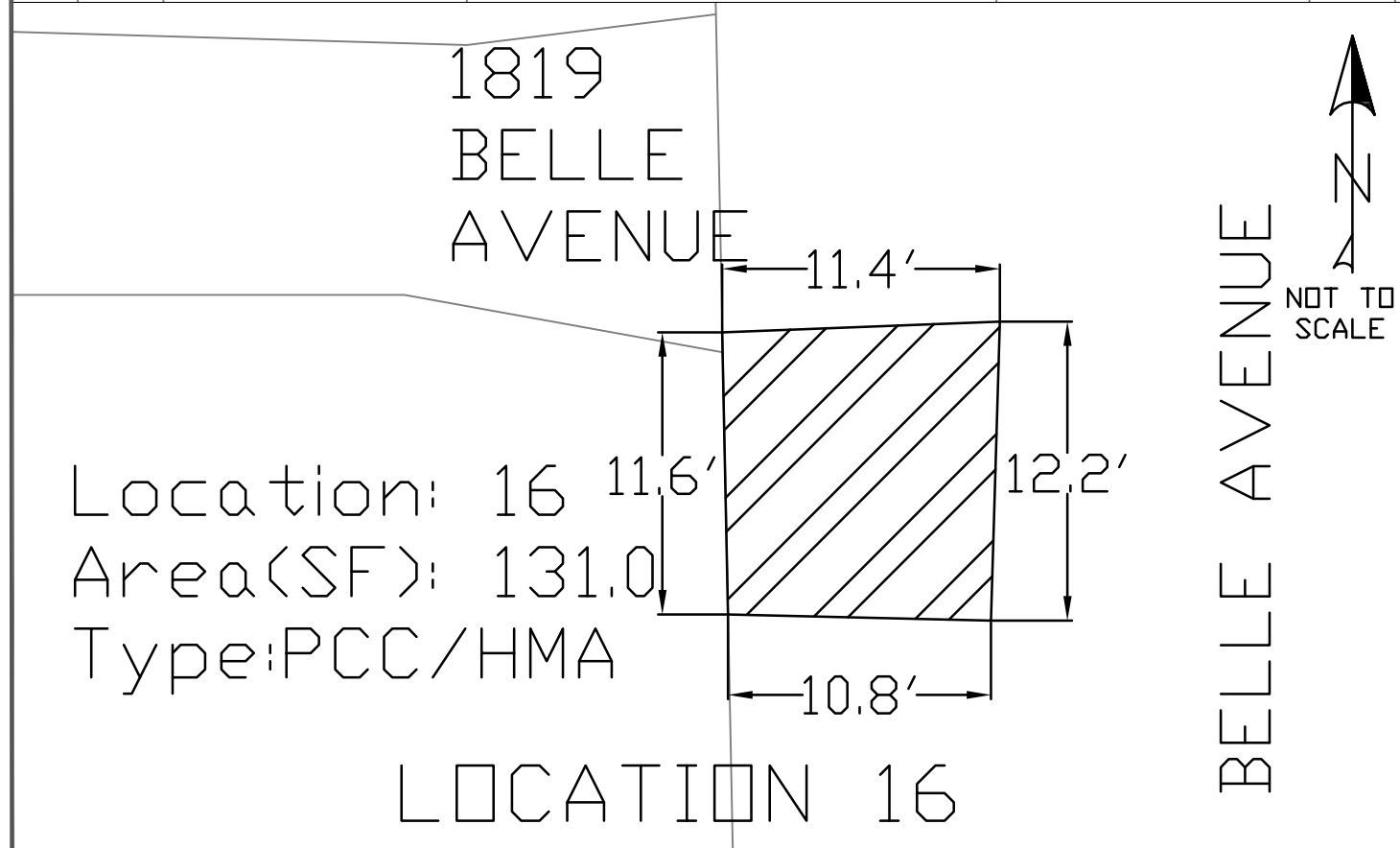
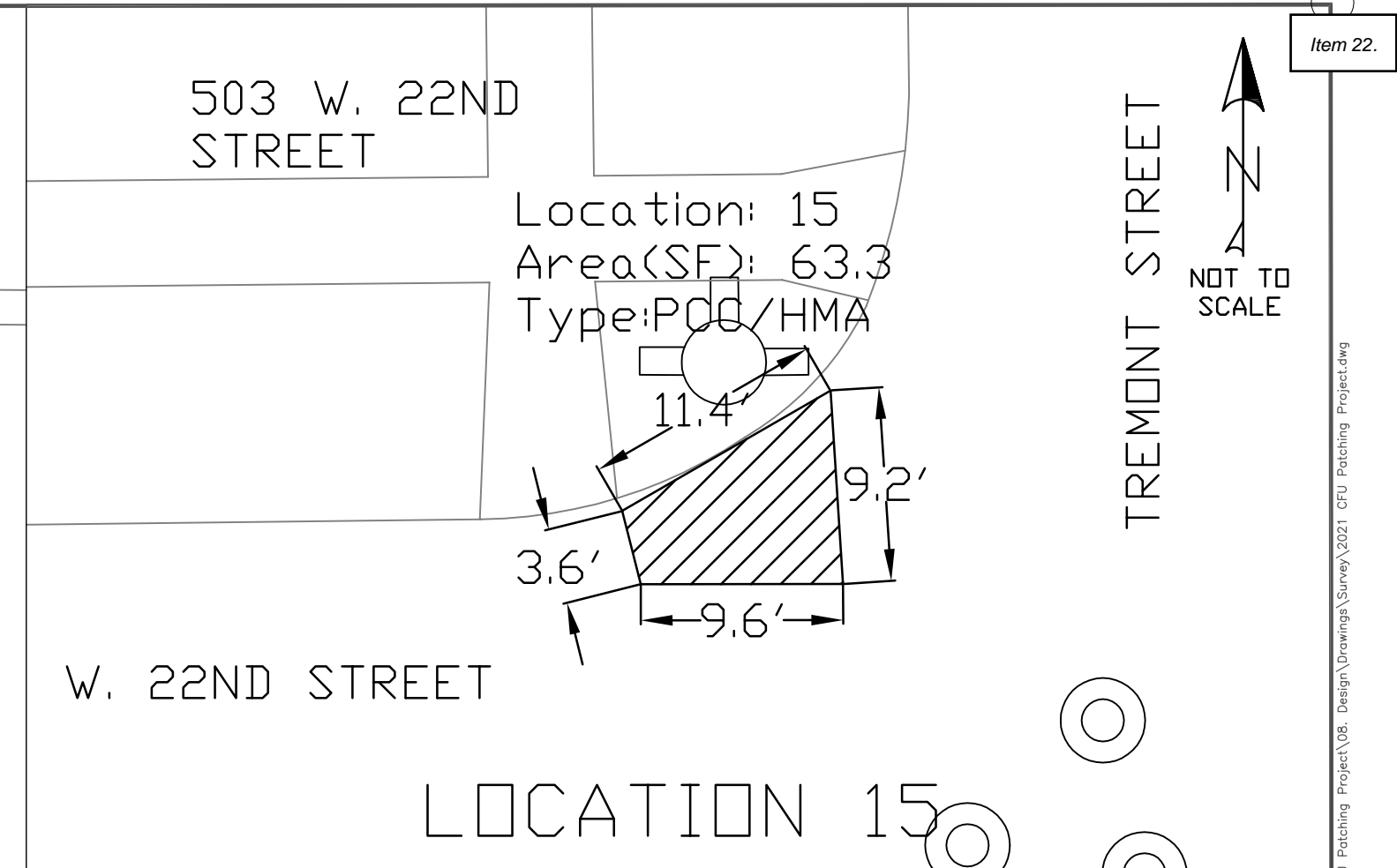
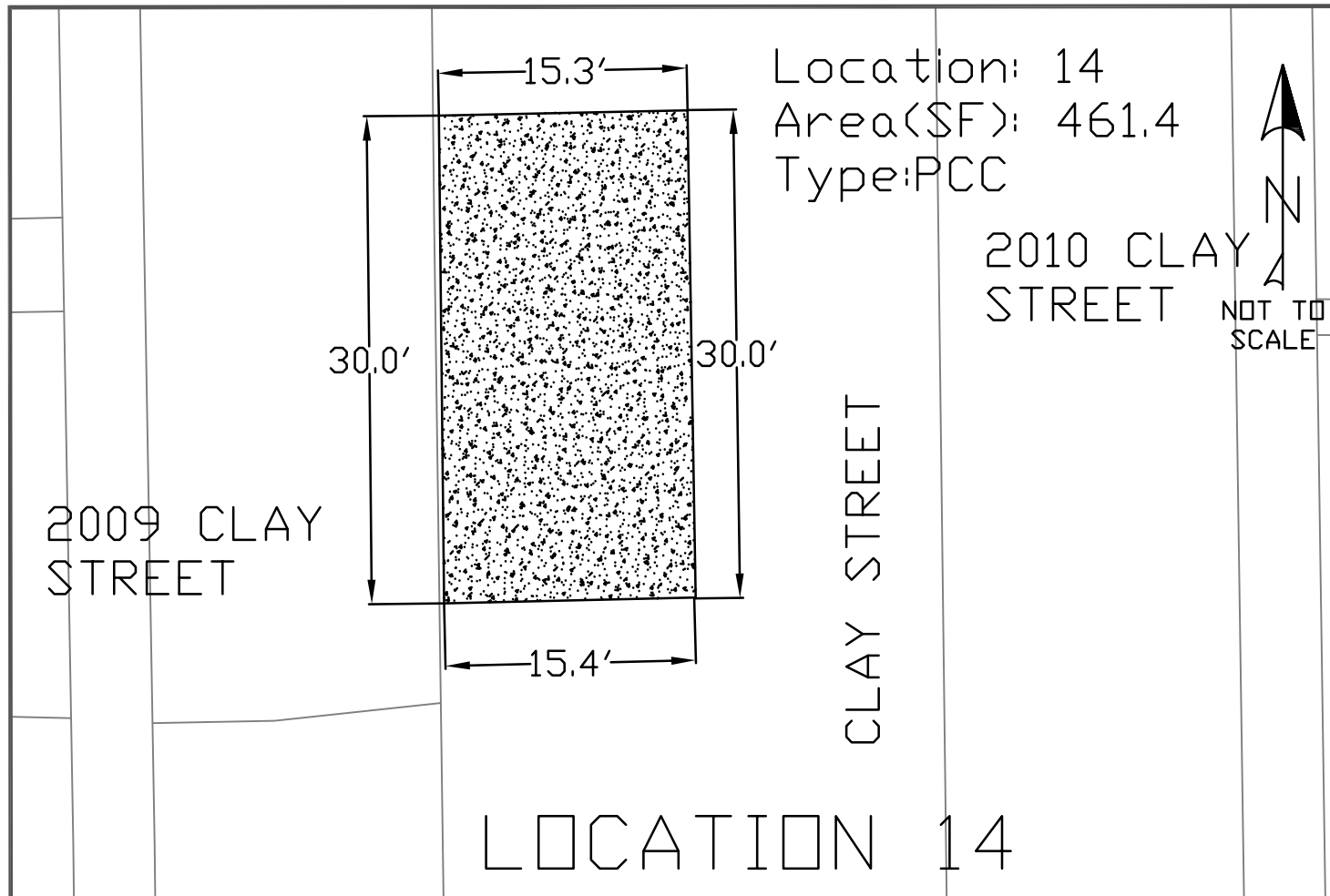
REPAIR
 LOCATIONS



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 ENGINEERING SERVICES
 CITY OF CEDAR FALLS, IOWA
 220 CLAY ST.
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CITY PROJECT NUMBER
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 DRAWN BY: BJA
 CHECKED BY: DW

SHEET NO.	D.03
TOTAL SHEETS	18



SHEET NO.	D.04				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

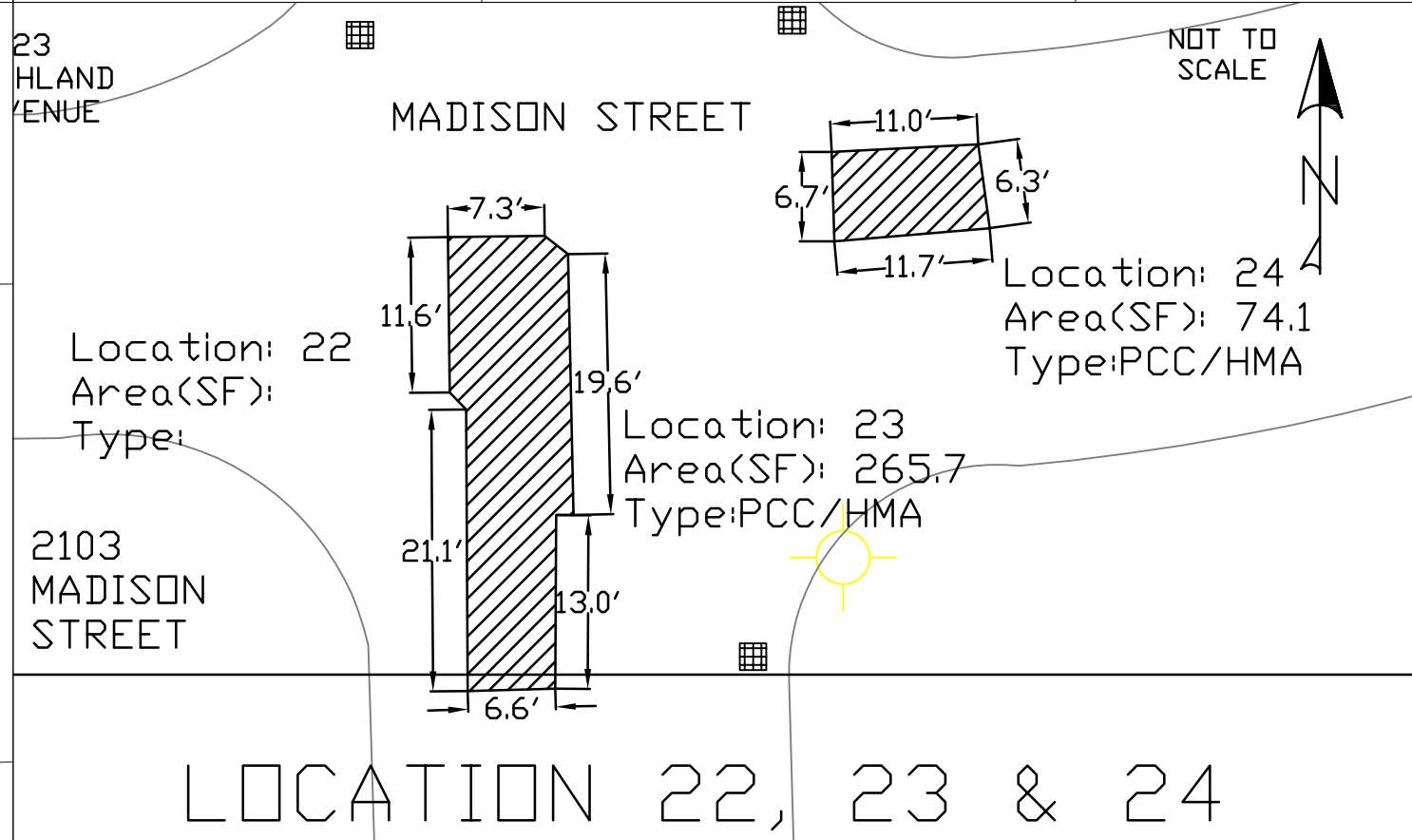
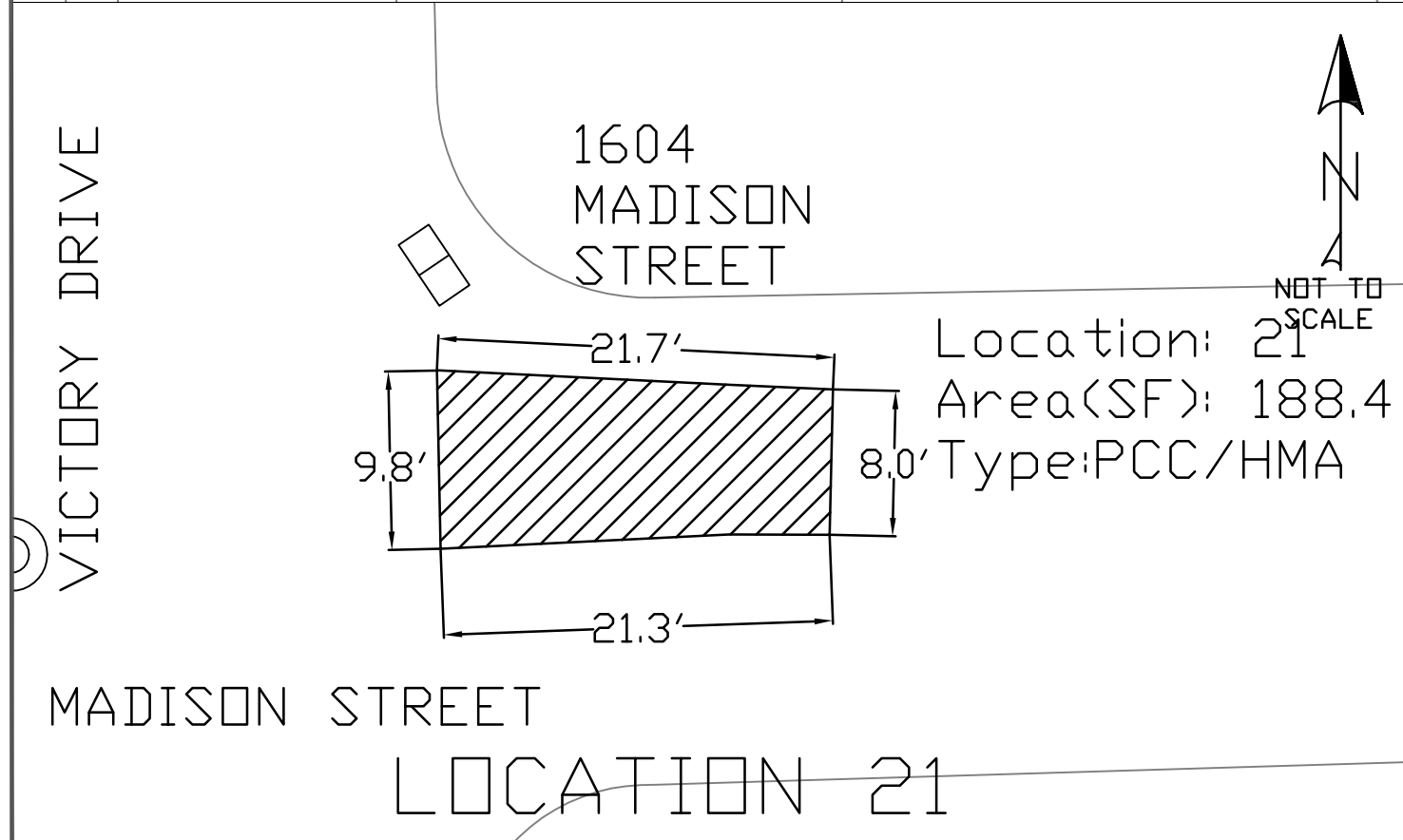
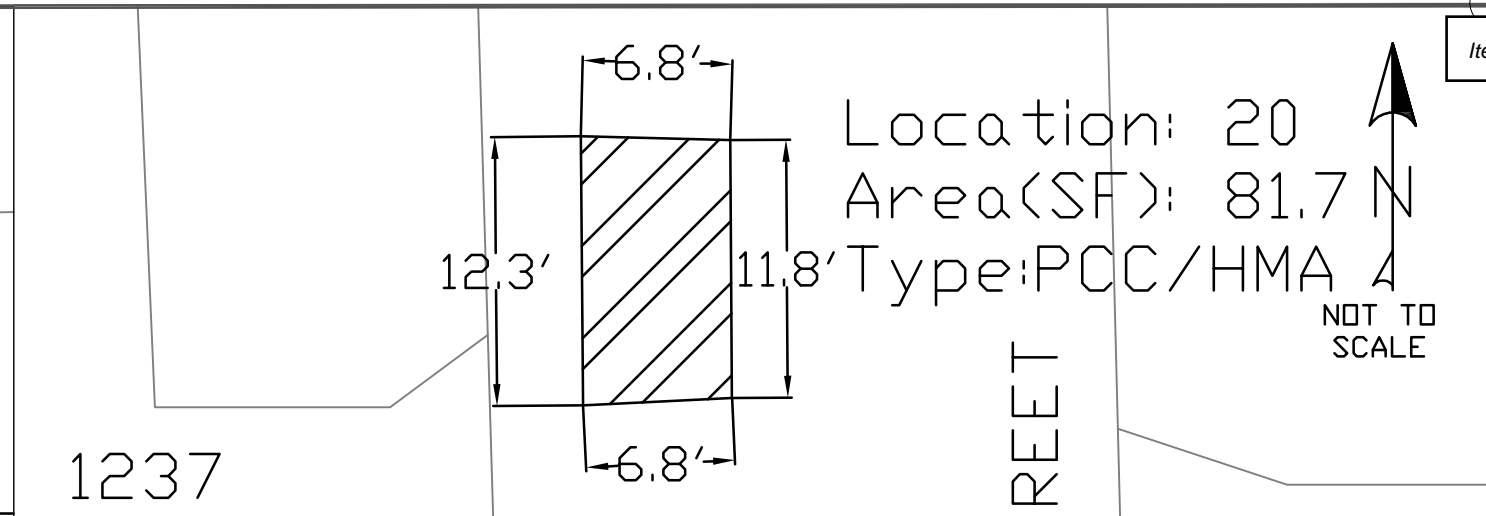
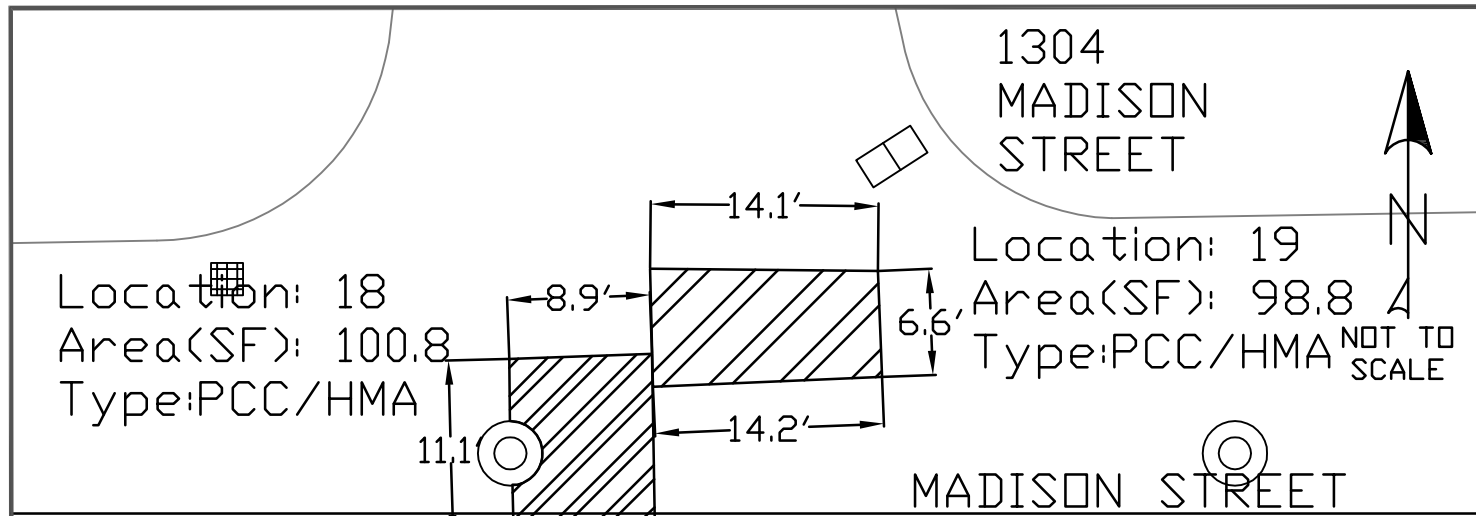
REPAIR LOCATIONS



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CITY PROJECT NUMBER	RS-000-3275
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SHEET NO.	D.04
TOTAL SHEETS	18



SHEET NO.	D.05				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

REPAIR LOCATIONS

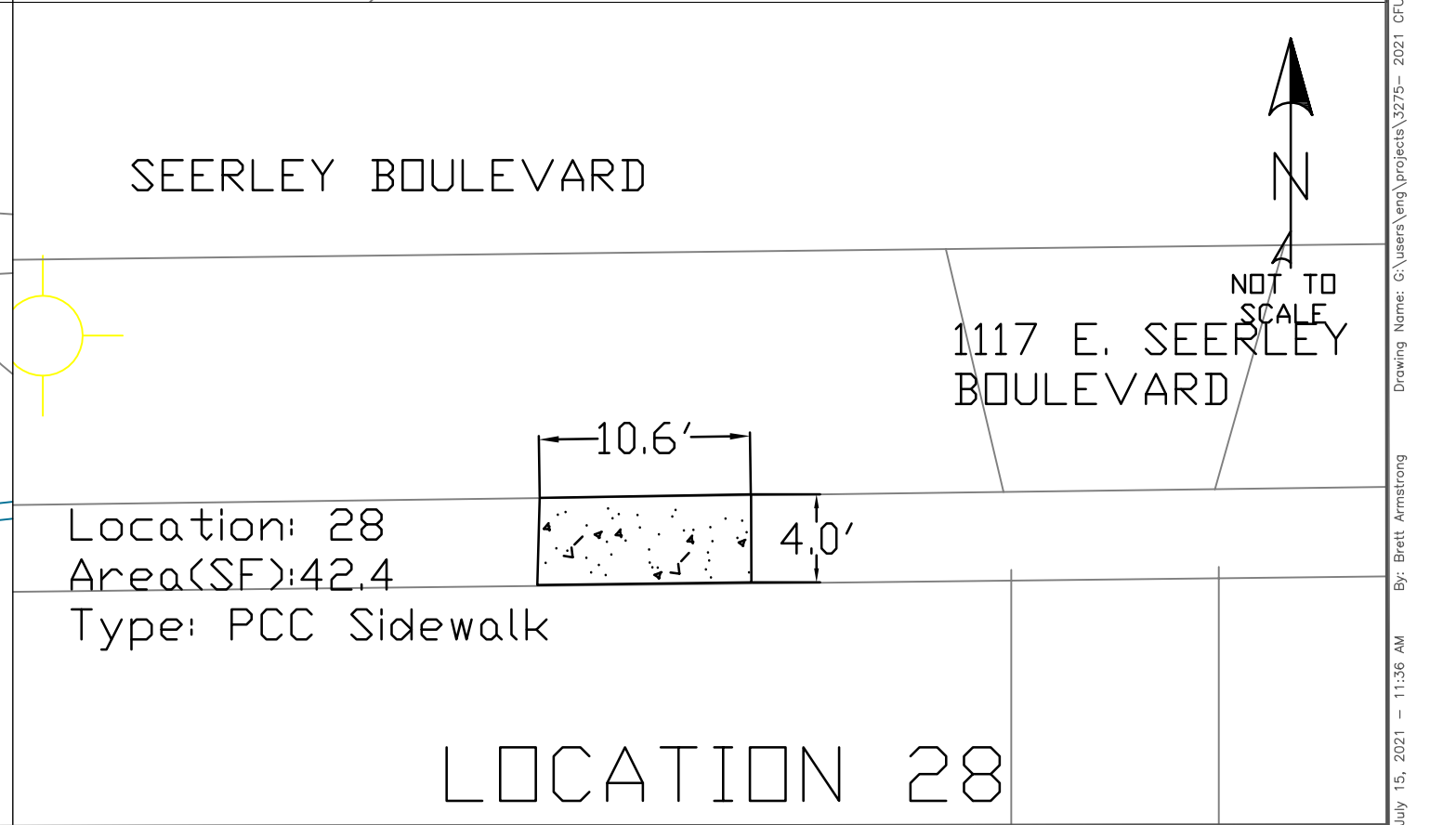
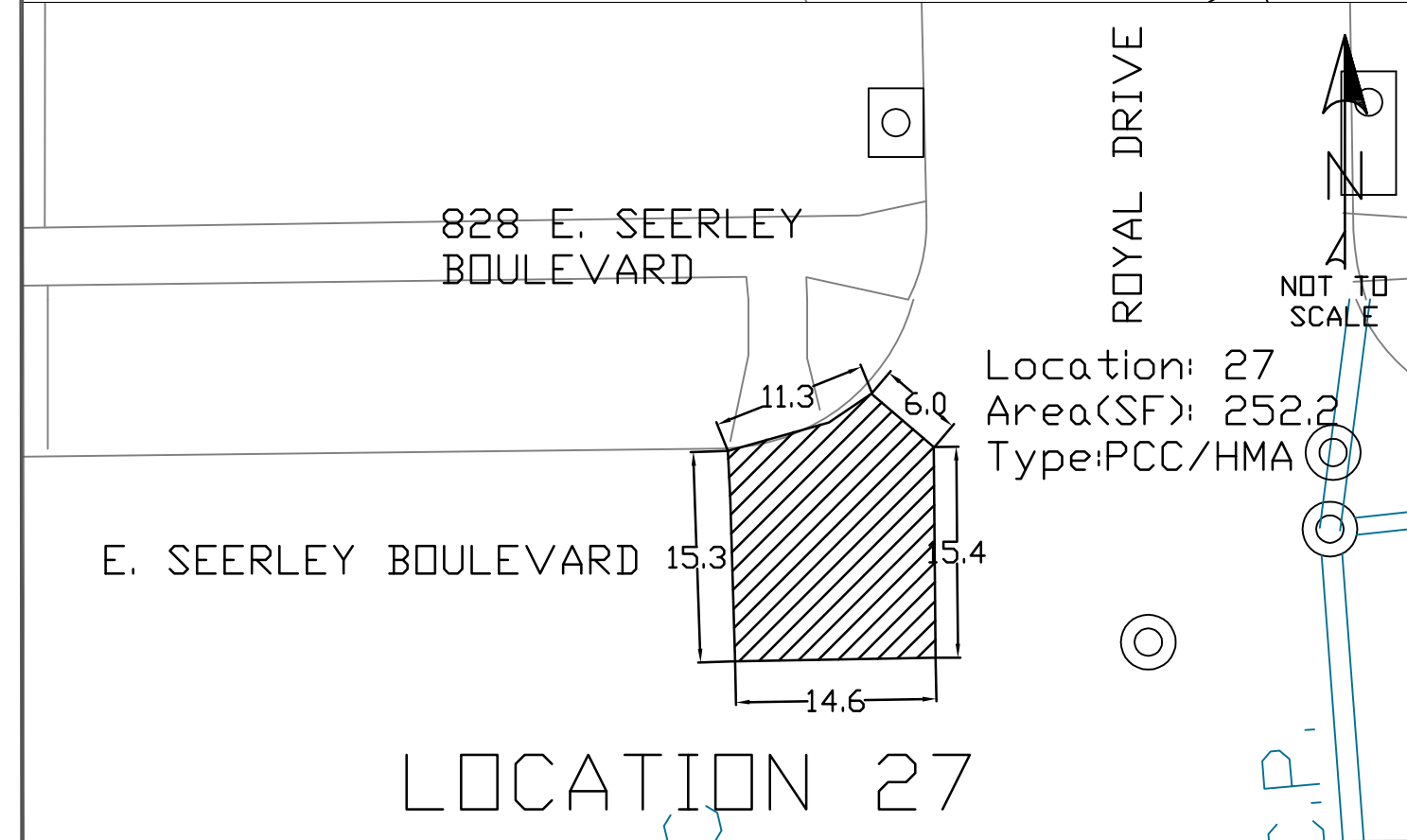
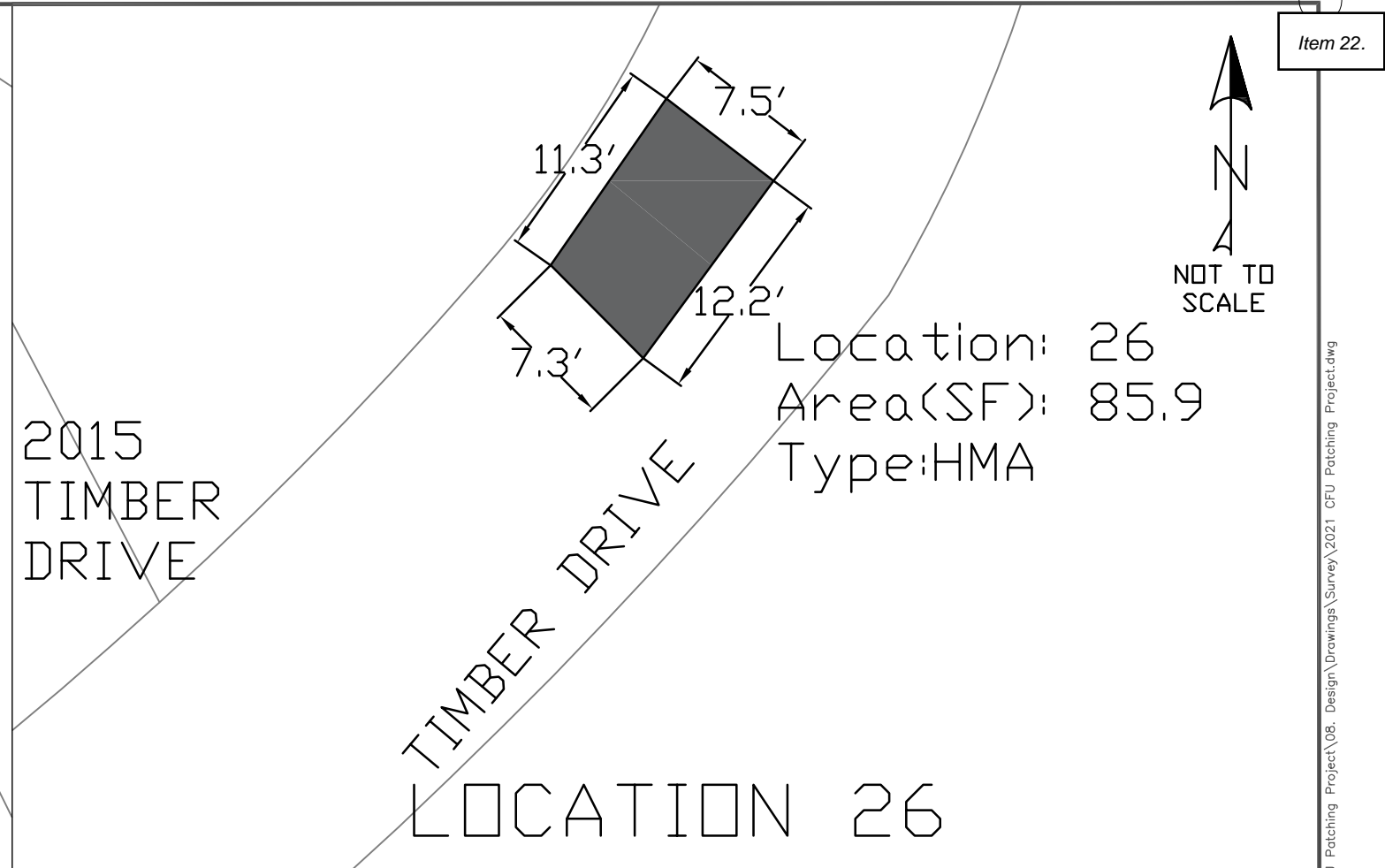
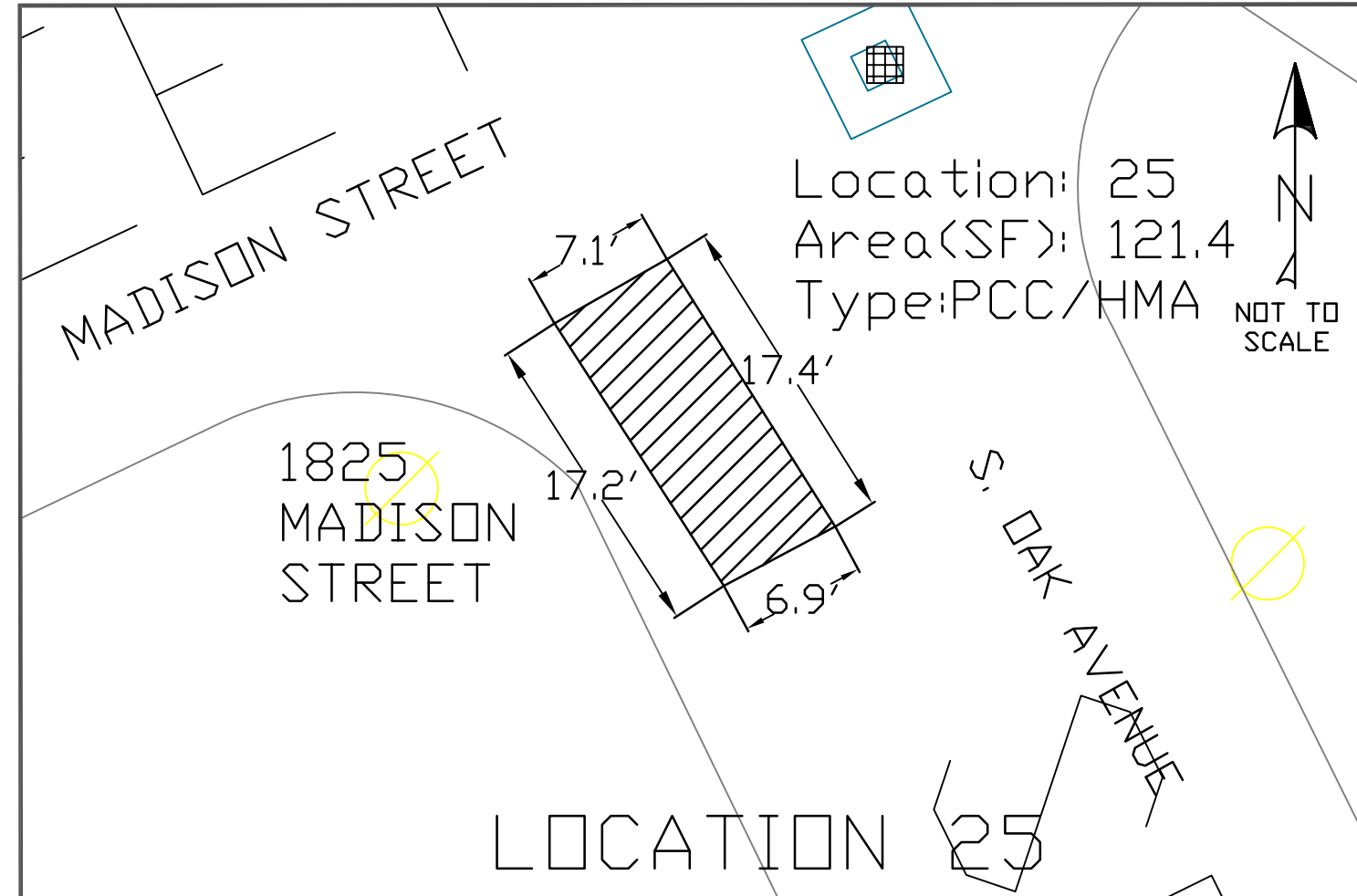


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SHEET NO.	D.05
TOTAL SHEETS	18


Date: July 15, 2021 - 11:36 AM By: Brett Armstrong Drawing Name: G:\users\eng\projects\2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg



SHEET NO.	D.06				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

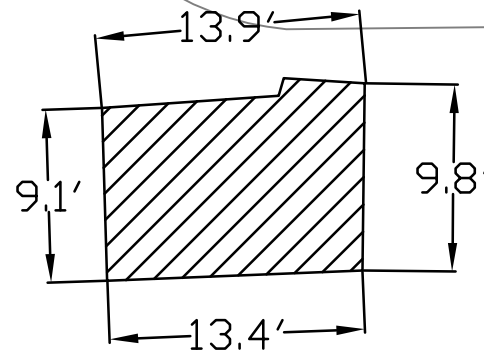
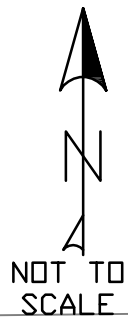
REPAIR LOCATIONS


 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING SERVICES
 CITY OF CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
 (319) 268-5161
 "OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	D.06
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		

ASHLAND AVENUE

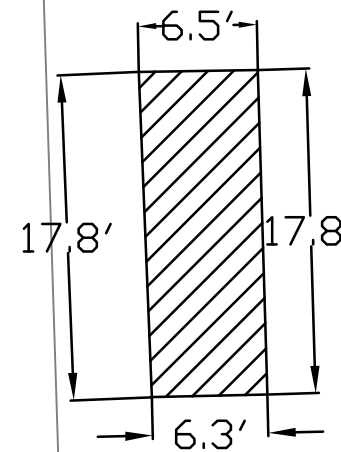
1804
HAWTHORNE
DRIVE



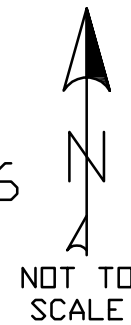
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Area(SF): 129.1
Type:PCC/HMA

HAWTHORNE DRIVE

LOCATION 29



Location: 30
Area(SF): 114.6
Type:PCC/HMA

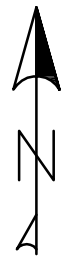


2405
ASHLAND
AVENUE

ASHLAND AVENUE

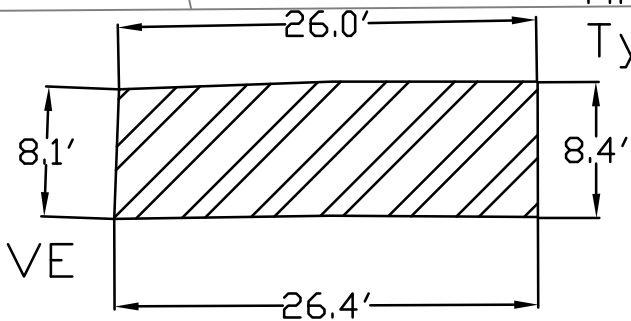
LOCATION 30

NOT TO
SCALE



1908
HAWTHORNE
DRIVE

Location: 31
Area(SF): 217.0
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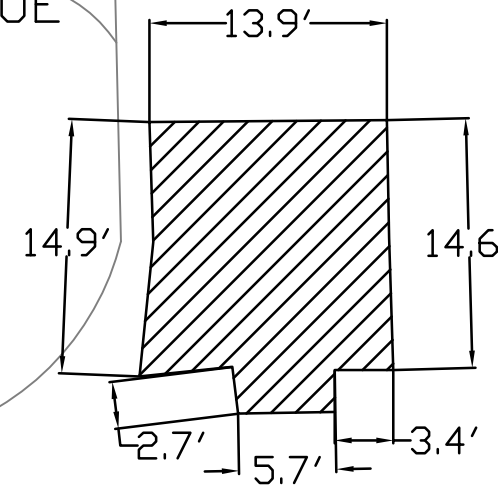


HAWTHORNE DRIVE

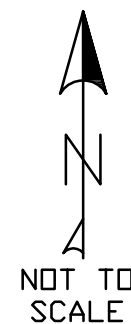
LOCATION 31

2421
ASHLAND
AVENUE

ASHLAND AVENUE



Location: 32
Area(SF): 219.4
Type:PCC/HMA



PIN OAK DRIVE

LOCATION 32

SHEET NO.	D.07				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

REPAIR
LOCATIONS

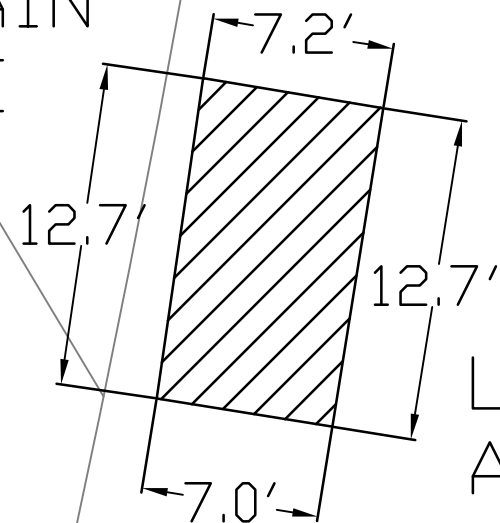


DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER
RS-000-3275
DRAWN BY: BJA
CHECKED BY: DW

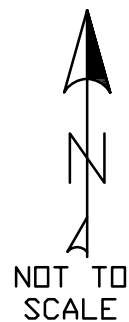
SHEET NO.	D.07
TOTAL SHEETS	18

2611
MCCLAIN
DRIVE



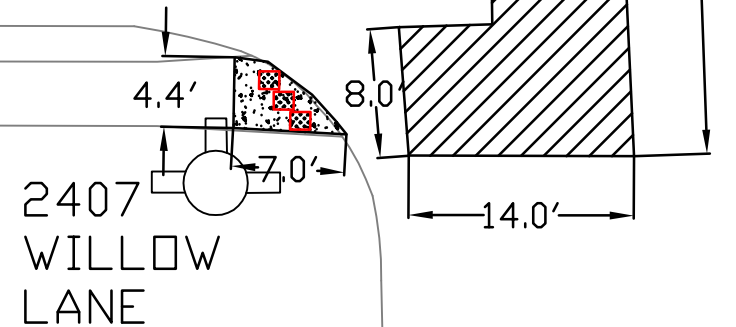
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Area(SF): 89.9
Type:PCC/HMA

LOCATION 33

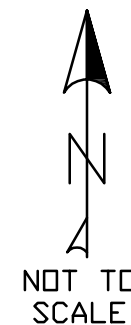


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Area(SF): 298.5
Type:PCC/HMA

Location: 34
Area(SF): 20.8
Type:PCC SIDEWALK



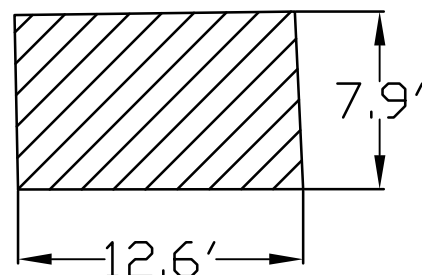
LOCATION 34 & 35



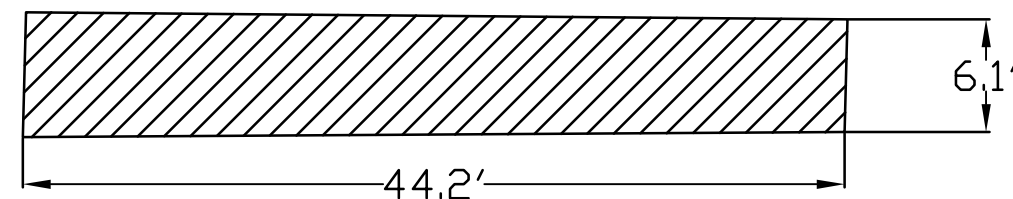
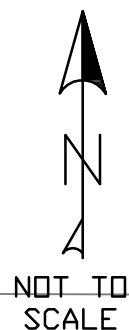
2406
SUNSET
BOULEVARD

2406
SUNSET
BOULEVARD

Location: 36
Area(SF): 97.6
Type:PCC/HMA

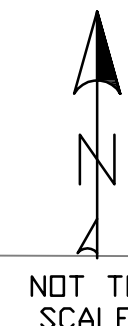


LOCATION 36



Location: 37
Area(SF):282.46
Type:PCC/HMA

LOCATION 37



SHEET NO.	D.08				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

REPAIR
LOCATIONS



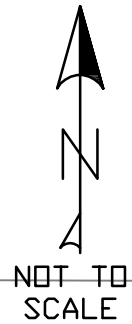
"OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

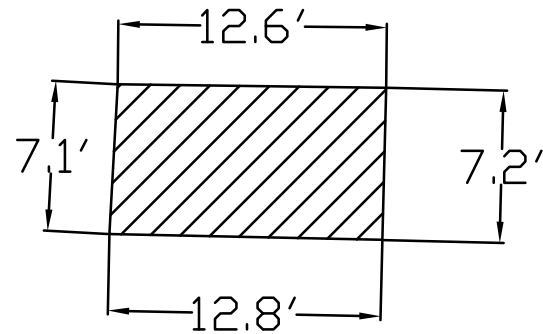
CITY PROJECT NUMBER
RS-000-3275
DRAWN BY: BJA
CHECKED BY: DW

SHEET NO. D.08
TOTAL SHEETS 18

2422 SUNSET
BOULEVARD



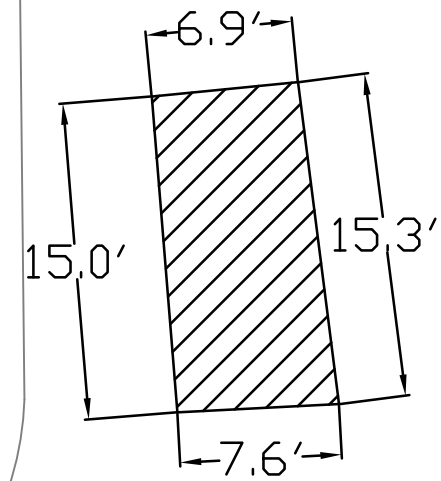
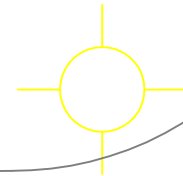
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Area(SF): 90.59
Type: PCC/HMA



SUNSET BOULEVARD

LOCATION 38

2915
ALAMEDA
STREET

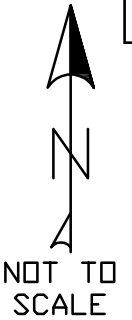


Location: 39
Area(SF): 110.4
Type: PCC/HMA

ALAMEDA STREET

LOMA STREET

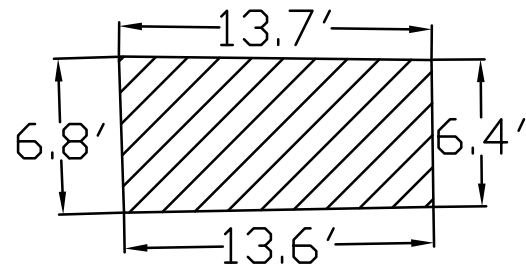
LOCATION 39



Item 22.

3021
CEDAR
HEIGHTS
DRIVE

NOT TO
SCALE

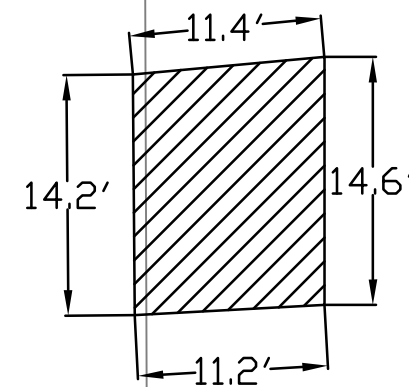
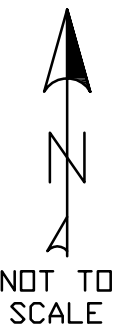


CADILLAC
DRIVE

Location: 40
Area(SF): 90.5
Type: PCC/HMA

LOCATION 40

5715
UNIVERSITY
AVENUE



Location: 41
Area(SF): 162.7
Type: PCC/HMA

2920
MCCLAIN
DRIVE

LOCATION 41

SHEET NO.	D.09				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

REPAIR
LOCATIONS

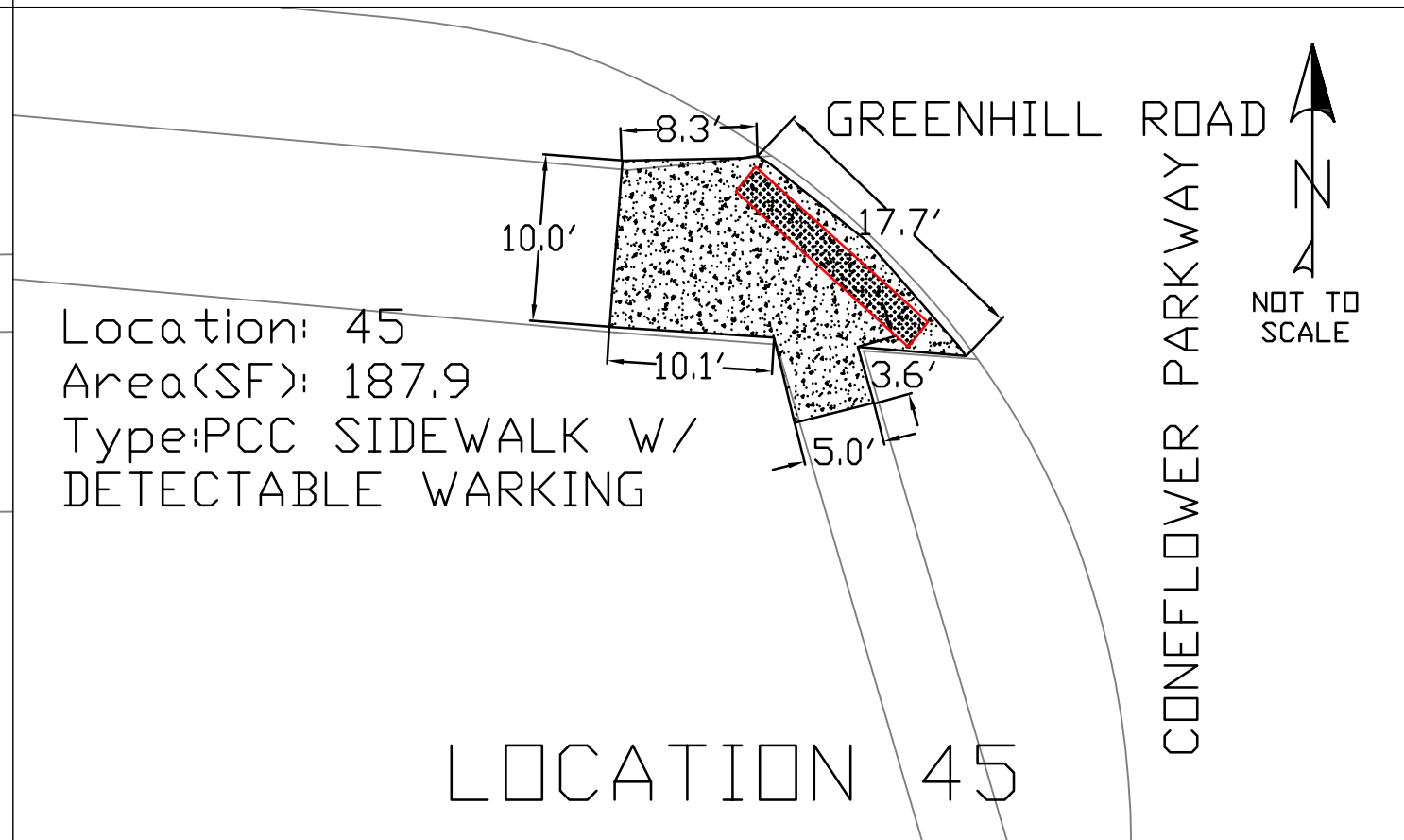
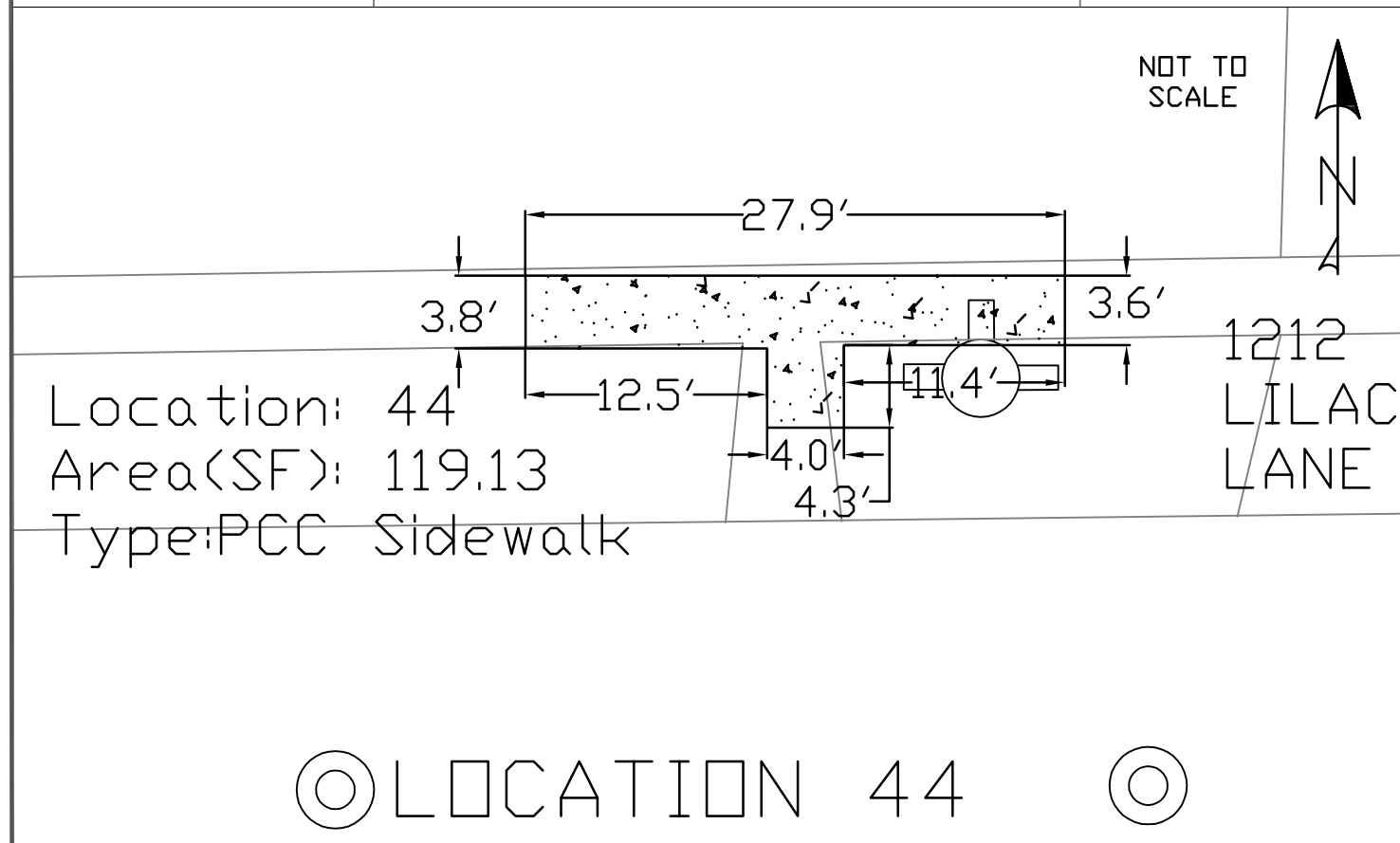
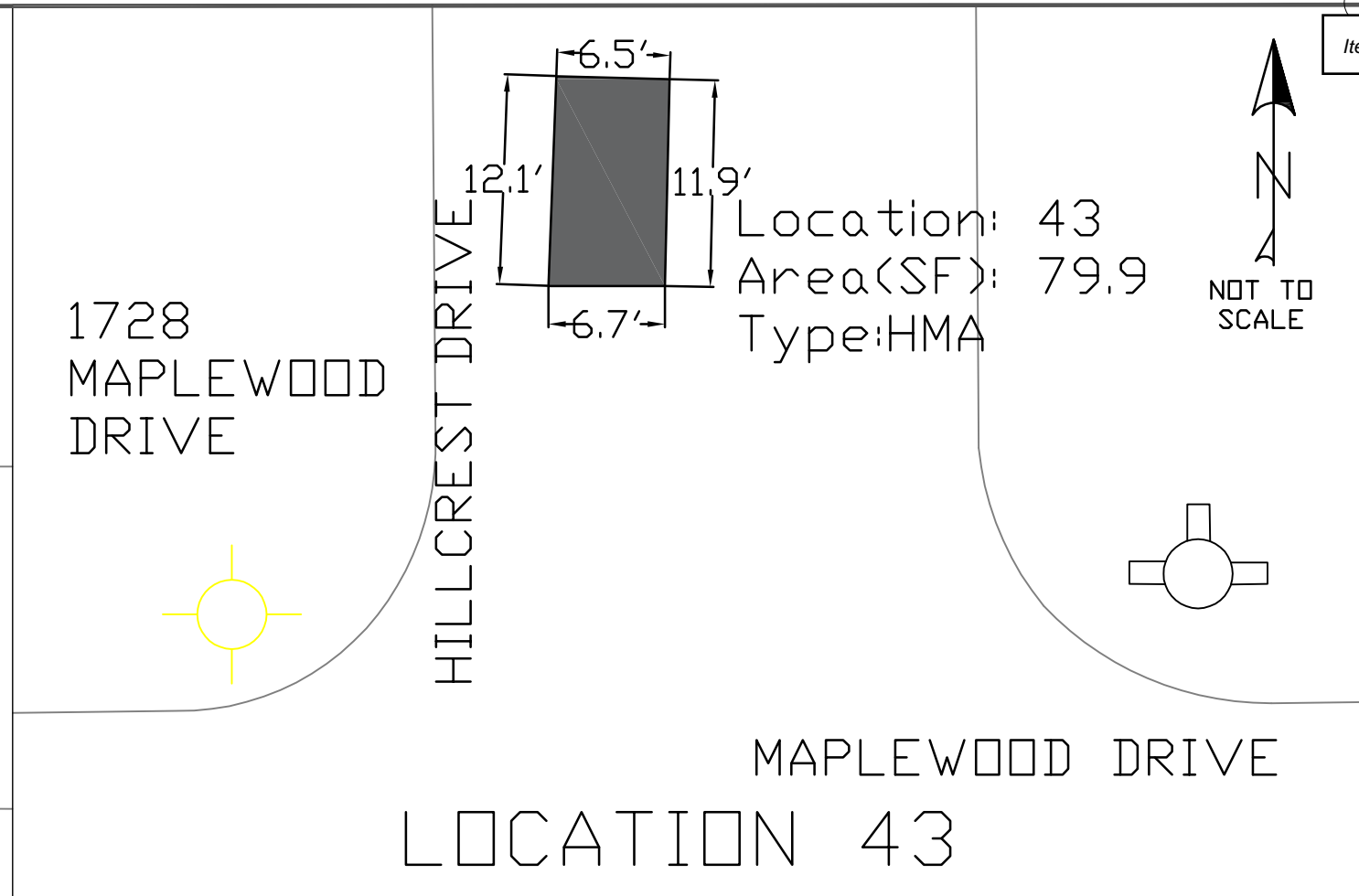
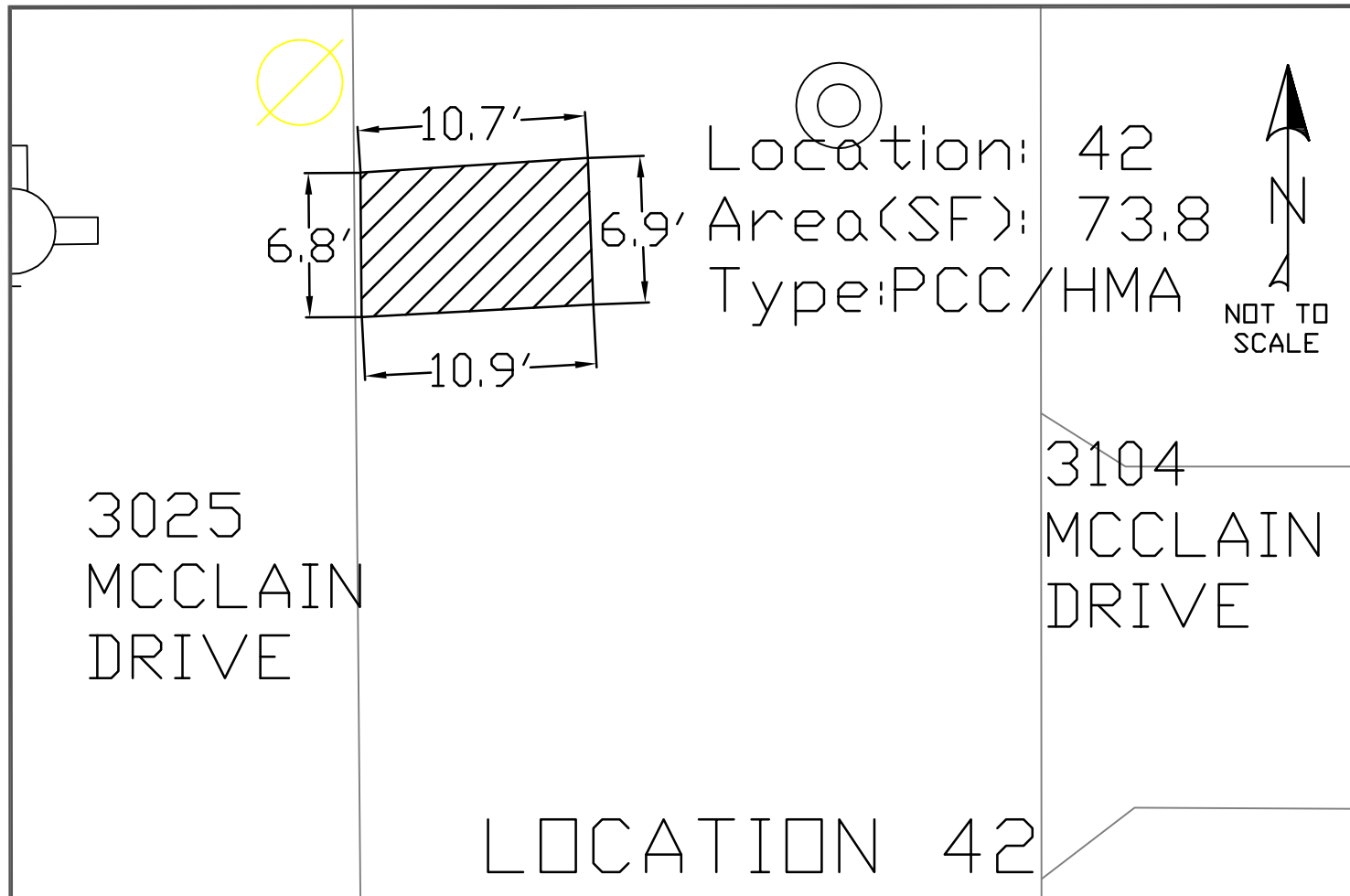


DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER
RS-000-3275
DRAWN BY: BJA
CHECKED BY: DW

SHEET NO.	D.09
TOTAL SHEETS	18

Drawing Name: G:\users\eng\projects\2021 CFU Patching Project\08. Design\Drawings\Survey\2021 CFU Patching Project.dwg
Date: July 15, 2021 - 11:38 AM
By: Brett Armstrong



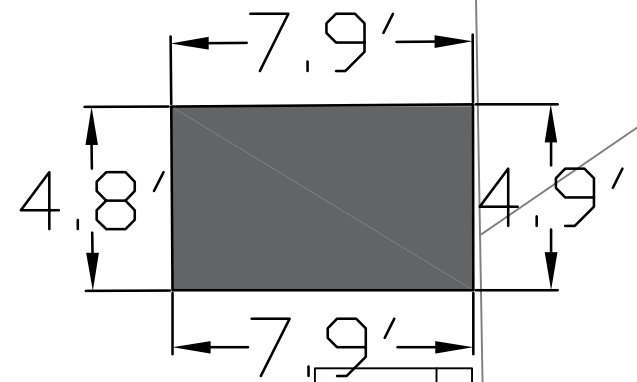
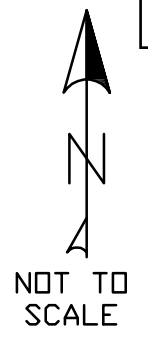
SHEET NO.	D.10				
TOTAL SHEETS	18				
	NO.	DATE	REVISION	INIT.	

2021 CFU PATCHING PROJECT

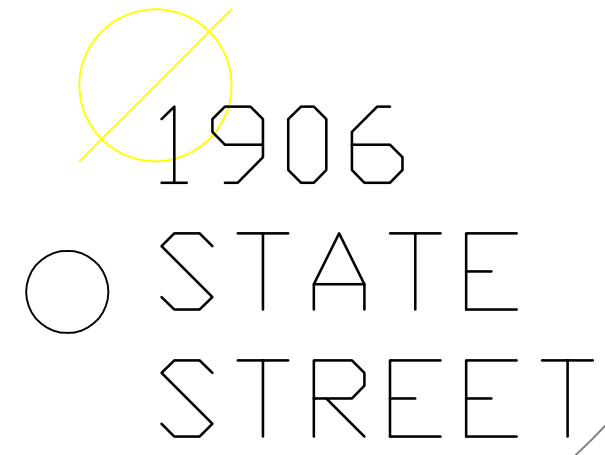
REPAIR LOCATIONS

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING SERVICES
 CITY OF CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
 (319) 268-5161

CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	D.10
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		



Location: 46
 Area(SF): 38.5
 Type:HMA



LOCATION 46

SHEET NO.	D.11				
TOTAL SHEETS	18	NO.	DATE	REVISION	INIT.

2021 CFU PATCHING PROJECT

REPAIR LOCATIONS

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING SERVICES
 CITY OF CEDAR FALLS, IOWA
 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
 (319) 268-5161

"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	RS-000-3275	SHEET NO.	D.11
DRAWN BY:	BJA	TOTAL SHEETS	18
CHECKED BY:	DW		



FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Public Records Division

TO: Honorable Mayor Green and City Council Members
FROM: Jacque Danielsen, City Clerk
DATE: July 8, 2021
SUBJECT: Parking Ordinance Amendments

Please find attached proposed parking ordinance amendments that were discussed at the July 6, 2021 Committee of the Whole. This ordinance will reestablish four hours of free parking in the downtown municipal parking lots and continue paid parking in two municipal parking lots in the college hill area, except during the months of June & July. This ordinance will also allow for the permanent relocation of the College Hill Farmers Market.

Please feel free to contact me with questions regarding these proposed amendments. Thank you.

CODE OF ORDINANCES

CHAPTER 23 – TRAFFIC AND MOTOR VEHICLES

ARTICLE IV. STOPPING, STANDING AND PARKING

DIVISION 2. PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES

Sec. 23-413. Parking time limits in parking enforcement districts.

(a) *Generally.*

- (1) ~~Except as otherwise provided in this division, U~~unrestricted parking is allowed in a municipal lot unless a sign is posted by the city advising that the lot is a paid parking lot. If posted as a paid parking lot, parking is prohibited unless an appropriate city issued permit is purchased, or unless legal parking time is purchased by means of a parking meter, pay station or mobile application.
- (2) Except as otherwise provided in this division, unrestricted parking is allowed on a public street in a parking enforcement district unless a sign is posted by the city advising that a parking space is a paid parking space. If posted as a paid parking space, parking is prohibited unless legal parking time is purchased by means of a parking meter, pay station or mobile application.
- (3) Rates for paid parking in a parking enforcement district shall be adopted by resolution of the city council and appropriately posted giving notice of said rates.
- (4) The schedule of fines for violations of this division shall be in the same amount as stated in section 23-356.

~~(b) Enforcement times—Downtown parking enforcement district.~~

~~When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this subsection shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.~~

(c) *Enforcement times—College Hill parking enforcement district.*

When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, ~~Independence Day~~, Labor Day, Thanksgiving Day and Christmas Day, and during the months of June and July.

Sec. 23-414. Use of funds collected from parking operations and enforcement.

- (a) Funds derived from the operation and enforcement of parking shall be used for the following purposes and none other:
 - (1) Payment of the cost of acquisition, installation, maintenance, repair and operation of equipment, signs and other devices to regulate and enforce parking laws.

- (2) Payment of the cost of acquiring, by purchase, lease or similar arrangement, parking lots, facilities or other off-street parking areas, including operation, enlargement or improvement thereof or the facilities thereof, and widening or altering the streets to provide additional parking facilities.
- (3) Retirement of revenue bonds.
- (b) All revenues derived from parking enforcement operations not required for the payment of costs under subsection (a) of this section shall be expended for the improvement of existing facilities or the acquisition and improvement of additional off-street parking areas, provided that such funds may be retained and accumulated for such purpose for such length of time and in such amount as may be reasonably necessary to effectuate such program of acquisition of parking lots or other off-street parking areas.

Sec. 23-415. Parking violations.

It shall be unlawful and a violation of the provisions of this division for any person to:

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased.
- (2) Permit any vehicle to remain or be placed in a parking space beyond the period prescribed for such parking space. Moving a vehicle to another parking space within the same hundred block of the same street or within the same municipal parking lot that results in total cumulative parking time beyond the period prescribed for such parking space, shall be a violation.
- (3) Park any vehicle across any line or marking of a parking space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.
- (4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking equipment or device installed under the provisions of this division. Violation of this provision shall be considered a simple misdemeanor as provided for in section 23-23.

Sec. 23-416. Notice of parking violation.

Parking enforcement personnel of the city shall attach to the vehicles in violation of this division a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this division and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine.

Sec. 23-417. Report of parking violations.

It shall be the duty of the parking enforcement personnel of the city, acting in accordance with instructions issued by the city clerk and as approved by the council, to report the following:

- (1) The location of the vehicle that is or has been parking in violation of any of the provisions of this division.

- (2) The state license number of such vehicle.
- (3) The time during which such vehicle is parking in violation of any of the provisions of this division.
- (4) Any other facts which are necessary to a thorough understanding of the circumstances attending such violation.

Sec. 23-418. Parking permits for municipal parking lots or parking facilities.

Generally. The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle unless the owner or operator of the vehicle has properly registered the license plate of the vehicle with the parking enforcement agency designated by the city. The purchase and proper display/registration of a parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours without penalty for overtime parking.

Sec. 23-419. Two-hour limit on parking in certain parking spaces on certain streets.

(a) *Downtown parking enforcement district.*

- (1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:
 - a. Main Street from First Street to Sixth Street.
- (2) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(b) *College Hill parking enforcement district.*

- (1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 6:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:
 - a. College Street from 20th Street to 22nd Street
 - b. 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.
 - c. Anywhere within the 22nd Street East - North and 20th Street East - Plaza municipal parking lots.

- (2) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

Sec. 23-420. Three-hour limit on parking in certain parking spaces on certain streets.

Downtown parking enforcement district.

- (1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of three hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:
- a. Second Street from State Street to Clay Street.
 - b. Third Street from State Street to Clay Street.
 - c. Fourth Street from State Street to Washington Street.
 - d. Fifth Street from State Street to Washington Street.
 - e. State Street from Second Street to Fourth Street.
 - f. Washington Street from First Street to Sixth Street.
 - g. Sixth Street from Washington Street west to the alley between Clay Street and Washington Street.
- (2) Each consecutive three-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

Sec. 23-421. One-hour limit on parking in certain parking spaces.

College Hill parking enforcement district.

- (1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle between the hours of 9:00 a.m. and 6:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:
- a. 23rd Street from College Street west to and including that portion of West 23rd Street adjacent to 1009 West 23rd Street.
 - b. College Street from 22nd Street to 23rd Street.
 - c. Within the 23rd Street East municipal parking lot.
- (2) Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

NEW SECTION**Sec. 23-422. Four-hour limit on parking in certain parking spaces in certain municipal parking lots.***Downtown parking enforcement district.*

- (1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of four hours of parking for each vehicle between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in the following municipal parking lots within the city:
 - a. Second Street East municipal parking lot.
 - b. Second Street West municipal parking lot.
 - c. Third Street East municipal parking lot.
 - d. Third Street West municipal parking lot.
 - e. Fifth Street West municipal parking lot.
- (2) Each consecutive four-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

Sec. 23-423.2. Parking prohibited in portions of certain parking spaces the 22nd street west municipal parking lot during certain hours.

- (1) When signs are erected giving notice thereof, parking or standing a vehicle shall be prohibited ~~in the 20 angled parking spaces located in the northeast leg of the 22nd Street West municipal parking lot~~ on Thursday afternoons only commencing with the first Thursday of June of each year and continuing through the last Thursday of October of each year during the hours of 2:00 p.m. to 7:00 p.m. on the following portions of streets and municipal parking lots:
 - a. Anywhere within the 22nd Street East-North municipal parking lot.
 - b. West 22nd Street from Olive Street to College Street.

Prepared by: Jacque Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. _____

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA: 23-413, PARKING TIME LIMITS IN PARKING ENFORCEMENT DISTRICTS, 23-415, PARKING VIOLATIONS, 23-422, PARKING PROHIBITED IN PORTIONS OF THE 22ND STREET WEST MUNICIPAL LOT DURING CERTAIN HOURS; AND ENACTING IN LIEU THEREOF THE FOLLOWING SECTIONS OF DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA: 23-413, PARKING TIME LIMITS IN PARKING ENFORCEMENT DISTRICTS, 23-415, PARKING VIOLATIONS, 23-422, FOUR-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES IN CERTAIN MUNICIPAL LOTS, 23-423, PARKING PROHIBITED IN CERTAIN PARKING SPACES DURING CERTAIN HOURS.

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

Section 23-413, Parking time limits in parking enforcement districts, Section 23-415, Parking violations, and Section 23-422, Parking prohibited in portions of the 22nd street west municipal parking lot during certain hours, of Division 2, Parking Enforcement Districts, Equipment, Operations and Facilities, of Article IV, Stopping, Standing and Parking of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and New Section 23-413, Parking time limits in parking enforcement districts, New Section 23-415, Parking violations, New Section 23-422, Four-hour limit on parking in certain parking spaces in certain municipal parking lots, and New Section 23-423, Parking prohibited in certain parking spaces during certain hours, are enacted in lieu thereof, as follows:

Sec. 23-413. Parking time limits in parking enforcement districts.

(a) *Generally.*

- (1) Except as otherwise provided in this division, unrestricted parking is allowed in a municipal lot unless a sign is posted by the city advising that the lot is a paid parking lot. If posted as a paid parking lot, parking is prohibited unless an appropriate city issued permit is purchased, or unless legal parking time is purchased by means of a parking meter, pay station or mobile application.
- (2) Except as otherwise provided in this division, unrestricted parking is allowed on a public street in a parking enforcement district unless a sign is posted by the city advising that a parking space is a paid parking space. If posted as a paid parking space, parking is prohibited unless legal parking time is purchased by means of a parking meter, pay station or mobile application.
- (3) Rates for paid parking in a parking enforcement district shall be adopted by resolution of the city council and appropriately posted giving notice of said rates.
- (4) The schedule of fines for violations of this division shall be in the same amount as stated in section 23-356.

(b) *Enforcement times—College Hill parking enforcement district.*

When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day, and during the months of June and July.

Sec. 23-415. Parking violations.

It shall be unlawful and a violation of the provisions of this division for any person to:

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased.
- (2) Permit any vehicle to remain or be placed in a parking space beyond the period prescribed for such parking space. Moving a vehicle to another parking space within the same hundred block of the same street or within the same municipal parking lot that results in total cumulative parking time beyond the period prescribed for such parking space, shall be a violation.
- (3) Park any vehicle across any line or marking of a parking space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.
- (4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking equipment or device installed under the provisions of this division. Violation of this provision shall be considered a simple misdemeanor as provided for in section 23-23.

Sec. 23-422. Four-hour limit on parking in certain parking spaces in certain municipal parking lots.

Downtown parking enforcement district.

- (1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of four hours of parking for each vehicle between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in the following municipal parking lots within the city:
 - a. Second Street East municipal parking lot.
 - b. Second Street West municipal parking lot.
 - c. Third Street East municipal parking lot.
 - d. Third Street West municipal parking lot.
 - e. Fifth Street West municipal parking lot.

- (2) Each consecutive four-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

Sec. 23-423. Parking prohibited in certain parking spaces during certain hours.

When signs are erected giving notice thereof, parking or standing a vehicle shall be prohibited on Thursday afternoons only commencing with the first Thursday of June of each year and continuing through the last Thursday of October of each year during the hours of 2:00 p.m. to 7:00 p.m. on the following portions of streets and municipal parking lots:

- a. Anywhere within the 22nd Street East-North municipal parking lot.
- b. West 22nd Street from Olive Street to College Street.

INTRODUCED: _____ July 19, 2021 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Daily Invoices for Council Meeting 07/19/21

PREPARED 07/15/2021, 11:28:45
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Item 24.

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1028-441.64-02			INSURANCE / HEALTH INS. REIMBURSEMENT								
2047		12/21 AP	06/11/21 0005662				ISOLVED BENEFIT SERVICES, INC	20.80			07/06/21
			HEALTH INS. REIMBURSEMENT								
ACCOUNT TOTAL								20.80	.00	20.80	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES											
2047		12/21 AP	06/30/21 0005653				FARMERS STATE BANK	20.00			07/06/21
			OUTGOING WIRE FEE				COMMUNITY BANK & TRUST				
2047		12/21 AP	06/30/21 0005654				FARMERS STATE BANK	20.00			07/06/21
			VOYA OUTGOING WIRE FEE				07/02/21 PAYROLL				
2047		12/21 AP	06/22/21 0005650				FARMERS STATE BANK	20.00			07/06/21
			VOYA OUTGOING WIRE				06/18/21 PAYROLL				
2047		12/21 AP	06/17/21 0005651				FARMERS STATE BANK	12.00			07/06/21
			INCOMING WIRE FEE				VERIDIAN CD				
2047		12/21 AP	06/17/21 0005652				FARMERS STATE BANK	12.00			07/06/21
			INCOMING WIRE FEE				VERIDIAN CD				
2047		12/21 AP	06/02/21 0005649				FARMERS STATE BANK	20.00			07/06/21
			VOYA OUTGOING WIRE				06/04/21 PAYROLL				
2047		12/21 AP	06/01/21 0005664				LINCOLN SAVINGS BANK	20.00			07/06/21
			APRIL WIRE FEE				04/30/21				
2047		12/21 AP	06/01/21 0005690				WELLS FARGO BANK, N.A.	15.00			07/06/21
			APRIL WIRE FEE				04/13/21				
ACCOUNT TOTAL								139.00	.00	139.00	
101-1028-441.89-81 MISCELLANEOUS SERVICES / CAFETERIA PLAN											
2047		12/21 AP	06/08/21 0005663				ISOLVED BENEFIT SERVICES, INC	69.00			07/06/21
			CAFE.ADMIN.FEE-MAY'21								
ACCOUNT TOTAL								69.00	.00	69.00	
101-1028-441.89-82 MISCELLANEOUS SERVICES / SECTION 105											
2047		12/21 AP	06/08/21 0005663				ISOLVED BENEFIT SERVICES, INC	631.35			07/06/21
			HRA ADMIN.FEE-MAY'21								
ACCOUNT TOTAL								631.35	.00	631.35	
101-1048-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
2047		12/21 AP	06/11/21 0005662				ISOLVED BENEFIT SERVICES, INC	10.00			07/06/21
			HEALTH INS. REIMBURSEMENT								
ACCOUNT TOTAL								10.00	.00	10.00	
101-1048-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											

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FUND 101 GENERAL FUND										
101-1048-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
2128		12/21	AP	06/29/21	0395935	ROGERS, KEVIN	244.24			07/02/21
						RMB:MEALS-IAFF TRIAL				
						OLSON/ANDREW TICE/ROGERS				
						ACCOUNT TOTAL	244.24	.00	244.24	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
49		02/22	AP	06/29/21	0000000	DEMCO, INC	32.22			07/09/21
						MAGNET SHELF LABELS (3/4" X 3", & 6")				
51		02/22	AP	06/29/21	0000000	DEMCO, INC		32.22		07/09/21
						MAGNET SHELF LABELS (3/4" REVERSE UPDATED BATCH ERR				
						ACCOUNT TOTAL	32.22	32.22	.00	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
2046		12/21	AP	05/27/21	0395968	QUADIENT FINANCE USA, INC.	300.00			07/02/21
						POSTAGE				
49		02/22	AP	07/02/21	0000000	MOBIUS	7,114.59			07/09/21
						LIBRARY COURIER SERVICE				
51		02/22	AP	07/02/21	0000000	MOBIUS		7,114.59		07/09/21
						LIBRARY COURIER SERVICE				
						REVERSE UPDATED BATCH ERR				
						ACCOUNT TOTAL	7,414.59	7,114.59	300.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1967		12/21	AP	06/11/21	0395954	EO JOHNSON	500.00			07/02/21
						WIFI UPDATE WORK				
1		01/22	AP	06/11/21	0395956	GORDON FLESCH COMPANY INC	831.53			07/02/21
						COPIER CONTRACT				
						015-1483981-000				
						ACCOUNT TOTAL	1,331.53	.00	1,331.53	
101-1060-423.85-01 UTILITIES / UTILITIES										
1967		12/21	AP	06/05/21	0395947	CEDAR FALLS UTILITIES	4,696.61			07/02/21
						LIBRARY UTILITIES				
						ACCOUNT TOTAL	4,696.61	.00	4,696.61	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1967		12/21	AP	06/14/21	0395950	CITY LAUNDERING CO.	28.00			07/02/21
						LIBRARY MAT SERVICE				
1967		12/21	AP	06/07/21	0395969	SHRED-IT USA	48.15			07/02/21
						DOCUMENT DESTRUCTION				
2047		12/21	AP	06/02/21	0005678	PROFESSIONAL SOLUTIONS	33.98			07/06/21
						MAY CREDIT CARD FEES				

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FUND 101 GENERAL FUND									
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE							continued		
ACCOUNT TOTAL							110.13	.00	110.13
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
1967				12/21 AP 06/08/21	0395943	BAKER & TAYLOR BOOKS	23.75		07/02/21
ADULT BOOKS (MEM RAPP)									
1967				12/21 AP 05/21/21	0395943	BAKER & TAYLOR BOOKS	9.45		07/02/21
ADULT BOOKS (MEM RAPP)									
ACCOUNT TOTAL							33.20	.00	33.20
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
2046				12/21 AP 06/22/21	0395943	BAKER & TAYLOR BOOKS	19.24		07/02/21
FOTL:ADULT-ADULT CD BOOKS									
1967				12/21 AP 05/24/21	0395943	BAKER & TAYLOR BOOKS	18.20		07/02/21
FOTL ADMINISTRATION-ADULT BOOKS									
49				02/22 AP 07/01/21	0000000	BAKER & TAYLOR BOOKS	124.92		07/09/21
FOTL:ADULT-ADULT BOOKS									
51				02/22 AP 07/01/21	0000000	BAKER & TAYLOR BOOKS		124.92	07/09/21
FOTL:ADULT-ADULT BOOKS REVERSE UPDATED BATCH ERR									
ACCOUNT TOTAL							162.36	124.92	37.44
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
2046				12/21 AP 06/21/21	0395966	PARKADE PRINTER, INC.	37.34		07/02/21
RAY 2 RMB STORYWALK									
2046				12/21 AP 06/18/21	0395943	BAKER & TAYLOR BOOKS	9.50		07/02/21
BERG 2 RMB SLP '21-YOUTH BOOKS									
1967				12/21 AP 06/14/21	0395943	BAKER & TAYLOR BOOKS	17.98		07/02/21
BERG 2 RMB SLP '21-YOUTH BOOKS									
1967				12/21 AP 06/08/21	0395971	STICKFORT ELECTRIC CO., INC.	2,475.00		07/02/21
BUILDING 2RMB CIP CARPET-FLOOR BOX COVERS									
1967				12/21 AP 05/27/21	0395943	BAKER & TAYLOR BOOKS	9.50		07/02/21
BERG 2 RMB SLP '21-YOUTH BOOKS									
1967				12/21 AP 05/21/21	0395943	BAKER & TAYLOR BOOKS	9.50		07/02/21
BERG 2 RMB SLP '21-YOUTH BOOKS									
1				01/22 AP 07/01/21	0395973	YE OLDE STRIPPERY	2,752.00		07/02/21
BLDNG 2 RMB REUPHOLSTERY-MATERIALS COST									
ACCOUNT TOTAL							5,310.82	.00	5,310.82
101-1060-423.93-01 EQUIPMENT / EQUIPMENT									
1967				12/21 AP 06/01/21	0395946	CDW GOVERNMENT, INC.	57.90		07/02/21
BATTERY BACKUP FOR BUS. OFFICE									
ACCOUNT TOTAL							57.90	.00	57.90

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FUND 101 GENERAL FUND									
101-1061-423.71-11						OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP			
1967		12/21 AP		05/25/21	0395945	BRODART CO.	237.86		07/02/21
1967		12/21 AP		04/26/21	0395955	8.5 X 5.25" BOOK COVERS FINDAWAY WORLD LLC	26.94		07/02/21
49		02/22 AP		06/30/21	0000000	PLAYAWAY LANYARDS (X 25) DEMCO, INC	142.38		07/09/21
51		02/22 AP		06/30/21	0000000	NEW & HOLIDAY LABELS, CAT SLOTH, DRAGON STICKERS DEMCO, INC		142.38	07/09/21
49		02/22 AP		06/29/21	0000000	NEW & HOLIDAY LABELS, CAT REVERSE UPDATED BATCH ERR DEMCO, INC	103.58		07/09/21
51		02/22 AP		06/29/21	0000000	WORLD LANGUAGE LABELS, NEW TAPE(3" CORE-RED,YLO) DEMCO, INC		103.58	07/09/21
						WORLD LANGUAGE LABELS, REVERSE UPDATED BATCH ERR			
						ACCOUNT TOTAL	510.76	245.96	264.80
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1967		12/21 AP		06/01/21	0395963	OCLC, INC. 729.27			07/02/21
1967		12/21 AP		05/24/21	0395952	CATALOG AND METADATA SUBSCRIPTION DEMCO, INC	1,855.00		07/02/21
1967		12/21 AP		04/28/21	0395970	SECURITYGATE SUB 5/21/21- 5/20/22 SIRSI CORPORATION	800.00		07/02/21
49		02/22 AP		07/01/21	0000000	SYMPHONY WEB INSTALLATION OCLC, INC.	529.13		07/09/21
49		02/22 AP		07/01/21	0000000	1 YR. SUB. WORLDSHARE ILL 07/01/2021-06/30/2022 OCLC, INC.	743.86		07/09/21
51		02/22 AP		07/01/21	0000000	OCLC MONTHLY SUBSCRIPTION OCLC, INC.		529.13	07/09/21
51		02/22 AP		07/01/21	0000000	1 YR. SUB. WORLDSHARE ILL REVERSE UPDATED BATCH ERR OCLC, INC.		743.86	07/09/21
						OCLC MONTHLY SUBSCRIPTION REVERSE UPDATED BATCH ERR			
						ACCOUNT TOTAL	4,657.26	1,272.99	3,384.27
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
2046		12/21 AP		06/23/21	0395943	BAKER & TAYLOR BOOKS ADULT BOOKS	907.38		07/02/21
2046		12/21 AP		06/22/21	0395943	BAKER & TAYLOR BOOKS ADULT BOOKS	423.72		07/02/21
2046		12/21 AP		06/21/21	0395943	BAKER & TAYLOR BOOKS ADULT BOOKS	597.95		07/02/21
2046		12/21 AP		06/18/21	0395943	BAKER & TAYLOR BOOKS ADULT BOOKS	155.71		07/02/21
2046		12/21 AP		06/17/21	0395943	BAKER & TAYLOR BOOKS ADULT BOOKS	133.17		07/02/21
1967		12/21 AP		06/16/21	0395943	BAKER & TAYLOR BOOKS ADULT BOOKS	496.32		07/02/21
1967		12/21 AP		06/14/21	0395943	BAKER & TAYLOR BOOKS ADULT BOOKS	780.40		07/02/21

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FUND 101 GENERAL FUND									
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
1967		ADULT BOOKS							
	12/21	AP	06/10/21	0395943	BAKER & TAYLOR BOOKS	90.00			07/02/21
1967		ADULT BOOKS							
	12/21	AP	06/09/21	0395943	BAKER & TAYLOR BOOKS	402.93			07/02/21
1967		ADULT BOOKS							
	12/21	AP	06/09/21	0395943	BAKER & TAYLOR BOOKS	156.06			07/02/21
1967		ADULT BOOKS							
	12/21	AP	06/08/21	0395943	BAKER & TAYLOR BOOKS	400.09			07/02/21
1967		ADULT BOOKS							
	12/21	AP	06/07/21	0395943	BAKER & TAYLOR BOOKS	150.83			07/02/21
1967		ADULT BOOKS							
	12/21	AP	06/03/21	0395943	BAKER & TAYLOR BOOKS	286.22			07/02/21
1967		ADULT BOOKS							
	12/21	AP	06/02/21	0395943	BAKER & TAYLOR BOOKS	408.27			07/02/21
1967		ADULT BOOKS							
	12/21	AP	06/01/21	0395943	BAKER & TAYLOR BOOKS	230.37			07/02/21
1967		ADULT BOOKS							
	12/21	AP	05/27/21	0395943	BAKER & TAYLOR BOOKS	198.13			07/02/21
1967		ADULT BOOKS							
	12/21	AP	05/25/21	0395943	BAKER & TAYLOR BOOKS	543.76			07/02/21
1967		ADULT BOOKS							
	12/21	AP	05/24/21	0395943	BAKER & TAYLOR BOOKS	574.89			07/02/21
1967		ADULT BOOKS							
	12/21	AP	05/21/21	0395943	BAKER & TAYLOR BOOKS	120.93			07/02/21
49		ADULT BOOKS							
	02/22	AP	07/06/21	0000000	BAKER & TAYLOR BOOKS	304.82			07/09/21
51		ADULT BOOKS							
	02/22	AP	07/06/21	0000000	BAKER & TAYLOR BOOKS		304.82		07/09/21
49		ADULT BOOKS			REVERSE UPDATED BATCH ERR				
	02/22	AP	07/02/21	0000000	BAKER & TAYLOR BOOKS	440.84			07/09/21
51		ADULT BOOKS							
	02/22	AP	07/02/21	0000000	BAKER & TAYLOR BOOKS		440.84		07/09/21
49		ADULT BOOKS			REVERSE UPDATED BATCH ERR				
	02/22	AP	07/01/21	0000000	BAKER & TAYLOR BOOKS	369.47			07/09/21
51		ADULT BOOKS							
	02/22	AP	07/01/21	0000000	BAKER & TAYLOR BOOKS		369.47		07/09/21
		ADULT BOOKS			REVERSE UPDATED BATCH ERR				
ACCOUNT TOTAL							8,172.26	1,115.13	7,057.13
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
2046		YOUNG ADULT BOOKS							
	12/21	AP	06/23/21	0395943	BAKER & TAYLOR BOOKS	608.68			07/02/21
2046		YOUNG ADULT BOOKS							
	12/21	AP	06/22/21	0395943	BAKER & TAYLOR BOOKS	6.59			07/02/21
2046		YOUNG ADULT BOOKS							
	12/21	AP	06/21/21	0395943	BAKER & TAYLOR BOOKS	50.36			07/02/21
2046		YOUNG ADULT BOOKS							
	12/21	AP	06/18/21	0395943	BAKER & TAYLOR BOOKS	47.62			07/02/21

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FUND 101 GENERAL FUND										
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS							continued			
2046				12/21 AP 06/17/21	0395943	BAKER & TAYLOR BOOKS	83.85			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 06/16/21	0395943	BAKER & TAYLOR BOOKS	55.15			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 06/14/21	0395943	BAKER & TAYLOR BOOKS	42.52			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 06/10/21	0395943	BAKER & TAYLOR BOOKS	498.61			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 06/09/21	0395943	BAKER & TAYLOR BOOKS	28.62			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 06/08/21	0395943	BAKER & TAYLOR BOOKS	33.85			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 06/07/21	0395943	BAKER & TAYLOR BOOKS	10.63			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 06/02/21	0395943	BAKER & TAYLOR BOOKS	41.86			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 06/01/21	0395943	BAKER & TAYLOR BOOKS	63.96			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 05/27/21	0395943	BAKER & TAYLOR BOOKS	50.37			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 05/25/21	0395943	BAKER & TAYLOR BOOKS	13.99			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 05/24/21	0395943	BAKER & TAYLOR BOOKS	31.55			07/02/21
				YOUNG ADULT BOOKS						
1967				12/21 AP 05/21/21	0395943	BAKER & TAYLOR BOOKS	41.34			07/02/21
				YOUNG ADULT BOOKS						
49				02/22 AP 07/06/21	0000000	BAKER & TAYLOR BOOKS	36.75			07/09/21
				YOUNG ADULT BOOKS						
51				02/22 AP 07/06/21	0000000	BAKER & TAYLOR BOOKS		36.75		07/09/21
				YOUNG ADULT BOOKS REVERSE UPDATED BATCH ERR						
49				02/22 AP 07/02/21	0000000	BAKER & TAYLOR BOOKS	24.58			07/09/21
				YOUNG ADULT BOOKS						
51				02/22 AP 07/02/21	0000000	BAKER & TAYLOR BOOKS		24.58		07/09/21
				YOUNG ADULT BOOKS REVERSE UPDATED BATCH ERR						
49				02/22 AP 07/01/21	0000000	BAKER & TAYLOR BOOKS	61.09			07/09/21
				YOUNG ADULT BOOKS						
51				02/22 AP 07/01/21	0000000	BAKER & TAYLOR BOOKS		61.09		07/09/21
				YOUNG ADULT BOOKS REVERSE UPDATED BATCH ERR						
ACCOUNT TOTAL							1,831.97	122.42		1,709.55
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
2046				12/21 AP 06/23/21	0395943	BAKER & TAYLOR BOOKS	9.49			07/02/21
				YOUTH BOOKS						
2046				12/21 AP 06/22/21	0395943	BAKER & TAYLOR BOOKS	11.99			07/02/21
				YOUTH BOOKS						
2046				12/21 AP 06/21/21	0395960	LIBRARY IDEAS, LLC	39.95			07/02/21

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FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS							continued		
						YOUTH BOOKS			
2046		12/21 AP		06/21/21	0395943	BAKER & TAYLOR BOOKS	34.28		07/02/21
						YOUTH BOOKS			
2046		12/21 AP		06/18/21	0395943	BAKER & TAYLOR BOOKS	54.21		07/02/21
						YOUTH BOOKS			
2046		12/21 AP		06/17/21	0395943	BAKER & TAYLOR BOOKS	62.67		07/02/21
						YOUTH BOOKS			
2046		12/21 AP		06/17/21	0395960	LIBRARY IDEAS, LLC	727.15		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/16/21	0395943	BAKER & TAYLOR BOOKS	91.76		07/02/21
						YOUTH BOOKS			
2046		12/21 AP		06/16/21	0395943	BAKER & TAYLOR BOOKS	435.85		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/14/21	0395943	BAKER & TAYLOR BOOKS	202.12		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/10/21	0395943	BAKER & TAYLOR BOOKS	87.70		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/09/21	0395943	BAKER & TAYLOR BOOKS	131.59		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/08/21	0395943	BAKER & TAYLOR BOOKS	186.30		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/07/21	0395943	BAKER & TAYLOR BOOKS	197.14		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/03/21	0395943	BAKER & TAYLOR BOOKS	87.61		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/02/21	0395943	BAKER & TAYLOR BOOKS	619.62		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/02/21	0395943	BAKER & TAYLOR BOOKS	274.10		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/01/21	0395943	BAKER & TAYLOR BOOKS	47.42		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		06/01/21	0395943	BAKER & TAYLOR BOOKS	935.43		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		05/28/21	0395943	BAKER & TAYLOR BOOKS	47.37		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		05/27/21	0395943	BAKER & TAYLOR BOOKS	54.03		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		05/25/21	0395943	BAKER & TAYLOR BOOKS	45.32		07/02/21
						YOUTH BOOKS			
1967		12/21 AP		05/21/21	0395943	BAKER & TAYLOR BOOKS	163.48		07/02/21
						YOUTH BOOKS			
49		02/22 AP		07/07/21	0000000	BAKER & TAYLOR BOOKS	1,443.68		07/09/21
						YOUTH BOOKS			
51		02/22 AP		07/07/21	0000000	BAKER & TAYLOR BOOKS		1,443.68	07/09/21
						REVERSE UPDATED BATCH ERR			
49		02/22 AP		07/06/21	0000000	BAKER & TAYLOR BOOKS	22.03		07/09/21
						YOUTH BOOKS			
51		02/22 AP		07/06/21	0000000	BAKER & TAYLOR BOOKS		22.03	07/09/21
						REVERSE UPDATED BATCH ERR			

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FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
49		02/22 AP		07/02/21	0000000	BAKER & TAYLOR BOOKS	842.70		07/09/21
		YOUTH BOOKS							
49		02/22 AP		07/02/21	0000000	BAKER & TAYLOR BOOKS	13.99		07/09/21
		YOUTH BOOKS							
51		02/22 AP		07/02/21	0000000	BAKER & TAYLOR BOOKS		842.70	07/09/21
		YOUTH BOOKS				REVERSE UPDATED BATCH ERR			
51		02/22 AP		07/02/21	0000000	BAKER & TAYLOR BOOKS		13.99	07/09/21
		YOUTH BOOKS				REVERSE UPDATED BATCH ERR			
49		02/22 AP		07/01/21	0000000	BAKER & TAYLOR BOOKS	12.87		07/09/21
		YOUTH BOOKS							
51		02/22 AP		07/01/21	0000000	BAKER & TAYLOR BOOKS		12.87	07/09/21
		YOUTH BOOKS				REVERSE UPDATED BATCH ERR			
ACCOUNT TOTAL							6,881.85	2,335.27	4,546.58
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
1967		12/21 AP		06/09/21	0395943	BAKER & TAYLOR BOOKS	31.79		07/02/21
		LARGE PRINT BOOKS							
1967		12/21 AP		06/09/21	0395948	CENGAGE LEARNING INC	51.78		07/02/21
		LARGE PRINT BOOKS							
1967		12/21 AP		06/01/21	0395949	CENTER POINT LARGE PRINT	46.74		07/02/21
		LARGE PRINT BOOKS							
1967		12/21 AP		05/27/21	0395943	BAKER & TAYLOR BOOKS	18.00		07/02/21
		LARGE PRINT BOOKS							
1967		12/21 AP		05/26/21	0395948	CENGAGE LEARNING INC	106.36		07/02/21
		LARGE PRINT BOOKS							
1967		12/21 AP		05/25/21	0395943	BAKER & TAYLOR BOOKS	71.35		07/02/21
		LARGE PRINT BOOKS							
1967		12/21 AP		05/24/21	0395943	BAKER & TAYLOR BOOKS	21.00		07/02/21
		LARGE PRINT BOOKS							
49		02/22 AP		07/01/21	0000000	CENTER POINT LARGE PRINT	46.74		07/09/21
		LARGE PRINT BOOKS							
51		02/22 AP		07/01/21	0000000	CENTER POINT LARGE PRINT		46.74	07/09/21
		LARGE PRINT BOOKS				REVERSE UPDATED BATCH ERR			
ACCOUNT TOTAL							393.76	46.74	347.02
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
2046		12/21 AP		06/22/21	0395943	BAKER & TAYLOR BOOKS	90.72		07/02/21
		ADULT CD BOOKS							
2046		12/21 AP		06/16/21	0395944	BAKER & TAYLOR ENTERTAINMENT	13.95		07/02/21
		ADULT CD MUSIC							
1967		12/21 AP		06/14/21	0395944	BAKER & TAYLOR ENTERTAINMENT	13.95		07/02/21
		ADULT CD MUSIC							
1967		12/21 AP		06/11/21	0395955	FINDAWAY WORLD LLC	341.20		07/02/21
		ADULT PLAYAWAY AUDIO							
1967		12/21 AP		06/10/21	0395943	BAKER & TAYLOR BOOKS	19.59		07/02/21

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FUND 101 GENERAL FUND								
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO						continued		
					ADULT CD BOOKS			
1967		12/21 AP		06/09/21	0395943 BAKER & TAYLOR BOOKS	21.99		07/02/21
					ADULT CD BOOKS			
1967		12/21 AP		06/09/21	0395944 BAKER & TAYLOR ENTERTAINMENT	8.81		07/02/21
					ADULT CD MUSIC			
1967		12/21 AP		06/08/21	0395944 BAKER & TAYLOR ENTERTAINMENT	10.28		07/02/21
					ADULT CD MUSIC			
1967		12/21 AP		06/07/21	0395943 BAKER & TAYLOR BOOKS	16.47		07/02/21
					ADULT CD BOOKS			
1967		12/21 AP		06/03/21	0395944 BAKER & TAYLOR ENTERTAINMENT	38.90		07/02/21
					ADULT CD MUSIC			
1967		12/21 AP		05/27/21	0395944 BAKER & TAYLOR ENTERTAINMENT	9.54		07/02/21
					ADULT CD MUSIC			
1967		12/21 AP		05/26/21	0395944 BAKER & TAYLOR ENTERTAINMENT	8.07		07/02/21
					ADULT CD MUSIC			
1967		12/21 AP		05/24/21	0395944 BAKER & TAYLOR ENTERTAINMENT	147.57		07/02/21
					ADULT CD MUSIC			
49		02/22 AP		07/06/21	0000000 BAKER & TAYLOR BOOKS	16.49		07/09/21
					ADULT CD BOOKS			
51		02/22 AP		07/06/21	0000000 BAKER & TAYLOR BOOKS		16.49	07/09/21
					ADULT CD BOOKS			
49		02/22 AP		07/01/21	0000000 BAKER & TAYLOR BOOKS	19.24		07/09/21
					ADULT CD BOOKS			
51		02/22 AP		07/01/21	0000000 BAKER & TAYLOR BOOKS		19.24	07/09/21
					ADULT CD BOOKS			
49		02/22 AP		06/30/21	0000000 FINDAWAY WORLD LLC	159.22		07/09/21
					ADULT PLAYAWAY AUDIO			
51		02/22 AP		06/30/21	0000000 FINDAWAY WORLD LLC		159.22	07/09/21
					ADULT PLAYAWAY AUDIO			
					REVERSE UPDATED BATCH ERR			
ACCOUNT TOTAL						935.99	194.95	741.04
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO								
2046		12/21 AP		06/24/21	0395944 BAKER & TAYLOR ENTERTAINMENT	43.48		07/02/21
					ADULT VIDEOS			
2046		12/21 AP		06/22/21	0395944 BAKER & TAYLOR ENTERTAINMENT	32.60		07/02/21
					ADULT VIDEOS			
2046		12/21 AP		06/22/21	0395944 BAKER & TAYLOR ENTERTAINMENT	43.48		07/02/21
					ADULT VIDEOS			
2046		12/21 AP		06/22/21	0395944 BAKER & TAYLOR ENTERTAINMENT	202.76		07/02/21
					ADULT VIDEOS			
2046		12/21 AP		06/21/21	0395944 BAKER & TAYLOR ENTERTAINMENT	158.64		07/02/21
					ADULT VIDEOS			
2046		12/21 AP		06/19/21	0395944 BAKER & TAYLOR ENTERTAINMENT	19.21		07/02/21
					ADULT VIDEOS			
2046		12/21 AP		06/17/21	0395944 BAKER & TAYLOR ENTERTAINMENT	7.24		07/02/21
					ADULT VIDEOS			
2046		12/21 AP		06/17/21	0395944 BAKER & TAYLOR ENTERTAINMENT	72.41		07/02/21

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FUND 101 GENERAL FUND									
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued			
1967				ADULT VIDEOS 12/21 AP 06/15/21 0395944	BAKER & TAYLOR ENTERTAINMENT	21.74		07/02/21	
1967				ADULT VIDEOS 12/21 AP 06/11/21 0395961	MIDWEST TAPE, LLC	22.49		07/02/21	
1967				ADULT VIDEOS 12/21 AP 06/09/21 0395944	BAKER & TAYLOR ENTERTAINMENT	10.86		07/02/21	
1967				ADULT VIDEOS 12/21 AP 06/08/21 0395944	BAKER & TAYLOR ENTERTAINMENT	188.40		07/02/21	
1967				ADULT VIDEOS 12/21 AP 06/02/21 0395944	BAKER & TAYLOR ENTERTAINMENT	148.53		07/02/21	
2046				ADULT VIDEOS 12/21 AP 06/02/21 0395944	BAKER & TAYLOR ENTERTAINMENT	7.24		07/02/21	
1967				ADULT VIDEOS 12/21 AP 06/01/21 0395944	BAKER & TAYLOR ENTERTAINMENT	8.69		07/02/21	
1967				ADULT VIDEOS 12/21 AP 06/01/21 0395944	BAKER & TAYLOR ENTERTAINMENT	43.47		07/02/21	
1967				ADULT VIDEOS 12/21 AP 05/28/21 0395944	BAKER & TAYLOR ENTERTAINMENT	196.91		07/02/21	
1967				ADULT VIDEOS 12/21 AP 05/26/21 0395944	BAKER & TAYLOR ENTERTAINMENT	38.37		07/02/21	
1967				ADULT VIDEOS 12/21 AP 05/25/21 0395944	BAKER & TAYLOR ENTERTAINMENT	25.36		07/02/21	
1967				ADULT VIDEOS 12/21 AP 05/24/21 0395944	BAKER & TAYLOR ENTERTAINMENT	46.33		07/02/21	
1967				ADULT VIDEOS 12/21 AP 05/22/21 0395944	BAKER & TAYLOR ENTERTAINMENT	14.49		07/02/21	
1967				ADULT VIDEOS 12/21 AP 05/21/21 0395944	BAKER & TAYLOR ENTERTAINMENT	7.24		07/02/21	
1967				ADULT VIDEOS 12/21 AP 05/21/21 0395944	BAKER & TAYLOR ENTERTAINMENT	10.87		07/02/21	
49				ADULT VIDEOS 02/22 AP 06/30/21 0000000	BAKER & TAYLOR ENTERTAINMENT	45.61		07/09/21	
51				ADULT VIDEOS 02/22 AP 06/30/21 0000000	BAKER & TAYLOR ENTERTAINMENT REVERSE UPDATED BATCH ERR		45.61	07/09/21	
49				ADULT VIDEOS 02/22 AP 06/29/21 0000000	BAKER & TAYLOR ENTERTAINMENT	27.54		07/09/21	
51				ADULT VIDEOS 02/22 AP 06/29/21 0000000	BAKER & TAYLOR ENTERTAINMENT REVERSE UPDATED BATCH ERR		27.54	07/09/21	
ACCOUNT TOTAL						1,443.96	73.15	1,370.81	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
2046				12/21 AP 06/23/21 0395958	INGRAM ENTERTAINMENT INC.	66.99		07/02/21	
2046				ADULT VIDEO GAMES 12/21 AP 06/22/21 0395958	INGRAM ENTERTAINMENT INC.	46.99		07/02/21	
2046				ADULT VIDEO GAMES 12/21 AP 06/22/21 0395958	INGRAM ENTERTAINMENT INC.	66.99		07/02/21	

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FUND 101 GENERAL FUND								
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES						continued		
					YOUNG ADULT VIDEO GAMES			
2046				12/21 AP 06/18/21 0395958	INGRAM ENTERTAINMENT INC.	46.99		07/02/21
					ADULT VIDEO GAMES			
2046				12/21 AP 06/16/21 0395958	INGRAM ENTERTAINMENT INC.	36.99		07/02/21
					YOUNG ADULT VIDEO GAMES			
1967				12/21 AP 06/10/21 0395958	INGRAM ENTERTAINMENT INC.	66.99		07/02/21
					YOUNG ADULT VIDEO GAMES			
1967				12/21 AP 06/09/21 0395958	INGRAM ENTERTAINMENT INC.	66.99		07/02/21
					YOUNG ADULT VIDEO GAMES			
1967				12/21 AP 06/02/21 0395958	INGRAM ENTERTAINMENT INC.	160.96		07/02/21
					ADULT VIDEO GAMES			
1967				12/21 AP 06/02/21 0395958	INGRAM ENTERTAINMENT INC.	66.99		07/02/21
					YOUNG ADULT VIDEO GAMES			
1967				12/21 AP 05/28/21 0395958	INGRAM ENTERTAINMENT INC.	46.99		07/02/21
					YOUNG ADULT VIDEO GAMES			
1967				12/21 AP 05/21/21 0395958	INGRAM ENTERTAINMENT INC.	90.41		07/02/21
					ADULT VIDEO GAMES			
1967				12/21 AP 05/21/21 0395958	INGRAM ENTERTAINMENT INC.	120.55		07/02/21
					YOUNG ADULT VIDEO GAMES			
1967				12/21 AP 05/15/21 0395951	DEARREADER.COM	485.00		07/02/21
					1 YR. SUBSCRIPTION 6/1/21			
1				01/22 AP 07/01/21 0395962	NEWSBANK, INC	560.00		07/02/21
					WCF COURIER ONLINE SUB. 07/2021-06/2022			
49				02/22 AP 07/01/21 0000000	INGRAM ENTERTAINMENT INC.	56.99		07/09/21
					YOUNG ADULT VIDEO GAMES			
49				02/22 AP 07/01/21 0000000	PROQUEST, LLC	3,000.00		07/09/21
					NEWSPAPERS.COM-IOWA SUB. 07/01/21-06/30/22			
49				02/22 AP 07/01/21 0000000	PROQUEST, LLC	1,109.72		07/09/21
					AF AM HERITAGE DATABASE 07/01/2021-06/30/2022			
49				02/22 AP 07/01/21 0000000	PROQUEST, LLC	2,388.17		07/09/21
					ANCESTRY HERITAGE QUEST 07/01/2021-06/30/2022			
51				02/22 AP 07/01/21 0000000	INGRAM ENTERTAINMENT INC.		56.99	07/09/21
					YOUNG ADULT VIDEO GAMES REVERSE UPDATED BATCH ERR			
51				02/22 AP 07/01/21 0000000	PROQUEST, LLC		3,000.00	07/09/21
					NEWSPAPERS.COM-IOWA SUB. REVERSE UPDATED BATCH ERR			
51				02/22 AP 07/01/21 0000000	PROQUEST, LLC		1,109.72	07/09/21
					AF AM HERITAGE DATABASE REVERSE UPDATED BATCH ERR			
51				02/22 AP 07/01/21 0000000	PROQUEST, LLC		2,388.17	07/09/21
					ANCESTRY HERITAGE QUEST REVERSE UPDATED BATCH ERR			
1				01/22 AP 06/01/21 0395953	EBSCO INFORMATION SERVICES	2,055.00		07/02/21
					NOVELIST PLUS FY22 RENEWL			
ACCOUNT TOTAL						10,539.71	6,554.88	3,984.83
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS								
1				01/22 AP 05/16/21 0395967	PEOPLE MAGAZINE	126.54		07/02/21
					MAGAZINE SUB. PEOPLE 1 YR			
ACCOUNT TOTAL						126.54	.00	126.54

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FUND 101 GENERAL FUND									
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO									
2046		12/21	AP	06/21/21	0395943	BAKER & TAYLOR BOOKS	27.49		07/02/21
						YOUTH CD BOOKS			
2046		12/21	AP	06/18/21	0395943	BAKER & TAYLOR BOOKS	35.74		07/02/21
						YOUTH CD BOOKS			
2046		12/21	AP	06/17/21	0395943	BAKER & TAYLOR BOOKS	21.99		07/02/21
						YOUTH CD BOOKS			
1967		12/21	AP	06/16/21	0395943	BAKER & TAYLOR BOOKS	27.49		07/02/21
						YOUTH CD BOOKS			
1967		12/21	AP	06/07/21	0395943	BAKER & TAYLOR BOOKS	10.99		07/02/21
						YOUTH CD BOOKS			
1967		12/21	AP	05/27/21	0395955	FINDAWAY WORLD LLC	629.93		07/02/21
						YOUTH PLAYAWAY AUDIO			
1967		12/21	AP	05/24/21	0395943	BAKER & TAYLOR BOOKS	21.99		07/02/21
						YOUTH CD BOOKS			
49		02/22	AP	07/07/21	0000000	BAKER & TAYLOR BOOKS	19.24		07/09/21
						YOUTH CD BOOKS			
51		02/22	AP	07/07/21	0000000	BAKER & TAYLOR BOOKS		19.24	07/09/21
						YOUTH CD BOOKS			
49		02/22	AP	07/06/21	0000000	BAKER & TAYLOR BOOKS	19.24		07/09/21
						YOUTH CD BOOKS			
51		02/22	AP	07/06/21	0000000	BAKER & TAYLOR BOOKS		19.24	07/09/21
						YOUTH CD BOOKS			
						REVERSE UPDATED BATCH ERR			
						ACCOUNT TOTAL	814.10	38.48	775.62
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
1967		12/21	AP	06/10/21	0395955	FINDAWAY WORLD LLC	759.95		07/02/21
						YOUTH PLAYAWAY LAUNCHPADS			
						ACCOUNT TOTAL	759.95	.00	759.95
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO									
1967		12/21	AP	06/16/21	0395943	BAKER & TAYLOR BOOKS	21.99		07/02/21
						YOUNG ADULT CD BOOKS			
1967		12/21	AP	06/01/21	0395943	BAKER & TAYLOR BOOKS	32.99		07/02/21
						YOUNG ADULT CD BOOKS			
1967		12/21	AP	05/27/21	0395943	BAKER & TAYLOR BOOKS	25.29		07/02/21
						YOUNG ADULT CD BOOKS			
49		02/22	AP	07/06/21	0000000	BAKER & TAYLOR BOOKS	21.99		07/09/21
						YOUNG ADULT CD BOOKS			
51		02/22	AP	07/06/21	0000000	BAKER & TAYLOR BOOKS		21.99	07/09/21
						YOUNG ADULT CD BOOKS			
						REVERSE UPDATED BATCH ERR			
						ACCOUNT TOTAL	102.26	21.99	80.27
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO									

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FUND 101 GENERAL FUND										
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO						continued				
2046		12/21	AP	06/17/21	0395944	BAKER & TAYLOR ENTERTAINMENT	32.61			07/02/21
		YOUNG ADULT VIDEOS								
1967		12/21	AP	05/27/21	0395944	BAKER & TAYLOR ENTERTAINMENT	68.86			07/02/21
		YOUNG ADULT VIDEOS								
1967		12/21	AP	05/26/21	0395944	BAKER & TAYLOR ENTERTAINMENT	65.23			07/02/21
		YOUNG ADULT VIDEOS								
ACCOUNT TOTAL							166.70	.00	166.70	
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS										
2046		12/21	AP	06/24/21	0395964	OVERDRIVE, INC.	641.07			07/02/21
		ADULT E-BOOKS								
2046		12/21	AP	06/24/21	0395964	OVERDRIVE, INC.	43.96			07/02/21
		ADULT E-BOOKS								
1967		12/21	AP	06/08/21	0395964	OVERDRIVE, INC.	847.42			07/02/21
		ADULT E-BOOKS								
1967		12/21	AP	05/31/21	0395964	OVERDRIVE, INC.	328.72			07/02/21
		ADULT E-BOOKS								
1967		12/21	AP	05/28/21	0395964	OVERDRIVE, INC.	133.93			07/02/21
		ADULT E-BOOKS								
49		02/22	AP	07/09/21	0000000	LIBRARY IDEAS, LLC	8,569.00			07/09/21
		FREEGAL MUSIC & STREAMING SUB 7/9/21-7/8/22								
51		02/22	AP	07/09/21	0000000	LIBRARY IDEAS, LLC		8,569.00		07/09/21
		FREEGAL MUSIC & STREAMING REVERSE UPDATED BATCH ERR								
ACCOUNT TOTAL							10,564.10	8,569.00	1,995.10	
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS										
1967		12/21	AP	05/31/21	0395964	OVERDRIVE, INC.	82.50			07/02/21
		YOUNG ADULT E-BOOKS								
ACCOUNT TOTAL							82.50	.00	82.50	
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
1967		12/21	AP	06/16/21	0395964	OVERDRIVE, INC.	1,193.95			07/02/21
		YOUTH E-BOOKS								
1967		12/21	AP	06/14/21	0395964	OVERDRIVE, INC.	631.83			07/02/21
		YOUTH E-BOOKS								
1967		12/21	AP	05/31/21	0395964	OVERDRIVE, INC.	19.99			07/02/21
		YOUTH E-BOOKS								
1		01/22	AP	08/01/21	0395972	TUMBLEWEED PRESS INC	799.00			07/02/21
		SUB 2 TUMBLE LIB. PREMIUM 08/10/2021-08/10/2022								
ACCOUNT TOTAL							2,644.77	.00	2,644.77	

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FUND 101 GENERAL FUND									
101-1199-421.31-11						HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS			
73				01/22 AP 07/06/21	0395985	FRIENDS OF THE HEARST FRIENDS ITEMS SOLD	17.95		07/14/21
						CHARGED ON CITY MERCH.#			
						ACCOUNT TOTAL	17.95	.00	17.95
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY									
1967				12/21 AP 05/19/21	0395946	CDW GOVERNMENT, INC.	20.82		07/02/21
						PRINTER SWITCH			
1967				12/21 AP 05/17/21	0395946	CDW GOVERNMENT, INC.	315.72		07/02/21
						PORTABLE PA SYSTEM			
						ACCOUNT TOTAL	336.54	.00	336.54
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
58				01/22 AP 07/09/21	0395980	BLACK HAWK CO.RECORDER	47.00		07/12/21
						RCD:NTC.FNL.ASSESS.PROC. D.BUSHBY-2013 MAPLEWOOD			
58				01/22 AP 07/09/21	0395980	BLACK HAWK CO.RECORDER	57.00		07/12/21
						RCD:STRM.WTR.MAINT.& RPR. AGRMT.-STRICKLER PROPERT.			
58				01/22 AP 07/09/21	0395980	BLACK HAWK CO.RECORDER	12.00		07/12/21
						RCD:LIEN NTC.& PROM.NOTE 1619 CLAY-B.DANIELS			
58				01/22 AP 07/09/21	0395980	BLACK HAWK CO.RECORDER	22.00		07/12/21
						RCD:UTIL.& ACCESS AGRMT. PINNACLE PRAIRIE COMM. S.			
						ACCOUNT TOTAL	138.00	.00	138.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
2128				12/21 AP 06/15/21	0395933	CEDAR FALLS UTILITIES	71.10		07/02/21
						UTILITIES THRU 06/15/21			
2047				12/21 AP 06/02/21	0005666	PROFESSIONAL SOLUTIONS	44.47		07/06/21
						MAY CREDIT CARD FEES			
						ACCOUNT TOTAL	115.57	.00	115.57
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS									
58				01/22 AP 07/06/21	0395983	NAGLE SIGNS INC	50.00		07/12/21
						REF:DESIGN REVIEW APPLIC. IFC SIGN-206 MAIN/NAGLE			
						ACCOUNT TOTAL	50.00	.00	50.00
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2047				12/21 AP 06/02/21	0005673	PROFESSIONAL SOLUTIONS	767.42		07/06/21
						MAY CREDIT CARD FEES			
2047				12/21 AP 06/02/21	0005674	PROFESSIONAL SOLUTIONS	558.43		07/06/21
						MAY CREDIT CARD FEES			

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FUND 101 GENERAL FUND									
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued			
ACCOUNT TOTAL						1,325.85	.00	1,325.85	
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE									
2128		12/21	AP	06/30/21	0395932 BETH DANIELS	5,000.00			07/02/21
					1/2 DNPMT.RENT.CONV.INCNT 1619 CLAY STREET				
ACCOUNT TOTAL						5,000.00	.00	5,000.00	
101-2253-423.85-01 UTILITIES / UTILITIES									
2128		12/21	AP	06/15/21	0395933 CEDAR FALLS UTILITIES	343.53			07/02/21
					UTILITIES THRU 06/15/21				
ACCOUNT TOTAL						343.53	.00	343.53	
101-2253-423.89-04 MISCELLANEOUS SERVICES / SALES TAX									
2047		12/21	AP	06/22/21	0005658 IOWA DEPT.OF REVENUE	16,301.23			07/06/21
					SEMI MONTHLY SALES TAX RECREATION				
2047		12/21	AP	06/08/21	0005656 IOWA DEPT.OF REVENUE	2,640.61			07/06/21
					SEMI MONTHLY SALES TAX RECREATION				
ACCOUNT TOTAL						18,941.84	.00	18,941.84	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2159		12/21	AP	07/09/21	0395982 JAMIE MANGRICH	600.00			07/12/21
					REFUND-DISC. POOL PASSES				
ACCOUNT TOTAL						600.00	.00	600.00	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2047		12/21	AP	06/08/21	0005641 COMMUNITY BANKERS MERCHANT SV	262.39			07/06/21
					MAY CREDIT CARD FEES				
2047		12/21	AP	06/08/21	0005681 VANTIV INTEGRATED PAYMENT SOL	80.00			07/06/21
					GATEWAY FEES 05/01-05/31/21				
2047		12/21	AP	06/02/21	0005676 PROFESSIONAL SOLUTIONS	47.74			07/06/21
					MAY CREDIT CARD FEES				
2047		12/21	AP	06/02/21	0005677 PROFESSIONAL SOLUTIONS	400.86			07/06/21
					MAY CREDIT CARD FEES				
2047		12/21	AP	06/02/21	0005670 PROFESSIONAL SOLUTIONS	1,361.23			07/06/21
					MAY CREDIT CARD FEES				
ACCOUNT TOTAL						2,152.22	.00	2,152.22	

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FUND 101 GENERAL FUND								
101-2280-423.89-15					MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
2047		12/21	AP	06/08/21	0005641 COMMUNITY BANKERS MERCHANT SV	1.83		07/06/21
					MAY CREDIT CARD FEES			
2047		12/21	AP	06/02/21	0005671 PROFESSIONAL SOLUTIONS	53.21		07/06/21
					MAY CREDIT CARD FEES			
					ACCOUNT TOTAL	55.04	.00	55.04
101-4511-414.85-01 UTILITIES / UTILITIES								
2128		12/21	AP	06/15/21	0395933 CEDAR FALLS UTILITIES	395.71		07/02/21
					UTILITIES THRU 06/15/21			
					ACCOUNT TOTAL	395.71	.00	395.71
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
2047		12/21	AP	06/11/21	0005662 ISOLVED BENEFIT SERVICES, INC	100.00		07/06/21
					HEALTH INS. REIMBURSEMENT			
2047		12/21	AP	06/11/21	0005662 ISOLVED BENEFIT SERVICES, INC	36.60		07/06/21
					HEALTH INS. REIMBURSEMENT			
2047		12/21	AP	06/11/21	0005662 ISOLVED BENEFIT SERVICES, INC	71.09		07/06/21
					HEALTH INS. REIMBURSEMENT			
2047		12/21	AP	06/11/21	0005662 ISOLVED BENEFIT SERVICES, INC	30.00		07/06/21
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	237.69	.00	237.69
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2128		12/21	AP	06/15/21	0395933 CEDAR FALLS UTILITIES	34.97		07/02/21
					UTILITIES THRU 06/15/21			
2047		12/21	AP	06/02/21	0005679 PROFESSIONAL SOLUTIONS	21.56		07/06/21
					MAY CREDIT CARD FEES			
					ACCOUNT TOTAL	56.53	.00	56.53
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
2128		12/21	AP	06/18/21	0395938 YOUNG, NOLAN	162.58		07/02/21
					RMB:TRAVEL-PREC.DRIV.SCH. NEWTON			
					ACCOUNT TOTAL	162.58	.00	162.58
101-6613-433.85-01 UTILITIES / UTILITIES								
2128		12/21	AP	06/15/21	0395933 CEDAR FALLS UTILITIES	449.98		07/02/21
					UTILITIES THRU 06/15/21			
					ACCOUNT TOTAL	449.98	.00	449.98

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FUND 101 GENERAL FUND								
101-6616-446	92-01	STRUCTURE IMPROV & BLDGS /		STRUCTURE IMPROV & BLDGS				
2003		12/21	AP	06/16/21	0395965 P.V. SUPA INC	1,200.00		07/02/21
		LIBRARY CIP PROJECT:		AMH MOVING & RE-INSTALL				
2003		12/21	AP	05/31/21	0395959 LIBRARY FURNITURE INTERNATION	67,600.00		07/02/21
		LIBRARY CIP PROJECT:		FURNITURE MOVING				
ACCOUNT TOTAL						68,800.00	.00	68,800.00
101-6623-423.85-01 UTILITIES / UTILITIES								
2128		12/21	AP	06/15/21	0395933 CEDAR FALLS UTILITIES	313.25		07/02/21
				UTILITIES THRU 06/15/21				
ACCOUNT TOTAL						313.25	.00	313.25
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE								
2174		12/21	AP	07/01/21	0395984 CENTURYLINK	61.51		07/14/21
				CEDAR RIVER GAUGE-JUN'21				
ACCOUNT TOTAL						61.51	.00	61.51
101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
58		01/22	AP	07/07/21	0395979 ANDREASEN, LUKE	300.00		07/12/21
				RMB:LICENSE FEES				
ACCOUNT TOTAL						300.00	.00	300.00
101-6633-423.85-01 UTILITIES / UTILITIES								
2128		12/21	AP	06/15/21	0395933 CEDAR FALLS UTILITIES	998.92		07/02/21
				UTILITIES THRU 06/15/21				
ACCOUNT TOTAL						998.92	.00	998.92
FUND TOTAL						171,744.90	27,862.69	143,882.21
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.64-02	INSURANCE / HEALTH INS. REIMBURSEMENT							
2047		12/21	AP	06/11/21	0005662 ISOLVED BENEFIT SERVICES, INC	100.00		07/06/21
				HEALTH INS. REIMBURSEMENT				
2047		12/21	AP	06/11/21	0005662 ISOLVED BENEFIT SERVICES, INC	247.18		07/06/21
				HEALTH INS. REIMBURSEMENT				
2047		12/21	AP	06/11/21	0005662 ISOLVED BENEFIT SERVICES, INC	152.82		07/06/21
				HEALTH INS. REIMBURSEMENT				
2047		12/21	AP	06/11/21	0005662 ISOLVED BENEFIT SERVICES, INC	100.00		07/06/21

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE

POST DT ----									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT						continued			
						HEALTH INS. REIMBURSEMENT			
2047				12/21	AP 06/11/21 0005662	ISLVED BENEFIT SERVICES, INC	267.57		07/06/21
						HEALTH INS. REIMBURSEMENT			
ACCOUNT TOTAL							867.57	.00	867.57
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
2128				12/21	AP 06/15/21 0395933	CEDAR FALLS UTILITIES	120.32		07/02/21
						UTILITIES THRU 06/15/21			
ACCOUNT TOTAL							120.32	.00	120.32
206-6647-436.85-01 UTILITIES / UTILITIES									
2128				12/21	AP 06/15/21 0395933	CEDAR FALLS UTILITIES	1,065.81		07/02/21
						UTILITIES THRU 06/15/21			
ACCOUNT TOTAL							1,065.81	.00	1,065.81
FUND TOTAL							2,053.70	.00	2,053.70
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	503.00		07/08/21
						HAP WILLIAMS L 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	985.00		07/08/21
						HAP BRINER K 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	481.00		07/08/21
						HAP HUNT M 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	646.00		07/08/21
						HAP DYER A 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	324.00		07/08/21
						HAP SCHWAAB A 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	691.00		07/08/21
						HAP HOFFERT J 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	439.00		07/08/21
						HAP SUMERALL T 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	470.00		07/08/21
						HAP GREGORY L 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	596.00		07/08/21
						HAP RICKS F 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	837.00		07/08/21
						HAP CARLYLE T 072021			
41				01/22	AP 07/01/21 0037740	CHRISTOPHERSON RENTALS	410.00		07/08/21

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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued		
41		01/22 AP		07/01/21	0037741 WINGSB, LLC	104.00		07/08/21
					RE-ISSUE CK#37678			
41		01/22 AP		07/01/21	0037741 WINGSB, LLC	737.00		07/08/21
					RE-ISSUE CK#37738			
		01/22 AP		07/01/21	0037741 WINGSB, LLC			
					RE-ISSUE CK#37738			
ACCOUNT TOTAL						7,223.00	.00	7,223.00
FUND TOTAL						7,223.00	.00	7,223.00
FUND 223 COMMUNITY BLOCK GRANT								
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB.								
2170		12/21 AP		01/04/21	0004613 DANIELS HOME IMPROVEMENT		3,687.50	07/14/21
					REMOVE PROJECT NUMBER			
					CDBG-CV1 REHAB-FINAL PMT.			
					PROJECT#: 022351			
2170		12/21 AP		01/04/21	0004613 DANIELS HOME IMPROVEMENT	3,687.50		07/14/21
					CDBG REHAB-FINAL PMT.			
					2114 GREEN CREEK ROAD			
2170		12/21 AP		12/28/20	0004610 DANIELS HOME IMPROVEMENT		4,037.50	07/14/21
					REMOVE PROJECT NUMBER			
					CDBGCV			
					PROJECT#: 022351			
2170		12/21 AP		12/28/20	0004610 DANIELS HOME IMPROVEMENT	4,037.50		07/14/21
					REG CDBG REHAB			
					2114 GREEN CREEK ROAD			
41		01/22 AP		07/07/21	0004643 BLACK HAWK CO.RECORDER	7.00		07/08/21
					RCO:SATISFACT.& DISCHARGE			
					JOEL & LAURA MEYERS			
ACCOUNT TOTAL						7,732.00	7,725.00	7.00
FUND TOTAL						7,732.00	7,725.00	7.00
FUND 224 TRUST & AGENCY								
FUND 242 STREET REPAIR FUND								
FUND 254 CABLE TV FUND								
FUND 258 PARKING FUND								
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2047		12/21 AP		06/02/21	0005666 PROFESSIONAL SOLUTIONS	9.32		07/06/21
					MAY CREDIT CARD FEES			
2047		12/21 AP		06/02/21	0005667 PROFESSIONAL SOLUTIONS	155.64		07/06/21
					MAY CREDIT CARD FEES			
2047		12/21 AP		06/02/21	0005668 PROFESSIONAL SOLUTIONS	6.95		07/06/21
					MAY CREDIT CARD FEES			
2047		12/21 AP		06/02/21	0005669 PROFESSIONAL SOLUTIONS	6.95		07/06/21
					MAY CREDIT CARD FEES			
ACCOUNT TOTAL						178.86	.00	178.86

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FUND 258 PARKING FUND									
FUND TOTAL						178.86	.00	178.86	
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57				OTHER SUPPLIES / GIFT SHOP					
2047		12/21 AP		06/02/21 0005672	PROFESSIONAL SOLUTIONS	14.25			07/06/21
MAY CREDIT CARD FEES									
ACCOUNT TOTAL						14.25	.00	14.25	
261-2291-423.85-01 UTILITIES / UTILITIES									
2128		12/21 AP		06/15/21 0395933	CEDAR FALLS UTILITIES	73.17			07/02/21
UTILITIES THRU 06/15/21									
ACCOUNT TOTAL						73.17	.00	73.17	
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX									
2047		12/21 AP		06/08/21 0005656	IOWA DEPT.OF REVENUE	13.32			07/06/21
SEMI MONTHLY SALES TAX VISITOR & TOURISM									
ACCOUNT TOTAL						13.32	.00	13.32	
FUND TOTAL						100.74	.00	100.74	
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
2003		12/21 AP		06/05/21 0395947	CEDAR FALLS UTILITIES	894.59			07/02/21
COMMUNITY CNTER UTILITIES									
ACCOUNT TOTAL						894.59	.00	894.59	
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2003		12/21 AP		06/14/21 0395950	CITY LAUNDERING CO.	8.50			07/02/21
COMM. CENTER MAT SERVICE									
ACCOUNT TOTAL						8.50	.00	8.50	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
2057		12/21 AP		06/22/21 0395957	HEARST CENTER FOR THE ARTS	120.00			07/02/21
GROUP ART ACTIVITY									
ACCOUNT TOTAL						120.00	.00	120.00	

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FUND 262						SENIOR SERVICES & COMM CT FUND TOTAL	1,023.09	.00	1,023.09
FUND 291						POLICE FORFEITURE FUND			
FUND 292						POLICE RETIREMENT FUND			
292-5521-415.54-01						WORKERS COMP / POLICE WORKERS COMP			
2047				12/21	AP 06/16/21 0005643	EMC RISK SERVICES, LLC	1,871.82		07/06/21
						WORKER COMP-POLICE CLAIM			
2047				12/21	AP 06/16/21 0005643	EMC RISK SERVICES, LLC	15,618.74		07/06/21
						WORKER COMP-POLICE CLAIM ABBOTT			
						ACCOUNT TOTAL	17,490.56	.00	17,490.56
						FUND TOTAL	17,490.56	.00	17,490.56
FUND 293						FIRE RETIREMENT FUND			
293-4511-414.54-02						WORKERS COMP / FIRE WORKERS COMP			
2047				12/21	AP 06/16/21 0005643	EMC RISK SERVICES, LLC	2,976.16		07/06/21
						WORKER COMP-FIRE CLAIM			
						ACCOUNT TOTAL	2,976.16	.00	2,976.16
						FUND TOTAL	2,976.16	.00	2,976.16
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			

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GROUP	PO	ACCTG	----TRANSACTION----		DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	BALANCE
							POST DT
FUND 436	2012	BOND					
FUND 437	2018	BOND					
FUND 438	2020	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 541	2018	STORM WATER BONDS					
FUND 544	2008	SEWER BONDS					
FUND 545	2006	SEWER BONDS					
FUND 546		SEWER IMPROVEMENT FUND					
FUND 547		SEWER RESERVE FUND					
FUND 548	1997	SEWER BOND FUND					
FUND 549	1992	SEWER BOND FUND					
FUND 550	2000	SEWER BOND FUND					
FUND 551		REFUSE FUND					
551-0000-213.00-00		CURRENT LIABILITY / SALES TAX PAYABLE					
2047	12/21	AP 06/08/21 0005656				IOWA DEPT.OF REVENUE	07/06/21
		SEMI MONTHLY SALES TAX			285.02	COMMERCIAL GARBAGE A/R	
		ACCOUNT TOTAL			285.02	.00	285.02
551-6685-436.72-01		OPERATING SUPPLIES / OPERATING SUPPLIES					
2047	12/21	AP 06/02/21 0005675				PROFESSIONAL SOLUTIONS	07/06/21
		MAY CREDIT CARD FEES			654.82		
2047	12/21	AP 06/02/21 0005666				PROFESSIONAL SOLUTIONS	07/06/21
		MAY CREDIT CARD FEES			23.04		
		ACCOUNT TOTAL			677.86	.00	677.86
551-6685-436.85-01		UTILITIES / UTILITIES					
2128	12/21	AP 06/15/21 0395933				CEDAR FALLS UTILITIES	07/02/21
		UTILITIES THRU 06/15/21			43.20		
		ACCOUNT TOTAL			43.20	.00	43.20
551-6685-436.87-02		RENTALS / MATERIAL DISPOSAL/HANDLIN					
2147	12/21	AP 06/30/21 0395974				BLACK HAWK CO.LANDFILL	07/08/21
		LANDFILL SRV:6/16-6/30/21			22,681.11		
		ACCOUNT TOTAL			22,681.11	.00	22,681.11
551-6685-436.89-04		MISCELLANEOUS SERVICES / SALES TAX					
2047	12/21	AP 06/22/21 0005658				IOWA DEPT.OF REVENUE	07/06/21
		SEMI MONTHLY SALES TAX			76.99	COMMERCIAL GARBAGE	

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GROUP	PO	ACCTG	----TRANSACTION----		DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	BALANCE	
							POST DT	
FUND 551 REFUSE FUND								
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX continued								
2047		12/21 AP	06/08/21	0005656		IOWA DEPT.OF REVENUE	76.20	07/06/21
						SEMI MONTHLY SALES TAX		
						COMMERCIAL GARBAGE		
ACCOUNT TOTAL					153.19	.00	153.19	
FUND TOTAL					23,840.38	.00	23,840.38	
FUND 552 SEWER RENTAL FUND								
552-6655-436.85-01 UTILITIES / UTILITIES								
2128		12/21 AP	06/15/21	0395933		CEDAR FALLS UTILITIES	2,767.53	07/02/21
						UTILITIES THRU 06/15/21		
ACCOUNT TOTAL					2,767.53	.00	2,767.53	
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
73		01/22 AP	07/06/21	0395986		MELISSA BREDDIN	172.76	07/14/21
						RMB:SEWER CLEANING		
						909 IOWA STREET		
PROJECT#:						023253		
ACCOUNT TOTAL					172.76	.00	172.76	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL								
2147		12/21 AP	06/30/21	0395974		BLACK HAWK CO.LANDFILL	90.41	07/08/21
						LANDFILL SRV:6/16-6/30/21		
ACCOUNT TOTAL					90.41	.00	90.41	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX								
2047		12/21 AP	06/22/21	0005658		IOWA DEPT.OF REVENUE	1,850.30	07/06/21
						SEMI MONTHLY SALES TAX		
2047		12/21 AP	06/08/21	0005656		IOWA DEPT.OF REVENUE	7,678.12	07/06/21
						SEMI MONTHLY SALES TAX		
						COMMERCIAL SEWER		
ACCOUNT TOTAL					9,528.42	.00	9,528.42	
FUND TOTAL					12,559.12	.00	12,559.12	

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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				
2131				12/21 AP 06/06/21 0395939	U.S. CELLULAR	2,525.35			07/06/21
					WIRELESS SRV:6/6-7/5/21				
2159				12/21 AP 06/01/21 0395981	CENTURYLINK	53.85			07/12/21
					CITY PHONE SERV.-JUN'21				
58				01/22 AP 07/01/21 0395981	CENTURYLINK	53.85			07/12/21
					CITY PHONE SERV.-JUL'21				
58				01/22 AP 07/01/21 0395981	CENTURYLINK	72.41			07/12/21
					CITY PHONE SERV.-JUL'21				
18				01/22 AP 06/19/21 0395937	VERIZON WIRELESS	1,441.06			07/02/21
					WIRELESS SRV:6/20-7/19/21				
					ACCOUNT TOTAL	4,146.52	.00	4,146.52	
					FUND TOTAL	4,146.52	.00	4,146.52	
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01					INSURANCE / HEALTH INSURANCE				
2047				12/21 AP 06/28/21 0005648	EXPRESS SCRIPTS, INC.	24,828.37			07/06/21
					RX CLAIMS PROCESSING				
2047				12/21 AP 06/25/21 0005689	WELLMARK IOWA	54,149.92			07/06/21
					HEALTH CLAIMS PROCESSING				
2047				12/21 AP 06/21/21 0005647	EXPRESS SCRIPTS, INC.	17,098.18			07/06/21
					RX CLAIMS PROCESSING				
2047				12/21 AP 06/18/21 0005688	WELLMARK IOWA	87,267.81			07/06/21
					HEALTH CLAIMS PROCESSING				
2047				12/21 AP 06/14/21 0005646	EXPRESS SCRIPTS, INC.	33,274.36			07/06/21
					RX CLAIMS PROCESSING				
2047				12/21 AP 06/11/21 0005687	WELLMARK IOWA	25,539.37			07/06/21
					HEALTH CLAIMS PROCESSING				
2047				12/21 AP 06/11/21 0005662	ISOLVED BENEFIT SERVICES, INC	100.00			07/06/21
					HEALTH INS. REIMBURSEMENT				
2047				12/21 AP 06/11/21 0005662	ISOLVED BENEFIT SERVICES, INC	133.55			07/06/21
					HEALTH INS. REIMBURSEMENT				
2047				12/21 AP 06/07/21 0005645	EXPRESS SCRIPTS, INC.	8,432.11			07/06/21
					RX CLAIMS PROCESSING				
2047				12/21 AP 06/04/21 0005686	WELLMARK IOWA	60,944.07			07/06/21
					HEALTH CLAIMS PROCESSING				
2047				12/21 AP 06/02/21 0005685	WELLMARK IOWA	21,273.33			07/06/21
					HEALTH CLAIMS PROCESSING				
2047				12/21 AP 06/01/21 0005644	EXPRESS SCRIPTS, INC.	23,262.17			07/06/21
					RX CLAIMS PROCESSING				
					ACCOUNT TOTAL	356,303.24	.00	356,303.24	

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FUND 680 HEALTH INSURANCE FUND										
680-1902-457	51-06				INSURANCE / DENTAL	INSURANCE				
2047		12/21	AP	06/01/21	0005642	DELTA DENTAL OF IOWA	6,925.34			07/06/21
						JUNE 2021 DENTAL				
ACCOUNT TOTAL							6,925.34	.00	6,925.34	
FUND TOTAL							363,228.58	.00	363,228.58	
FUND 681 HEALTH SEVERANCE										
681-1902-457	51-10				INSURANCE / HEALTH	SEVERANCE PAYMENTS				
2159		12/21	AP	07/08/21	0395978	ANDERSON, ALETA L.	148.50			07/12/21
						RMB:JUNE 2021 HEALTH SEV.				
						MEDICARE-ALETA				
2159		12/21	AP	07/08/21	0395978	ANDERSON, ALETA L.	148.50			07/12/21
						RMB:JUNE 2021 HEALTH SEV.				
						MEDICARE-RICHARD				
2147		12/21	AP	07/07/21	0395977	REGENOLD, SHARON K.	261.17			07/08/21
						RMB:MAY 2021 HEALTH SEV.				
2147		12/21	AP	07/06/21	0395976	LUX, JOSH	106.97			07/08/21
						RMB:HEALTH SEV.1/2 MAR'21				
2147		12/21	AP	07/06/21	0395976	LUX, JOSH	106.97			07/08/21
						RMB:HEALTH SEV.1/2 APR'21				
2147		12/21	AP	07/06/21	0395976	LUX, JOSH	106.97			07/08/21
						RMB:HEALTH SEV.1/2 APR'21				
2147		12/21	AP	07/06/21	0395976	LUX, JOSH	106.97			07/08/21
						RMB:HEALTH SEV.1/2 MAY'21				
2147		12/21	AP	07/06/21	0395976	LUX, JOSH	106.97			07/08/21
						RMB:HEALTH SEV.1/2 MAY'21				
2147		12/21	AP	07/06/21	0395976	LUX, JOSH	106.97			07/08/21
						RMB:HEALTH SEV.1/2 JUN'21				
2147		12/21	AP	07/01/21	0395975	JEHLE, STEVEN	891.00			07/08/21
						RMB:JAN-JUN'21 HEALTH SEV				
						MEDICARE				
2147		12/21	AP	07/01/21	0395975	JEHLE, STEVEN	657.24			07/08/21
						RMB:JAN-JUN'21 HEALTH SEV				
						MEDICARE SUPPLEMENT				
2147		12/21	AP	07/01/21	0395975	JEHLE, STEVEN	213.60			07/08/21
						RMB:JAN-JUN'21 HEALTH SEV				
						PRESCRIPTION				
23		01/22	AP	07/06/21	0395940	WINTERBERG, PATSY	486.00			07/06/21
						RMB:JUL-SEP'21 HEALTH SEV				
						MEDICARE SUPPL.-PATSY				
23		01/22	AP	07/06/21	0395940	WINTERBERG, PATSY	564.90			07/06/21
						RMB:JUL-SEP'21 HEALTH SEV				
						MEDICARE SUPPL.-GAYLEN				
41		01/22	AP	07/06/21	0395976	LUX, JOSH	106.97			07/08/21
						RMB:HEALTH SEV.1/2 JUL'21				
ACCOUNT TOTAL							4,226.67	.00	4,226.67	
FUND TOTAL							4,226.67	.00	4,226.67	

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FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00						PAYROLL LIABILITY / FEDERAL TAXES				
2047				12/21	AP 06/21/21 0005680	UNITED STATES TREASURY	62,792.81			07/06/21
						FEDERAL WITHHOLDING TAX				
2047				12/21	AP 06/07/21 0005671	PROFESSIONAL SOLUTIONS	62,793.69			07/06/21
						FEDERAL WITHHOLDING TAX				
						ACCOUNT TOTAL	125,586.50	.00	125,586.50	
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
2047				12/21	AP 06/21/21 0005659	IOWA DEPT.OF REVENUE	26,990.50			07/06/21
						STATE WITHHOLDING TAX				
2047				12/21	AP 06/07/21 0005657	IOWA DEPT.OF REVENUE	26,742.82			07/06/21
						STATE WITHHOLDING TAX				
						ACCOUNT TOTAL	53,733.32	.00	53,733.32	
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
2047				12/21	AP 06/21/21 0005680	UNITED STATES TREASURY	80,450.86			07/06/21
						SS & MQGE/MEDICARE TAX				
2047				12/21	AP 06/07/21 0005671	PROFESSIONAL SOLUTIONS	78,612.20			07/06/21
						SS & MQGE/MEDICARE TAX				
						ACCOUNT TOTAL	159,063.06	.00	159,063.06	
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
2047				12/21	AP 06/22/21 0005655	I.P.E.R.S.	132,975.73			07/06/21
						IPERS JUNE 2021				
						ACCOUNT TOTAL	132,975.73	.00	132,975.73	
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
2047				12/21	AP 06/30/21 0005684	VOYA FINANCIAL	10,165.00			07/06/21
						EMPLOYEE 457 CONTRIBUTION				
2047				12/21	AP 06/22/21 0005683	VOYA FINANCIAL	8,745.00			07/06/21
						EMPLOYEE 457 CONTRIBUTION				
2047				12/21	AP 06/21/21 0005640	COLLECTION SERVICES CENTER	653.39			07/06/21
						CHILD SUPPORT PAYMENTS				
2047				12/21	AP 06/18/21 0005661	ISOLVED BENEFIT SERVICES, INC	7,216.23			07/06/21
						CAFETERIA PLAN				
2047				12/21	AP 06/07/21 0005639	COLLECTION SERVICES CENTER	653.39			07/06/21
						CHILD SUPPORT PAYMENTS				
2047				12/21	AP 06/04/21 0005660	ISOLVED BENEFIT SERVICES, INC	7,216.23			07/06/21
						CAFETERIA PLAN				
2047				12/21	AP 06/02/21 0005682	VOYA FINANCIAL	37,195.00			07/06/21

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FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE						continued			
						EMPLOYEE 457 CONTRIBUTION 06/04/21 PAYROLL			
73		01/22 AP		07/14/21	0395987	TEAMSTERS LOCAL #238	4,153.84		07/14/21
						UNION DUES-JULY 2021			
						ACCOUNT TOTAL	75,998.08	.00	75,998.08
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
2047		12/21 AP		06/28/21	0005665	MUNICIPAL FIRE & POLICE RETIR MFPRSI RETIREMENT	148,691.27		07/06/21
						ACCOUNT TOTAL	148,691.27	.00	148,691.27
						FUND TOTAL	696,047.96	.00	696,047.96
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
2047		12/21 AP		06/16/21	0005643	EMC RISK SERVICES, LLC	225.00		07/06/21
						WORKER COMP ADMIN FEE			
2047		12/21 AP		06/16/21	0005643	EMC RISK SERVICES, LLC	114.02		07/06/21
						WORKER COMP CLAIM			
						ACCOUNT TOTAL	339.02	.00	339.02
						FUND TOTAL	339.02	.00	339.02
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
18		01/22 AP		07/01/21	0395934	MADISON NATIONAL LIFE INS.CO. LTD - JULY 2021	3,794.98		07/02/21
						ACCOUNT TOTAL	3,794.98	.00	3,794.98
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
18		01/22 AP		07/01/21	0395936	STANDARD INSURANCE COMPANY GROUP LIFE AD/D-JUL'21	3,397.12		07/02/21
						ACCOUNT TOTAL	3,397.12	.00	3,397.12
						FUND TOTAL	7,192.10	.00	7,192.10

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GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.S1-05 INSURANCE / LIABILITY INSURANCE									
2047		12/21 AP	06/16/21	0005643	EMC RISK SERVICES, LLC	391.00		07/06/21	
		LIABILITY CLAIM							
2047		12/21 AP	06/16/21	0005643	EMC RISK SERVICES, LLC	5,929.15		07/06/21	
		LIABILITY CLAIM							
		BRANDT ATTORNEY FEES							
2047		12/21 AP	06/16/21	0005643	EMC RISK SERVICES, LLC	6,449.30		07/06/21	
		LIABILITY CLAIM							
		IAFF ATTORNEY FEES							
ACCOUNT TOTAL						12,769.45	.00	12,769.45	
FUND TOTAL						12,769.45	.00	12,769.45	
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL						1,334,872.81	35,587.69	1,299,285.12	

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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											
2154		12/21	AP	06/22/21	0000000		STOREY KENWORTHY	20.87		07/15/21	
							COPY PAPER				
2154		12/21	AP	06/22/21	0000000		STOREY KENWORTHY	5.51		07/15/21	
							TAPE				
2154		12/21	AP	06/15/21	0000000		STOREY KENWORTHY	4.72		07/15/21	
							HILITERS,CORR TAPE,PENS				
2154		12/21	AP	06/01/21	0000000		STOREY KENWORTHY	20.87		07/15/21	
							COPY PAPER				
57		01/22	AP	07/07/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	4.46		07/15/21	
							POST ITS,PENS,CORR.TAPE				
							ACCOUNT TOTAL	56.43	.00	56.43	
101-1008-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
57		01/22	AP	06/30/21	0000000		SECRETARY, STATE OF IOWA	30.00		07/15/21	
							NOTARY-H HABINCK				
							ACCOUNT TOTAL	30.00	.00	30.00	
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
2163		12/21	AP	07/07/21	0000000		SHRED-IT USA	52.38		07/15/21	
							ON-SITE DOC. DESTRUCTION				
							TICKET #8069243204				
							ACCOUNT TOTAL	52.38	.00	52.38	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2154		12/21	AP	06/22/21	0000000		STOREY KENWORTHY	3.72		07/15/21	
							COPY PAPER				
2154		12/21	AP	06/22/21	0000000		STOREY KENWORTHY	1.38		07/15/21	
							TAPE				
2154		12/21	AP	06/15/21	0000000		STOREY KENWORTHY	1.18		07/15/21	
							HILITERS,CORR TAPE,PENS				
2154		12/21	AP	06/01/21	0000000		STOREY KENWORTHY	3.72		07/15/21	
							COPY PAPER				
57		01/22	AP	07/07/21	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.33		07/15/21	
							POST ITS,PENS,CORR.TAPE				
							ACCOUNT TOTAL	11.33	.00	11.33	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2154		12/21	AP	06/22/21	0000000		STOREY KENWORTHY	50.65		07/15/21	
							COPY PAPER				
2154		12/21	AP	06/22/21	0000000		STOREY KENWORTHY	6.90		07/15/21	
							TAPE				
2154		12/21	AP	06/15/21	0000000		STOREY KENWORTHY	5.88		07/15/21	

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FUND 101 GENERAL FUND									
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
						HILITERS,CORR TAPE,PENS			
2154		12/21 AP		06/01/21	0000000	STOREY KENWORTHY	50.65		07/15/21
						COPY PAPER			
57		01/22 AP		07/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.48		07/15/21
						POST ITS,PENS,CORR.TAPE			
ACCOUNT TOTAL							118.56	.00	118.56
101-1028-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS									
2144		12/21 AP		06/18/21	0137609	US BANK	170.00		07/09/21
						AMERIWORKS			
2144		12/21 AP		06/16/21	0137609	US BANK	135.00		07/09/21
						CTR FOR OCCUPATIONAL MED			
ACCOUNT TOTAL							305.00	.00	305.00
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
2175		12/21 AP		06/30/21	0000000	REGISTER MEDIA	311.35		07/15/21
						JOB AD:LAND SURVEYOR			
2175		12/21 AP		06/30/21	0000000	REGISTER MEDIA	208.35		07/15/21
						JOB AD:LAND SURVEYOR			
2144		12/21 AP		06/15/21	0137609	US BANK	17.67		07/09/21
						LINKEDIN-671*6332894			
2144		12/21 AP		06/15/21	0137609	US BANK	510.07		07/09/21
						LINKEDIN-671*6332894			
2144		12/21 AP		06/14/21	0137609	US BANK	295.00		07/09/21
						ASCE CAREER CENTER			
2144		12/21 AP		06/07/21	0137609	US BANK	128.35		07/09/21
						LINKEDIN 6689513164			
ACCOUNT TOTAL							1,470.79	.00	1,470.79
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
2144		12/21 AP		06/14/21	0137609	US BANK	100.00		07/09/21
						IA PROFESSIONAL LIC BUR			
ACCOUNT TOTAL							100.00	.00	100.00
101-1028-441.89-82 MISCELLANEOUS SERVICES / SECTION 105									
2154		12/21 AP		06/30/21	0000000	UNITED STATES TREASURY	557.94		07/15/21
						PCORI FEES-HRA PLAN 2020			
ACCOUNT TOTAL							557.94	.00	557.94

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FUND 101 GENERAL FUND										
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
57		01/22 AP		07/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.06			07/15/21
						LAYNARD HOLDERS,CLIPS				
57		01/22 AP		07/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.33			07/15/21
						POST ITS,PENS,CORR.TAPE				
ACCOUNT TOTAL							29.39	.00		29.39
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	.46			07/15/21
						TAPE				
2154		12/21 AP		06/15/21	0000000	STOREY KENWORTHY	.39			07/15/21
						HILITERS,CORR TAPE,PENS				
2154		12/21 AP		06/01/21	0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
57		01/22 AP		07/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.83			07/15/21
						POST ITS,PENS,CORR.TAPE				
ACCOUNT TOTAL							9.12	.00		9.12
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
2170		12/21 AP		06/22/21	0137495	DENTONS DAVIS BROWN PC		908.00		07/14/21
						ACCOUNT CORRECTION				
						LGL:RE:IMMIGRATION				
2170		12/21 AP		05/17/21	0137210	DENTONS DAVIS BROWN PC		227.50		07/14/21
						ACCOUNT CORRECTION				
						LGL:RE:IMMIGRATION				
2170		12/21 AP		04/14/21	0136965	DENTONS DAVIS BROWN PC		619.50		07/14/21
						ACCOUNT CORRECTION				
						LGL:RE:IMMIGRATION				
ACCOUNT TOTAL							.00	1,755.00		1,755.00
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2145		12/21 AP		06/14/21	0137609	US BANK	96.31			07/09/21
						AMAZON.COM*219QZ9L41				
2145		12/21 AP		06/10/21	0137609	US BANK	12.99			07/09/21
						AMAZON.COM*2X0IX6PI0				
						3/4" REMOVABLE TAPE &				
2145		12/21 AP		06/07/21	0137609	US BANK	6.04			07/09/21
						AMZN MKTP US*2X03793R0				
						KEYCHAIN RINGS				
2145		12/21 AP		06/04/21	0137609	US BANK	20.74			07/09/21
						AMZN MKTP US*2X5SJ2CG0				
						KEY TAGS & HANGING KEY				
2145		12/21 AP		06/01/21	0137609	US BANK	21.30			07/09/21
						AMZN MKTP US*2X3P30N41				
						FURNITURE SLIDERS				
2145		12/21 AP		05/31/21	0137609	US BANK	21.98			07/09/21
						AMAZON.COM*2R65E16M2 AMZN				
						HANGING FILE FOLDERS				
2145		12/21 AP		05/31/21	0137609	US BANK	30.47			07/09/21
						AMZN MKTP US*2R2D29582				
						HANGING FILE FOLDERS				

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FUND 101 GENERAL FUND									
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
ACCOUNT TOTAL						209.83	0.00	209.83	
2145	12/21	AP	06/14/21	0137609	US BANK	70.00		07/09/21	
INTUIT * QUICKBOOKS MONTHLY SUB.									
2145	12/21	AP	05/31/21	0137609	US BANK	19.99		07/09/21	
WONDERSHARE SOFTWARE(H) WONDERSHARE MKTG.SOFTWARE									
2145	12/21	AP	05/31/21	0137609	US BANK	4.95		07/09/21	
WONDERSHARE SOFTWARE(H) DOWNLOAD INSURANCE SERVICE									
ACCOUNT TOTAL						94.94	0.00	94.94	
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2145	12/21	AP	05/31/21	0137609	US BANK	100.00		07/09/21	
PAYPAL *COSUGI COSUGI MEMBERSHIP DUES									
ACCOUNT TOTAL						100.00	0.00	100.00	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
2145	12/21	AP	06/21/21	0137609	US BANK	9.48		07/09/21	
AMZN MKTP US*2167I9BD1 FOTL:YA-ICING BAG TIP									
2145	12/21	AP	06/18/21	0137609	US BANK	23.45		07/09/21	
SP * LULU PRESS FOTL:ADULT-WCV PROOF									
2145	12/21	AP	06/14/21	0137609	US BANK	60.52		07/09/21	
AMZN MKTP US*2X63G6VB2 FOTL:YA-FOOD COLORING,									
2145	12/21	AP	06/14/21	0137609	US BANK	4.39		07/09/21	
AMZN MKTP US*211AU7LL1 FOTL:YA-ICING TUBES									
2145	12/21	AP	06/14/21	0137609	US BANK	32.60		07/09/21	
AMZN MKTP US*2X6B35HO2 FOTL:YA-FOOD COLORING									
2145	12/21	AP	06/14/21	0137609	US BANK	54.98		07/09/21	
AMZN MKTP US*217991L41 FOTL:ADULT-KOOL-AID,									
2145	12/21	AP	06/14/21	0137609	US BANK	8.78		07/09/21	
AMZN MKTP US*2X15T5KMO FOTL:YA-ICING TUBES									
2145	12/21	AP	06/11/21	0137609	US BANK	35.37		07/09/21	
AMZN MKTP US*2X2BMOXB0 FOTL:YA-ICING									
2145	12/21	AP	06/11/21	0137609	US BANK	13.20		07/09/21	
AMAZON.COM*2X1E82052 FOTL:YA-COOKIES									
2145	12/21	AP	06/10/21	0137609	US BANK	16.48		07/09/21	
AMZN MKTP US*2X0PO7P30 FOTL:YA-PSTRY BAGS & TIPS									
2145	12/21	AP	06/10/21	0137609	US BANK	11.99		07/09/21	
AMAZON.COM*2X9D37A12 FOTL:ADULT-BOWLS									
2145	12/21	AP	06/10/21	0137609	US BANK	19.94		07/09/21	
AMZN MKTP US*2X3HQ5PI0 FOTL:ADLT-ICE CREM SCOOPS									
2145	12/21	AP	06/09/21	0137609	US BANK	57.36		07/09/21	
NATURAL GROCERS CU FOTL:COLAB-SPICES									

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FUND 101 GENERAL FUND											
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				continued	
2145		12/21 AP	05/28/21	0137609	US BANK		55.99			07/09/21	
		AMZN MKTP	US*2R1L22H00			FOTL:YA-FABRIC GLUE					
2145		12/21 AP	05/28/21	0137609	US BANK		21.87			07/09/21	
		AMAZON.COM*2R0K53PJ2				FOTL:YA-BOXES					
2145		12/21 AP	05/27/21	0137609	US BANK		9.99			07/09/21	
		AMZN MKTP	US*2R77J50Y2			FOTL:YA-PORITION CUPS					
2145		12/21 AP	05/24/21	0137609	US BANK		20.97			07/09/21	
		AMZN MKTP	US*2R8L56L30			FOTL:YA-SANDWICH BAGS					
2145		12/21 AP	05/24/21	0137609	US BANK		205.78			07/09/21	
		AMZN MKTP	US*2R2DT9BF1			FOTL:YA-PAINT, BRUSHES,					
2145		12/21 AP	05/21/21	0137609	US BANK		33.10			07/09/21	
		AMAZON.COM*2L0H15ID2				FOTL:YOUTH-CRICUT BLADES					
		ACCOUNT TOTAL						696.24	.00		696.24
101-1060-423.89-34						MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.					
2145		12/21 AP	06/11/21	0137609	US BANK		300.00			07/09/21	
		DM BOTANICALGARDEN				RAY 2 RMB ADVENTURE PASS-					
2145		12/21 AP	06/04/21	0137609	US BANK		191.00			07/09/21	
		SQ *CEDAR VALLEY ARBORETU				BERG 2 RMB SLP '21-HOBBIT					
2145		12/21 AP	06/04/21	0137609	US BANK		34.68			07/09/21	
		AMZN MKTP	US*2X3HK2CC0 AM			BERG 2 RMB SLP '21-CIRCLE					
2145		12/21 AP	06/04/21	0137609	US BANK		7.99			07/09/21	
		AMZN MKTP	US*2X3SG9CY0			BERG 2 RMB SLP '21-CIRCLE					
2145		12/21 AP	05/28/21	0137609	US BANK		33.15			07/09/21	
		MENARDS CEDAR FALLS IA				RAY 2 RMB GARDEN BEDS-					
2145		12/21 AP	05/28/21	0137609	US BANK		91.45			07/09/21	
		AMZN MKTP	US*2R5KLSIR1			BERG 2RMB SLP'21-BALLOON,					
2145		12/21 AP	05/27/21	0137609	US BANK		22.16			07/09/21	
		VISTAPR*VISTAPRINT.COM				RAY 2 RMB GARDEN BEDS-					
		ACCOUNT TOTAL						680.43	.00		680.43
101-1060-423.93-01						EQUIPMENT / EQUIPMENT					
2145		12/21 AP	06/10/21	0137609	US BANK		17.97			07/09/21	
		AMAZON.COM*2X3IQ27G1				POWER CORD EXTENSION &					
2145		12/21 AP	06/07/21	0137609	US BANK		12.28			07/09/21	
		AMZN MKTP	US*2X3P29ZE0			NYLON CABLE TIES					
		ACCOUNT TOTAL						30.25	.00		30.25
101-1061-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT					
2145		12/21 AP	06/11/21	0137609	US BANK		2,280.00			07/09/21	
		MOBILE BEACON				1YR DATA SRVCE 4 HOTSPOTS					
		ACCOUNT TOTAL						2,280.00	.00		2,280.00

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FUND 101 GENERAL FUND										
101-1061-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS				
2145				12/21	AP 06/21/21 0137609	US BANK	129.03			07/09/21
						AMAZON.COM*210ME7801 AMZN				
2145				12/21	AP 06/21/21 0137609	US BANK	138.65			07/09/21
						AMAZON.COM*218TO06G1 AMZN				
2145				12/21	AP 06/21/21 0137609	US BANK	15.39			07/09/21
						AMAZON.COM*210W76DG1 AMZN				
2145				12/21	AP 06/18/21 0137609	US BANK	18.59			07/09/21
						AMAZON.COM*210K06GH1				
2145				12/21	AP 06/17/21 0137609	US BANK	27.48			07/09/21
						AMAZON.COM*212Y51CH0 AMZN				
2145				12/21	AP 06/17/21 0137609	US BANK	36.05			07/09/21
						AMAZON.COM*2X1486Y30				
2145				12/21	AP 06/17/21 0137609	US BANK	63.41			07/09/21
						AMZN MKTP US*2170M51Z1				
2145				12/21	AP 06/16/21 0137609	US BANK	38.82			07/09/21
						AMAZON.COM*217ZP9001				
2145				12/21	AP 06/15/21 0137609	US BANK	49.63			07/09/21
						AMAZON.COM*219186TR1 AMZN				
2145				12/21	AP 06/14/21 0137609	US BANK	14.62			07/09/21
						AMAZON.COM*2X86862A0 AMZN				
2145				12/21	AP 06/14/21 0137609	US BANK	37.24			07/09/21
						AMZN MKTP US*2X1PR18D0				
2145				12/21	AP 06/10/21 0137609	US BANK	28.28			07/09/21
						AMAZON.COM*2X0YW2GV0 AMZN				
2145				12/21	AP 06/10/21 0137609	US BANK	26.97			07/09/21
						AMAZON.COM*2X1WH09T1 AMZN				
2145				12/21	AP 06/07/21 0137609	US BANK	19.95			07/09/21
						AMAZON.COM*2X8IV1440				
2145				12/21	AP 06/01/21 0137609	US BANK	14.95			07/09/21
						AMZN MKTP US*2R07236A2				
2145				12/21	AP 05/25/21 0137609	US BANK	7.99			07/09/21
						AMAZON.COM*2R0XX1EJ0				
						ACCOUNT TOTAL	667.05	000	667.05	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
2145				12/21	AP 06/21/21 0137609	US BANK	33.56			07/09/21
						AMAZON.COM*212ZE7A00 AMZN				
2145				12/21	AP 06/21/21 0137609	US BANK	12.81			07/09/21
						AMZN MKTP US*212RI9L40				
2145				12/21	AP 06/21/21 0137609	US BANK	161.14			07/09/21
						AMZN MKTP US*2122J8Z32				
2145				12/21	AP 06/18/21 0137609	US BANK	28.98			07/09/21
						AMAZON.COM*2123F5L10 AMZN				
2145				12/21	AP 06/17/21 0137609	US BANK	11.95			07/09/21
						AMAZON.COM*212Y51CH0 AMZN				
2145				12/21	AP 06/15/21 0137609	US BANK	11.72			07/09/21
						AMAZON.COM*2X5T26990 AMZN				

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FUND 101 GENERAL FUND										
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued				
2145				12/21	AP 06/15/21 0137609	US BANK	19.95			07/09/21
						AMAZON.COM*2X9OJ3IR0 AMZN				
2145				12/21	AP 06/14/21 0137609	US BANK	18.99			07/09/21
						AMAZON.COM*2X8PG4600 AMZN				
2145				12/21	AP 06/14/21 0137609	US BANK	13.55			07/09/21
						AMAZON.COM*2X8Q928E2 AMZN				
2145				12/21	AP 06/14/21 0137609	US BANK	8.00			07/09/21
						AMZN MKTP US*218N96ZT1				
2145				12/21	AP 06/10/21 0137609	US BANK	12.99			07/09/21
						AMAZON.COM*2X0YW2GV0 AMZN				
2145				12/21	AP 06/07/21 0137609	US BANK	5.63			07/09/21
						AMAZON.COM*2X78S2V51				
2145				12/21	AP 05/26/21 0137609	US BANK		22.38		07/09/21
						AMZN MKTP US				
						REFUND ON YOUTH BOOKS				
2145				12/21	AP 05/25/21 0137609	US BANK	15.99			07/09/21
						AMAZON.COM*2R84073I2 AMZN				
2145				12/21	AP 05/25/21 0137609	US BANK	46.12			07/09/21
						AMZN MKTP US*2R9QY66C1				
2145				12/21	AP 05/24/21 0137609	US BANK	15.95			07/09/21
						AMAZON.COM*2R6CX5OX2 AMZN				
2145				12/21	AP 05/24/21 0137609	US BANK	15.29			07/09/21
						AMAZON.COM*2R2G514A2 AMZN				
2145				12/21	AP 05/24/21 0137609	US BANK	9.69			07/09/21
						AMZN MKTP US*2R5JG0JMO				
2145				12/21	AP 05/21/21 0137609	US BANK	41.12			07/09/21
						AMAZON.COM*2L9EF1RE2 AMZN				
2145				12/21	AP 05/21/21 0137609	US BANK	15.87			07/09/21
						AMZN MKTP US*2R4D35F20				
2145				12/21	AP 05/21/21 0137609	US BANK	12.00			07/09/21
						AMZN MKTP US*2L6AE3WZ2				
						YOUTH BOOKS				
						ACCOUNT TOTAL	511.30	22.38	488.92	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
2145				12/21	AP 06/07/21 0137609	US BANK	28.00			07/09/21
						AMAZON.COM*2R4DI1YG2				
						LARGE PRINT BOOKS				
						ACCOUNT TOTAL	28.00	.00	28.00	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
2145				12/21	AP 06/21/21 0137609	US BANK	9.00			07/09/21
						AMAZON.COM*213WT8TH0 AMZN				
						ADULT CD MUSIC				
2145				12/21	AP 05/28/21 0137609	US BANK	18.63			07/09/21
						AMZN MKTP US*2R8RZ6122				
						ADULT CD MUSIC				
2145				12/21	AP 05/27/21 0137609	US BANK	65.95			07/09/21
						AMZN MKTP US*2R4XL9XL0				
						ADULT CD MUSIC				
2145				12/21	AP 05/25/21 0137609	US BANK	11.76			07/09/21

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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										
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO						continued				
					AMZN MKTP US*2R7UD4ETO	ADULT CD MUSIC				
ACCOUNT TOTAL							105.34	.00	105.34	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
2145		12/21 AP	06/21/21	0137609	US BANK		33.07			07/09/21
					AMZN MKTP US*211TT5651 AM	ADULT VIDEOS				
2145		12/21 AP	06/04/21	0137609	US BANK		24.23			07/09/21
					AMZN MKTP US*2R94Y6U42	ADULT VIDEOS				
2145		12/21 AP	06/01/21	0137609	US BANK		19.99			07/09/21
					AMZN MKTP US*2R07236A2	ADULT VIDEOS				
ACCOUNT TOTAL							77.29	.00	77.29	
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO										
2145		12/21 AP	05/25/21	0137609	US BANK		10.50			07/09/21
					AMAZON.COM*2R29M5N02 AMZN	YOUTH CD MUSIC				
2145		12/21 AP	05/24/21	0137609	US BANK		10.28			07/09/21
					AMAZON.COM*2R28P18Z1 AMZN	YOUTH CD MUSIC				
ACCOUNT TOTAL							20.78	.00	20.78	
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS										
2145		12/21 AP	06/21/21	0137609	US BANK		34.88			07/09/21
					AMAZON.COM*215RS06U1 AMZN	CD & CASSETTE PLAYER				
2145		12/21 AP	06/11/21	0137609	US BANK		42.99			07/09/21
					AMZN MKTP US*2X4IK90T2	GIANT TUMBLING TOWER GAME				
2145		12/21 AP	06/11/21	0137609	US BANK		26.97			07/09/21
					AMZN MKTP US*2X52B10T2	DISC GOLF BEGINNER SET				
2145		12/21 AP	06/10/21	0137609	US BANK		59.95			07/09/21
					AMZN MKTP US*2X7QN1TY2	SPIKEBALL GAME SET				
2145		12/21 AP	06/07/21	0137609	US BANK		40.00			07/09/21
					AMZN MKTP US*2X0PO14C0	LAWN BOWLING GAME				
2145		12/21 AP	06/07/21	0137609	US BANK		29.25			07/09/21
					AMZN MKTP US*2X5W15FZ2	LAWN DARTS GAME				
2145		12/21 AP	06/07/21	0137609	US BANK		103.98			07/09/21
					AMZN MKTP US*2X8HA2NZ0	CROQUET SET & BOCCE BALLS				
2145		12/21 AP	06/04/21	0137609	US BANK		125.47			07/09/21
					AMZN MKTP US*2X2U42GX1	HORSE SHOES, LADDER TOSS,				
2145		12/21 AP	06/02/21	0137609	US BANK		287.53			07/09/21
					SP * STONEMAIER LLC	BOARD GAMES				
ACCOUNT TOTAL							751.02	.00	751.02	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										

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FUND 101 GENERAL FUND										
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				continued
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	.46			07/15/21
						TAPE				
2154		12/21 AP		06/15/21	0000000	STOREY KENWORTHY	.39			07/15/21
						HILITERS,CORR TAPE,PENS				
2154		12/21 AP		06/01/21	0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
57		01/22 AP		07/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.33			07/15/21
						POST ITS,PENS,CORR.TAPE				
ACCOUNT TOTAL							9.62	.00	9.62	
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	.46			07/15/21
						TAPE				
2154		12/21 AP		06/15/21	0000000	STOREY KENWORTHY	.39			07/15/21
						HILITERS,CORR TAPE,PENS				
2154		12/21 AP		06/01/21	0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
57		01/22 AP		07/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.66			07/15/21
						POST ITS,PENS,CORR.TAPE				
ACCOUNT TOTAL							8.95	.00	8.95	
101-1158-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
2144		12/21 AP		06/10/21	0137609	US BANK	169.90			07/09/21
						AMAZON.COM*2X1AG30L2 AMZN				
						BOOKS				
ACCOUNT TOTAL							169.90	.00	169.90	
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE				
2144		12/21 AP		06/11/21	0137609	US BANK	198.18			07/09/21
						UNI BOOKSTORE				
2144		12/21 AP		06/03/21	0137609	US BANK	30.72			07/09/21
						HOBBY-LOBBY #0135				
2144		12/21 AP		06/02/21	0137609	US BANK	34.05			07/09/21
						WAL-MART #0753				
2144		12/21 AP		05/21/21	0137609	US BANK	6.99			07/09/21
						O DONNELL ACE HARDWARE				
2170		12/21 AP		04/07/21	0136877	KAREN'S PRINT-RITE	425.00			07/14/21
						LIVES WELL LIVED POSTCARD				
2170		12/21 AP		03/31/21	0136867	FEDERAL EXPRESS	118.40			07/14/21
						SHIP-SKY BERGMAN EXHIBIT				

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FUND 101 GENERAL FUND											
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE							continued				
2170		12/21 AP		12/28/20	0136369	US BANK		124.75		07/14/21	
		ACCOUNT CORRECTION									
2170		12/21 AP		12/22/20	0136369	US BANK		142.87		07/14/21	
		ACCOUNT CORRECTION									
2170		12/21 AP		12/21/20	0136152	US BANK		115.56		07/14/21	
		ACCOUNT CORRECTION									
		DBC*BLICK ART MATERIAL									
		ACCOUNT TOTAL						813.34	383.18	430.16	
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY											
2145		12/21 AP		06/07/21	0137609	US BANK	44.50			07/09/21	
		AMZN MKTP US*2X3P29ZE0									
2145		12/21 AP		06/04/21	0137609	US BANK	81.94			07/09/21	
		AMZN MKTP US*2R4HP0YAO									
		CHARGING CABLES & SURGE									
		ACCOUNT TOTAL						126.44	.00	126.44	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING											
2154		12/21 AP		06/30/21	0000000	MUNICIPAL CODE CORPORATION	1,827.38			07/15/21	
		SUPP #10 CODE OF ORDINANC									
2154		12/21 AP		06/29/21	0000000	COURIER LEGAL COMMUNICATIONS	459.95			07/15/21	
		6/21/21 CC MTG.MINS/BILLS									
2154		12/21 AP		06/29/21	0000000	COURIER LEGAL COMMUNICATIONS	93.30			07/15/21	
		PH NTC-ANNUAL ACTION PLAN									
2154		12/21 AP		06/25/21	0000000	COURIER LEGAL COMMUNICATIONS	14.08			07/15/21	
		PH NTC-W.27TH ST RECON.									
2154		12/21 AP		06/25/21	0000000	COURIER LEGAL COMMUNICATIONS	18.11			07/15/21	
		PH NTC-PLANS,ETC-CYBER LN									
2154		12/21 AP		06/25/21	0000000	COURIER LEGAL COMMUNICATIONS	21.92			07/15/21	
		ORD.2990-BOARD & COMMISSN									
		ACCOUNT TOTAL						2,434.74	.00	2,434.74	
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	2.98			07/15/21	
		COPY PAPER									
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	.46			07/15/21	
		TAPE									
2144		12/21 AP		06/16/21	0137609	US BANK	66.76			07/09/21	
		AMAZON.COM*217ZW6C80 AMZN									
		BOOKS									
2154		12/21 AP		06/15/21	0000000	STOREY KENWORTHY	.39			07/15/21	
		HILITERS,CORR TAPE,PENS									
2154		12/21 AP		06/01/21	0000000	STOREY KENWORTHY	2.98			07/15/21	
		COPY PAPER									
		ACCOUNT TOTAL						73.57	.00	73.57	

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FUND 101 GENERAL FUND									
101-2205-432.72-19				OPERATING SUPPLIES / PRINTING					
2154		12/21 AP	06/22/21	0000000	STOREY KENWORTHY	7.45		07/15/21	
		COPY PAPER							
2154		12/21 AP	06/01/21	0000000	STOREY KENWORTHY	7.45		07/15/21	
		COPY PAPER							
ACCOUNT TOTAL						14.90	.00	14.90	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2138		12/21 AP	06/14/21	0000000	STOREY KENWORTHY	20.87		07/15/21	
		ENVELOPES, BATTERIES, PENS							
2138		12/21 AP	06/14/21	0000000	STOREY KENWORTHY	16.76		07/15/21	
		11X17 PAPER							
72		01/22 AP	07/01/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	18.88		07/15/21	
		BATTERIES, PENS							
72		01/22 AP	07/01/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.73		07/15/21	
		COPY PAPER							
ACCOUNT TOTAL						70.24	.00	70.24	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
2172		12/21 AP	06/30/21	0000000	PROFESSIONAL LAWN CARE, LLC	142.50		07/15/21	
		CODE E.MOW-8702 UNIVERSIT							
ACCOUNT TOTAL						142.50	.00	142.50	
101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
2144		12/21 AP	06/14/21	0137609	US BANK	573.04		07/09/21	
		INT'L CODE COUNCIL INC			CODE BOOKS				
ACCOUNT TOTAL						573.04	.00	573.04	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2154		12/21 AP	07/01/21	0000000	BROWN'S SHOE FIT	110.00		07/15/21	
		SAFETY SHOES-J WARDELL			P.O. 56610				
ACCOUNT TOTAL						110.00	.00	110.00	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
2154		12/21 AP	06/22/21	0000000	STOREY KENWORTHY	14.90		07/15/21	
		COPY PAPER							
2154		12/21 AP	06/01/21	0000000	STOREY KENWORTHY	14.90		07/15/21	
		COPY PAPER							
ACCOUNT TOTAL						29.80	.00	29.80	

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FUND 101 GENERAL FUND									
101-2245-442.81-16						PROFESSIONAL SERVICES / ZONING ORDINANCE			
2144		12/21	AP	05/21/21	0137609	US BANK	128.27		07/09/21
						DROPBOX*K1SCPSFP8NDJ ZONING ORDINANCE			
						ACCOUNT TOTAL	128.27	.00	128.27
101-2245-442.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
2170		12/21	AP	06/22/21	0137495	DENTONS DAVIS BROWN PC	908.00		07/14/21
						LGL:RE:IMMIGRATION 5/20/21-5/27/21			
2170		12/21	AP	05/17/21	0137210	DENTONS DAVIS BROWN PC	227.50		07/14/21
						LGL:RE:IMMIGRATION 4/13/21-4/26/21			
2170		12/21	AP	04/14/21	0136965	DENTONS DAVIS BROWN PC	619.50		07/14/21
						LGL:RE:IMMIGRATION 3/5/21-3/29/21			
						ACCOUNT TOTAL	1,755.00	.00	1,755.00
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
2130		12/21	AP	06/29/21	0000000	STOREY KENWORTHY	31.94		07/15/21
						KEYTAG,BINDERS			
2130		12/21	AP	06/28/21	0000000	STOREY KENWORTHY	62.69		07/15/21
						KEYTAG,BINDERS,CC PAPER			
2130		12/21	AP	06/24/21	0000000	STOREY KENWORTHY	21.46		07/15/21
						3-HOLE PUNCH			
2130		12/21	AP	06/23/21	0000000	STOREY KENWORTHY	12.68		07/15/21
						STAPLE REMOVERS			
2130		12/21	AP	06/21/21	0000000	STOREY KENWORTHY	70.07		07/15/21
						PENCIL,FOLDER,BINDERS			
2144		12/21	AP	06/18/21	0137609	US BANK	40.00		07/09/21
						AMERICAN RED CROSS LIFEGUARD CERT			
2130		12/21	AP	06/17/21	0000000	STOREY KENWORTHY	64.38		07/15/21
						3-HOLE PUNCHES			
2144		12/21	AP	06/15/21	0137609	US BANK	8.00		07/09/21
						SQ *POLK'S LOCK SERVICE KEY CUT FOR FRONTREGISTER			
2130		12/21	AP	06/07/21	0000000	STOREY KENWORTHY	84.59		07/15/21
						SHARPIE,POSTIT,LEGAL PADS PENS,FOLDERS,LABELS			
2144		12/21	AP	06/02/21	0137609	US BANK	53.65		07/09/21
						JONES & BARTLETT LEARNING FIRST AID, CPR FALLS			
2144		12/21	AP	05/28/21	0137609	US BANK	120.00		07/09/21
						AMERICAN RED CROSS 3 LIFEGUARD RECERTS			
2144		12/21	AP	05/26/21	0137609	US BANK	51.52		07/09/21
						WAL-MART #0753 POOL FRAMES			
2144		12/21	AP	05/26/21	0137609	US BANK	69.76		07/09/21
						O DONNELL ACE HARDWARE BATTERIES			
						ACCOUNT TOTAL	690.74	.00	690.74
101-2253-423.72-28						OPERATING SUPPLIES / CAMP SUPPLIES			

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FUND 101 GENERAL FUND										
101-2253-423.72-28						OPERATING SUPPLIES / CAMP SUPPLIES				continued
2130				12/21	AP 06/30/21 0000000	CEDAR FALLS COMMUNITY SCHOOLS SUMMER 2021	4,092.36			07/15/21
2144				12/21	AP 06/21/21 0137609	US BANK	159.20			07/09/21
2144				12/21	AP 06/21/21 0137609	US BANK	77.88			07/09/21
2144				12/21	AP 06/21/21 0137609	US BANK	75.11			07/09/21
2144				12/21	AP 06/21/21 0137609	US BANK	38.36			07/09/21
2144				12/21	AP 06/18/21 0137609	US BANK	49.08			07/09/21
2144				12/21	AP 06/17/21 0137609	US BANK	66.13			07/09/21
2144				12/21	AP 06/17/21 0137609	US BANK	8.00			07/09/21
2144				12/21	AP 06/17/21 0137609	US BANK	8.00			07/09/21
2144				12/21	AP 06/16/21 0137609	US BANK	301.38			07/09/21
2144				12/21	AP 06/15/21 0137609	US BANK	75.97			07/09/21
2144				12/21	AP 06/14/21 0137609	US BANK	43.87			07/09/21
2144				12/21	AP 06/14/21 0137609	US BANK	30.60			07/09/21
2144				12/21	AP 06/03/21 0137609	US BANK	194.41			07/09/21
						ACCOUNT TOTAL	5,220.35	.00	5,220.35	
101-2253-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT				
2165				12/21	AP 06/29/21 0000000	XPRESSIONS	200.60			07/15/21
2165				12/21	AP 06/25/21 0000000	XPRESSIONS	932.20			07/15/21
2144				12/21	AP 06/18/21 0137609	US BANK	28.99			07/09/21
2144				12/21	AP 06/08/21 0137609	US BANK	71.09			07/09/21
2144				12/21	AP 06/08/21 0137609	US BANK	10.69			07/09/21
2144				12/21	AP 06/03/21 0137609	US BANK	49.48			07/09/21
						ACCOUNT TOTAL	1,293.05	.00	1,293.05	

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FUND 101 GENERAL FUND									
101-2253-423.72-32				OPERATING SUPPLIES /		ADULT SPORTS EQUIPMENT			
2144		12/21 AP		06/15/21	0137609	US BANK	50.37		07/09/21
				O DONNELL ACE HARDWARE		ROUNDUP, CHEM GLOVE			
2144		12/21 AP		06/09/21	0137609	US BANK	45.98		07/09/21
				O DONNELL ACE HARDWARE		LOPPER, WEED KILLER			
				ACCOUNT TOTAL			96.35	.00	96.35
101-2253-423.72-38				OPERATING SUPPLIES /		STAFF SHIRTS			
2144		12/21 AP		06/21/21	0137609	US BANK	299.80		07/09/21
				KOHL'S #0501		FALLS STAFF POLO SHIRTS			
				ACCOUNT TOTAL			299.80	.00	299.80
101-2253-423.72-41				OPERATING SUPPLIES /		THE FALLS CONCESSIONS			
2130		12/21 AP		06/30/21	0000000	PAPA JOHN'S PIZZA	45.00		07/15/21
				CONCESSION PIZZA					
2130		12/21 AP		06/30/21	0000000	PAPA JOHN'S PIZZA	67.50		07/15/21
				CONCESSION PIZZA					
2130		12/21 AP		06/30/21	0000000	PAPA JOHN'S PIZZA	45.00		07/15/21
				CONCESSION PIZZA					
2144		12/21 AP		06/21/21	0137609	US BANK	10.65		07/09/21
				HY-VEE CEDAR FALLS 1052		SPOONS FOR CONCESSION			
2144		12/21 AP		06/18/21	0137609	US BANK	59.94		07/09/21
				MARTIN BROTHERS		SPOONS FOR CONCESSION			
2144		12/21 AP		06/17/21	0137609	US BANK	5.97		07/09/21
				HY-VEE CEDAR FALLS 1052		CONCESSION SPOONS			
2144		12/21 AP		06/09/21	0137609	US BANK	41.92		07/09/21
				WILSON RESTAURANT SUPPLY		THERMOMETERS, TEST STRIPS			
61		01/22 AP		07/11/21	0000000	PAPA JOHN'S PIZZA	45.00		07/15/21
				PIZZA CONCESSION					
61		01/22 AP		07/09/21	0000000	PAPA JOHN'S PIZZA	37.50		07/15/21
				PIZZA CONCESSION					
61		01/22 AP		07/08/21	0000000	PAPA JOHN'S PIZZA	45.00		07/15/21
				PIZZA CONCESSION					
61		01/22 AP		07/08/21	0000000	MYERS-COX COMPANY	2,417.24		07/15/21
				FALLS CONC CANDY, CHIPS					
61		01/22 AP		07/07/21	0000000	PAPA JOHN'S PIZZA	22.50		07/15/21
				CONCESSIONS PIZZA					
39		01/22 AP		07/06/21	0000000	PAPA JOHN'S PIZZA	45.00		07/15/21
				CONCESSION PIZZA					
39		01/22 AP		07/06/21	0000000	PAPA JOHN'S PIZZA	45.00		07/15/21
				CONCESSION PIZZA					
39		01/22 AP		07/06/21	0000000	PAPA JOHN'S PIZZA	37.50		07/15/21
				CONCESSION PIZZA					
39		01/22 AP		07/05/21	0000000	PAPA JOHN'S PIZZA	45.00		07/15/21
				CONCESSION PIZZA					
39		01/22 AP		07/05/21	0000000	PAPA JOHN'S PIZZA	67.50		07/15/21

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FUND 101 GENERAL FUND									
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued			
39				01/22 AP 07/05/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	45.00			07/15/21
39				01/22 AP 07/04/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	52.50			07/15/21
39				01/22 AP 07/04/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	52.50			07/15/21
39				01/22 AP 07/03/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	52.50			07/15/21
39				01/22 AP 07/02/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	37.50			07/15/21
39				01/22 AP 07/02/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	37.50			07/15/21
39				01/22 AP 07/02/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	45.00			07/15/21
39				01/22 AP 07/01/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	37.50			07/15/21
39				01/22 AP 07/01/21 0000000	CONCESSION PIZZA PAPA JOHN'S PIZZA	45.00			07/15/21
39				01/22 AP 07/01/21 0000000	CONCESSION PIZZA ATLANTIC COCA-COLA	518.35			07/15/21
39				01/22 AP 07/01/21 0000000	CONCESSIONS SODA MYERS-COX COMPANY	1,906.81			07/15/21
					CONCESSIONS CANDY,CHIPS				
					ACCOUNT TOTAL	5,913.38	.00	5,913.38	
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS									
2144				12/21 AP 06/08/21 0137609	US BANK	8.67			07/09/21
2144				12/21 AP 06/08/21 0137609	HY-VEE CEDAR FALLS 1052 PLATES FOR CONCESSIONS	9.98			07/09/21
					US BANK				
					DISH SPONGES FOR POOL				
					ACCOUNT TOTAL	18.65	.00	18.65	
101-2253-423.72-44 OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS									
2144				12/21 AP 06/21/21 0137609	US BANK	995.49			07/09/21
2144				12/21 AP 06/16/21 0137609	GAIAM.COM/SPRI.COM US BANK	75.00			07/09/21
2144				12/21 AP 06/03/21 0137609	THE BLACK HAWK HOTEL US BANK	99.00			07/09/21
					WAL-MART #0753 SPEAKER FOR OUTDOOR EVENT				
					ACCOUNT TOTAL	1,169.49	.00	1,169.49	
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES									
2144				12/21 AP 05/24/21 0137609	US BANK	19.00			07/09/21

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FUND 101 GENERAL FUND										
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES continued										
STICKER MULE STICKERS FOR FALLS										
ACCOUNT TOTAL							19.00	.00	19.00	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS										
61		01/22 AP		07/07/21	0000000	CARRICO AQUATIC RESOURCES INC	1,090.50			07/15/21
POOL CHEMICALS										
61		01/22 AP		07/05/21	0000000	ACCO UNLIMITED CORPORATION	793.60			07/15/21
FALLS CHLORINE										
ACCOUNT TOTAL							1,884.10	.00	1,884.10	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
61		01/22 AP		07/01/21	0000000	IOWA WATER MANAGEMENT CORP. (58.00			07/15/21
CF REC WATER MANAGEMENT										
ACCOUNT TOTAL							58.00	.00	58.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
2144		12/21 AP		06/17/21	0137609	US BANK		30.87		07/09/21
FARM & FLT OF CEDAR FLS RETURN CLEANER, GLOVES										
2144		12/21 AP		06/17/21	0137609	US BANK	30.87			07/09/21
FARM & FLT OF CEDAR FLS CLEANER, GLOVES										
2144		12/21 AP		06/17/21	0137609	US BANK	28.85			07/09/21
FARM & FLT OF CEDAR FLS CLEANER, GLOVES										
2144		12/21 AP		06/01/21	0137609	US BANK	825.00			07/09/21
EXPRESSO EXPRESSO BIKE										
ACCOUNT TOTAL							884.72	30.87	853.85	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
2165		12/21 AP		06/23/21	0000000	HUPP ELECTRIC MOTORS	575.00			07/15/21
MOTOR TESTING FALLS										
2130		12/21 AP		06/22/21	0000000	POLK'S LOCK SERVICE, INC.	75.00			07/15/21
REPAIR 3 DOOR LOCKS										
2144		12/21 AP		06/21/21	0137609	US BANK	66.70			07/09/21
MENARDS CEDAR FALLS IA BLUE TEFLON, FLEX TAPE,										
2144		12/21 AP		06/18/21	0137609	US BANK	117.76			07/09/21
MENARDS CEDAR FALLS IA BUG SPRAY, SQUEEGEES,										
2144		12/21 AP		06/17/21	0137609	US BANK	9.96			07/09/21
HY-VEE CEDAR FALLS 1052 CONCESSIONS COFFEE STIRS										
2144		12/21 AP		06/17/21	0137609	US BANK	25.01			07/09/21
O DONNELL ACE HARDWARE SNAPBLADE KNIFE, MARKER										
2144		12/21 AP		06/14/21	0137609	US BANK	2.12			07/09/21
O DONNELL ACE HARDWARE FALLS NUTS/BOLTS										

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FUND 101 GENERAL FUND									
101-2253-423.86-31	REPAIR & MAINTENANCE		/ THE FALLS REPAIR & MAINT.		continued				
2144		12/21 AP		06/10/21 0137609	US BANK	6.58		07/09/21	
		HY-VEE CEDAR FALLS 1052			ZIPLOC BAGS FOR FALLS				
2144		12/21 AP		05/28/21 0137609	US BANK		15.72	07/09/21	
		O DONNELL ACE HARDWARE			BATTERIES RETURNED				
2144		12/21 AP		05/28/21 0137609	US BANK	15.72		07/09/21	
		O DONNELL ACE HARDWARE			BATTERIES				
2144		12/21 AP		05/28/21 0137609	US BANK	14.69		07/09/21	
		O DONNELL ACE HARDWARE			BATTERIES FOR FALLS				
2144		12/21 AP		05/28/21 0137609	US BANK	65.00		07/09/21	
		O DONNELL ACE HARDWARE			BATTERIES, BROOM, PANS, HOSE				
2144		12/21 AP		05/21/21 0137609	US BANK	74.68		07/09/21	
		O DONNELL ACE HARDWARE			PAINT, DRILL FOR FALLS				
61		01/22 AP		07/07/21 0000000	CARRICO AQUATIC RESOURCES INC	430.80		07/15/21	
		POOL MAINTENANCE							
ACCOUNT TOTAL						1,479.02	15.72	1,463.30	
101-2280-423.71-01	OFFICE SUPPLIES		/ OFFICE SUPPLIES						
2155		12/21 AP		06/14/21 0000000	STOREY KENWORTHY	44.27		07/15/21	
		DIVIDER, RUBBER BANDS,			BINDERS, TRIMMER				
2144		12/21 AP		06/10/21 0137609	US BANK	19.95		07/09/21	
		COPYWORKS CEDAR FALLS			REAM OF CARDSTOCK				
ACCOUNT TOTAL						64.22	.00	64.22	
101-2280-423.72-70	OPERATING SUPPLIES		/ CLASSROOM SUPPLIES						
2144		12/21 AP		06/18/21 0137609	US BANK	162.64		07/09/21	
		WAL-MART #0753			SNACKS, WOODSTICKS, TOOTH				
2144		12/21 AP		06/18/21 0137609	US BANK	74.00		07/09/21	
		DOLLAR TREE			BEANS, FOAM, GLUE, MARKERS				
2144		12/21 AP		06/14/21 0137609	US BANK	87.88		07/09/21	
		MICHAELS STORES 1246			FACE PAINT, MAGIC KIT				
2144		12/21 AP		06/10/21 0137609	US BANK	21.00		07/09/21	
		DOLLAR TREE			JUMP ROPES, HULAHOOPS,				
2144		12/21 AP		06/07/21 0137609	US BANK	19.09		07/09/21	
		AMZN MKTP US*2X1J55L0			YOUTH MASKS				
2144		12/21 AP		06/07/21 0137609	US BANK	24.60		07/09/21	
		AMZN MKTP US*2X7PC3CW2			GLASS SHEETS				
2144		12/21 AP		06/07/21 0137609	US BANK	46.39		07/09/21	
		HOBBY-LOBBY #0135			CHALK MARKERS AND FRAMES				
2144		12/21 AP		06/04/21 0137609	US BANK	158.85		07/09/21	
		WM SUPERCENTER #753			SNACKS, WATERCOLOR, GLUE				
2144		12/21 AP		06/02/21 0137609	US BANK	77.97		07/09/21	
		AMZN MKTP US*2R6TF8SZ2			DECALS AND MYLAR FILM				
2144		12/21 AP		06/02/21 0137609	US BANK	56.51		07/09/21	
		WM SUPERCENTER #753			SHARPENERS, FOLDERS, ERASER				
2144		12/21 AP		06/02/21 0137609	US BANK	44.73		07/09/21	

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FUND 101 GENERAL FUND								
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued		
					MICHAELS STORES 1246			
2144		12/21 AP	06/01/21	0137609	US BANK PAINT AND WOOD FRAMES	76.96		07/09/21
					AMZN MKTP US*2R3Q69KW0			
2144		12/21 AP	05/31/21	0137609	US BANK GLASS SHEETS & SHAPES FOR	142.42		07/09/21
					DBC*BLICK ART MATERIAL			
2144		12/21 AP	05/21/21	0137609	US BANK MODEL MAGIC, GLAZE	348.48		07/09/21
					AMZN MKTP US*2R1Q73171			
					US BANK CABINET FOR CERAMICS LAB			
					ACCOUNT TOTAL	1,341.52	.00	1,341.52
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES								
2144		12/21 AP	05/31/21	0137609	US BANK	23.62		07/09/21
					DIAMOND VOGEL PAINT #210			
					FIRST FIFTY GALLERY PAINT			
					ACCOUNT TOTAL	23.62	.00	23.62
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPPLIES								
2144		12/21 AP	06/21/21	0137609	US BANK	10.11		07/09/21
					WM SUPERCENTER #1005			
2144		12/21 AP	05/31/21	0137609	US BANK	45.41		07/09/21
					THE WEBSTAIRANT STORE INC			
2144		12/21 AP	05/27/21	0137609	US BANK	16.00		07/09/21
					WILSON RESTAURANT SUPPLY			
2170		12/21 AP	12/28/20	0136369	US BANK	124.75		07/14/21
					AMZN MKTP US*331D19ZU3			
2170		12/21 AP	12/22/20	0136369	US BANK	142.87		07/14/21
					AMZN MKTP US*SO6LQ47K3			
2170		12/21 AP	12/21/20	0136152	US BANK	115.56		07/14/21
					DBC*BLICK ART MATERIAL			
					MARKERS AND PAPER FOR			
					ACCOUNT TOTAL	454.70	.00	454.70
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE								
2170		12/21 AP	03/31/21	0136867	FEDERAL EXPRESS		118.40	07/14/21
					ACCOUNT CORRECTION			
					SHIP-SKY BERGMAN EXHIB			
					ACCOUNT TOTAL	.00	118.40	118.40
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES								
2144		12/21 AP	05/24/21	0137609	US BANK	5.69		07/09/21
					O DONNELL ACE HARDWARE			
					SCRAPER			
					ACCOUNT TOTAL	5.69	.00	5.69

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FUND 101 GENERAL FUND									
101-2280-423.81-01	2155	12/21	AP	06/30/21	0000000				
					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
					CEEDAR FALLS COMMUNITY SCHOOLS	136.07			07/15/21
					BUSS & DRIVER FOR PUBLIC ART CAMP				
48		01/22	AP	07/07/21	0000000	120.00			07/15/21
					MUSSIG, QUENTIN				
					PIANO TUNNING				
48		01/22	AP	07/01/21	0000000	300.00			07/15/21
					RUTH, KARLA				
					PARTY ON THE PATIO 7/22				
48		01/22	AP	06/25/21	0000000	300.00			07/15/21
					BRUCHER, J DELFS				
					PARTY ON THE PATIO 7/29				
					ACCOUNT TOTAL	856.07	.00	856.07	
101-2280-423.81-06	2144	12/21	AP	06/03/21	0137609	7.70			07/09/21
					US BANK				
					COPYWORKS CEDAR FALLS				
					EXHIBITION LABEL PAPER				
2170		12/21	AP	04/07/21	0136877		425.00		07/14/21
					KAREN'S PRINT-RITE				
					ACCOUNT CORRECTION				
					LIVES WELL LIVED POSTCARD				
					ACCOUNT TOTAL	7.70	425.00	417.30	
101-2280-423.81-61	2144	12/21	AP	06/21/21	0137609	8.68			07/09/21
					US BANK				
					WM SUPERCENTER #1005				
2144		12/21	AP	06/17/21	0137609	128.27			07/09/21
					US BANK				
					EIG*BLUEHOST.COM				
					WEBSITE HOSTING				
2144		12/21	AP	06/16/21	0137609	100.74			07/09/21
					US BANK				
					SIGNSONTHECHEAP.COM				
					CORRUGATED PLASTIC SIGNS				
2144		12/21	AP	06/10/21	0137609	32.96			07/09/21
					US BANK				
					MENARDS CEDAR FALLS IA				
					FLOWER POTS AND STANDS				
2144		12/21	AP	06/10/21	0137609	12.95			07/09/21
					US BANK				
					CANVA* 03081-16734430				
					MONTHLY FEE FOR GRAPHIC				
2144		12/21	AP	06/03/21	0137609	29.96			07/09/21
					US BANK				
					HOBBY-LOBBY #0135				
					CHALK FOR SANDWICH BOARD				
2144		12/21	AP	06/03/21	0137609	20.00			07/09/21
					US BANK				
					FACEBK QN3PU4KYN2				
					FIRST FIFTY AND CAMP KIT				
2144		12/21	AP	05/31/21	0137609	42.10			07/09/21
					US BANK				
					MENARDS CEDAR FALLS IA				
					CHALK PAINT,ROLLERS,TRAYS				
					ACCOUNT TOTAL	375.66	.00	375.66	
101-2280-423.88-21	48	01/22	AP	07/09/21	0000000	1,000.00			07/15/21
					SU JIN LIM				
					HONORARIUM FOR PUBLIC ART				
					PROJECT-RIVER PARK PLAZA				
					ACCOUNT TOTAL	1,000.00	.00	1,000.00	

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FUND 101 GENERAL FUND									
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
2144				12/21 AP 06/21/21	0137609	US BANK	101.51		07/09/21
						TISSUE PAPER,TEXTILE BOX			
2144				12/21 AP 06/18/21	0137609	US BANK	42.63		07/09/21
						GAYLORD BROS INC			
						LABEL HOLDER - PD FROM			
2144				12/21 AP 06/03/21	0137609	US BANK	205.98		07/09/21
						HY-VEE CEDAR FALLS 1052			
						CRACKERS, MEAT & CHEESE			
2144				12/21 AP 05/27/21	0137609	US BANK	18.95		07/09/21
						HY-VEE CEDAR FALLS 1052			
						WATER BOTTLES FOR EVENTS			
				ACCOUNT TOTAL			369.07	.00	369.07
101-2280-423.93-01 EQUIPMENT / EQUIPMENT									
2155				12/21 AP 06/30/21	0000000	O'DONNELL ACE HARDWARE	19.07		07/15/21
						BUCKETS AND PAINT BRUSH			
						LAB SUPPLIES			
				ACCOUNT TOTAL			19.07	.00	19.07
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2154				12/21 AP 06/22/21	0000000	STOREY KENWORTHY	7.45		07/15/21
						COPY PAPER			
2154				12/21 AP 06/22/21	0000000	STOREY KENWORTHY	1.84		07/15/21
						TAPE			
2154				12/21 AP 06/15/21	0000000	STOREY KENWORTHY	1.57		07/15/21
						HILITERS,CORR TAPE,PENS			
2154				12/21 AP 06/01/21	0000000	STOREY KENWORTHY	7.45		07/15/21
						COPY PAPER			
				ACCOUNT TOTAL			18.31	.00	18.31
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
2144				12/21 AP 05/24/21	0137609	US BANK	189.69		07/09/21
						PK SAFETY SUPPLY			
						REPL.SENSOR-4-GAS METER			
				ACCOUNT TOTAL			189.69	.00	189.69
101-4511-414.72-19 OPERATING SUPPLIES / PRINTING									
64				01/22 AP 07/02/21	0000000	PARKADE PRINTER, INC.	155.65		07/15/21
						CFFR CALENDAR CARDS			
				ACCOUNT TOTAL			155.65	.00	155.65
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
2171				12/21 AP 06/07/21	0000000	OUTDOOR & MORE	31.68		07/15/21
						PROPANE			

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FUND 101 GENERAL FUND											
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES							continued				
ACCOUNT TOTAL							31.68	.00	31.68		
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
2144		12/21 AP		05/24/21	0137609	US BANK	80.00			07/09/21	
						DPH REGULATORY PROGRAMS					
						EMS CERT.-LUCAS SCHMIDT					
2144		12/21 AP		05/21/21	0137609	US BANK	80.00			07/09/21	
						DPH REGULATORY PROGRAMS					
						EMS CERTIFICAT.-JOSH GETZ					
2144		12/21 AP		05/21/21	0137609	US BANK	80.00			07/09/21	
						DPH REGULATORY PROGRAMS					
						EMS CERT.-KYLE MANTERNACH					
64		01/22 AP		07/06/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			07/15/21	
						1 CERT.FEE-DRIV.OPER.PUMP					
						NOLAN YOUNG					
64		01/22 AP		06/25/21	0000000	LEXIPOL	2,250.00			07/15/21	
						FIRE & EMS PLATFORM					
						07/01/21-06/30/22					
ACCOUNT TOTAL							2,540.00	.00	2,540.00		
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
2171		12/21 AP		06/07/21	0000000	OUTDOOR & MORE	197.98			07/15/21	
						SMALL ENGINE FUEL					
2144		12/21 AP		05/28/21	0137609	US BANK	202.09			07/09/21	
						NORCO INC					
						CALIBRATION GAS-METERS					
ACCOUNT TOTAL							400.07	.00	400.07		
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE											
2144		12/21 AP		05/28/21	0137609	US BANK	335.76			07/09/21	
						THE SHIRT SHACK					
						SHIRTS-INVENTORY					
2144		12/21 AP		05/28/21	0137609	US BANK	441.19			07/09/21	
						THE SHIRT SHACK					
						SHIRTS-INVENTORY					
ACCOUNT TOTAL							776.95	.00	776.95		
101-4511-414.93-01 EQUIPMENT / EQUIPMENT											
2144		12/21 AP		06/07/21	0137609	US BANK		5.25		07/09/21	
						WPSG					
						CREDIT TAX-DUAL LIGHT					
2144		12/21 AP		05/31/21	0137609	US BANK	89.19			07/09/21	
						WPSG					
						MULTI-FUNCTION DUAL LIGHT					
ACCOUNT TOTAL							89.19	5.25	83.94		
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2154		12/21 AP		06/22/21	0000000	STOREY KENWORTHY	7.45			07/15/21	
						COPY PAPER					

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FUND 101 GENERAL FUND										
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2154		12/21 AP		06/01/21	0000000	STOREY KENWORTHY COPY PAPER	7.45			07/15/21
ACCOUNT TOTAL							14.90	.00	14.90	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2163		12/21 AP		07/07/21	0000000	SHRED-IT USA	61.51			07/15/21
2163		12/21 AP		07/01/21	0000000	ON-SITE DOC. DESTRUCTION TICKET #8068720916	62.00			07/15/21
2163		12/21 AP		07/01/21	0000000	TOW & STORE-HONDA PIONEER L & M TRANSMISSION	69.00			07/15/21
2163		12/21 AP		07/01/21	0000000	TOW & STORE-HYUNDAI ELANT WHITE ELANTRA-ACCIDENT L & M TRANSMISSION	64.00			07/15/21
2163		12/21 AP		07/01/21	0000000	TOW & STORE-CHEVY MALIBU VIN 1G1ZH57B484290888 L & M TRANSMISSION	50.00			07/15/21
2163		12/21 AP		07/01/21	0000000	TOW & STORE-YAMAHA YW50 CASE #21-047113;STOLEN THOMSON REUTERS - WEST	285.65			07/15/21
2163		12/21 AP		06/28/21	0000000	INVESTIGATIVE SOFTWARE 06/01/21-06/30/21 MARTIN BROS.DISTRIBUTING	258.00			07/15/21
2163		12/21 AP		06/28/21	0000000	KITCHEN SUPPLIES-PD RUDY'S SALES & SERVICE	1,200.00			07/15/21
2163		12/21 AP		06/14/21	0000000	2021 GOLF CART RENTAL STURGIS FALLS RASMUSSON CO., THE	50.00			07/15/21
2144		12/21 AP		06/09/21	0137609	MOVE GMC YUKON-LIBERTY II 1615 SUNNYSIDE;21-046627 US BANK	239.60			07/09/21
65		01/22 AP		07/08/21	0000000	AMZN MKTP US*2X43723I2 BLANK DVD'S-PD	26.50			07/15/21
65		01/22 AP		07/08/21	0000000	NOTARY STAMP-KELLI YATES DES MOINES STAMP MFG. CO.	26.50			07/15/21
65		01/22 AP		07/08/21	0000000	NOTARY STAMP-ZACH LADAGE DES MOINES STAMP MFG. CO.	26.60			07/15/21
65		01/22 AP		07/07/21	0000000	NOTARY STAMP-JODI HARN GIBSON SPECIALTY CO.	34.00			07/15/21
65		01/22 AP		07/02/21	0000000	MAILBOX & LOCKER NAMETAGS ZIKUDA/KLANG/MIXDORF/SULL O'DONNELL ACE HARDWARE	30.76			07/15/21
ACCOUNT TOTAL							2,484.12	.00	2,484.12	
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING										
65		01/22 AP		07/06/21	0000000	NOTICE-ABANDONED VEHICLES COURIER LEGAL COMMUNICATIONS	4.72			07/15/21
ACCOUNT TOTAL							4.72	.00	4.72	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										

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FUND 101 GENERAL FUND										
101-5521-415.72-99						OPERATING SUPPLIES / POSTAGE				
2144		12/21 AP		06/04/21	0137609	US BANK	7.00			07/09/21
						USPS PO 1814940913				
						MAIL FOR CASE# 21-0528105				
						ACCOUNT TOTAL	7.00	.00	7.00	
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
101-5521-415.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
2144		12/21 AP		06/04/21	0137609	US BANK	30.00			07/09/21
						IOWA SECRETARY OF STATE				
						RENEW NOTARY-M. BECKNER				
						ACCOUNT TOTAL	30.00	.00	30.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
2144		12/21 AP		06/21/21	0137609	US BANK	537.60			07/09/21
						AMERICINN OF NEWTON				
2144		12/21 AP		06/21/21	0137609	US BANK	366.24			07/09/21
						MARRIOTT WEST DES MOIN				
2144		12/21 AP		05/31/21	0137609	US BANK	12.89			07/09/21
						FUZZYS TACO SHOP - CORALV				
2144		12/21 AP		05/31/21	0137609	US BANK	16.06			07/09/21
						FUZZYS TACO SHOP - CORALV				
2144		12/21 AP		05/31/21	0137609	US BANK	360.93			07/09/21
						MARRIOTT CORAVLE CONF				
2144		12/21 AP		05/31/21	0137609	US BANK	7.27			07/09/21
						CULVERS OF HIAWATHA				
2144		12/21 AP		05/24/21	0137609	US BANK	191.50			07/09/21
						THE OTHER PLACE EDALE				
						MEALS-FIREARMS TRAINING				
						ACCOUNT TOTAL	1,492.49	.00	1,492.49	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
101-5521-415.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
2163		12/21 AP		06/29/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	625.00			07/15/21
						PREC.DRIV.INST.SCH.-YOUNG				
2163		12/21 AP		06/29/21	0000000	IOWA LAW ENFORCEMENT ACADEMY		100.00		07/15/21
						INST.ASST.-DOMESTIC ABUSE				
2163		12/21 AP		06/29/21	0000000	IOWA LAW ENFORCEMENT ACADEMY		100.00		07/15/21
						INST.ASST.-DOMESTIC ABUSE				
2163		12/21 AP		06/28/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	150.00			07/15/21
						FIREARM INST.RECERT-JOHNZ				
65		01/22 AP		07/09/21	0000000	UNIV.OF IOWA HOSPITALS-CLINIC	34.00			07/15/21
						BLS HEALTHCARE CARDS-4				
						NEW PSO'S				
						ACCOUNT TOTAL	809.00	200.00	609.00	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
101-6613-433.72-01						OPERATING SUPPLIES				
2156		12/21 AP		06/30/21	0000000	CULLIGAN WATER CONDITIONING	135.00			07/15/21

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FUND 101 GENERAL FUND									
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
2129				12/21 AP 06/29/21 0000000	BUILDERS SELECT LLC	19.99		07/15/21	
5 GAL WATER FOR GREENWOOD									
2129				12/21 AP 06/29/21 0000000	GIERKE-ROBINSON COMPANY, INC.	36.53		07/15/21	
FOAM CAULK									
BACKER ROD									
ACCOUNT TOTAL						191.52	.00	191.52	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2156				12/21 AP 06/25/21 0000000	MENARDS-CEDAR FALLS	29.98		07/15/21	
LIGHT BULBS									
PROJECT#:	062506								
2156				12/21 AP 06/25/21 0000000	MENARDS-CEDAR FALLS		25.98	07/15/21	
LIGHT BULBS RETURN									
PROJECT#:	062506								
2156				12/21 AP 06/25/21 0000000	MENARDS-CEDAR FALLS	25.98		07/15/21	
LIGHT BULBS									
PROJECT#:	062506								
2129				12/21 AP 06/23/21 0000000	MARTIN BROS.DISTRIBUTING	266.15		07/15/21	
TOWELS, TISSUES, LINERS,									
SANITIZER, SOAP, CLEANERS									
PROJECT#:	062503								
2129				12/21 AP 06/23/21 0000000	MARTIN BROS.DISTRIBUTING	185.63		07/15/21	
TOWELS, TISSUES, LINERS,									
SANITIZER, SOAP, CLEANERS									
PROJECT#:	062507								
2129				12/21 AP 06/23/21 0000000	MARTIN BROS.DISTRIBUTING	324.33		07/15/21	
TOWELS, TISSUES, LINERS,									
SANITIZER, SOAP, CLEANERS									
PROJECT#:	062510								
2129				12/21 AP 06/23/21 0000000	MARTIN BROS.DISTRIBUTING	257.45		07/15/21	
TOWELS, TISSUES, LINERS,									
SANITIZER, SOAP, CLEANERS									
PROJECT#:	062511								
2129				12/21 AP 06/23/21 0000000	MARTIN BROS.DISTRIBUTING	756.65		07/15/21	
TOWELS, TISSUES, LINERS,									
SANITIZER, SOAP, CLEANERS									
PROJECT#:	062514								
2129				12/21 AP 06/22/21 0000000	ECHO GROUP, INC.	16.73		07/15/21	
WIRE CONNECTORS									
PROJECT#:	062507								
2146				12/21 AP 06/21/21 0000000	POLK'S LOCK SERVICE, INC.	431.54		07/15/21	
STEAM ROOM DOOR CLOSER									
PROJECT#:	062507								
2129				12/21 AP 05/20/21 0000000	O'DONNELL ACE HARDWARE	3.69		07/15/21	
THREAD ROD									
PROJECT#:	062501								
2129				12/21 AP 03/03/21 0000000	O'DONNELL ACE HARDWARE	8.69		07/15/21	
GORILLA TAPE									
PROJECT#:	062501								
47				01/22 AP 07/02/21 0000000	C & C WELDING & SANDBLASTING	194.53		07/15/21	
TRX MOUNTING BRACKETS									
PROJECT#:	062507								

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
ACCOUNT TOTAL							2,501.35	25.98	2,475.37	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2144		12/21	AP	05/25/21	0137609	US BANK	65.97		07/09/21	
						AMZN MKTP US*2R8YF5DZ1				
						FLASHLIGHT				
						PROJECT#: 062506				
ACCOUNT TOTAL							65.97	.00	65.97	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2156		12/21	AP	06/30/21	0000000	ENGINEERED CONTROLS, INC.	230.96		07/15/21	
						RADIANT HEAT ACTUATOR				
						PROJECT#: 062506				
2156		12/21	AP	06/25/21	0000000	COOLEY PUMPING, LLC	350.00		07/15/21	
						DRAIN CLEANING-RECYCLING				
						PROJECT#: 062506				
2156		12/21	AP	06/25/21	0000000	ECHO GROUP, INC.	28.40		07/15/21	
						LIGHT BALLAST				
						PROJECT#: 062501				
2129		12/21	AP	06/24/21	0000000	ECHO GROUP, INC.	4.24		07/15/21	
						ELECTRICAL OUTLET				
						PROJECT#: 062515				
2129		12/21	AP	06/24/21	0000000	ECHO GROUP, INC.	3.04		07/15/21	
						LIGHT BULB				
						PROJECT#: 062506				
2129		12/21	AP	06/24/21	0000000	ECHO GROUP, INC.	3.04		07/15/21	
						LIGHT BULB				
						PROJECT#: 062506				
2129		12/21	AP	06/22/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	169.00		07/15/21	
						HVAC REPAIR				
						PROJECT#: 062505				
2129		12/21	AP	06/22/21	0000000	ECHO GROUP, INC.	54.08		07/15/21	
						ELECTRICAL REPAIR PARTS				
						PROJECT#: 062507				
2129		12/21	AP	06/17/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	890.00		07/15/21	
						HVAC REPAIR				
						PROJECT#: 062505				
2146		12/21	AP	06/09/21	0000000	POLK'S LOCK SERVICE, INC.	17.50		07/15/21	
						LOCK REPAIR				
						PROJECT#: 062503				
2144		12/21	AP	05/25/21	0137609	US BANK		20.23	07/09/21	
						RETURN POWER CORD				
						PROJECT#: 062503				
2146		12/21	AP	05/20/21	0000000	PROSHIELD FIRE & SECURITY	39.00		07/15/21	
						FIRE EXTINGUISHER INSPECT				
						PROJECT#: 062506				
ACCOUNT TOTAL							1,789.26	20.23	1,769.03	

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FUND 101 GENERAL FUND									
101-6616-446	81-08	PROFESSIONAL SERVICES / PEST CONTROL							
47		01/22 AP		07/01/21 0000000	PLUNKETT'S PEST CONTROL, INC	24.96		07/15/21	
		PEST CONTROL							
PROJECT#:		062508							
47		01/22 AP		07/01/21 0000000	PLUNKETT'S PEST CONTROL, INC	49.18		07/15/21	
		PEST CONTROL							
PROJECT#:		062511							
47		01/22 AP		07/01/21 0000000	PLUNKETT'S PEST CONTROL, INC	204.50		07/15/21	
		PEST CONTROL							
PROJECT#:		062507							
47		01/22 AP		07/01/21 0000000	PLUNKETT'S PEST CONTROL, INC	25.00		07/15/21	
		PEST CONTROL							
PROJECT#:		062505							
47		01/22 AP		07/01/21 0000000	PLUNKETT'S PEST CONTROL, INC	30.00		07/15/21	
		PEST CONTROL							
PROJECT#:		062510							
47		01/22 AP		07/01/21 0000000	PLUNKETT'S PEST CONTROL, INC	40.00		07/15/21	
		PEST CONTROL							
PROJECT#:		062508							
47		01/22 AP		07/01/21 0000000	PLUNKETT'S PEST CONTROL, INC	40.00		07/15/21	
		PEST CONTROL							
PROJECT#:		062515							
ACCOUNT TOTAL						413.64	.00	413.64	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
47		01/22 AP		07/01/21 0000000	FRESH START CLEANING SOLUTION	50.00		07/15/21	
		CLEAN BEACH HOUSE							
PROJECT#:		062515							
47		01/22 AP		07/01/21 0000000	FRESH START CLEANING SOLUTION	3,700.00		07/15/21	
		JANITORIAL SERVICES							
PROJECT#:		062501							
47		01/22 AP		07/01/21 0000000	FRESH START CLEANING SOLUTION	1,448.00		07/15/21	
		JANITORIAL SERVICES							
PROJECT#:		062505							
47		01/22 AP		07/01/21 0000000	FRESH START CLEANING SOLUTION	7,000.00		07/15/21	
		JANITORIAL SERVICES							
PROJECT#:		062507							
47		01/22 AP		07/01/21 0000000	FRESH START CLEANING SOLUTION	3,000.00		07/15/21	
		JANITORIAL SERVICES							
PROJECT#:		062506							
47		01/22 AP		07/01/21 0000000	FRESH START CLEANING SOLUTION	624.00		07/15/21	
		JANITORIAL SERVICES							
PROJECT#:		062509							
47		01/22 AP		07/01/21 0000000	FRESH START CLEANING SOLUTION	3,268.00		07/15/21	
		JANITORIAL SERVICES							
PROJECT#:		062503							
47		01/22 AP		07/01/21 0000000	FRESH START CLEANING SOLUTION	770.00		07/15/21	
		JANITORIAL SERVICES							

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
PROJECT#: 062508									
47		01/22 AP		07/01/21	0000000	FRESH START CLEANING SOLUTION	1,664.00		07/15/21
JANITORIAL SERVICES									
PROJECT#: 062506									
47		01/22 AP		07/01/21	0000000	FRESH START CLEANING SOLUTION	250.00		07/15/21
JANITORIAL SERVICES									
PROJECT#: 062515									
47		01/22 AP		07/01/21	0000000	IA.DIV.LABOR-BOILER/ELEVATOR	75.00		07/15/21
ELEVATOR PERMIT									
PROJECT#: 062501									
ACCOUNT TOTAL							21,849.00	.00	21,849.00
101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2129		12/21 AP		05/28/21	0000000	DAVE EVERTS CONSTRUCTION	5,431.60		07/15/21
WINDOW REPLACEMENT REC CENTER									
PROJECT#: 062507									
ACCOUNT TOTAL							5,431.60	.00	5,431.60
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2146		12/21 AP		06/21/21	0000000	TESTAMERICA LABORATORIES, INC	21.00		07/15/21
PRO SHOP WATER TEST									
ACCOUNT TOTAL							21.00	.00	21.00
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2138		12/21 AP		06/28/21	0000000	DES MOINES STAMP MFG. CO.	81.55		07/15/21
APPROVAL STAMPS									
2138		12/21 AP		06/14/21	0000000	STOREY KENWORTHY	27.48		07/15/21
ENVELOPES, BATTERIES, PENS									
2138		12/21 AP		06/14/21	0000000	STOREY KENWORTHY	16.76		07/15/21
11X17 PAPER									
67		01/22 AP		07/08/21	0000000	DES MOINES STAMP MFG. CO.	36.80		07/15/21
LICENSED PROF. ENGR.STAMP LUKE ANDREASEN P26862									
72		01/22 AP		07/01/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.31		07/15/21
BATTERIES, PENS									
72		01/22 AP		07/01/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.73		07/15/21
COPY PAPER									
ACCOUNT TOTAL							204.63	.00	204.63
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2154		12/21 AP		07/01/21	0000000	BROWN'S SHOE FIT	145.00		07/15/21
SAFETY SHOES-D WICKE P.O. 56612									

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FUND 101 GENERAL FUND									
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES							continued		
ACCOUNT TOTAL							145.00	.00	145.00
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2144		12/21 AP		05/28/21	0137609	US BANK	29.58		07/09/21
						HOMEDEPOT.COM METAL MEASURING WHEEL			
2144		12/21 AP		05/27/21	0137609	US BANK	49.00		07/09/21
						AMZN MKTP US*2ROPO5GS0 ID BADGE HOLDERS-RETRACTS			
2144		12/21 AP		05/26/21	0137609	US BANK	12.53		07/09/21
						HOMEDEPOT.COM ENG SCALE WOOD RULE			
ACCOUNT TOTAL							91.11	.00	91.11
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
2138		12/21 AP		06/23/21	0000000	MIDAMERICAN ENERGY	10.22		07/15/21
						FINCHFORD RIVER GAUGE 05/24/21-06/23/21			
ACCOUNT TOTAL							10.22	.00	10.22
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.									
2138		12/21 AP		07/08/21	0000000	FOTH INFRASTRUCTURE & ENVIRON	1,211.61		07/15/21
						BIG WOODS TRAIL BRIDGE INSPECTION			
ACCOUNT TOTAL							1,211.61	.00	1,211.61
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2146		12/21 AP		06/29/21	0000000	STOREY KENWORTHY	8.71		07/15/21
						PENS			
2146		12/21 AP		06/08/21	0000000	STOREY KENWORTHY	19.37		07/15/21
						CLIPBOARD			
ACCOUNT TOTAL							28.08	.00	28.08
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2156		12/21 AP		06/30/21	0000000	CULLIGAN WATER CONDITIONING	21.85		07/15/21
						WATER FOR PARK 606 UNION			
2156		12/21 AP		06/30/21	0000000	MENARDS-CEDAR FALLS	559.90		07/15/21
						4X8 PLYWOOD			
2129		12/21 AP		06/29/21	0000000	O'DONNELL ACE HARDWARE	9.98		07/15/21
						WASP SPRAY			
2156		12/21 AP		06/29/21	0000000	ZIMCO SUPPLY CO.	70.00		07/15/21
						CHEMICALS			
2146		12/21 AP		06/25/21	0000000	POLK'S LOCK SERVICE, INC.	8.00		07/15/21
						MASTER KEY			

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FUND 101 GENERAL FUND									
101-6633-423.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
2146				12/21 AP 06/18/21	0000000 SIGNS BY TOMORROW	83.50		07/15/21	
					PARK SIGN DECAL				
2129				12/21 AP 06/16/21	0000000 BENTON'S SAND & GRAVEL, INC.	131.85		07/15/21	
					RIVER ROCK				
2146				12/21 AP 06/15/21	0000000 STOREY KENWORTHY		19.37	07/15/21	
					RETURN CLIPBOARDS				
2129				12/21 AP 06/14/21	0000000 BENTON'S READY MIX CONCRETE,	167.00		07/15/21	
					CONCRETE-26TH STREET				
2146				12/21 AP 06/10/21	0000000 STOREY KENWORTHY	34.06		07/15/21	
					POST-ITS, CLIPBOARDS				
2144				12/21 AP 06/08/21	0137609 US BANK	208.61		07/09/21	
					TRACTOR-SUPPLY-CO #0146				
47				01/22 AP 07/07/21	0000000 BUILDERS SELECT LLC	47.97		07/15/21	
					PRAMITOL GALLON AND TANK				
47				01/22 AP 07/06/21	0000000 O'DONNELL ACE HARDWARE	109.35		07/15/21	
					SHINGLE STARTER				
47				01/22 AP 07/02/21	0000000 LANDSCAPING TOOLS	69.97		07/15/21	
					PRUNERS, LOPPERS				
					SHINGLE STARTER AND NAILS				
					ACCOUNT TOTAL	1,522.04	19.37	1,502.67	
101-6633-423.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
2129				12/21 AP 06/04/21	0000000 COOLEY PUMPING, LLC	105.00		07/15/21	
					PORTA POTTY-ELDORADO PARK				
2129				12/21 AP 06/04/21	0000000 COOLEY PUMPING, LLC	85.00		07/15/21	
					PORTA POTTY-TONDRO PRAY				
2129				12/21 AP 06/04/21	0000000 COOLEY PUMPING, LLC	85.00		07/15/21	
					PORTA POTTY				
					LIONS BASEBALL FIELD				
					ACCOUNT TOTAL	275.00	.00	275.00	
101-6633-423.92-01					STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
2129				12/21 AP 06/22/21	0000000 BENTON'S READY MIX CONCRETE,	1,190.00		07/15/21	
					CONCRETE FOR TRAIL REPAIR				
					GREENHILL RD				
					ACCOUNT TOTAL	1,190.00	.00	1,190.00	
					FUND TOTAL	84,982.49	3,021.38	81,961.11	

FUND 203 TAX INCREMENT FINANCING

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
2129		12/21 AP		06/28/21	0000000 GIERKE-ROBINSON COMPANY, INC.	55.28		07/15/21		
		CONCRETE RAKES								
2146		12/21 AP		06/28/21	0000000 O'DONNELL ACE HARDWARE	55.98		07/15/21		
		SAWZAL BLADES								
2129		12/21 AP		06/16/21	0000000 GIERKE-ROBINSON COMPANY, INC.	27.64		07/15/21		
		CONCRETE RAKE								
		ACCOUNT TOTAL					138.90	.00	138.90	
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS										
2156		12/21 AP		03/17/21	0000000 NORTH AMERICAN SAFETY, INC	63.97		07/15/21		
		HI VISION SHIRTS STOCK								
		ACCOUNT TOTAL					63.97	.00	63.97	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
2129		12/21 AP		06/17/21	0000000 FASTENAL COMPANY	6.68		07/15/21		
		NOZZLES								
2129		12/21 AP		06/16/21	0000000 FASTENAL COMPANY	107.48		07/15/21		
		ANCHORS								
		ACCOUNT TOTAL					114.16	.00	114.16	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
2156		12/21 AP		06/30/21	0000000 ASPRO, INC.	177.76		07/15/21		
		HOT MIX ASPHALT								
2156		12/21 AP		06/30/21	0000000 BENTON'S READY MIX CONCRETE,	2,677.50		07/15/21		
		CONCRETE-PRODUCTION								
2156		12/21 AP		06/30/21	0000000 BENTON'S READY MIX CONCRETE,	393.25		07/15/21		
		CONCRETE-ABRAHAM								
2129		12/21 AP		06/29/21	0000000 BUILDERS SELECT LLC	89.95		07/15/21		
		FORM LUMBER FOR STREET REPAIR								
2156		12/21 AP		06/29/21	0000000 BENTON'S READY MIX CONCRETE,	461.50		07/15/21		
		CONCRETE-2300 WALNUT								
2129		12/21 AP		06/26/21	0000000 ASPRO, INC.	205.92		07/15/21		
		HOTMIX ASPHALT								
2129		12/21 AP		06/24/21	0000000 MENARDS-CEDAR FALLS	297.52		07/15/21		
		LUMBER FOR FORMS								
2156		12/21 AP		06/23/21	0000000 STETSON BUILDING PRODUCTS LLC	1,574.34		07/15/21		
		REBAR AND WATTLES								
2129		12/21 AP		06/22/21	0000000 BENTON'S READY MIX CONCRETE,	355.00		07/15/21		
		CONCRETE APRON REPAIR LINCOLN ST								
2129		12/21 AP		06/22/21	0000000 MENARDS-CEDAR FALLS	23.92		07/15/21		
		REBAR FOR CONCRETE REPAIR								
		ACCOUNT TOTAL					6,256.66	.00	6,256.66	

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.92-93						STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS			
2138		12/21 AP		07/01/21	00000000	QUESTCDN	285.00		07/15/21
				3240-WEST 27TH ST. RECON.		06/15/21-19 BIDS			
		PROJECT#:		023240					
2138		12/21 AP		06/21/21	00000000	AECOM TECHNICAL SERVICES, INC	23,051.67		07/15/21
				3240-WEST 27TH ST. RECON.		05/15/21-06/11/21			
		PROJECT#:		023240					
		ACCOUNT TOTAL					23,336.67	.00	23,336.67
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2129		12/21 AP		06/23/21	00000000	ECHO GROUP, INC.	155.62		07/15/21
				ELECTRICAL SUPPLIES					
2146		12/21 AP		06/22/21	00000000	MENARDS-CEDAR FALLS	26.91		07/15/21
				ELECTRICAL CORD					
		ACCOUNT TOTAL					182.53	.00	182.53
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
2146		12/21 AP		06/15/21	00000000	SHERWIN-WILLIAMS COMPANY	116.90		07/15/21
				TRAFFIC PAINT					
2144		12/21 AP		06/09/21	0137609	US BANK	9.99		07/09/21
				FARM & FLT OF CEDAR FLS		PRESSURE VALVE FOR PAINT			
		ACCOUNT TOTAL					126.89	.00	126.89
206-6647-436.73-41 OTHER SUPPLIES / CIVIL DEFENSE SIRENS									
2146		12/21 AP		06/25/21	00000000	RADIO COMMUNICATIONS CO., INC	85.00		07/15/21
				SIREN REPAIR					
		ACCOUNT TOTAL					85.00	.00	85.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2146		12/21 AP		06/28/21	00000000	KW ELECTRIC, INC.	1,575.00		07/15/21
				LABOR FOR CAMERA UPGRADE					
		ACCOUNT TOTAL					1,575.00	.00	1,575.00
		FUND TOTAL					31,879.78	.00	31,879.78

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FUND 215 HOSPITAL FUND											
FUND 216 POLICE BLOCK GRANT FUND											
FUND 217 SECTION 8 HOUSING FUND											
FUND 223 COMMUNITY BLOCK GRANT											
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING											
2154		12/21	AP	06/22/21	0000000		STOREY KENWORTHY	3.72			07/15/21
							COPY PAPER				
2154		12/21	AP	06/01/21	0000000		STOREY KENWORTHY	3.72			07/15/21
							COPY PAPER				
ACCOUNT TOTAL								7.44	.00	7.44	
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
2170		12/21	AP	05/31/21	0004642		IOWA NORTHLAND REGIONAL CO. O		1,625.56		07/14/21
							ENTITLEMENT SIDEWALKS				
2170		12/21	AP	05/31/21	0004642		IOWA NORTHLAND REGIONAL CO. O	1,625.56			07/14/21
							ENTITLEMENT SIDEWALKS				
							MAY EXPENSES				
PROJECT#:							023248				
2170		12/21	AP	04/30/21	0004637		IOWA NORTHLAND REGIONAL CO. O		190.22		07/14/21
							ENTITLEMENT SIDEWALKS				
2170		12/21	AP	04/30/21	0004637		IOWA NORTHLAND REGIONAL CO. O	190.22			07/14/21
							ENTITLEMENT SIDEWALKS				
							APRIL EXPENSES				
PROJECT#:							023248				
2170		12/21	AP	03/31/21	0004628		IOWA NORTHLAND REGIONAL CO. O		138.99		07/14/21
							ENTITLEMENT SIDEWALKS				
2170		12/21	AP	03/31/21	0004628		IOWA NORTHLAND REGIONAL CO. O	138.99			07/14/21
							ENTITLEMENT SIDEWALKS				
							MARCH EXPENSES				
PROJECT#:							023248				
2170		12/21	AP	02/26/21	0004626		IOWA NORTHLAND REGIONAL CO. O		479.75		07/14/21
							ENTITLEMENT SIDEWALKS				
2170		12/21	AP	02/26/21	0004626		IOWA NORTHLAND REGIONAL CO. O	479.75			07/14/21
							ENTITLEMENT SIDEWALKS				
							FEBRUARY EXPENSES				
PROJECT#:							023248				
2170		12/21	AP	02/26/21	0004626		IOWA NORTHLAND REGIONAL CO. O		828.96		07/14/21
							ENTITLEMENT SIDEWALKS 19				
2170		12/21	AP	02/26/21	0004626		IOWA NORTHLAND REGIONAL CO. O	828.96			07/14/21
							ENTITLEMENT SIDEWALKS 19				
							FEBRUARY EXPENSES-FINAL				
PROJECT#:							023223				
ACCOUNT TOTAL								3,263.48	3,263.48	.00	
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT											
72		01/22	AP	07/06/21	0000000		COURIER LEGAL COMMUNICATIONS	53.55			07/15/21
							3248-21 CDBG SIDEWALK INF				
							WALNUT ST FLOOD PLAN				
PROJECT#:							023248				
ACCOUNT TOTAL								53.55	.00	53.55	

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FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2170		12/21 AP		03/31/21 0004628	IOWA NORTHLAND REGIONAL CO. O SF REHAB-CDBG-CV1 CARES		601.22	07/14/21		
		PROJECT#: 022351 REMOVE PROJECT NUMBER								
2170		12/21 AP		03/31/21 0004628	IOWA NORTHLAND REGIONAL CO. O MARCH EXPENSES	601.22		07/14/21		
2170		12/21 AP		02/26/21 0004626	IOWA NORTHLAND REGIONAL CO. O SF REHAB TA-CDBG-CV CARES		1,387.09	07/14/21		
		PROJECT#: 022351 REMOVE PROJECT NUMBER								
2170		12/21 AP		02/26/21 0004626	IOWA NORTHLAND REGIONAL CO. O FEBRUARY EXPENSES	1,387.09		07/14/21		
2170		12/21 AP		01/29/21 0004625	IOWA NORTHLAND REGIONAL CO. O SF REHAB TA-CDBG-CV CARES		674.04	07/14/21		
		PROJECT#: 022351 REMOVE PROJECT NUMBER								
2170		12/21 AP		01/29/21 0004625	IOWA NORTHLAND REGIONAL CO. O JANUARY EXPENSES	674.04		07/14/21		
		PROJECT#: 022351 REG CDBG REHAB								
		ACCOUNT TOTAL					2,662.35	2,662.35	0.00	
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM										
2172		12/21 AP		06/11/21 0000000	COURIER LEGAL COMMUNICATIONS 2512 CEDAR H,210C2 BALBOA	76.46		07/15/21		
		PROJECT#: NOTICE TO BIDDERS								
		ACCOUNT TOTAL					76.46	0.00	76.46	
		FUND TOTAL					6,063.28	5,925.83	137.45	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
2138		12/21 AP		07/08/21 0000000	PETERSON CONTRACTORS	513,649.39		07/15/21		
		PROJECT#: 023227 3227-2021 STREET CONST.								
		ACCOUNT TOTAL					513,649.39	0.00	513,649.39	
242-1240-431.92-85 STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION										
2138		12/21 AP		06/18/21 0000000	FOTH INFRASTRUCTURE & ENVIRON SERVICES THRU 05/31/21	39,566.77		07/15/21		
		PROJECT#: 023238 3238-UNION RD RECONSTRUCT								
		ACCOUNT TOTAL					39,566.77	0.00	39,566.77	
		FUND TOTAL					553,216.16	0.00	553,216.16	

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FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2154				12/21	AP 06/22/21 0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
2154				12/21	AP 06/22/21 0000000	STOREY KENWORTHY	.92			07/15/21
						TAPE				
2144				12/21	AP 06/17/21 0137609	US BANK	169.00			07/09/21
						AMZN MKTP US*2X5XX3WG0				
2144				12/21	AP 06/16/21 0137609	US BANK	183.58			07/09/21
						B&H PHOTO 800-606-6969				
2154				12/21	AP 06/15/21 0000000	STOREY KENWORTHY	.78			07/15/21
						HILITERS,CORR TAPE,PENS				
2144				12/21	AP 06/09/21 0137609	US BANK	341.94			07/09/21
						MARKERTEK VIDEO SUPPLY				
2154				12/21	AP 06/01/21 0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
2144				12/21	AP 05/25/21 0137609	US BANK	37.50			07/09/21
						AMAZON.COM*2R5FD1362				
57				01/22	AP 07/07/21 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.33			07/15/21
						POST ITS,PENS,CORR.TAPE				
						ACCOUNT TOTAL	742.49	.00	742.49	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
2144				12/21	AP 06/10/21 0137609	US BANK	19.94			07/09/21
						MENARDS CEDAR FALLS IA				
						CLAMPS,CONDUIT				
						ACCOUNT TOTAL	19.94	.00	19.94	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2144				12/21	AP 06/18/21 0137609	US BANK	5.79			07/09/21
						CASEYS GEN STORE 3045				
2144				12/21	AP 06/14/21 0137609	US BANK	11.79			07/09/21
						CASEYS GEN STORE 3045				
2144				12/21	AP 06/10/21 0137609	US BANK	6.00			07/09/21
						CASEYS GEN STORE 3045				
2144				12/21	AP 05/25/21 0137609	US BANK	28.76			07/09/21
						JIMMY JOHNS - 3693				
						MEALS:CF GRADUATION				
						ACCOUNT TOTAL	52.34	.00	52.34	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
2144				12/21	AP 06/21/21 0137609	US BANK	38.99			07/09/21
						AMZN MKTP US*218L428P1				
2144				12/21	AP 06/14/21 0137609	US BANK	381.97			07/09/21
						NEWEGG INC				
2144				12/21	AP 06/11/21 0137609	US BANK	139.99			07/09/21
						NEWEGG INC				
						PC CASE-DENNY				

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FUND 254 CABLE TV FUND										
254-1088-431.93-01 EQUIPMENT / EQUIPMENT						continued				
2144		12/21	AP	06/11/21	0137609	US BANK	2,890.00			07/09/21
						NEWEGG INC				
						VIDEO CARD-MIKE				
2144		12/21	AP	06/11/21	0137609	US BANK	1,871.94			07/09/21
						NEWEGG INC				
						PC COMPONENTS-DENNY				
2144		12/21	AP	06/11/21	0137609	US BANK	2,890.00			07/09/21
						NEWEGG INC				
						VIDEO CARD-DENNY				
2144		12/21	AP	06/11/21	0137609	US BANK	211.89			07/09/21
						NEWEGG INC				
						HARD DRIVE-DENNY				
2144		12/21	AP	06/11/21	0137609	US BANK	356.13			07/09/21
						NEWEGG INC				
						POWER SUPPLY-MIKE				
2144		12/21	AP	06/10/21	0137609	US BANK	211.89			07/09/21
						NEWEGG INC				
						HARD DRIVE-MIKE				
2144		12/21	AP	06/10/21	0137609	US BANK	2,350.93			07/09/21
						NEWEGG INC				
						PC COMPONENTS-MIKE				
2144		12/21	AP	06/10/21	0137609	US BANK	139.99			07/09/21
						NEWEGG INC				
						PC CASE-MIKE				
2144		12/21	AP	06/09/21	0137609	US BANK	2,999.99			07/09/21
						NEWEGG INC				
						CABLE TV LAPTOP				
2144		12/21	AP	06/09/21	0137609	US BANK	97.42			07/09/21
						B&H PHOTO 800-606-6969				
						VIDEO FLUID HEAD				
2144		12/21	AP	05/27/21	0137609	US BANK	490.32			07/09/21
						B&H PHOTO 800-606-6969				
						PORTABLE POWER STATION				
ACCOUNT TOTAL							15,071.45	.00		15,071.45
FUND TOTAL							15,886.22	.00		15,886.22
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2154		12/21	AP	06/22/21	0000000	STOREY KENWORTHY	7.45			07/15/21
						COPY PAPER				
2154		12/21	AP	06/01/21	0000000	STOREY KENWORTHY	7.45			07/15/21
						COPY PAPER				
57		01/22	AP	07/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.83			07/15/21
						POST ITS,PENS,CORR.TAPE				
ACCOUNT TOTAL							15.73	.00		15.73
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
2154		12/21	AP	06/30/21	0000000	IPS GROUP, INC	1,677.50			07/15/21
						CITATION PRKNG FEES JUN21				
2154		12/21	AP	06/30/21	0000000	IPS GROUP, INC	175.00			07/15/21
						GATEWAY FEES-JUNE'21				
						(7) PAYSTATIONS				
ACCOUNT TOTAL							1,852.50	.00		1,852.50

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FUND 258 PARKING FUND									
258-5531-435.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
2154				12/21	AP 06/29/21 0000000	SIGNS BY TOMORROW	9,540.00		07/15/21
						POLES & SIGNS-COLLEGE HIL LOT IDENTIFICATION			
						ACCOUNT TOTAL	9,540.00	.00	9,540.00
						FUND TOTAL	11,408.23	.00	11,408.23
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
2167				12/21	AP 06/23/21 0000000	STOREY KENWORTHY	37.24		07/15/21
						COPY PAPER			
						ACCOUNT TOTAL	37.24	.00	37.24
261-2291-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
2144				12/21	AP 06/16/21 0137609	US BANK	10.94		07/09/21
						WM SUPERCENTER #753 BATTERIES/SOAP			
						ACCOUNT TOTAL	10.94	.00	10.94
261-2291-423.72-99						OPERATING SUPPLIES / POSTAGE			
2167				12/21	AP 06/23/21 0000000	EXPERIENCE WATERLOO	17.87		07/15/21
						SHIP 2 BOXES VG WILLIAMSBURG OUTLET MALL			
2144				12/21	AP 06/11/21 0137609	US BANK	19.70		07/09/21
						USPS PO 1814940913 SHIP 1 BOX VG TO KEOKUK			
						ACCOUNT TOTAL	37.57	.00	37.57
261-2291-423.73-52						OTHER SUPPLIES / BROCHURES & PUBLICATIONS			
2167				12/21	AP 06/28/21 0000000	STOREY KENWORTHY	25.05		07/15/21
						11X17 BROCHURE PAPER			
2167				12/21	AP 06/03/21 0000000	STOREY KENWORTHY	53.04		07/15/21
						2X4 LABELS FOR FRONT OF 2021 VG			
						ACCOUNT TOTAL	78.09	.00	78.09
261-2291-423.73-54						OTHER SUPPLIES / PROMOTIONAL ITEMS			
2167				12/21	AP 06/26/21 0000000	KOCH SPECIALTIES	569.52		07/15/21
						1575 2022 CALENDARS FOR GROUP MAILING			
2144				12/21	AP 06/16/21 0137609	US BANK	12.20		07/09/21
						WM SUPERCENTER #753 BAGS FOR TRAIL MIX			
2144				12/21	AP 06/03/21 0137609	US BANK	124.80		07/09/21
						SAMS CLUB #6514 TRAIL MIX			

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FUND 261 TOURISM & VISITORS									
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS							continued		
ACCOUNT TOTAL							706.52	.00	706.52
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
2167		12/21 AP		06/30/21	0000000	ZLR IGNITION	3,554.30		07/15/21
						FACEBOOK/GOOGLE/TWITTER			
2167		12/21 AP		06/28/21	0000000	AMPERAGE	2,310.00		07/15/21
						CREATIVE SERVICES FOR			
2167		12/21 AP		06/25/21	0000000	AMPERAGE	1,690.00		07/15/21
						CREATIVE SERVICES			
2167		12/21 AP		06/23/21	0000000	AMPERAGE	4,000.00		07/15/21
						KCRG.COM REMARKETING			
2167		12/21 AP		06/17/21	0000000	UNI ALUMNI ASSOCIATION (UNIAA	3,000.00		07/15/21
						FY21 ADVERTISE IN UNI-ALM			
2167		12/21 AP		06/08/21	0000000	PREMIER TRAVEL MEDIA	1,005.00		07/15/21
						DISPLAY AD			
						JUNE LEISURE GROUP TRAVEL			
ACCOUNT TOTAL							15,559.30	.00	15,559.30
261-2291-423.73-56 OTHER SUPPLIES / RESEARCH									
66		01/22 AP		06/23/21	0000000	STR, LLC	2,200.00		07/15/21
						DMO DESTINATION REPORT			
						EXPIRES 6/30/2022			
ACCOUNT TOTAL							2,200.00	.00	2,200.00
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2144		12/21 AP		06/16/21	0137609	US BANK	20.00		07/09/21
						EB EITA ANNUAL MEETIN			
						PROJECT#: 032424			
						EITA ANNUAL MEETING			
ACCOUNT TOTAL							20.00	.00	20.00
261-2291-423.85-20 UTILITIES / INTERNET SERVICE									
66		01/22 AP		07/01/21	0000000	SPINUTECH WEB DESIGN, INC.	570.00		07/15/21
						QTRLY HOSTING/LICENSE/			
						SUPPORT FEE			
ACCOUNT TOTAL							570.00	.00	570.00
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS									
2167		12/21 AP		05/13/21	0000000	CEDAR TRAILS PARTNERSHIP	468.00		07/15/21
						RETURN CTP GRANT			
						NO PEDAL FEST IN 2021			
ACCOUNT TOTAL							468.00	.00	468.00

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FUND 261 TOURISM & VISITORS									
261-2291-423.92-01				12/21	AP 06/30/21 0000000	BLDGS / STRUCTURE IMPROV & BLDGS / NAGLE SIGNS INC.	15,637.45		07/15/21
2172						3213-WAY FINDING SIGNAGE			
						PROJECT#: 023213			
						ACCOUNT TOTAL	15,637.45	.00	15,637.45
261-2291-423.93-01 EQUIPMENT / EQUIPMENT									
261-2291-423.93-01				12/21	AP 05/24/21 0137609	US BANK	69.00		07/09/21
2144						AMZN MKTP US*2R4KU6412 STABILIZER FOR SMARTPHONE			
						ACCOUNT TOTAL	69.00	.00	69.00
						FUND TOTAL	35,394.11	.00	35,394.11
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01				12/21	AP 06/03/21 0137609	OPERATING SUPPLIES / OPERATING SUPPLIES / US BANK	32.49		07/09/21
2145						AMZN MKTP US*2R6UH7WR0 PLASTIC T-SHIRT BAGS			
						ACCOUNT TOTAL	32.49	.00	32.49
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
262-1092-423.89-08				12/21	AP 06/21/21 0137609	US BANK	7.99		07/09/21
2145						AMAZON.COM*219IS86R1 AMZN CHESS SET			
2145				12/21	AP 06/21/21 0137609	US BANK	5.99		07/09/21
2145						AMAZON.COM*214BJ4ZQ2 AMZN YAHTZEE GAME			
2145				12/21	AP 06/21/21 0137609	US BANK	83.20		07/09/21
2145				12/21	AP 05/31/21 0137609	US BANK	84.94		07/09/21
2145						AMZN MKTP US*217FK2AP0 AM JENGA, UNO, SEQUENCE,			
2145						DOLLAR TREE WHITE CHALK PENS			
2145				12/21	AP 05/28/21 0137609	US BANK	41.89		07/09/21
2145						AMZN MKTP US*2R90261X2 WOOD STYLUS & SCRATCH ART			
						ACCOUNT TOTAL	224.01	.00	224.01
						FUND TOTAL	256.50	.00	256.50
FUND 291 POLICE FORFEITURE FUND									
291-5521-415.89-41				01/22	AP 07/06/21 0000000	MISCELLANEOUS SERVICES / POLICE EQUIPMENT / CELLEBRITE USA, INC.	4,300.00		07/15/21
65						CELL PHONE DATA DOWNLOADR 07/13/21-07/12/22			
						ACCOUNT TOTAL	4,300.00	.00	4,300.00

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FUND 291					POLICE FORFEITURE FUND			
					FUND TOTAL	4,300.00	.00	4,300.00
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			
404-1220-431.89-80					MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG			
2144				12/21	AP 06/16/21 0137609 US BANK	465.12		07/09/21
					LIFE ASSIST INC N95 RESPIRATOR MASKS			
PROJECT#:				012020				
					ACCOUNT TOTAL	465.12	.00	465.12
					FUND TOTAL	465.12	.00	465.12
FUND 405					FLOOD RESERVE FUND			
FUND 407					VISION IOWA PROJECT			
FUND 408					STREET IMPROVEMENT FUND			
FUND 430					2004 TIF BOND			
430-1220-431.92-54					STRUCTURE IMPROV & BLDGS / DOWNTOWN STREETScape			
2138				12/21	AP 06/30/21 0000000 SNYDER & ASSOCIATES, INC.	20,289.48		07/15/21
					3194-2ND & 3RD ST. RECON. THRU 4/28/21-FINAL			
PROJECT#:				023194				
					ACCOUNT TOTAL	20,289.48	.00	20,289.48
430-1220-431.97-82					TIF BOND PROJECTS / STREETScape MAINTENANCE			
2138				12/21	AP 07/08/21 0000000 OWEN CONTRACTING INC.	101,548.59		07/15/21
					3242-DWNTWN STREETScape II			
PROJECT#:				023242				
2146				12/21	AP 06/30/21 0000000 MIDLAND CONCRETE PRODUCTS, LL	36,848.50		07/15/21
					PAVERS CMS STREETScape PHASE 2			
PROJECT#:				023242				
2138				12/21	AP 06/28/21 0000000 SNYDER & ASSOCIATES, INC.	5,022.27		07/15/21
					3242-DWNTWN STREETScape II SERVICES THRU 05/31/21			
PROJECT#:				023242				
					ACCOUNT TOTAL	143,419.36	.00	143,419.36

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FUND 430 2004 TIF BOND										
430-1220-2154		12/21	AP	06/29/21	0000000	COLLEGE HILL TIF SIGNS BY TOMORROW POLES & SIGNS-COLLEGE HIL LOT IDENTIFICATION	5,000.00			07/15/21
ACCOUNT TOTAL							5,000.00	.00	5,000.00	
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE										
430-1220-2138		12/21	AP	06/28/21	0000000	CYBER LANE SNYDER & ASSOCIATES, INC. 3245-CYBER LANE EXTENSION SERVICES THRU 05/31/21 PROJECT#: 023245	7,849.50			07/15/21
ACCOUNT TOTAL							7,849.50	.00	7,849.50	
FUND TOTAL							176,558.34	.00	176,558.34	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-2172		12/21	AP	07/05/21	0000000	DAM SAFETY IMPROVEMENTS RIVERWISE ENGINEERING, LLC 3088-CDR.RV.LOW HEAD DAM PROJECT#: 023088	13,523.70			07/15/21
ACCOUNT TOTAL							13,523.70	.00	13,523.70	
FUND TOTAL							13,523.70	.00	13,523.70	
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-2138		12/21	AP	07/06/21	0000000	UNION ROAD TRAIL LODGE CONSTRUCTION, INC 3217-UNION ROAD TRAIL PROJECT#: 023217	7,068.10			07/15/21
ACCOUNT TOTAL							7,068.10	.00	7,068.10	
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
438-1220-2138		12/21	AP	06/28/21	0000000	GREENHILL RD & S MAIN INT AHLERS AND COONEY, P.C. 3228-GREENHILL/S MAIN INT CONDEMNATION;5/20-6/19/21 PROJECT#: 023228	633.37			07/15/21
ACCOUNT TOTAL							633.37	.00	633.37	

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FUND 438 2020 BOND FUND										
438-1220-2138		431.98-83		12/21	06/28/21 0000000	CEDAR HGTS DRIVE RECON SNYDER & ASSOCIATES, INC.	82,367.00			07/15/21
						3171-CEDAR HEIGHTS RECON. SERVICES 05/01-05/31/21				
PROJECT#: 023171										
ACCOUNT TOTAL							82,367.00	.00	82,367.00	
FUND TOTAL							90,068.47	.00	90,068.47	
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-2138		431.98-88		12/21	06/28/21 0000000	ASHWORTH DR TO HUDSON RD AHLERS AND COONEY, P.C.	392.00			07/15/21
						3244-ASHWORTH DR EXT. EASEMENT; 06/11-06/14/21				
PROJECT#: 023244										
ACCOUNT TOTAL							392.00	.00	392.00	
FUND TOTAL							392.00	.00	392.00	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-2146		436.71-01		12/21	06/08/21 0000000	OFFICE SUPPLIES / OFFICE SUPPLIES STOREY KENWORTHY	84.15			07/15/21
						PAPER, PENS, POST-ITS, LEAD JR LEGAL PADS				
ACCOUNT TOTAL							84.15	.00	84.15	
551-6685-2146		436.71-06		12/21	06/28/21 0000000	OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES STOREY KENWORTHY	156.14			07/15/21
						BOXES, PAPER, PENS, TAPE, CLIPS				
ACCOUNT TOTAL							156.14	.00	156.14	

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FUND 551 REFUSE FUND										
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2129		12/21 AP		06/30/21	0000000	CULLIGAN WATER CONDITIONING WATER-TRANSFER STATION	6.75			07/15/21
						ACCOUNT TOTAL	6.75	0.00	6.75	
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING										
551-6685-436.72-19						OPERATING SUPPLIES / PRINTING				
2146		12/21 AP		06/28/21	0000000	PARKADE PRINTER, INC. SERVICE TICKETS REFUSE AND PARKS	66.15			07/15/21
						ACCOUNT TOTAL	66.15	0.00	66.15	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
551-6685-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
2154		12/21 AP		07/01/21	0000000	THOMPSON SHOES SAFETY SHOES-V BUTTERFIEL P.O. 56611	146.20			07/15/21
						ACCOUNT TOTAL	146.20	0.00	146.20	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
551-6685-436.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
2129		12/21 AP		06/23/21	0000000	MENARDS-CEDAR FALLS VINYL TUBING, IMPACT 1" FOR 348 PROJECT	18.56			07/15/21
47		01/22 AP		07/08/21	0000000	DIAMOND VOGEL PAINT - #64/#55 PAINT-TRANSFER STATION	32.27			07/15/21
47		01/22 AP		07/06/21	0000000	DIAMOND VOGEL PAINT - #64/#55 PAINT-TRANSFER STATION	27.66			07/15/21
						ACCOUNT TOTAL	78.49	0.00	78.49	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN				
2156		12/21 AP		07/02/21	0000000	MIDWEST ELECTRONIC RECOVERY COMPUTER RECYCLING	1,319.10			07/15/21
47		01/22 AP		07/02/21	0000000	WEIKERT IRON AND METAL APPLIANCE RECYCLING	3,283.00			07/15/21
						ACCOUNT TOTAL	4,602.10	0.00	4,602.10	
						FUND TOTAL	5,139.98	0.00	5,139.98	
FUND 552 SEWER RENTAL FUND										
552-6655-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
2148		12/21 AP		06/17/21	0000000	ELECTRICAL ENGINEERING & EQUI ELECTRONIC BOARD	105.11			07/15/21
2148		12/21 AP		06/08/21	0000000	PLUMB SUPPLY COMPANY, LLC SEAL WATER VALVE	304.18			07/15/21

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FUND 552 SEWER RENTAL FUND									
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT							continued		
2148		12/21	AP	06/04/21	0000000	VAN METER, INC. TERMINAL STRIP	36.87		07/15/21
ACCOUNT TOTAL							446.16	.00	446.16
552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2148		12/21	AP	06/08/21	0000000	CRESCENT ELECTRIC ELECTRICAL BOX	103.61		07/15/21
ACCOUNT TOTAL							103.61	.00	103.61
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
2156		12/21	AP	06/22/21	0000000	STETSON BUILDING PRODUCTS LLC CASTING AND EXPANSION	324.32		07/15/21
ACCOUNT TOTAL							324.32	.00	324.32
552-6655-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
2144		12/21	AP	06/11/21	0137609	US BANK WPY*IOWA WATER ENVIRONMEN COLLECTION LICENSE	60.00		07/09/21
ACCOUNT TOTAL							60.00	.00	60.00
552-6655-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2148		12/21	AP	06/04/21	0000000	PLUMB TECH INC. BACKFLOW TESTING	764.55		07/15/21
ACCOUNT TOTAL							764.55	.00	764.55
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS									
2148		12/21	AP	06/28/21	0000000	CITY LAUNDERING CO. RUGS	38.75		07/15/21
ACCOUNT TOTAL							38.75	.00	38.75
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2148		12/21	AP	06/25/21	0000000	MUNICIPAL PIPE TOOL CO., INC. SEWER LINING FY21 5/17/21-6/24/21	94,693.41		07/15/21
PROJECT#: 023253									
ACCOUNT TOTAL							94,693.41	.00	94,693.41

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FUND 552 SEWER RENTAL FUND										
552-6655-436.96-82				12/21	AP 07/01/21 0000000	OAK PARK SEWER REPLACEMENT / OAK PARK SEWER REPLACEMENT QUESTCDN	330.00			07/15/21
2138				12/21	AP 07/01/21 0000000	QUESTCDN				
				12/21	AP 06/11/21-22 BIDS	3182-OAK PARK SEWER REPL.				
						PROJECT#: 023182				
						ACCOUNT TOTAL	330.00	.00	330.00	
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2154				12/21	AP 06/22/21 0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
2148				12/21	AP 06/08/21 0000000	STOREY KENWORTHY	30.23			07/15/21
						PENS FOR WATER REC				
2154				12/21	AP 06/01/21 0000000	STOREY KENWORTHY	3.72			07/15/21
						COPY PAPER				
						ACCOUNT TOTAL	37.67	.00	37.67	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
2148				12/21	AP 06/30/21 0000000	MIDLAND SCIENTIFIC, INC.	305.84			07/15/21
						LAB SUPPLIES				
2148				12/21	AP 06/26/21 0000000	UNITED PARCEL SERVICE	74.12			07/15/21
						SHIPPING-ARIES INDUSTRIES				
						LAB TESTING				
						ACCOUNT TOTAL	379.96	.00	379.96	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2148				12/21	AP 06/28/21 0000000	HUPP ELECTRIC MOTORS	460.00			07/15/21
						ELECTRONIC EQUIPMENT				
2148				12/21	AP 06/28/21 0000000	HUPP ELECTRIC MOTORS	14,697.07			07/15/21
						CEGAR HEIGHTS				
2148				12/21	AP 06/24/21 0000000	TRACTOR SUPPLY CO.	99.99			07/15/21
						ROUND UP				
2148				12/21	AP 06/22/21 0000000	VAN METER, INC.	943.35			07/15/21
						POWER SUPPLY PLANT PLC				
						ACCOUNT TOTAL	16,200.41	.00	16,200.41	
552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
2144				12/21	AP 06/09/21 0137609	US BANK	540.00			07/09/21
						IA DNR FEES AND PAYMENTS				
						OPERATOR LICENSE RENEWALS				
						ACCOUNT TOTAL	540.00	.00	540.00	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2148				12/21	AP 06/29/21 0000000	HUPP ELECTRIC MOTORS	51,176.35			07/15/21

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FUND 552 SEWER RENTAL FUND									
552-6665-436.86-01				REPAIR & MAINTENANCE / REPAIR & MAINTENANCE	continued				
				LIFT STATION PUMP REBUILD	17TH STREET				
				ACCOUNT TOTAL		51,176.35	.00	51,176.35	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
2148				12/21 AP 06/25/21 0000000	TESTAMERICA LABORATORIES, INC	1,568.50			07/15/21
				LAB TESTING					
				ACCOUNT TOTAL		1,568.50	.00	1,568.50	
				FUND TOTAL		166,663.69	.00	166,663.69	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01				OPERATING SUPPLIES / OPERATING SUPPLIES					
2138				12/21 AP 06/14/21 0000000	STOREY KENWORTHY	2.55			07/15/21
				ENVELOPES, BATTERIES, PENS					
2138				12/21 AP 06/14/21 0000000	STOREY KENWORTHY	3.73			07/15/21
				11X17 PAPER					
72				01/22 AP 07/01/21 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.48			07/15/21
				BATTERIES, PENS					
72				01/22 AP 07/01/21 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.45			07/15/21
				COPY PAPER					
				ACCOUNT TOTAL		10.21	.00	10.21	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
2129				12/21 AP 06/23/21 0000000	BENTON'S READY MIX CONCRETE, BOX REPAIR	167.00			07/15/21
				CONCRETE FOR STORM WATER					
				ACCOUNT TOTAL		167.00	.00	167.00	
555-6630-432.86-20 REPAIR & MAINTENANCE / STORM SEWERS									
2156				12/21 AP 06/25/21 0000000	BENTON'S READY MIX CONCRETE, CONCRETE-CATHERINE	292.25			07/15/21
				ACCOUNT TOTAL		292.25	.00	292.25	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2138				12/21 AP 06/30/21 0000000	ROBINSON ENGINEERING COMPANY	3,523.20			07/15/21
				3232-BLACK HAWK SUBWTRSHD	THRU 06/30/21- FINAL				
				PROJECT#: 023232					
				ACCOUNT TOTAL		3,523.20	.00	3,523.20	

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FUND 555 STORM WATER UTILITY									
FUND TOTAL							3,992.66	.00	3,992.66
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01				OFFICE SUPPLIES / OFFICE SUPPLIES					
2154				12/21 AP 06/22/21 0000000		STOREY KENWORTHY	3.72		07/15/21
				COPY PAPER					
2154				12/21 AP 06/01/21 0000000		STOREY KENWORTHY	3.72		07/15/21
				COPY PAPER					
ACCOUNT TOTAL							7.44	.00	7.44
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
2144				12/21 AP 06/09/21 0137609		US BANK	99.00		07/09/21
				STK*BIGSTOCKPHOTO.COM		ONLINE IMAGE SUBSCRIPTION			
2144				12/21 AP 06/08/21 0137609		US BANK	312.00		07/09/21
				ISSUU		CURRENTS SUBSCRIPTION			
ACCOUNT TOTAL							411.00	.00	411.00
606-1078-441.81-42 PROFESSIONAL SERVICES / CJIS OPERATION									
57				01/22 AP 07/13/21 0000000		BLACK HAWK CO.CJIS	10,841.62		07/15/21
				FY'22 1ST 1/2 OPERATE EXP					
57				01/22 AP 07/13/21 0000000		BLACK HAWK CO.CJIS	3,316.76		07/15/21
				FY'22 1ST 1/2 EQUIPMENT					
ACCOUNT TOTAL							14,158.38	.00	14,158.38
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2144				12/21 AP 06/11/21 0137609		US BANK	660.36		07/09/21
				AMZN MKTP US*2X1CW6UX1		MEMORY UPGRADE-ENG.PC'S			
ACCOUNT TOTAL							660.36	.00	660.36
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
2144				12/21 AP 05/27/21 0137609		US BANK	423.72		07/09/21
				ANIMOTO INC		ANIMOTO PROF.SUBSC 1 YEAR			
ACCOUNT TOTAL							423.72	.00	423.72
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
2154				12/21 AP 06/11/21 0000000		STRICTLY TECHNOLOGY, LLC	24,850.00		07/15/21
				(25)DESKTOP PC'S					
2144				12/21 AP 05/28/21 0137609		US BANK	26.14		07/09/21

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GROUP	PO	ACCTG	---TRANSACTION---		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 606 DATA PROCESSING FUND								
606-1078-441.93-01 EQUIPMENT / EQUIPMENT					continued			
2144		AMZN MKTP	US*2R6JN7W21	12/21 AP	05/24/21 0137609	349.99		07/09/21
57		AMZN MKTP	US*2RONX5ZX0	01/22 AP	06/28/21 0000000	15,630.00		07/15/21
		CIVIC REC	IMPLEMENTATION		6/24/21-6/23/22			
ACCOUNT TOTAL						40,856.13	.00	40,856.13
FUND TOTAL						56,517.03	.00	56,517.03
FUND 680 HEALTH INSURANCE FUND								
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE								
2154				12/21 AP	06/30/21 0000000	1,057.48		07/15/21
57		PCORI FEES-HEALTH PLAN'20		01/22 AP	07/06/21 0000000	2,333.33		07/15/21
57		BENEFITS CONSULTING SERV		01/22 AP	06/02/21 0000000	2,333.33		07/15/21
		BENEFITS CONSULTING SERV			JULY 2021			
ACCOUNT TOTAL						5,724.14	.00	5,724.14
FUND TOTAL						5,724.14	.00	5,724.14
FUND 681 HEALTH SEVERANCE								
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS								
47				01/22 AP	07/01/21 0000000	349.95		07/15/21
ACCOUNT TOTAL						349.95	.00	349.95
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
2154				12/21 AP	07/01/21 0000000	160.00		07/15/21
ACCOUNT TOTAL						160.00	.00	160.00
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES								
2146				12/21 AP	06/29/21 0000000	15.21		07/15/21
2146				12/21 AP	06/29/21 0000000	4.43		07/15/21

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES continued										
2156		12/21	AP	06/25/21	0000000	LAWSON PRODUCTS, INC.	1,000.66			07/15/21
						MISC SHOP SUPPLIES				
47		01/22	AP	07/07/21	0000000	KELTEK INCORPORATED	283.20			07/15/21
						WARNING LIGHTS #111				
ACCOUNT TOTAL							1,303.50	.00	1,303.50	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
2156		12/21	AP	06/30/21	0000000	D & D TIRE INC.	2,105.00			07/15/21
						#287 FRONT TIRES				
2156		12/21	AP	06/29/21	0000000	P & K MIDWEST, INC.	650.32			07/15/21
						#FD549 IGNITION REPAIR				
2146		12/21	AP	06/18/21	0000000	RASMUSSEN CO., THE	250.00			07/15/21
						TOWED # 340 BACK TO PW				
47		01/22	AP	07/01/21	0000000	CEDAR VALLEY AUTO GLASS INC.	105.50			07/15/21
						#2182 SKID LOADER DOOR				
47		01/22	AP	07/01/21	0000000	D & D TIRE INC.	1,090.00			07/15/21
						REPLACED DAMAGED TIRE 287				
ACCOUNT TOTAL							4,200.82	.00	4,200.82	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
2156		12/21	AP	06/29/21	0000000	PRECISE MRM LLC	980.00			07/15/21
						AVL CELL CHARGES				
ACCOUNT TOTAL							980.00	.00	980.00	
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES										
2129		12/21	AP	06/29/21	0000000	C & C WELDING & SANDBLASTING	6,964.85			07/15/21
						HARDOX FLOOR INSTALLED				
						#246 AND #267				
ACCOUNT TOTAL							6,964.85	.00	6,964.85	
FUND TOTAL							13,959.12	.00	13,959.12	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 724	TRUST &	AGENCY							
FUND 727	GREENWOOD	CEMETERY	P-CARE						
FUND 728	FAIRVIEW	CEMETERY	P-CARE						
FUND 729	HILLSIDE	CEMETERY	P-CARE						
FUND 790	FLOOD	LEVY							
GRAND TOTAL							1,276,391.02	8,947.21	1,267,443.81