AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JULY 20, 2020
7:00 PM AT CITY HALL VIA VIDEO CONFERENCE

To protect against the spread of the COVID-19, the meeting will be held via video conference. 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, 2020.

Agenda Revisions

Special Order of Business

2. Continuation of the public hearing on the proposed rezoning from R-1 Residence District and A-1 Agricultural District, to RP Planned Residence District, of property located east of Union Road and north of West 27th Street.

   a) Staff comments.

   b) Public comments.

   c) Pass an ordinance amending Section 26-118 of the Code of Ordinances by removing property located east of Union Road and north of West 27th Street from the R-1 Residence District and A-1 Agricultural District, to the RP Planned Residence District, upon its first consideration.

Old Business

3. Pass Ordinance #2967, vacating certain public right-of-way along Prairie Parkway, upon its third & final consideration.

4. Pass Ordinance #2968, amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Human Resources Division within the Department of Finance and Business Operations, 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.)

5. Receive and file a proclamation recognizing August 2020 as Gastroparesis Awareness Month.

6. Receive and file the resignation of Lisa Thomas as a member of the Human Rights Commission, effective July 1, 2020.

7. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions.
   a) Maureen Burum, Community Center and Senior Services Board, term ending 06/30/2023
   b) Larry Petersen, Community Center and Senior Services Board, term ending 06/30/2023
   c) Angela Waseskuk, Human Rights Commission, term ending 07/01/2022
   d) Katelyn Browne, Library Board of Trustees, term ending 06/30/2026
   e) Molly Cormaney, Library Board of Trustees, term ending 06/30/2026
   f) Cynthia Snell, Library Board of Trustees, term ending 06/30/2026

8. Receive and file the Committee of the Whole minutes of July 6, 2020 relative to the following items:
   a) Update on potential pool partnership.
   b) Urban chickens and ducks.
   c) Bills & Payroll.

9. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
   a) Arborist.
   b) Assistant Equipment Mechanic.
   c) Engineering Technician II.
   d) Visitors & Tourism Sales and Marketing Coordinator.

10. Approve the application of The Dragon's Cave, 2225 College St, for a cigarette/tobacco/nicotine/vapor permit.

11. Approve the following applications for beer permits and liquor licenses:
    a) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.
    b) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
    c) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
    d) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.
    e) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
    f) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.

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

12. Resolution approving and authorizing execution of an Actuarial Services Agreement with SilverStone Group, LLC relative to Governmental Accounting Standards Board (GASB) 75.

13. Resolution approving and authorizing execution of an Agreement for Restoration Services with Fischer Bros., LLC relative to waterslide maintenance and restoration at the Falls Aquatic Center.

14. Resolution approving and adopting revisions to the Housing Rehabilitation Manual for Community Development Block Grant (CDBG) funding relative to the CARES Act.

15. Resolution supporting a River Place Term Sheet relative to a proposed Amendment to Agreement for Private Development and Downtown Parking.

16. Resolution approving and authorizing the expenditure of funds for the purchase of an electric extrication tool set for the Public Safety Department.

17. Resolution approving and authorizing execution of an Owner Purchase Agreement, in conjunction with the West 1st Street Reconstruction Project.

18. Resolution approving and accepting completion of public improvements in McMahill First Addition.

19. Resolution approving the final plat of McMahill First Addition.

20. Resolution receiving and filing the bids, and approving and accepting the low bid of ASTECH Corp., in the amount of $219,995.82, for the 2020 Seal Coat Project.

21. Resolution approving and accepting the contract and bond of ASTECH Corp. for the 2020 Seal Coat Project. (contingent upon approval of previous item)

22. Resolution receiving and filing the bids, and approving and accepting the low bid of Benton's Sand & Gravel, Inc., in the amount of $176,494.61, for the Clay Street Park Water Quality Improvements Project.

23. Resolution approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the Clay Street Park Water Quality Improvements Project. (contingent upon approval of previous item)

24. Resolution receiving and filing, and setting August 3, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Sidewalk Assessment Project - Zone 3.

25. Resolution setting August 3, 2020 as the date of public hearing on a proposal to convey a portion of vacated public right-of-way along Prairie Parkway.

Allow Bills and Payroll

26. Allow Bills and Payroll of July 20, 2020.

City Council Referrals

City Council Updates

Staff Updates

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

Adjournment

CITY HALL
CEDAR FALLS, IOWA, JULY 6, 2020
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 7:14 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Absent: None.

52875 - It was moved by Harding and seconded by Sires that the minutes of the Regular Meeting of June 15, 2020 be approved as presented and ordered of record. Motion carried unanimously.

52876 - Mayor Green announced that in accordance with the public notice of June 19, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract and estimate of cost for the 2020 Seal Coat Project. It was then moved by Darrah and seconded by Sires that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52877 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. 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 plans, etc. and responded to a question by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.

52878 - It was moved by Darrah and seconded by Kruse that Resolution #22,023, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Seal Coat 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, Taiber. Nay: None. Motion Carried. The Mayor then declared Resolution #22,023 duly passed and adopted.

52879 - Mayor Green announced that in accordance with the public notice of June 19, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Clay Street Park Water Quality Improvements Project. It was then moved by Miller and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52880 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. 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 project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.

52881 - It was moved by Kruse and seconded by Darrah that Resolution #22,024, approving and adopting the plans, specifications, form of contract & estimate of cost for the Clay Street Park Water Quality Improvements Project, be adopted. Following questions by Councilmembers Taiber and Darrah, and responses by Civil Engineer Tolan, 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, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,024 duly passed and adopted.

52882 - Mayor Green announced that in accordance with the public notice of June 22, 2020, this was the time and place for a public hearing on the FFY20 Annual Action Plan for Community Development Block Grant (CDBG) and HOME Program funding. It was then moved by Kruse and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52883 - 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 plan, and Mayor Green responded to a question by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed plan, the Mayor declared the hearing closed and passed to the next order of business.

52884 - It was moved by Harding and seconded by Darrah that Resolution #22,025, approving and authorizing submission of the FFY20 Annual Action Plan for Community Block Grant (CDBG) and HOME Program funding, be adopted. Following a question by Councilmember Harding and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,025 duly passed and adopted.

52885 - Mayor Green announced that in accordance with the public notice of June 19, 2020, this was the time and place for a public hearing on a proposed Agreement for Private Development with Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52886 - The Mayor then asked if there were any written communications filed to the proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed Agreement and responded to a question by Jim Skaine, 2215 Clay Street. Bob Seymour, 2710 Country Meadow Lane, and Community Bank and Trust

Representative Stacey Bentley also commented. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.

52887 - It was moved by Darrah and seconded by Harding that Resolution #22,026, approving and authorizing execution of an Agreement for Private Development with Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, 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, Taiber. Nay: None. Motion Carried. The Mayor then declared Resolution #22,026 duly passed and adopted.

52888 - Mayor Green announced that in accordance with the public notice of June 23, 2020, this was the time and place for a public hearing on the proposed rezoning from R-1 Residence District and A-1 Agricultural District, to RP Planned Residence District, of property located east of Union Road and north of West 27th Street. It was then moved by Harding and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52889 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Services Manager Howard provided information on the proposed rezoning and requested that the public hearing be continued. It was then moved by Darrah and seconded by Harding to continue the hearing to the July 20, 2020 Council meeting. Motion carried unanimously.

52890 - Mayor Green announced that in accordance with the public notice of June 19, 2020, this was the time and place for a public hearing on the on the proposed vacation of a portion of existing storm sewer easement located on Lot 1, Block 17, Original Plat (312 West 1st Street). 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.

52891 - The Mayor then asked if there were any written communications filed on the proposed vacation. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Services Manager Howard provided a brief summary of the proposed vacation and responded to questions by Developer Brent Dahlstrom, 5016 Samantha Circle, and Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak about the proposed vacation, the Mayor declared the hearing closed and passed to the next order of business.

52892 - It was moved by Kruse and seconded by Harding that Resolution #22,027, vacating a portion of an existing storm sewer easement on Lot 1, Block 17, Original Plat; and rescinding Resolution #21,932, 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, Taiber. Nay: None. Motion Carried. The Mayor then

declared Resolution #22,027 duly passed and adopted.

52893 - It was moved by Kruse to renew reconsideration of Resolution #21,985, approving and authorizing execution of an Agreement with Perkins & Will relative to developing a Resilience Plan for the City of Cedar Falls, due to the absence of a Councilmember at the June 15, 2020 Council meeting. Motion to reconsider failed for lack of a second.

52894 - It was moved by Miller and seconded by Harding that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file a proclamation recognizing July 11, 2020 as 1-133d Infantry Regiment - Ironman Battalion Day.

Approve the following applications for beer permits and liquor licenses:
a) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine - renewal.
b) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
c) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
d) The Other Place, 2214 College Street, Class C liquor - renewal.
e) B & B West, 3105 Hudson Road, Class E liquor - renewal.

Motion carried unanimously.

52895 - It was moved by Harding and seconded by Darrah to receive and file the Committee of the Whole minutes of June 15, 2020 relative to the following items:
a) Planning & Zoning Commission Interview - Dale Schrad.
b) High School site.
c) River Place Development Agreement & Downtown Parking.
d) Cash Management Report.
e) Bills & Payroll.

Following a question by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the motion carried unanimously.

52896 - It was moved by Darrah and seconded by Harding to receive and file the City Council Work Session minutes of June 22, 2020 relative to the following items:
a) Response to Resistance (Use of Force) Presentation.
b) Use of Force discussion and consensus building by City Council.

Following a question by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the motion carried unanimously.

52897 - It was moved by Darrah and seconded by Miller to receive and file Departmental Monthly Reports of May 2020. Following a question by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the motion carried unanimously.

52898 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,028, approving and authorizing a form of Loan Agreement; and authorizing and providing for the issuance of $3,430,000 General Obligation Loan Notes, Series 2020 and levying a tax to pay said bonds; and approving the Tax Exemption Certificate and Continuing Disclosure Certificate.

Resolution #22,029, approving and authorizing execution of an Agreement for Painting Services with Pospisil Painting, Inc. relative to sandblasting and painting three pools at the Falls Aquatic Center.

Resolution #22,030, approving and authorizing execution of a lease relative to property vacated by the 2008 flood buyout programs.

Resolution #22,031, approving and authorizing execution of an Agreement for Elevator Maintenance with O'Keefe Elevator Company, Inc. relative to elevator maintenance services for city-owned elevators from August 1, 2020 thru July 31, 2023.

Resolution #22,032, approving and authorizing execution of an Access Agreement for Solid Waste Collection Services with Hanna Park Condominiums Owners' Association relative to garbage, yard waste and refuse services.

Resolution #22,033, approving and authorizing execution of a Contracted Education Proposal with Hartman Reserve Nature Center relative to providing public outreach and educational programs from July 1, 2020 thru June 30, 3023 related to improving water quality and stormwater runoff.

Resolution #22,034, approving and authorizing execution of an Agreement for a Surface Transportation Block Grant (STBG) Program Federal-aid Swap Project with the Iowa Department of Transportation relative to the Cedar Heights Drive Reconstruction Project.

Resolution #22,035, approving and authorizing execution of an Agreement for the Traffic Safety Improvement (TSIP) Program Funding with the Iowa Department of Transportation relative to the Cedar Heights Drive Reconstruction Project.

Resolution #22,036, approving and authorizing execution of fourteen Owner Purchase Agreements and two Tenant Purchase Agreements, and approving and accepting fourteen Temporary Construction Easements, in conjunction with the Cedar Heights Drive Reconstruction Project.

Resolution #22,037, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Panther Farms, LLC relative to a post-construction stormwater management plan for Prairie Winds 5th Addition.

Resolution #22,038, approving and authorizing execution of a Contract for Completion of Improvements with Panther Farms, LLC relative to the final plat of Prairie Winds 5th Addition.

Resolution #22,039, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with White Coat Series II, LLC relative to a

post-construction stormwater management plan for Pheasant Hollow Seventh Addition.

Resolution #22,040, approving and authorizing execution of a Contract for Completion of Improvements with White Coat Series II, LLC relative to the final plat of Pheasant Hollow Seventh Addition.

Resolution #22,041, approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the West 27th Street Reconstruction Project.

Resolution #22,042, approving a revised Highway 20 Commercial Corridor Overlay Zoning District site plan for construction of convenience store/gas station/automobile service station to be located on Lot 2, Gateway Business Park at Cedar Falls I.

Resolution #22,043, approving the preliminary plat of Immanuel Evangelical Lutheran Church Addition.

Resolution #22,044, approving the final plat of Immanuel Evangelical Lutheran Church Addition.

Resolution #22,045, approving a Mixed Use (MU) Residential Zoning District site plan for expansion of a parking lot located at 4820 Oster Parkway.

Resolution #22,046, approving the final plat of Prairie Winds 5th Addition.

Resolution #22,047, approving the final plat of Pheasant Hollow Seventh Addition.

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, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #22,028 through #22,047 duly passed and adopted.

52899 - It was moved by Darrah and seconded by Miller that Resolution #22,048, approving and adopting certain revised Personnel Policies, be adopted. Following questions and comments by Councilmembers Harding and Sires, and Mayor Green, and responses by City Attorney Rogers, it was moved by Sires and seconded by Kruse to amend the Personnel Policies, striking anything relating to elected officials.

Following comments by Councilmember Harding, it was moved by Harding and seconded by Kruse to amend the amendment by changing wording of “city officials” to “appointed officials” and striking “elected officials”. Following questions and comments by Councilmembers Miller, Harding, deBuhr, Kruse, Darrah, Sires and Taiber, Penny Popp, 4805 South Main Street, and LeaAnn Saul, 1825 West Greenhill Road, and responses by City Attorney Rogers, Mayor Green and Finance and Business Operations Director Rodenbeck, Councilmember Harding withdrew his motion to amend the amendment.

It was then moved by Miller and seconded by deBuhr to amend the amendment by removing “and city officials” from Policy 807 (2). Following questions and comments by Councilmembers Kruse and Sires, Councilmember Miller withdrew his motion to amend the amendment.

After calling the question on the original motion to amend, that motion failed 2-5 with Councilmembers Miller, deBuhr, Harding, Darrah and Taiber voting Nay.

It was then moved by deBuhr and seconded by Taiber to amend the original motion by removing “and city officials” from Policy 807(2). Following a comment by Jim Skaine, 2215 Clay Street, the motion to amend carried unanimously.

The Mayor then put the question on the original motion to approve and adopt certain revised Personnel Policies, as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Taiber. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,048 duly passed and adopted, as amended.

52900 - It was moved by Darrah and seconded by deBuhr that Resolution #22,049, approving and adopting the City’s FY21 Payroll Resolution, 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, Taiber. Nay: None. Motion Carried. The Mayor then declared Resolution #22,049 duly passed and adopted.

52901 - It was moved by deBuhr and seconded by Darrah that Resolution #22,050, approving the recommendation of the Director of Public Safety Services and City Administrator by appointing Craig Berte as Acting Police Chief, be adopted. Following questions and comments by Councilmembers Taiber, Sires, Harding, Miller and deBuhr, and responses by Mayor Green and City Administrator Gaines, 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, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,050 duly passed and adopted.

52902 - It was moved by Darrah and seconded by deBuhr that Ordinance #2968, amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Human Resources Division within the Department of Finance and Business Operations, be passed upon its first consideration. Following a question by Councilmember Darrah and response by Finance and 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, Taiber. Nay: None. Motion carried.

52903 - It was moved by Harding and seconded by Kruse that the bills and payrolls of July 6, 2020 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, Taiber. Nay: None.

Motion carried.

52904 - It was moved by deBuhr and seconded by Darrah to discuss in a work session, the re-establishment of separate Council Committees. Following a question by Councilmember Darrah and response by Councilmember deBuhr, the motion carried unanimously.

It was then moved by Kruse and seconded by Miller to refer to the Committee of the Whole, parking of commercial trailers on public streets in residential areas. Motion carried unanimously.

52905 - Councilmember Sires wished his mother a happy birthday and reminded citizens to vote on July 7th.

Community Development Director Sheetz and City Administrator Gaines responded to a question by Councilmember deBuhr regarding the connection of Ironwood Drive and Greenhill Road.

Mayor Green noted the recent passing of Jeanine Johnson, and recognized her for her work with the Historic Preservation Commission.

52906 - City Administrator Gaines, Finance and Business Operations Director Rodenbeck, Mayor Green and Community Development Director Sheetz provided updates and responded to questions by Councilmembers Harding, Kruse and Miller regarding COVID-19 facility closures, staffing numbers and current City practices.

52907 - Wendy Hoofnagle, 3119 Grand Boulevard, commented on the City's FY21 Payroll Resolution.

Developer Brent Dahlstrom, 5016 Samantha Circle, spoke about the West Fork Crossing Development Agreement and Community Services Manager Howard provided clarification to a follow-up question by Councilmember Miller.

Public Safety Services Director Olson and Mayor Green responded to comments by Jim Skaine, 2215 Clay Street.

Mayor Green thanked Councilmember Taiber for his service in filling the Council vacancy.

52908 - It was moved by Harding and seconded by Miller that the meeting be adjourned at 9:34 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk

DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor, Robert M. Green, and City Council

FROM: Karen Howard, AICP, Planning & Community Services Manager

DATE: June 30, 2020

SUBJECT: Rezoning Request #RZ20-001 – Approximately 177 acres east of Union Road and north of W. 27th Street (West Fork Crossing Development)

REQUEST: Rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District; and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District (Case #RZ20-001)

PETITIONER: Echo Development/Brent Dahlstrom, ISG Engineering

LOCATION: 177 acres of property east of Union Road and north of W. 27th Street

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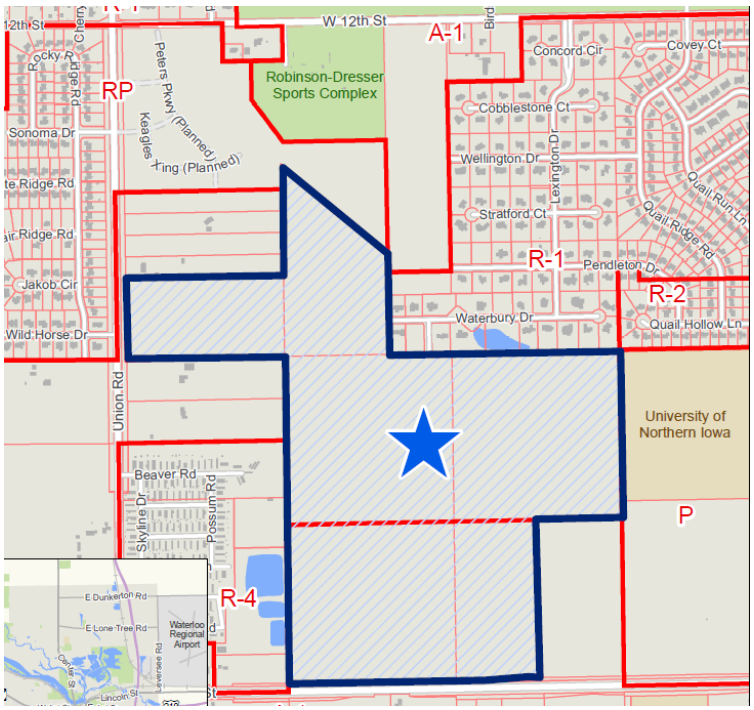
PROPOSAL

The petitioner has submitted a request to rezone approximately 177 acres of land located east of Union Road and north of W. 27th Street to RP Planned Residence District to allow the area to develop according to an RP Master Plan with single-unit detached homes on a variety of lot sizes and associated neighborhood infrastructure and amenities.



BACKGROUND

The northern 120 acres of the subject property was rezoned from A-1 Agricultural District to R-1 Residence District in October 2019. The intent at the time was to allow for development of a traditional single family subdivision

according to the R-1 zoning standards. However, in developing plans for future development of the southern 57 acres of land currently zoned A-1, the developer indicated a desire to allow a variety of single family lot sizes to serve a broader market and to create flexibility to create an efficient layout of the future neighborhood in response to the topography and drainage patterns of the land. The requested RP Planned Residence District provides the flexibility the developer desires, so they are requesting to rezone the entirety of the area to RP and have submitted a draft RP Master Plan for consideration.

The subject property is bordered by an R-1 zoned single family subdivision (Lexington Heights) and an RP District (NewAldaya development) to the north and a manufactured home development, zoned R-4, located to the west. Undeveloped land owned by UNI and the site of the new Cedar Falls High School is located along the eastern boundary of the subject property. West 27th Street extends along the southern boundary of the property with undeveloped farmland to the south. The northern edge of the property is bounded by the western reach of the University branch of Dry Run Creek. This portion of the property is located in the 100-year floodplain that runs along Dry Run Creek.

The rezoning of this property must be carefully considered by evaluating the characteristics of the land, the infrastructure needed to serve the future neighborhood, and how the new development would be integrated and connected to the surrounding areas of the community.

ANALYSIS

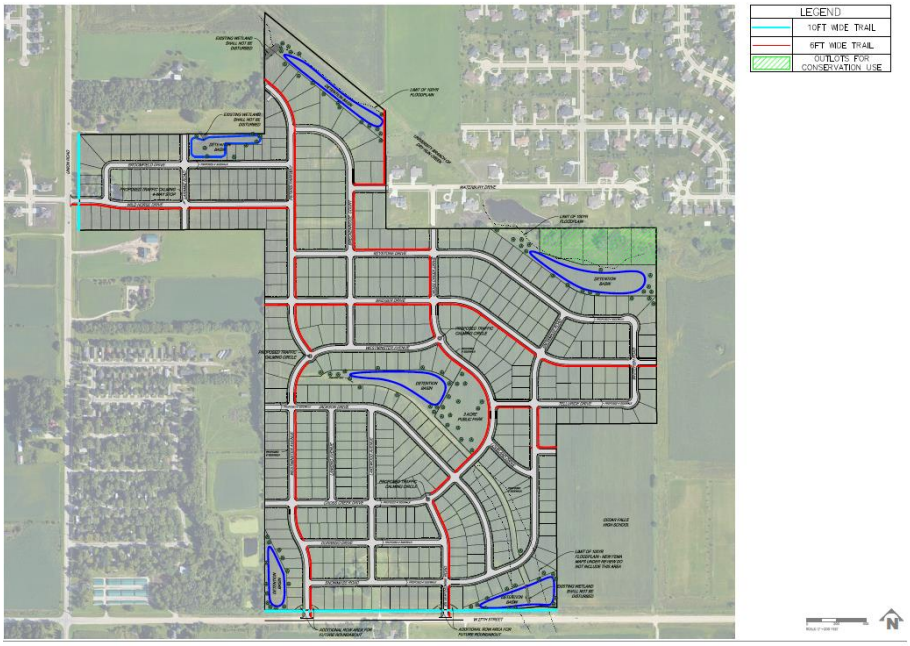
Current Zoning

The purpose of the A-1, Agricultural Zoning District serves as a “holding zone” for future urban development until municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, requests for rezoning can be considered according to the City’s Comprehensive Plan and Future Land Use Map. The R-1 Residence District provides for development of low density residential neighborhoods consisting largely of one and two-unit dwellings.

Proposed Zoning

The RP, Planned Residence District is intended to provide for orderly planned growth of residential development on larger tracts of land. The zone allows for flexibility in residential building types, setback standards, and building height, but requires minimum lot sizes equivalent to what is required in the R-4 Residence District. For detached single-unit dwellings the minimum lot size is 6,000 square feet. To ensure that the area is developed in an orderly manner, provides for efficient traffic circulation between neighborhoods, and includes the necessary infrastructure to meet the needs of the future residents, a master plan must be submitted with the rezoning, which is adopted through a developmental agreement. The developer has submitted a master site plan and a development phasing plan, which are attached to this report. The features of the master plan and phasing plan and how they fit with the characteristics of the site are described in more detail in the following paragraphs.

Land Use, Development Density, and Dimensional Standards



The proposed development consists of single-unit detached dwellings located on a range of lots sizes from 6,000 square feet to around ½ acre, with about half the lots in the low end of the range and about half in the mid to high end of the range. The resulting residential density proposed for the entire development is approximately 3 units per acre, which falls into the low density range according to the City's Comprehensive Plan. To create a compatible mix and spacing between dwelling units and to provide for safe vehicular and pedestrian movement, staff recommends the following minimum standards be adopted as part of the master plan and development agreement. These standards are consistent with the standards of the R-4 Zoning District:

1. Min. lot area – 6,000 square feet
2. Min. lot width – 60 feet
3. Min. front yard setback – 20 feet
4. Min. side yard setback – 10% of lot width
5. Min. rear yard setback – 30 feet
6. On corner and double fronting lots – min. 20 foot setback along all street frontages
7. Double fronting lots located along Union Road and W. 27th Street – min. lot depth of 150 feet.
8. Corner lot driveway locations shall be a minimum of 20' from the intersection of local streets and a minimum of 75' from the intersection of Union Rd or W. 27th according the SUDAS standards.
9. No direct driveway access to Union Road or W. 27th Street.
10. Maximum building height: 2-1/2 stories above grade as measured at the front building line and not to exceed 35 feet above grade at any point around the perimeter of the building.

Phasing of the Development

The most important aspect of the phasing plan is to ensure that the major east-west and north-south connections develop first to provide good traffic circulation so that not any one street becomes over-burdened with traffic for an extended period of time. The goal is to avoid situations like what is occurring near Aldrich Elementary School where the only travel route to the school is via Erik Road while other critical street connections that could provide alternative travel routes have been delayed while other phases of the development have proceeded first. For the West Fork Crossings development, these important first connections include:

- The east-west connection between Union Road and Waterbury Drive;
- The north-south connection to W. 27th via Peters Parkway and Westminster Avenue;
- The north-south connection from Waterbury Drive and Cross Creek Drive to W. 27th and Cedar Falls High School via multiple intervening streets, which will allow local residents

from West Fork and Lexington Heights to travel to the high school without having to drive a much longer route via 12th Street, Union Road or Hudson Road to the school access points along W. 27th Street. Staff notes that the local neighborhood connection to the school property will be near the northwest corner of the school site, but the exact location will need to be coordinated with the school district. This connection will also provide an option for students to walk or ride their bike to school, which would not be very feasible if this local connection to the school site was not provided.

The developer has proposed a phasing plan with seven "work areas" identified (see attached phasing map). Each of these work areas should include no more than two final plat phases and would proceed in the order indicated. The developer has indicated that construction of around 40 houses per final plat phase is typical, so for example areas # 3 and #4 should each be platted in one phase. The 1st final plat must include the street connection to Union Road, so that construction traffic can be routed from Union Road rather than through the Lexington Heights neighborhood. Staff notes that the portion of the property south of the central east-west greenway must be served by a sewer connection from the south due to the topography. This is likely the reason that the 3rd work area is proposed in the southeast corner. It is anticipated that the school district will extend the sewer from south of W. 27th Street to the school site. The West Fork developer would then pick it up from there and extend it to serve the new development (see more information about the sewer connection below). It is important that the development includes a continuous north-south connection to W. 27th in a timely manner to provide adequate traffic circulation. To that end staff recommends that there be a condition in the development agreement that at least one continuous street connection from work area #2 to W. 27th be constructed within one year of the high school opening. It is anticipated that the new high school will open in fall of 2023.

Street and Trail Connectivity

It is best practice to design neighborhoods with a compact pattern of blocks with intersecting streets every 300 to 600 feet. Excessively long blocks, cul-de-sacs and dead end streets have hidden long term costs to the community, including increased emergency vehicle response times, increased travel times to work or school, increased traffic congestion, and disincentives to walk or bike to neighborhood destinations, particularly for children. The master plan for West Fork Crossings illustrates the intended pattern of streets and blocks that form a modified grid. Staff finds that the proposed plan provides good connectivity throughout the development and stubs the streets to the property boundary so that a similar street network can continue in adjacent properties. While some of the blocks exceed 600 feet in length, the general pattern is well designed and responds to the topography and environmental features of the site.

The master plan also illustrates proposed trail connections. These include a network of wide sidewalks to encourage walking and biking and 10-foot wide trails along both Union Road and W. 27th Street. Note that there is a trail extension proposed north along the edge of the development that will connect to the NewAldaya property to the north. When this portion of the NewAldaya property is developed, the trail can be connected to the Robinson Dresser Sports Complex, thus creating a direct route for walking and biking from the West Fork neighborhood and from the new high school to the sports complex. The Union Road Trail is scheduled for construction this summer, so instead of the developer building a typical residential sidewalk along this frontage, they will be expected to pay the City an amount equivalent to the cost of a typical residential sidewalk and the City will pay the oversize cost and construct the trail. This

arrangement will be included in the development agreement.

Traffic calming techniques, such as short blocks with intersecting streets and traffic circles at key intersections, can be effective. The submitted master plan identifies locations where traffic circles will be installed to slow traffic.

Topography and Environmental Features

Most of the subject property is currently farmed. The topographic map to the right illustrates the slope of the land, the drainage patterns, and three small wetlands. The University Branch of Dry Run Creek extends along the northern boundary of the property and creates a natural buffer between the proposed development and the Lexington Heights neighborhood to the north. The developer has agreed to sell the small area of land located north of Dry Run Creek to the abutting property owners along Waterbury Drive. When the property is subdivided these lots can be created and conveyed to these neighbors. A conservation easement should be established over these lots to prevent inappropriate development activity. The developer hired an environmental scientist to delineate the wetland areas and resulting report was submitted to the US Army Corps of Engineers, who have determined these wetland areas to be non-jurisdictional. However, it is the policy of the City to preserve all wetland areas to the extent possible. The developer has indicated that they do not plan to disturb the wetlands. This may prove difficult for the one located along the southern border of the site because a stormwater detention facility is planned in this area. A plan for mitigating any wetland lost due to development activity will be required at the time of platting.

Stormwater Management

As part of a future platting process, a stormwater management system will be designed to accept the stormwater runoff from the west and north. The stormwater will be directed toward multiple detention basins on the site and released at a controlled rate into the floodplain. The stormwater management system must be designed so that it will not adversely affect the current and future residents surrounding and within this development. The submitted master plan illustrates six different areas where detention basins will be established. These correspond with the existing drainage patterns and topography. The stormwater management areas can be designed as neighborhood amenities to help meet the open space needs and trail connections to serve this new neighborhood. The Comprehensive Plan illustrates the drainage ways as greenways so will need to be taken into account with the design of the plat. Details of the stormwater management plan will be reviewed during the platting process to ensure that it meets all Code requirements.

Parkland and Greenspace

The Comprehensive Plan includes an analysis regarding the community needs for parkland including geographic distribution. Since this will be a new area for residential growth, there will be a need for neighborhood park space. With nearly 500 homes planned for this area and according to census data an average of 2.93 persons per dwelling unit, there is an estimated need for about 3 acres of parkland. According to the submitted master plan, a 3 acre park is planned within the central greenway that extends along the natural drainage way from the western boundary to the southeast corner of the site. The proposed parkland is centrally located and will be within ¼ to ½ mile walking distance for most neighborhood residents. Staff reviewed the proposed neighborhood park with the Parks and Recreation Commission at their February 13 meeting. They voiced their support for the park and commented positively regarding the size of the park and its accessibility and visibility with significant frontage along Cross Creek Drive. Dedication of the park to the City would occur after development of working area #4, which also includes additional open space along the natural drainage way and stormwater detention basin. The proposed park and greenway is consistent with the greenway and open space designation on the City's Future Land Use Map.

Zoning considerations involve evaluation of three main criteria:

1) *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*
When the northern portion of the property was rezoned in 2019, the Future Land Use Map was amended to eliminate a portion of the neighborhood commercial designation on the far western edge of the property along Union Road and to more closely align the Greenways/Floodplain designation with the topography, drainage patterns and floodplain. The amended map is shown at right. The map now indicates that low to medium density residential development is appropriate on the subject property. The greenways/floodplain will serve as buffers for storm water management and detention. These areas also provide an opportunity, through thoughtful subdivision design, to create open spaces, natural areas, and neighborhood park space to serve the residents of the new neighborhood.

While the proposed master plan does not create separate, distinct areas of low density residential development and medium density residential development, overall the density of the area will fall within the low density range of less than 4 dwelling units per acre with a range of low to medium density lot sizes from a minimum of 6000 square feet to larger lots of ½ acre. Only single-unit detached dwellings are proposed. As shown on the master plan, in general the smaller sized lots are clustered in the northwest extension of the property near Union Road and in

the southern portion of the property south of the greenway and proposed park. Staff finds that the proposed master plan is generally consistent with the intent of the Future Land Use Map.

2) *Is the property readily accessible to sanitary sewer and water service?*
Sanitary sewer is available to the northern portion of the site. This sewer is located along the northern boundary of the property within the floodplain of Dry Run Creek. This sanitary sewer is located in the Cherrywood Interceptor Sewer District which includes a sewer tapping fee as part of the development. The sewer tapping fee is $294.63 per acre of development. This fee is paid by the developer at the time of final platting. The portion of the development located generally south of the central greenway can only be served by extending the sewer from south of W. 27th Street. City Staff have encouraged the developer to partner with the school district on extending the sewer via the most cost effective route, which would help reduce costs for both parties. Regardless, the developer will have to pay for the extension of the sewer to serve the development by partnering with the school to construct it or through payment of a tapping fee. If they choose the latter and if the high school develops prior to development of the southern portion of the West Fork neighborhood, the school district will construct the sewer to their property and stub it to the boundary of their property. A new sewer district will be created and a sewer tapping fee established accordingly. The developer of West Fork will pay this fee at the time of final plat.

   As part of the technical review of this proposal, Cedar Falls Utilities personnel, have no concerns with the proposed rezoning request. Water, electric, gas, and communication utilities are all available to this site from Union Road and Cross Creek Drive in the Lexington Heights subdivision and can be extended along W. 27th Street to serve the property from the south. There is a water connection fee for this property based on the street lineal footage of Union Road. This connection fee is part of the cost of the original water main installations on Union Road. All utility services will be extended into this property as part of the platting process.

3) *Does the property have adequate roadway access?*
As stated above, the property has good access to area streets and if developed in an orderly fashion according to the proposed phasing plan, internal street connections will help to distribute local traffic to neighborhood destinations, such as the new high school, while access along multiple routes to abutting collector and arterial streets will provide circulation to destinations in the larger community. The property has frontage along Union Road to the west and can be accessed from the east via Waterbury Drive and Cross Creek Drive. These connections to the Lexington Heights neighborhood will be important to provide travel routes between the two neighborhoods. The residents in Lexington Heights will benefit equally as they will have new travel routes to destinations west and south. For example, travel distance for residents of the West Fork and Lexington Heights neighborhoods to the new high school will be much shorter, making it possible for more students to walk or bike to school. The property is bounded by W. 27th Street along its southern edge. Two street connections are planned along this corridor, which will help to distribute local traffic to this major street corridor.

   The City has contracted with a traffic engineer to conduct a traffic study for the area based on the proposed development of West Fork Crossings and anticipated traffic generated by

the new high school. The traffic study will provide information necessary to determine if additional right-of-way is needed along W. 27th Street for street improvements and how the intersections should be designed to manage the traffic flows. The developer has illustrated the right-of-way necessary for roundabouts at the two southern intersections proposed along W. 27th Street in case the traffic study indicates roundabouts are the most appropriate intersection design.

While there may be no development planned for the UNI property to the east of this site, at some point in the future there may be reasons to provide a connection to PE Center Drive. Similarly, several connections to the property to the north and to the west will provide access to the surrounding areas and allow for additional development if the larger lots along Union Road were ever to be subdivided or if the manufactured home development were ever to be redeveloped.

Other modes of transportation include bike and pedestrian accommodations. Public sidewalks will be included as a part of the subdivision platting process. Future trail locations within this development are important in order to provide the connections from the planned Union Road trail to the west, the W. 12th Street trail and Robinson-Dresser Sports Complex to the north and the W. 27th Street trail to the south as well as connections to the east into the proposed high school site on W. 27th Street.

Summary

In summary, the upzoning of the land from A-1 Agricultural District and R-1 Residence District to RP Planned Residential causes a need for neighborhood infrastructure that ensures the health and welfare of future residents, which includes parks and trails, a well-connected network of streets, stormwater management facilities, sewer and water lines. Staff finds that the master plan submitted by the developer provides for all these important elements, is designed to respond to the natural topography of the site, and is consistent with the Comprehensive Plan and Future Land Use Map. Staff recommends that the City enter into a development agreement with the petitioner to ensure that the development proceeds according to the submitted master plan.

A notice was mailed to the adjoining property owners on May 7, 2020 regarding this request.

STAFF RECOMMENDATION

The Community Development Department recommends approval of RZ20-001, a rezoning from A-1, Agricultural District and R-1, Residence District to RP, Planned Residence District, subject to a master plan and development phasing plan and other development conditions outlined in the staff report, which will be incorporated into a developmental procedures agreement that will be forwarded to the City Council for adoption by resolution prior to the final reading of the ordinance to rezone. Staff notes that a draft of the agreement is attached. Staff is working out final details of the agreement with the developer and will submit the final agreement for consideration and adoption by resolution at the same Council meeting as the third reading of the ordinance to rezone the property.

The Planning and Zoning Commission recommended approval of the proposed rezoning, subject to the recommendations in the staff report, on a vote of 7-0.

PLANNING & ZONING COMMISSION

Introduction 5/13/20

Chair Holst introduced the item and Ms. Howard provided background information. She explained that the proposed rezoning is for approximately 177 acres located north of West 27th Street and east of Union Road. The northern portion of the property was rezoned in October 2019. She discussed the proposed zoning in each part of the property and the proposed master plan that was submitted by the developer. Ms. Howard stated that single-family detached homes are being proposed on different sized lots in the area, from 6,000 square feet up to ½ acre lots, with most in the lower to midsize range. She discussed the street and trail connectivity shown on the proposed master plan, as well as topography and environmental features, stormwater management, greenspace and parks, and described the proposed development phasing. She provided a rendering of the different work areas proposed in the order they will be completed. She noted that the phasing was particularly important to ensure that the major north-south and east-west road connections are made in a timely fashion to prevent traffic circulation issues in the future neighborhood, particularly when the new school is built. These important streets include connections between Waterbury Drive and Union Road, and two north-south street connections to 27th Street and a neighborhood street connection near the northwest corner of the new high school site. This will allow local residents a much shorter route to school that will encourage walking and biking. Staff recommends that at least one north-south route be completely constructed within one year of the high school opening, anticipated in 2023. The Future Land Use Map was displayed for the area and Ms. Howard stated that the project is consistent with the Comprehensive Plan. She noted that the development is also accessible to public infrastructure, but that sanitary sewer will need to be extended from the south to serve the southern half of the development. Staff has recommended that the developer work with the school district on a mutually beneficial arrangement for extending the sewer. Howard summarized the points in the staff report. Staff recommends discussion by the Commission at this time and setting a public hearing for the upcoming meeting on May 27.

Gale Bonsall, 85 River Ridge Road, stated that he feels it is a great subdivision and asked about the potential for him to develop property he owns in the area. The developer agreed to discuss the possibilities with Mr. Bonsall for connection to their proposed street stub to the north.

Mike Goyen, 1712 Union Road, noted concerns about parking as the lots are smaller and wondered about the width of the streets. He also asked about the proposed retention pond next to his property and where the overflow will go, as well as whether he will be responsible for weed management.

Tim Veheyen, project engineer from ISG, stated that the standard street width should not create parking issues. He also explained that the detention basin is the responsibility of the developer, and the overflow will drain across his property, but it will be no different than the drainage pattern that exists currently. He noted that the drainage would be more controlled with the detention pond in place.

Tim Verheyen, project engineer from ISG, addressed the phasing and how it was decided to be completed in the order that has been proposed.

Mr. Leeper recused himself from the discussion due to a conflict of interest. There were few comments from the Commission. The item was moved to the next meeting.

Public Hearing 5/2720

The first item of business was a public hearing on a rezoning request for West Fork Redevelopment from R-1 and A-1 to RP, Planned Residential that was discussed at the last meeting. Chair Holst introduced the item and Ms. Howard provided

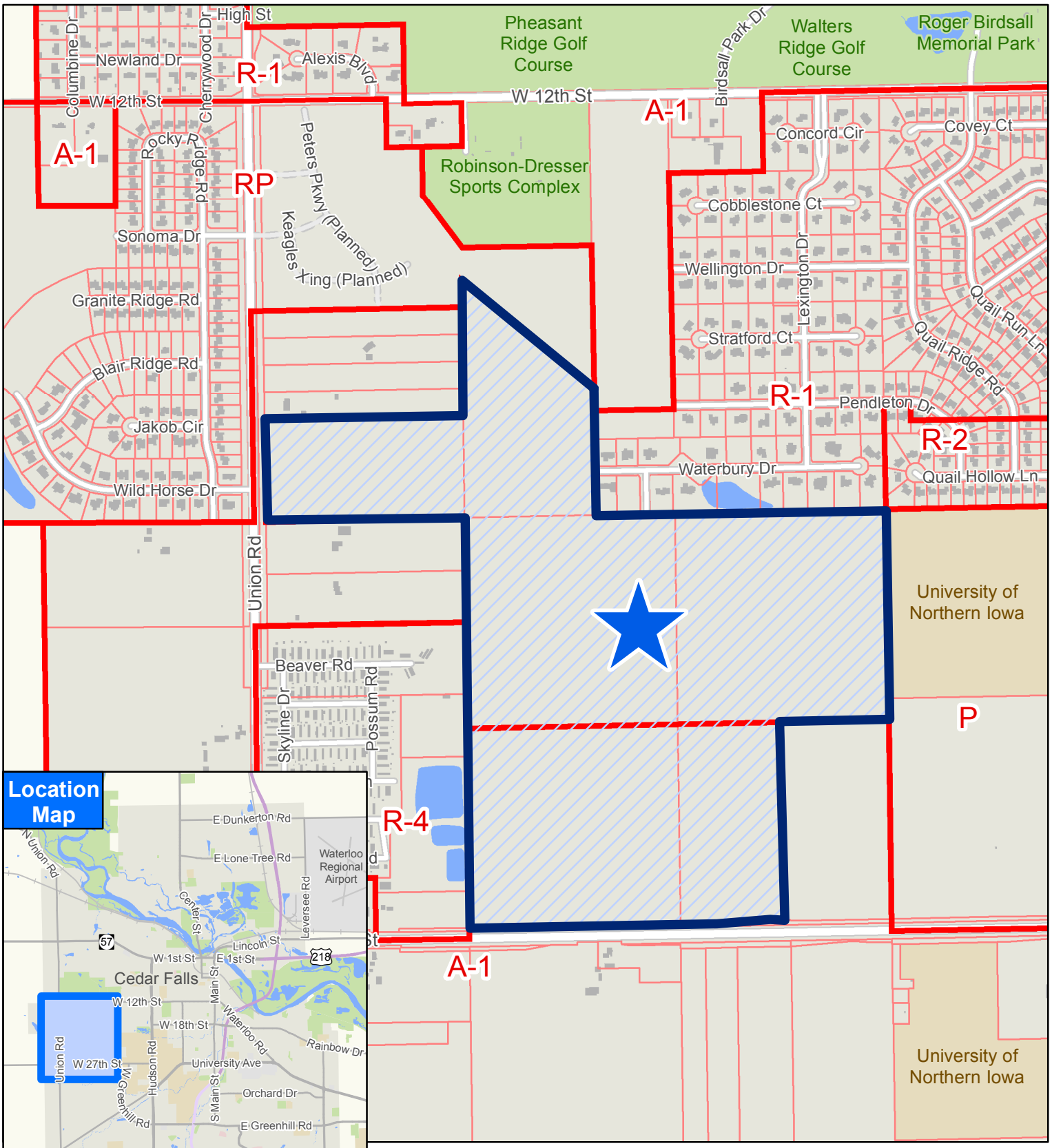
background information. She explained that the northern 120 acres of the property was rezoned in October 2019 and the owner would like to rezone the entire 177 acres now to RP. She noted that a proposed Master Plan was submitted as well and discussed the details of the master plan. She covered street and trail connectivity, topography and environmental issues, stormwater management, greenspace and parks, and development phasing. Ms. Howard discussed the phasing in more detail explaining the proposed work areas and their locations. She talked about consistency with the Comprehensive Plan, noting that the master plan is consistent and staff feels the proposal is desirable to serve the community. Ms. Howard spoke about the accessibility to public infrastructure and stated that sanitary sewer will need to be extended and that sanitary sewer tapping fees would be required at platting.

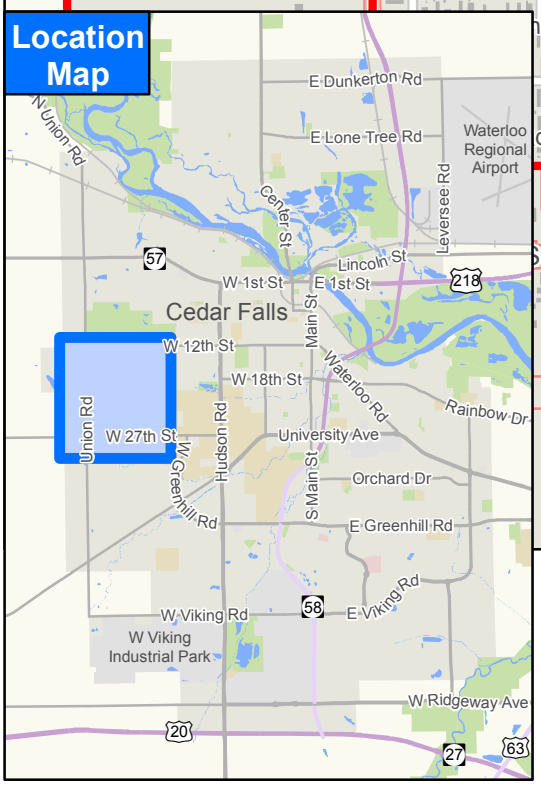
Staff recommends approval of the rezoning request, subject to a R-P master plan and development phasing plan according to the stipulations in the staff report.

Tim Verheyen, 4818 Briarwood Drive, project engineer from ISG representing the developer, provided brief information regarding utilities on the property and their location.

Ms. Saul made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Hartley, Holst, Larson, Lynch, Prideaux and Saul), and 0 nays.

Cedar Falls Planning & Zoning Commission
May 13, 2020

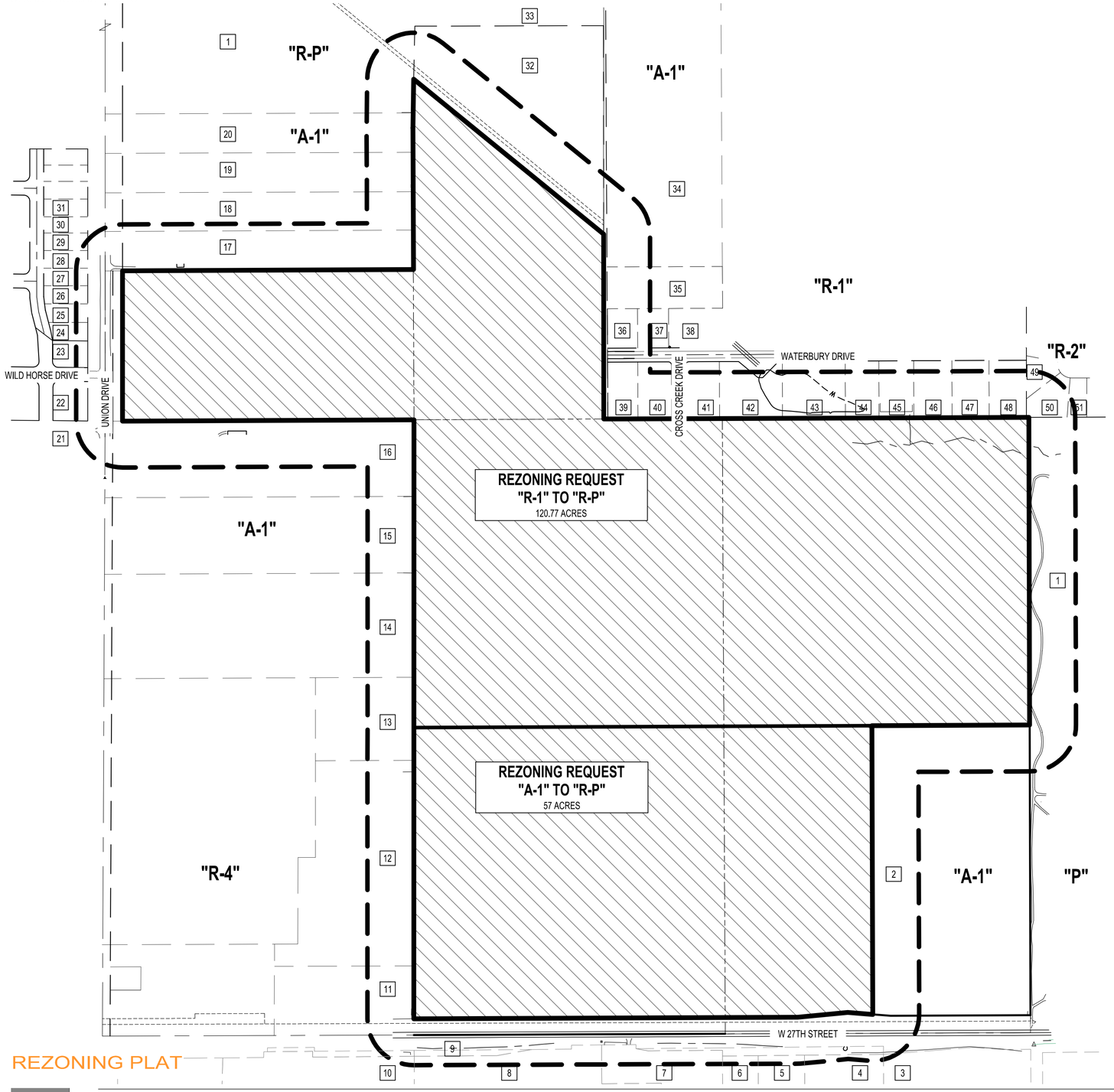




CEDAR FALLS Iowa

Rezoning of Property from A-1 Agricultural and R-1 Residential to RP Planned Resider

Sheet Number 1 of 5



REZONING PLAT

"OWNERS LISTING"
FOR
"REZONING REQUEST"
"A-1 & R-1" TO "R-P"

LEGAL DESCRIPTION

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

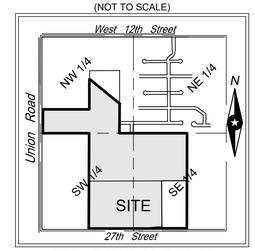
and

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

NAMES OF ALL PROPERTY OWNERS WITHIN 300 FEET OF REZONING

1. STATE OF IOWA BOARD OF REGENTS
2. STATE OF IOWA BOARD OF REGENTS
3. RASMUSSON CO
4. RASMUSSON, DONALD R
5. RASMUSSON, JACK P TRUST
6. RASMUSSON COMPANY
7. BRUNSCHEON, KEAGHAN & ANTHONY
8. MORRIS, DANIEL & JULI
9. CITY OF CEDAR FALLS
10. DAMGAARD, THOMAS & PAULA
11. SIRES, DAVID & JOY
12. SIRES, DAVID
13. SIRES, JOY
14. SIRES, DAVID & LISA
15. RATH, ELIZABETH & RICHARD
16. TRESSLER, KENNETH & LORRAINE
17. GOYEN, MICHAEL & DENISE
18. BONSALL, GALE
19. GIRSCH, MICHAEL
20. GIRSCH, SUE
21. PICKLUM, WARREN & NEYSA
22. PITZ, STEVEN & NANCY
23. BARNHART, THOMAS & CHELSEA
24. MIDWEST DEVELOPMENT CO
25. MIDWEST DEVELOPMENT CO
26. HERNANDEZ, KEVIN & GINA
27. MIDWEST DEVELOPMENT CO
28. MIDWEST DEVELOPMENT CO
29. SPAUDE, CHRISTOPHER & ASHLEY
30. BARTELT, ROBERT & KALE
31. MIDWEST DEVELOPMENT CO
32. TERRACES AT WESTGLEN
33. CITY OF CEDAR FALLS CSD
34. PAULSEN, GLORIA & HOWARD
35. BNKD INC
36. POPPENS, SCOTT & MURIEL
37. PAGE, BRIAN & ELIZABETH
38. RANGE, DEVIN
39. HOLAHAN, CHRISTOPHER
40. HOLAHAN, BROOKE
41. ESTEP, TARA & MARK
42. TIMM, STEVEN & JULIE
43. SCHUERMAN CONSTRUCTION INC
44. MASON, BENJAMIN & CARMEN
45. HURST, EMIL & JENNIFER
46. BRADLEY, DONALD & CAROL
47. OLSEN, CHRISTOPHER & LEAH
48. GERDES, BENJAMIN & ELIZABETH
49. BECKER, STACIE
50. CARPENTER, KELLY & KRISTEN
51. SURNEDI, MURALI & VELAMASETTI, SAROJINIKALA

VICINITY MAP
(NOT TO SCALE)



SEC. 15, TWP. 89, RGE. 14
Black Hawk County, Iowa

0 250 500
SCALE: 1" = 250 FEET

Prepared by: Karen Howard, 220 Clay Street, Cedar Falls, IA 50613 (319)268-5169

DEVELOPMENTAL PROCEDURES AGREEMENT
AND RP MASTER PLAN FOR WEST FORK CROSSING

THIS AGREEMENT is made and entered into this_____ day of _____ , 2020, by and between the City of Cedar Falls, Iowa, hereinafter called "CITY" and Money Pit, LLC. and Waterbury Property Investors, LLC, hereinafter called "OWNERS", for the purpose of outlining procedures to be followed for the development of West Fork Crossing according to an RP Planned Residence District Master Plan and Development Phasing Plan, attached hereto and adopted herein as Exhibits A and B, respectively, said residential development containing approximately 177 acres of land, said land legally described as follows and hereinafter referred to as the "Property":

Legal Description

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821
AND
Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305
AND
The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT
Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839
AND

DRAFT

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

RECITALS

WHEREAS, OWNERS submitted a petition to rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District, more specifically described above and hereinafter referred to as "the Property;" and

WHEREAS, the RP Planned Residence District is intended to provide the flexibility to establish multi-use and integrated use residential developments and to provide for the orderly planned growth of residential developments on larger tracts of land and that such planned residence districts be designed and developed in substantial conformity with the standards of the comprehensive plan and with recognized principals of civic design, land use planning and landscape architecture; and

WHEREAS, OWNERS acknowledge the up-zoning and general flexibility of the Property to RP Planned Residence District causes a need for orderly phased development and construction of neighborhood infrastructure that ensures the health and welfare of future residents, which includes parks and trails, a well-connected network of streets, storm water management facilities, sewer and water lines; and therefore is in the best interest of the CITY and the OWNERS to enter into a developmental procedures agreement to ensure that the land is developed according to a master plan and development phasing plan that incorporates all these important elements, is designed to respond to the natural topography of the site, and is consistent with the intent of the RP Planned Residence District, the Comprehensive Plan and Future Land Use Map; and

WHEREAS, the OWNERS acknowledge that certain conditions and restrictions are reasonable to ensure that the property is developed in an orderly fashion according to a Master Plan and Development Phasing Plan that specifies allowed uses, lot dimensional standards, a well-connected street network, a trail and sidewalk network, parkland, storm water management facilities, traffic calming measures, and other necessary elements, the need for which is caused by the up-zoning of the site from A-1, Agricultural and R-1 Residence District to RP Planned Residence District; and

WHEREAS, the CITY requires and the OWNERS acknowledge the necessity of installing wider pedestrian facilities along major street corridors that abut the development to meet the needs of the subject development and the larger community, in the form of a 10-foot wide public recreational trail. The CITY shall pay the OWNERS the difference in cost between installing a 4-foot wide sidewalk typically required along street frontages within a residential subdivision and the 10-foot wide public recreational trail, or alternatively, depending on the timing of development, the CITY may construct the 10-wide recreational trail as a part of a public project, with the OWNERS responsible for reimbursing the CITY for their proportional share of the cost, namely the cost of installing a 4-foot wide sidewalk along said major street corridors; and

WHEREAS, it is the desire of the CITY to insure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provisions of the RP - Planned Residence District; and

WHEREAS, the OWNERS agree to develop the property in accordance with the terms and conditions of this Developmental Procedures Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and OWNERS agree as follows:

1. The Recitals are incorporated herein by reference.

2. In consideration of the CITY's rezoning of the Property, OWNERS agree that the development of the Property will conform to all other applicable requirements of the zoning chapter of the CITY's code of Ordinances, as well as the following stipulations:

    a. Principal uses of the property are restricted to detached single unit dwellings;

    b. Minimum lot area is 6000 square feet;

    c. Minimum lot width is 60 feet;

    d. Minimum front yard setback is 20 feet;

    e. Minimum side yard setback is 10% of the lot width;

    f. Minimum rear yard setback is 30 feet;

    g. On corner and double fronting lots there shall be a minimum 20-foot setback along all street frontages;

    h. Double fronting lots located along Union Road and W. 27th Street shall have a minimum lot depth of 150 feet;

    i. Corner lot driveway locations shall be a minimum of 20 feet from the intersection of local streets and a minimum of 75 feet from the intersection of Union Road or W. 27th Street measured according to the SUDAS standards;

    j. There shall be no direct driveway access to Union Road or W. 27th Street;

    k. Maximum building height is 2-1/2 stories above grade as measured at the front building line, but not to exceed 35 feet above grade at any point around the perimeter of the building;

3. The Property shall be subdivided and developed according to the West Fork Crossing Master Plan, attached hereto and incorporated herein as Exhibit A, and according to the stipulations below:

DRAFT

a. The Property shall be subdivided and developed according to the connected street and block pattern illustrated in Exhibit A. Street names shown on the master plan are for illustrative purposes and may change at the time of platting to meet City and County street naming policies;

b. A variety of lot sizes shall be provided with overall development density not to exceed four dwelling units per acre;

c. No cul-de-sacs shall be allowed;

d. Streets shall be stubbed to the adjoining properties as illustrated in the master plan;

e. At the northern terminus of Peters Parkway, an emergency vehicle turn around shall be constructed according to Public Safety Department standards and shall remain until such time as Peters Parkway is extended north to provide a connection to the Terraces at West Glen subdivision. Exact alignment of the northern terminus of Peters Parkway shall be determined at the time of platting;

f. Traffic calming measures shall be implemented in the locations indicated on the master plan, in a manner that meets the specifications of the City Engineer;

g. At the time of platting, the CITY shall determine the appropriate intersection design and right-of-way needs at the intersection of local streets with W. 27th Street;

h. To serve the needs of the approximately 500 new households within the development area, a minimum three-acre neighborhood park shall be established in the location noted on the master plan and shall be graded and seeded in a manner acceptable to the CITY prior to dedication; the park shall be dedicated to the CITY subsequent to establishment and acceptance by the CITY of the adjacent storm water management facilities and drainage swale;

i. 10-foot-wide recreational trails shall be constructed along the property's frontage on Union Road and W. 27th Street. The CITY shall pay the OWNERS the difference in cost between installing a 4-foot wide sidewalk typically required along street frontages within a residential subdivision and the 10-foot wide public recreational trail, or alternatively, depending on the timing of development, the CITY may construct said trail as a part of a public project, with the OWNERS responsible for reimbursing the CITY for their proportional share of the cost, namely the cost of installing a 4-foot wide sidewalk along said major street corridors, with payment due at final plat of the first subdivision phase;

j. To provide for good bicycle and pedestrian circulation within and through the development, 6-foot-wide sidewalks shall be constructed along major travel routes as shown in the Master Plan;

DRAFT

k. A 10-foot-wide trail shall be constructed from Waterbury Drive north along the eastern boundary of the Property, as shown on the master plan, for eventual extension through the Terraces at West Glen subdivision to provide a bicycle and pedestrian connection from the new neighborhood to Robinson-Dresser Sports Complex;

l. During development of the Property, all construction traffic shall access the site from Union Road or W. 27th Street; construction traffic shall not access the site from streets within the Lexington Heights subdivision;

m. At the time of platting a conservation easement shall be established on the lots labeled on the master plan as "outlots for conservation use;"

n. Delineated wetlands on the Property must be preserved to the extent possible with a plan for mitigating any wetland lost due to development activity required at the time of platting either on-site or through payment of wetland credits;

o. Sanitary sewer tapping fees shall be required at the time of final platting, including for subdivision phases served by a new sewer district, which will be established when the CITY constructs the sewer connection from south of W. 27th Street to serve the new high school site and the West Fork Crossing development;

4. The Property shall be subdivided and developed according to the West Fork Crossing Development Phasing Plan, attached hereto and incorporated herein as Exhibit B, and according to the stipulations below:

5. To ensure that the major east-west and north-south connections develop first to provide good traffic circulation as the development builds out, the Property shall be developed according to the Development Phasing Plan, attached hereto as Exhibit B, which will result in the following important street connections being constructed first:

a. The east-west connection between Union Road and Waterbury Drive in phase 1;

b. The north-south connection between phases 1, 2, 3, and 4, from Waterbury Drive to Breckenridge Court, then to Westminster Avenue, then to Cross Creek Drive, then along Loveland Drive to Snowmass Road, to Silverhorne Road to the intersection with W. 27th Street;

c. In Phase 3, a street connection shall be constructed in line with the driveway entrance to the Cedar Falls High School site along its western boundary;

d. The north-south connection from the northern terminus of Peters Parkway in phases 1 and 2, and then along Westminster Drive in phase 5 to its intersection with W. 27th Street;

e. Another important connection to help distribute traffic within the neighborhood will be the connection in phase 6 from Cross Creek Drive to the phase 4 area; said

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connection shall be given priority in the phasing of platting over the remainder of phases 6 and 7;

f. Regardless of the phasing of the development, at least one continuous street connection must be constructed from the Phase 1 area to W. 27th Street within one year of the date the new high school opens.

6. The aforementioned conditions shall be binding upon OWNERS, their successors and assigns and shall apply to the above described real estate and shall run with the land. The West Fork Crossing Master Plan, attached hereto as Exhibit "A," and the West Fork Crossing Development Phasing Plan, attached hereto as Exhibit "B", both incorporated herein by this reference, shall be part of this Agreement.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

OWNER:
Money Pit, LLC.

By: _____
Brent Dahlstrom, (Title)

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

This instrument was acknowledged before me on the _____ day of _____, 2020, by Brent Dahlstrom, (Title), Money Pit, LLC, a limited liability company.

_____
Notary Public in and for the State of Iowa

OWNER:

DRAFT

Waterbury Property Investors, LLC.

By: _____
Brent Dahlstrom, (Title)

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

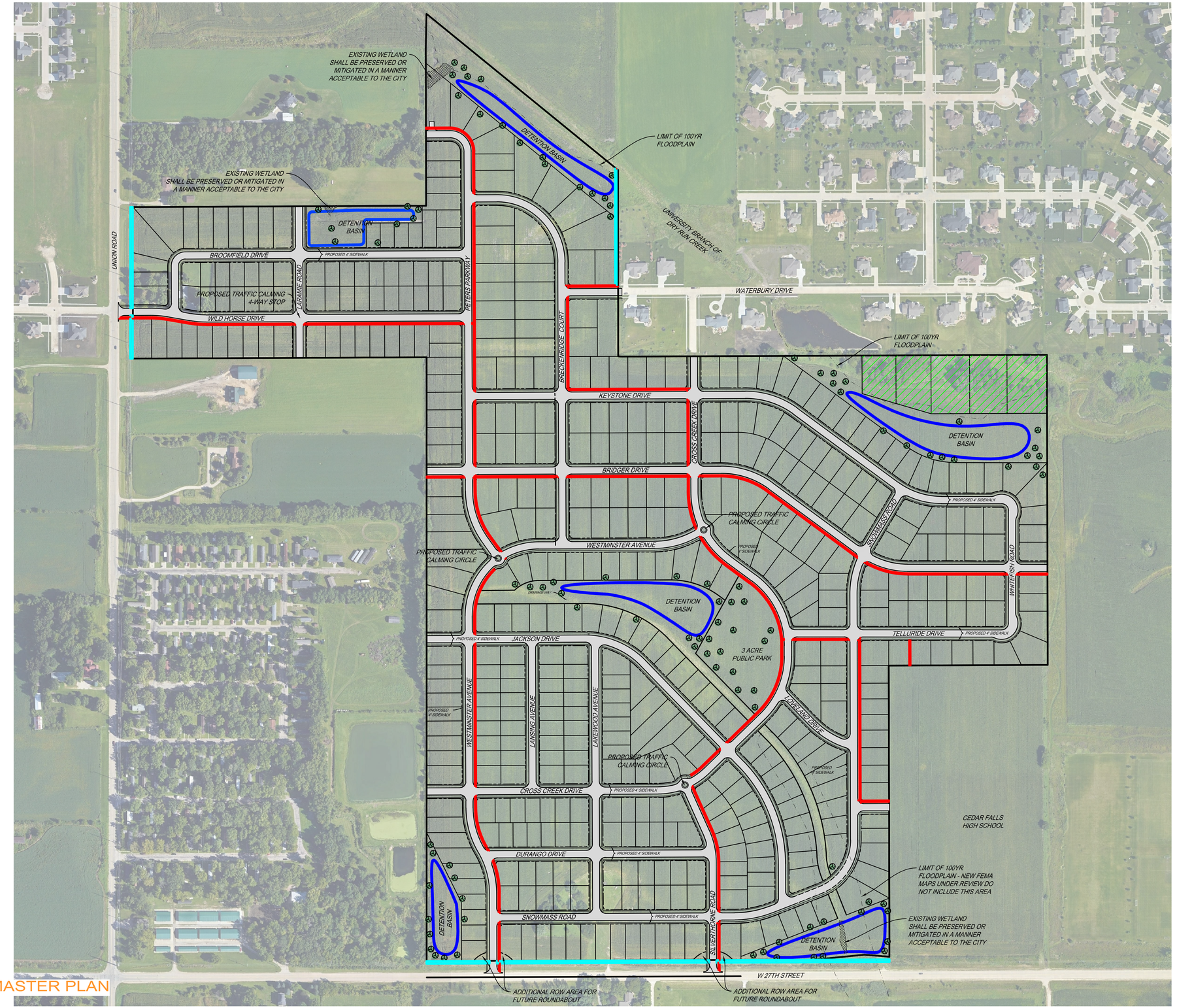
This instrument was acknowledged before me on the _____ day of _____, 2020, by Brent Dahlstrom, (Title), Waterbury Property Investors, LLC, a limited liability company.

_____
Notary Public in and for the State of Iowa

DRAFT

Exhibit A: West Fork Crossing Master Plan

LEGEND	
	10FT WIDE TRAIL
	6FT WIDE TRAIL
	OUTLOTS FOR CONSERVATION USE

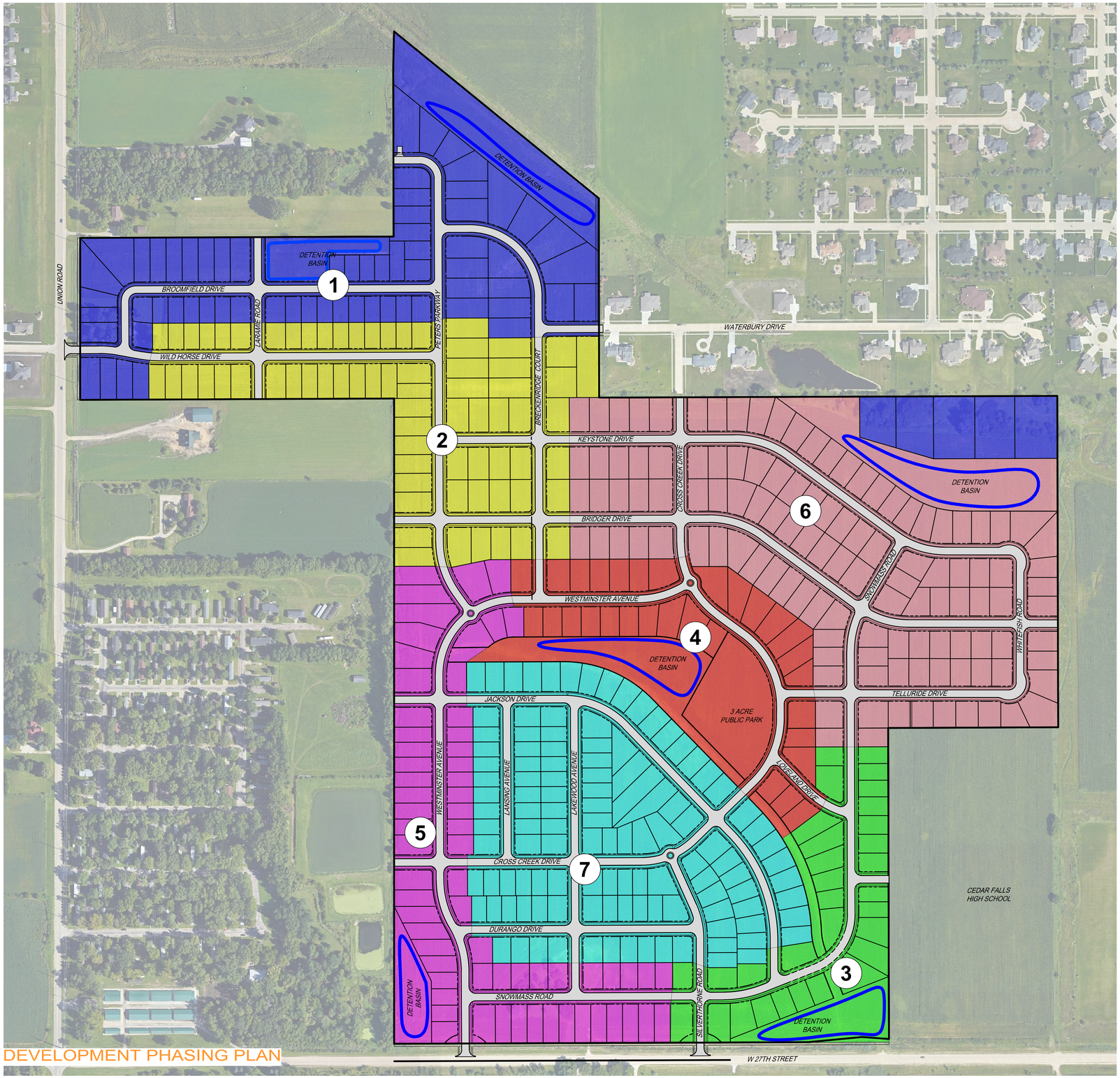


0 200 400
SCALE: 1" = 200 FEET

MASTER PLAN

Exhibit B: Development Phasing Plan

WORK AREA LEGEND	
COLOR	WORK AREA
	AREA 1
	AREA 2
	AREA 3
	AREA 4
	AREA 5
	AREA 6
	AREA 7



DEVELOPMENT PHASING PLAN

- WORK AREA PLAN IS PREPARED FOR POTENTIAL PHASING OPPORTUNITIES WITHIN WEST FORK CROSSING. THE PROPOSED WORK AREAS ARE NUMBERED BASED ON SEQUENCE OF TIMING FOR EACH AREA. EACH AREA WILL BE COMPLETED PRIOR TO COMMENCING WORK WITHIN THE NEXT NUMBERED AREA. WORK WITHIN AREAS 6 AND 7 WILL NOT COMMENCE UNTIL AREA 5 IS COMPLETED. THE SEQUENCE OF WORK WITHIN AREAS 6 AND 7 COULD INTERCHANGED DUE TO THE NEEDS OF THE CITY . ALL WORK AREAS WILL BE BUILT OUT BASED ON THE MARKET FACTORS.

0 200 400
SCALE: 1" = 200 FEET

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO._____

AN ORDINANCE REPEALING SECTION 26-118, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICT AND DISTRICT REGULATIONS OF CHAPTER TWENTY-SIX (26) ZONING, OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE (Case #RZ20-001)

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District; and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District, more specifically described below; and

WHEREAS, said RP Planned Residence District allows for development flexibility according to a master plan to ensure that the area is developed in an orderly manner according to the principals of the Cedar Falls Comprehensive Plan; and

WHEREAS, an RP master plan and development phasing plan have been submitted with the rezoning application, the principals and provisions of which will be incorporated into a developmental procedures agreement between the City and the owners of the property, which will be considered for adoption in a separate action by resolution concurrent with this rezoning;

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of an R-P Master Plan and Development Phasing Plan and find that said rezoning, master plan, and development phasing plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the R-P Planned Residence District;

WHEREAS, the Planning and Zoning Commission has recommended approval of said rezoning; and

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

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

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment on July 6, 2020; now, therefore,

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

Section 1. That the following described real estate, be and the same, is hereby removed from the R-1 Residential District and A-1 Agricultural District and added to the R-P Planned Residence District.

Legal Description

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821
AND
Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305
AND
The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT
Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839
AND
Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

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

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same, is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

ORDINANCE NO. 2967

AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ABUTTING PRAIRIE PARKWAY SOUTH OF PRAIRIE VIEW ROAD IN THE CITY OF CEDAR FALLS, IOWA (VAC19-003)

WHEREAS, the Planning & Zoning Commission has considered a request to vacate 21,995 square feet of public right-of-way located along the western edge of Prairie Parkway south of Prairie View Road; and

WHEREAS, the Commission has determined that due to the curved alignment of the roadway, there is an excess amount of land in the aforementioned location that is not currently used for right-of-way purposes nor will it be used in the future for such purpose; and

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

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

SECTION 1. A portion of the public right-of-way located along the western edge of Prairie Parkway south of Prairie View Road, hereinafter described, is hereby vacated:

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of Tract "E", Western Home Communities Seventh Addition; thence N87°16'55"E Thirty-six and Fifty-five Hundredths (36.55) feet along the Easterly extension of the North line of said Tract "E";

thence S23°04'27"E Ten and Seventy-nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty-three and Eighty-two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty-three and Ninety-eight Hundredths (233.98) feet and a chord of One Hundred Fifty-one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty-one and Thirty-seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty-six (866.00) feet and a chord of Thirty-one and Thirty-seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty-two and Sixty-three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty-three (3053.00) feet and a chord of Four Hundred Thirty-two and Twenty-seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet, but retaining a perpetual landscape, drainage and utility easement, described as over, under and across the East Thirty (30.00) feet of above described parcel containing12,721 square feet; and also retaining a separate perpetual utility easement, described as over, under and across the North Ten (10.00) feet of above described parcel containing 395 square feet; and further subject to existing easements of record.

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

INTRODUCED: June 1, 2020

PASSED 1st CONSIDERATION: June 1, 2020

PASSED 2nd CONSIDERATION: June 15, 2020

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

_____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

INDEX LEGEND	For County Recorder's use.
General Description: Part of the SW 1/4, Section 30–T89N–R13W, Surveyor: David L. Scheil (#16775) Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235–6294 Survey Requested By: Western Home Communities Proprietor: Cedar Falls	

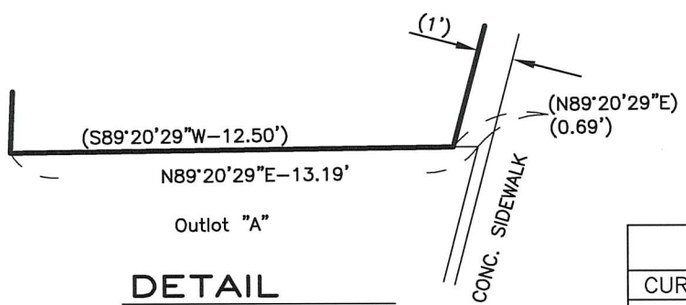
RIGHT-OF-WAY VACATION PLAT

Part of Prairie Parkway

LEGAL DESCRIPTION
Right–of–Way Vacation, part of Prairie Parkway

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty–nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of Outlot "A", Western Home Communities Ninth Addition; thence N87°16'55"E Thirty–six and Fifty–five Hundredths (36.55) feet along the Easterly extension of the North line of said Outlot "A"; thence S23°04'27"E Ten and Seventy–nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty–three and Eighty–two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty–three and Ninety–eight Hundredths (233.98) feet and a chord of One Hundred Fifty–one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty–one and Thirty–seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty–six (866.00) feet and a chord of Thirty–one and Thirty–seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty–two and Sixty–three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty–three (3053.00) feet and a chord of Four Hundred Thirty–two and Twenty–seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet.



DETAIL
NO SCALE

CURVE TABLE				DIMENSIONS IN FEET	
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	(153.82)	(233.98)	(37°40'00")	(151.07)	(S02°21'10"E)
C2	(31.37)	(866.00)	(2°04'33")	(31.37)	(S15°26'25"W)
C3	(432.63)	(3053.00)	(08°07'09")	(432.27)	(N05°58'44"E)
	432.63	3053.00	08°07'09"	432.27	S05°58'44"W
C4	73.25	3053.00	01°22'29"	73.25	S10°43'34"W

CES FILE NO. ML

DAVID L. SCHEIL ★ LICENSED 16775 IOWA ★ PROFESSIONAL LAND SURVEYOR

CERTIFICATION

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

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

Date: MAY 15, 20 20 License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2020

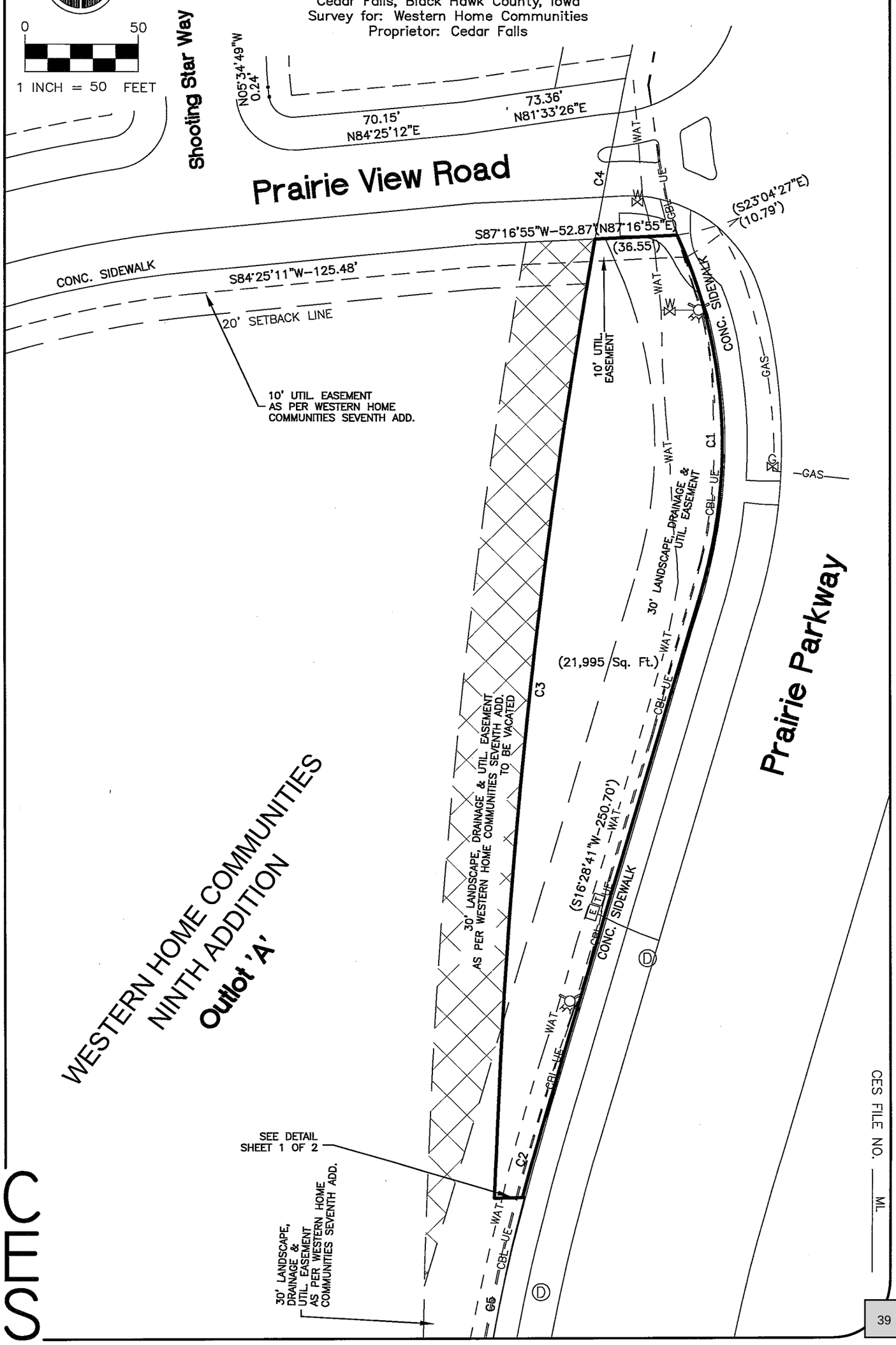
CES

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898
PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

RIGHT-OF-WAY VACATION PLAT

SHEET 2 OF 2

Part of Prairie Parkway
Part of the SW 1/4, Section 30-T89N-R13W,
Cedar Falls, Black Hawk County, Iowa
Survey for: Western Home Communities
Proprietor: Cedar Falls



CES

ORDINANCE NO. 2968

AN ORDINANCE REPEALING ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, IN ITS ENTIRETY, AND ENACTING IN LIEU THEREOF NEW ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS.

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

Section 1. Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

ARTICLE V. - DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

DIVISION 1. - GENERALLY

Sec. 2-473. - Created.

There is hereby established in the city the department of finance and business operations. The administration of the department shall be integrated into and made a part of the regular city administration and shall be coordinated with all other departments.

(Code 2017, § 2-306; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-474. - Duties.

It shall be the duty of the finance and business operations department to provide a full range of support services for all city departments, the city administrator, the mayor and the city council. These services shall include:

(1) Financial management encompassing accounting, budgeting, payroll, debt management, check issuance, auditing, investment, capital asset management, and completion of required financial reports and records.

(2) Public records management encompassing the maintenance of official city council minutes, ordinances, resolutions, contracts, deeds, licenses, permits, registry books, assessments, elections, appointments of city officers and public notices.

(3) Personnel management encompassing the maintenance of employee records, employee salary and benefit administration, employee relations programs, personnel policies, personnel task management accounting, labor relations and the administration of civil service, civil rights and equal opportunity regulations and standards.

(4) Risk management encompassing the securing of adequate insurance coverage and the provision of safety programs, and workers' compensation administration.

(5) Information systems encompassing the operation and maintenance of the city's communications systems and mainframe computer, fileservers, network infrastructure, personal computers and all related peripheral equipment provided to individual departments.

(6) Acting as legal counsel to all city offices, boards and commissions, exclusive of autonomous administrative agencies and boards established by the city council with the authority to retain legal counsel. It is the duty of legal counsel to prepare all ordinances, prosecute all actions which are violations of city ordinances, defend or prosecute all suits and actions brought and pending in any court in the state or United States to which the city is a party, prepare all city contracts, and act as the city legal agent for any bonds or legal instruments when directed by the city council.

(7) Cable television system encompassing the production of video programming for city government, educational and local origination channels and facilitating playback of video programs on the public access channel.

(8) Performing as the city purchasing agent.

(9) Administrative management encompassing the development, coordination and implementation of administrative policies and procedures prescribed by the city administrator, mayor and city council to ensure that all legislative actions are completed by the appropriate department.

(Code 2017, § 2-307; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-475. - Director of finance and business operations—Generally.

(a) *Appointment.* The director of finance and business operations shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.

(b) *Powers and duties.*

(1) The director of finance and business operations shall be the chief finance officer (CFO) of the city and shall supervise, direct and manage the conduct of the following divisions:

a. Public records.

b. Financial services.

c. Legal services.

d. Information systems.

e. Human resources.

The director of finance and business operations shall also supervise, direct, manage and act as liaison to, the library and community center/senior services division.

(2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a controller/city treasurer, and information systems manager, and a city attorney, and a human resources manager, and to recommend to the city administrator, city council, and mayor a city clerk as division heads. Each division head is individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her division. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city, the city administrator, the mayor, the city council and each department with a full range of support services. The director peremptorily may suspend, demote or discharge any subordinate for any lawful reason.

(3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible.

(4) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.

(5) The director shall prepare for the city administrator's consideration a preliminary budget by January 1 of each year for the coming fiscal year.

(6) The director shall prepare and monitor the city's capital improvements program to ensure that the program offers long-term financial stability, including the issuance of long-term debt. .

(Code 2017, § 2-308; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2943, § 1, 6-3-2019)

Sec. 2-476. - Director of finance and business operations—Duties relative to boards, commissions and committees.

The director of finance and business operations or designee shall meet with and furnish assistance and information to the following commissions, boards, committees and other organizations when necessary:

(1) Mayor's budget review committee.

(2) Utilities board of trustees.

(3) Health trust fund board of trustees.

(4) Civil service commission.

(5) Human rights commission.

(6) Library board of trustees.

(7) Community center and senior services board.

(8) Sartori Memorial Hospital, Inc., board of directors.

(9) County attorney.

(10) Northeast Iowa Area Agency on Aging.

(11) Any applicable federal and state agencies, including, but not limited to, the state civil rights commission, the state department of management, the state auditor, state attorney general, the state public employment relations board, the state public employment retirement system board, the municipal fire and police retirement system board, the state department of revenue, Internal Revenue Service, U.S. Occupational Safety and Health Administration, and the United States Equal Employment Opportunity Commission.

(Code 2017, § 2-309; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-477. - Acting director of finance and business operations.

Whenever the director of finance and business operations is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the city

administrator has not appointed a director of finance and business operations, the director of finance and business operations or city administrator shall appoint one of the division heads as the acting director of finance and business operations. This designee shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-310; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-478. - Authority of council.

All final authority over the administration and policy of the department of finance and business operations shall be retained and exercised by the city council.

(Code 2017, § 2-311; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-479—2-509. - Reserved.

DIVISION 2. - FINANCIAL SERVICES DIVISION

Sec. 2-510. - Created.

The financial services division of the department of finance and business operations is hereby created.

(Code 2017, § 2-331; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-511. - Duties.

It shall be the duty of the financial services division of the department of finance and business operations to provide a comprehensive financial management program and a full range of personnel services which conforms to federal, state and local regulations.

(Code 2017, § 2-332; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-512. - Controller/city treasurer.

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

(b) *Duties.* The controller/city treasurer shall supervise, direct and manage the financial services division. The controller/city treasurer's duties shall be as follows:

(1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the financial services division within the parameters of departmental policy.

(2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.

(3) Assigning the personnel of the financial services division as deemed necessary to carry out the functions of the financial services division, and prescribing rules and

regulations for the conduct and management of the division consistent with the department's policies.

(4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.

(5) Providing, in conjunction with the human resources division, a comprehensive personnel management and relations program which has direct correlation to payroll administration.

(6) Issuing payment on the treasury for all money duly ordered paid therefrom by the council, but the controller/city treasurer shall not draw any such payments except upon the vote of the council. Such payments shall be attested by the required three signatures. The controller/city treasurer shall maintain financial records that account for the check number, date, amount, and payee for each payment issued. The controller/city treasurer shall provide a listing of payments to be approved to the council committee prior to the council meeting. The controller/city treasurer shall also provide a listing of payments made prior to the council meeting as allowed for under the city's purchasing manual.

(7) Managing the purchasing program for the city, including administering the accounting policies and procedures manual as approved by City Council. The controller/city treasurer or designee shall function as the purchasing agent for all purchases made by the city. All city departments shall furnish the agent with purchase specifications and may attach to their purchase request bids and such other information as they may deem helpful to the purchasing agent. The purchasing agent shall:

a. Make no purchases where the amount involved does not exceed $200.00 without having first secured the approval of the chargeable department head to the proposed purchase. If the approval of a department head cannot be secured, authorization by any two members of the city council shall be sufficient to authorize the proposed purchase by such agent.

b. Make an emergency purchase, if deemed necessary by the purchasing agent and the purchase exceeds the sum of $200.00, however, the agent may make such purchase provided the agent first obtains the approval of any two members of the city council.

c. Ensure that all bills covering purchases made by the purchasing agent be subject to final approval or disapproval by the council when submitted for payment.

d. Require and file bids on all purchases made for the city by the agent, except in special cases where authorization by the council to purchase without bids has first been secured or where small purchases or emergency purchases are involved.

e. Generally award purchases to the lowest responsible bidder. When the lowest bid is not used, the reason therefor shall be plainly noted in detail on the requisition. Purchases shall be consolidated whenever possible in order to foster favorable bids.

f. Make a careful check of all bills covering purchases to ascertain that the written approval of the director of the department chargeable with the purchase, and two councilmembers when required, has been duly endorsed thereon, and that the bill has been duly approved by the council.

g. Coordinate the investment of idle funds to ensure that the city obtains the most attractive yet financially sound investment benefits available.

h. Coordinate with director on the issuance of long-term debt.

(Code 2017, § 2-333; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-513. - Acting controller/city treasurer.

Whenever the controller/city treasurer is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a controller/city treasurer, the controller/city treasurer or the director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the controller/city treasurer.

(Code 2017, § 2-334; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-514—2-534. - Reserved.

DIVISION 3. - INFORMATION SYSTEMS DIVISION

Sec. 2-535. - Created.

The information systems division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-351; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-536. - Duties.

It shall be the duty of the information systems division of the department of finance and business operations to provide support services to the city administrator, mayor, the city council and all departments in the form of printing, communications and computer services. It shall also produce video programming for Cedar Falls government, educational and local origination channels and to facilitate the playback of video programs on the public access channel.

(Code 2017, § 2-352; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-537. - Information systems manager.

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

(b) *Duties.* The information systems manager shall supervise, direct and manage the information systems division. The information systems manager's duties shall be as follows:

(1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the information systems division within the parameters of departmental policy.

(2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.

(3) Assigning the personnel of the information systems division as deemed necessary to carry out the functions of the information systems division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.

(4) Providing computer maintenance and operations support to all departments through the city mainframe computer, fileservers, network infrastructure, personal computers and all related peripheral equipment.

(5) Coordinating the purchase and usage of all computer hardware and software in compliance with administrative policy to ensure system integrity.

(6) Managing the city's communications system, including voice mail system, telecommunications and computer communications.

(7) Coordinating a training program which provides employees with the type of education necessary for the functions performed.

(8) Coordinating the purchase and usage of video production equipment.

(9) Managing the city's government, educational, local origination and public access channels.

(10) Coordinating the production of video programs for the government access channel with all city departments.

(11) Coordinating the production of video programs for the government and educational access channels with institutions and community organizations outside of the city's operation.

(12) Performing or causing to be performed any other duties as directed by the director of finance and business operations.

(13) Maintaining and operating police computer and video systems.

(14) Maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects. The collection of maps shall include, but not be limited to, the city street, plat, zoning, thoroughfare, sewer and ward and precinct maps.

(15) Coordinating the monitoring of computer networks for security issues, fixing detected vulnerabilities and installing security measures and software to protect systems information infrastructure.

(Code 2017, § 2-353; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2943, § 1, 6-3-2019)

Sec. 2-538. - Acting information systems manager.

Whenever the information systems manager is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed an information systems manager, the information systems manager or the director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the information systems manager.

(Code 2017, § 2-354; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-539—2-569. - Reserved.

DIVISION 4. - PUBLIC RECORDS DIVISION

Sec. 2-570. - Created.

The public records division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-371; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-571. - Duties.

It shall be the duty of the public records division of the department of finance and business operations to provide a comprehensive management program for all public records which conforms with federal, state and local regulations.

(Code 2017, § 2-372; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-572. - City clerk.

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

(b) *Duties.* The city clerk shall supervise, direct and manage the public records division. The city clerk's duties shall be as follows:

(1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the public records division within the parameters of the departmental policy.

(2) Making an annual report of the activities of the division to the finance and business operations director.

(3) Assigning the personnel of the public records division as deemed necessary to carry out the functions of the public records division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.

(4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.

(5) Functioning as the city clerk for all public records management for the city. The duties of the city clerk and designee shall include:

a. Attending all meetings of the council and furnishing the mayor with an abstract of all unfinished business; making an accurate record of the proceedings, rules and ordinances adopted by the council, which shall at all reasonable times be open to the public; issuing all notices of special meetings of the council when called, as provided by law; notifying all committees of their appointment and of the business

referred to them; notifying all officers of their election; and performing such other duties required as may be by law, ordinance or resolution.

b. Preparing, following a regular or special meeting of the council, a condensed statement of the proceedings of the council, including the total expenditure from each municipal fund, and causing the statement to be published in a newspaper of general circulation in the city. The statement shall include a list of all claims allowed and a summary of all receipts, and the statement shall show the gross amount of the claim.

c. Maintaining custody of, and keeping in the office, all bylaws, ordinances, records, papers and official documents belonging to the city, proceedings of the council and all returns of assessments and elections and appointments of city officers. The city clerk shall not allow any papers or documents to be taken from the office without consent.

d. Keeping all ordinances passed by the council. It shall be the special duty of the clerk to see that all ordinances are properly and correctly published in the official paper of the city. Immediately following the record of each ordinance, the clerk shall append a certificate stating therein the time and manner of the publication thereof.

e. Keeping records of deeds and contracts executed by or in favor of the city.

f. Keeping a register of all licenses and permits granted by the city as required by law, and filing and preserving in his office all petitions, remonstrances and other papers presented to the council.

g. Furnishing to any officer or other person requiring the record, paper or document a certified copy of any record, paper or document on file. When such copy is furnished to any person other than a city officer, the clerk shall be entitled to receive the fees as adopted in the annual fee resolution.

h. Preparing all certificates of assessments for sidewalks, sewers and other public improvements. The clerk shall promptly certify to the county auditor, as provided by law, all assessments and taxes of every kind and nature levied by the council which are required to be so certified.

i. Procuring all necessary supplies for the use of the council and city officers.

j. Being clerk of the civil service commission for the city or appointing a designee, and performing such duties as are required of the commission's clerk by law.

k. Maintaining the official seal of the City.

l. Being responsible for administration and enforcement of parking regulations.

m. Supervising the administrative support pool.

(Code 2017, § 2-373; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-573. - Acting city clerk.

Whenever the city clerk is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the finance and business operations director has not appointed a city clerk, the city clerk or finance and business operations director shall appoint a designee who shall have and exercise all the powers and duties of the city clerk.

(Code 2017, § 2-374; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-574. - Parking enforcement and administration section.

(a) The parking enforcement and administration section of the public records division of the department of finance and business operations for the city is hereby created.

(b) It shall be the duty of the parking enforcement and administration section of the public records division to provide a full range of parking enforcement and administration services dealing with parking enforcement equipment and other parking facilities, and related parking enforcement provisions.

(c) The duties of the parking enforcement and administration section shall be as follows:

(1) To provide for enforcement and collection of all parking enforcement equipment locations and other parking facilities, and repair of equipment.

(2) Subject to the approval of the council, the city clerk shall appoint parking enforcement personnel on a full-time or part-time basis, to be compensated from parking enforcement and administration section funds.

(3) To maintain all parking enforcement equipment and other parking facilities and related administration records, and handle all parking receipts and disbursements.

(4) To enforce and administer all of the provisions of division 2, parking enforcement districts, equipment, operations and facilities, of article IV, stopping, standing and parking, of chapter 23, traffic and motor vehicles, and any other duties and responsibilities assigned to said section by the director of finance and business operations or the city council.

(Code 2017, § 2-375; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2944, § 1, 6-17-2019)

Secs. 2-575—2-596. - Reserved.

DIVISION 5. - LEGAL SERVICES DIVISION

Sec. 2-597. - Created.

The legal services division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-391; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-598. - Duties.

It shall be the duty of the legal services division of the department of finance and business operations to provide legal counsel to the city and all of its entities.

(Code 2017, § 2-392; Ord. No. 2825, § 1, 6-23-2014)

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

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

(b) *Duties.* The city attorney shall supervise, direct and manage the legal services division. The city attorney's duties shall be as follows:

(1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the legal services division within the parameters of the departmental policy.

(2) Making an annual report of the activities of the division to the finance and business operations director.

(3) Assigning the personnel of the legal services division as deemed necessary to carry out the functions of the legal services division, and prescribing rules and regulations for the conduct and management of the division consistent with the departmental policy.

(4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.

(5) Providing, in conjunction with the human resources division, a comprehensive personnel management and relations program which includes:

a. Coordinating with the human resources division regarding all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.

b. Coordinating with the human resources division regarding the city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations.

c. Maintaining and updating annually the city's statement of policy on personnel and procedures in compliance with city council action.

d. Coordinating with the human resources division regarding all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.

e. Coordinating with the human resources division regarding the administration of city administrative policies, risk management policies, and personnel policies.

(6) On or before January 1, after the adjournment of any general assembly, preparing and presenting to the council for passage such ordinances as may be required to amend existing ordinances or to repeal existing ordinances on account of laws enacted by the general assembly, or such ordinances as may be necessary or which the city attorney shall think proper in view of the laws enacted by the general assembly amending existing statutes or creating new statutes applicable to cities.

(7) Acting as legal advisor and counsel for the city and all officers of the city, including all boards and commissions of the city, except autonomous administrative boards of trustees; giving his opinion upon questions of law arising out of any matters pertaining to the interests of the city whenever requested by the mayor or council or other officers

of the city; giving legal advice to any of the city officers concerning their official duties when required to do so; and giving legal advice and assistance, as may be required, to all committees of the council and, when requested, giving his opinion in writing, which shall be filed and preserved among the records.

(8) Prosecuting all suits for violation of the city ordinances, except as otherwise provided.

(9) Prosecuting or defending all suits and actions to be brought and pending in any court in the state or United States to which the city is a party or in which, in the opinion of the council, the interests of the city are brought into controversy, or in which the official acts of any of its officers, servants or agents are involved, and taking appeals in such cases as the interests of the city require or whenever directed by the council to do so.

(10) When directed to do so by the council or proper officers of the city, including all boards and commissions of the city except the various utility boards of trustees, preparing drafts for contracts, ordinances, condemnation proceedings and forms of any other legal papers which may be required for the use of the city or its officers in the discharge of their duties.

(11) Signing the name of the city to papers of whatever kind necessary in legal proceedings for the prosecution of any suit in court, when directed to do so by the council.

(12) Attending all regular meetings of the council and special meetings thereof when notified to do so; attending meetings of the committees of the council when notified by the chairman to do so; and attending meetings of all boards and commissions of the city, except autonomous administrative boards of trustees, when notified by such boards and commissions.

(Code 2017, § 2-393; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-600. - Appointment and duties of additional city attorneys; employment of associate counsel.

The city attorney may appoint additional attorneys upon approval of the director of finance and business operations and city administrator. The attorneys shall prosecute all actions for violations of city ordinances or assist the city attorney in the prosecution thereof, as well as other duties, as assigned by the city attorney. In any case which may arise, associate counsel shall not be employed at the expense of the city, unless such employment shall be authorized by resolution of the council or the board whose jurisdiction is affected. The director of finance and business operations may hire additional attorneys for special legal representation on a contract basis or hourly basis, based upon existing city administrative policies.

(Code 2017, § 2-394; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-601. - Acting city attorney.

Whenever the city attorney is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a city attorney, the assistant city attorney or other attorney appointed by the city attorney or director of finance and business operations shall serve as designee and exercise all the powers and duties of the city attorney.

(Code 2017, § 2-395; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-602. - Compensation of attorney and assistant attorney; allowance for office expenses.

The salary and allowance for the office expenses of the city attorney and assistant city attorney shall be established annually by resolution by the council.

(Code 2017, § 2-396; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-603—2-610. - Reserved.

DIVISION 6. – HUMAN RESOURCES DIVISION

Sec. 2-611. - Created.

The human resources division of the department of finance and business operations for the city is hereby created.

Sec. 2-612. - Duties.

It shall be the duty of the human resources division of the department of finance and business operations to provide a comprehensive personnel management program and a full range of personnel services which conforms to federal, state and local laws and regulations.

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

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

(b) *Duties.* The human resources manager shall supervise, direct and manage the human resources division. The human resources manager's duties shall be as follows:

(1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the human resources division within the parameters of the departmental policy.

(2) Making an annual report of the activities of the division to the finance and business operations director.

(3) Assigning the personnel of the human resources division as deemed necessary to carry out the functions of the human resources division, and prescribing rules and regulations for the conduct and management of the division consistent with the departmental policy.

(4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.

(5) Providing a comprehensive personnel management and relations program which includes:

a. Maintaining official employee evaluation, discipline and employment records.

b. Administering employee benefit programs, including but not limited to IPERS, FICA, sick leave, vacation, savings program, life insurance, and health insurance benefits.

c. Coordinating all employment application procedures, including advertising, screening, civil service testing, interviews, department selection and employee orientation.

d. Coordinating all employee training and education assistance requests.

e. Maintaining and updating annually the city's official job description and pay plan in compliance with city council action.

f. Coordinating with legal services division all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.

g. Administering the city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations in coordination with the legal services division.

h. Administering unemployment insurance benefits.

i. Serving as the administrator of the city personnel policy and collective bargaining agreements.

j. Managing city employment programs endorsed by the city council, including workfare, work release and work restitution programs.

k. Maintaining and updating annually the city's statement of policy on personnel and procedures in compliance with city council action.

l. In conjunction with the legal services division, processing all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.

Sec. 2-614. - Acting human resources manager.

Whenever the human resources manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a human resources manager, the human resources manager or director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the human resources manager.

Secs. 2-615—2-622. - Reserved.

DIVISION 7. - LIAISON LIBRARY AND COMMUNITY CENTER/SENIOR SERVICES SECTION

Sec. 2-623. - Library liaison.

The finance and business operations director shall act as the liaison to the library board of trustees. As part of this liaison relationship, the library director shall provide updates of the

library operations to the director of finance and business operations and work with the director of finance and business operations in managing the community center/senior services section.

(Code 2017, § 2-416; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-624. - Community center/senior services section.

(a) The community center/senior services section of the department of finance and business operations for the city is hereby created.

(b) It shall be the duty of the community center/senior services section of the department of finance and business operations to provide services and programs for the senior citizens of the city and a location for community gatherings, special events, and group meetings which encourage social, recreational, and business interaction of citizens of the city.

(c) The section shall have the power to operate and maintain the city community center, in compliance with the operations and programming policy prescribed by the community center and senior services board, the library director, the director of finance and business operations, and the city council.

(d) The library director shall manage the community center/senior services section and shall be responsible for assigning staff to the library and the community center facilities as deemed necessary.

(e) The library director shall make an annual report of the activities of this section for each fiscal year and the report shall be filed with the finance and business operations director.

(f) The library director shall attend the meetings of the community center and senior services board and provide full and complete records of all proceedings.

(Code 2017, § 2-417; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-625—2-651. - Reserved.

INTRODUCED: July 6, 2020

PASSED 1ST CONSIDERATION: July 6, 2020

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

_____

Robert M. Green, Mayor

ATTEST:

_____

Jacqueline Danielsen, MMC, City Clerk

MAYOR ROBERT M. GREEN

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

GASTROPARESIS AWARENESS MONTH

AUGUST 2020

WHEREAS, Gastroparesis is a paralysis of the stomach which causes extreme pain, nausea, vomiting, early satiety, and can lead to serious complications such as malnourishment, dehydration, extreme weight loss, overwhelming fatigue, a severe decrease in quality of life, and in some cases, even death; and

WHEREAS, Gastroparesis is a chronic illness affecting more than 5 million people in the United States, yet public awareness and medical understanding of this condition is severely lacking; and

WHEREAS, no known cure exists for Gastroparesis, and the few treatment options available can lead to even more serious complications such as sepsis; and

WHEREAS, those affected by Gastroparesis seek more research, additional treatment options and effective medications, better patient support, and hope for a future free of the constant suffering and pain; and

WHEREAS, the people of Cedar Falls can benefit from increased awareness of the devastating effects of Gastroparesis for the good of public health and to better support those inflicted with this disorder;

THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby designate August, 2020 as **Gastroparesis Awareness Month** in Cedar Falls, and I do hereby encourage residents to learn about Gastroparesis and to seek out ways to support our neighbors who suffer from this debilitating illness.

Signed this 15th day of July, 2020.

Mayor Robert M. Green

July 16, 2020

Human Rights Commission
Cedar Falls Boards and Commission
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Dear Colleen Sole,

It is with much sadness that I resign my position on the Human Rights Commission. In June, I began a new position as the Title IX Coordinator for the University of North Georgia which required my relocation to Georgia and out of the Cedar Valley.

I appreciate the opportunity I was given to serve on the commission and if I can be of any help in their future endeavors, please do not hesitate to reach out.

Many thanks,

Lisa Thomas

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

DATE: July 10, 2020

SUBJECT: Community Center and Senior Services Board – Member Reappointments

REF: (a) Code of Ordinances, City of Cedar Falls §17-332: Community Center and Senior Services Board

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Community Center Board for reappointment, as their current terms expired on June 30, 2020.

    - Ms. Maureen Burum (Reappointment) – Term ends 6/30/2023
    - Mr. Larry Petersen (Reappointment) – Term ends 6/30/2023

2. The board service of these nominees have been reviewed by Finance and Business Operations staff; both members have had good attendance and have actively been contributing to the work of the Board; they have agreed to serve for an additional term if approved by the City Council.

3. Please contact me if you have any questions about the above nominations.

xc: City Administrator
Director of Finance and Business Operations
Library Director

#

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

DATE: July 14, 2020

SUBJECT: Nomination of Ms. Angela Waseskuk for Human Rights Commission Appointment

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 nominate Ms. Angela Waseskuk for appointment to the Human Rights Commission to fill an existing vacancy with a term expiring July 1, 2022.

2. Ms. Waseskuk was considered earlier this year along with Lisa Thomas, who was appointed. Ms. Thomas is vacating the seat due to a job opportunity outside Cedar Falls. As a recent first alternate, Ms. Waseskuk is well-qualified for the appointment.

3. Ms. Waseskuk's General Application and Candidate Questionnaire are attached for your review; please let me know if you have any additional questions.

Encl: (1) Ms. Angela Waseskuk – General Application and Candidate Questionnaire

Xc: City Administrator
Director of Finance and Business Operations
City Clerk

#

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Angela A. Waseskuk Gender: F Date: August 5, 2019

First MI Last

Home Address: 903 Walnut St. Cedar Falls, Iowa Phone: 319.290.4031

Work Address: 104 Kamerick Art Building, UNI Phone: 319.273.7355

Email Address: angela.waseskuk@uni.edu Cell: 319.290.4031

Employer: University of Northern Iowa Position/Occupation: Art Instructor

If Cedar Falls resident, length of residency: 34 years with a couple of years away for graduate school

Ward: 1

NOMINEE FOR: Human Rights Commission

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

I am involved in the community through various board positions and committees, some of which I have listed under “special qualifications”. In addition, I have listed some of the other ways I have been serving Cedar Falls and Waterloo and helping to strengthen and enrich the Cedar Valley community at large.

Cedar Valley Arts Initiative Steering Committee (2017-present): This group, made up of representation from the Community Foundation of Northeast Iowa, the College of Humanities Arts and Sciences at UNI, Hearst Center for the Arts, Waterloo Center for the Arts, Experience Waterloo, Grow Cedar Valley, and others, has been working to form a centralized organization that will advocate for and support the creative sector in our area.

Cedar Valley Biennial Juried Student Art Exhibition, co-founder and committee chair (2012-present): This biennial juried exhibition invites participation from undergraduate art students from Hawkeye Community College, UNI, Upper Iowa University, and Wartburg College.

After implementing a couple of community engagement projects into my studio art curriculum I became very involved with the Youth Art Team, and in 2017, I co-led two summer camps with Youth Art Team director, Heidi Fuchtman. During this time I also assisted as a point person for the Youth Art Team street mural at the College Hill Arts Festival in Cedar Falls and the Youth Art Team Portrait Studio at the North End Arts Festival in Waterloo.

Youth Arts Summit (YAS!), co-creator and coordinator (2017): This day-long event brought together 80+ middle school students from the Children and Families Urban Movement in Des Moines, along with Hip-Hop Summer School, Waterloo Writing Project, Youth Art Team, and YWCA’s Wyze Girls in Waterloo, to explore UNI through arts and technology focused workshops.

Common Threads: Our Community Imagines Together, creator and co-coordinator (2016): This public Imagining Event was supported by the US Department of Arts and Culture and the Waterloo Public Library. It brought around 200 community members from the Cedar Valley together to discuss the strengths of our community and what we imagine for an even stronger and more just community of the future.

Engage, Empower, Act: A Cedar Valley Conference on Diversity and Inclusion (2017): I served as a rou table conversation facilitator.

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

I have experience being very active on multiple boards and committees in the Cedar Valley, some of which I have listed below. I have also served on numerous committees and initiatives through my role at UNI, and much of this work has included collaboration with Cedar Valley communities, particularly around issues of diversity and inclusion.

House of Hope Executive Board (May 2016-May 2019)

Waterloo Writing Project Executive Board (2017-present)

Community Foundation of Northeast Iowa Distribution Committee (2014-present)

Community Foundation of Northeast Iowa Capital Funds Committee (2016)

Friends of the Hearst Center for the Arts Board (2009-2012)

I have completed the 2019 Safe Zone Ally Training offered through UNI's Gender and Sexuality Services.

I currently serve as secretary for the United Faculty Executive Board at UNI (2018-present)

I co-taught *Living in a Techno-Social World*, a Capstone course at UNI that examined the impacts of social justice, creativity, and engineering on community housing, particularly on the tiny house movement (2017).

I was selected to be in the third cohort (2015) of Cultural Agents for the U.S. Department of Arts and Culture, a national (non-governmental) "grassroots action network inciting creativity to shape a culture of empathy, equity, and belonging".

List reasons why you would like to be appointed and what contributions you believe you can make.

As an Asian American, I am a member of a racial minority group in the city, and as someone who educates and works closely with undergraduate students who primarily come from across the state, I understand the importance of thoughtful vigilance when it comes to matters of human and civil rights and instilling in others the value of working towards equity in all aspects of life. The Human Rights Commission has an important role in this work, and I would be able to bring committed energy and creativity to it.

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

I do not perceive any conflicts of interest at this time.

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to boards@cedarfalls.com.

City of Cedar Falls
HUMAN RIGHTS COMMISSION
Nominee's Questionnaire

1. Please explain your knowledge of human/civil rights laws and regulations.

I do not have a formal background in law, however, I have knowledge of key, historical supreme court cases that have ruled in favor of human and civil rights in the U.S. for people of color including desegregation based on race, as well as cases that have supported rights for the LGBTQ+ community. It is important to me to also keep up with the constant evolution of human and civil rights law on a global, national, and local level as a citizen and an educator.

2. What interests you in becoming a member of the Human Rights Commission?

I am a longtime resident of Cedar Falls and the Cedar Valley community, and it is important to me that I be an active citizen in a place that I deeply care about. Cedar Falls, like any community, is not perfect, but I believe that, overall, its residents want it to be a just and inclusive place. I can contribute my experience working on a variety of community projects where I have learned about some of the diverse dynamics of our area, and continue to help facilitate more dialogue between Cedar Falls and Waterloo that can add to the inspiring work already happening. I am also ready to learn more about the work the Human Rights Commission does in and for Cedar Falls.

3. What availability and commitment will you have for attending committee and commission meetings (i.e. late afternoons, evenings, etc.)?

Generally, evenings are better with limited availability in the late afternoon. This depends on my teaching schedule that shifts each semester.

4. Please share your experience with community diversity groups, study circles and/or human rights education outreach.

I have attended events in Waterloo such as "Reaching for Respect", the series of conversations between community members and police officers, I organized Common Threads, a community event that brought people together to celebrate what works well in our community and imagine ways to strengthen it, I also have hosted two community dialogue circles that asked participants to reflect on the state of our union from a local perspective and in response to the presidential State of the Union Address. I am currently chairing a university chapter of Imagining America, a national organization committed to social change through the arts and humanities.

5. Please share any experience you may have with discrimination case review and/or investigation.

This is something that I do not directly have past experience with.

Signature

August 5, 2019
Date

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

DATE: July 8, 2020

SUBJECT: Library Board of Trustees – Member Reappointments

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

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Library Board of Trustees for reappointment, as their current terms expired on June 30, 2020.

    - Ms. Katelyn Browne (Reappointment) – Term ends 6/30/2026
    - Ms. Molly Cormaney (Reappointment) – Term ends 6/30/2026
    - Ms. Cynthia Snell (Reappointment) – Term ends 6/30/2026

2. The board service of these three nominees have been reviewed by Finance and Business Operations staff; all three members have had good attendance and have actively been contributing to the work of the Board; all have agreed to serve for an additional term if approved by the City Council.

3. Please contact me if you have any questions about the above nominations.

xc: City Administrator
Director of Finance and Business Operations
Library Director

#

COMMITTEE OF THE WHOLE

City Hall – Council Chambers
July 6, 2020

The Committee of the Whole met at City Hall via teleconference at 6:00 p.m. on July 6, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Nick Taiber. Staff members attended from all City Departments, as well as members of the community teleconferenced in. Also in attendance were Traci Mallaro, Mike Mallaro, Lorelei Redfern, and Nick Lakin all part of the Jump In Group.

The Mayor introduced the first item on the agenda Update on Potential Pool Partnership. Stephanie Houk Sheetz Director of Community Development introduced the members of the Jump In Group who will be presenting this evening. Traci Mallaro stated they have 500 members in the Jump In Group, and are advocating for a new pool in Cedar Falls. She stated in the new high school preliminary design there is a new swimming pool. She stated this will be a great time for partnership among the School District, City and the University. Ms. Mallaro stated the two current school swimming pools are 43 years old and are towards their end of life, with Peet Jr. High pool slated to close in 2-3 years. She explained the pools are consistently used with over 26,000 uses per year. Ms. Mallaro said the number one response in the most recent Recreation study was for improved aquatics facility; however that was not on the agenda for improvements for the Recreation & Fitness Center, Operations & Facility Needs Assessment. She introduced Nick Lakin. Mr. Lakin reviewed the key elements in the swimming pool design. He explained there will be two tanks; smaller pool will include a ramp to make it ADA accessible and a big pool that will be a competition tank and be an ecomonic draw for the community, because of events that will be hosted. He continued to review the design. Mr. Lakin introduced Lorelei Redfern. Ms. Redfern reviewed the cost of the project and the potential funding sources. She stated it can be a collaborative effort between the school, city and the University. She said the city currently funds approximately 45% of the operating costs for the two pools at the Jr. High Schools and it is proposed the city help fund $3 million towards the new project. Ms. Redfern stated they hope both the school and the city will coordinate Black Hawk County Gaming applications for grant funding towards this project. She explained they hope the University will plan programs at the new pool through the special needs education program curriculum.

Mayor Green opened it up for discussion. Ms. Sheetz explained city staff have attended various meeting on the swimming pool, and she stated funding priority could be discussed during council goal setting when they review of the Capital Improvement Program. Mr. Lakin stated the location in conjunction with the high school makes the most sense, since there will be shared walls and the current location of the Recreation Center would not allow the addition of a 40,000 square foot facility.

There being no further discussion Mayor Green introduced the second item on the agenda Urban Chickens and Ducks. Stephanie Houk Sheetz reviewed prior presentation materials from 2016. She explained other cities in Iowa have a variety of approaches. She reviewed the August 2018 ordinance, which ended up not being

approved. Ms. Sheetz reviewed a diagram of a sample residential lot and the boundaries for a coop and fenced in run area. She also said the chickens would be based on an annual license similar to cats and dogs. She explained land use permits wouldn't apply since for coop's less than 120 square feet (similar to sheds). She reviewed the recommended motion for a draft ordinance, which will include the following general standards:

a. Three chickens (hens) and/or ducks, to be licensed annually

b. Kept in a clean, sanitary and enclosed structure

c. 25-foot separation from neighboring residential dwellings

d. Allow in residential (R) zoning districts

e. Backyard area only

f. Termination of chickens for health reasons

Mayor Green opened it up for discussion. Through the discussion council agreed an annual license rather than a land use permit would be required. They also discussed opening it up to include all poultry and increasing the number from three. It was discussed should the number be based on the lot size and if the 25-foot separation be from the lot line rather than then residential dwellings. Simon Harding motioned to have staff draft an ordinance to allow 10 poultry to be licensed annually; kept in a clean, sanitary and enclosed structure; 25-foot separation from neighboring residential dwellings; allow in residential (R) zoning districts; backyard area only; and termination of chickens for health reasons. Nick Taiber seconded the motion. Motion passed (Aye-Miller, Taiber, Harding, Darrah, and Kruse; Nay-deBuhr and Sires)

Mayor Green moved to the final item on the agenda, bills and payrolls. Dave Sires moved to approve the bills and payroll as presented, and Simon Harding seconded the motion. The motion carried unanimously.

There being no further, Mayor Green adjourned the meeting at 7:05 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

July 17, 2020

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

Mayor Green and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference	Total Points With Preference
1	Tobias Sires	646		646
2	Dennis Somnitz	644		644
3	Jake Gilchrist-Loy	578		578
4	Mason Schares	572		572
5	Michael Wells	553		553

Respectfully Submitted,

_____
John Clopton, Commission Chairperson

Approved by roll call vote on 7-17-20 in the absence of signing at an in-person meeting due to COVID19.

_____
Sue Armbrecht, Commissioner

Absent from 7-17-20 meeting.

_____
Paul Lee, Commissioner

Approved by roll call vote on 7-17-20 in the absence of signing at an in-person meeting due to COVID-19.

Orig: Jacque Danielsen, City Clerk
Cc: Civil Service Records
Chase Schrage, Director of Public Works
Brian Heath, Public Works & Parks Manager
Brett Morris, Public Works & Parks Supervisor

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

July 17, 2020

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

Mayor Green and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference	Total Points With Preference
1	Andrew Lee	770		770
2	Jon Hilliard	710		710
3	Arron Winkey	708		708
4	Chad Smith	673		673
5	Ryan Black	623		623
6	Sam Milligan	618		618
7	Philip Harberts	610		610
8	Blake Schmit	604		604
9	James Brown	549		549
10	Dennis Gerke	489		489

Respectfully Submitted,

Approved by roll call vote on 7-17-20 in the absence of signing at an in-person meeting due to COVID19.

_____
John Clopton, Commission Chairperson

_____
Sue Armbrecht, Commissioner

Absent from 7-17-20 meeting.

Approved by roll call vote on 7-17-20 in the absence of signing at an in-person meeting due to COVID-19.

_____
Paul Lee, Commissioner

Orig: Jacque Danielsen, City Clerk
Cc: Civil Service Records
Chase Schrage, Director of Public Works
Brian Heath, Public Works & Parks Manager
Dustin Rawdon, Fleet Maintenance Supervisor

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

July 17, 2020

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

Mayor Green and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Engineering Technician II. Listed below is the top ranked candidate with the combined weighted average test score. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists.

Rank	Name	Combined Averaged Score
1	Donald McKinney	502

Respectfully Submitted,

_____
John Clopton, Commission Chairperson

Approved by roll call vote on 7-17-20 in the absence of signing at an in-person meeting due to COVID19.

_____
Sue Armbrecht, Commissioner

Absent from 7-17-20 meeting.

_____
Paul Lee, Commissioner

Approved by roll call vote on 7-17-20 in the absence of signing at an in-person meeting due to COVID-19.

Orig: Jacque Danielsen, City Clerk

Cc: Civil Service Records
Chase Schrage, Director of Public Works
David Wicke, City Engineer

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

July 17, 2020

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

Mayor Green and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference	Total Points With Preference
1	Brandon McConnell	483		483
2	Aimee Allan	446		446
3	Allyson Miller	444		444
4	Janelle Bolts	428		428
4	John Brooks	428		428
6	Adam Bolander	423		423
7	Kenny Hatfield	411		411
8	Linda Maughan	407		407
9	Tina Ahlberg	402		402
10	Staci Mueller	386		386
11	Erin Bennett	374		374
11	Jeff Schlobohm	374		374
13	Suzanne Benda	364		364
14	Sheila Ford	341		341
15	Michael DeWald	335		335
16	Mikayla Fisher	331		331

Approved by roll call vote on 7-17-20 in the absence of signing at an in-person meeting due to COVID19.

_____
John Clopton, Commission Chairperson

Absent from 7-17-20 meeting.

_____
Sue Armbrecht, Commissioner

Approved by roll call vote on 7-17-20 in the absence of signing at an in-person meeting due to COVID-19.

_____
Paul Lee, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Civil Service Records
Stephanie Sheetz, Director of Community Development
Kim Manning, Visitors & Tourism/Cultural Manager

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 20 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA The Dragons Cave

Physical Location Address 2225 College St City Cedar Falls ZIP 50613

Mailing Address 8133 Buckridge Rd. City Cedar Falls State IA ZIP 50613

Business Phone Number 319-290-3036

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☒ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Joshua Rodgers

Mailing Address 8133 Buckridge City Cedar Falls State IA ZIP 50613

Phone Number 319-290-3036 Fax Number _____ Email Smokingdragoncandles@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☒
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Joshua Rodgers Name (please print) _____

Signature Joshua Rodgers Signature _____

Date 7/13/20 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: $100.00
- Fill in the date the permit was approved by the council or ~~board~~: _____
- Fill in the permit number issued by the ~~city/county~~: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

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
Craig Berte, Acting Police Chief

Date: July 16, 2020

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) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.

b) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.

c) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.

d) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.

e) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.

f) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.

DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

DATE: July 14, 2020

SUBJECT: GASB 75 Services Contract

Starting in FY09, the City of Cedar Falls had to start reporting as part of our audit certain Other Post-Employment Benefits (OPEB) as required by GASB Statement No. 45. GASB (Governmental Accounting Standards Board) two years ago issued a new standard, GASB Statement No. 75 that expands the reporting requirements of these benefits as part of our annual audit. Under these standards, there are required actuarial calculations that determine the City's liability for these benefits. We are required to have an actuarial valuation performed biennially. We had our required biennial valuations for FY10, FY12, FY14, FY16, and FY18 done and now are at the point of needing a valuation performed for FY20.

Request for proposals were solicited prior to the FY14 valuation and at that time SilverStone was selected. SilverStone has provided high quality service for these valuations and therefore we are recommending to continue with their firm for the FY20 valuation. The fee for the FY20 valuation will be $4,800, which is only $100 above their FY18 fee.

Attached is the agreement with SilverStone. If you have questions regarding the agreement or the GASB 75 requirements, please feel free to contact me.

ACTUARIAL SERVICES AGREEMENT

BETWEEN

SILVERSTONE GROUP, LLC

A Nebraska Limited Liability company

AND

CITY OF CEDAR FALLS, IOWA

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Actuarial Services Agreement

THIS ACTUARIAL SERVICES AGREEMENT ("Agreement") is made and entered into effective as of the ____ day of _____, 2020 (the "Effective Date"), by and between SilverStone Group LLC, doing business from Omaha, Nebraska, (hereinafter referred to as "Consultant"), and City of Cedar Falls, Iowa (hereinafter referred to as the "Client").

WITNESSETH

WHEREAS, the Client maintains several employee benefit plans which are under the general management and administration of the Client.

WHEREAS, subject to the terms and conditions set forth herein, the Client deems it appropriate to engage Consultant to provide certain actuarial services for the plans, and Consultant desires to accept such engagement.

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

1. **Contract for Services**. The Client hereby contracts with Consultant for their services as actuaries to the plans, and Consultant hereby accepts such contract and agrees to provide such services in accordance with this Agreement. For the avoidance of doubt, Consultant is an independent contractor of the Client with respect to the services to be performed under this Agreement and nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties or their employees or agents.

2. **Actuarial Services.** Consultant shall render such services as actuaries to the plans as requested by the Client. Such services shall specifically include, but shall not be limited to, the services described as follows:

    a. Actuarial Valuation and Report
        i. Governmental Accounting Standards Board GASB 75
            - Analyze the data prepared by the Client to assess any inconsistencies and make recommendations for enhancing data quality
            - Measurement of the Present Value of Future Benefits (PVFB) as of the date of compliance with GASB 75
            - Measurement of the Actuarial Accrued Liability (AAL), or Total OPEB Liability, as of the date of compliance with GASB 75
            - Calculation of the Net OPEB Liability as of the date of compliance with GASB 75

- Calculation of the OPEB Expense for the fiscal year of compliance with GASB 75 which would be the basis for the reported annual cost of the plans for accounting purposes, and
- Schedule of the Deferred Inflows and Outflows of Resources that will be disclosed in the Client's financial reports for the fiscal year in compliance with GASB 75

b. Assist in preparation of the necessary material for the Comprehensive Annual Financial Report to comply with GASB reporting and disclosure requirements. Provide tools or direction in complying with the requirements after engagement is complete.

c. As appropriate and if requested, prepare an analysis on how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.

d. As appropriate and if requested, provide recommendations on managing the OPEB liability. This may include changes in benefit design or retiree contributions, including specific recommendations and options.

e. As appropriate and if requested, review and update plan documents and design. Make recommendations as to formalizing informal plans and procedures.

f. General Actuarial Consulting Services

Relating to: (i) administration of the plans; (ii) general trends in actuarial practices; and (iii) changes in federal legislation and regulations, all upon request by the Client.

g. Attendance at Meeting

If requested, the actuary may attend a meeting to review and discuss results of the annual actuarial valuation. We will distribute and discuss a management summary of the valuation at the annual meeting.

h. Additional Valuation Results

At the request of the Client, Consultant will extend the actuarial valuation analysis to determine the effect on annual costs and the funded status of the plans as a result of:

- a change in actuarial assumptions or actuarial methods
- a change in eligibility requirements of existing benefit provisions
- changes in benefit provisions

i. Report to Auditors/Assisting Auditors

At the request of the Client, Consultant will respond to the auditor's request for information regarding the annual actuarial valuation and financial disclosures that may be needed to provide the audit confirmation.

3. **Other Consulting Services.** Consultant will provide, at the Client's request, additional consulting services to the plans. These services may include, but are not limited to, (i) additional meetings; (ii) plan design analysis; (iii) merger/acquisitions and impact on the existing plans or the plans of acquired entities; (iv) plan document or plan summary reviews; (v) any other actuarial or administrative consulting services deemed necessary or appropriate by the plans of the Client; (vi) suggestions/recommendations by Consultant.

4. **Actuarial Fees.** As consideration for any of the services set forth in Paragraphs 2 and 3 above, the Client agrees to pay Consultant fees based on any direct expenses, any related travel expenses and hourly time charges based on the time recorded to complete the services and the hourly billing rates for the designated personnel as follows:

Principal Actuary	$270
OPEB Actuarial Analyst	$180
Group Medical Consultant	$300

However, for the 2020 fiscal year valuation, Consultant will guarantee the maximum fees to complete the services set forth in Paragraph 2a and 2b will be no more than $4,800. The maximum fees will be no more than $1,200 for services set forth in Paragraph 2g.

Hourly rates for years following 2020 may be increased to reflect trends in hourly rates, but any increase will not exceed 5% for each year following 2020.

5. **Invoices**. Consultant shall provide the Client with quarterly invoices not later than the twenty-fifth (25th) day of the month following each calendar quarter. These invoices shall set forth the amount of fees above for the preceding calendar quarter.

Payment for services must be made within 30 days of receipt of invoice. Payments made subsequent to such period, shall be subject to a late charge and interest at a rate of 5%.

6. **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2022, unless terminated before that time by the Client. The continuation of the agreement shall be contingent upon the periodic review by the Client of the services being provided by Consultant. This Agreement may be renewed for additional annual periods by mutual written agreement by both parties.

7. **Termination.** The Client may terminate this Agreement at any time, with or without cause, by providing delivery of at least 60 days' advance written notice to Consultant. In the event that the Client exercises its right to terminate the Agreement as provided in this Paragraph 7, Consultant shall be entitled to payment pursuant to Paragraph 5 hereof for services actually rendered to the Client prior to the date of termination.

   Consultant may terminate this agreement at any time, with or without cause, by providing delivery of at least 60 days written advance notice to the Client.

8. **Indemnification of the Plans.** Consultant shall defend, indemnify and hold the Client harmless from and against any and all third-party claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorneys' fees and court costs, suffered or incurred by the Client arising from or as a result of (a) the personal injury, including bodily injury or death, and property damages, arising out of or is in any way connected or associated with the errors, omissions or negligent acts of Consultant in the course of performing the services contemplated by this Agreement and (b) the gross negligence, fraud or willful misconduct by Consultant or, in any case (i.e., with respect to the foregoing sub-clauses (a) and (b)) any representative, agent or employee of Consultant.

   The Client shall defend, indemnity and hold Consultant harmless from and against any and all third-party claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorney's fees and court costs, suffered or incurred by Consultant arising from or as a result of the gross negligence, fraud or willful misconduct by the Client or any representative, agent or employee of the Client.

9. **Insurance.** From and after the Effective Date and continuing throughout the term of this Agreement, Consultant shall, at its sole cost and expense, carry and maintain in full force and effect a professional liability/errors and omissions insurance policy with a policy limit of not less than Fifteen Million Dollars ($15,000,000), issued by an insurance company. Consultant shall provide the Client with a certificate evidencing such coverage. Consultant shall provide the Client with not less than sixty (60) days prior written notice of any proposed change in the type, coverage or amount of insurance required hereunder.

10. **Access to and Ownership of Files and Information.** Consultant hereby acknowledges and agrees that the Client and the Client's authorized representatives, agents and employees shall have access to and the right to examine, inspect, audit, transcribe and copy during Consultant's normal business hours, any and all accounts, books, documents, records and papers relating to the services provided pursuant to this Agreement. All such examinations shall be at the Client's expense and shall be conducted in a manner which preserves the confidentiality of Consultant's records and business operations.

All intellectual property rights (such as copyrights and trade secrets) relating to materials and information developed by or relating to the plans and disclosed or supplied to Consultant under this Agreement (the "Plans Information") will belong exclusively to the Client. All intellectual property rights (such as copyrights and trade secrets) relating to Consultant's work product (including all materials and information developed by Consultant in the course of performing services under this Agreement, but excluding Plans Information) ("Consultant's Work") will belong exclusively to Consultant. If personnel of Consultant incorporate into Consultant's Work any information relating to the plans to which Consultant's confidentiality obligations under this Agreement apply, the information so incorporated into Consultant's work will be and remain subject to such confidentiality obligations. Consultant hereby grants to the Client the perpetual and unrestricted right to use, reproduce and incorporate into other work all Consultant's work delivered to the Client under this Agreement for any internal business purpose of the Client.

11. **Confidential Treatment of Plan Files and Information.** Consultant acknowledges and agrees that, in the course of rendering their actuarial services and otherwise performing their duties and obligations hereunder, they shall be provided and entrusted with the safekeeping of certain documents and information relating to the Client and its property and accounts (hereafter referred to as "Plans Files"). All such Plans Files shall at all times during the term of this Agreement and thereafter, be treated by Consultant as strictly confidential and sensitive proprietary business information. Consultant shall maintain commercially reasonable policies and procedures to ensure the confidentiality and safekeeping of such Plans Files and shall not, except in accordance with the express terms of this Agreement or with the prior written consent of the Client, disclose or permit the disclosure of any Plans Files to any person or entity whatsoever other than Consultant's employees, officers and agents directly assigned to provide actuarial services to the plans hereunder, each of which shall be provided with such Plans Files solely on a "need-to know" basis and shall be bound by the confidentiality provisions of this Paragraph 11. The parties hereto acknowledge and agree that the confidentiality provisions set forth in this Paragraph 11 shall not apply to: (i) information which is already known to Consultant prior to disclosure by the Client; (ii) information which is in the public domain or is otherwise generally available to the public; (iii) information which is available to Consultant from third parties, which third parties and information are not subject to non-disclosure obligations to the Client; or (iv) information which is independently developed by Consultant. Furthermore, in the event any court or regulatory order or other service of legal process requires Consultant to disclose information subject to the confidentiality provisions of this Paragraph 11, Consultant, after providing written notice to the Client as soon as reasonably possible after receipt of any such order or service of process, shall be permitted to make any disclosure required by law. Consultant further agrees to cooperate with the Client in responding to any such orders. Consultant acknowledges and agrees that any breach, attempted

breach or repudiation of the confidentiality requirements set forth in this Paragraph 11 would produce irreparable harm and injury to the Client and therefore agree that specific performance and/or injunctive relief, in addition to any other remedies available to the Client at law or in equity, shall be remedies available to prevent the breach, attempted breach or repudiation of this Paragraph 11. At any time upon the request of the Client, Company (a) shall promptly return the Plan Files to the Client without retaining any copies or other reproductions or extracts thereof; (b) shall destroy all memoranda, notes, reports and documents, and all copies and other reproductions and extracts thereof, prepared by Company, and (c) shall provide a certificate to the Client certifying to such return and/or destruction. Notwithstanding the foregoing, (1) nothing herein shall require Company to alter, modify, delete or destroy back-up, archival or electronic tapes made in the ordinary course of business and (2) Company shall be permitted to retain one copy of the Plan Files for the purpose of establishing compliance with any applicable laws or regulations or internal document retention procedures and for defending or maintaining any litigation relating to this Agreement, in each case provided that such Plan Files shall remain subject to the confidentiality and non-use obligations set forth herein in accordance with the terms hereof.

12. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement, shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

13. **Governing Law.** The statutes, regulations, and judicial interpretations of the laws of the State of Iowa shall determine all questions arising with respect to the provisions of this Agreement, except to the extent federal statutes supercede the laws of the State of Iowa. Venue for any disputes is agreed to be in the Iowa District Court for Black Hawk County.

14. **Actuarial Personnel.** Consultant shall at all times throughout the term of this Agreement maintain a team of qualified professionals comprised of designated full-time employees/ principals of Consultant who are permanently assigned to monitor, oversee and provide on a daily basis all of the actuarial services to be provided to the plans hereunder, and to receive and address all concerns communicated by the Client. The Client, in its sole discretion, shall have the right to demand the replacement of any individuals assigned to provide actuarial services to the Client hereunder, in which case Consultant shall immediately replace such person(s) with qualified replacements acceptable to the Client in its sole discretion. Consultant shall provide the Client with

not less than thirty (30) days advance written notice of any personnel changes or changes in Consultant's management or organizational structure which may have an impact on Consultant's performance hereunder. Consultant shall use its good faith best efforts to minimize any disruption or interference with the actuarial services provided to the Client as a result of any such management, organizational or personnel changes.

15. **Dispute Resolution.** Any controversy, dispute or questions arising out of, in connection with or in relation to this agreement, between the Client and Consultant, its affiliated companies, shareholders, associates, or Board members or its interpretation, performance or nonperformance or any breach thereof shall be resolved through mediation before a mediator mutually agreed upon by the parties.

IN WITNESS WHEREOF, the Client and Consultant have duly executed this **ACTUARIAL SERVICES AGREEMENT** effective as of the day and year first above written.

CLIENT:	CONSULTANT:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Addresses

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2783

SilverStone Group, LLC
11516 Miracle Hills Drive, Suite 100
Omaha, NE 68154

DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
220 CLAY STREET
PH: 319-273-8606
FAX: 319-273-8610

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

To: Honorable Mayor Robert M. Green and City Council Members
From: Christopher F. Schoentag, Aquatic Supervisor
Date: July 15, 2020
Subject: 2020 Waterslide Maintenance and Restoration for the City of Cedar Falls

In reference to and accordance with CIP#73, which had estimated up to $300,000 for the project, quotes were requested for the project and were received June 17, 2020 for the maintenance and restoration of the three waterslides and SCS structure at the Falls Aquatic Center. Administrative Policy 11.02.7 outlines that staff must ensure a fair and reasonable price for the project and after that submit a contract for Council approval.

Request for Quotes were sent out to nine (9) contractors. Fischer Bros. LLC was the only company to conduct a thorough on-site walk through on June 9, 2020 and the only company to submit a quote on June 17, 2020. Staff contacted several companies to inquire why quotes were not submitted and responses varied with either the project being a larger scope than their expertise or the company cannot provide the required surety bond. Fischer Bros. has great experience in repairing and reconditioning the features that we are requesting and come highly recommended. Their quote came in at $156,770.00 and they recommended replacing the supply line flange bolts. The existing hardware is not galvanized or stainless steel and is beginning to corrode. Additional work includes replacing the bolts on 25 flanges, as well as 2 – 8" valves at an additional cost of $5,270. The total cost of the project is $162,040.00 which is well under the estimated amount in the CIP. I feel that their price is fair and recommend retaining their services.

Attached is the following documentation:

1. Exhibit A – Bid Tab
2. Exhibit B – Request for Quote
3. Exhibit C – Signature Page
4. Exhibit D – Quote Submitted
5. Agreement For Services

It has been reviewed by the City Attorney. At this time, I recommend approving a contract with Fischer Bros. LLC for the maintenance and restoration of the three waterslides and SCS structure at the Falls Aquatic Center.

Please let me know if you have any questions.

c Bruce Verink , Recreation and Fitness Center Manager
Stephanie Houk Sheetz, Director of Community Development

FALLS AQUATIC CENTER SLIDE/SCS RESTORATION/REPAIR

BID TAB

Exhibit A

	Business/Company	Listed References	Read RFP	Visited FAC when	Proof of Insurance (2 mil)	Grand Total	Estimated Project Timeline
1	Fischer Bros, LLC 4750 W. Park Avenue Chippewa Falls, WI 54729 608-769-5790	Yes 5 Listed	Yes	Yes June 9, 2020 10:00 am	Yes $2,000,000 / $1,000,000 Will obtain governmental immunities endorsement	$156,770.00 + $5,270.00 for repairs to waterlines leading to the slides. Total Project Cost $162,040.00	If able to start no later than September 7, 2020. Estimate completion of slides October 15. Estimated completion of SCS, early spring 2021.
2							
3							
4							

DEPARTMENT OF COMMUNITY DEVELOPMENT

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6510 HUDSON ROAD
PH: 319-268-4266
FAX: 319-277-9707

REQUEST FOR QUOTE (RFQ)
2020 WATERSLIDE MAINTENANCE AND RESTORATION for the CITY OF CEDAR FALLS, IOWA

Exhibit B

July 15, 2020

The City of Cedar Falls (hereinafter referred to as the "City") invites quotes for maintenance and repair of three (3) waterslides and one (1) SCS Playunit at the Falls Aquatic Center, 3025 S. Main Street in Cedar Falls, Iowa. These slides are the original slides when the facility opened in 2006. This includes slide surface and wrapped edges as well as exterior restoration, the cost of replacing decking and treads on both towers, and the cost of complete restoration of SCS Playunit. Please carefully review this document. If you are interested in submitting a quote consistent with the conditions, instructions, requirements and specifications as contained herein, submit one (1) original and two (2) copies of the Response Form together with a comprehensive quote in a sealed envelope no later than 2:00 p.m. (Central time) on Wednesday, June 17, 2020. A pre quote meeting will be held at the Falls Aquatic Center, 3025 S. Main Street, 10:00 am on Tuesday, June 9, 2020 for questions, orientation, and measurements. If this date and time does not work for you we will entertain visits by appointment only prior to submittals. Contact Chris Schoentag at chris.schoentag@cedarfalls.com to make arrangements.

Quotes may be mailed or sent by delivery service to Cedar Falls City Hall. The outside of the envelope should be clearly marked with the Proposer's name and address and identified as "Submission of Quote – Waterslide Maintenance and Restoration Falls Aquatic Center". The sealed envelope should be in a second envelope and addressed as follows:

Chris Schoentag - Aquatic Supervisor
Cedar Falls City Hall
220 Clay Street
Cedar Falls, IA 50613

If in-person delivery is desired, then an appointment must be scheduled by email (chris.schoentag@cedarfalls.com) prior to 2:00 pm (CDT) on Wednesday, June 17, 2020.

All quotes must be valid for 60 days.

It is the sole responsibility of the proposer to see that its response and appropriate documents are delivered on time. Any response received after the scheduled closing time for receiving quotes will be returned to the proposer unopened and will not be considered.

Because the services sought will require the expenditure of public funds, part or all of the successful quote, as well as a resulting contract, will be public record. Prior to acceptance of a quote, the information contained in each quote will be used for evaluating the proposer's ability to handle the scope of services and will not be shared with persons not involved in the evaluation of quotes unless otherwise required by law.

Chris Schoentag
Aquatic Supervisor

1. **ABOUT THIS DOUCMENT**

This document is a Request for Quotes for the restoration and repair of three (3) Splashtacular waterslides, replacement of stair tread and decking on both slide towers, and the complete restoration of SCS Play Unit. This is not a bid/quotation meeting firm specifications for the lowest price, and as such, the lowest price proposed will not guarantee an award recommendation. Competitive Sealed Quotes will be evaluated based upon criteria formulated around the most important features of service, of which quality, references, availability or capability, may be overriding factors If your proposal includes any alternate materials that are not listed in this RFQ, please list them in this quote under Exhibit C along with an explanation of why you are proposing it and a copy of the manufacturer's product/specifications sheets.

Quotes will be evaluated to measure how well they meet the City's objectives and needs. Criteria that will be considered in evaluating quotes are set forth in this RFQ. The City will thoroughly review all quotes received and may conduct an interview process for top quotes and to further discuss services and pricing. A proposer's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The City reserves the right to select and recommend for award the quote which best meets its required objectives and needs, in the sole discretion of the City.

Questions regarding this document must be submitted to Chris Schoentag, Aquatic Supervisor, at Chris.Schoentag@cedarfalls.com.

1. SCOPE of SERVICES

The City is interested in quotes that will provide quality services at competitive rates. The quotes will be evaluated on experience, quality, price, and turnaround time.

GENERAL INFORMATION

This project will begin after the closing of the 2020 season on or around Monday, August 24, 2020, with the pools drained no later than September 7, 2020. The requested services are for the maintenance and restoration of 3 waterslides to meet the specifications outlined herein. In order to permit manufacturers to follow their standard manufacturing processes, minor deviations from the provisions of these specifications will be considered. All deviations however insignificant must be fully explained on response sheets and shall become part of the quote. The City reserves the absolute right in its obligation to the public to accept the quote that best serves the public interest, with deviations known at time of bidding.

The quote should contain detailed information containing the contractor's proposed schedule and order of work, as well as pricing, all in a manner that meets or exceeds the following minimum requirements and specifications.

Scope of Work:

1. Contractor shall supply all equipment, materials, and labor to complete maintenance and restoration work (including cleanup) on the following three (3) slides:
   a. 99 foot Enclosed Dropslide, 32” diameter, manufactured by Splashtacular in 2006.
   b. 196 foot Enclosed Raft slide, 54” diameter, manufactured by Splashtacular in 2006.
   c. 176 foot Open Raft slide, 96” width, manufactured by Splashtacular in 2006.

2. Interior Maintenance
   a. Any chips, visible fractures, or deep scratches in slide interior shall be repaired using waterproof fillers, Vinyl ester resin, and color match gelcoat. Finish of repaired areas to be flush with surrounding surface, and gelcoat color shall only deviate slightly as a result of original surrounding gelcoat having faded. Quality of areas to be repaired shall be determined during pre-quote site inspection and noted in Exhibit C, per slide. (Written follow-up after the pre-quote meeting is advised.)
   b. Align seams to improve ride quality. This may be achieved either by removing flange bolts and pinning the seam to appropriate alignment, or by grinding/sanding the interior surface and going through fiberglass and gelcoat repair steps.
   c. Remove all existing seam sealant, and prepare each side of fiberglass seam for new sealant. Apply new sealant to all slide seams and tool sealant to a flush and clean finish. Sealant to be Sikaflex 291 or equivalent (note any product discrepancies in Exhibit C).
   d. Wetsand interior surface to remove mineral buildup and blend repairs.
   e. Apply Polymer Gelcoat Sealant to entire interior surface of slides using high speed buffer with appropriate applicator pads. McGuires Polymer Gelcoat Sealant or equivalent to be used (note any product discrepancies in Exhibit C).
3. Exterior Restoration
   a. Check flange and slide bracket bolts for appropriate torque and tighten where needed.
   b. Aggressively pressure wash entire exterior surface of slides using minimum 3,000 psi with Rotary Turbo Nozzle.
   c. Mask any brackets, support arms, concrete, or other adjacent accessories to provide for crisp, clean finish lines and overall clean work.
   d. Roller apply Epoxy basecoat, following manufacturers guidelines.
   e. Roller apply Aliphratic Urethane Topcoat, following manufacturers guidelines.
   f. Basecoate to be TNEMEC Series 69 or Series 140; Topcoat to be TNEMEC Series 73 or 1074. Note any proposed product discrepancies in Exhibit C, and attach Product Data Sheets for proposed alternates.)Color(s) to be chosen by owner.

4. Replacement of stair tread and decking on both slide towers
   a. Remove and discard all original decking and stair treads on both slide towers.
   b. Provide and install new 1.5” thick decking using stainless steel fasteners.
   c. Replace pan bolts (3/8” x 1 ¼” button head SS bolts w/ Nyloc nuts) attaching structural stair pans to stringers.
   d. Prepare surface of interior stair stringers and repaint prior to reinstallation of stair pans. Paint to be used is TNEMEC Series 90-97 basecoat, and color matched TNEMEC Series 73 topcoat.
   e. Decking to be Evolve HDPE (High Density Polyethylene) Dimensional Lumber with knurled surface to meet ADA Antislip Requirements or equivalent (note any product discrepancies in Exhibit C, and attach Product Data Sheets for proposed alternates.)
5. Complete Restoration of SCS Play Unit
   a. Entire Aquatic Play structure to be disassembled for offsite restoration. Protect openings in piping to prevent freezing if structure is offsite over the winter.
   b. All galvanized and stainless steel components to be mediablasted to remove all existing coatings.
   c. Fiberglass and plastic components to be sanded and repaired to remove all existing coatings and prepare surfaces for restoration.
   d. All Galvanized steel, Stainless Steel, and plastic components to be recoated by spray application in a controlled climate booth environment.
   e. Fiberglass decks and steps to be recoated using spray or roller application, with aluminum oxide or silica encapsulated between the two layers of coatings for nonskid texture.
   f. Tipping bucket to be mediablasted, hot dip galvanized, and then recoated. Bearing and bearing pillow blocks to be replaced with OEM components.
   g. 5 valves and interactive turnhandles to be replaced with OEM components.
   h. 2 Water Cannons to be rebuilt and recoated, and water feed hoses replaced.
   i. 4 Whiplines to be replaced.
   j. All Stainless Steel hardware 5/8” diameter or larger to be cleaned and passivated prior to reassembly. All hardware smaller than 5/8” diameter to be replaced.
   k. Reassemble Aquatic Play Structure; hook up piping, and ensure proper adjustment of various valves for flow to each feature.

Products:

   a. Galvanized Steel Components – Basecoat to be TNEMEC Series 90-97; Primer to be PPG Amercoat 370; Topcoat to be PPG CPU AUE 370
   b. Stainless Steel and Plastic Components – Base coat to be PPG Amercoat 370; Topcoat to be PPG CPC AUE 370

c. Fiberglass decks and steps – Basecoat to be TNEMEC Series 69 or 140, followed by aluminum oxide or silica nonskid, followed by TNEMEC Series 73.
d. Hardware – 304 or 316 stainless steel
e. Fittings – brass, PVC or stainless steel

2. MANDATORY REQUIREMENTS

This section is provided to assist participating proposers in forming a thorough response for services outlined in this document. Quotes submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful quote shall:

1. Submit Exhibit A: Signature Page
2. The submission of your bid will be considered confirmation that you have reviewed Exhibit B: Insurance Requirements for Contractors for the City of Cedar Falls, and that the required insurance can be met not in any other form but as to what is provided in Exhibit B. For those awarded the contract, insurance requirements must be approved by City Staff prior to being placed on the City Council Agenda for approval.
3. Identify at least five (5) references including the organization/business address, contact person, phone number, date of services.
4. Any additional information believed necessary to assist the City in evaluating your quote may also be submitted.

4. TENTATIVE TIME LINE

The following dates are provided to assist interested firms in planning participation in the project described herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Pre RFQ Meeting at Falls Aquatic Center.....10:00 am, June 9, 2020
Request for Quotes Due .....2:00 pm, June 17, 2020
Quote Selection Completed .....June 22, 2020
Awarded contract to City Council.....July 6, 2020
Pool available to begin work .....September 2 – 7, 2020
Project Completion Date....Fall 2020 preferable, no later than May 1, 2021

5. SELECTION CRITERIA

The selection process will be based on responses to this RFQ, verification of references and any interviews required verifying the ability of proposer to provide services in response to this document.

Representatives of the City will evaluate each quote based on the following criteria:

a. Demonstrating clearly and completely, your firm's ability to meet all RFQ conditions, Minimum Specifications, and miscellaneous instructions as outlined herein;

b. Demonstrating the skill and experience necessary to meet the City's needs;
c. Meeting mandatory requirements outlined herein;
d. Proposing services described herein with the most advantageous and prudent methodology and cost to City.
e. Providing references reflecting projects having a scope of services similar to those requested by the City within the last seven years (include location, contact person, telephone number, length of contract, and any other pertinent information related to this type of project); and
f. Provide proof of insurance in compliance with Exhibit B to be reviewed and approved by City Staff for approval.

SIGNATURE PAGE:

RECREATION AND FITNESS CENTER WATERSLIDE MAINTENANCE and RESTORATION PROJECT

Failure to complete, sign and return this signature page with your quote may be cause for rejection.

Contact Information	**Response**
Company Name	
Name and Title of Primary Contact	
Company Address	
Phone Number	
Email Address	
Company Website if applicable	

By signing below I certify that:
I am authorized to provide a quote on my company's behalf.
I am not currently an employee of the City of Cedar Falls, Iowa

_____ _____
Signature of Person Authorized to bid on Team's Behalf Date

Note: If you cannot certify the above statements, please explain in the space provided below.

WATERSLIDE MAINTENANCE and RESTORATION FALLS AQUATIC CENTER
Cedar Falls, Iowa
City Project Number _____

03-27-2019

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

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

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

    a. Commercial General Liability policy is primary and non-contributing
    b. Commercial General Liability additional insured endorsement – See Exhibit 1
    c. Governmental Immunities Endorsement – See Exhibit 1

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

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

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

- Governmental Immunity endorsement identical or equivalent to form attached.

- Additional Insured Requirement – See Exhibit 1.
  The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

8. 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.

9. 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.

10. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the

Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

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

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

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

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, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise,

for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- ❑ Certificate of Liability Insurance (2 pages)
- ❑ Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- ❑ Additional Insured CG 20 10 07 04
- ❑ Additional Insured CG 20 37 07 04
- ❑ Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability

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

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

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

Standard Workers Compensation

Statutory for Coverage A

Employers Liability:

Each Accident	$ 500,000
Each Employee – Disease	$ 500,000
Policy Limit – Disease	$ 500,000

Umbrella: $3,000,000

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

Errors & Omissions: $1,000,000

CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT

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

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

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when *including* the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

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.

ACORD®

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	CONTACT NAME:
Your Insurance Agency 123 Main Street Anytown, IA 00000	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $	X		Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	X	Policy Number	01/01/2015	01/01/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
	Errors & Omissions			Policy Number	01/01/2015	01/01/2016	Each Occurence	$1,000,000

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

Falls, Iowa, including all its elect als, all its empl); b

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	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

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CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

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.

© ISO Properties, Inc., 2004

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.

© ISO Properties, Inc., 2004

FALLS AQUATIC CENTER WATERSLIDE MAINTENANCE AND RESTORATION

Submitted to Chris Schoentag at Cedar Falls City Hall, 220 Clay Street, Cedar Falls, IA by 2:00 p.m. on June 17, 2020. The city is tax-exempt, so please DO NOT include sales tax in your quote.

Business Information:

Business:_____
Address: _____
Phone Number:_____
Contact Person:_____

Please list five (5) references for which you have painted swimming pools for in the last 7 years:

Business/Location Contact Person Phone #

_____
_____
_____
_____
_____

I have read the RFQ and understand the scope of the work to be done and the products to be used. Initial _____

I took the opportunity to look at the three waterslides on June 9, 2020 @ 10:00 a.m.

☐ Yes ☐ No

Chips, visible fractures, or deep scratches in slide interior noted in pre-quote visit:
99' Enclosed Drop Slide

_____
_____
_____
_____
_____

196' Enclosed Raft Slide

_____
_____
_____
_____
_____

176' Open Raft Slide

_____
_____

_____
_____
_____

If your quote is using a brand of materials other than specified, attached the manufacturers Specifications for Product being used regarding application and surface preparation for what brand of materials?

Replacement for Sikaflex 291(Seam Sealant) _____
Replacement for 3M Super Duty 05955 (Buffing Compound) _____
Replacement for McGuires Polymer Gelcoat Sealant _____
Replacement for TENEMEC Series in exterior restoration process _____
_____
Replacement for TENEMEC Series in the replacement of stair treads _____
_____
Replacement for Evolve HDPE (decking material) _____
_____
Replacement for materials used to refinish SCS Structure _____
_____

I have attached:

Proof of Insurance as required by the City Yes___ No___
Form or Contract will NOT be required to be submitted at the time of this submittal

Project Total $_____

Estimated date for work to be completed with pools being ready for you to start no later than September 7, 2020. _____ or _____ working days.

Jennings Drive Trail
3025 South Main Street

Exhibit C

Exhibit A

SIGNATURE PAGE:

RECREATION AND FITNESS CENTER WATERSLIDE MAINTENANCE and RESTORATION PROJECT

Failure to complete, sign and return this signature page with your quote may be cause for rejection.

Contact Information	Response
Company Name	Fischer Bros LLC
Name and Title of Primary Contact	Andrew J. Fischer, CEO
Company Address	9750 W. Park Ave Chippewa Falls WI 54729
Phone Number	608-769-5790
Email Address	andrew@waterslideresoration.com
Company Website if applicable	waterslideresoration.com

By signing below I certify that:
I am authorized to provide a quote on my company's behalf.
I am not currently an employee of the City of Cedar Falls, Iowa

Signature of Person Authorized to bid on Team's Behalf — Date: 6-15-2020

Note: If you cannot certify the above statements, please explain in the space provided below.

Exhibit D

Exhibit C
FALLS AQUATIC CENTER WATERSLIDE MAINTENANCE AND RESTORATION

Submitted to Chris Schoentag at Cedar Falls City Hall, 220 Clay Street, Cedar Falls, IA by 2:00 p.m. on June 17, 2020. The city is tax-exempt, so please DO NOT include sales tax in your quote.

Business Information:

Business: Fischer Bros LLC
Address: 4750 W Park Ave Chippewa Falls WI 54729
Phone Number: 608-769-5790
Contact Person: Andrew J. Fischer

Please list five (5) references for which you have ~~painted swimming pools~~ restored waterslides and Play Structures for in the last 7 years:

Business Location	Contact Person	Phone #
Iowa Falls, IA	Chris Kuhnle	641-373-4719
Ankeny, IA	Ryan Harkema	515-963-3571
Charles City, IA	Tyler Mitchell	641-330-3390
Oakes, ND	Kevin Haring	701-710-8059
Grundy Center, IA	Dan Bangasser	319-825-5207

I have read the RFQ and understand the scope of the work to be done and the products to be used. Initial AJF

I took the opportunity to look at the three waterslides on June 9, 2020 @ 10:00 a.m.
☒ Yes ☐ No

Chips, visible fractures, or deep scratches in slide interior noted in pre-quote visit:

99' Enclosed Drop Slide
3 chips, 8 scratches, 3 small spider cracks

196' Enclosed Raft Slide
25 chips, 8 large deep scratches, 3 spider cracks
Black slide interior shows hundreds of superficial shallow scratches which do not need repair, but will mostly dissapear after wetsanding + buffing.

176' Open Raft Slide
3 spider cracks, 12 chips, 2 deep scratches, 3 previous repairs in highwalls poorly done need attention.

If your quote is using a brand of materials other than specified, attached the manufacturers Specifications for Product being used regarding application and surface preparation for what brand of materials?

Replacement for Sikaflex 291(Seam Sealant)
Replacement for 3M Super Duty 05955 (Buffing Compound)
Replacement for McGuires Polymer Gelcoat Sealant
Replacement for TENEMEC Series in exterior restoration process

Replacement for TENEMEC Series in the replacement of stair treads

Replacement for Evolve HDPE (decking material)

Replacement for materials used to refinish SCS Structure

I have attached:
Proof of Insurance as required by the City Yes X No
Bond or Contract will NOT be required to be submitted at the time of this submittal

Project Total $156,779

Estimated date for work to be completed with pools being ready for you to start no later than September 7, 2020. October 15 or working days.

Our plan would be to complete the onsite work in September and/or early October. The APH we would remove around that time and haul back to our shop for restoration during the winter months. We would reinstall in early Spring.

Replacement of bolts in slide supply piping flanges using stainless steel hardware, should be completed during the slide restoration since we will have a manlift near the slide tower on the island.

Our Owners are Our Business

The cost for this work is an additional $5,270 pg. 22
(25 flanges, 228 3/4" diameter bolts. 2- 8" valves)

AGREEMENT FOR RESTORATION SERVICES

THIS AGREEMENT is entered into effective this ___ day of _____, 2020, between the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613 (the City) and Fischer Bros. LLC, 4750 W. Park Avenue, Chippewa Falls, Wisconsin, 54728 ("Contractor").

IN CONSIDERATION OF THE COVENANTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. Services to be performed by Contractor. Contractor shall perform the services (hereinafter the "Services") described in the City's Request for Quote for the waterslide and aquatic play unit restoration consisting of twenty-five (25) pages, a copy of which is attached hereto, marked Exhibit B, and made a part hereof,

2. Contractor's Proposal. The City hereby accepts Contractor's Quote, consisting of two (2) pages, a copy of which is attached hereto, marked Exhibit D, and made part hereof.

3. Contractor shall provide all equipment, materials, and labor to accomplish the Services described in Exhibit B.

4. Compensation and Terms of Payment. Contractor shall be paid the sum of $162,040.00 for the total completion of the project. Contractor shall bill the City for services after completion of all work and Services to be performed under this Agreement, and upon approval of the work by the City. The City agrees to pay Contractor the full amount of such invoice within thirty (30) days after receipt thereof.

5. Insurance Requirements.

   a. The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," a copy of which is attached hereto, included in Exhibit B, and are hereby made a part of this Agreement as if set out word for word herein.

   b. Contractor shall obtain and maintain an insurance policy or policies that meet the provisions set out in Exhibit B.

c. Prior to the commencement of work under this Agreement, Contractor shall furnish to City a certificate or certificates of Insurance containing all coverages, endorsements, and other provisions required by the insurance requirements set forth in Exhibit B, except that provisions of paragraph 12, Performance and Payment Bond, shall not apply. 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.

6. Contractor's Warranty. Contractor hereby warrants that the work described in Exhibit B shall be warranted against failures for a period of one (1) year following the date of completion of the Services described in this Agreement.

7. Independent Contractor. Contractor shall be an independent contractor with respect to the Services to be performed under this Agreement. Neither Contractor nor any sub-contractors, nor the employees of either, shall be deemed to be employees or agents of the City.

8. Standard of Work. Contractor shall perform the Services required under this Agreement in accordance with generally accepted standards in existence within the industry at the time of performance of Services.

9. Termination. This Agreement may be terminated by either party upon written notice to the other party, provided, however, that in the event of substantial failure by a party to perform in accordance with this Agreement notice shall be given to the non-performing party identifying such non-performance. Such notice shall be given at least twenty (20) calendar days prior to the date of the termination. The non-performing party shall cure the non-performance or submit a plan for a cure acceptable to the other party within such notice period, in which case the Agreement shall not be terminated.

10. Delay in Performance. Except for City's payment obligation, neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purpose of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, earthquakes, floods, fire, riots, or other civil disturbances, strikes or other labor disturbances, or other similar circumstances. Should such circumstances occur, the non-performing party shall give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. City and Contractor agree to negotiate in good

faith in an effort to agree upon an amendment to this Agreement which includes an equitable adjustment in the time schedule in the event such circumstances occur.

11. Date of Completion of Services. Contractor agrees that the services shall be performed consistent with the terms of the City's Request for Quote attached as Exhibit B, and the Scope of Work attached hereto as Exhibit B, shall be completed no later than May 1, 2021.

12. 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 Contractor and the City agree to submit the dispute to a non-binding mediation, with the costs of the mediator being shared 50% by City and 50% by Contractor. The requirement to seek mediation shall be a condition required before filing an action at law.

13. Miscellaneous.

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

    b. This Agreement, together with the Exhibits referenced in the Agreement, constitute the entire agreement between the parties hereto, and supersede any oral or written proposals other than those contained in the Exhibits. In the event of any conflict between this Agreement and the Exhibits, the terms and provisions of the Exhibits shall control.

    c. Contractor shall not sub-contract any portion of the Services to a sub-contractor unless approved in writing in advance by the City. In no case shall City's approval of any sub-contract relieve Contractor of its obligations under this Agreement. Any sub-contractor must comply with the requirements of Paragraph 5, Insurance Requirements for Contractors for the City of Cedar Falls.

    d. Nothing contained in this Agreement or its Exhibits limits the rights and remedies of the parties, including remedies related to damages that are available to either party under law.

e. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail to the other party at the respective addresses set forth in the introductory paragraph of this Agreement.

f. Contractor shall not assign this Agreement or any rights or duties under this Agreement without prior consent of the City.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement effective the date stated above.

Fischer Bros., LLC.

By: _____

Name: Andrew J. Fischer

Title: CEO

CONTRACTOR

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

_____
Jacqueline Danielsen, MMC, City Clerk

CITY

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Mayor Green & City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: July 14, 2020

SUBJECT: Housing Rehabilitation Manual Revisions

In April 2020, the CARES Act was passed in response to COVID-19. Part of the Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to coronavirus. Cedar Falls is receiving $160,662 for CDBG-CV. We programmed $100,000 toward Maintaining Existing Affordable Housing: Owner Occupied Rehabilitation.

We are seeking homeowners who need assistance with outdoor repairs or maintenance to their home or garage. Examples of project needs related to safety and necessary maintenance to a home may include roof replacement, deck/porch work, windows, AC/furnace replacement, exterior painting, or siding.

In our Manual for Housing Rehabilitation Programs, projects are categorized as follows:

Project Category	Amount	Funding Type	Description of Eligible Costs	Source
Repair	$500-10,000	Grant	correction of major violations of the Cedar Falls Building Code Standards which make a structure uninhabitable or unsafe	Chapter 3-Eligible Costs Section B
Rehabilitation	$2,000-25,000	Forgivable Loan	satisfying the requirements of the HUD Housing Quality Standards and the Cedar Falls Building Code, including but not limited to correcting incipient violations, energy conservation, accessibility modifications, fire safety measures and related fees	Chapter 3-Eligible Costs Section A.1-4

Staff proposes modifications to the Eligible Costs, to provide flexibility for the program in unusual circumstances like a pandemic, disaster declaration or other similar catastrophic event. We propose allowing more expensive projects to be approached as grant funding, rather than as a forgivable loan. It would simplify the process and implement the intent of the funds to support low and moderate income families that are impacted by the pandemic to ensure safe, quality housing for families.

Revisions to Chapter 3 and 4 are shown in red text in the attached proposed Manual for Housing Rehabilitation Programs (July 2020). Staff recommends approval.

The Housing Commission considered this proposal at their July 14, 2020 meeting and had no significant concerns. The Commission recommends approval.

Manual for Housing Rehabilitation Programs

July 2020

City of Cedar Falls

Administrative Policy & Procedural Manual for Federally Funded Housing Rehabilitation Programs

City of Cedar Falls

Prepared by

Planning and Community Services Division

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Preface

This handbook serves as the technical guide to the City's owner-occupied housing rehabilitation programs administered by the Department of Community Development.

The Housing Rehabilitation Programs include but are not limited to:

I. Housing Rehabilitation Grants (CDBG and HOME)

II. Repair Program

III. Handicapped Access Improvements

Funding for the various program components under the Housing Rehabilitation Program is authorized by the City Council and provided by U.S. Department of Housing and Urban Development. Community Development Block Grant (CDBG) provides funding for this program along with HOME funds provided by a consortium with the City of Waterloo as the lead agency.

Chapter 1 Eligibility Requirements

General. This chapter sets forth property and owner eligibility requirements for a rehabilitation grant. The property must need rehabilitation to meet current HUD Housing Quality Standards and the Cedar Falls Building Code.

A. Location.

All programs are available citywide to residents of Cedar Falls that meet Federal eligibility requirements. In order to be eligible for a Housing Rehabilitation Grant the property must also be located outside of the floodplain.

B. Ownership.

1. Owner-Occupied Dwellings. The owner-occupant of a single-family dwelling must meet the definition of a homeowner and must have had possession at least 12 months prior to applying for rehabilitation assistance. An applicant or structure may only receive assistance up to the maximum dollar amount, which is $24,999 for hard costs for a Housing Rehab Grant project. To ensure that this amount is not exceeded through change orders or unforeseen circumstances, the project hard costs at time of contract execution cannot exceed $20,000 unless the applicant can provide the additional amounts needed to assure completion of the work. This maximum amount will not include project delivery costs (e.g. project write-ups, bidding, inspections, lead- paint clearance testing, etc.).

2. Contract Holder. A land sales contract purchaser must, at a minimum, meet all of the following requirements to be eligible for rehabilitation assistance to cover rehabilitation costs.

   a. The contract shall be a written, legally binding instrument involving property that will be for continued residential use after rehabilitation.

   b. The seller may not convey any interest in the property to any other party unless the conveyance is subject to the land sales contract, except that the seller may retain the right to mortgage the property for an amount that does not exceed the unpaid portion of the contract purchase price.

   c. Under the contract, the seller and any subsequent holder of the title to the property must be obligated, without qualification, to deliver fee simple title and a warranty deed to the property to the purchaser upon full payment of the contract price, or some lesser amount.

d. Under the terms of the contract, the purchaser shall have:

….Full use, possession, and quiet enjoyment of the property.

….Equitable title to the property.

e. The purchaser shall have possession and use of the property under the contract for twelve months prior to applying for rehabilitation assistance, and must be a homeowner as defined herein.

f. The contract must be recorded in the Black Hawk County Recorder's Office prior to approval of assistance.

g. The titleholder must sign an addendum to the land sales contract which will allow rehabilitation to proceed.

C. Occupancy.

A homeowner shall verify that the property to be rehabilitated is the homeowner's principal place of residence and the homeowner has been in occupancy at least twelve months prior to applying for assistance. Verification of residency may be obtained from Cedar Falls Utilities, if other proof is unavailable.

D. Income.

1. Income Limits

To qualify for the programs covered by this manual, the income of an applicant household may not exceed 80% of median area income, as determined by the U.S, Department of Housing and Urban Development (HUD) on an annual basis. The City of Cedar Falls maintains a table of the HUD determined median area income levels for households of various sizes and updates it annually according to the report issued by HUD.

2. Assets

If the applicant has assets in excess of $5,000, the excess amount is multiplied by the current passbook savings rate or the actual income (whichever is greater) and counted as earned income. If a household has over $100,000 in assets (not including equity in the property to be rehabilitated) as defined in this manual, the household is not eligible for assistance.

E. Ownership & Income Verification.

1. Ownership

For all applications the applicant must provide documentation of recorded ownership. Such documentation may be in the form of verification from the Black Hawk County Assessor or a copy of a deed to the property or a title certificate. If uncertainty exists as to the adequacy of documentation, the case shall be referred to the City Attorney's Office which may require additional support documentation.

2. Income

a. For housing rehabilitation assistance, the applicant must provide documentation in support of income eligibility. The City shall review the information prior to application approval. For income eligibility, the applicant's gross income is computed as per the HUD Section 8 program. See Exhibit I. The OneCPD Income Eligibility Calculator will be used in calculating income for all applicants after January 1, 2013.

Chapter 2. Assurance that Rehabilitation will be Completed

A. **General.** Before the City will reserve funding for any rehabilitation project, the applicant must assure that all work included in the work write-up and subsequent change orders will be completed by signing a contract covering the work to be completed. In cases where the proposed rehabilitation costs exceed the amount of assistance, the City will not provide funds unless the applicant can provide the additional amounts needed to assure completion of the work.

B. **Rehabilitation Assistance on Residential Property.** If the applicant is obtaining supplemental financing, the City will not approve a rehabilitation application until the City receives secure evidence (a letter) that the applicant has obtained an adequate and satisfactory supplemental loan commitment from the lender. If the applicant obtains the loan from a recognized lending institution, evidence furnished to the Community Services Division shall consist of a bona fide commitment to lend money for the rehabilitation work. The loan shall be in an amount which, when added to the rehabilitation assistance and any other funds furnished by the applicant, will be sufficient to complete the required work. All of the applicant's supplemental funds shall be expended prior to the rehabilitation funds. A verification of these expenditures shall be provided to the City.

C. **Failure to Complete Rehabilitation Work.** If the applicant receiving assistance fails to complete rehabilitation work in the time determined by the City or fails to comply with the terms and conditions of the Rehabilitation Agreement, the City may elect to cancel the grant or may complete the rehabilitation.

Chapter 3. Eligible Costs

A. **Eligible Costs for the Housing Rehabilitation Program** include the costs of satisfying the requirements of the HUD Housing Quality Standards and the Cedar Falls Building Code, including but not limited to correcting incipient violations, energy conservation, accessibility modifications, fire safety measures and related fees as described below:

1. Requirements of Building Code Standards. Costs of meeting a specific requirement of housing standards regarding:

   a. Rehabilitating, removing, or replacing elements of the dwelling structure, including basic systems, and other improvements to the property such as garages, fences, steps, walkways and driveways. The term "basic systems" includes such items as furnaces, water heaters, fixed electrical equipment, sanitary fixtures and other appliances required to meet Cedar Falls Building Code Standards.

   b. Providing sanitary facilities, including providing, expanding and finishing space necessary to accommodate those facilities.

   c. Grading, filling or landscaping of the ground, if required by Cedar Falls Building Code Standards.

   d. In cases of limited funds, work will be prioritized to ensure basic systems and life safety items are addressed first.

2. Accessibility Modifications. Any bathroom and kitchen modifications, ramps, grab bars, doorway widening, etc. which enable and elderly/person with disabilities to remain independently in their home.

3. Energy Conservation and Fire Safety. The purchase and installation of furnaces, insulation, storm windows and doors, caulking and related energy saving devices or measures. Eligible costs also include the installation of smoke detectors and related fire safety items.

4. Incipient Violations. The correction of incipient violations so that a property may be brought up to and maintained to Cedar Falls Building Code Standards.

B. **Eligible Costs for the Repair Program** include the correction of major violations of the Cedar Falls Building Code Standards which make a structure uninhabitable or unsafe. Repairs which exceed local codes are not normally eligible for funding. **However, for CDBG or HOME funds specifically targeted for disaster response, such as a pandemic or flood, the City may**

provide repair assistance for eligible items under the Rehabilitation Program that exceed local codes.

C. **Eligible Costs for Handicapped Access Improvements** are limited to improvements making the property accessible and permitting the person with disability to remain independently in the home. Eligible items include ramps, doorway widening, accessible showers, grab bars, handicapped toilets, air conditioning as recommended by a physician and similar items.

D. Other Eligible Costs

Certain additional costs related to all rehabilitation projects are also eligible.

1. Reasonable Grant Application Processing Costs. Appraisal fees, title reports, fees for recording and filing, abstracting, termite inspection, bank servicing charges, architectural fees, lead-based paint analysis (structural or for individuals), and radon testing, if necessitated.

2. Building Permits and Related Fees: A rehabilitation grant may provide funds to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the construction contract documents require the contractor to pay these costs, the contract amount ordinarily includes the costs.

3. Lead-based Paint Hazard Elimination. The regulations implementing 24.CFR Part 35, Subpart B, consisting of 35.100 through 35.175, and Subpart J consisting of 35.900 through 35.980.

Different levels of rehabilitation assistance will determine treatment.

Financial Assistance per Unit	Treatment Required
Up to $5,000	Repair disturbed paint, safe working practices
More than $5,000, up to $25,000	Standard Treatment used: A. Stabilization of smooth, cleanable horizontal surfaces B. Correct conditions causing rubbing, bending, and crushing C. Treatment of bare soil
More than $25,000	Abatement of lead-based paint hazards

Effective 8/10/2001

Please refer to Exhibit 4, Lead-Based Paint Management Plan, for complete information on Lead-Based Paint Hazard Elimination.

As per 24 CFR 35.915 in HUD's Lead Safe Housing Rule, costs of site preparation, occupant protection, relocation, interim controls, abatement, clearance, and waste handling attributable to compliance with the requirements of §35.915 are not to be included in the hard costs of rehabilitation. Therefore these types of costs will not be subject to the limitation costs outlines in Chapter 1, B, 1.

4. Decks. Funds are available to replace an existing deteriorated deck. However, deck replacement shall be the same size or less with total cost not exceeding $4,000.

E. **DEATH OF APPLICANT.** No project funds shall be used to reimburse for repairs commenced after the death of an applicant who is not survived by a spouse. Should the death of such an applicant occur after commencement of work for which project funds have been approved, reimbursement shall be made for all work necessary to complete that phase of the work in progress at the time of the applicant's death. Reimbursement shall be pro-rated based on the completed work.

F. **INELIGIBLE COSTS.** Except as otherwise provided in this manual, rehabilitation assistance shall not be provided for:

1. New construction, substantial construction, expansion of a structure (unless required by the Cedar Falls Building Code), or finishing unfinished spaces.

2. Any work that is considered standard maintenance per the discretion of the Department of Community Development, including but not limited to: cleaning of gutters, furnace servicing/filter replacement, power washing of dwelling, etc.

3. Materials, fixtures, equipment or landscaping of a type or quality which exceeds that customarily used for properties of the same general type as the property to be rehabilitated.

4. Acquisition of land.

5. Refinancing of existing debt.

Chapter 4. Financial Assistance Categories, Loan Terms, Limitations and Conditions

A. **General.** This chapter sets forth the assistance categories, terms, and limitations for providing rehabilitation assistance to owner-occupants under the following programs:

Housing Rehabilitation
Repairs
Handicapped Access Improvements

B. Assistance Categories and Loan Terms.

Housing Rehabilitation:	A 5-year forgivable loan, forgiven at 20% each year for five years. If the recipient fails to meet the conditions of the loan at any point, the remainder will become due to the City, at 0% interest.
Repairs:	An immediately forgiven grant.
Handicapped Access Improvements:	An immediately forgiven grant.

C. **Loan Conditions.** For housing rehabilitation loans:

1. If the Rehabilitated Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;

2. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;

3. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City:

4. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City:

5. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:

6. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;

7. Owner shall own and occupy the Rehabilitated Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Rehabilitated Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.

8. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

D. **Assistance Limitations.** The following levels of assistance for hard costs are available for each program.

Program	Minimum Assistance	Maximum Assistance
Housing Rehabilitation	$2,000	$24,999
Repair	$500	$10,000
Handicapped Access Improvements	$0	Cost of work

In addition:

1. Funds provided through the City's Rehabilitation programs may not exceed 50% of the assessed value of the property. The Director of Community Development may grant a special exception to this limitation if the National Register of Historic Places or a state or local inventory of Historic Places lists the structure, or if an appropriate law or ordinance designates the structure as a state or local landmark or historical district.

2. All housing rehabilitation loans must be secured within the value of the property. As such, no rehabilitation loan may exceed the difference between the dollar value of the first mortgage(s) and the after-rehabilitation value of the property. Exceptions may be considered by the Housing Commission.

3. **For CDBG or HOME funds specifically targeted for disaster response, such as a pandemic or flood, the City may provide repair grants up with hard costs up to $20,000.**

Assignability.

1. Title Holder. The borrower shall not assign a rehabilitation loan. The balance of a loan becomes due immediately upon sale or transfer of the property. If the borrower ceases to occupy the property during the course of the lien/mortgage, the City may at its option, call the loan due. The borrower must notify (see Chapter 9.C.) the Community Services Division of the sale, transfer, or rental of the property.

2. Land Contract Holder. When there is a land sales contract for a property, both the owner and the contract holder must approve and sign a mortgage against the property in the amount of the rehabilitation loan. Assignment or transfer of an interest in the land sales contract is considered a transfer of property and the loan shall be paid in full at the time of the assignment or transfer.

H. **Loan Instruments.** Rehabilitation loans shall be secured by instruments commonly used for liens of like kind and term, and will be subordinate to other primary lender mortgages already of record. Mortgages and other supporting documents shall be recorded in the Black Hawk County Recorder's Office. Future requests for subordination due to refinancing will be decided on an individual basis; however, generally no subordination requests that will result in a higher mortgage amount or that will provide cash back to the owner will be granted.

Chapter 5. Processing and Submitting Repair Program Applications

A. **General.** This chapter outlines the functions performed in connection with repair projects and sets forth the policies and procedures followed in preparing, processing and approving an application.

B. **Outline of Staff Functions.** City staff or their designees perform the following functions in connection with repair projects.

1. Initial intake.

2. Preliminary income screening, if the applicant passes initiate full income verification process.

3. While full income verification is underway, an inspection of repair needs is carried out.

4. Inspector provides estimate; request quotes from contractors (if needed)

5. Complete full income verifications – if some employers/banks/retirement companies don't get back in time, use alternate documentation such as tax forms, statements

6. Obtain approvals to proceed with project, process will vary based on cost:

   a. Repairs <$3,000 can be sole sourced. An e-mail describing the project, its estimated cost, and requesting approval to proceed is all that is needed. A combination of City Treasurer and CD Director (P&CS Manager in Director's absence) will approve before it proceeds. No advance Council approval required.

   b. Bids for repairs $3,000-10,000 can be done through telephone quotes, documenting that at least 3 quotes were obtained. The low bid will be chosen. Then a combination of City Treasurer and CD Director (P&CS Manager in Director's absence) will approve before it proceeds. No advance Council approval required.

7. Execute contract for the repair work with the homeowner, contractor, and Director of Community Development.

8. Inspect work in progress and authorize release of partial payments as needed.

9. Final inspection and certification.

10. Issue inspection certificate, authorize final payment and close file.

Chapter 6. Processing and Submitting Rehabilitation Applications

A. **General.** This chapter outlines the functions performed in connection with rehabilitation financial assistance and sets forth the policies and procedures followed in preparing, processing and approving an application.

B. **Outline of Staff Functions.** The rehabilitation staff or their designees perform the following functions in connection with rehabilitation financial assistance.

1. Initial intake.

2. Interview and advise applicant of program objectives and benefits, complete applications.

3. Verify ownership and verify income, as necessary.

4. Inspect property with Building Inspector, Housing Specialist, and homeowner present. Complete work write-up.

5. Establish level of assistance and submit structure for preliminary historical/architectural significance review and clearance. Complete Environmental review.

6. Prepare bid document.

7. Review bid document with homeowner and receive approval to proceed.

8. Update the Housing Commission regularly on applications received, applicants income-qualified, properties proposed for rehabilitation, and the anticipated Scope of Work for rehabilitation projects.

9. Send out RFPs for bids; send notification to contractors and homeowner.

10. Hold a pre-bid meeting at the property

11. Hold a public bid opening. Review and forward chosen bids and associated contracts to City Council for approval.

12. Execute contract for rehabilitation with homeowner, contractor, and Director of Community Development.

13. Have owner sign a lien on property for amount of rehabilitation work.

14. Issue proceed to work orders.

15. Inspect work in progress and authorize release of partial payments.

16. Final inspection and certification. Contractor provides manufacturers' and

suppliers' warranties and lien waivers.

17. Issue inspection certificate, authorize final payment and close file. Update lien as necessary and file with Black Hawk County Assessor's office.

18. Prepare releases following payment in full or forgiveness of the loan under the terms of the Promissory Note.

C. **Processing and Preliminary Approval of Assistance Application.** Processing of applications will be prioritized by date of application except that applicants with particularly urgent repair needs (such as electrical hazards) or outstanding code violations may be prioritized at the City's discretion. Processing consists of completing a preliminary application and submitting all supporting documents. Staff reviews the file to determine eligibility. All housing rehabilitation, repairs, and handicapped access improvements must receive approval from the Community Services Division. Housing Rehabilitation projects must receive Housing Commission board approval.

1. If the rehabilitation assistance supplements a private loan, the private loan must receive approval prior to approval of the rehabilitation assistance.

2. Projects meeting eligibility criteria can be approved unless extenuating circumstances prevail. If it is determined that the application cannot be approved, a written statement of the reasons for the determination shall be provided to the applicant and a copy placed in the case file.

D. **Cancellation.** An approved application may require cancellation because the applicant requests cancellation, the applicant is unwilling or unable to proceed with the rehabilitation work or for other reasons.

1. To cancel an approved application, the rehabilitation staff or designee shall prepare a letter of cancellation which shall be provided to the:

   a. Applicant;
   b. Case file; and
   c. Contractor, if necessary.

E. **Rejection of Application.** If the City requests additional information necessary for an application and the applicant does not respond within thirty days of the City's written request, the City shall notify the applicant that it has rejected this application.

F. **Conditions for Providing Assistance.** An applicant shall agree, in writing, to the terms and conditions with respect to rehabilitation assistance as stated in the Rehabilitation Agreement.

Chapter 7. Rehabilitation Agreements

A. **General.** This chapter sets forth City requirements with respect to terms and conditions detailed in the Rehabilitation Agreement which an applicant must execute in order to obtain rehabilitation assistance in the form of a grant or loan.

B. **Conditions for Rehabilitation Assistance.** The mortgage or other security instruments as applicable, and the promissory note incorporate the specific terms and conditions with respect to the rehabilitation assistance for a residential property.

1. Cancellation Provision. The City has a right to cancel assistance if the borrower does not commence rehabilitation work (by giving the approval for the contractor to start) or if the contractor does not commence work within the time period stated in the rehabilitation agreement.

C. **Interest Rate.** Chapter 4 sets forth the interest rate to the borrower.

D. **Term of Loan.** Chapter 4 identifies the maximum term for a City rehabilitation loan.

E. **Points of Agreement.** The applicant (or contractor if applicable) shall agree to abide by the following terms and conditions:

1. Applicable Laws. Comply with all applicable Federal, State, and local laws as well as all regulations governing the funds provided under the Rehabilitation Agreement.

2. Civil Rights. Comply with all Federal and City requirements with respect to the Civil Rights Act of 1964 and 1968, and the 1988 Fair Housing Amendments Act to not discriminate upon the basis of race, color, creed, religion, national origin, age, sex, marital status, disability,

3. Completion of Work. Enter into written contracts to assure prompt and efficient performance and completion of rehabilitation work. Chapter 2 outlines the City's actions in case of failure to complete the rehabilitation. Also, failure to comply with these terms and conditions may result in the applicant being declared in default.

4. Ineligible Contractors. The City and homeowners shall refuse to award a contract for rehabilitation work to be paid for in whole or in part with the funds provided, to any contractor ineligible to receive an award of such contract under any applicable regulation issued by the Secretary of Labor.

5. Inspection. Permit inspection of the property, the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work by the City or its designee.

6. Records. Keep such records as the City may require with respect to the rehabilitation work for a period of five (5) years after the completion of the work.

7. Bonus, Commission, or Fee. Homeowner shall not pay any bonus, commission, or fee for the purpose of obtaining the City's approval of the application, or any other approval or concurrence required by the City or its designee to complete the rehabilitation work financed in whole or in part with the rehabilitation assistance.

8. Interest of the City. Prohibit members of the City's governing body who exercise any functions or responsibilities in connection with the administration of the rehabilitation project, and other City officers and employees who exercise such functions or responsibilities from having any direct interest in the proceeds of the rehabilitation assistance, or in any contract entered into by the applicant for the performance of work financed, in whole or in part, with the proceeds of the rehabilitation assistance.

9. Preservation of the Security. Homeowner shall maintain the property according to the requirements of the Cedar Falls Housing Code and permit the City or its designee to inspect the property during the term of the loan.

10. Transfer of the Property. Homeowner shall repay such portions of the loan/lien upon sale, rental or transfer of the property, unless prior written consent of the City is sought and obtained prior to the sale, rental or transfer.

11. Non-Discrimination in Contracting. Homeowner shall cooperate with the City to encourage the use of minority and women's business enterprises and locally owned businesses for the rehabilitation work financed with the rehabilitation funds.

12. Historic Preservation. Homeowner shall cooperate with the City in complying with applicable Federal, State and local historic preservation laws, ordinances, and/or requirements.

13. Special Provisions. a) The City may retain 10% of its contribution to the rehabilitation project as an assurance that the applicant and contractor(s) will complete all the work in a timely manner. Following a satisfactory final inspection, the City will release the 10% retainage.

Chapter 8. Recapture of Rehabilitation Assistance

A. **General.** This section sets forth policies for recapturing funds from a forgivable loan in the event the recipient sells transfers or ceases to occupy the dwelling during the specified period.

B. **Applicability.** The City will recapture all loans pursuant to the terms and conditions of the rehabilitation assistance.

C. **Terms and Conditions.** Recapture of funds shall be subject to the following:

1. Loan documents shall be recorded in the Black Hawk County Recorder's Office.

2. The City may subordinate its loans to any private lender's home improvement loan or mortgage. Subordination will only be done as per the attached policy in Exhibit 2.

3. Chapter 4 sets forth conditions for the loans.

4. Upon sale, transfer or termination of occupancy, all outstanding City-held loans shall be repaid to the City and a satisfaction of the loan shall be provided to the agency handling the transaction.

5. It is the recipient's duty to notify the City of any sale, transfer or rental, of the property and to satisfy any outstanding obligation for reimbursement, and failure to do so shall result in the entire amount of the financial assistance becoming due.

6. Funds received from these recapture procedures shall be treated as program income and returned to the City to provide additional assistance under the housing rehab program.

Chapter 9. Determining Work to be Done with Rehabilitation Financial Assistance

A. **General.** This chapter sets forth the responsibilities of the Rehabilitation for determining the extent of rehabilitation work necessary to bring a property into conformance with Cedar Falls Building Code and HUD Housing Quality Standards and for providing assistance in rehabilitating property. In carrying out these responsibilities, the Housing Specialist and/or Building Inspector shall:

1. Inspect the property.

2. Identify the required and desired work.

3. Review the proposed work and bid proposals with the owner. Consult with and advise the owner regarding the work and the bids.

B. **Initial Inspection.** During the initial inspection, the Rehabilitation identifies deficiencies needing correction in order to meet Cedar Falls Building Codes and HUD's Housing Quality Standards. The Specialist reviews and discusses the inspection findings with the owner.

C. **Progress Inspections.** During the course of the rehabilitation work being completed, inspections of the progress will be made as deemed appropriate by City staff, or as requested by the homeowner or contractor.

D. **Change Orders.** If, in the course of the rehabilitation, additional repairs become necessary, a formal change order to the contract write-up will occur. Change orders requested by any party require signature approval from the homeowner, the contractor, a Building Inspector, and a staff member from the Community Services Division. Change orders over 10% of the original contract amount require approval from City Council.

D. **Final Inspection.** Once all rehabilitation work has been completed, the Building Inspector will schedule a time with the homeowner present to inspect all work.

Chapter 10. Contracting for Rehabilitation Work

A. **Introduction.** This chapter sets forth requirements and procedures with respect to construction contracts for rehabilitation financed with a rehabilitation loan. The contractor and the loan recipient must enter into a written contract for all rehabilitation work.

1. Procurement of Bids. The City will obtain at least two responsible contractor's bids and proposals.

2. Form of Contract. The City will provide the construction contract which the Contractor must sign and the homeowner must accept following approval of the rehabilitation loan.

B. **General Conditions.** The Housing Specialist shall prepare the contract for use in all rehabilitations. Such contracts shall include hold harmless provisions relating to the contractor(s) and owners(s).

C. **Specifications and Drawings.** The Housing Specialist or Building Inspector or a designated professional shall prepare a deficiency list (write-up) and illustrative sketches, if any, covering the specific rehabilitation work for each property for which the recipient obtains a rehabilitation loan. Drawings shall be prepared only when essential to show the scope of the work involved so that a fair bid for the work can be obtained, and to avoid misunderstandings with the bidder. The Housing Specialist or Building Inspector or a designated professional shall base the deficiency list and drawings on the inspection of the property and interviews, as indicated, with the owner. The deficiency list shall clearly establish the nature of the work to be done and the material and equipment to be installed in accordance with the write-up and rehabilitation technical specifications provided by the Housing Specialist.

D. Invitation to Contractors for Bid Proposal.

1. Contractor Selection. The staff shall maintain a list of contractors interested in submitting bids for CDBG funded rehabilitation work. Said list shall include the names of minority and women contractors in the area who have requested to be on the list. Bids may be requested from the contractors not on the City's list. If bids from such contractors are received, the City has the right to reject such bids if the contractors are deemed unqualified or ineligible.

2. Invitation to Bid. Once the City selects contractors according to paragraph D.1. above, the Housing Specialist shall contact the selected contractors in writing and invite them to submit bids for the proposed rehabilitation work. A pre-bid meeting will be held at the property to be rehabilitated with the homeowner, contractors, Building Inspector, and Housing Specialist. A minimum of two written bids is required. However,

if two contractors interested in bidding cannot be found, the price estimate provided by the Building Inspector will be utilized as the basis for a fair and reasonable bid amount. All bids must be broken down by line item.

3. Bid Review. Upon receipt of all bid proposals from the bidding contractors, the Housing Specialist shall review bids for completeness and accuracy with special attention given to ensuring adherence to the deficient list.

4. Acceptable Bid. An acceptable bid fulfills the requirements of D.3. above, includes a current copy of the contractor's certificate of insurance, as verified by the current year listing through the INRCOG depository, and is consistent with the Building Inspector's estimate. The bidding contractor shall provide a cost for each repair item. If the costs are not acceptable, the Housing Specialist shall work with the owner and Contractor to negotiate a cost that is reasonable and acceptable to all parties.

5. Limitation on Open Rehabilitation Contracts. It is in the City's interest to ensure that Contractors have the capacity to fulfill rehabilitation contracts timely, and to maintain an adequately sized pool of contractors willing to bid on City rehabilitation projects. Contractors shall not be awarded more than two (2) contracts from any one bid letting, and shall have no more than four (4) open CDBG Owner-Occupied Rehabilitation contracts with the City of Cedar Falls at any one time. The City may exercise discretion in choosing which contract(s) to award to the Contractor.

   Open contracts for CDBG Repair Grants will not be counted toward the limits of two (2) contracts per bid letting and four (4) open contracts total per contractor.

6. Maintenance of the Contractor's List.

   a. The Housing Specialist shall maintain a list of contractors, including minority and female contractors, who have expressed an interest in bidding on repair construction and can provide the following as contained on the Prospective Bidder's Proof of Responsibility Form:

      (1) Adequate, active liability insurance.

      (2) The name of his/her company bank.

      (3) The names of his/her usual subcontractors.

      (4) The names of his/her principal suppliers.

(5) The names and addresses of at least two (2) recent residential repair or construction jobs.

(6) Cedar Falls contractor's license as applicable.

(7) Federal tax ID number.

b. The Department of Community Development office shall maintain the Contractor list, open to public review.

c. At the City's discretion, a contractor may be removed or suspended from the City's contractor's list, for one or more of the following causes:

(1) Failure to complete a project within the prescribed contract period.

(2) Failure to complete warranty repairs within a reasonable time period.

(3) Failure to use licensed plumbing and electrical subcontractors.

(4) Failure to complete work in accordance with program specifications and/or accepted standards or workmanship.

(5) Failure to obtain proper permits for work in progress.

(6) Failure to treat applicants with respect and courtesy.

E. **Award of Construction Contract.** The contract shall be awarded by written notification to all bidding contractors and the homeowner, and subsequent proper execution of the contract by all parties.

1. Award within 60 days of Cutoff Date. In order for the bid and proposal to be binding, the award shall be made within a period of 60 days from the cutoff date established by the Housing Specialist for the receipt of the bid and proposal, unless a later date is agreed upon in writing by the homeowner and contractor.

2. Contract Award. The construction contract shall be awarded by complete execution by the homeowner, contractor, and Director of Community Development. The Housing Specialist shall distribute the executed contract documents as follows:

a. Executed original retained by City of Cedar Falls Community Services Division.

b. Executed copy to contractor.

c. Executed copy to owner.

3. Issuance of Proceed to Work Order. At the time of the award, the Housing Specialist shall remind the applicant and the successful contractor that the performance of the work covered by the contract is subject to the Housing Specialist issuing a proceed to work order within the number of days stated in the general conditions of the contract from the date of the award.

F. Labor Performed by Owner in Repairing Property.

1. Type of Work and Skill of Owner. A property owner may complete some or all of the tasks required to repair the property if the property was built in 1978 or later and if the owner has the degree of skill required to perform the work involved. Self-help is usually appropriate to accomplish tasks of an unskilled nature such as general clean up, demolition, of small buildings on a property, removal, cartage, and disposal of the debris, and for work that involves minimal use of costly materials and equipment. Work of a skilled nature and work involving the installation of costly materials and equipment are appropriate only if the contractor and Building Inspector and/or Housing Specialist is satisfied that the property owner possesses the ability and experience required to do the work. The property owner must be capable of working unsupervised and must possess sufficient skill to properly perform the work with some technical advice and guidance from the contractor. The amount of money for this type of work must not be included in the accepted bid.

G. Right to Terminate Contract and Complete the Work.

If the party to the contract refuses or fails to supply enough properly skilled workers or proper materials; fails to promptly pay the subcontractors for materials or labor; or disregards laws, ordinances, or the instructions of the Housing Specialist or Building Inspector or otherwise violates any provision of the Contract, then the City may terminate the employment of the Contractor and/or terminate the Rehabilitation Agreement with the Owner. In such case, the Owner or City may finish the work by any reasonable expedient method. When work is completed, the Contractor will be paid the amount remaining in the contract after cost of completion is deducted.

Chapter 11. Inspection of Rehabilitation Work

A. **General.** This chapter sets forth the requirements for the inspection of rehabilitation work financed in whole or in part with rehabilitation funds.

B. **Responsibility for Making Inspections.** The Building Inspector or designee shall inspect construction work in cases involving a rehabilitation loan including:

1. Compliance inspections, as necessary, to assure completion of the construction work in accordance with the construction contract.

2. A final inspection to determine that the construction work has been completed in accordance with the construction contract. The Building Inspector and any staff from the Building Inspection Division as may be required, shall accompany the Housing Specialist on the final inspection and provide the Housing Specialist with a written report of their findings.

C. **Inspections for Payment.** The Housing Specialist shall inspect the construction work in accordance with the following:

1. Upon partial and total completion of the repair work and receipt of the contractor's invoice and appropriate lien waivers, the Housing Specialist shall arrange for inspection of the completed work.

2. If the Housing Specialist finds that the contractor satisfactorily completed the work, the contractor can request a partial payment. The homeowner, Building Inspector, and a staff member from the Community Services Division will sign off on any progress payment inspections. Partial payment requests shall be accompanied by lien waivers for work that was completed. When processing partial payments, the City will retain 10% of the invoice until final payment.

3. After receipt of a release of liens, the contractor can receive final payment.

D. **Certification of Final Inspection.** After the Housing Specialist determines that the contractor satisfactorily completed the rehabilitation work and the final inspection report is obtained, the staff shall prepare an original of Certificate of Final Inspection. Additionally, the homeowner and a staff member from the Community Services Division will sign off on final completion of the work prior to final payment being made to the contractor.

Distribution. Signed original of the Certificate of Final Inspection shall be retained in the property file.

E. **One-Year Guarantee on Work by Contractor.** All work performed by a contractor shall be covered by a one-year guarantee, unless lack of maintenance or homeowner intervention affects the work, in which case the

guarantee is void. Property owners are not, however, always aware that, for a period of one year following date of final inspection, they may require the contractor to correct significant defects and inadequacies in the work performed under this contract. The Housing Specialist will help to remind the owner upon completion of the contract of the guarantee requirements.

Due to the nature of groundwater, soil and construction conditions, the success of any efforts to ameliorate any water problems cannot be guaranteed.

The owner must give the contractor written notice of any defects with reasonable promptness. If the contractor fails to answer or correct the defect(s) within a reasonable time, the City, at owner's request, will assist owner in the following manner.

1. Staff members of the Department of Community Development will investigate the complaint.

2. Staff will notify the owner if it finds the compliant to be invalid.

3. If the staff finds the complaint to be valid, the housing specialist will direct the contractor to take necessary corrective action within a specified length of time.

4. If the contractor complies, the staff will re-inspect the work and, if satisfactory, the owner will be expected to withdraw the complaint.

5. If the contractor fails to respond to the request within the specified length of time, the staff, upon owner's request, will prepare a letter for owner's signature, notifying the contractor a second time that unless the defect is corrected by a specified time, staff will refer the matter to the City Attorney for appropriate action. Staff will then locate a new Contractor to correct the problem. The cost will then be forwarded to the Contractor responsible for defective work.

6. If the contractor fails to respond to the request within the time specified:

    a. The homeowner will take any necessary action to correct the defects including, but not limited to, paying the reasonable costs of correcting work or materials determined by the homeowner and the Housing Specialist to be defective.

    b. The City may prohibit the contractor from contracting any other repair work under any program administered by the operating agency.

F. Housing Specialist/Program Assistant – Owner – Contractor Relations.

Housing Specialist's Responsibility and Authority:

The Housing Specialist or designee observes the work on behalf of the City, and provides general assistance regarding proper interpretation of the program requirements during construction.

The Housing Specialist decides, when necessary, any and all questions which arise as to the quality and acceptability of materials furnished, work performed, interpretation of work items on the bid document and all questions as to the Contractor's performance of the Contract.

The Housing Specialist or designee is not responsible for the acts or omissions of the contractor or his/her employees. The City's or homeowner's acceptance of the Contractor's work does not release the contractor from the responsibility to provide quality performance on all contract specifications.

Chapter 12. Complaint Procedure

It is the policy of the Department of Community Development to make every effort to resolve complaints prior to the filing of a formal complaint. Please call the Housing office at 273-8606 for assistance.

A. Complaints

The Planning and Community Services Manager for the City of Cedar Falls or designee shall review and hear the complaint of any person aggrieved by the Division of Planning and Community Services in the administration of any Federal, State or local assistance programs. This review shall include, but not be limited to complaints concerning:

1. the sufficiency of an application for assistance,

2. eligibility for assistance under the program,

3. the dollar amount of the assistance,

4. the scope of services provided under the program,

5. the adequacy of information and assistance furnished by the Community Development Division.

B. Filing the Complaint

A person may file a complaint in the Planning and Community Services Division for the City of Cedar Falls, located in Cedar Falls City Hall, 220 Clay Street, Cedar Falls, Iowa, 50613. The complaint must be received in a timely manner, which is:

1. within 30 calendar days from the date of the event causing the complaint, or

2. for housing rehabilitation programs, within 30 calendar days from the Certificate of Final Inspection.

C. Notice and Hearing

Within thirty (30) calendar days of receiving the written complaint, the Planning and Community Services Division will give the Complainant written notice of the time and place the Community Services Manager will hear the complaint.

D. Appeal

Appeals of HUD complaints may be made to: Manager, U.S. Department of Housing and Urban Development, Edward Zorinsky Federal Building, Suite 329, 1616 Capitol Avenue, Omaha, NE 68102.

Chapter 13. Definitions

1. **Definitions.** Following are definitions of various terms as used with respect to rehabilitation activities.

a. Abatement – A measure or a set of measures designed to eliminate lead-based paint hazards or lead-based paint permanently. (Permanent is defined by HUD regulation as at least 20 years effective life.) Abatement requires a certified, licensed abatement contractor.

b. Annual Gross Income for Assisted Units – Gross income as defined for the Section 8 Program. See Exhibit 1.

c. Architectural Barrier – A structural condition, existing in a housing unit, that places a physical hardship on the mobility of a person with disabilities in the performance of normal self-care activities.

d. Appraisal – An evaluation of the value of real property by a certified appraiser. A recent appraisal will be considered if it is less than 6 months old and no significant changes to the property have been made.

e. Asset – Resource with an exchange value, including but not limited to equity in real property other than the applicant's primary residence. It also includes gold, precious metals, cash, checking and savings accounts, savings bonds, Certificates of Deposit, mutual funds, money market funds, stocks, IRA or Keogh accounts that are not in a bona fide retirement program.

f. Building Code Standards – The Uniform Building Code of the City of Cedar Falls

g. Building Inspector – Representative of the Building Inspection Services of the Department of Community Development certified to advise on Cedar Falls Building Code and construction methods.

h. CDBG-Assisted Projects – Units within a CDBG-funded rehabilitation project.

i. Children-minor – Individual under the age of 18 and not head of household or spouse.

j. Community Development Block Grant (CDBG) Program – A Federal program administered by the U.S. Department of Housing & Urban Development which provides Community Development Block Grant (CDBG) funds for programs that benefit low-moderate income residents.

k. Community Services Manager – The Manager for the Planning and Community Services Division, which is a division of the Cedar Falls

Department of Community Development, that oversees the use and expenditure of funds in the Community Development Block Grant (CDBG) and HOME Program for the City of Cedar Falls.

l. Conditional Occupancy Loan – A lien against real property which is repaid only upon transfer of title, rental of the property or termination of occupancy.

m. Condominium – A condominium is defined as joint ownership of common areas and facilities by the separate owners of single dwelling units in the project (Section 234, National Housing Act [12 U.S.C. 17154)] and in compliance or conformance with the requirements of the Code of Iowa, as amended.

n. Director – The Director of the Cedar Falls Department of Community Development.

o. Person with Disabilities – For purposes of these programs, a person shall be considered disabled/handicapped if that person has a physical or mental impairment expected to be of long, continued or indefinite duration or suffers from a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or Amendments of 1970 [42 U.S.C. 269(1)]. A disabled or handicapped family member qualifies the family as a disabled/handicapped family.

p. Dwelling Unit – Any room or group of adjoining habitable rooms located within a dwelling and forming a single habitable unit with facilities, including a bathroom, which are used or intended to be used for living, sleeping, cooking and eating.

q. Elderly – For purposes of these programs, a property titleholder at least sixty-two (62) years of age is considered elderly.

r. Repair – Correction of a major violation of housing standards that creates an immediate threat to the health and safety of the occupant. Such violations include unsafe or hazardous electrical service or wiring; unsanitary plumbing; inoperative or dangerous furnace; unsafe structural or roof condition where the roof is actively leaking or the ceiling is water-damaged and in danger of collapse; and other such emergency conditions that, from time to time, the Housing Specialist, in consultation with a Building Inspector, identifies.

s. Equitable Interest – Owner shows sufficient value in the property to provide security for an additional lien.

t. Family – Usually two or more persons who constitute a legal family relationship (blood, marriage, adoption or as defined in Federal, State or local law). The term also includes: an individual between the ages of 18

and 62 who is disabled or handicapped as defined herein; two or more unrelated individuals who are at least 62 years of age or disabled or handicapped; or two, but not more than two persons not related by blood, marriage or adoption.

u. Grant – A direct subsidy for home improvement to a homeowner requiring no lien or payback.

v. Historic Preservation – A procedure undertaken when any home in the rehabilitation program is over 50 years old whereby a historical review is conducted. If the property is found to be in a historical district or a contributing structure, steps must be taken to preserve the historical integrity of the home according to the standards of the Iowa State Historical Preservation Office and/or Secretary of the Interior Standards (Section 106).

w. HOME Investment Partnership Program – Federal program of the U.S. Department of Housing and Urban Development which provides funds for affordable housing programs.

x. HOME Assisted Projects – Units within a HOME project where HOME funds are used for rehabilitation. Resale restrictions apply.

y. Homeowner or Owner – A person who both owns the property for which assistance is sought and occupies that property as the principal place of residence. Ownership is determined by legal or equitable title or by a land sales contract.

z. Household – One or more persons occupying a housing unit.

aa. Housing Commission – Governing board of all rehabilitation services.

bb. Housing Specialist – An employee or designee of the City's Department of Community Development charged with the duties of administering the specific aspects of the rehabilitation program.

cc. HUD - U.S. Department of Housing and Urban Development

dd. Incipient Violation – The state or physical condition of an element of the structure required to meet a HUD Housing Quality Standards or the Cedar Falls Building Code, that at the time of inspection is in such a state of deterioration that if left uncorrected, it will further deteriorate into an actual violation within the next two years.

ee. Income – The total annual gross income of a family or tenants from all sources for the 12-month period following the date of income verification.

ff. Income Guidelines – The median area income levels as determined by the U.S. Department of Housing and Urban Development for the City of Cedar Falls, as amended on an annual basis

gg. Interim Controls – A set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards. Requires contractor(s) with Lead-Based Paint Safe Work Practices certification.

hh. Land Sales Contract – Any transaction in which the purchaser obtains fee title from the seller upon completion of installment payments over a term of years. The form of a land sales contract may vary according to the circumstances of each sale.

ii. Lead Safe Work Practices – Work practices that are used to protect workers and residents from the effects of lead-based paint hazards. Contractors must have a training certificate to perform activities associated with lead-based paint correction.

jj. Major Code Violation – A housing standards violation involving the following categories of deficiency: electrical, heating, plumbing, roofing and structural. Structural violations are considered as deficiencies only when they involve the major structural systems of the property, including roof, floor girders and joists, and the foundation.

kk. Manufactured Home – A structure, transportable in one or more sections, which in the traveling mode is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein (MHCSS 24 CFR 3280).

ll. Principal Place of Residence – Residing in the property at the time of application for assistance (except where extraordinary circumstances have made the property temporarily uninhabitable) and for at least eleven (11) months of each calendar year.

mm. Program funds – Any funds received under the umbrella of a particular program, specifically CDBG and HOME Programs.

nn. Rehabilitation Agreement – An agreement the applicant must execute which specifies the terms and conditions for obtaining a rehabilitation loan or grant.

oo. Rehabilitation Cost – The total cost of repairs, improvements and other costs for rehabilitation incurred by the applicant that are eligible for

rehabilitation assistance, regardless of whether the costs are financed in part with funds from other sources.

pp. Single-Family Home – Structure containing one dwelling unit.

qq. Termination of Occupancy – If an owner(s) does not reside in or occupy the property according to the terms of the Rehabilitation Agreement. Also see “Principal Place of Residence.”

EXHIBIT 1

HUD SECTION 8 REGULATIONS FOR CALCULATING ANNUAL GROSS INCOME FOR APPLICANTS REQUESTING ASSISTANCE

Annual Income: The anticipated income for all adult members of the family, even members temporarily absent, from all sources for a twelve-month period following the date of the income determination. This includes but is not limited to, the following:

A. The full amount, before any payroll deduction, of wages and salaries, including compensation for overtime and other compensation for personal services such as commissions, fees, tips, and bonuses.

B. Net income from operation of a business or profession. The expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.

C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property. Where the family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or the value of such assets multiplied by the current passbook savings rate.

D. The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts to include lump sum payment for a delayed start of a periodic payment.

E. payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workers compensation, and dismissal wages (vacation and sick leave).

F. Welfare assistance payments including those amounts withheld as payment for food coupons or stamps. The value of food stamps is not included in income.

G. Periodic and determinable allowances, such as, alimony and regular contributions or gifts.

H. The value of in-kind gifts and services from public and private sources to the extent that these gifts or services are given on a regular and ongoing basis.

I. All regular pay, special payments and allowances received by a member of the Armed Forces, whether or not living in the dwelling, who is head of the family, spouse, or other person whose dependents reside in the unit.

J. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of household, or a resident family member other than the head, responsible for his support.

EXHIBIT 2

POLICY FOR HOUSING REHABILITATION SUBORDINATION AGREEMENTS

General

The City of Cedar Falls Housing Rehabilitation Program provides financial assistance in the form of Forgivable Loans to Cedar Falls homeowners. These housing rehabilitation loans are frequently in a second position behind the primary lender. Due to the public nature of these funds and changing financial conditions, this subordination policy has been adopted.

Applicability

This policy would apply to projects that have received or will receive Housing Rehabilitation assistance.

Terms and Conditions

The City may subordinate its housing rehabilitation loans to a private lender. The property would need to have adequate equity to protect the City's interest. This value is verified by a recent appraisal.

Eligible Conditions

1. Refinance to lower the interest rate and/or change the term of the primary loan.

2. To consolidate home loans/mortgages.

Ineligible Conditions

1. To pay off or consolidate credit card or other debt.

2. To take cash out of the property for personal use.

EXHIBIT 3

LEAD-BASED PAINT MANAGEMENT PLAN

CITY OF CEDAR FALLS

CDBG HOUSING REHABILITATION PROGRAM

CDBG recipients conducting housing rehabilitation programs must comply with the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992. 24 CFR Part 35, Subpart J establishes procedures to eliminate lead-based paint hazards in residential properties built before 1978 that receive CDBG and other federal assistance. This management plan will discuss the definitions, programs, requirements, procedures, and required compliance actions, as applicable to CDBG assisted owner-occupied rehabilitation.

Eligible Dwellings

Guidelines established in this management plan apply to all dwellings receiving any form of assistance from the City of Cedar Falls' Housing Rehabilitation Program, with the following exemptions:

-Housing built on or after January 1, 1978.
-Housing exclusively for the elderly or persons with disabilities, unless a child under age 6 is expected to reside there.
-Property that has been found to be free of lead-based paint by a certified inspector.
-Property from which all lead-based paint has been removed and clearance has been achieved.
-The rehabilitation will not disturb any painted surface.
-The property has no bedrooms.
- Repairs to the property are being performed to safeguard against imminent danger to human life, health, or safety, or to protect the property from further structural damage due to natural disaster, fire, or structural collapse. (This exemption only applies to repairs necessary to respond to the emergency.)

Notification

Prior to each housing rehabilitation project, the homeowner will receive a copy of the pamphlet "Lead Poisoning: How to Protect Iowa Families," disseminated by the Iowa Department of Public Health in accordance with the Environmental Protection Agency. This pamphlet informs homeowners of the risks of lead-based paint, how lead-safe

work practices are used to minimize these risks, and other applicable information. Each homeowner will sign a statement acknowledging receipt of the pamphlet.

Homeowners will also be provided with any previous Disclosures of Known Lead-Based Paint on file with the Black Hawk County Recorder's office, the City of Cedar Falls, or other sources, as possible.

Homeowners will be provided with a Notice of Lead Hazard Presumption within 15 days of the site evaluation. The City of Cedar Falls will approach all housing rehabilitation projects presuming lead-based paint, unless the property is otherwise exempt as mentioned above.

Homeowners will also receive a Notice of Lead Hazard Reduction Activity, specifying the lead-based paint reduction activities that will occur at their home during the rehabilitation.

Lead Hazard Evaluation

A visual assessment will be completed on each property by the Cedar Falls Building Inspector and Planning and Community Services staff member for any paint that will be disturbed during the rehabilitation process, or is deteriorated, chipping, and/or peeling. For projects expending less than $5,000, the work site will be evaluated for any potential lead hazards. For projects between $5,000 and $25,000, lead-based paint and/or lead-based paint hazards will be presumed, per 24 CFR 35.120(a). No projects with an expected cost over $25,000 in total will be eligible for rehabilitation.

Lead Hazard Reduction

For projects expending less than $5,000, any paint that is disturbed will be repaired; lead safe work practices will be used by the contractor and his/her workers. For projects between $5,000 and $25,000, standard treatments will be used; lead safe work practices will be used by the contractor and his/her workers. When visual assessments identify deteriorated paint above the minimis amounts, paint stabilization will occur, regardless of whether rehabilitation activities would affect the area, paint stabilization activities will take place. The Black Hawk County Health Department will perform Clearance Testing on all properties at the end of all rehabilitation projects.

After the Rehabilitation Work is Completed

After all rehabilitation work has been completed and Clearance has been achieved, the Clearance report will be provided to the homeowner. Copies of all documentation including notifications, receipt of notifications to the homeowner, visual assessments and inspections, reduction activities, and Clearance reports will be maintained by the City of Cedar Falls for at least three years after the end of the project.

Definitions

Lead-Based Paint: Paint that contains at least 1 milligram per centimeter square (mg/cm^2) of lead. Also measured as greater than 0.5 percent lead or has 5,000 parts per million (ppm) lead by dry weight.

Lead-Based Paint Hazards: Housing conditions that cause human exposure to unsafe levels of lead from paint. These conditions include deteriorated lead-based paint; friction, impact, or chewable painted surfaces; lead-contaminated dust; or lead-contaminated soil.

Visual Assessment: A visual evaluation of interior and exterior painted surfaces to identify specific conditions that contribute to lead-based pant hazards.

Clearance test: Clearance is performed after hazard reduction, rehabilitation, or maintenance activities to determine if a unit is safe for occupancy. It involves a visual assessment, analysis of dust and soil samples, and preparation of report. A certified risk assessor, paint inspector, or clearance technician (independent from contractor conducting paint stabilization or hazard reduction) conducts clearance.

Standard treatments: A complete set of interim control methods that when used together temporarily control all potential lead hazards in a unit. Because they address all conditions, a risk assessment or other evaluation is not needed. Standard treatments must be completed by qualified workers using safe work practices.

Deteriorated paint: Paint that is cracking, flaking, chipping, peeling, or otherwise separating from the surface to which it was originally adhered.

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Mayor Green & City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: July 16, 2020

SUBJECT: River Place Development Agreement Amendment & Downtown Parking

At the June 15th Committee of the Whole meeting, staff presented a proposal for a public-private partnership to provide a downtown parking ramp with 90-100 public parking spaces. Exploring such a partnership was supported during Council goal setting in late 2019. The Downtown Parking Study has a variety of long term recommendations, two of which have been discussed at this time: public-private partnership for additional parking and potentially needing to monetize downtown streets.

Following the Committee meeting, staff met with the Community Main Street Board with the same presentation. Feedback was positive about this opportunity. The Board understood that downtown parking will continue to change, ramp or no ramp, when it comes to operations and costs. Enclosed is a letter of support.

In June, a Term Sheet was included with the materials for Council. Discussion at that time supported this approach. The Term Sheet does not cover all the details. It is intended to communicate the overarching concepts, to create a basic agreement before the expense and time required in developing a very detailed Development Agreement Amendment.

Staff recommends Council pass a resolution of support of the concepts laid out in the Term Sheet. Following that, staff will move forward on a detailed agreement. We may encounter issues that cannot be overcome, but Staff and the Developer will do its best to look at options and develop workable solutions.

Please contact myself or Ron Gaines with any questions. Thank you.

Attachments:
1. Term Sheet

RIVER PLACE TERM SHEET

Disclaimers:

- **The following terms are preliminary and non-binding.**
- **The City cannot make any binding commitment regarding the use of tax increment until any necessary amendments to the City's urban renewal plan (e.g., if the Project is not already sufficiently identified as a project in the urban renewal plan or the Project description needs to be amended) have been adopted (after all legislative procedures for adoption have been accomplished, including public hearings), and a detailed development agreement amendment has been negotiated by the parties, approved by the City Council after public hearing, and executed by the Mayor and City Clerk.**
- **The Developer should not rely on any oral or written communications in the negotiating process with City staff or City Council, because nothing is binding on the City until a development agreement amendment is executed after the steps above are taken.**
- **If the Developer takes any steps to start the Project prior to the approval of the development agreement amendment by the City Council and execution thereof by the City (Mayor and Clerk) and Developer, the Developer does so at Developer's sole risk.**
- **The detailed development agreement amendment will include additional terms, conditions, and provisions as determined by the City and its legal counsel**.

1. Background.

a. On July 16, 2012, the River Place Properties LC ("Developer") and the City of Cedar Falls, Iowa ("City") entered into that certain Agreement for Private Development pertaining to the Developer's acquisition and development of certain property within the Downtown Development Area Urban Renewal Project Area (the "Agreement for Private Development").

b. On February 1, 2016, the Developer, the City, and Western Home Independent Living Services, Inc. (who had acquired a portion of the development property from Developer) executed an Amendment to the Agreement for Private Development (the "Amendment to Agreement for Private Development") adding specific terms under which a new hotel would be constructed on a portion of the development property.

c. On May 21, 2018, the Developer, the City, and Broomstick Lodging, LLC (who had acquired the portion of the development property from Western Home Independent Living Services, Inc. and is referenced herein as "Owner") entered into that certain Second Amendment (the "Second Amendment to Agreement for Private Development") adding specific

terms under which the hotel and other amenities would be constructed on the development property.

d. The Agreement for Private Development, the Amendment to Agreement for Private Development, and the Second Amendment to Agreement for Private Development are hereinafter collectively referred to as the "Agreement for Private Development".

e. The City, Developer, and Owner desire to enter into a Third Amendment to Agreement for Private Development ("Third Amendment") to memorialize several final points of understanding regarding the completion of the "Public Amenities" contemplated in the Agreement for Private Development and to set forth the terms associated with Developer's construction of a parking facility to be leased by the City for public parking. The basic terms to be in included in the Third Amendment are set forth in this Term Sheet.

2. Definitions. Terms not otherwise defined in this Term Sheet have the meanings given to them in the Agreement for Private Development.

3. Developer's Obligations.

a. Developer will agree to finance and cause the construction (subject to Chapter 26 public bidding requirements as described in Section 4(a)) of the following:

- A structured parking center ("State Street Parking Center") on Developer-owned property located at Lot 1 and the North 58 feet of Lot 2 in Block 4; all in the Village (now City) of Cedar Falls, Black Hawk County, Iowa, and locally known as 123 E 3rd/305 State Street, Cedar Falls, Iowa, ("Parking Parcel") by December 31, 2022.
- Full brick sidewalk at north and west corners of the State and 2nd St. intersection, in compliance with the Downtown Streetscape.

b. Developer will agree to lease the Parking Component of the State Street Parking Center to the City as further described below, and allow the City to install improvements necessary to operate the Parking Component as provided in Section 4.c .

c. Developer will agree to operate the Commercial Component of the State Street Parking Center as further described below.

d. Developer will agree to timely complete all amenities required under the Agreement for Private Development, including but not limited to:

- The River Place Plaza will be completed in accordance with conditions of the site plan approved by City Council in its meeting on March 16, 2020, and will be completed consistent with the terms of the Agreement for Private Development including a completion date of July 1, 2021 (the "Plaza Completion").
- Payment of all costs associated the City Plaza Construction as and to the extent set forth in Section 3(b)(iii) of the Second Amendment to Agreement for Private Development.

4. City's Obligations.

a. The City will agree to publicly bid the construction of the Parking Component of the State Street Parking Center consistent with Iowa Code chapter 26 subject to the following:

i. Developer shall pay for the preparation of all designs and plans for the Parking Component to be prepared consistent with Section 5; and

ii. All costs of construction shall be paid by Developer as described in Section 3(a); and

iii. Developer shall manage and/or oversee the construction of the Parking Component in conjunction with the construction of the Commercial Component.

c. The City will agree to enter into a long-term lease to occupy and operate the Parking Component of the State Street Parking Center as further described below.

d. The City will agree to supply any improvements necessary to operate the Parking Component of the State Street Parking Center, which may include:

- parking meters
- parking management equipment
- payment kiosk's
- security/surveillance or other equipment

e. Subject to Developer's performance of its obligations under the Third Amendment, the City will agree to extend the schedule of Economic Development Grants under the terms set forth in Article IX of the Agreement for Private Development, as amended by the Third

Amendment, through fiscal year 2036-2037. There shall be no change to the $15,000,000 maximum grant payment limitation set forth in the Agreement for Private Development.

f. The City will agree that, after completion of the State Street Parking Center, the Tax Increment used to fund the Economic Development Grants will also include the Tax Increment created by the construction of the State Street Parking Center.

5. Designing the State Street Parking Center. The Parties acknowledge that a Design Committee composed of a maximum of five (5) members will be constituted for the purpose of providing input on the development of the Site Plan (step b below), prior to formal submittal and City review. Members shall be designated as follows; up to 3 designees from the City/Parking Committee, 1 designee from Community Main Street, and 1 designee from Developer. The Committee will be charged with leading the State Street Parking Center as a build-to-suit project with the City and Developer having the right to review/approve plans at the following milestones:

a. Development Phase Review (plans to include a Conceptual Design and a Preliminary Estimate for the project (attached hereto as Exhibit A and Exhibit B, respectively)

b. Design Phase Review (plans to include a Site Plan and all materials required for P&Z Commission and City Council approvals for the project)

c. Council Approval (Third Amendment and Site Plan are reviewed/approved by City Council following necessary legislative processes).

d. Construction Phase Review (plans to include all final Construction Plans reviews and final contractor's bids for the project).

e. Final Occupancy Review (materials to include all final Occupancy Permits, As Built Construction Plans and City's final walkthrough/acceptance of the property).

6. General Specifications and Preliminary Estimate for State Street Parking Center. The State Street Parking Center will be required to satisfy the following specifications:

a. Structured parking space consisting of 90-100 parking spaces, legally separated as a commercial condominium ("Parking Component"). The Parking Component to feature street level access, common stairs and a common elevator. The Parking Component to be constructed to facilitate public automobile parking according to all applicable building codes and local ordinances.

b. First floor private retail space consisting of approximately 6,000 rentable square feet more or less, legally separated as a commercial condominium ("Commercial Component"). The Commercial Component to feature

separate street level entrances at front and rear, common stairs, janitorial/mechanical area, and restroom space. Developer will lease the Commercial Component to tenants who will employ employees therein.

c. The Parties agree that ownership of the State Street Parking Center will include a horizontal property regime and governing condominium association documents, specifying (at a minimum) management of the property and definition and the allocation of ongoing operating/capital expenses consistent with the Lease terms described below. These documents will be included as exhibits to the Third Amendment.

d. The Preliminary Estimate for the State Street Parking Center as described above is $5,600,000 (including both the Parking and Commercial Components of the project).

e. The Site Plan for the State Street Parking Center will include:

- Streetscape improvements on/adjacent to the Parking Parcel (in the right-of-way), completed with the State Street Parking Center project. No additional payments will be made to Developer associated with these improvements.
- Access/easements to be provided by Developer to City off of the existing alley at no charge to the City.
- Bike storage, trash receptacles, and benches/shelter for people waiting for public transit (no additional payments will be made to Developer associated with these improvements).
- Design will meet City's Downtown Vision Plan and zoning ordinances. If site plan review occurs in advance of the City adopting revised zoning ordinances (anticipated for adoption in late 2020/early 2021). Developer will strive to meet codes under development, to the extent practical. Existing codes prevail, as the minimum standard.
    - Meet guidelines on General Downtown Frontages (p. 38 of Downtown Vision Plan)
    - Meet Storefront Frontages (p.39 of Downtown Vision Plan)
    - Follow Prototype Project: Mixed-Use Parking Ramp as closely as possible (each site is ¼ block vs. ½ block, so allowance that way is to be considered, but in all other aspects will be met) (p.48 of Downtown Vision Plan)
- Site zoning/approvals to follow City process.

7. Specifications for Parking Component to be Provided by Developer. The Parking Component will be required to satisfy the following specifications:

a. Drywall construction, ready for paint.

b. Concrete slab floor

c. Minimum ceiling height of 14 feet floor to floor.

d. Electrical Services:

- Dedicated 208VAC service panel (400A)
- Submeter and individual billing.

e. Sanitary plumbing service delivered to the restroom space.

f. Mechanical Systems:

- Forced air mechanical systems capable of providing adequate heating/cooling for intended use. (including common areas).

g. Telco/Network

- CFU fiberoptics network access to building demarcation point.
- Public wireless Internet service to be delivered from building demarcation point, at no extra cost.

h. Security/Life Safety

- Exterior access doors to have standard locks and may be controlled/updated by City.
- Property to be included in Eagle View campus-wide surveillance/fire protection/life safety systems.

i. Other Improvements to be determined by the City

j. Additional improvements and changes to Parking Component are subject to approval of plans by the City and must be consistent with general property standards and local code(s).

k. Exterior Awnings/Signage

- Developer shall provide exterior awnings (if proposed and approved in the Site Plans).
- City signage and/or lettering for street and pedestrian wayfinding will be included in final construction plans and completed by the Developer if removal/replacement is necessary due to the Project.
- Developer shall provide exterior numbering for the State Street Parking Center.

8. Lease for Parking Component. Contemporaneous with the execution of the Third Amendment, the City and Developer will execute a Lease for the Parking Component including the following terms:

a. Lease Term will be twenty (20) years with at least two five-year renewal options.

b. The City will have a purchase option at the end of the Lease Term and/or any renewal period with a purchase price equivalent to the remaining debt service on the mortgage for the Parking Component and other terms to be negotiated by the parties and included in the Lease. A Memorandum of the purchase option will be recorded in the land records of Black Hawk County upon execution of the Third Amendment and Lease.

c. Rent will be $1.00 annually, plus the actual operating expenses for the Parking Component. An estimated annual budget for these operating expenses will be included in the Lease. Thereafter an annual budget for the Parking Component will be created by Developer and approved by City. No expenses related to the Commercial Component will be included in operating expense to be paid by the City.

d. The City shall directly pay the following expenses associated with the operation of the Parking Component during the term of the Lease:

    - Costs for striping the Parking Component.
    - Costs for the repair/maintenance of equipment/improvements provided by the City for the operation of the Parking Component.
    - Insurance for the Parking Component to be acquired by the City through a separate policy.
    - Utilities for the Parking Component, provided said utilities are metered and billed separately from the utilities for any common areas and the Commercial Component.

e. A maintenance/capital improvements fund will be defined in the Development Agreement, if needed, for capital expenses associated with the Parking Component or common areas. The City will not contribute toward maintenance/capital improvement expenses for the Commercial Component.

f. City will have full and unrestricted public access and use of the Parking Component during the Term of the Lease.

g. Management and enforcement of the public parking in the Parking Component will be provided by the City (or alternatively a downtown parking authority). All revenues for public parking shall be collected and retained by the City (or authority).

It is contemplated that the City Council will review this Term Sheet and provide direction to the City Staff as to whether they should begin work on preparing the Third Amendment, Lease, and associated documents consistent with the terms

described above. Such direction, if provided, is not, and shall not be construed as, a binding commitment to accept the terms set forth herein. If the Developer begins the planning process for the Project based upon such direction, it does so at its own risk.

EXHIBIT A

State Street Parking Center - Conceptual Plan

EXHIBIT B

State Street Parking Center – Preliminary Estimate

Exhibit A

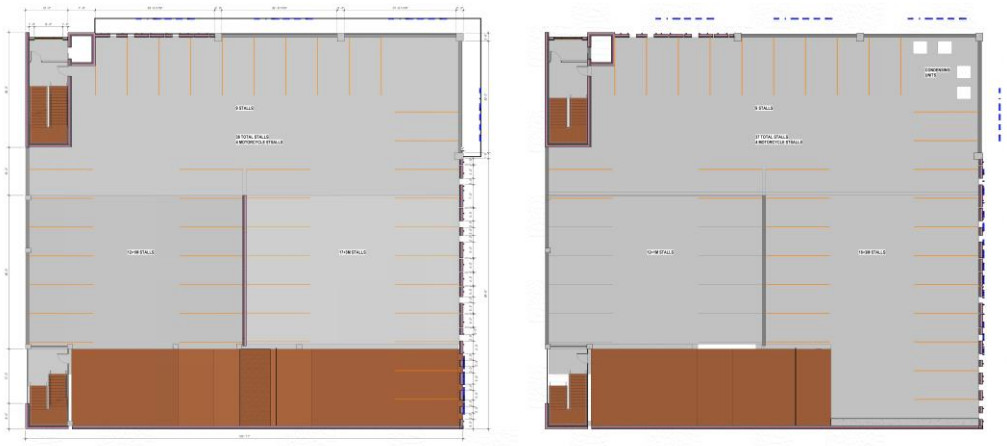
1 01 - SD - FIRST FLOOR PLAN

EMERGENT ARCHITECTURE

RIVER PLACE PROPERTIES II
CEDAR FALLS, IOWA

No.	Description	Date
	FOR CONSTRUCTION	

SCHEMATIC DESIGN PLANS
19006
OCTOBER 14, 2019
SD.100



1 LEVEL 2

2 LEVEL 3

3 NORTH GARAGE

EMERGENT ARCHITECTURE

RIVER PLACE PROPERTIES II
CEDAR FALLS, IOWA

No.	Description	Date
	FOR CONSTRUCTION	

SD EXTERIOR ELEVATIONS
19006
OCTOBER 14, 2019
SD.200

Exhibit A

RETAIL
RETAIL
RETAIL
302
LOGO
SIGNAGE
LOGO

RETAIL
RETAIL
RETAIL

MULTIMODAL RETAIL
PARK
RETAIL
RETAIL
RETAIL

Exhibit B

Preliminary Estimate (3rd & State Public Parking)				
Site				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Land	$443,492	$57,687	$0	$501,179
Total (Site)	**$443,492**	**$57,687**	**$0**	**$501,179**
Site Improvements				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Pavement / Utility Demolition	$42,152	$0	$0	$42,152
Subtotal (Site Improvements)	$42,152	$0	$0	$42,152
Earthwork				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Caissons	$165,000	$0	$0	$165,000
Subtotal (Earthwork)	$165,000	$0	$0	$165,000
Exterior Improvements				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Base for paving	$2,520	$0	$3,780	$6,300
Paving for alley repair	$0	$0	$19,467	$19,467
Concrete Sidewalks	5852.9	$0	$0	$5,853
ADA Signs	$3,000	$0	$0	$3,000
Parking Lot Striping	$2,100	$0	$0	$2,100
Pavers - unilock Prominade concrete on asphalt setting bed	$0	$0	$19,692	$19,692
Curbs and Gutters	$0	$0	$5,299	$5,299
Chain Link enclosure	$9,577	$0	$0	$9,577
Chain Link enclosure	$14,158	$0	$0	$14,158
Swing gate for chain link	$650	$0	$0	$650
Swing gate for chain link	$1,950	$0	$0	$1,950
Tree	$0	$0	$0	$0
Subtotal (Exterior Improvements)	$39,808	$0	$48,237	$88,045
Utilities				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Utilities	$75,000	$0	$0	$75,000
Subtotal (Utilities)	$75,000	$0	$0	$75,000
Total Site Improvement Costs	**$321,960**	**$0**	**$48,237**	**$370,198**

Building Shell (Hard Costs)				
Concrete				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Slab On Grade	$80,842	$0	$0	$80,842
Base for Slab	$13,480	$0	$0	$13,480
Slab on deck	$115,086	$0	$0	$115,086
Elevator Pit Walls	$4,445	$0	$0	$4,445
Grade Beams	$92,520	$0	$0	$92,520
PDM Package	$2,054,317	$0	$0	$2,054,317
Subtotal (Concrete)	$2,360,689	$0	$0	$2,360,689
Metal				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Pipe Bollards	$15,000	$0	$0	$15,000
Steel Canopy	$0	$30,000	$0	$30,000
Subtotal (Metal)	$15,000	$30,000	$0	$45,000
Wood, Plastics, Composites				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Roof Blocking	$2,743	$0	$0	$2,743
Window Bucks	$2,443	$0	$0	$2,443
Window Bucks	$0	$1,170	$0	$1,170
Window Bucks	$0	$5,708	$0	$5,708
Solid Surface Vanity Tops with Intragal Bowls	$0	$1,502	$0	$1,502
Subtotal (Wood, Plastics and Composites)	**$5,186**	**$8,379**	**$0**	**$13,565**
Thermal and Moisture Protection				

Exhibit B

Item	Public Parking	Retail Suite	Streetscape	Total
Waterproof Elevator	$2,960	$0	$0	$2,960
Membrane Roofing	$15,336	$0	$0	$15,336
24-ga Kynar coated coping cap, standard color	$6,453	$0	$0	$6,453
Caulking and Sealants	$62,949	$0	$0	$62,949
Soffit Panels at storefronts	$0	$12,375	$0	$12,375
Insulation and waterproofing over retail	$0	$80,749	$0	$80,749
Subtotal (Thermal and Moisture Protection)	$87,698	$93,124	$0	$180,822
Openings				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Commercial Single door, frame & hardware	$12,840	$0	$0	$12,840
Aluminum-Framed Entrances & Storefronts	$15,949	$0	$0	$15,949
Aluminum Doors & Hardware	$3,210	$0	$0	$3,210
Commercial Single door, frame & hardware	$0	$12,840	$0	$12,840
Aluminum-Framed Entrances & Storefronts	$0	$54,612	$0	$54,612
Aluminum-Framed Entrances & Storefronts	$0	$22,148	$0	$22,148
Aluminum Doors & Hardware	$0	$9,630	$0	$9,630
Subtotal (Building Shell)	$31,999	$99,231	$0	$131,230
Finishes				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Metal Stud & Framing	$10,342	$0	$0	$10,342
Sealed Concrete, SpecChem's Spec Hard	$1,435	$0	$0	$1,435
Painting Drywall	$827	$0	$0	$827
Painting Drywall	$786	$0	$0	$786
Painting Doorframes	$589	$0	$0	$589
Paint Stairs	$6,000	$0	$0	$6,000
Metal Stud Framing & drywall	$0	$51,868	$0	$51,868
Framing and sheeting at storefronts	$0	$1,935	$0	$1,935
Framing and sheeting at storefronts	$0	$858	$0	$858
Wall Tile	$0	$7,246	$0	$7,246
Floor Tile	$0	$4,307	$0	$4,307
Acoustic Ceiling Tile	$0	$1,482	$0	$1,482
Sealed Concrete, SpecChem's Spec Hard	$0	$851	$0	$851
Painting Drywall	$0	$2,043	$0	$2,043
Painting Doorframes	$0	$321	$0	$321
Subtotal (Commercial Condominium)	$19,978	$70,912	$0	$90,889
Specialties				
item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Signage allowance	$25,000	$0	$0	$25,000
Toilet Partitions		$3,105	$0	$3,105
Grab Bars		$621	$0	$621
Toilet Paper Holders		$466	$0	$466
Mirror		$1,240	$0	$1,240
Soap Dispenser		$207	$0	$207
Paper Towel Dispenser		$310	$0	$310
Subtotal (Specialties)	$25,000	$5,949	$0	$30,949
Conveying System				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Hydrolic Elevator, Standard	$105,000	$0	$0	$105,000
Subtotal (Conveying System)	$105,000	$0	$0	$105,000
Fire Suppression				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Standpipe	$6,295	$0	$0	$6,295
Subtotal (Fire Suppression)	$6,295	$0	$0	$6,295
Plumbing				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Drainage for Parking Area	$73,534	$0	$0	$73,534
Drinking Fountain		$1,500	$0	$1,500
Plumbing for shell space		$36,393	$0	$36,393
Urinal		$1,200	$0	$1,200

Exhibit B

Sink, counter mount		$5,600	$0	$5,600
Toilet, commercial floor mount		$3,414	$0	$3,414
Subtotal (Plumbing)	$73,534	$48,107	$0	$121,641
HVAC				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
HVAC for Shell Space	$0.0	$36,393.0	$0.0	$36,393
Subtotal (HVAC)	$0.0	$36,393.0	$0.0	$36,393.0
Electrical				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Electrical for Parking	$183,835	$0	$0	$183,835
Electrical for shell space		$41,592	$0	$41,592
Light Poles	$0	$0	$30,000	$30,000
Subtotal (Electrical)	$183,835	$41,592	$30,000	$255,427
Total Building Shell (Hard Costs)	**$2,914,214**	**$433,686**	**$30,000**	**$3,377,900**

Tenant Improvements/FF&E				
Equipment				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Benches	$0	$0	$5,000	$5,000
Subtotal (Equipment)	$0	$0	$5,000	$5,000
Parking Equipment				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Parking Equipment	$80,181	$0	$0	$80,181
Subtotal (Equipment)	$80,181	$0	$0	$80,181
TI/FF&E (Hard Costs)	**$80,181**	**$0**	**$5,000**	**$85,181**

Soft Costs/Fees				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Design Fees	$88,958	$11,577	$0	$100,535
General Conditions	$365,853	$46,695	$0	$412,548
Builders Risk Insurance	$11,268	$1,438	$0	$12,706
General Liability Insurance	$40,357	$5,151	$0	$45,507
General Contractor Fee	$203,800	$26,012	$0	$229,812
Development Fee	$219,570	$28,024	$0	$247,594
Total (Soft Costs)	**$929,806**	**$118,896**	**$0**	**$1,048,702**

Contingencies				
Item	**Public Parking**	**Retail Suite**	**Streetscape**	**Total**
Construction Contingency (%)	$169,980	$21,684	$0	$191,664
Total Fees/Contingencies	**$169,980**	**$21,684**	**$0**	**$191,664**

Total Project CapX Cost	**$4,859,633**	**$631,954**	**$83,237**	**$5,574,824**

CEDAR FALLS COMMUNITY MAIN STREET

310 East 4th Street
Cedar Falls, IA 50613

Phone: 319-277-0213
www.communitymainstreet.org

2020-2021
Board of Directors:

Crystal Ford - President
Natalie Brown
Wynette Froehner
Lexie Heath
Ty Kimble
Audrey Kittrell
Dan Lynch
Amy Mohr
Clark Rickard
Stephanie Sheetz
Julie Shimek
Mark Schowalter
Brad Strouse

July 16, 2020

Mayor Rob Green
City Hall - City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Mayor Green, City Council and City Staff,

On behalf of the Community Main Street Board of Directors, I am writing a letter to support the proposed River Place Development Parking Ramp that is being submitted to the City of Cedar Falls. The River Place Development has enhanced the look of the Downtown District over the last five years with the expansion of places to work, live and play.

When talking of the Downtown District, the topic of parking is frequently referenced, whether a belief that there is too little or too much of it. The overall objective of the parking system is to provide and maintain consumer-friendly parking for guests to the Cedar Falls Downtown District. The 2018 Parking Study and 2019 implementation of the recommendations has been an investment by the City, with Community Main Street support, to address ongoing concerns about parking availability from community members and downtown stakeholders. The parking ramp project would be the added exclamation point to the River Place Development and what it offers to the district.

The CMS board fully supports the idea of collaboration between the City and the River Place Development to enhance parking in the District. While the District's growth and popularity is an asset to our community, not being able to provide adequate parking for our customers, residents and employees deters them from spending time downtown and encourages them to go elsewhere.

As previously stated, the board supports this initiative, while also understanding that it involves many moving parts in regard to parking enforcement and a paid system. We wish to continue to be a part of the conversation as parking and its enforcement is continually evaluated and evolves.

We sincerely appreciate the collaboration on this project and are extremely excited to see what this project will bring to the District.

Best regards,

Kim Bear
Executive Director
Community Main Street

Board President
Community Main Street

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 & City Council**

From: Jeff Olson, Public Safety Director

Date: July 14, 2020

Re: **Electric Extrication Tool Purchase**

The Fire Division has been reviewing the need, advantages and differences of electric extrication tools for several months. Electric tools are more portable as they don't have the hydraulic cable and motor system to carry with the tools. The electric extrication tool set will become our primary extrication set.

We applied for and received a grant for 50% of the cost up to $25,000 from the Sartori Health Trust Grant earlier this year. The grant funds became available July 1st this year.

Three companies brought in their products for demonstrations and provided a quote for their product. Many Firefighters attended the demonstrations and provided their input into the strengths and weaknesses for each tool and their preference for purchase.

TNT from Sandry Fire Supply	$26,502.24
Genesis from Equipment Management Company	$29,188.80
Hurst from Alex Air Apparatus	$33,645.00

We have listed the differences between the products in the following bullet points.

- Throttle: The TNT grip is a motorcycle style grip/throttle. The Genesis and Hurst have a thumb throttle. The thumb throttle reduces the risk of a pinched or crushed hand. The thumb throttle lessons the need to readjust the tool to avoid the potential pinch allowing for quicker extrication.
- Grip/Slippage: During the demo of the three tools, firefighters noted the Genesis and Hurst had a better tip grip and less slippage during use. This better grip allowed for less adjusting of the tool and allowed for quicker extrication work and less chance of injury due to slippage.

- Battery Life: The TNT battery life was approximately 15 minutes in length. The Genesis and Hurst had a one hour battery life. The longer battery life allowed for fewer interruptions to exchange batteries. The longer battery life also allows for the purchase of fewer batteries. The motors are brushless on the Genesis and Hurst. The battery on the Genesis had a low warning notice when getting low on power.
- The location of the battery is centered for the Genesis and Hurst and is side mounted on the TNT. The side mounted battery could get pinched during use which could cause the need to have the extrication tool extricated if the battery was to die at that time, which is more likely due to the much lower battery life.
- The Genesis has a swivel handle which allows for moving the handle to avoid a pinch scenario or to lessen the number of times the tool has to be readjusted. The other two tools do not have this option.
- The firefighters further thought that the Genesis tool is more balanced and easier to control during this critical need and use.
- Equipment Management Company, the seller of the Genesis is also offering training for each of the next 3 years at no cost.

Due to the many advantages the Genesis and Hurst have over the TNT tools, we are requesting the purchase of the Genesis tool. The Genesis and Hurst are a comparable product and both are of higher quality than the TNT. The Genesis is the lower cost of the two higher quality products for $29,188.80 which will be a total cost of $16,688.80 after grant funding reimbursement. We are requesting the purchase of the Genesis tools. We intend to pay for the equipment with capital project funds. Thank you for your consideration.

SANDRY FIRE SUPPLY

Quote

 # EST-003042

Sandry Fire Supply LLC
618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Bill To
Cedar Falls, IA Fire-Rescue
220 Clay Street
Cedar Falls, IA 50613-2726

Estimate Date : 08/19/19
Reference# : TNT Rescue System
Sales person : Neal Stapelkamp

#	Item & Description	Qty	Rate	Amount
1	tntEBFC-320-D TNT M28 Volt 9.12 Inch Brute Force C-Cutter	1.00 Each	8,997.80	8,997.80
2	tntES-100-32-D(18) M28 Volt 32 Inch Spreader	1.00 Each	8,953.29	8,953.29
3	tntETLS-40(18) M28 Volt 40" Telescoping Ram	1.00 Each	6,575.75	6,575.75
4	tntPS28/110 Storm Power Supply	1.00 Each	1,386.90	1,386.90
5	tntCP-10 Chain Package	1.00 Each	588.50	588.50
			Sub Total	26,502.24
			Total	**$26,502.24**

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping will be charged in addition when incurred.

Pending

Equipment Management Company
22824 West Winchester Drive
Channahon, IL 60410
USA
815-467-8762
Fax: 815-467-8763

Quote 10035

Order Date: 07/01/2020
Printed Date: 07/02/2020
Page: 1

Bill To:

Cedar Falls Fire Department
Attn: Lt John Zolondek
4600 Main Street
Cedar Falls, IA 50613
USA

Ship To:

Cedar Falls Fire Department
Attn: Lt John Zolondek
4600 Main Street
Cedar Falls, IA 50613
USA

Customer ID	Purchase Order	Valid Until	Ship Via	F.O.B.	Sales Rep	Ship From
CEDFAL	QUOTE	/ /	Best Way	Origin	BHAL	DIRECT

Ord Qty			U.O.M.	Item Number	Item Status	Unit Price	Discount	Tax	Extended Price
			Description				Est Ship Date		
1			EACH	ART.107.779.1	Sale	9,720.00000	0.000	N	9,720.00
			S53 Spreader eForce 2.0				07/01/2020		
1			EACH	ART.109.351.4	Sale	9,968.00000	0.000	N	9,968.00
			C236-SL3 Nxtgen eForce				07/01/2020		
1			EACH	ART.107.834.2	Sale	7,824.00000	0.000	N	7,824.00
			22-54 Telescopic Ram eForce 2.0				07/01/2020		
1			EACH	ART.106.042.6	Sale	988.00000	0.000	N	988.00
			New AC Adapter for the E-Force Tools 110 VAC Tethering				07/01/2020		
1			EACH	ART.281.920.8	Sale	545.00000	0.000	N	545.00
			STD Chain Pkg for S53				07/01/2020		
1			EACH	ART.105.375.5	Sale	0.00000	0.000	N	0.00
			M28 Milwaukee 28V 5AH Battery - Free w/ each Tool Purchase				07/01/2020		
1			EACH	ART.105.409.7	Sale	0.00000	0.000	N	0.00
			Milwaukee Single Bay Charger 120V AC/28V (USA) Free w/ each Tool Purchase				07/01/2020		
1			EACH	ART.107.677.2	Sale	53.00000	0.000	N	53.00
			Handle - Side - Plastic				07/01/2020		
2			EACH	ART.811.677.6	Sale	6.00000	0.000	N	12.00
			SCREW- SIDE PLASTIC				07/01/2020		
2			EACH	ART.107.691.2	Sale	37.00000	0.000	N	74.00
			BUSHING-SIDE PLASTIC HANDLE				07/01/2020		
1			EACH	ART.812.489.2	Sale	4.80000	0.000	N	4.80
			Washer for 49xl				07/01/2020		

Non Taxable Subtotal	
Taxable Subtotal	
Order Discount	
Order Total	

Pending

Equipment Management Company
22824 West Winchester Drive
Channahon, IL 60410
USA
815-467-8762
Fax: 815-467-8763

Quote 10035

Order Date: 07/01/2020
Printed Date: 07/02/2020

Bill To:

Cedar Falls Fire Department
Attn: Lt John Zolondek
4600 Main Street
Cedar Falls, IA 50613
USA

Ship To:

Cedar Falls Fire Department
Attn: Lt John Zolondek
4600 Main Street
Cedar Falls, IA 50613
USA

Customer ID	Purchase Order	Valid Until	Ship Via	F.O.B.	Sales Rep	Ship From
CEDFAL	QUOTE	/ /	Best Way	Origin	BHAL	DIRECT

Ord Qty			U.O.M.	Item Number	Item Status	Unit Price	Discount	Tax	Est Ship Date	Extended Price
1			EACH	FREIGHT	Freight	0.00000	0.000	N		0.00
			Freight will be billed once order has shipped						07/01/2020	

Non Taxable Subtotal	29,188.80
Taxable Subtotal	0.00
Order Discount	0.00
	0.00
Order Total	29,188.8

11897 Co. RD 87 SE
Alexandria, MN 56308
Phone: 800-264-2320
Fax: 320-763-9077
Email: info@alexairapparatus.com
Web Site: *www.alexairapparatus.com*

QUOTE

Date	Customer PO
6/24/2020	

BILL TO
Cedar Falls Fire Dept 4600 S. Main St Cedar Falls, Iowa 50613 Lt John Zolondek 319-273-8619 John.Zolondek@cedarfalls.com

SHIP TO

S.O. #	Promise Date	Terms	Sales Rep
		N30	816

P.O.#	QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
				Hurst eDraulic Battery Tools		$0.00
				Each package contains tool, two batteries and charger.		$0.00
						$0.00
	1		272799000	S 799 E2 Cutter Package	$11,565.00	$11,565.00
						$0.00
	1		271777000	SP 777 E2 Spreader Package	$12,244.00	$12,244.00
						$0.00
	1		274085000	R 421 E2 Ram Package	$8,244.00	$8,244.00
						$0.00
	1		81-67-20	KVS 11 Chain Package	$908.00	$908.00
						$0.00
	1		272085412	110v Adapter w 25' Cord	$684.00	$684.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00

**CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX*

**FREIGHT PREPAID & ADDED*

**F.O.B SHIPPING POINT*

	SHIPPING:	
Tax Rate	SUB:	$33,645.00
	TAX:	$0.00
	TOTAL:	$33,645.00

DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 9, 2020

SUBJECT: W. 1st Street Reconstruction Project
Project # RC-000-3118
Property Acquisitions & Temporary Easements

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1st Street from Hudson Road to the Center/Franklin Street intersection. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. This project is currently in construction, acquisitions of the necessary right of way needs are underway for any construction conflicts that are encountered out in the field, such as unforeseen underground conflicts such as tree roots, utility services, or structural stability needs.

Appraisals and offers are sent to the properties affected by this corridor reconstruction project as construction conflicts are encountered. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
64	HCC Properties , LLC	1116 W. 1st Street	Tree Replacement

Funding for this offer will be provided through the project construction costs that are identified in the Cedar Falls Capital Improvements Program in under item number 140. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the W. 1st Street Reconstruction project.

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

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

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1116 W. 1st St. COUNTY TAX PARCEL NO.8914-11-276-006
PARCEL NO. 64
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2020, by and between HCC Properties, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: See Attached Exhibits - N/A

   FEE Acquisition
   See attached – N/A

   Temporary Easement
   See attached – N/A

   and which include the following improvements of whatever type situated on the premises: _____.

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
$_____	on right of possession	_____
$_____	on conveyance of title	_____
$_____	on surrender of possession	_____
$_____	on possession and conveyance	60 days after Buyer approval
$ 500.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	$_____
Permanent Utility Easement	_____ sq. ft.	$_____
Temporary Easement	_____ sq. ft.	$_____
Miscellaneous/Other	Tree Replacment	$ 500.00
Buildings		$_____
Severance Damages		$_____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.

6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.

7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

   Names and address of lienholders are: HCC Properties, LLC – P.O. Box 92 Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.

9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.

12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

HCC Properties, LLC

member 6-24-20

Name/Title Date Name/Title Date

1. For an acknowledgment in an individual capacity:

State of _____

County of _____

This record was acknowledged before me on _____

_____(Date) by _____

_____

Name(s) of individual(s).

_____

Signature of notarial officer

2. For an acknowledgment in a representative capacity:

HCC Properties, LLC

State of Iowa

County of Black Hawk

This record was acknowledged before me on 6-24-2020

_____(Date) by _____

_____

Name(s) of individual(s) as Kade Hoppenworth

Member (type of authority, such as officer or trustee)

of HCC Properties, LLC.
(name of party on behalf of whom record was executed) .

Angel Meggers
Signature of notarial officer

NOTARIAL SEAL IOWA
ANGEL J MEGGERS
COMMISSION NO.779568
MY COMMISSION EXPIRES
7-29-2020

BUYER'S APPROVAL

By: _____
Rob Green, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2018, by Rob Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

_____
Notary Public in and for the State of Iowa

DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 10th, 2020

SUBJECT: McMahill 1st Addition
Final Acceptance of Improvements
Project No. SU – 329 - 3135

Construction work has been completed on the public improvements for McMahill 1st Addition. The project was designed by Hall & Hall Engineers, Inc., and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by the City of Cedar Falls.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance.

The McMahill 1st Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Sands Addition.

Matthew Tolan — July 10th, 2020

Matthew Tolan, EI, Civil Engineer II — Date

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

DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Shane Graham, Economic Development Coordinator
Matthew Tolan, EI, Civil Engineer II

DATE: July 13, 2020

SUBJECT: McMahill First Addition Final Plat

REQUEST: Request to approve the McMahill First Addition Final Plat

PETITIONER: City of Cedar Falls and Cedar Falls Community School District, Hall and Hall Engineers

LOCATION: 40 acre parcel west of the Prairie Winds Addition

PROPOSAL

It is proposed to create three (3) lots for school and parkland development on a 40 acre parcel in southwestern Cedar Falls.

BACKGROUND

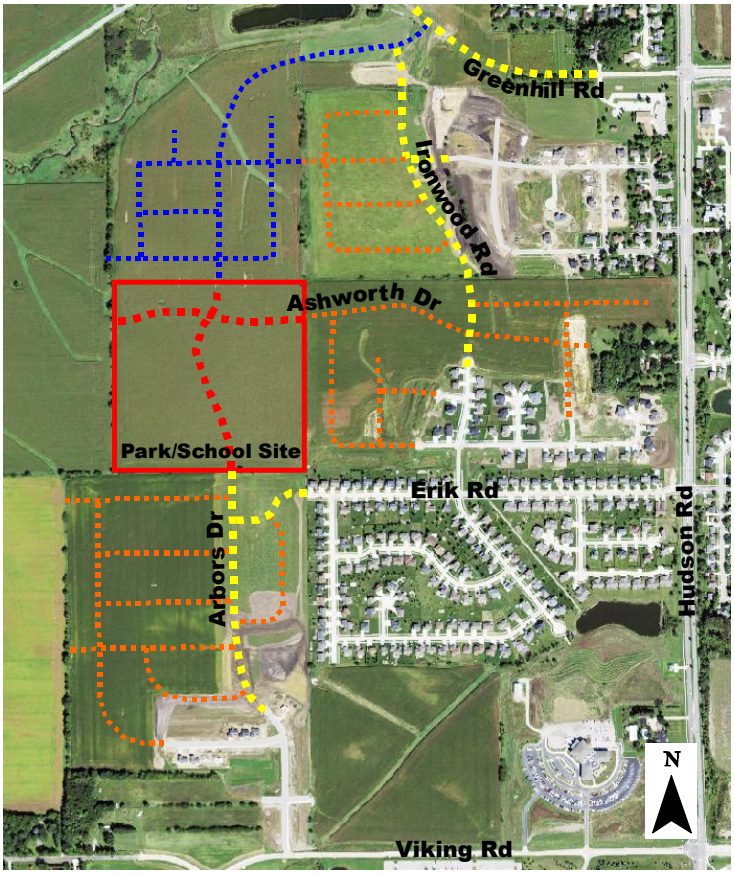
This 40 acre property was purchased by the City of Cedar Falls and the School District in the spring of 2007 with the intent of developing a new elementary school and city park. The preliminary plat for this parcel was reviewed and approved by the Planning & Zoning Commission on October 26, 2016, and approved by City Council on January 16, 2017. The school opened in 2018, but the final plat has not been forwarded to Council for approval as there were still some outstanding public improvements that the contractor needed to complete before the City accepted the public improvements. Those improvements have now been completed and the City is ready to approve the final plat and accept the public improvements.

ANALYSIS

The subdivision plat is located on 40 acres of land in the southwest portion of Cedar Falls. Arbors

Drive is the north/south street that bisects the subdivision and Ashworth Drive will provide a connection to the east from Arbors Drive. Ashworth Drive is located to the north of the school site. The school lot (Lot 1) to the east of Arbors Drive is 15.45 acres. The city will retain the land to the west of Arbors Drive for a future park and play fields. This lot (Lot 2) is 14.31 acres in area. Tract D (1.86 acres) will be retained by the school district along the north side of Ashworth Drive. Tracts C, E and F make up 4.82 acres collectively and will be used for storm water detention purposes.

Access to the school and park must be carefully planned and staged in order to provide the adequate traffic routing and safety for the students and their parents. Residential development to the east and north are currently underway or are in the planning stages at this time. As previously mentioned, Arbors Drive is a north/south street that bisects the entire plat. The north end of Arbors Drive will eventually connect into the new Greenhill Road extension. The land between Greenhill Road and the McMahill Plat is in the early stages of development with the recently approved MU District zoning and mixed use development at the north end of the adjacent parcel. The second street included in this plat is Ashworth Drive extending easterly from Arbors Drive to the east limits of the plat. This street will connect into the Prairie Winds development.



A westerly connection off of Arbors Drive is identified as a “placeholder” on the plat that extends from Ashworth Drive to the western limits of the plat. During the review of the preliminary plat, the Planning and Zoning Commission members felt that it was necessary to have adequate access into the subdivision from all directions. This westerly connection into the property will be guided by the future development surrounding this plat. At that time, this westerly connection may be through the park or located on the adjacent developments to the north and south of the plat. The Arbors subdivision identifies a planned connection near the northwest corner of the subdivision that extends the street network through the land adjacent to the westerly edge of the city park. The future subdivision to the north is unplatted. As this area is developed there may be an opportunity to extend the roadway network near the southwest corner of the plat, which is adjacent to the northwest corner of the McMahill First Addition.

The pedestrian access to the school and park is another key to the success of the development. There is a 10-foot wide recreational trail along the east side of Arbors Drive along with a 4-foot wide sidewalk along the west side of Arbors Drive. Constructing the trail north to Greenhill Road and south to Erik Road will be an area of focus with the adjacent developers. Currently, a 10-foot wide trail exists along the east side of Arbors Drive. At its intersection with Erik Road, the

trail crosses Arbors Drive and continues along the east side of the road. Future east/west trail connections may be provided to the adjacent residential subdivisions through planned pedestrian easements located near the school site.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer must extend the utility services. The easements on the plat satisfy CFU requirements.

The plat is located outside of the designated 100-year floodplain.

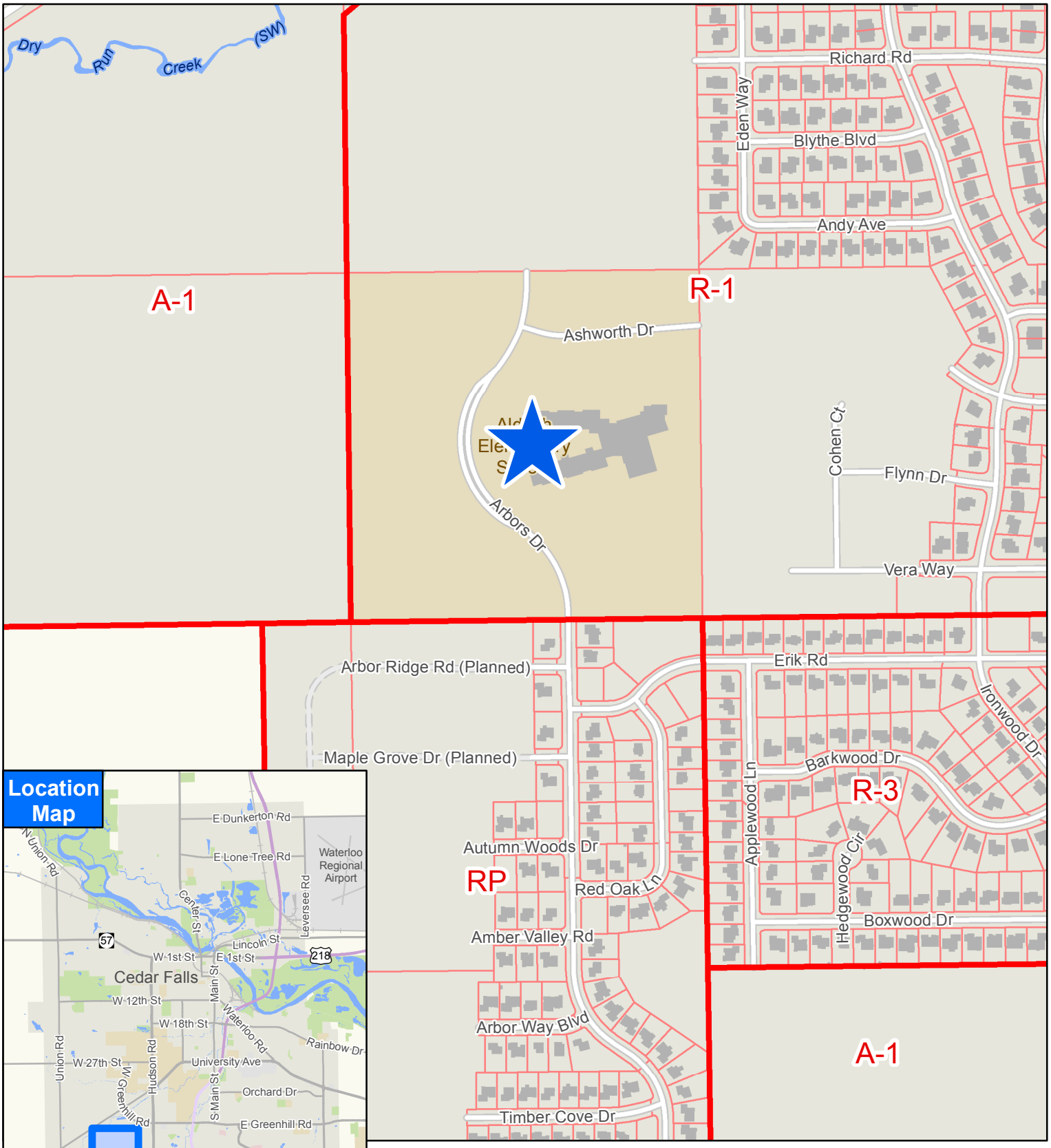
STAFF RECOMMENDATION

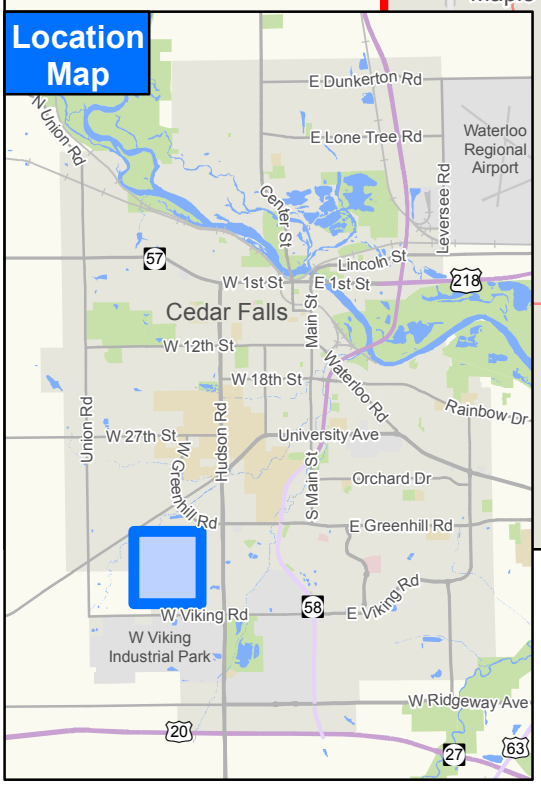
The Community Development Department recommends approval of the McMahill First Addition Final Plat.

PLANNING & ZONING COMMISSION

Discussion/Vote 3/22/2017	Mr. Graham provided background information. The plat is located west of Erik Road, northwest of the Meadows Subdivision and west of the Prairie Winds subdivision. In October 2016 the preliminary plat was reviewed and approved. Lot 1 is where the new elementary school will be located and Lot 2 will contain a City park. Staff recommends approval of the plat. Mr. Arntson made a motion to approve. Mr. Holst seconded the motion. The motion was approved unanimously with 6 ayes (Arntson, Giarusso, Holst, Leeper, Saul and Wingert), 1 abstention (Oberle) and 0 nays.

Cedar Falls City Council
July 20, 2020





CEDAR FALLS Iowa

McMahill 1st Addition Final Plat

Prepared by: Brent Jackman, P.E., Hall & Hall Engineers, Inc., 1860 Boyson Road, Hiawatha IA 52233, (319) 362-9548

DEED OF DEDICATION
FOR
MCMAHILL FIRST ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, STATE OF IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the City of Cedar Falls and the Cedar Falls Community School District, (hereinafter referred to as the "Owner,") being desirous of setting out and platting into lots and streets the land described in the attached Legal Description, Exhibit "A," does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Black Hawk County, Iowa, the same to be hereafter known as:

McMahill First Addition
In the City of Cedar Falls, Black Hawk County, Iowa,

All of which is with the free consent and desire of the said Owner, and the Owner does hereby designate and set apart for public use the recreational trail and public sidewalk along Arbors Drive and public sidewalk along Ashworth Drive as shown on the attached Plat.

EASEMENTS

The Owner hereby grants and conveys to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, drain tile, surface drainage, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building and maintenance of said services over, across on and/or under the property shown on the attached Plat.

The Owner does hereby further grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, a perpetual, non-exclusive easement for the maintenance and repair of sidewalks and a pedestrian trail for recreational use through the property in the location identified on the attached Plat.

RESTRICTIONS

The Owner does hereby covenant and agree for itself and its successors and assigns that each and all of the lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or its successors in interest may hereinafter make

for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. The owner of each said lot, vacant or improved, shall keep said lot free of weeds and debris, and any onsite trash and garbage collection sites shall be screened from public view and maintained in a neat and orderly fashion.

2. The development of this property shall be in accordance with and governed by the R-1, Residence District as set forth in the Cedar Falls Zoning Ordinance. Use of this property shall be governed by the Zoning District restrictions which are applicable thereto.

3. Each portion of the property shall be made subject to the covenants, restrictions, easements, obligations, and other provisions of that certain Charter for McMahill First Addition to be recorded by the Owner prior to the conveyance by Owners of any portion of the property (such Charter, as it may be amended from time to time in accordance with its terms, is referred to herein as the "Charter"). The Charter shall be binding upon the owners, lessees, and occupants of each portion of the property made subject to the Charter and any other person or entity holding any interest in such property, as well as their respective guests and invitees. The record owner of each lot or condominium unit within the property subject to the Charter shall, upon acquisition of title to such lot or unit, automatically become a member of a mandatory membership owners association as identified in the Charter (the "Association") and shall remain a member as long as he or she holds title to such property. Membership in the Association shall be appurtenant to and may not be separated from ownership of such lot or condominium unit. The Association shall be organized to perform such obligations and exercise such powers as are assigned and granted to it in the Charter and its articles of incorporation and bylaws, which may include, without limitation, administering and enforcing the Charter, the design guidelines adopted pursuant thereto, and such reasonable rules as the Association may adopt consistent with the Charter, and maintenance of common areas and other property as authorized in the Charter and supplements thereto. Each record owner shall have such voting rights in the Association and such liability for a share of the common expenses of the Association as described in the Charter and the by-laws of the Association. The financial obligations of each record owner to the Association shall be a personal obligation of such owner and shall be secured by a lien in favor of the Association against the owner's property under the Charter.

4. If any parties or their transferees, successors, grantees, heirs or assigns shall violate or attempt to violate any of the restrictions, covenants or requirements herein, it shall be lawful for any person, party or entity owning property in this subdivision to prosecute any proceedings at law or in equity against any party or parties violating or attempting to violate any such covenants, restrictions or requirements, for the purpose of preventing such acts or to recover damages for such violations, or both, and for costs and reasonable attorney fees to be determined by the Court and not by statute.

5. Invalidation of these restrictions by judgment, decree or court order shall in no way affect any of the other provisions of this Deed of Dedication and such other provisions shall remain in full force and effect.

6. The covenants and restrictions set forth in this Deed of Dedication shall run with the land and shall inure to the benefit of and be enforceable by the owner of any land located in the plat, which is the subject of this Deed of Dedication, and their legal representatives, heirs, successors and assigns for a term of twenty-one (21) years from and after the date of filing of this plat in the office of the Recorder of Black Hawk County, Iowa. Said covenants and restrictions may be extended for successive twenty-one (21) year periods thereafter, upon the filing of a verified claim by the owner of any one (1) lot or tract of land in the subdivision, in the manner provided in Iowa Code Sections 614.24 through 614.28, Code of Iowa.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

The Owner, in consideration of approval of this Plat by the Cedar Falls Planning and Zoning Commission and the City Council of the City of Cedar Falls, Iowa, agrees for itself, its successors and assigns, as follows:

1. That concrete sidewalks four inches thick will be installed during or immediately after construction of a building on any particular lot. The recreational trail along the east side of Arbors Drive will be 10-foot wide and the sidewalks along the west side of Arbors Drive and along Ashworth Drive will be 4-foot wide, and are to be installed by individual lot owners during or after construction of a building as set forth above.

2. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the subdivision will be provided.

3. That underground utilities, as required by the City of Cedar Falls Subdivision Ordinance, shall be installed.

4. That City water shall be provided and stubbed in to each lot as required by the Cedar Falls Municipal Utilities.

5. That Municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.

6. That storm sewer will be provided as required by the City Engineer of the City of Cedar Falls.

7. That handicap ramps will be provided as required by law.

8. All buildings erected on any lot in said subdivision shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.

9. All signs erected on any lot is said subdivision, including building wall signage will comply with the R-1 Zoning Ordinance requirements.

10. The Developer shall construct and install all required public improvements within the subdivision plat, to conform to approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

    (a) Shall be constructed and installed in a good and workmanlike manner;

    (b) Shall be free of defects in workmanship or materials;

(c) Shall be free of any conditions that could result in structural or other failure of said improvements;

(d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;

(e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

11. The Tracts in said subdivision shall be used as follows:

(a) Tract "A" and Tract "B" to be deeded to the City of Cedar Falls as public road right of way.

(b) Tract "C" to be deeded to the City of Cedar Falls as public storm water management area.

(c) Tract "D" to be used for athletic field.

(d) Tract "E" and Tract "F" to be used for storm water management areas

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

12. That the work and improvements called for herein shall be in accordance with City specifications under the supervision of the City Engineer and shall be completed within one year of the date of approval of the final Plat. Further, the Owner and its successors and assigns shall comply with site plan review and approval by the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council.

13. That in the event the improvements called for herein shall not be performed in accordance with the City Ordinances and the above Agreement, the City may perform said work, levy the costs thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on all of the lots in this addition with the same force and effect as though all legal provisions relating to the levy of such special assessments have been observed and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

IN WITNESS WHEREOF, this instrument has been signed at Cedar Falls, Iowa, this ____ day of _____, 2020.

CITY OF CEDAR FALLS

By: _____
Robert M. Green, Mayor

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Robert M. Green as Mayor, City of Cedar Falls.

_____
Notary Public in and for the State of Iowa

IN WITNESS WHEREOF, this instrument has been signed at Cedar Falls, Iowa, this ____ day of _____, 2020.

CEDAR FALLS COMMUNITY SCHOOL DISTRICT

By: _____

_____, School Board President, Cedar Falls Community School District

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____ as School Board President, Cedar Falls Community School District.

_____
Notary Public in and for the State of Iowa

RESOLUTION NO. _____

RESOLUTION ACCEPTING AND APPROVING
THE FINAL PLAT OF
MCMAHILL FIRST ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK, IOWA

WHEREAS, the Cedar Falls Planning and Zoning Commission of the City of Cedar Falls, Iowa, did on the 22nd day of March, 2017, at a regular meeting of said Planning and Zoning Commission, approve the attached final plat, and recommend acceptance and approval thereof by the City Council of the City of Cedar Falls, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Cedar Falls, Iowa, that the attached plat heretofore filed to be known as:

MCMAHILL FIRST ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

be and the same is hereby accepted and approved and the Mayor and the City Clerk are hereby authorized and directed to certify a copy of the Resolution to the County Recorder of Black Hawk County, Iowa.

ADOPTED AND PASSED this ____ day of _____, 2020.

By: _____
Robert M. Green, Mayor of Cedar Falls, Iowa

_____
Jacqueline Danielson, MMC
City Clerk of Cedar Falls, Iowa

CERTIFICATE

I, Jacqueline Danielson, MMC and City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of the Resolution Number _____ duly and legally adopted by the City Council of said city of the _____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affix the official seal of the City of Cedar Falls, Iowa, this _____ day of _____, 2020

_____
Jacqueline Danielson, MMC
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 M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 15th, 2020

SUBJECT: 2020 Seal Coat Project
Project No. SC-000-3234
Bid Opening

On Tuesday, July 14th, 2020 at 2:00 p.m., bids were received and opened for the 2020 Seal Coat Project. A total of two (2) bids were received, with ASTECH Corp the apparent low bidder:

	Base Bid
Engineering Estimate	**$244,669.50**
ASTECH Corp	**$219,995.82**
Fahrner	**$355,682.03**

The Engineer's Estimate for this project was $244,669.50. ASTECH Corp of St Cloud, MN submitted the low bid in the amount of $219,995.82. Attached is a bid tabulation for your reference. Funding for the project is provided by the City's Street Construction Fund (SCF) and also the Local Options Sales Tax (LOST).

We recommend acceptance of the lowest bid from ASTECH Corp in the amount of $219,995.82. Also on July 20th, 2020, the Contract and Insurance Certificate have been submitted for City Council approval.

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

TABULATION OF BIDS

2020 Seal Coat Project
Project Number: SC-000-3234

March 10, 2020 @ 2:00 PM	BASE BID			ENGINEER'S ESTIMATE		ASTECH CORP		FAHRNER		BID AVERAGE	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	SURFACE PREPARATION	SY	90,942.2	$0.30	$27,282.66	$0.30	$27,282.66	$0.30	$27,282.66	$0.30	$27,282.66
2	SEAL COAT	SY	90,942.2	$2.20	$200,072.84	$1.71	$155,511.16	$3.35	$304,656.37	$2.53	$230,083.77
3	PAVEMENT MARKINGS, PAINTED	STA	34.4	$60.00	$2,064.00	$55.00	$1,892.00	$95.00	$3,268.00	$75.00	$2,580.00
4	PAVEMENT MARKINGS, HANDICAPPED SYMBOLS	EACH	2.0	$65.00	$130.00	$30.00	$60.00	$150.00	$300.00	$90.00	$180.00
5	PAVEMENT MARKINGS, RAILROAD CROSSING SYMBOLS	EACH	1.0	$120.00	$120.00	$250.00	$250.00	$175.00	$175.00	$212.50	$212.50
6	MOBILIZATION	LS	1.0	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00
7	TRAFFIC CONTROL	LS	1.0	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$12,500.00	$12,500.00
			TOTAL BASE BID		**$244,669.50**		**$219,995.82**		**$355,682.03**		**$287,838.93**
					Bid Security (10%)	X		X			
					Bidder Status Form	X		X			
					Non-Collusion Affidavit	X		X			

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 15th, 2020

SUBJECT: 2020 Seal Coat
Project No. SC-000-3234
Contract Documents

Attached for your approval are the Form of Contract; Certificates of Insurance; Business Certification and Form of Proposal with ASTECH Corp for the construction of the 2020 Seal Coat Project.

The Department of Public Works recommends approving and executing the contract with ASTECH Corp for the construction of the 2020 Seal Coat Project. This Project involves seal coating 10 street sections and 1 alley, covering 61,481.8 S.Y.; and 29,460.4 S.Y. at multiple single lane drives within 3 cemeteries and 8 parking lots. Work shall include proper surface preparation and proper placement and compaction of the surface.

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

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

FORM OF CONTRACT

This Contract entered into in triplicate at Cedar Falls, Iowa, this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and ASTECH Corp. of St. Cloud, MN, 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 - 2020 project, Project No. SC-000-3234, 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 15th day of June 2020, 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-000-3234 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

In Witness whereof, this Contract has been executed in triplicate on the date first herein written.

ASTECH Corp.

Mary L Aschenbrenner

Contractor Mary L. Aschenbrenner
Vice-President

CITY OF CEDAR FALLS, IOWA

By_____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (
7/

Item 21.

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 CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55401	**CONTACT NAME:** Teresa Wasick **PHONE (A/C, No, Ext):** 612-349-2400 **FAX (A/C, No):** 612-349-2490 **E-MAIL ADDRESS:** twasick@csdz.com
INSURED ASTECORI Asphalt Surface Technologies Corp DBA Astech Corp PO Box 1025 St Cloud MN 56302	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Phoenix Insurance Company — 25623 **INSURER B :** Travelers Property Casualty — 25674 **INSURER C :** Charter Oak Fire Insurance Company — 25615 **INSURER D :** Travelers Indemnity Company of America — 25666 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 45907750 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contr Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			VTNCO3L209819	10/31/2019	10/31/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Comp: $2,500 X Coll: $2,500			VTOCAP3L209807	10/31/2019	10/31/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto Phys Dmge	$ 1,000,000 $ $ $ $ ACV of Vehicle
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			CUP2P944803	10/31/2019	10/31/2020	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB2P93988A	10/31/2019	10/31/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D C	Stop Gap Installation Floater Storage-Temp Loc			UB2P93988A QT6607H358505	10/31/2019 10/31/2019	10/31/2020 10/31/2020	Applies in State of: $500,000 $250,000	North Dakota Ded: $5,000 Ded: $5,000

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

2020 Seal Coat Project – Project No. SC-000-3234

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability & Umbrella Liability: The City of Cedar Falls

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: The City of Cedar Falls

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

© 1988-2015 ACORD CORPORATION. All rights r .

Form of Proposal
Seal Coat - 2020
Project No. SC-000-3234
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Asphalt Surface Technologies Corporation a/k/a ASTECH Corp. 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 - 2020 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.	90,942.2	0.30	27,282.66
2	Seal Coat	S.Y.	90,942.2	1.71	155,511.16
3	Pavement Markings, Painted	STA.	34.4	55.00	1,892.00
4	Pavement Markings, Handicapped Symbols	EA.	2.00	30.00	60.00
5	Pavement Markings, Railroad Crossing Symbols	EA.	1.00	250.00	250.00
6	Mobilization	L.S.	1.00	20,000.00	20,000.00
7	Traffic Control	L.S.	1.00	15,000.00	15,000.00
				Total Bid	219,995.82

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 eight (8). 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 Ten Precent of the total bid amount in the form of a bid bond 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:
Asphalt Surface Technologies Corporation
a/k/a ASTECH Corp.

By: Dale R. Strandberg

PO Box 1025, St. Cloud, MN 56302
Official Address:

Vice-President
Title:

mlpopp@astechus.com
dr astech dale@hotmail.com

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 15th, 2020

SUBJECT: Clay Street Park Water Quality Improvements
Project No. ST-077-3146
Bid Opening

On Tuesday, July 14th, 2020 at 2:00 p.m., bids were received and opened for the Clay Street Park Water Quality Improvements Project. A total of four (4) bids were received, with Benton's Sand & Gravel the apparent low bidder:

	Base Bid
Engineering Estimate	**$182,864.50**
Benton's Sand & Gravel	**$176,494.61**
K. Cunningham Construction	**$198,528.65**
Veith Construction	**$205,027.50**
Dave Schmitt Construction	**$206,346.80**

The Engineer's Estimate for this project was $176,494.61. Benton's Sand & Gravel of Cedar Falls, Iowa submitted the low bid in the amount of $176,494.61. Attached is a bid tabulation for your reference. Funding for the project is provided by the City's Stormwater Bond and $150,000 from a Resource Enhancement and Protection (REAP) grant by the Iowa Department of Natural Resources.

We recommend acceptance of the lowest bid from Benton's Sand & Gravel in the amount of $176,494.61. Also on July 20th, 2020, the Contract, Bonds, and Insurance Certificate have been submitted for City Council approval.

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

TABULATION OF BIDS

Clay Street Park Water Quality Improvements
Project Number: ST-077-3146

March 10, 2020 @ 2:00 PM	BASE BID			ENGINEER'S ESTIMATE		Benton's Sand & Gravel		K. Cunningham Construction Company		Veith Construction Corporation		Dave Schmitt Construction Company		BID AVERAGE	
ITEM NO.	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
1	CLEARING AND GRUBBING	LS	1.0	$1,150.00	$1,150.00	$1,000.00	$1,000.00	$1,750.00	$1,750.00	$ 750.00	$750.00	$ 1,325.00	$1,325.00	$1,206.25	$1,206.25
2	EXCAVATION, CLASS 10	CY	950	$17.25	$16,387.50	$15.00	$14,250.00	$16.50	$15,675.00	$ 25.00	$23,750.00	$ 22.85	$21,707.50	$19.84	$18,845.63
3	TOPSOIL, ON-SITE	CY	216	$17.25	$3,726.00	$12.00	$2,592.00	$12.00	$2,592.00	$ 20.00	$4,320.00	$ 28.50	$6,156.00	$18.13	$3,915.00
4	MODIFIED SOIL, PLANTING MEDIUM	CY	310	$57.50	$17,825.00	$45.00	$13,950.00	$45.00	$13,950.00	$ 66.00	$20,460.00	$ 41.00	$12,710.00	$49.25	$15,267.50
5	STORM SEWER, TRENCHED, PVC, 12 IN.	LF	8	$115.00	$920.00	$400.00	$3,200.00	$400.00	$3,200.00	$ 500.00	$4,000.00	$ 467.00	$3,736.00	$441.75	$3,534.00
6	SUBDRAIN, HDPE, PERFORATED, 6 IN.	LF	425	$17.25	$7,331.25	$10.00	$4,250.00	$10.00	$4,250.00	$ 22.00	$9,350.00	$ 24.00	$10,200.00	$16.50	$7,012.50
7	SUBDRAIN CLEANOUT, A-1, 6 IN.	EA	2	$862.50	$1,725.00	$600.00	$1,200.00	$600.00	$1,200.00	$ 425.00	$850.00	$ 628.00	$1,256.00	$563.25	$1,126.50
8	SUBDRAIN CLEANOUT, A-2, 6 IN.	EA	1	$575.00	$575.00	$400.00	$400.00	$400.00	$400.00	$ 375.00	$375.00	$ 333.00	$333.00	$377.00	$377.00
9	SUBDRAIN CONNECTION, HDPE, 6 IN.	EA	4	$287.50	$1,150.00	$400.00	$1,600.00	$400.00	$1,600.00	$ 350.00	$1,400.00	$ 284.00	$1,136.00	$358.50	$1,434.00
10	INTAKE, SW-511	EA	1	$5,175.00	$5,175.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00	$ 5,000.00	$5,000.00	$ 4,075.00	$4,075.00	$4,018.75	$4,018.75
11	INTAKE ADJUSTMENT, MINOR	EA	2	$1,725.00	$3,450.00	$2,500.00	$5,000.00	$2,500.00	$5,000.00	$ 875.00	$1,750.00	$ 981.00	$1,962.00	$1,714.00	$3,428.00
12	CURB INLET	EA	1	$2,012.50	$2,012.50	$1,550.00	$1,550.00	$1,550.00	$1,550.00	$ 2,250.00	$2,250.00	$ 2,821.00	$2,821.00	$2,042.75	$2,042.75
13	CONNECTION TO EXISTING PIPE	EA	1	$1,725.00	$1,725.00	$500.00	$500.00	$500.00	$500.00	$ 1,000.00	$1,000.00	$ 845.00	$845.00	$711.25	$711.25
14	CURB AND GUTTER, 2 FT, 8 IN	LF	70	$57.50	$4,025.00	$43.25	$3,027.50	$43.25	$3,027.50	$ 47.00	$3,290.00	$ 40.00	$2,800.00	$43.38	$3,036.25
15	SIDEWALK, PCC, 4 IN	SY	111	$46.00	$5,106.00	$57.50	$6,382.50	$57.50	$6,382.50	$ 62.00	$6,882.00	$ 83.00	$9,213.00	$65.00	$7,215.00
16	SIDEWALK, PCC, 6 IN	SY	21	$63.25	$1,334.58	$143.00	$3,017.30	$143.00	$3,017.30	$ 155.00	$3,270.50	$ 206.00	$4,346.60	$161.75	$3,412.93
17	DETECTABLE WARNING	SF	20	$46.00	$920.00	$30.00	$600.00	$30.00	$600.00	$ 32.50	$650.00	$ 41.80	$836.00	$33.58	$671.50
18	DRIVEWAY, PAVED, TYPE B, PCC, 6 IN	SY	65	$57.50	$3,737.50	$121.50	$7,897.50	$121.50	$7,897.50	$ 132.00	$8,580.00	$ 117.00	$7,605.00	$123.00	$7,995.00
19	PAVEMENT REMOVAL	SY	150	$23.00	$3,450.00	$10.00	$1,500.00	$10.00	$1,500.00	$ 18.00	$2,700.00	$ 23.50	$3,525.00	$15.38	$2,306.25
20	ENGINEERING FABRIC	SY	480	$3.45	$1,656.00	$4.00	$1,920.00	$4.00	$1,920.00	$ 4.50	$2,160.00	$ 3.75	$1,800.00	$4.06	$1,950.00
21	STORAGE AGGREGATE	TON	300	$34.50	$10,350.00	$30.00	$9,000.00	$30.00	$9,000.00	$ 31.00	$9,300.00	$ 27.00	$8,100.00	$29.50	$8,850.00
22	FILTER AGGREGATE	TON	155	$34.50	$5,347.50	$30.00	$4,650.00	$30.00	$4,650.00	$ 35.00	$5,425.00	$ 29.00	$4,495.00	$31.00	$4,805.00
23	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SY	115	$155.25	$17,853.75	$132.74	$15,265.10	$104.49	$12,016.35	$ 145.00	$16,675.00	$ 146.00	$16,790.00	$132.06	$15,186.61
24	PCC EDGE RESTRAINT, 6 IN. CONCRETE SLAB, 4' WIDE	LF	550	$28.75	$15,812.50	$26.60	$14,630.00	$26.60	$14,630.00	$ 28.00	$15,400.00	$ 47.00	$25,850.00	$32.05	$17,627.50
25	TEMPORARY TRAFFIC CONTROL	LS	1	$2,875.00	$2,875.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$ 2,750.00	$2,750.00	$ 2,500.00	$2,500.00	$3,187.50	$3,187.50
26	BIOCELL, MULCH AND PLANTINGS	SF	3629	$6.90	$25,040.10	$4.14	$15,024.06	$8.50	$30,846.50	$ 4.50	$16,330.50	$ 4.55	$16,511.95	$5.42	$19,678.25
27	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	1	$5,750.00	$2,875.00	$5,000.00	$2,500.00	$6,534.00	$3,267.00	$ 5,500.00	$2,750.00	$ 5,500.00	$2,750.00	$5,633.50	$2,816.75
28	WATERING	MGAL	31	$34.50	$1,072.95	$175.00	$5,442.50	$120.00	$3,732.00	$ 195.00	$6,064.50	$ 192.50	$5,986.75	$170.63	$5,306.44
29	WARRANTY	LS	1	$2,300.00	$2,300.00	$1,750.00	$1,750.00	$1,200.00	$1,200.00	$ 1,800.00	$1,800.00	$ 1,925.00	$1,925.00	$1,668.75	$1,668.75
30	LARGE BIOCELL, OUTLET STRUCTURE, 6 IN.	EA	1	$1,150.00	$1,150.00	$4,750.00	$4,750.00	$5,450.00	$5,450.00	$ 6,500.00	$6,500.00	$ 5,030.00	$5,030.00	$5,432.50	$5,432.50
31	SILT FENCE	LF	300	$3.45	$1,035.00	$3.00	$900.00	$3.50	$1,050.00	$ 3.25	$975.00	$ 3.30	$990.00	$3.26	$978.75
32	SILT FENCE, REMOVAL OF DEVICE	LF	300	$0.86	$258.00	$1.50	$450.00	$0.75	$225.00	$ 1.75	$525.00	$ 1.65	$495.00	$1.41	$423.75
33	INLET PROTECTION DEVICE, FILTER SOCK	EA	3	$287.50	$862.50	$150.00	$450.00	$150.00	$450.00	$ 165.00	$495.00	$ 165.00	$495.00	$157.50	$472.50
34	CONSTRUCTION SURVEY	LS	1	$1,150.00	$1,150.00	$4,875.00	$4,875.00	$7,500.00	$7,500.00	$ 2,750.00	$2,750.00	$ 2,500.00	$2,500.00	$4,406.25	$4,406.25
35	MOBILIZATION	LS	1	$11,500.00	$11,500.00	$16,971.15	$16,971.15	$20,000.00	$20,000.00	$ 14,500.00	$14,500.00	$ 13,540.00	$13,540.00	$16,252.79	$16,252.79
			TOTAL BASE BID		**$182,863.63**		**$176,494.61**		**$198,528.65**		**$205,027.50**		**$206,346.80**		**$196,599.39**
			Bid Security (10%)			x		x		x		x			
			Bidder Status Form			x		x		x		x			
			Non-Collusion Affidavit			x		x		x		x			

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 15th, 2020

SUBJECT: Clay Street Park Water Quality Improvements
Project No. ST-077-3146
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; Business Certification and Form of Proposal with Benton's Sand & Gravel for the construction of the Clay Street Park Water Quality Improvements Project.

The Department of Public Works recommends approving and executing the contract with Benton's Sand & Gravel for the construction of the Clay Street Park Water Quality Improvements Project. This project involves the construction of two bioretention cells and a permeable alley along Clay Street Park.

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

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and James D. Snodgrass of Benton's Sand & Gravel, Inc., hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: CLAY STREET PARK WATER QUALITY IMPROVEMENTS PROJECT, Project No. ST-077-3146 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 6th day of July 2020, 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. ST-077-3146 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. Bidder Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Contractor James D Snodgrass VP

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. S108518

KNOW ALL BY THESE PRESENTS:

That we, Benton's Sand & Gravel Inc, as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Seventy Six Thousand Four Hundred Ninety Four Dollars & 61/100 ($ 176,494.61), 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 _____, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Clay Street Park Water Quality Improvements Project
Paving / Pavers / Storm Sewer / Biocell
Project ST-077-3146

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of __2____ year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

B. To keep all work in continuous good repair; and

C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and

C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be

fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. ST-077-3146

Witness our hands, in triplicate, this day of _____, 2020.

Surety Countersigned By:

Jill Shaffer
Signature of Agent

Jill Shaffer
Printed Name of Agent

LMC Insurance & Risk Management
Company Name

4200 University Avenue #200
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-244-0166
Company Telephone Number

PRINCIPAL:

Benton's Snad & Gravel Inc
Contractor

By: _____
Signature

Title

SURETY:

Employers Mutual Casualty Company
Surety Company

By: Jill Shaffer
Signature Attorney-in-Fact Officer

Jill Shaffer
Printed Name of Attorney-in-Fact Officer

Employers Mutual Casualty Company
Company Name

PO Box 712
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-280-2511
Company Telephone Number

FORM APPROVED BY:

_____
Attorney for Owner

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.

EMC INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JILL SHAFFER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:
S018518	Benton's Sand & Gravel

In an amount not exceeding Ten Million Dollars $10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Seals

ILLINOIS EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

UNION INSURANCE COMPANY OF PROVIDENCE INCORPORATED 1863 IOWA

EMC PROPERTY & CASUALTY CO. INCORPORATED 1953 IOWA

EMCASCO INSURANCE COMPANY CORPORATE SEAL IOWA

DAKOTA FIRE INSURANCE COMPANY CORPORATE SEAL NORTH DAKOTA

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

KATHY LOVERIDGE
Commission Number 780749
My Commission Expires
October 10, 2022

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

_____ Vice President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Item 23.

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	CONTACT NAME: Lynn Kimble	
TrueNorth Insurance, LC 226 Main Street Cedar Falls IA 50613	PHONE (A/C, No, Ext): 319-553-0096	FAX (A/C, No): 319-268-2214
	E-MAIL ADDRESS: certs@truenorthcompanies.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Benton's Sand & Gravel, Inc. 905 Center Street Cedar Falls IA 50613 BENTSAN-01	INSURER A : United Fire & Casualty Company	13021
	INSURER B : Midwest Builders' Casualty Mut	13126
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1445249862 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	60342437	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			60342437	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			60342437	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC100-0003420-2020A	1/1/2020	1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased Equipment			60342437	1/1/2020	1/1/2021		$250,000

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

If Yes is indicated above for additional insured, forms General Liability #CG7201 & Auto Liability #CA7109 applies. If Yes is indicated above for waiver of subrogation, forms General Liability #CG7201, Auto Liability #CA7109, Work Comp #WC000313 apply. Umbrella Liability follows form for the General Liability, Auto Liability and Workers Compensation. Coverage is extended for work performed and required under written contract with the above named insured.

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 (CG7150 & CG7102). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the General Liability and Work Comp. Umbrella is follow form. All as required by written contract with named insured.
See Attached...

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
TrueNorth Insurance, LC	Benton's Sand & Gravel, Inc. 905 Center Street Cedar Falls IA 50613
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Project: Clay Street Park Water Quality Improvements,
Project No. ST-077-3146

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

   Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person(s) or organization(s) directly arising out of:

   a. Your acts or omissions; or

   b. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   However, the insurance afforded to such additional insured described above:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. 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

   b. 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.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance** :

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

1. Required by the contract or agreement described in Paragraph **A.1.**; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 Project No. ST-077-3146 Clay Street Park Water Quality Improvements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury " or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability- Elevators
* Coverage D - Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E - Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
* Contractors Blanket Additional Insured - Limited Products - Completed Operations Coverage
* Automatic Additional Insured - Vendors
* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* "Insured Contract" redefined for Limited Railroad Contractual Liability
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

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

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. Damage to Property is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

b. "Property Damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

(1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

(2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

(3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

(4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

(5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

(6) "Bodily Injury" or "Property Damage".

(7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

(8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

(9) Legal fees or expenses.

(10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".

(11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.

(12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H** (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

a. Provides coverage identical to that provided by this Coverage Part; or

b. Has limits adequate to cover all claims

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. Bail Bonds

Item **1.b.** is amended as follows:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

4. The following language is added to Item **1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II- WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. 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:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
   a. 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
   b. 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.

6. Additional Insured – Limited Products Completed Operations Coverage

a. Any person(s) or organization(s), but only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard" is an insured.

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

(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.

(3) Coverage will cease five years from the completion of "your work" if:

(a) a time frame is not stipulated in the written contract or written agreement; or

(b) a time frame longer than 5 years is stipulated in the written contract or written agreement

However if a lesser time frame is stipulated in the written contract or written agreement then that time frame will prevail.

b. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Sub-paragraphs **d.** or **f.**; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) afforded coverage by the additional coverage.

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.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) 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 exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
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. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS A NAMED INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **13** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B;** and

d. Damages under Coverage **H.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G.**

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

9. **Coverage G- Product Recall Expense**

   Aggregate Limit $50,000

   Each Product Recall Limit $25,000

   a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

   b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

   We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

   We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. **Aggregate Limits of Insurance (Per Location)**

    The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

    "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. **Aggregate Limits of Insurance (Per Project)**

    The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **13** of **SECTION II – WHO IS AN INSURED** above, the following is added:

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

    a. Required by the contract or agreement;

    b. 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.

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under Coverage **A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

    For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

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

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is $50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.**, Items **a.** and **b.** are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

i. How, when and where the "occurrence" took place;

ii. The names and addresses of any injured persons and witnesses, and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition **(5) of 2.c.**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

e. Cooperate with us in the investigation or settlement of any claim.

f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

14. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an **"insured contract"** in the **DEFINITIONS** section of this endorsement:

a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of $2,000,000 per occurrence and a $6,000,000 general aggregate limit must be in place for the entire duration of any project.

b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.

c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item **12. Mobile Equipment** the wording at **f.(1)** is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3. "bodily injury"** is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item **9. "Insured Contract" c.** is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item **9. "Insured Contract" f.(1)** is deleted

E. The following definitions are added for this endorsement only

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

COMMERCIAL MULTIPLE LINE
IL 71 22 07 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL ENDORSEMENT

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

SCHEDULE

Name of Organization: City of Cedar Falls
220 Main St
Cedar Falls, IA 50613

Additional Insured Section:

The entity shown in the schedule above, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the entity shown above. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

Governmental Immunities Section:

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. **Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.

4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.

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

Cancellation and Material Changes Section:

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

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 endorsement does not apply where prohibited by law.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has a written contract requiring a waiver of our right to recover from them.

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 1/1/2020 12:01 AM Policy No. WC100-0003420-2020A Endorsement No. **WC 00 03 13**

Insured Benton's Sand & Gravel, Inc. Premium **$52,527**

Insurance Company

Midwest Builders' Casualty Mutual Company
1100 Walnut Street Suite 3010
Kansas City, MO 64106
(816) 474-7799
Carrier Code **32131**

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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FORM OF PROPOSAL
CLAY STREET PARK WATER QUALITY IMPROVEMENTS
PROJECT NO. ST-077-3146
CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that James D. Snodgrass 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 CLAY STREET PARK WATER QUALITY IMPROVEMENTS 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 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
1	CLEARING AND GRUBBING	LS	1	1000.00	1000.00
2	EXCAVATION, CLASS 10	CY	950	15.00	14250.00
3	TOPSOIL, ON-SITE	CY	216	12.00	2592.00
4	MODIFIED SOIL, PLANTING MEDIUM	CY	310	45.00	13950.00
5	STORM SEWER, TRENCHED, PVC, 12 IN.	LF	8	400.00	3200.00
6	SUBDRAIN, HDPE, PERFORATED, 6 IN.	LF	425	10.00	4250.00
7	SUBDRAIN CLEANOUT, A-1, 6 IN.	EA	2	600.00	1200.00
8	SUBDRAIN CLEANOUT, A-2, 6 IN.	EA	1	400.00	400.00
9	SUBDRAIN CONNECTION, HDPE, 6 IN.	EA	4	400.00	1600.00
10	INTAKE, SW-511	EA	1	3500.00	3500.00
11	INTAKE ADJUSTMENT, MINOR	EA	2	2500.00	5000.00
12	CURB INLET	EA	1	1550.00	1550.00
13	CONNECTION TO EXISTING PIPE	EA	1	500.00	500.00
14	CURB AND GUTTER, 2 FT, 8 IN	LF	70	43.25	3027.50
15	SIDEWALK, PCC, 4 IN	SY	111	57.50	6382.50
16	SIDEWALK, PCC, 6 IN	SY	21.1	143.00	3017.30
17	DETECTABLE WARNING	SF	20	30.00	600.00
18	DRIVEWAY, PAVED, TYPE B, PCC, 6 IN	SY	65	121.50	7897.50
19	PAVEMENT REMOVAL	SY	150	10.00	1500.00
20	ENGINEERING FABRIC	SY	480	4.00	1920.00
21	STORAGE AGGREGATE	TON	300	30.00	9000.00

22	FILTER AGGREGATE	TON	155	30.00	4650.00
23	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SY	115	132.74	15265.10
24	PCC EDGE RESTRAINT, 6 IN. CONCRETE SLAB, 4' WIDE	LF	550	26.60	14630.00
25	TEMPORARY TRAFFIC CONTROL	LS	1	2500.00	2500.00
26	BIOCELL, MULCH AND PLANTINGS	SF	3629	4.14	15024.06
27	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	0.5	5000.00	2500.00
28	WATERING	MGAL	31.1	175.00	5442.50
29	WARRANTY	LS	1	1750.00	1750.00
30	LARGE BIOCELL, OUTLET STRUCTURE, 6 IN.	EA	1	4750.00	4750.00
31	SILT FENCE	LF	300	3.00	900.00
32	SILT FENCE, REMOVAL OF DEVICE	LF	300	1.50	450.00
33	INLET PROTECTION DEVICE, FILTER SOCK	EA	3	150.00	450.00
34	CONSTRUCTION SURVEY	LS	1	4875.00	4875.00
35	MOBILIZATION	LS	1	16971.15	16971.15
				TOTAL BID	176,494.61

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. Bids shall be submitted for all of the items (Items 1-35). 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 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-responsive. 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 bid 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 Bidder 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 10% of Bid Amount in the form of Bid Bond, 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. None 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.C.A., Section 1001.

Name of bidder

Benton's Sand & Gravel, Inc.

By [signature]

905 Center Street, Cedar Falls IA 50613
Official Address

Vice-President
Title

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: Jon Fitch, Principal Engineer

DATE: July 15, 2020

SUBJECT: 2020 Sidewalk Assessment Project – Zone 3
SW-000-3204
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2020 Sidewalk Assessment Project – Zone 3.

We recommend setting Monday, August 3rd, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, August 11th, 2020 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 21, 2020. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on July 20, 2020 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of deficient sidewalk adjacent to various property owners. The project will repair the deficient sidewalk for the adjacent property owner and assess the cost of repair to the property owner. Once the repair has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice 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 doesn't pay the bill in 30 days, the cost of repair will be applied to the property owners' property taxes and spread over 5 years with interest.

The total estimated cost for the construction of this project is $31,059.90.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or at the Engineering Division of the Department of Community Development.

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

PLAN SET NO.

CITY OF CEDAR FALLS, IOWA
BLACK HAWK COUNTY
PLANS FOR THE PROPOSED IMPROVEMENTS OF THE
2020 SIDEWALK ASSESSMENT PROJECT

PROJECT NO. SW–000–3204

PREPARED BY THE CITY ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS
CITY OF CEDAR FALLS, IOWA
JULY, 2020

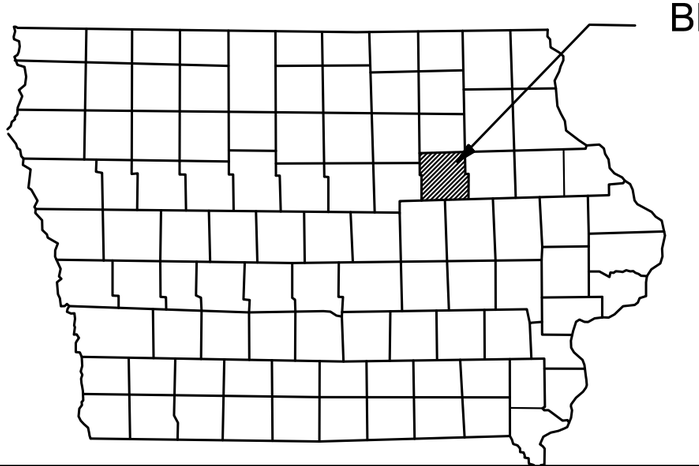
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

2020 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
7030.201	10/20/15	CLASSES OF SIDEWALK
9010.202A	CURRENT	URBAN SEEDING MIXTURES

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A.01	TITLE SHEET, LOCATION SHEET
A.02 – A.03	LOCATION MAPS
B.01	TYPICAL DETAILS
C.01 – C.04	GENERAL NOTES, ESTIMATED QUANTITIES, ESTIMATE REFERENCE, REPAIR LOCATION TABULATIONS
D.01 – D.27	REPAIR LOCATIONS



IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811 Know what's below. Call before you dig.

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:_____
JONATHAN P. FITCH, P.E. IA. LIC. NO. 16920
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:
A.01–A.03, B.01, C.01–C.04, D.01–D.27

LICENSED PROFESSIONAL ENGINEER
JONATHAN P. FITCH 16920
IOWA

MAYOR
Rob Green

COUNCIL PERSONS
Frank Darrah
Susan deBuhr
Simon Harding
Daryl Kruse
Mark Miller
Dave Sires
Nick Taiber

CHASE SCHRAGE
DIRECTOR, PUBLIC WORKS

DAVID A. WICKE, P.E.
CITY ENGINEER

RON S. GAINES, P.E.
CITY ADMINISTRATOR

SHEET NO.	A.01				
TOTAL SHEETS	35				
		NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

TITLE SHEET

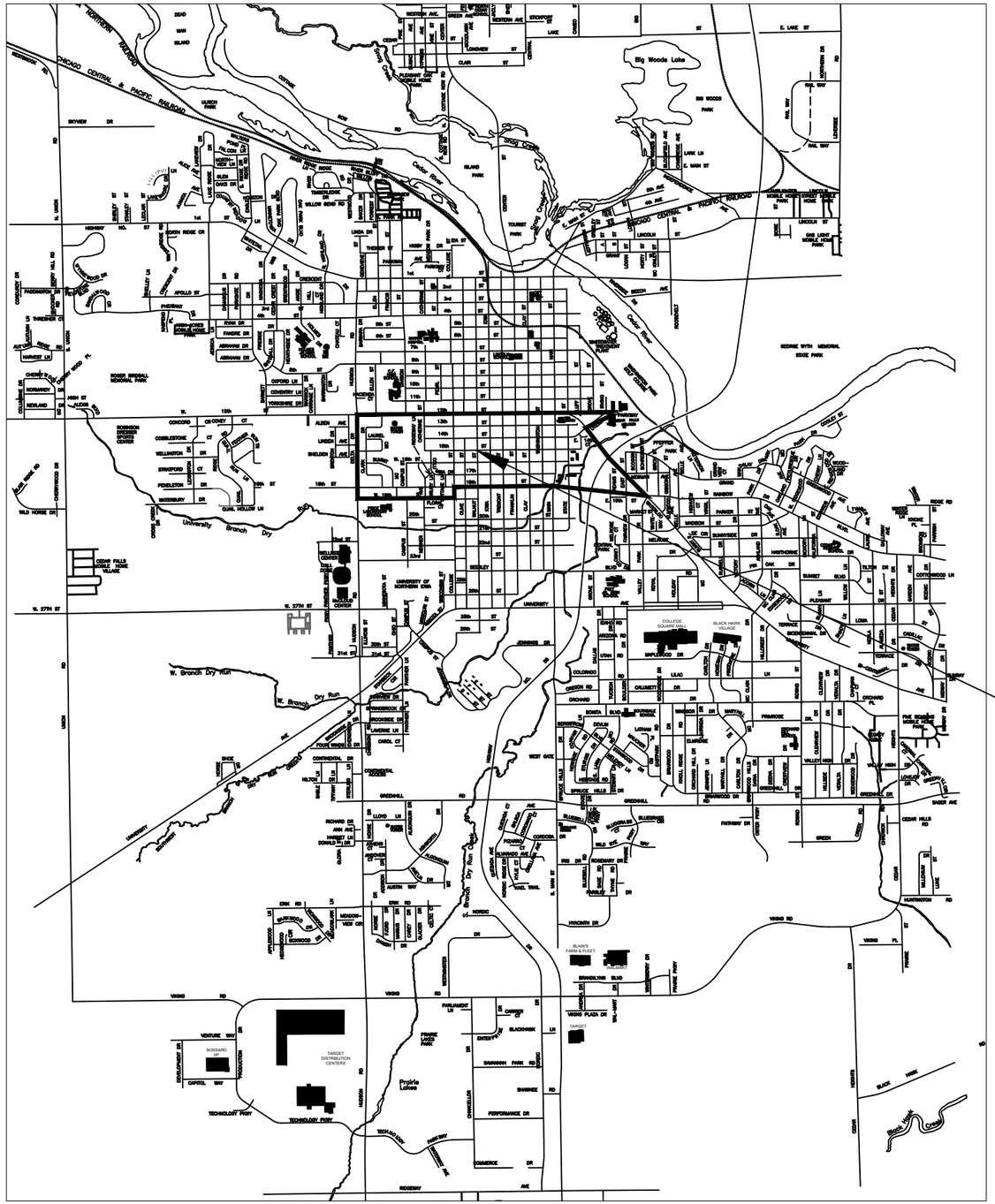
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268–5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER: SW–000–3204
DRAWN BY: DB
CHECKED BY: JPF

SHEET NO. A.01
TOTAL SHEETS 35

Date: July 13, 2020 – 10:43 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 – 2020 Sidewalk Assessment Project\08. Design\Drawings\A01 – 2020 ASSESSMENT.dwg

LOCATION MAP



NOT TO SCALE

LOCATIONS 1 TO 87

SHEET NO.	A.02	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	35				

2020 SIDEWALK ASSESSMENT PROJECT

LOCATION MAP

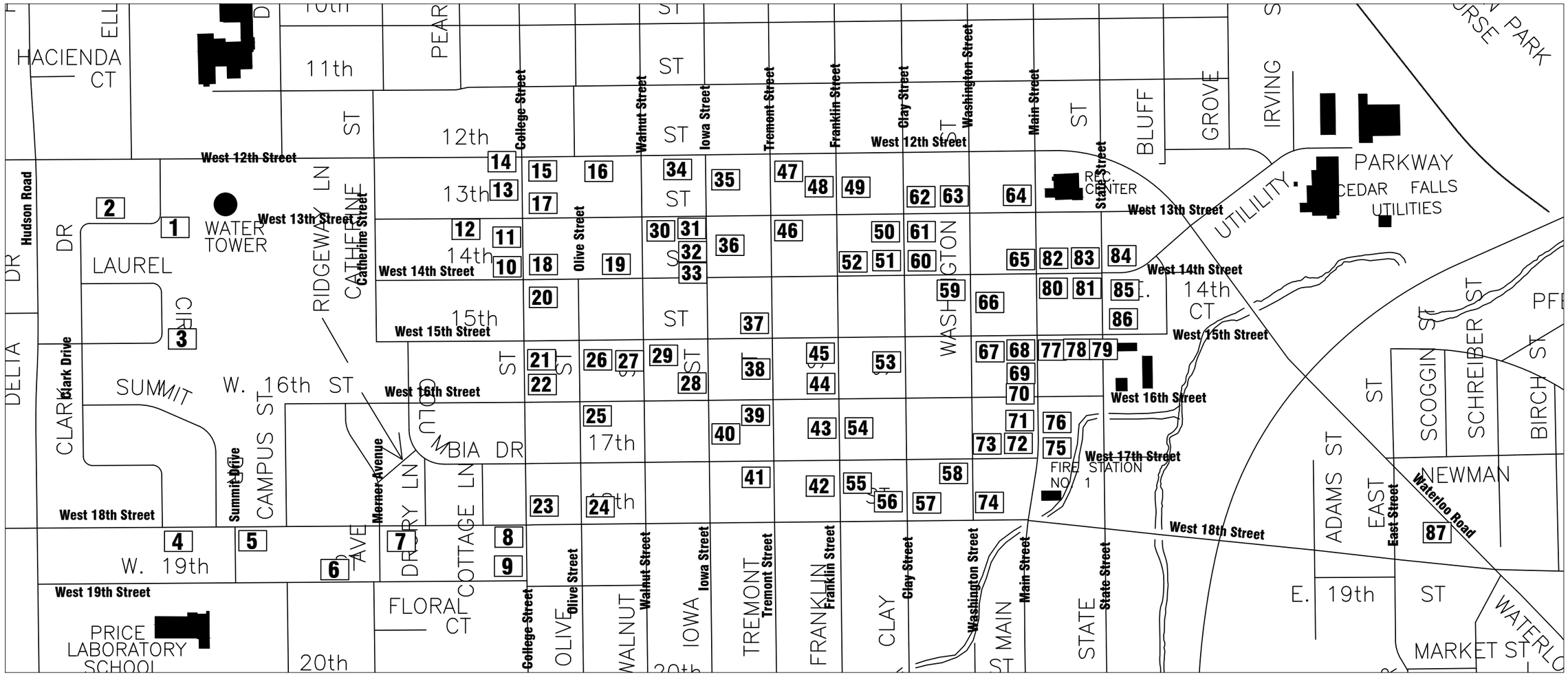
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	
SW-000-3204	
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	A.02
TOTAL SHEETS	35

Date: July 13, 2020 - 10:43 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\A02-2020 ASSESSMENT.dwg

NOT TO SCALE



SHEET NO.	A.03	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	35				

2020 SIDEWALK ASSESSMENT PROJECT

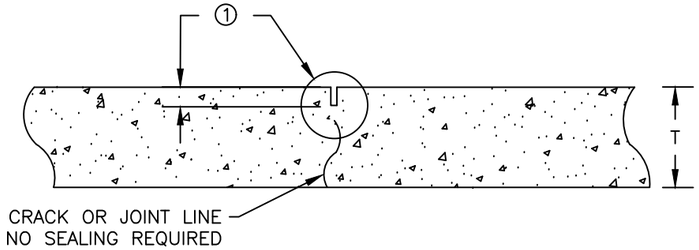
LOCATION MAP

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	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	A.03
TOTAL SHEETS	35

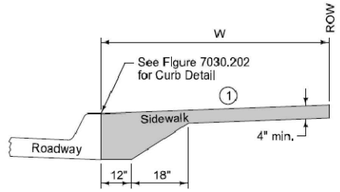
Date: July 13, 2020 - 10:43 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\A03-2020 ASSESSMENT.dwg



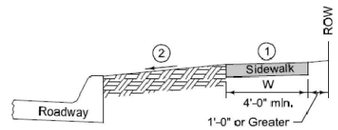
"C" CONTRACTION JOINT
FOR REC. TRAIL AND SIDEWALK – TYPICAL

(NOT TO SCALE)

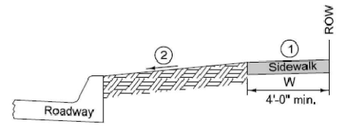
(1) DEPTH OF "C" JOINT (CONTRACTION JOINT) IS T/4 FOR SIDEWALKS AND BIKE TRAIL. LOCATION TO BE DETERMINED IN THE FIELD. FOR HANDICAP RAMPS BEGIN FLARE AT "C" JOINT. "C" JOINTS FOR BIKE TRAIL AND SIDEWALK WILL NOT BE SEALED.



CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)



CLASS B SIDEWALK



CLASS C SIDEWALK

(1) Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).

(2) Parking Slopes:
If parking width is less than 10 feet wide, slope at ¼ inch per foot.

If parking width is 10 feet wide and greater, slope at ½ inch per foot.

Special grade may be specified in the contract documents.

W = Sidewalk width as specified in the contract documents.

FIGURE 7030.201 SHEET 1 OF 1

SUDAS | REVISION 2 10-20-15 | 7030.201 | SHEET 1 of 1

SUDAS Standard Specifications

CLASSES OF SIDEWALKS

SHEET NO.	B.01	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	35				

2020 SIDEWALK ASSESSMENT PROJECT

TYPICAL DETAILS

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	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO. B.01 | TOTAL SHEETS 35

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1. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT- THE CONTRACTOR SHALL RESTRICT ALL OPERATION TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE IN WRITING.

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A WASTE AREA OR DISPOSAL SITE FOR ASPHALT, BRICK, AND BROKEN CONCRETE. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. ALL DISPOSAL SITES TO BE APPROVED BY THE OWNER'S REPRESENTATIVE. SEE GENERAL NOT NUMBER 16.

3. THE CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.

4. IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR SHALL EXCERCISE EXTREME CAUTION WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING FOR THE PROPOSED SIDEWALK AND PAVEMENT REMOVAL. ALL BREAKING OR SPALLING SHALL BE CORRECTED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AND AT THE CONTRACTOR'S EXPENSE. ALL SAW CUTTING NECESSARY FOR P.C.C. SIDEWALK, AND CURB AND GUTTER REMOVALS SHALL BE FULL DEPTH AND SHALL BE CONSIDERED INCIDENTAL.

5. THE OWNER'S REPRESENTATIVE WILL FURNISH THE REQUIRED STAKES AND BENCH MARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN STAKES AND REPORT ANY DAMAGE TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. ANY SURVEY STAKES OR MARKS THAT ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE

6. UTILITIES – THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND / OR FIELD SURVEYS. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATION AND ELEVATION OF THESE AND OTHER ADDITIONAL FACILITIES THAT MAY EXIST BUT ARE NOT SHOWN. 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 THE NECESSARY ADJUSTMENTS. NO DIRECT PAYMENT SHALL BE MADE FOR WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.

7. PROJECT SCHEDULE – THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR APPROVALTO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK ON THE PROJECT.

8. THE CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.

9. THE CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE OWNER'S REPRSENTATIVE.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO STREETS.

11. TOPSOIL REPLACEMENT AND SHAPING FOR SEEDING SALL BE INCIDENTAL TO BID ITEM NO. 8. ALL HOLES, DREPRESSIONS AND RIVULETS SHALL BE FILLED IN AND BROUGHT TO A SMOOTH GRADE. ALL STICKS, BRANCHES, STONES OR DEBRIS ON THE SURVACE WHICH WILL INTERFERE WILL SEEDING, SHALL BE PIICKED UP AND REMOVED.
    A. URBAN SEED MIX – 4.5 LBS. PER 1000 SQ. FT.
       66.7% KENTUCKY BLUEGRASS
       20.5% FINE LEAFED PERENNIAL REYGRASS
       12.8% RED FESCUE
       A COMMERCIAL MIXTURE MAY BE USED IF IT CONTAINS HIGH PERCENTAGES OF SIMILAR BLUEGRASS,

12. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) SHALL APPLY FOR TEMPORARY TRAFFIC CONTROL. CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO OTHER ITEMS. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE BASE SPECIFICATIONS.

13. THE CONTRACTOR SHALL NOT DISTRUB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THE AREAS FOR STORAGE MATERIALS.

14. UTILITY CONTACT PERSON*:

A.	CEDAR FALLS UTILITIES		
	GAS	JERALD LUKENSMEYER	319-268-5330
	ELECTRIC	JOHN OSTERHAUS	319-268-5298
	COMMUNICATIONS	MIKE SMITH	319-268-5224
	WATER	TRAVIS SCHRAGE	319-268-5336
B.	CENTURYLINK	BRENT GIESE	563-355-2592
C.	MEDIACOM	KEVIN PARKER	319-240-4937
D.	WINDSTREAM	FELICIA HODGES	501-748-4743
E.	CEDAR FALLS WATER RECLAMATTION	MIKE NYMAN	319-273-8633
F.	CEDAR FALLS POLICE DEPARTMENT		319-273-8612

* CONTRACTOR MUST CALL IOWA ONE CALL (1-800-292-8989) FOR ALL UTILITY LOCATION REQUEST.

15. UNLESS OTHERWISE DIRECTED OR AUTHORIZED BY THE OWNER'S REPRESENTATIVE. ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

    THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:

    A. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
    B. DISPOSE OF IN A LICENSED LANDFILL
    C. DISPOSE OF AT AN APPROVED A.C. CONTRETE RECYCLING FACILITY.

16. VERTICAL PANELS ARE REQUIRED DURING CONSTRUCTION. TYPE 1 BARRICADES ARE REQUIRED AFTER PLACEMENT OF P.C. CONCRETE AND SHALL REMAIN IN PLACE UNTIL P.C. CONTRETE HAS CURED AND HAS BEEN BACKFILLED.

17. CONTRACTOR SHALL PROVIDE OWN SANITARY FACILITIES AS REQUIRED.

18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS WITH THE PROJECT LIMITS ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT ACTIVITY. 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.

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SHEET NO.	C.01
TOTAL SHEETS	35

NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

GENERAL NOTES

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	
SW-000-3204	
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	C.01
TOTAL SHEETS	35

ESTIMATE REFERENCE INFORMATION

Note: All included work listed within the Standard SUDAS Specifications for each bid item shall apply. If additional work items are listed in the Estimated Reference Information, they shall be added to the work already included in the Standard SUDAS Specifications listed for that Bid Item and are not necessarily added by Special Provision

ITEM NO.	DESCRIPTION
1	ALL SIDEWALKS REMOVED WILL BE TAKEN TO THE NEAREST EXISTING JOINT. SEE GENERAL NOTES, NUMBER 2,4,10 & 16
2,3	COARSE AGGREGATE FOR P.C. CONCRETE SHALL BE CLASS II DURABILITY. TRANSVERSE JOINTS (C JOINTS) AND ALL EXPANSION JOINTS AS NOTED ON THE DRAWINGS, SHALL BE INCIDENTAL TO THIS ITEM. SEE DETAIL SHEET B.01. SEE GENERAL NOTES NUMBER 9 & 17. TIE INTO EXISTING SIDEWALK WITH #4 BAR 24" LONG EMBEDDED 9" AT 24" SPACING INCIDENTAL TO ITEM.
4	THE ESTIMATED QUANTITY COVERS CONSTRUCTION LIMITS AND AREAS DESIGNATED BY THE ENGINEER. ANY AREAS DISTURBED BEYOND THE CONTRUCTION LIMITS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE TOPSOIL SHALL BE FREE OF ALL DEBRIS AND ANY LARGE CLODS SHALL BE BROKEN UP OR REMOVED PRIOR TO SEEDING. THE DEPTH OF THE TOPSOIL 6 INCHES. SEE GENERAL NOTE NO. 11
5	THE ESTIMATED QUANTITY COVERS CONSTRUCTION LIMITS AND AREAS DESIGNATED BY THE ENGINEER. ANY AREAS DISTURBED BEYOND THE CONSTRUCTION LIMITS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. SEE GENERAL NOTES, NUMBER 11. A. URBAN SEED MIX – 4 LBS. PER 1000 SQ. FT. 30% KENTUCKY BLUEGRASS 40% FINE LEAFED PERENNIAL RYEGRASS 30% RED FESCUE A COMMERCIAL MIXTURE MAY BE USED IF IT CONTAINS HIGH PERCENTAGES OF SIMILAR BLUEGRASS.
6	SEE GENERAL NOTES 12 & 17. ALL TRAFFIC CONTROL SHALL COMPLY WITH PART VI, STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENTAL MANAGEMENT OPERATIONS. (PART VI, MUTCD) 2009.

ESTIMATED QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	REMOVE SIDEWALK, P.C.C.	S.Y.	376.2
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	330.4
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	45.8
4	TOPSOIL, FURNISH AND SPREAD	C.Y.	30.54
5	SEEDING, FERTILIZING AND MULCHING	S.F.	1166.9
6	TRAFFIC CONTROL	L.S.	1.0

NOTE: QUANTITIES MAY INCREASE OR DECREASE IN THE FIELD. SEE TABULATION SHEETS C.03 TO C.04 AND LOCATION SHEETS D.01 TO D.27. LOCATIONS CROSSED OUT OR LINED THROUGH MAY BE ADDED IF PROPERTY OWNERS HAVE NOT COMPLETED WORK BY THE TIME OF CONSTRUCTION. OTHER AREAS MY BE SUBTRACTED IF THE PROPERTY OWNERS HAVE COMPLETED WORK AFTER THESE PLANS HAVE BEEN COMPLETED.

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2020 SIDEWALK ASSESSMENT PROJECT

LOCATION NO.	LOCATION	REMOVAL OF SIDEWALK (S.F.)	REPLACE SIDEWALK 4" P.C.C. (S.F.)	REPLACE SIDEWALK 6" P.C.C. (S.F.)	TOPSOIL FURNISH & SPREAD (C.Y.)	SEEDING (S.F.)
1	1238 Clark Drive	3.6	3.6	–	0.30	16.2
2	1303 Clark Drive	1.8	1.8	–	0.15	8.0
~~3~~	~~1452 Laurel Circle~~	~~2.0~~	~~–~~	~~2.0~~	~~–~~	~~–~~
4	1408 West 18th Street	2.9	–	2.9	–	–
5	1316 West 18th Street	2.0	–	2	–	–
6	1207 West 19th Street	3.5	3.5	–	0.29	15.8
7	1110 West 18th Street	5.4	–	5.4	–	–
8	1803 College Street	2.8	2.8	–	0.18	10.0
9	909 West 19th Street	2.4	2.4	–	0.16	8.6
10	1315 College Street	2.8	2.8	–	0.18	10.0
11	1309/1311 College Street	2.8	–	2.8	–	–
12	920 West 13th Street	4.4	4.4	–	0.37	19.8
13	1209 College Street	2.8	2.8	–	0.18	10.0
14	902 West 12th Street	2.8	2.8	–	0.18	10.0
15	820 West 12th Street	8.6	8.6	–	0.57	31.0
16	722 West 12th Street	2.4	2.4	–	0.16	8.8
17	1222 College Street	5.6	5.6	–	0.37	20.0
18	1322 College Street	2.8	2.8	–	0.18	10.0
19	713 West 14th Street	3.4	3.4	–	0.23	12.2
20	1404 College Street	18.3	18.3	–	1.22	65.8
21	1510 College Street	5.4	5.4	–	0.36	19.4
22	1516 College Street	3.7	3.7	–	0.24	13.2
23	821 West 18th Street	8.4	8.4	–	0.56	30.2
24	723 West 18th Street	6.7	6.7	–	0.45	24.2
25	1604 Olive Street	2.3	2.3	–	0.16	8.4
26	1510 Olive Street	2.8	2.8	–	0.19	10.2
27	1509 Walnut Street	2.8	2.8	–	0.18	10.0
28	1521 Iowa Street	5.6	5.6	–	0.37	20.0
29	1504 Walnut Street	5.6	5.6	–	0.37	20.0
30	1304 Walnut Street	2.2	–	2.2	–	–
~~31~~	~~1303 Iowa Street~~	~~2.2~~	~~2.2~~	~~–~~	~~0.09~~	~~5.0~~
32	1309 Iowa Street	2.9	2.9	–	0.19	10.4

2020 SIDEWALK ASSESSMENT PROJECT

LOCATION NO.	LOCATION	REMOVAL OF SIDEWALK (S.F.)	REPLACE SIDEWALK 4" P.C.C. (S.F.)	REPLACE SIDEWALK 6" P.C.C. (S.F.)	TOPSOIL FURNISH & SPREAD (C.Y.)	SEEDING (S.F.)
33	1315 Iowa Street	2.2	–	2.2	0.07	4.0
34	610 West 12th Street	2.8	2.8	–	0.13	7.0
35	524 West 12th Street	13.9	13.9	–	0.93	50.0
36	1310 Iowa Street	9.0	9.0	–	0.60	32.4
37	1421 Tremont Street	2.3	2.3	–	0.15	8.2
38	1515 Tremont Street	2.1	–	2.1	–	–
39	1603 Tremont Street	8.9	8.9	–	0.59	32.0
40	1616 Iowa Street	2.8	2.8	–	0.19	10.2
41	1703 Tremont Street	6.9	–	6.9	–	–
42	1709 Franklin Street	2.7	2.7	–	0.18	9.8
43	1621 Franklin Street	2.9	2.9	–	0.19	10.4
44	1521 Franklin Street	2.8	2.8	–	0.18	10.0
45	1509 Franklin Street	2.8	2.8	–	0.18	10.0
46	418 West 13th Street	2.8	2.8	–	0.18	10.0
47	420 West 12th Street	2.8	2.8	–	0.18	10.0
48	1215 Franklin Street	2.7	2.7	–	0.18	9.8
49	324 West 12th Street	4.4	4.4	–	0.30	16.0
50	1309 Clay Street	2.3	2.3	–	0.15	8.2
51	1321 Clay Street	2.2	2.2	–	–	–
52	1322 Franklin Street	2.2	2.2	–	0.15	8.0
53	1515 Clay Street	2.2	–	2.2	0.09	4.6
~~54~~	~~1610 Franklin Street~~	~~2.6~~	~~–~~	~~2.6~~	~~–~~	~~–~~
55	1710 Franklin Street	2.8	2.8	–	0.18	10.0
56	1721 Clay Street	14.9	14.9	–	1.00	53.8
57	221 West 18th Street	18.8	18.8	–	1.25	67.6
58	1703 Washington Street	4.2	4.2	–	0.28	15.2
59	1403 Washington Street	5.2	5.2	–	0.35	18.8
60	1322 Clay Street	2.2	2.2	–	0.15	8.0
61	1312 Clay Street	1.7	1.7	–	0.12	6.2
62	221 West 13th Street	1.7	–	1.7	0.06	3.0
63	1221 Washington Street	7.8	2.2	5.6	0.15	8.0
64	1221 Main Street	5.3	5.3	–	0.36	19.2

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2020 SIDEWALK ASSESSMENT PROJECT						
LOCATION NO.	LOCATION	REMOVAL OF SIDEWALK (S.F.)	REPLACE SIDEWALK 4" P.C.C. (S.F.)	REPLACE SIDEWALK 6" P.C.C. (S.F.)	TOPSOIL FURNISH & SPREAD (C.Y.)	SEEDING (S.F.)
65	1321 Main Street	2.7	2.7	–	0.18	9.8
66	1410 Washington Street	1.6	1.6	–	0.13	7.0
67	1504 Washington Street	14.1	14.1	–	0.94	50.8
68	1509 Main Street	3.1	3.1	–	0.20	11.0
69	1515 Main Street	2.9	2.9	–	0.20	10.6
70	1523 Main Street	6.7	6.7	–	0.45	24.3
71	1609 Main Street	3.2	3.2	–	0.21	11.4
72	1615 Main Street	3.1	3.1	–	0.20	11.0
73	1622 Washington Street	2.8	2.8	–	0.19	10.2
74	1722 Washington Street	2.3	2.3	–	0.15	8.2
75	1624 Main Street	2.2	–	2.2	0.07	3.9
76	1612 Main Street	2.1	2.1	–	0.14	7.4
77	1504/1506 Main Street	2.7	2.7	–	0.18	9.6
78	119 East 15th Street	4.3	4.3	–	0.29	15.6
79	121 East 15th Street	2.3	2.3	–	0.15	8.2
80	1404 Main Street	16.8	16.8	–	0.44	24.0
81	1403 State Street	13.2	5.6	7.6	0.30	16.4
82	1322/1324 Main Street	2.8	2.8	–	0.18	10.0
83	114 East 14th Street	1.7	1.7	–	0.11	6.0
~~84~~	~~202/204 East 14th Street~~	~~2.2~~	~~2.2~~	~~–~~	~~0.15~~	~~8.0~~
85	1402 State Street	5.6	5.6	–	0.37	20.0
86	1412 State Street	2.2	2.2	–	0.15	8.0
~~87~~	~~1705 Waterloo Road~~	~~1.9~~	~~1.9~~	~~–~~	~~0.16~~	~~8.4~~

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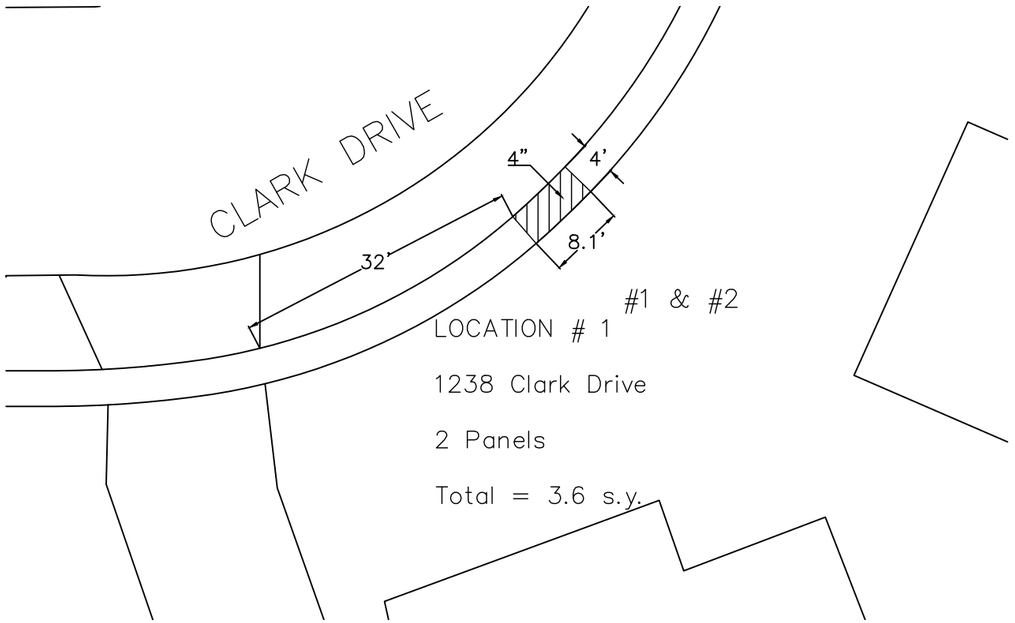
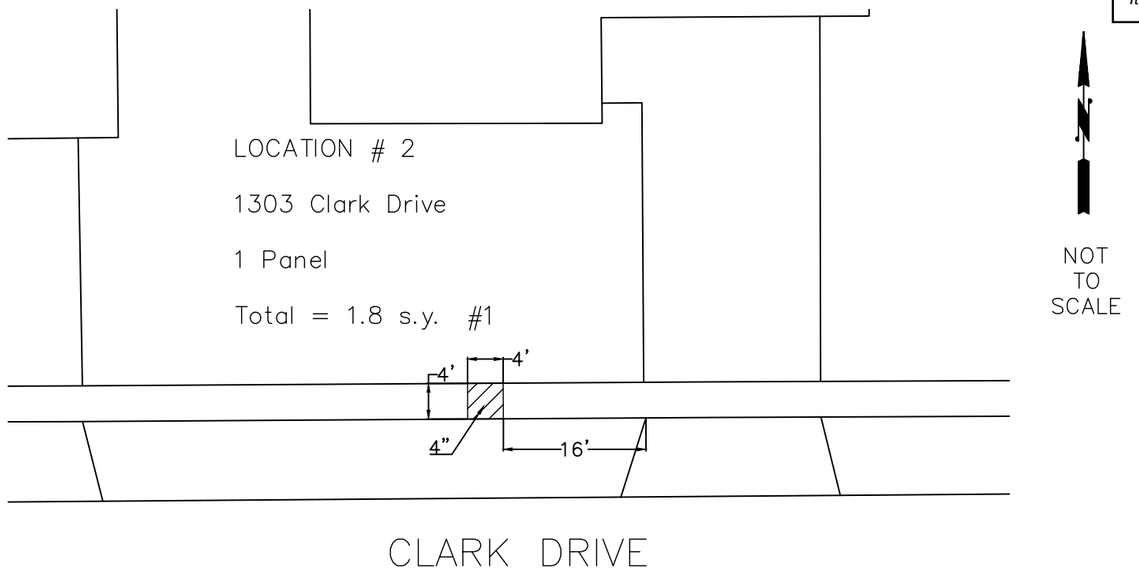
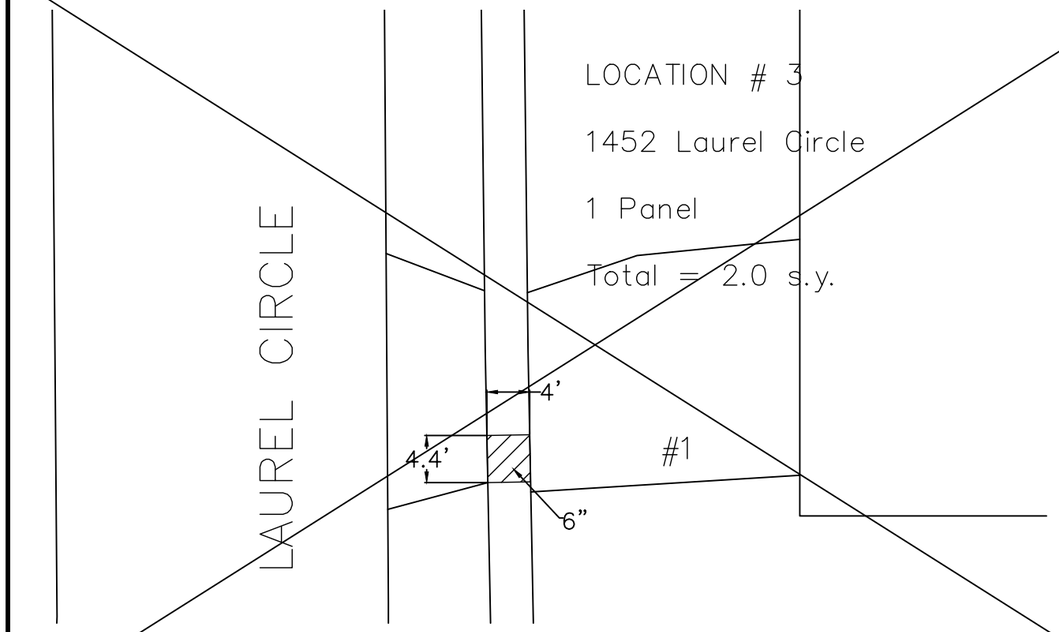


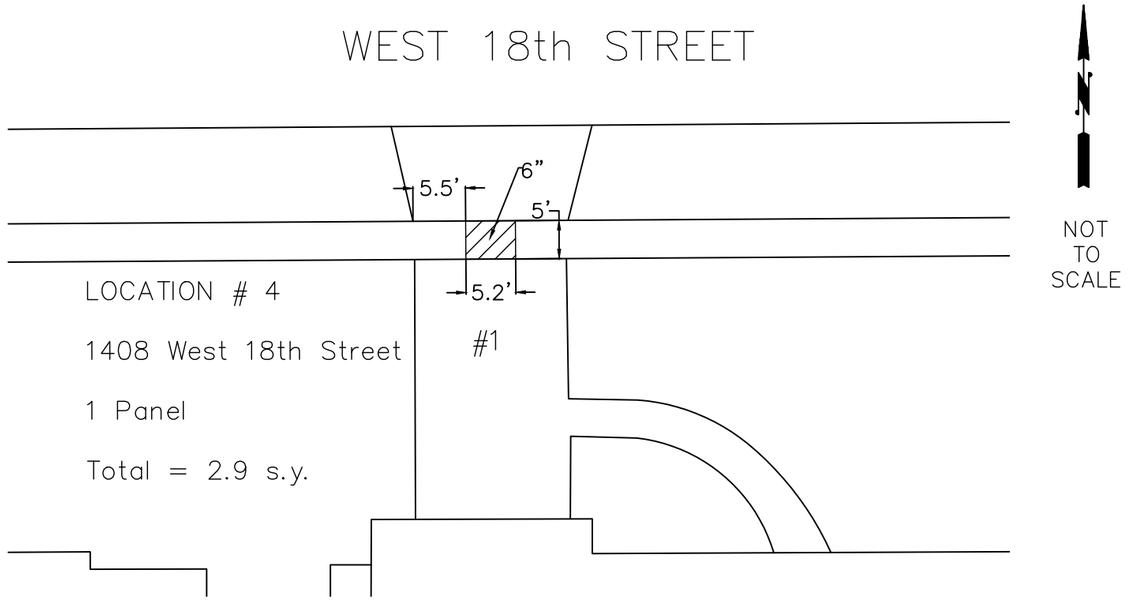
LOCATION 1



LOCATION 2



LOCATION 3



LOCATION 4

SHEET NO.	D.01	NO.	DATE	REVISION	INIT.	2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35						

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
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CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.01		
TOTAL SHEETS	35		

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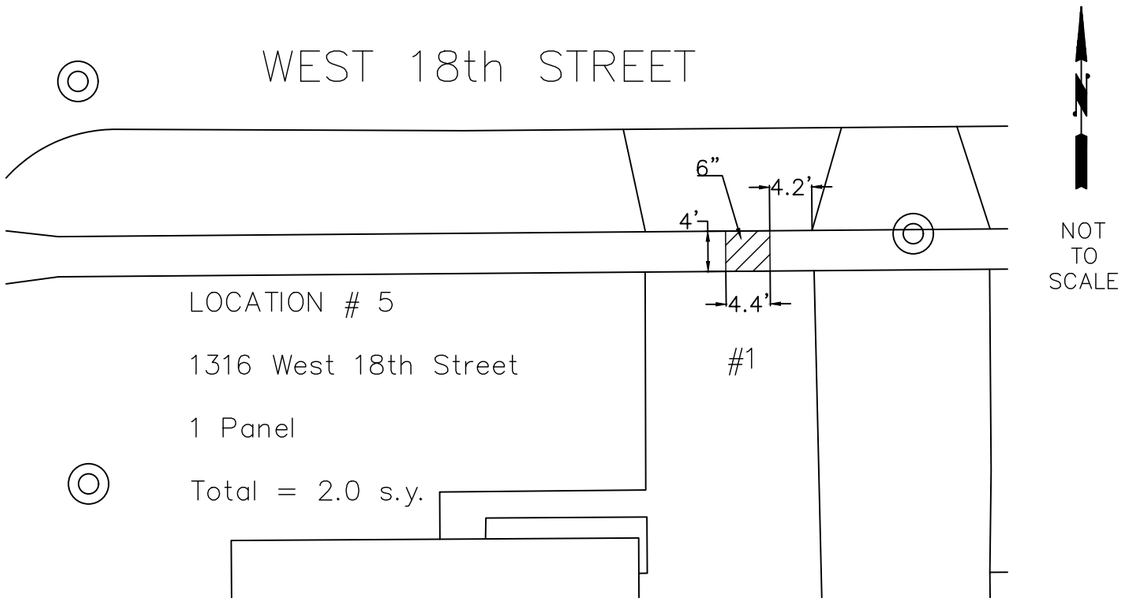
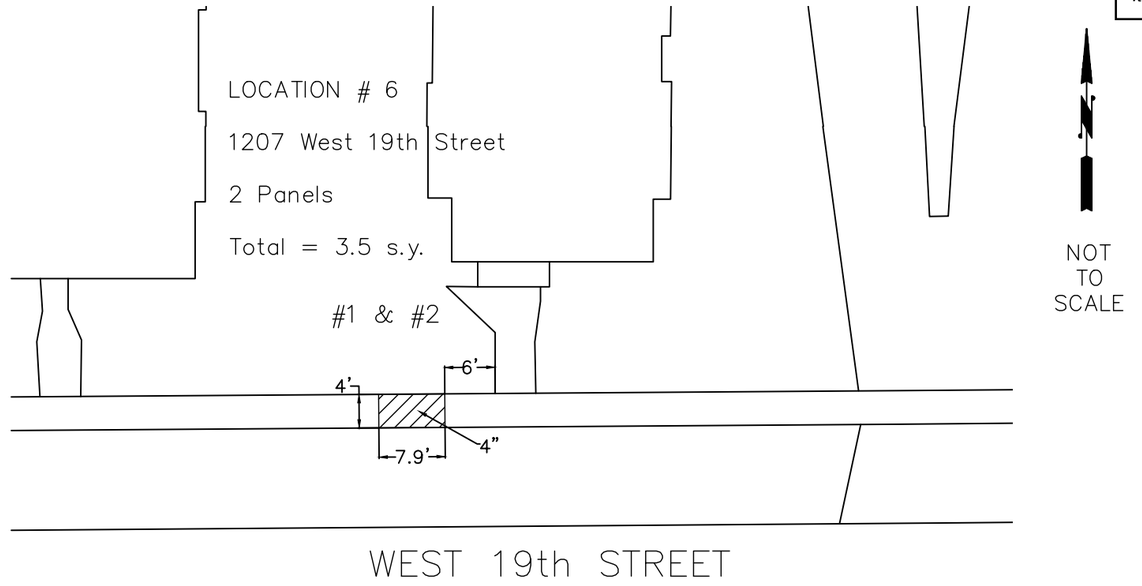
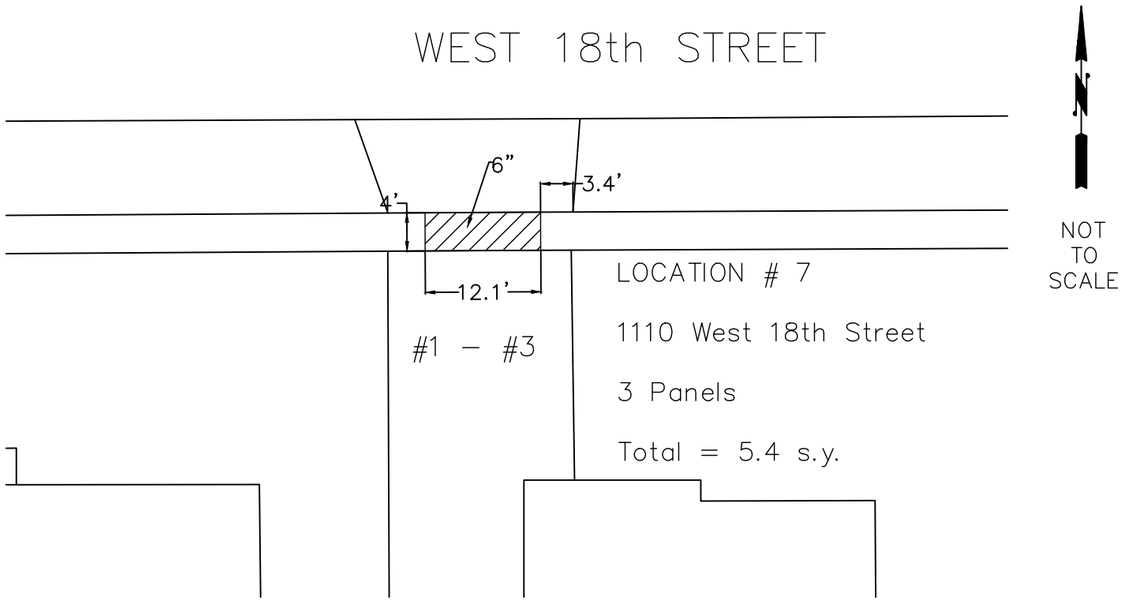


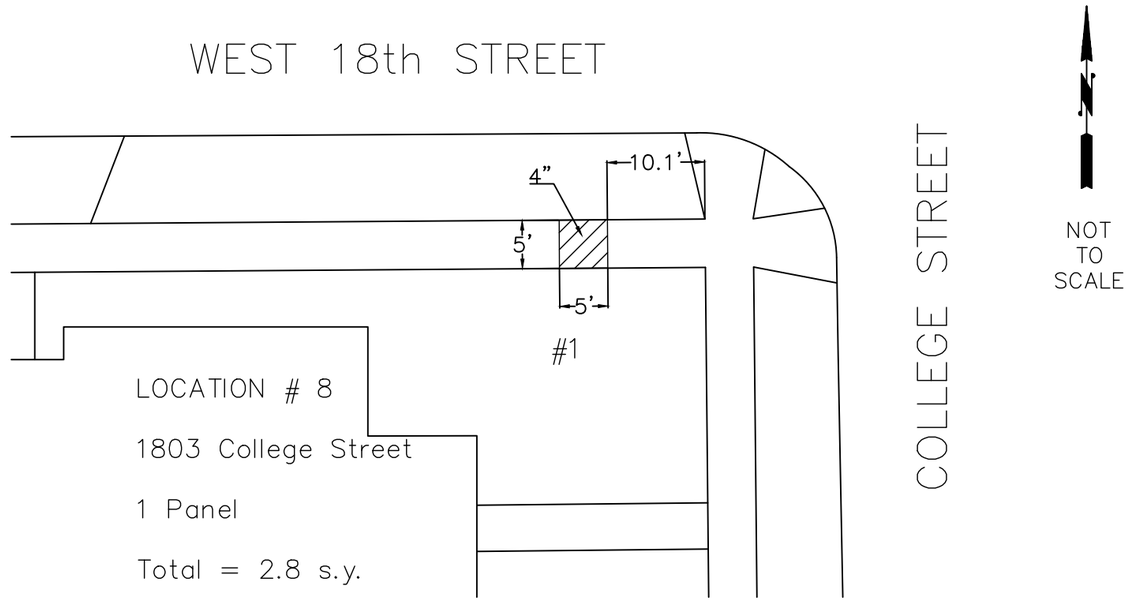
LOCATION 5



LOCATION 6



LOCATION 7



LOCATION 8

SHEET NO.	D.02
TOTAL SHEETS	35

NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

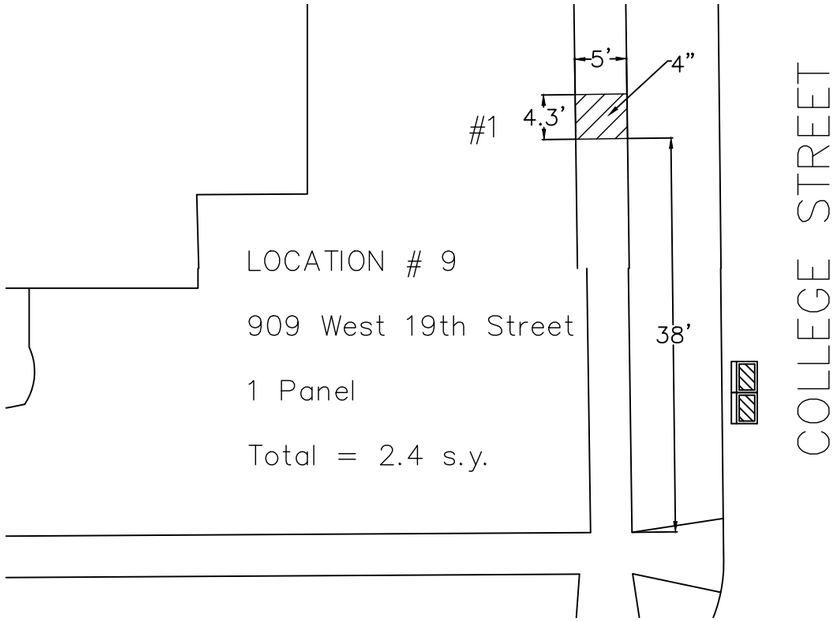
REPAIR LOCATIONS

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	
SW-000-3204	
DRAWN BY:	DB
CHECKED BY:	JPF

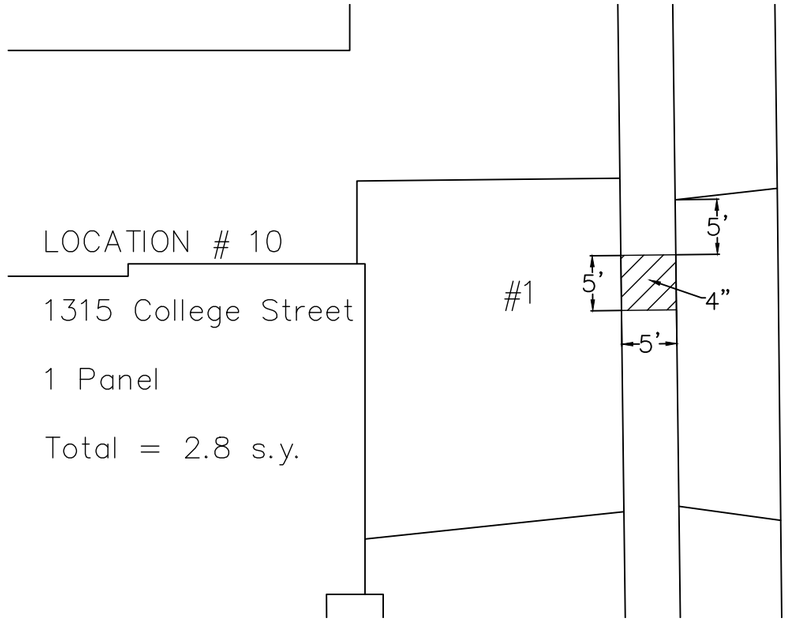
SHEET NO.	D.02
TOTAL SHEETS	35

Date: July 13, 2020 - 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



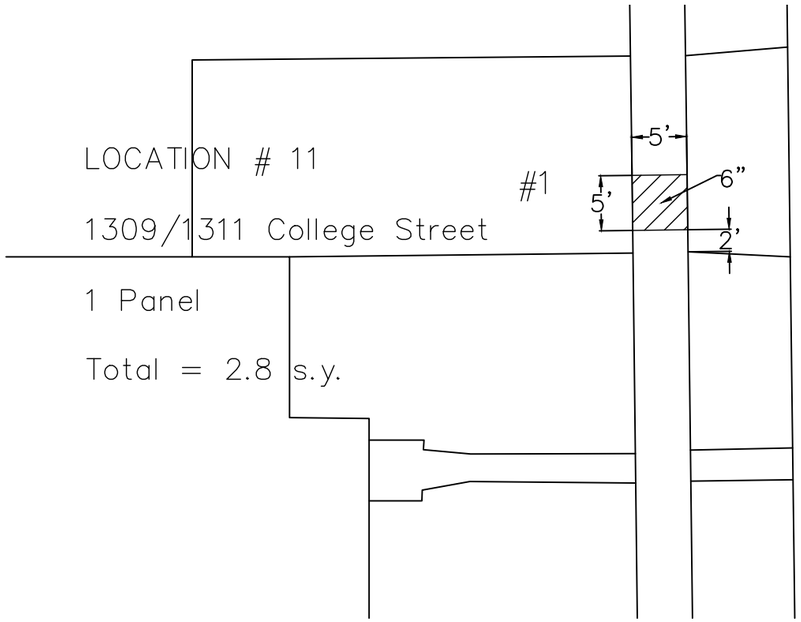
NOT TO SCALE

LOCATION 9



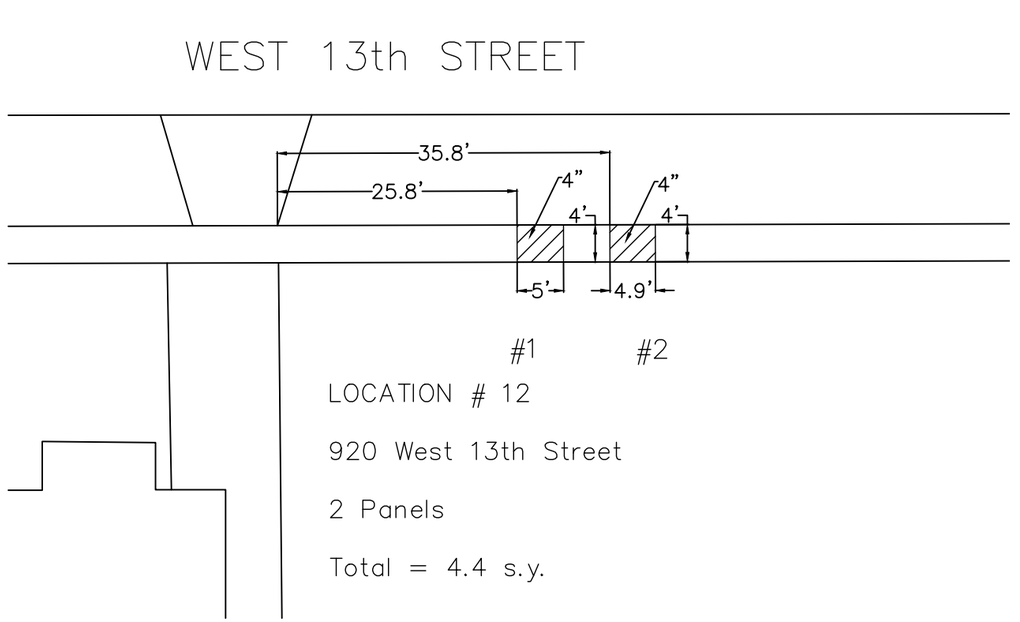
NOT TO SCALE

LOCATION 10



NOT TO SCALE

LOCATION 11



NOT TO SCALE

LOCATION 12

SHEET NO.	D.03						
TOTAL SHEETS	35						
		NO.	DATE	REVISION	INIT.		

2020 SIDEWALK ASSESSMENT PROJECT

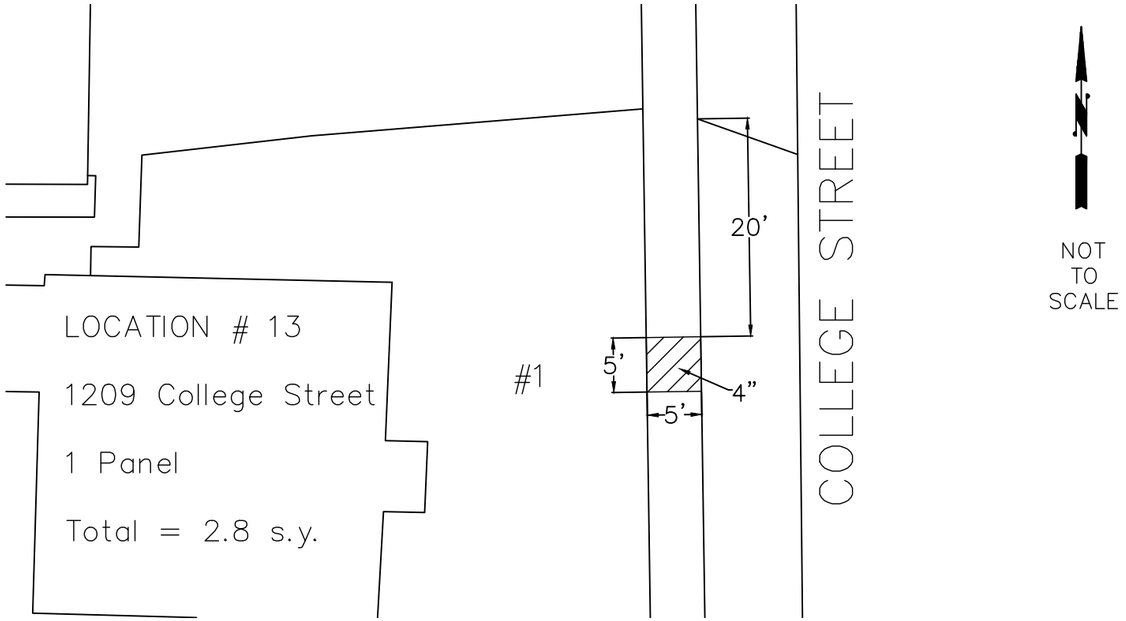
REPAIR LOCATIONS

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"

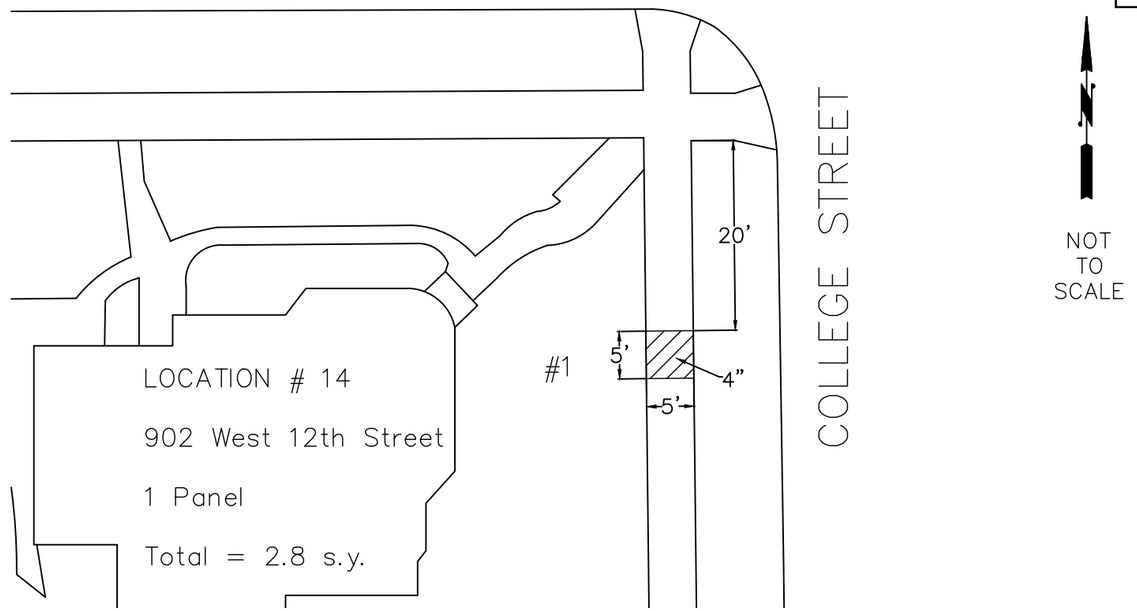
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.03		
TOTAL SHEETS	35		

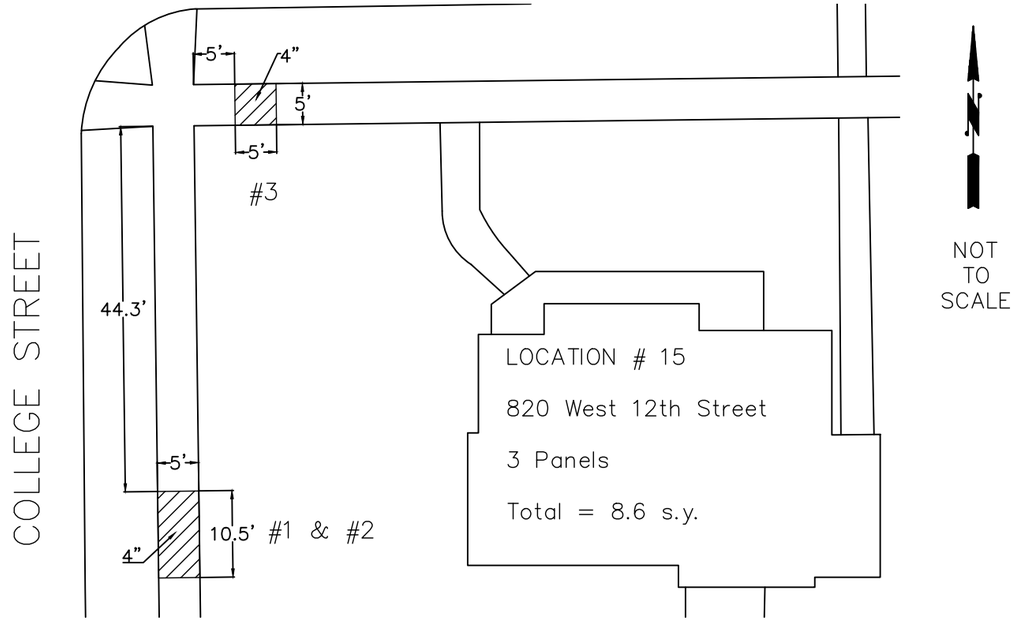
Date: July 13, 2020 - 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



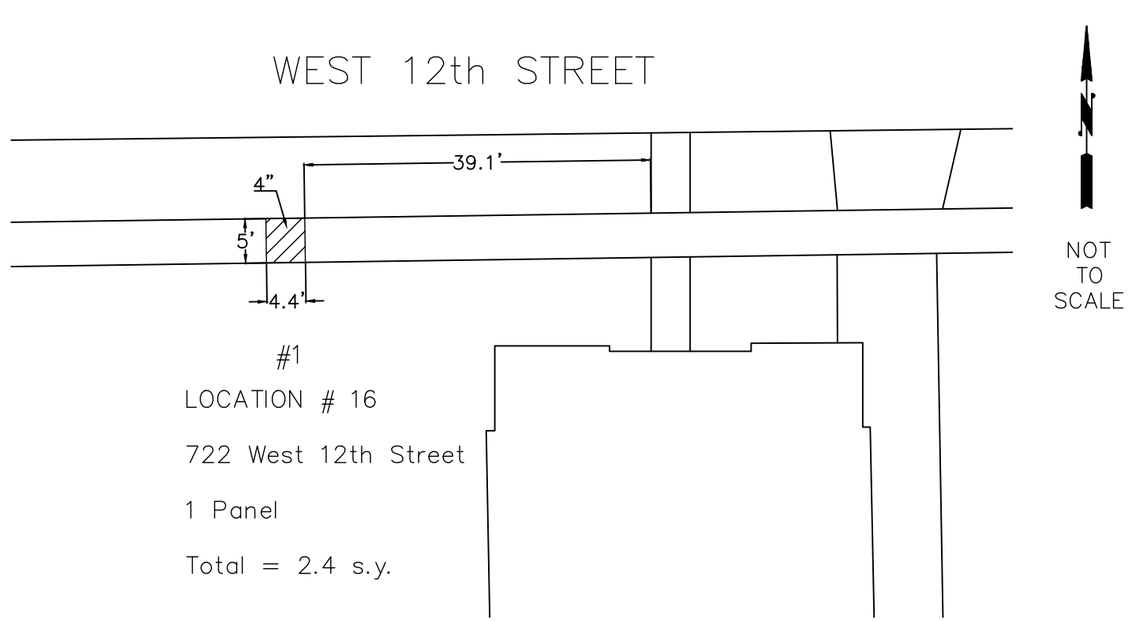
LOCATION 13



LOCATION 14



LOCATION 15



LOCATION 16

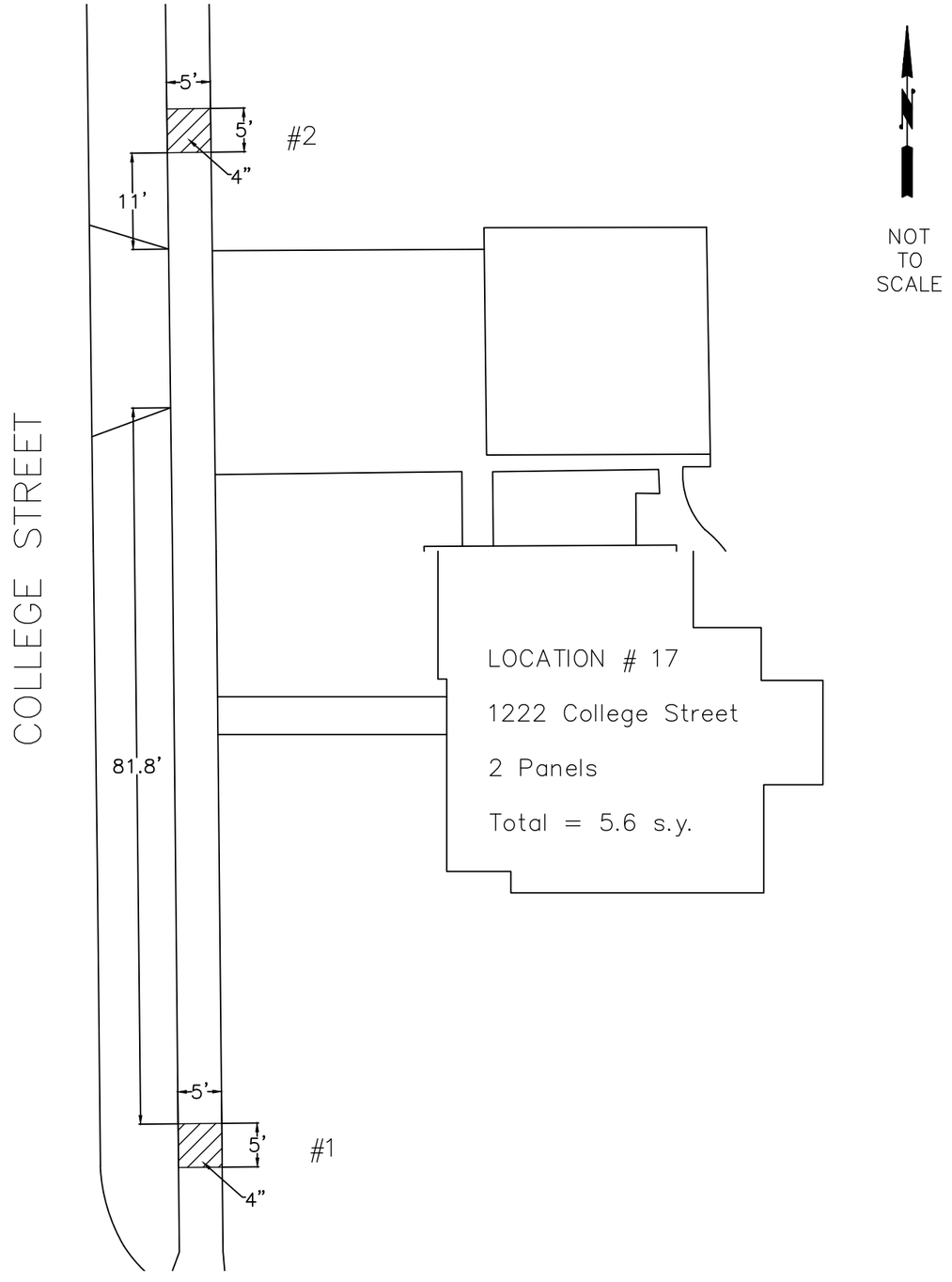
SHEET NO.	D.04	NO.	DATE	REVISION	INIT.	2020 SIDEWALK ASSESSMENT PROJECT
TOTAL SHEETS	35					REPAIR LOCATIONS

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"

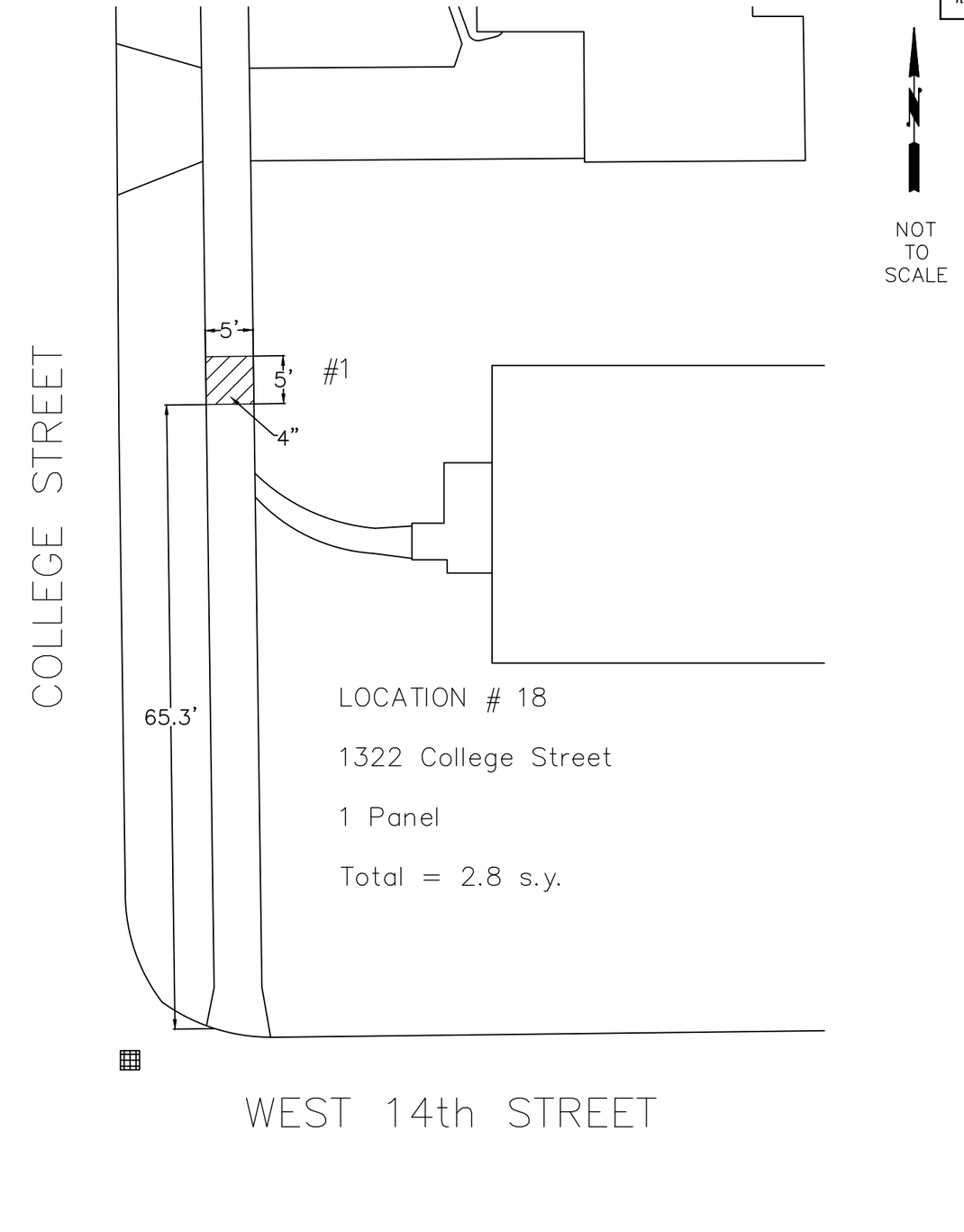
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.04
TOTAL SHEETS	35

Date: July 13, 2020 - 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



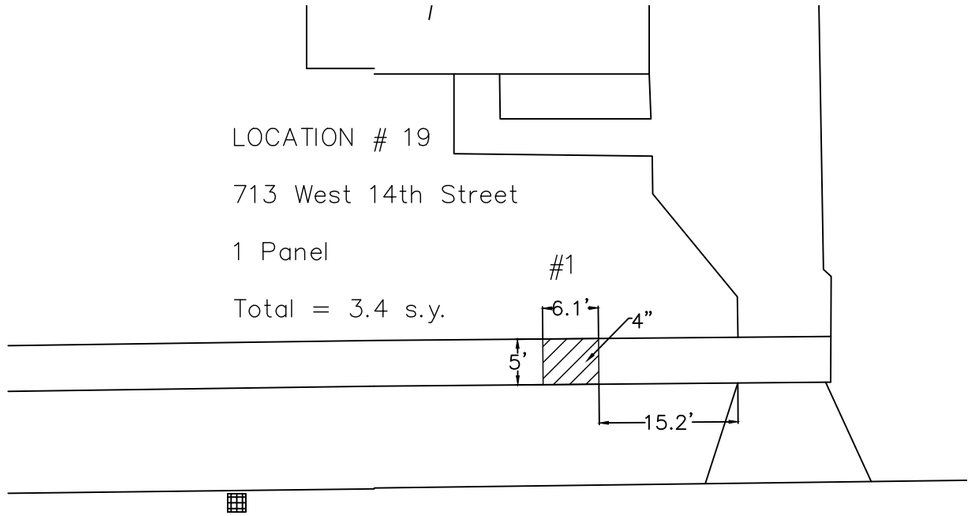
LOCATION 17



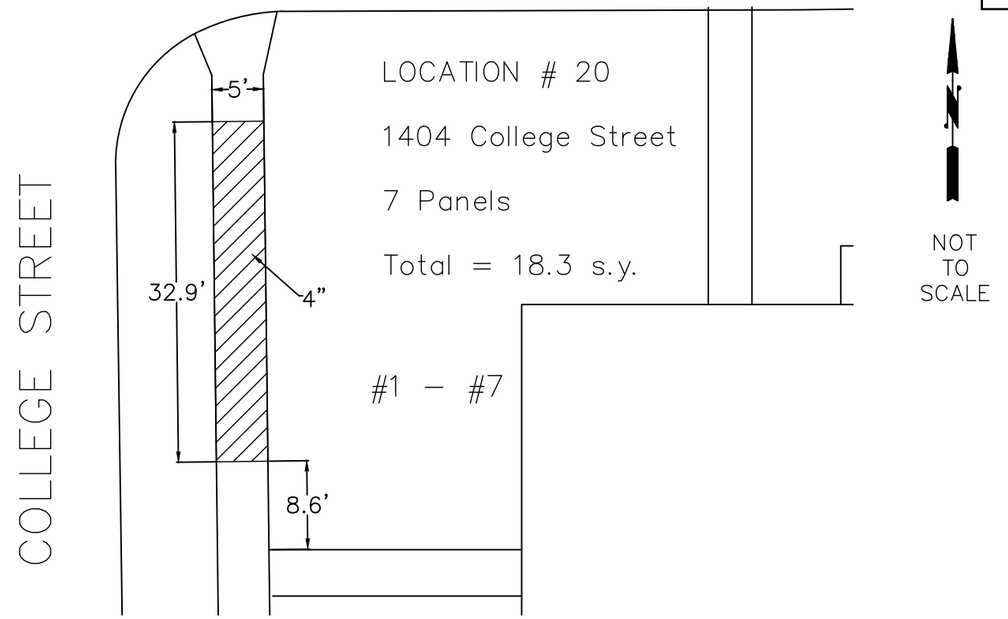
LOCATION 18

SHEET NO.	D.05					2020 SIDEWALK ASSESSMENT 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	SHEET NO.	D.05
TOTAL SHEETS	35	NO.	DATE	REVISION	INIT.				SW-000-3204	TOTAL SHEETS	35
									DRAWN BY: DB		
									CHECKED BY: JPF		

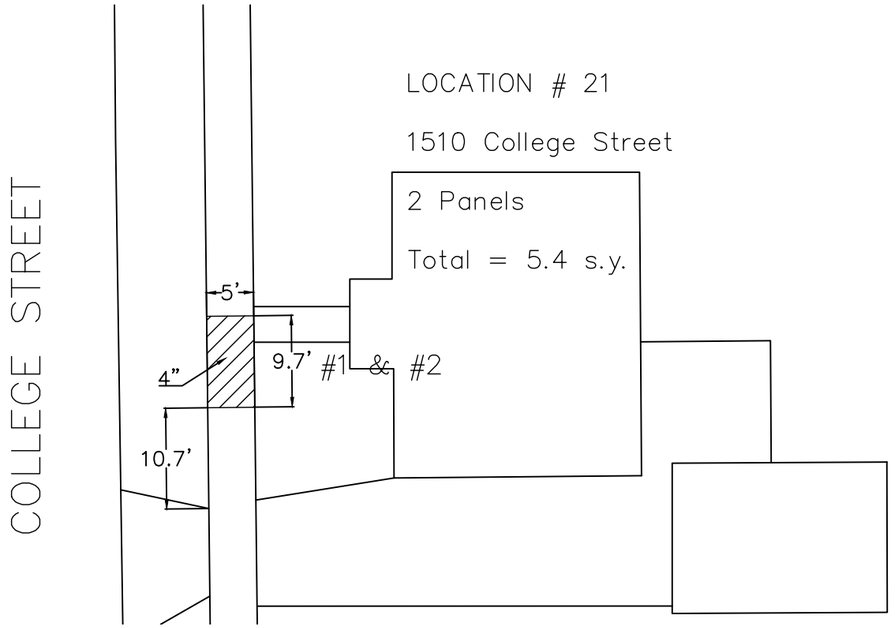
Date: July 13, 2020 - 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



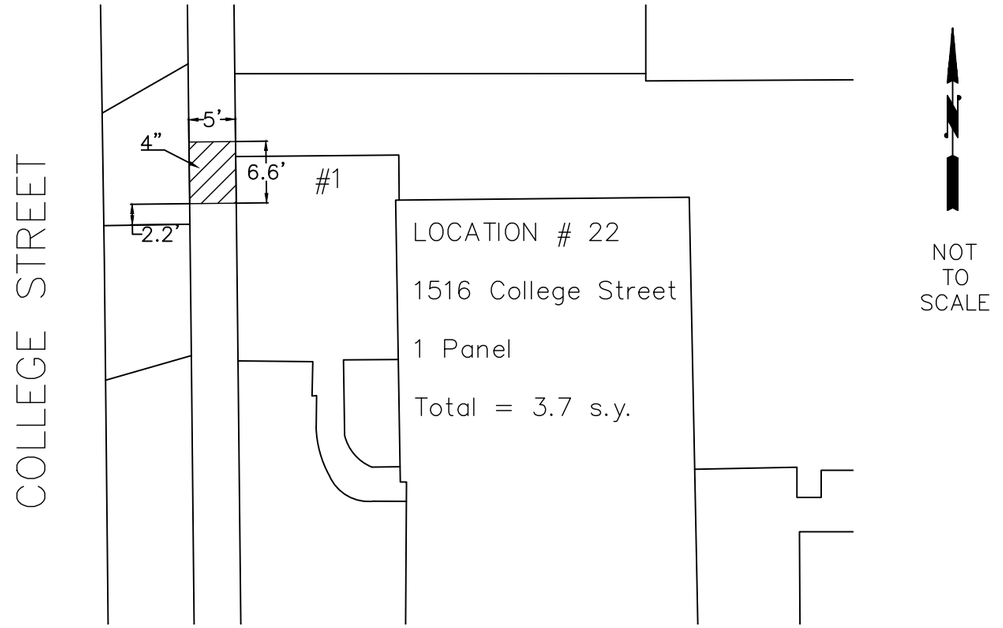
LOCATION 19



LOCATION 20



LOCATION 21



LOCATION 22

SHEET NO.	D.06
TOTAL SHEETS	35

NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

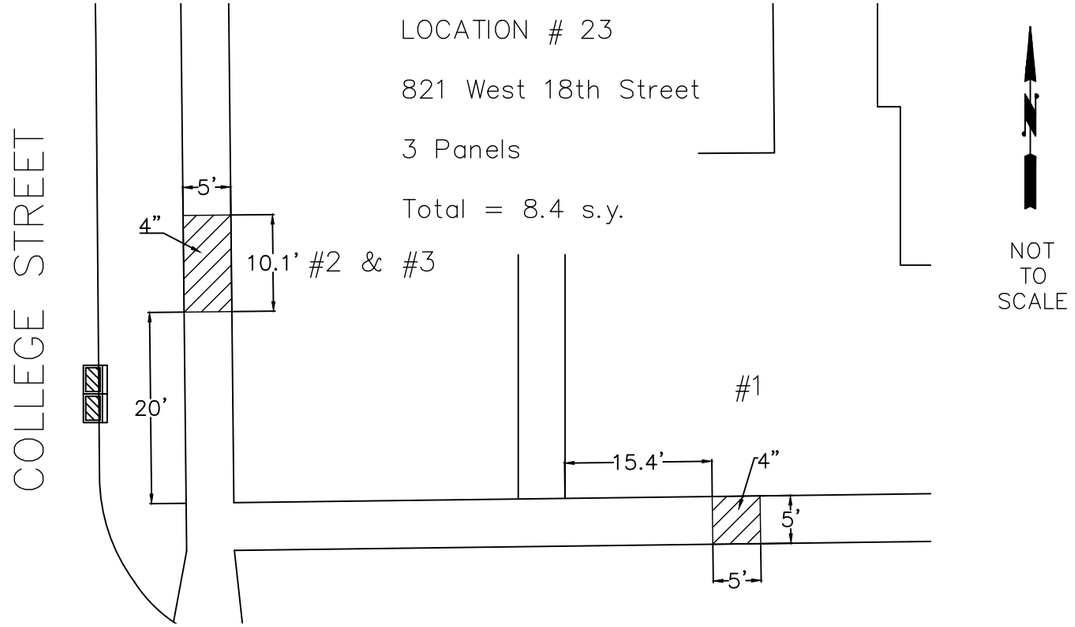
REPAIR LOCATIONS

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"

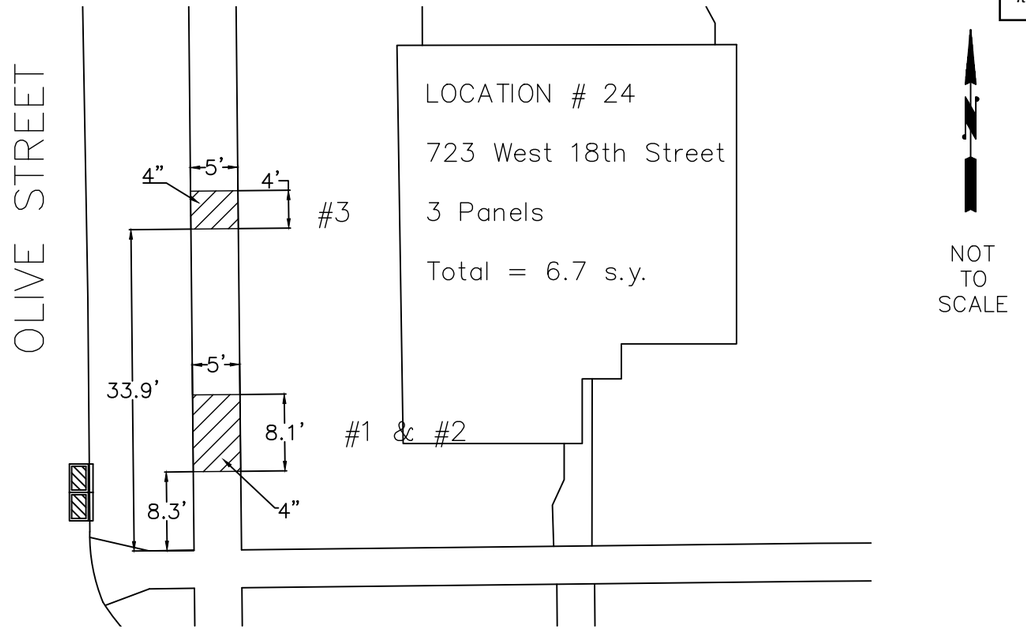
CITY PROJECT NUMBER	
SW-000-3204	
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.06
TOTAL SHEETS	35

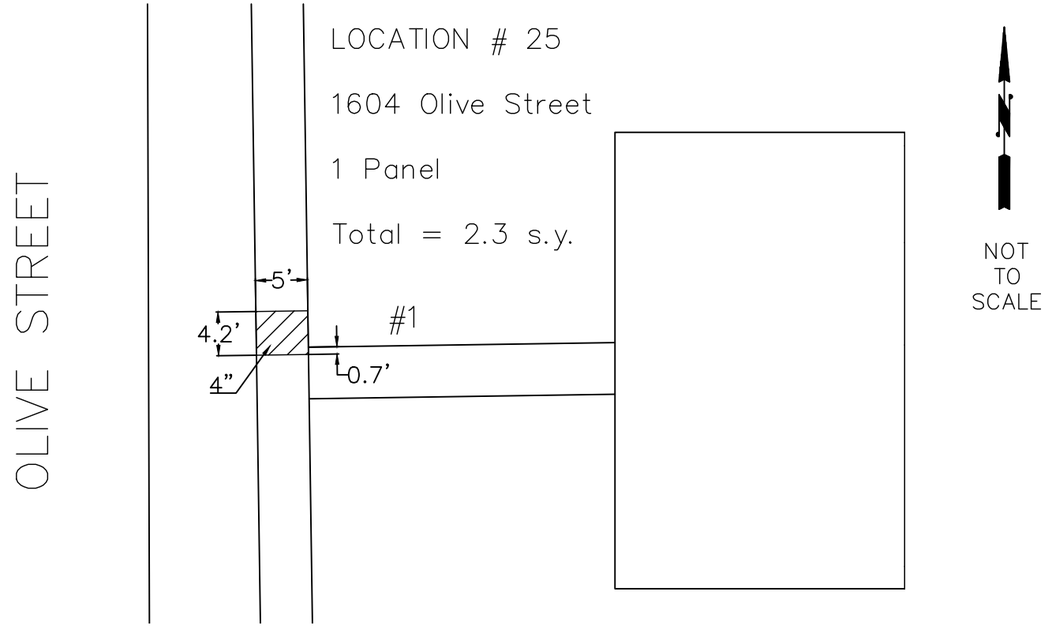
Date: July 13, 2020 – 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 – 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



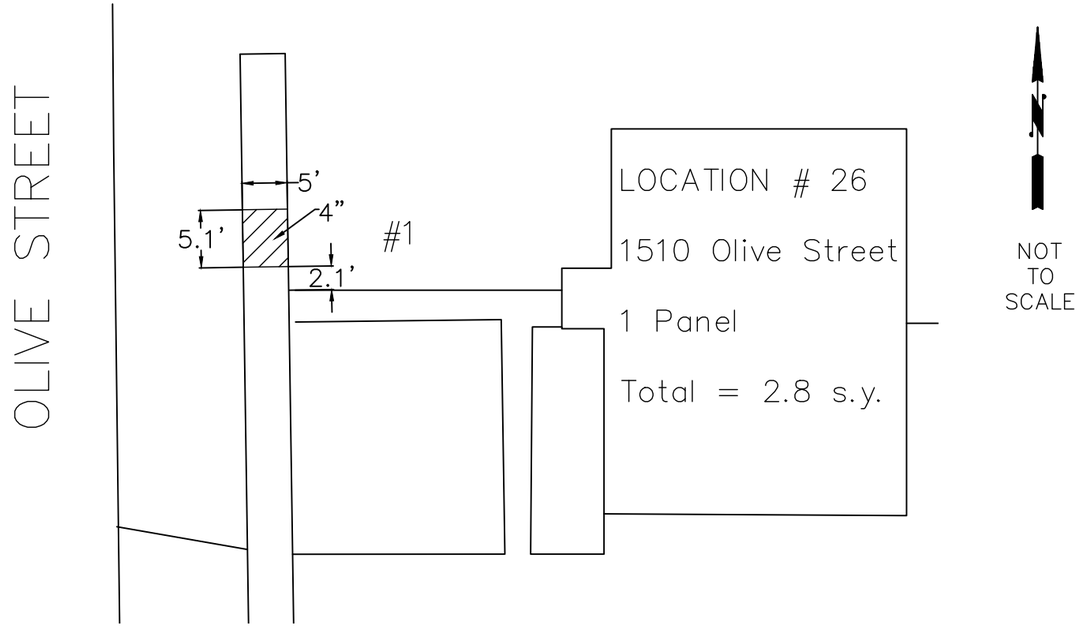
LOCATION 23



LOCATION 24



LOCATION 25



LOCATION 26

SHEET NO.	D.07
TOTAL SHEETS	35

NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

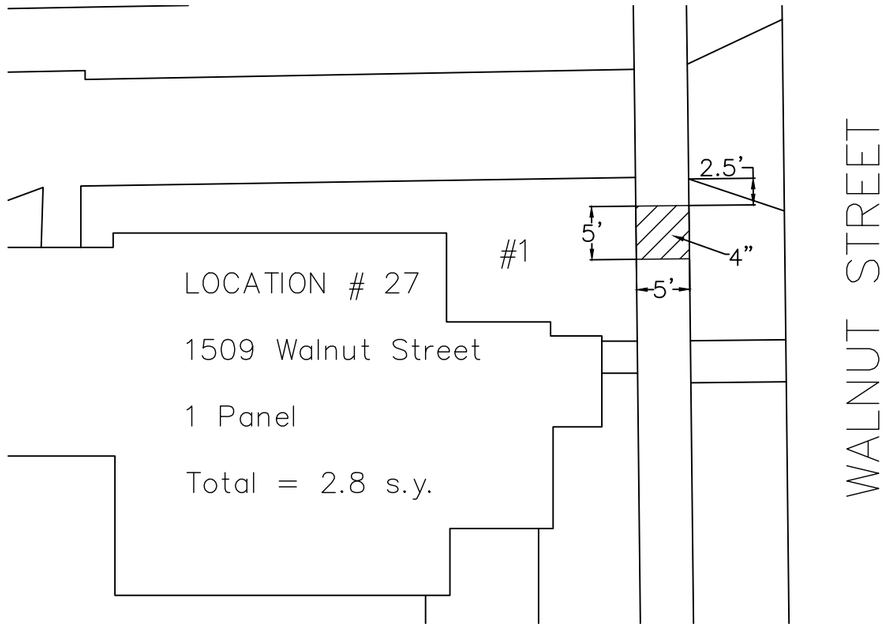
REPAIR LOCATIONS

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"

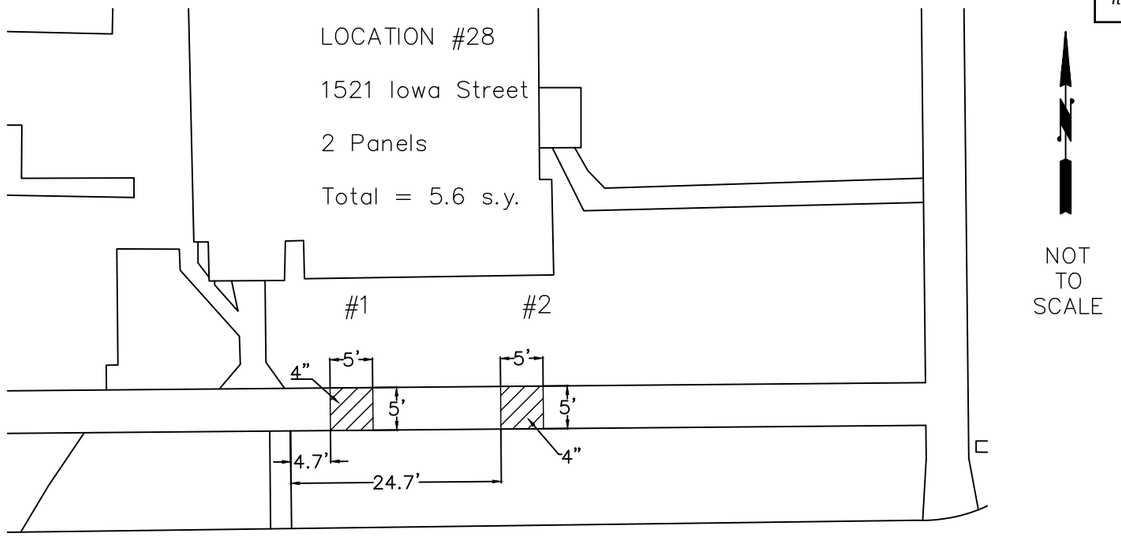
CITY PROJECT NUMBER	
SW-000-3204	
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.07
TOTAL SHEETS	35

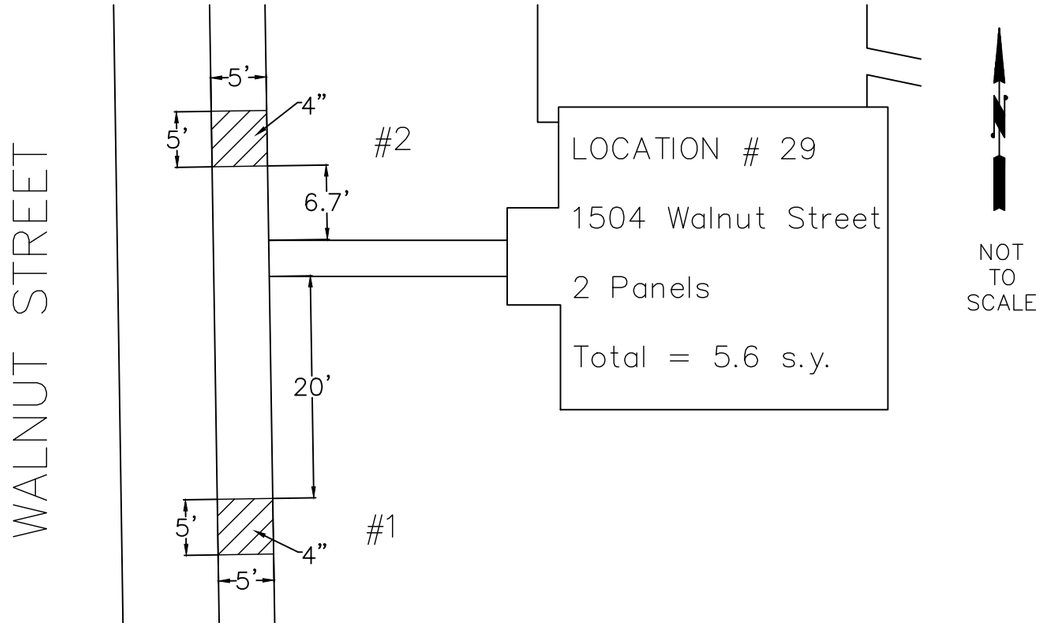
Date: July 13, 2020 - 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



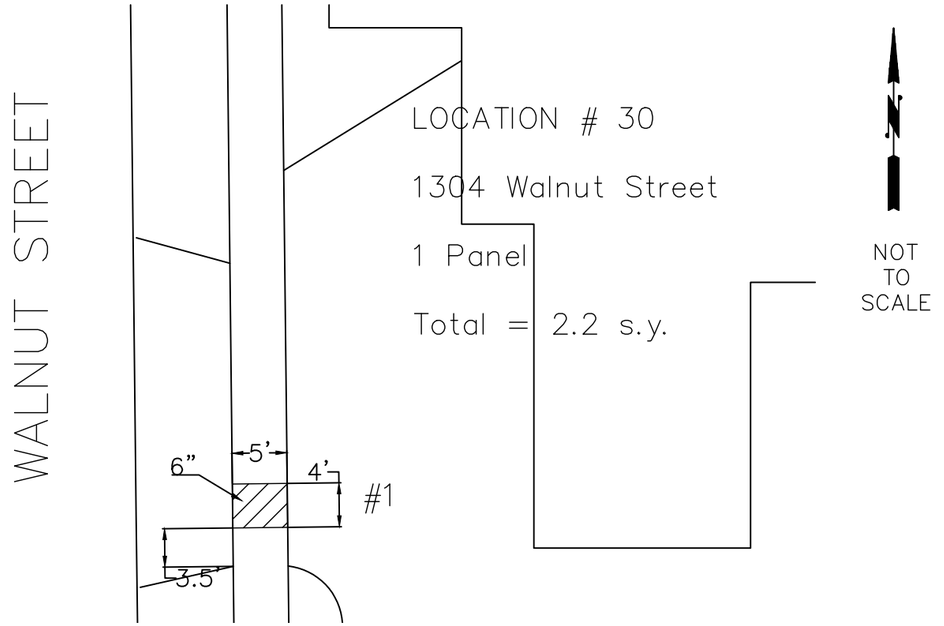
LOCATION 27



LOCATION 28



LOCATION 29



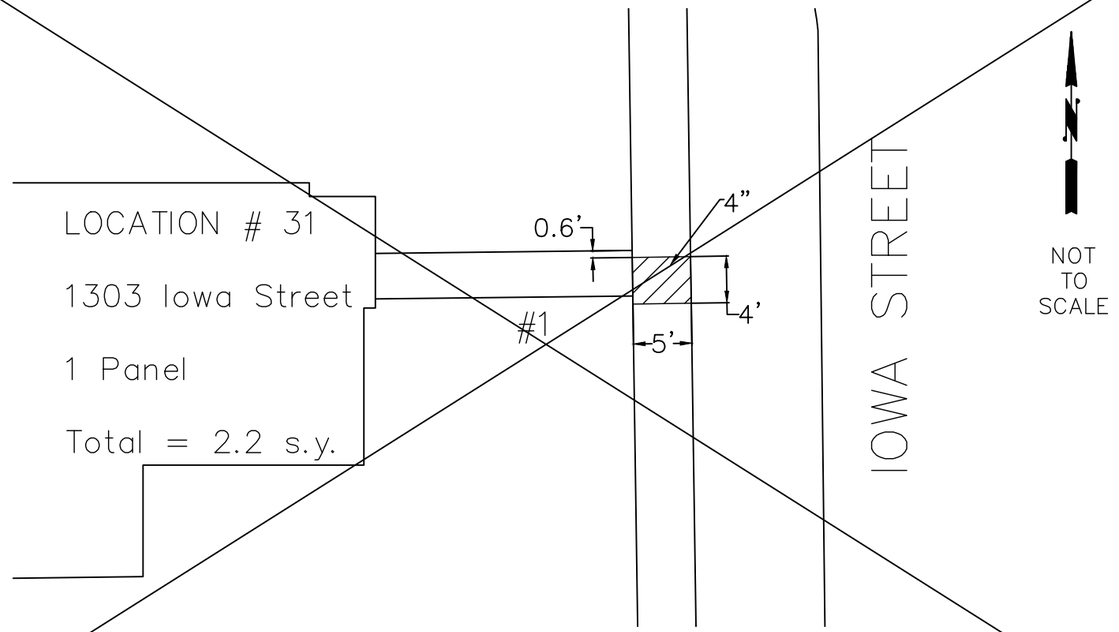
LOCATION 30

SHEET NO.	D.08					2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35	NO.	DATE	REVISION	INIT.		

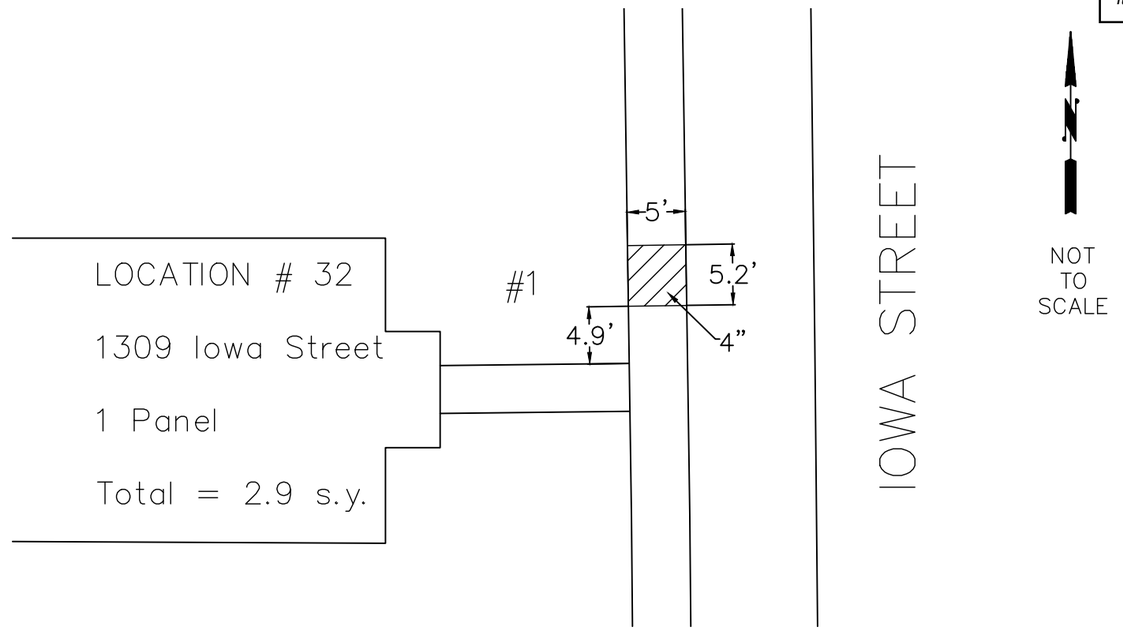
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF
SHEET NO.	D.08
TOTAL SHEETS	35

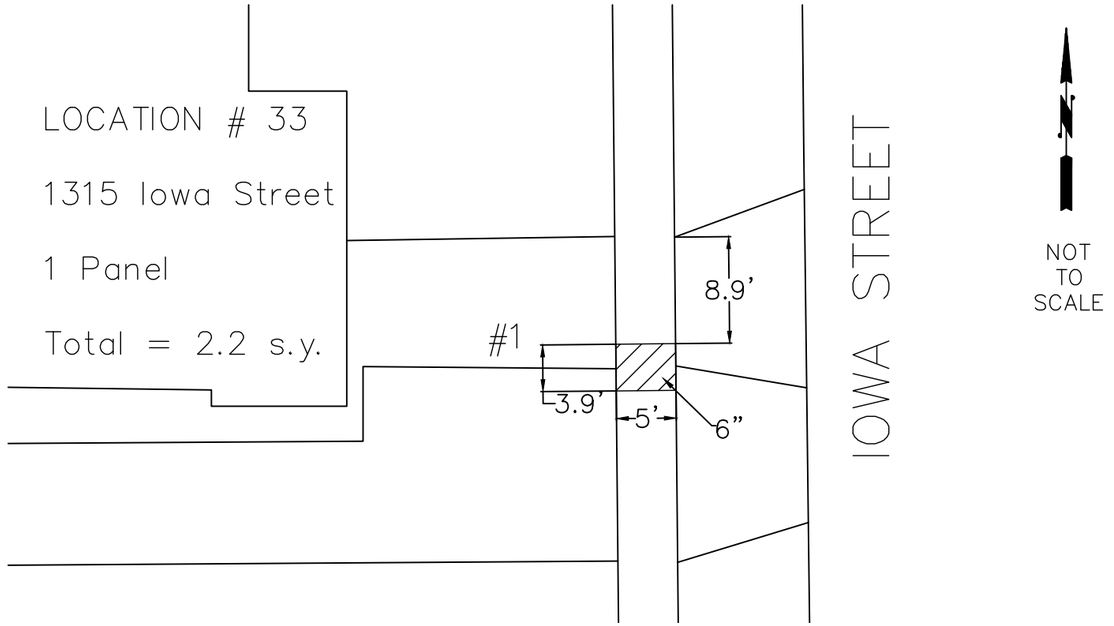
Date: July 13, 2020 - 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



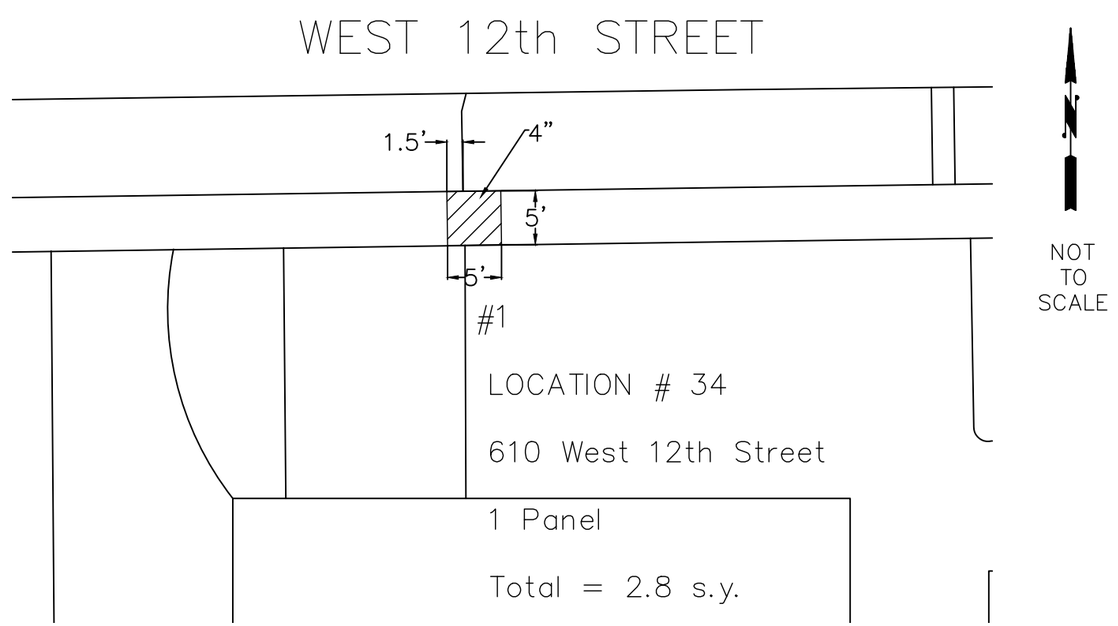
LOCATION 31



LOCATION 32



LOCATION 33



LOCATION 34

SHEET NO.	D.09
TOTAL SHEETS	35

NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

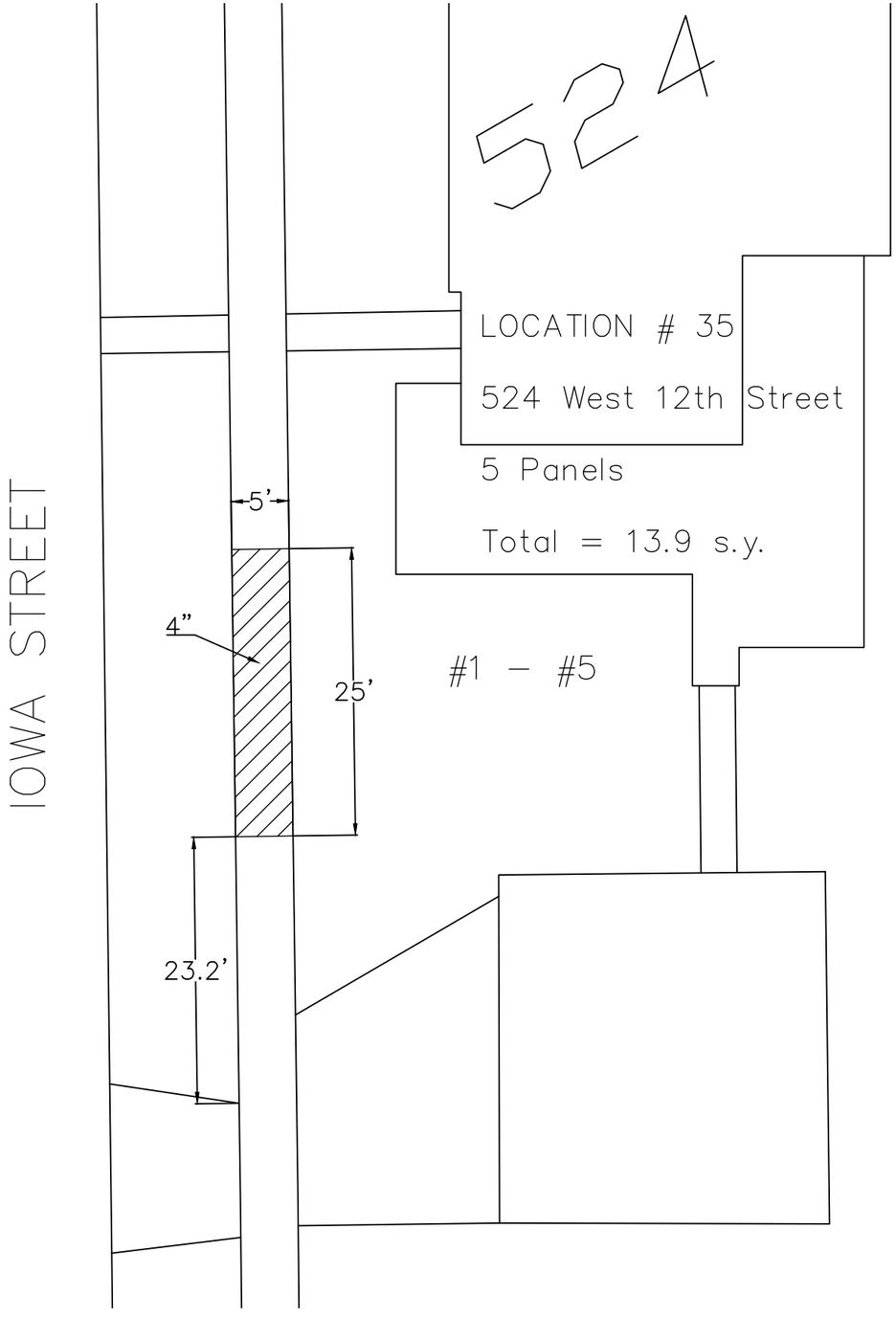
REPAIR LOCATIONS

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"

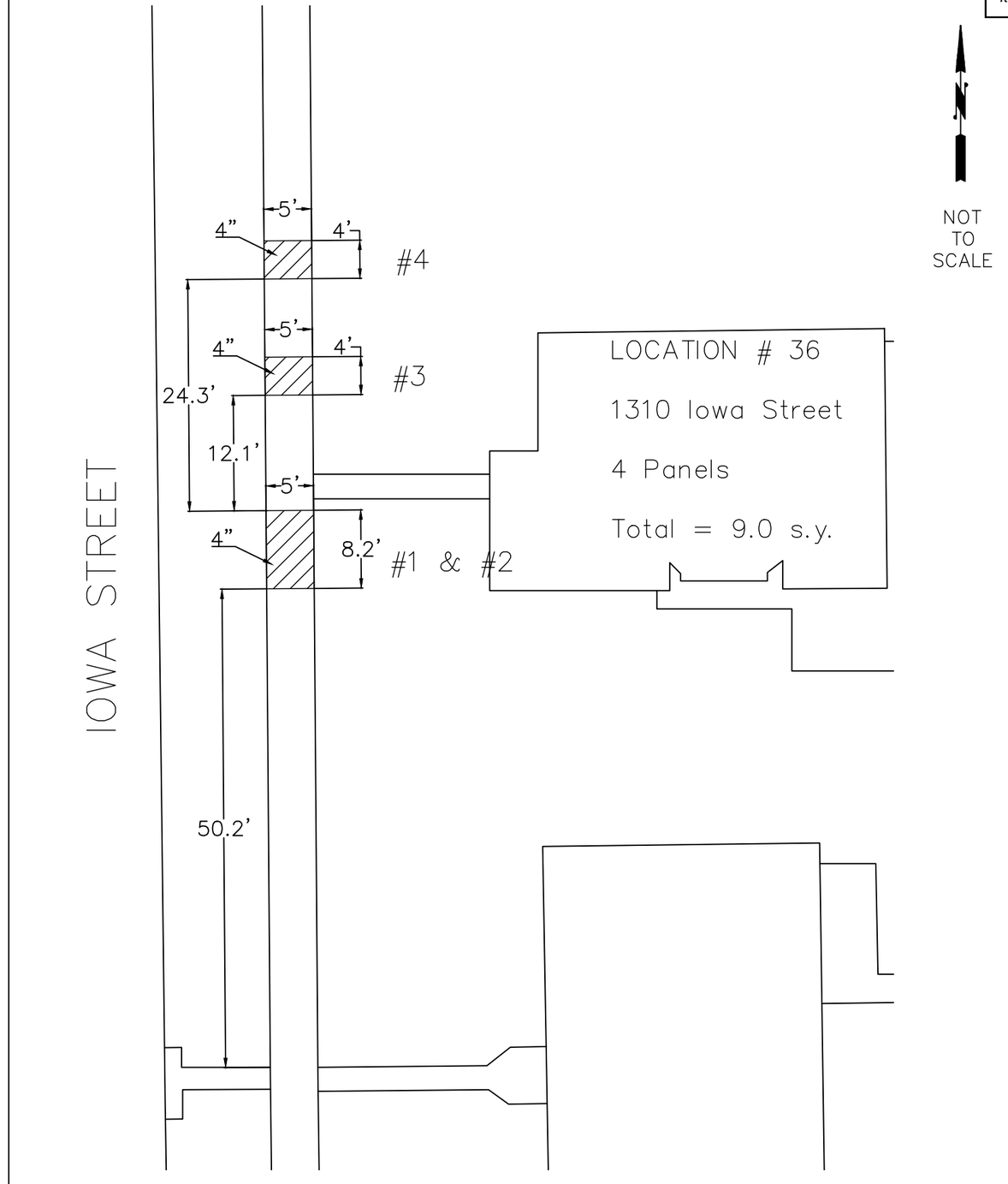
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.09
TOTAL SHEETS	35

Date: July 13, 2020 - 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



LOCATION 35



LOCATION 36

SHEET NO.	D.10						
TOTAL SHEETS	35						
		NO.	DATE	REVISION	INIT.		

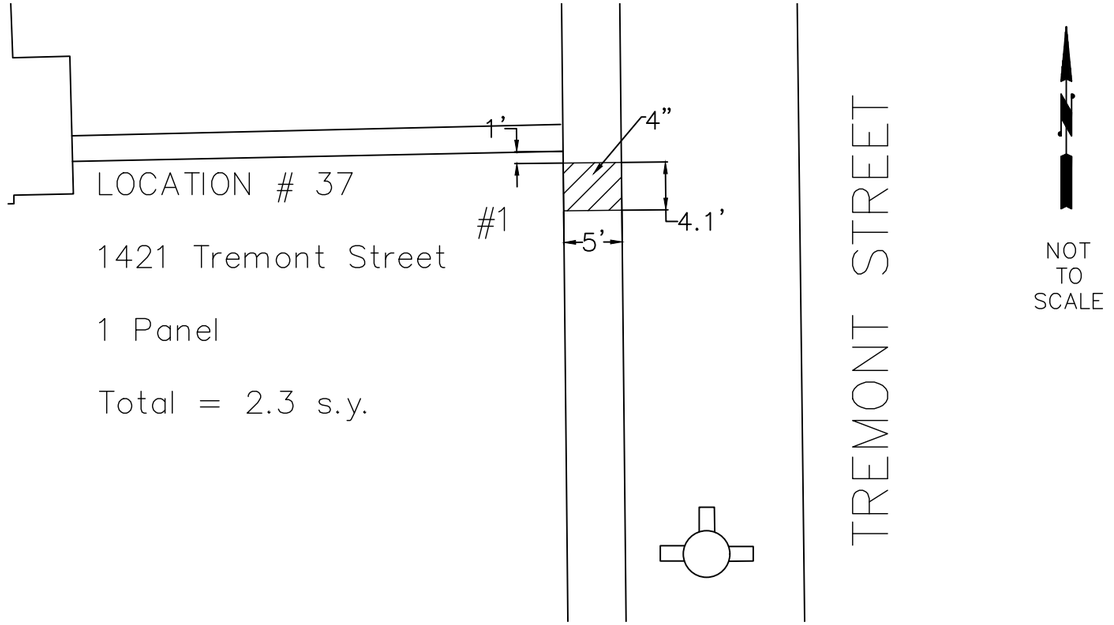
2020 SIDEWALK ASSESSMENT PROJECT

REPAIR LOCATIONS

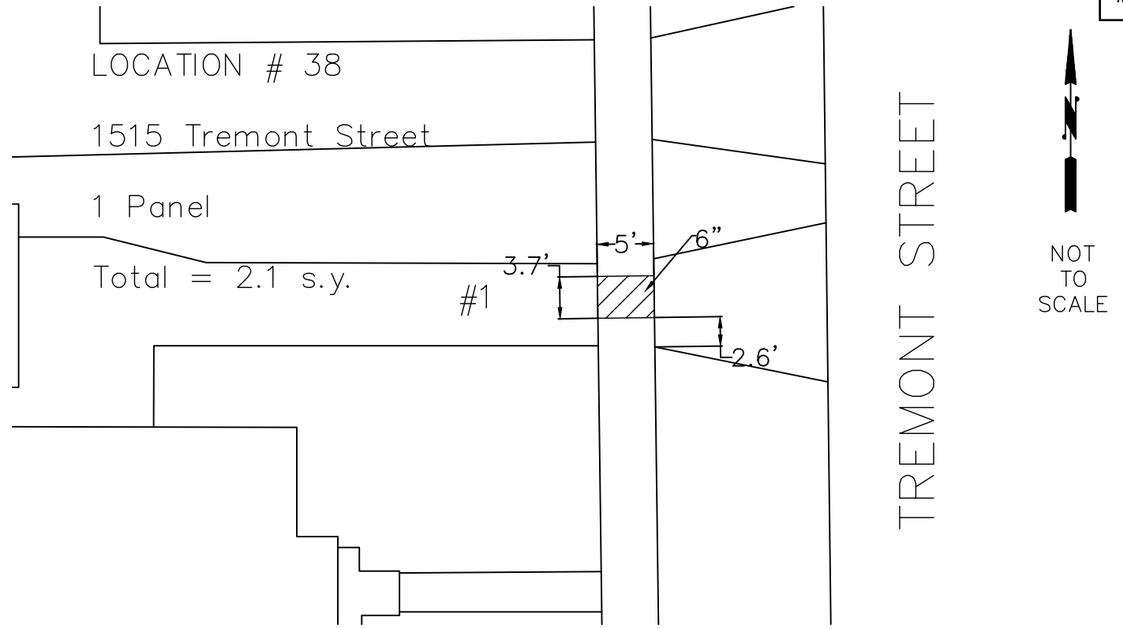
DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER		SHEET NO.	D.10
SW-000-3204			
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

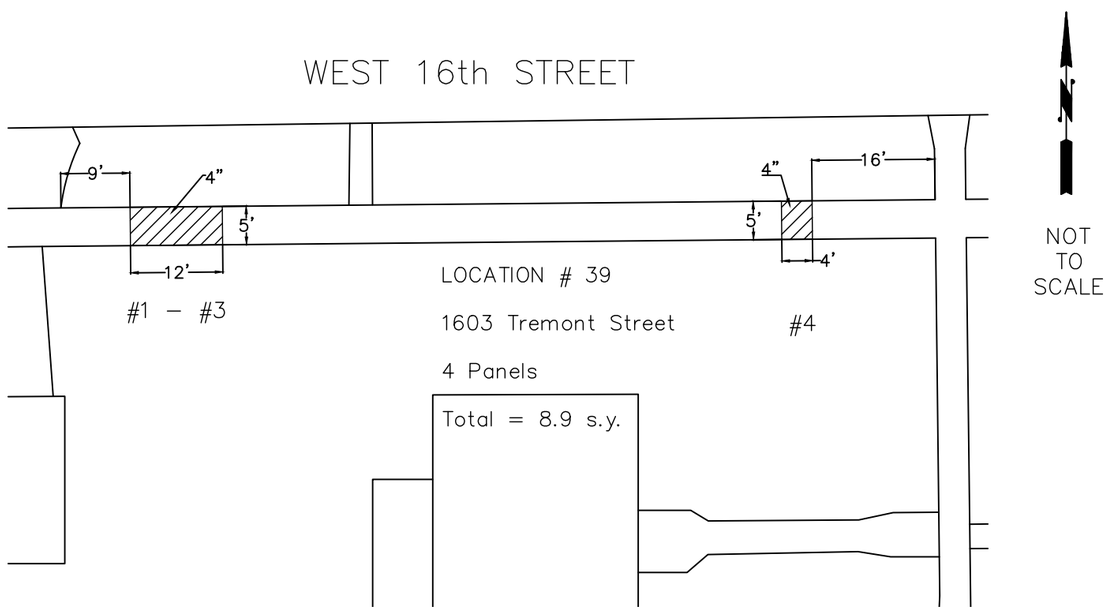
Date: July 13, 2020 – 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 – 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



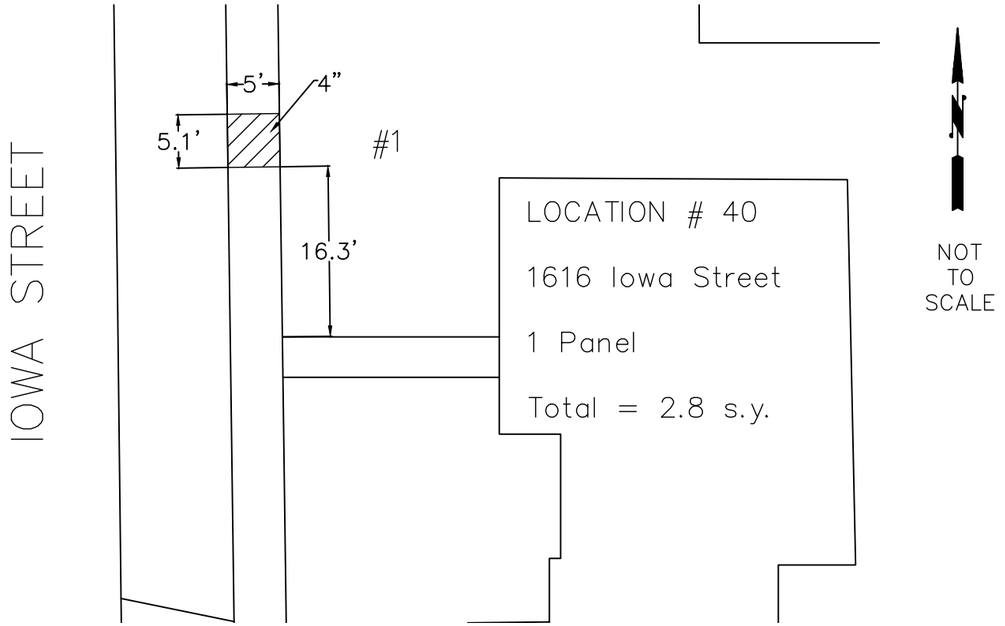
LOCATION 37



LOCATION 38



LOCATION 39



LOCATION 40

SHEET NO.	D.11	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	35				

2020 SIDEWALK ASSESSMENT PROJECT

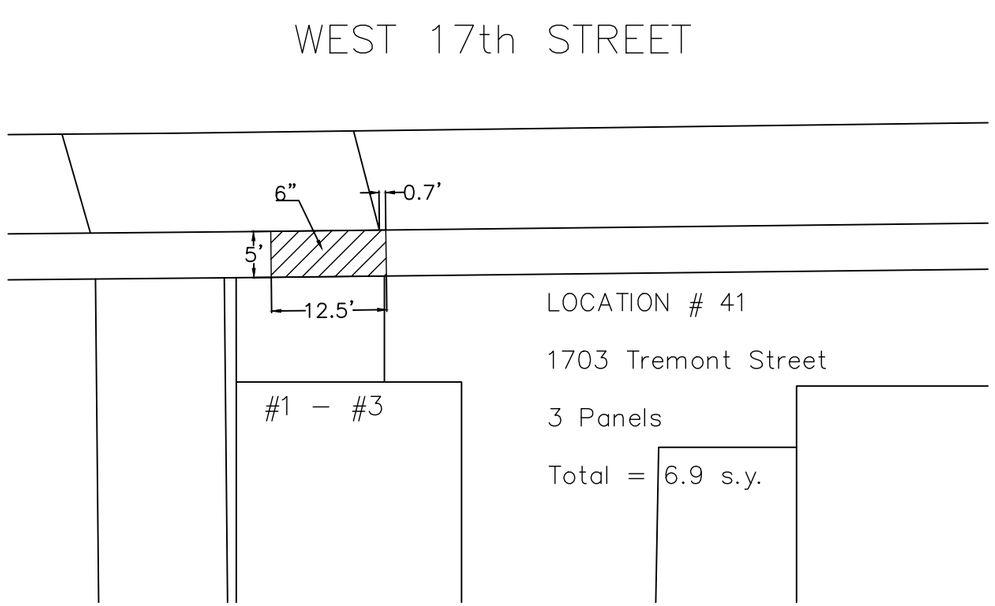
REPAIR LOCATIONS

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"

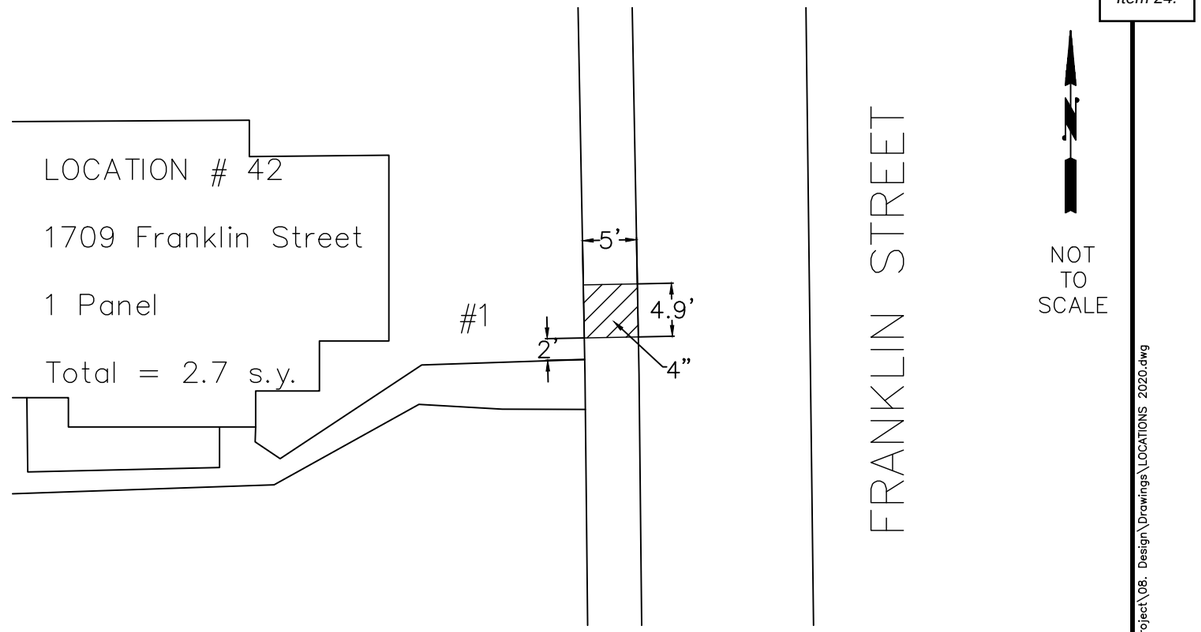
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.11
TOTAL SHEETS	35

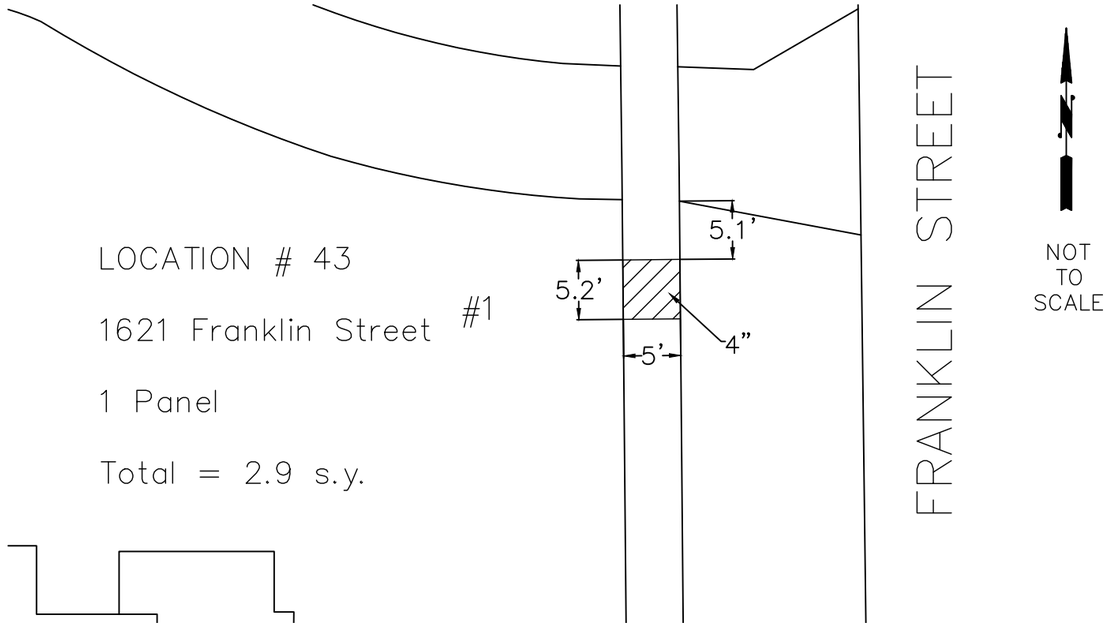
Date: July 13, 2020 – 10:44 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 – 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



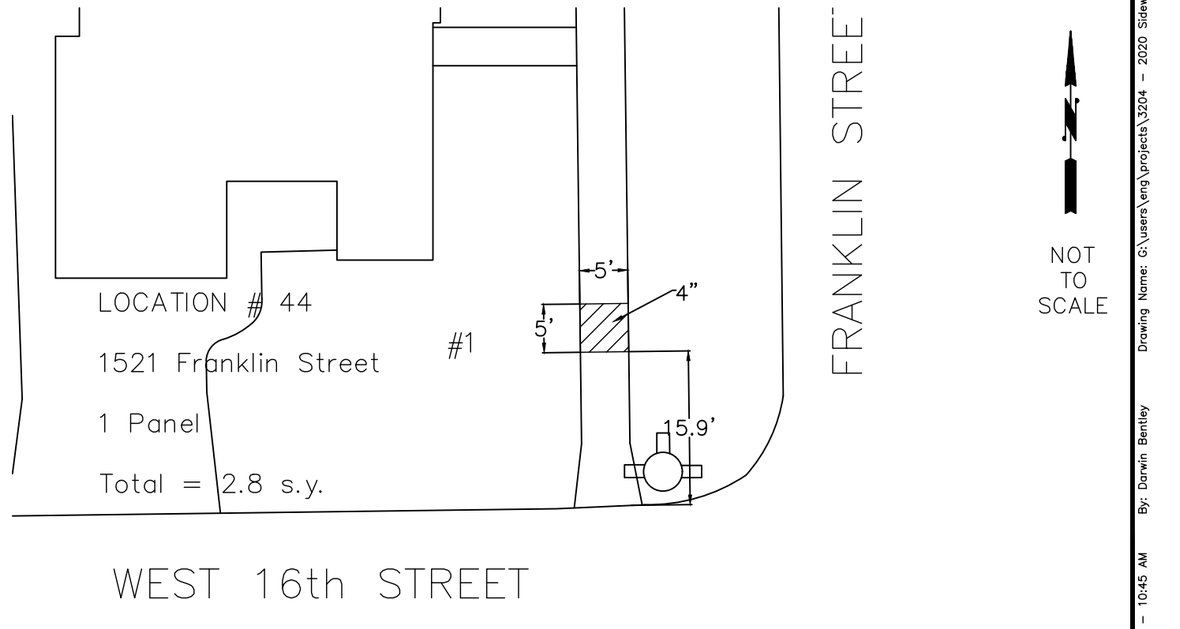
LOCATION 41



LOCATION 42



LOCATION 43



LOCATION 44

SHEET NO.	D.12
TOTAL SHEETS	35

NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

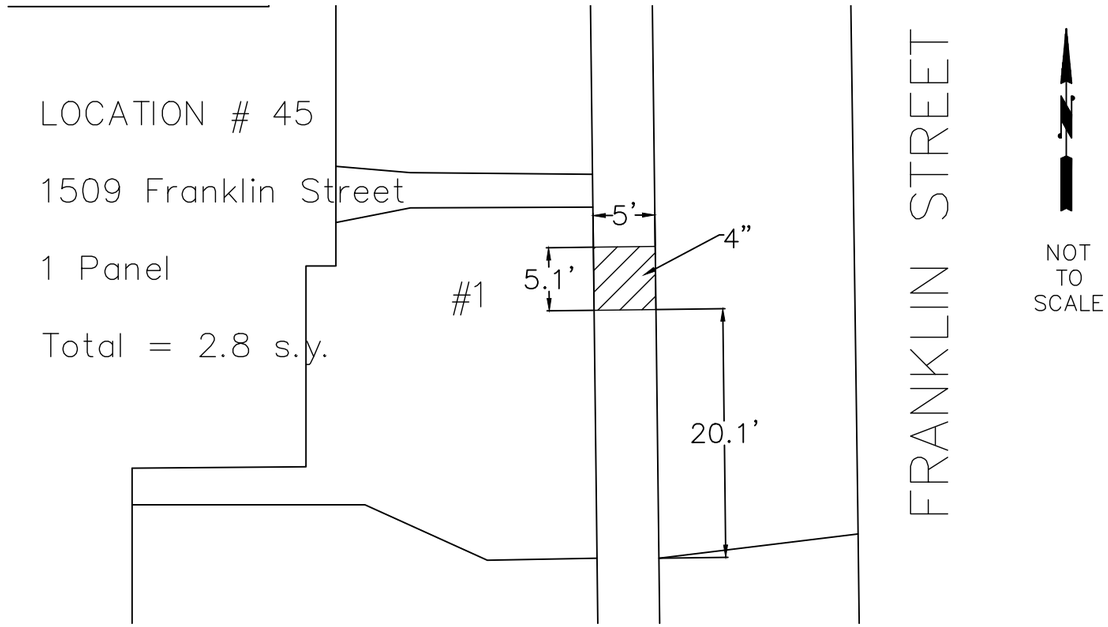
REPAIR LOCATIONS

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"

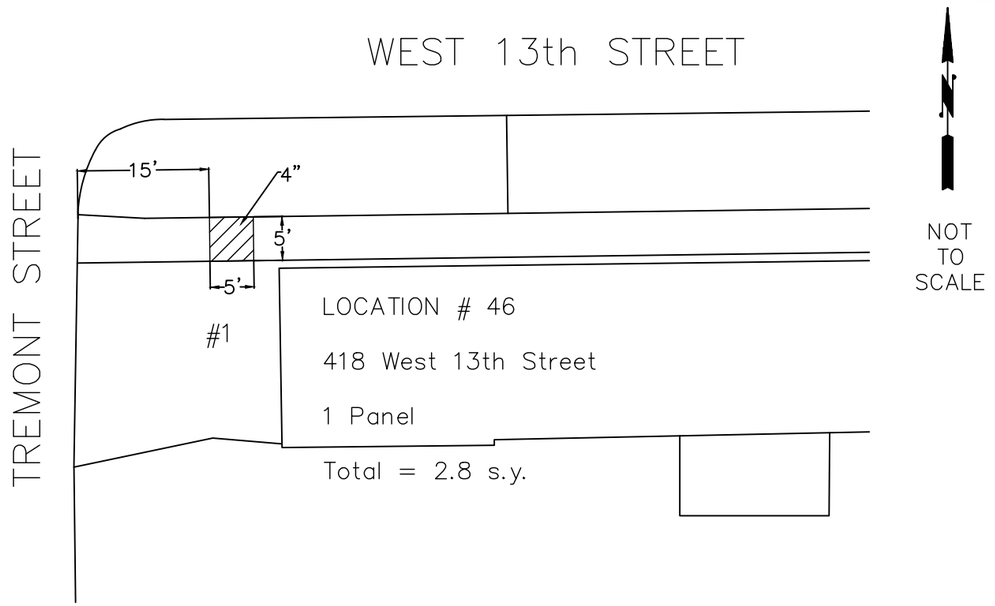
CITY PROJECT NUMBER	
SW-000-3204	
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.12
TOTAL SHEETS	35

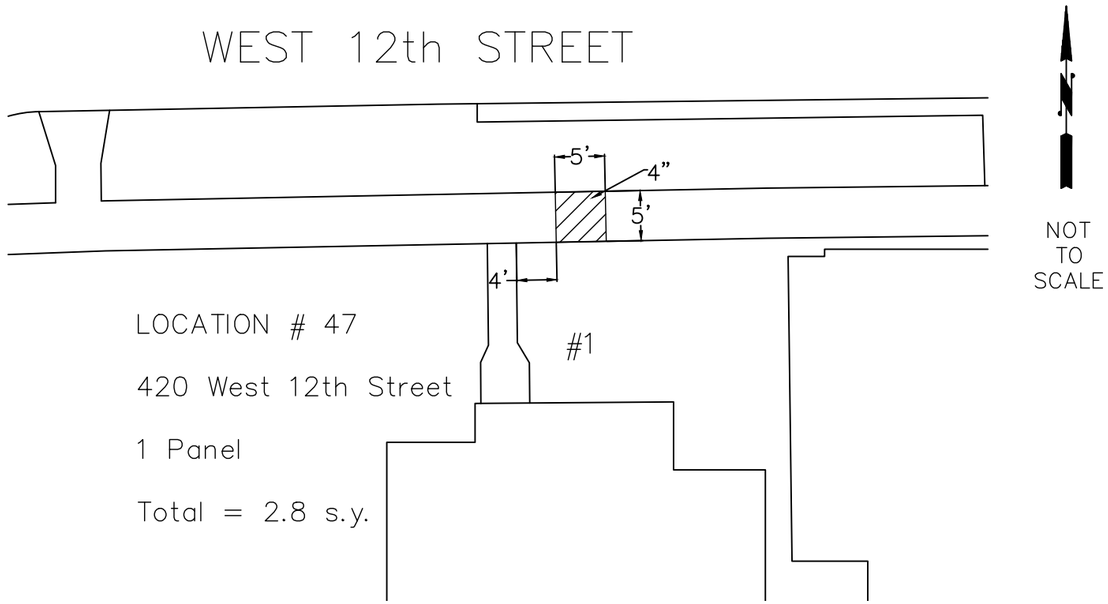
Date: July 13, 2020 – 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 – 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



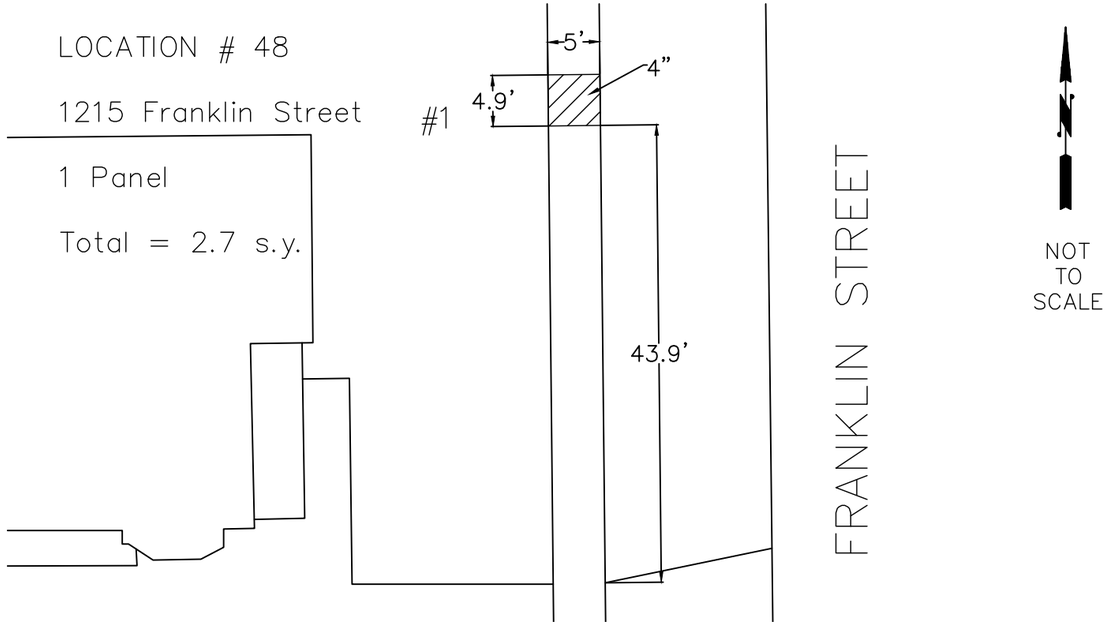
LOCATION 45



LOCATION 46



LOCATION 47



LOCATION 48

SHEET NO.	D.13				
TOTAL SHEETS	35				
		NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

REPAIR LOCATIONS

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
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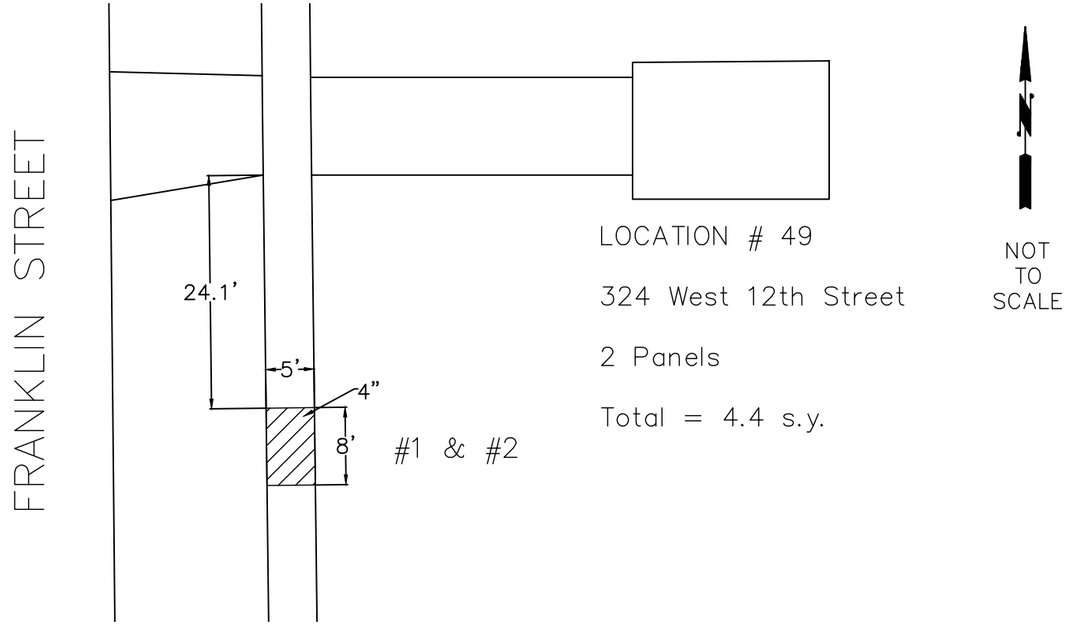
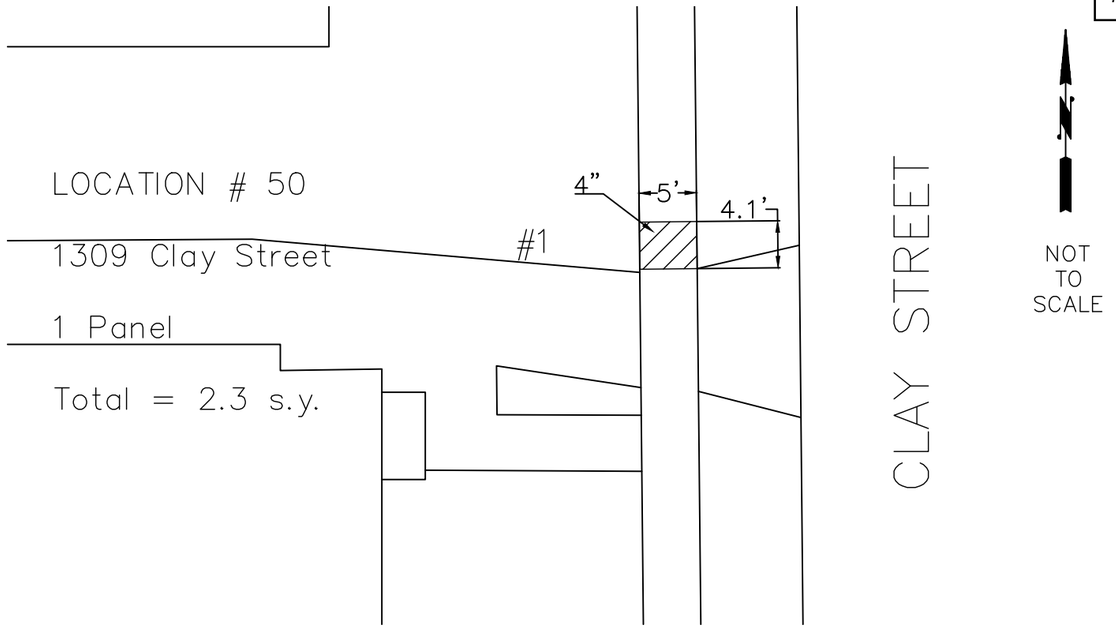
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.13
TOTAL SHEETS	35

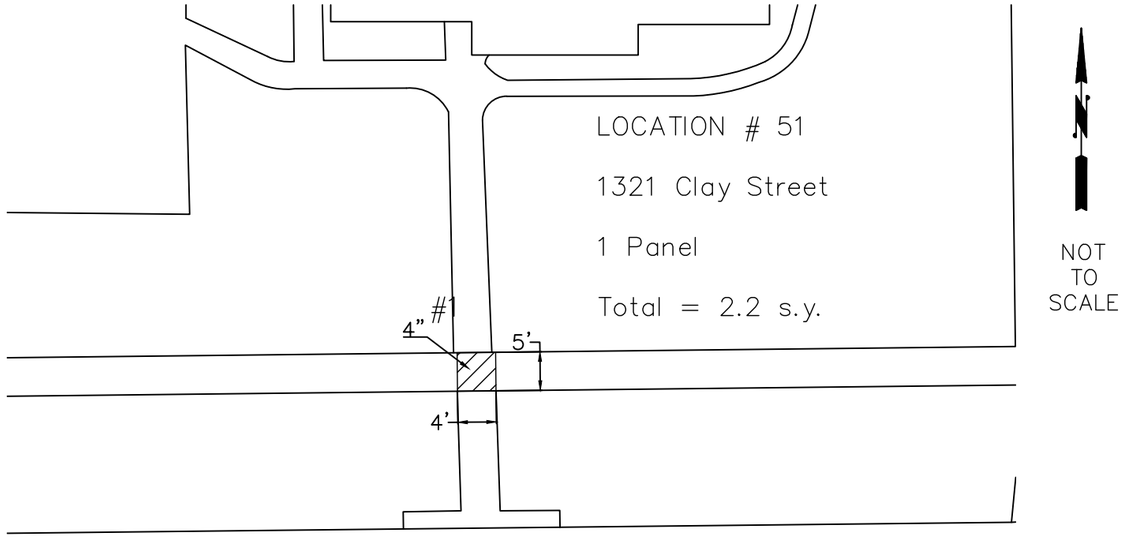
Date: July 13, 2020 - 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



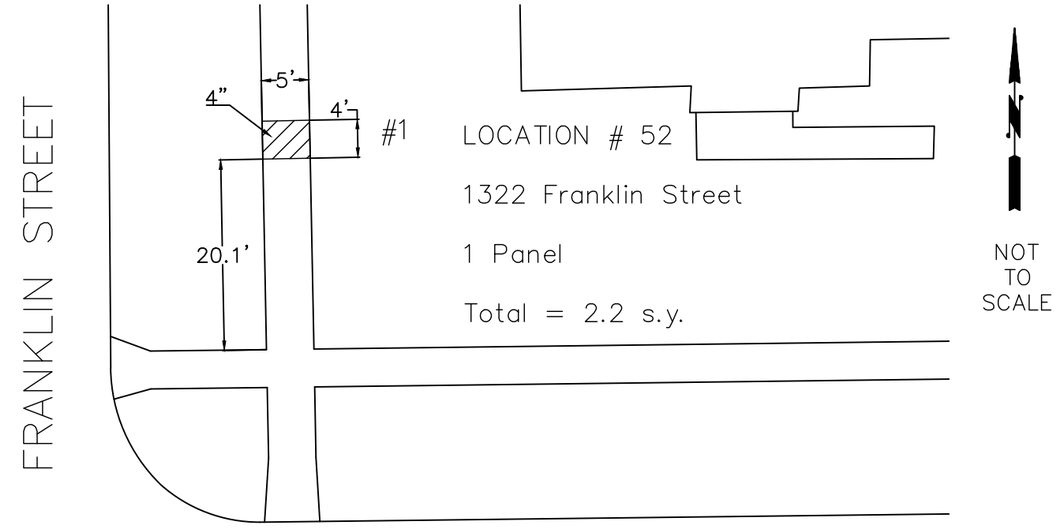
LOCATION 49



LOCATION 50



LOCATION 51



LOCATION 52

SHEET NO.	D.14					
TOTAL SHEETS	35					
		NO.	DATE	REVISION	INIT.	

2020 SIDEWALK ASSESSMENT PROJECT

REPAIR LOCATIONS

DEPARTMENT OF PUBLIC WORKS
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CITY of CEDAR FALLS, IOWA
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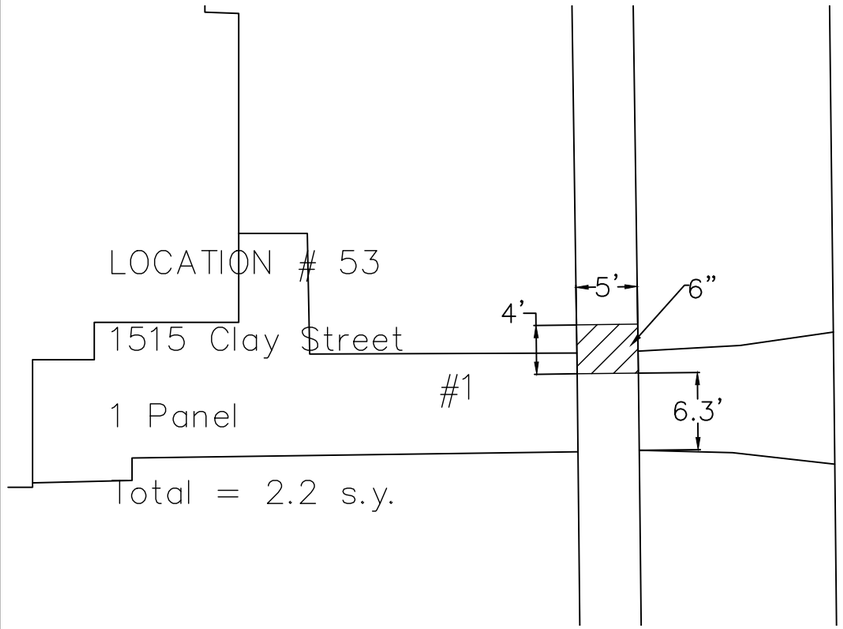
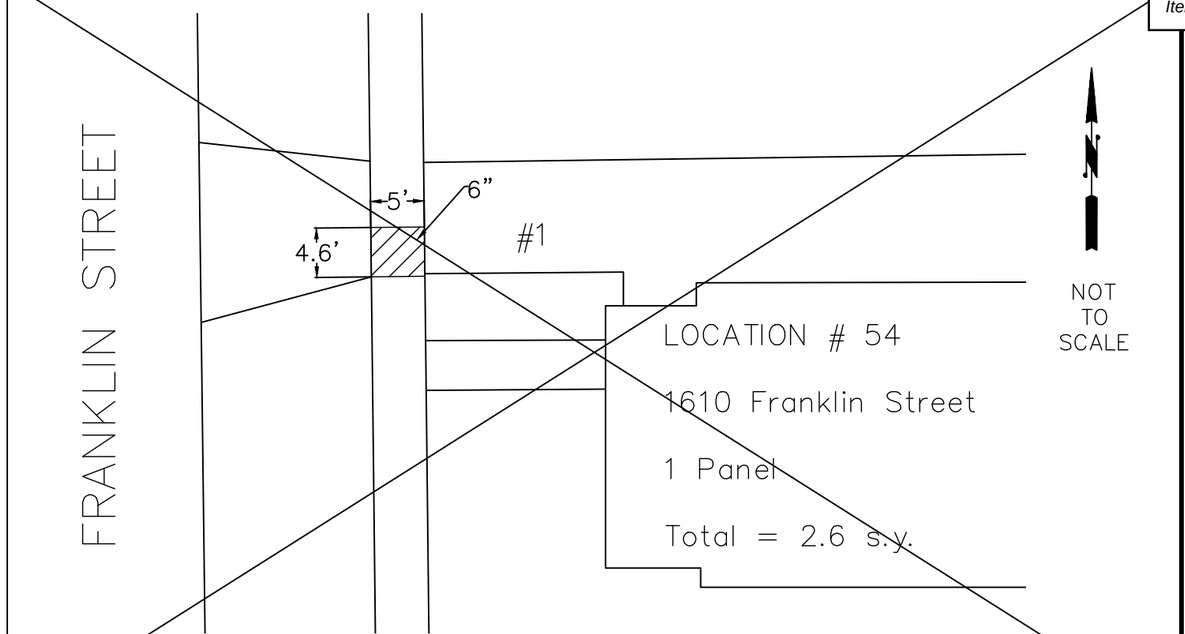
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.14
TOTAL SHEETS	35

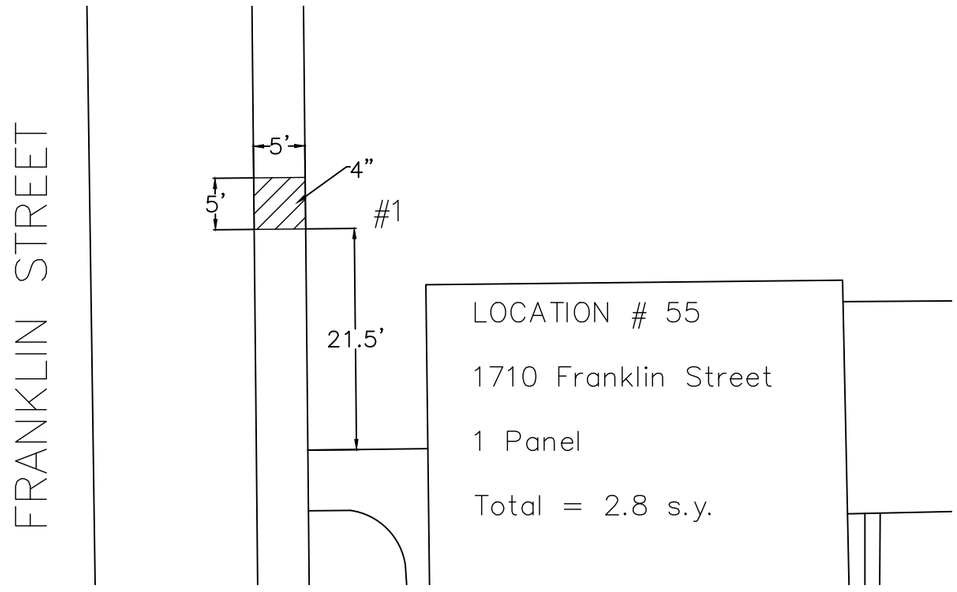
Date: July 13, 2020 - 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



LOCATION 53



LOCATION 54



LOCATION 55

SHEET NO.	D.15					2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35	NO.	DATE	REVISION	INIT.		

DEPARTMENT OF PUBLIC WORKS
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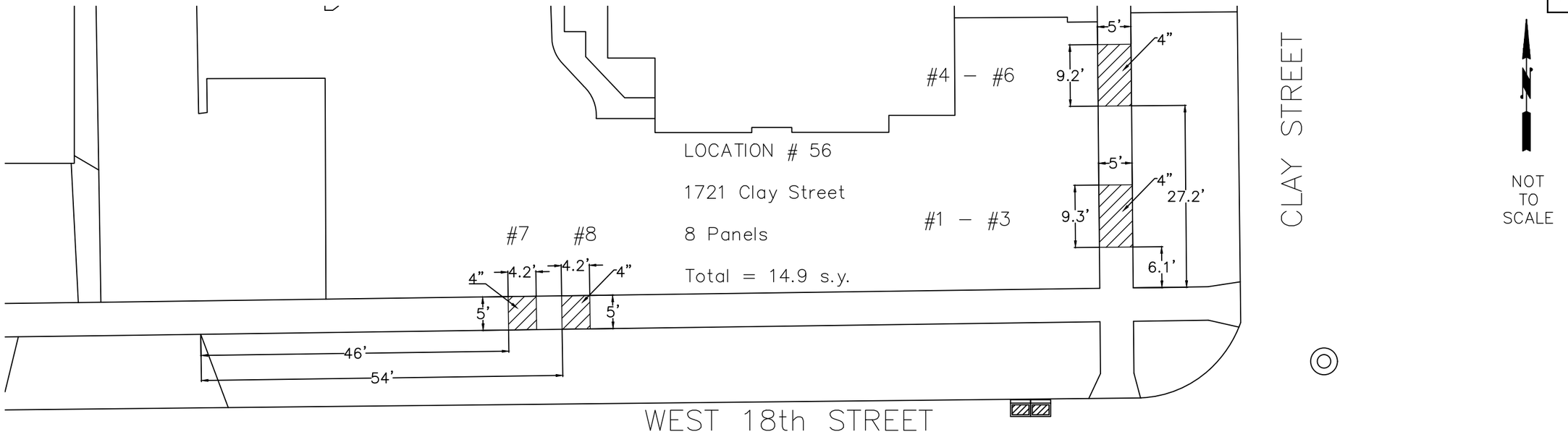
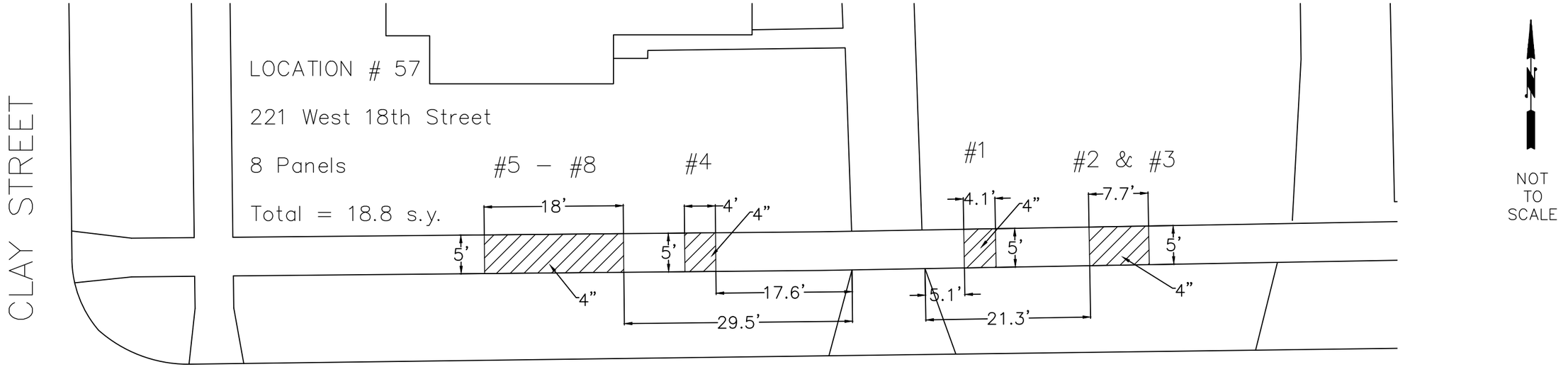
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.15
TOTAL SHEETS	35

Date: July 13, 2020 - 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



LOCATION 56



LOCATION 57

SHEET NO.	D.16					2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35	NO.	DATE	REVISION	INIT.		

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
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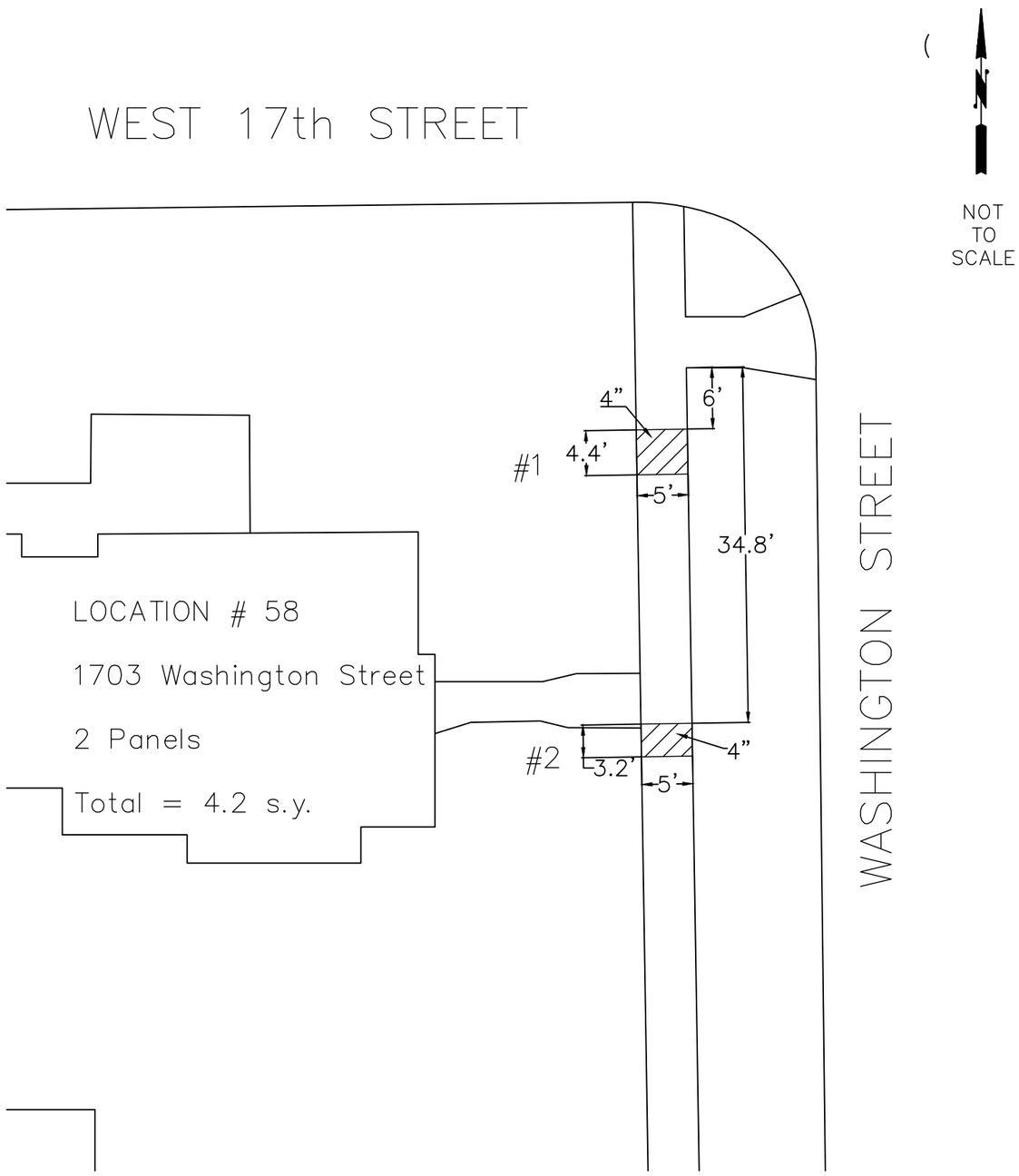
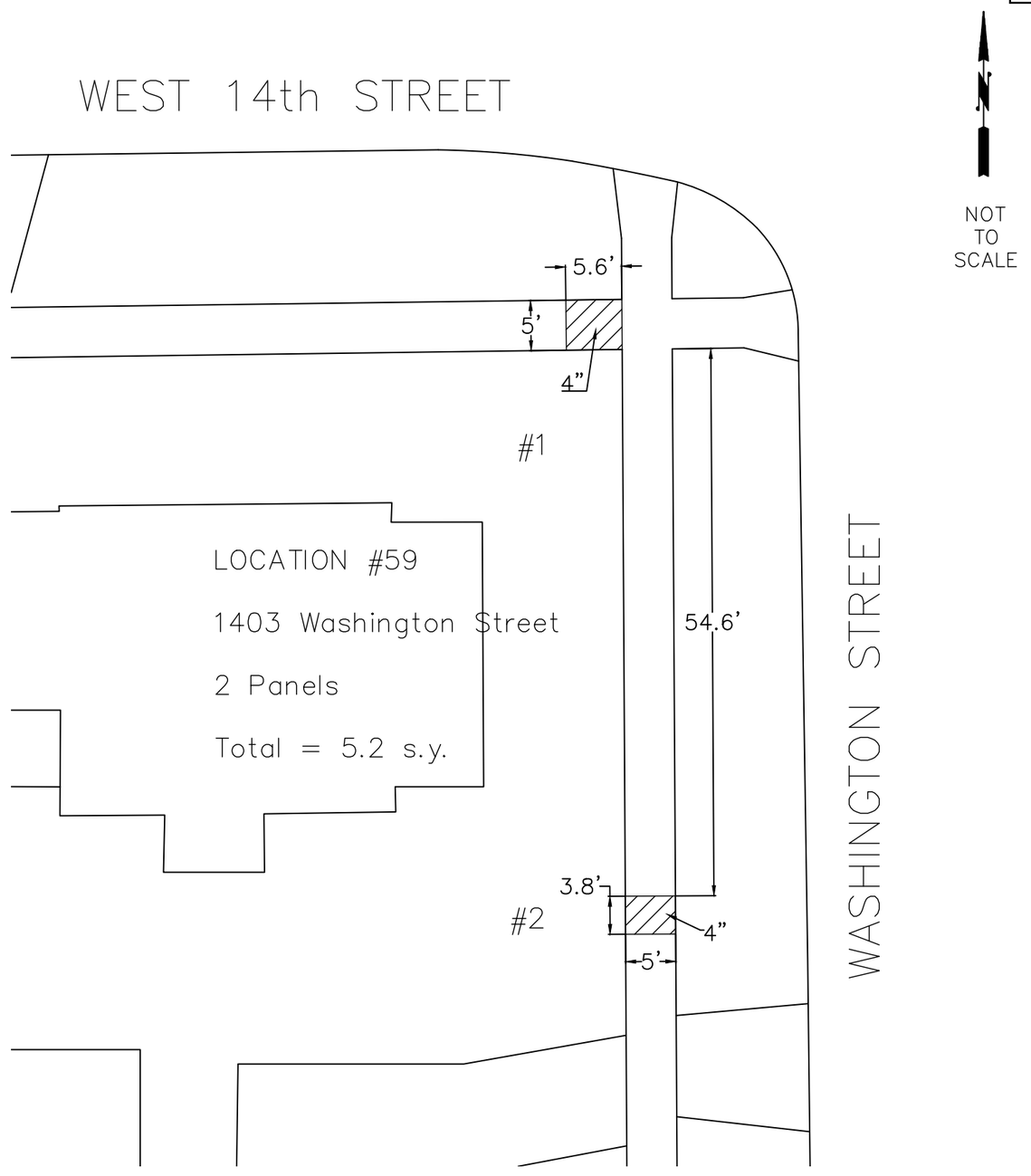
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO. D.16
TOTAL SHEETS 35

Date: July 13, 2020 – 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 – 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg





LOCATION 58

LOCATION 59

SHEET NO.	D.17	NO.	DATE	REVISION	INIT.	2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35						

DEPARTMENT OF PUBLIC WORKS
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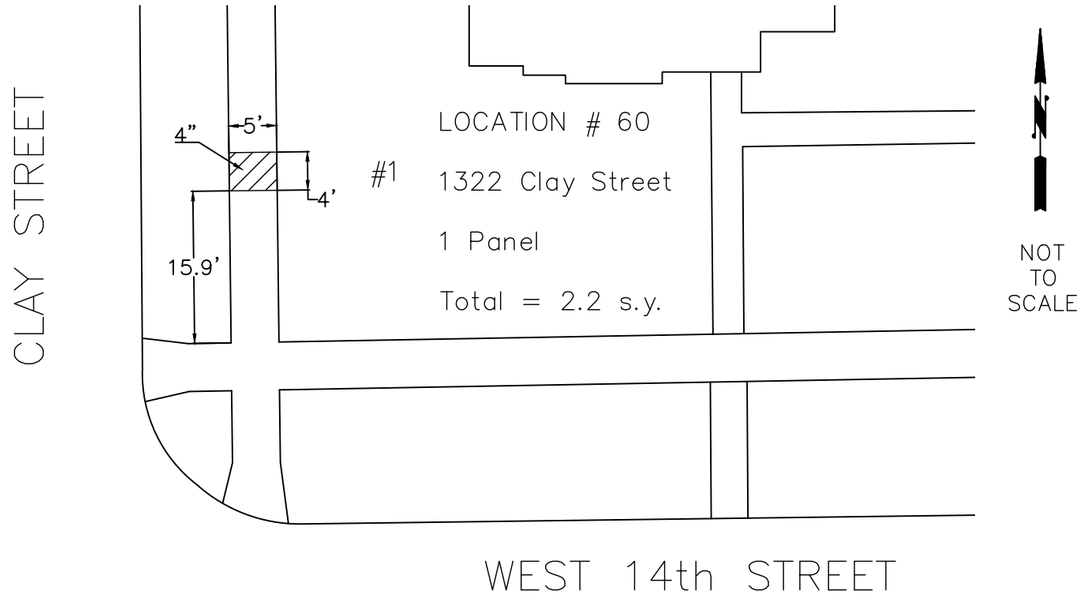
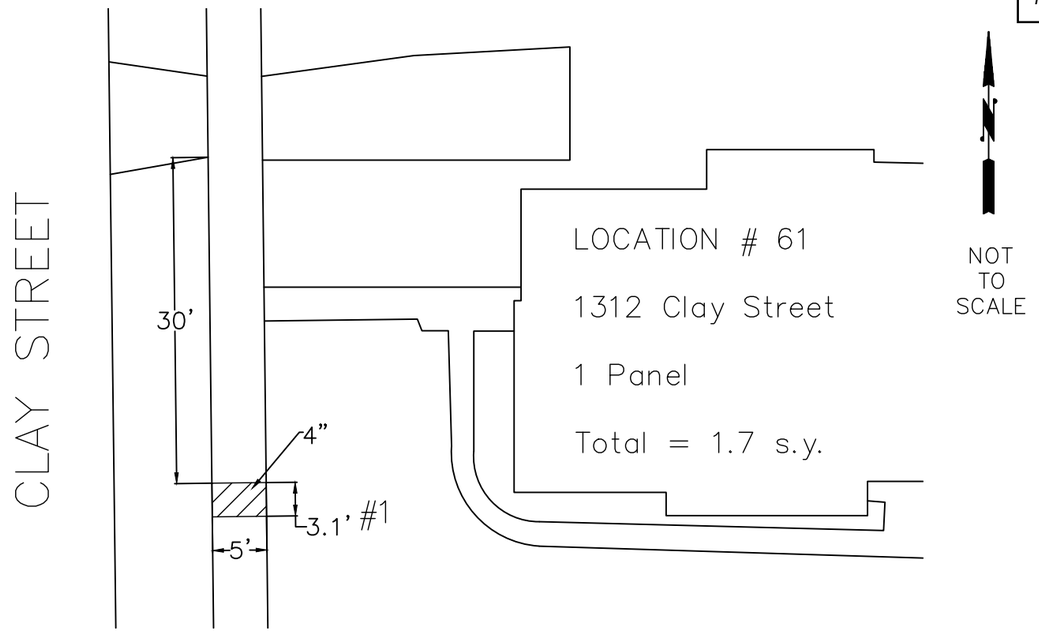
CITY PROJECT NUMBER		SHEET NO.	D.17
SW-000-3204			
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

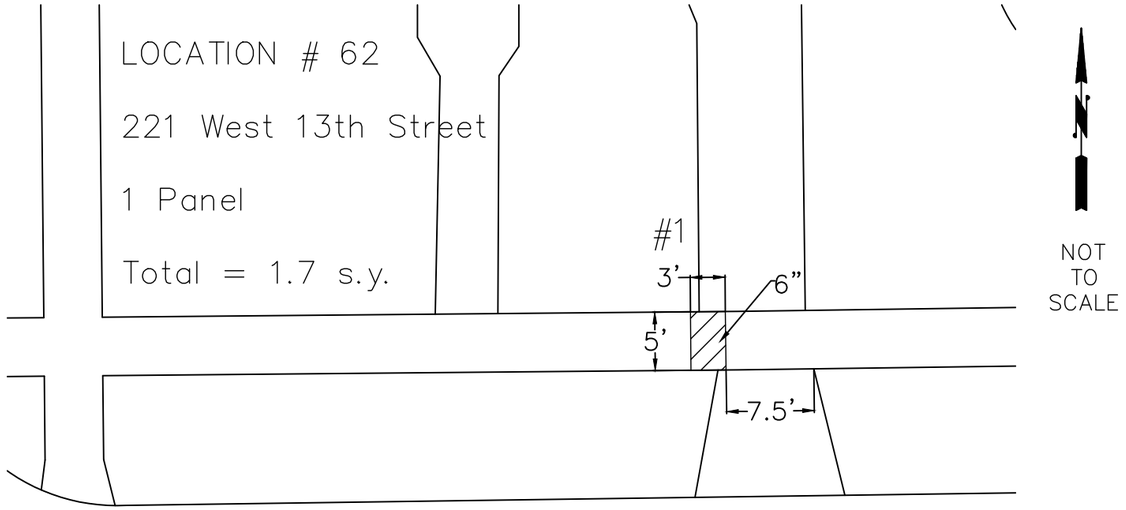
Date: July 13, 2020 - 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



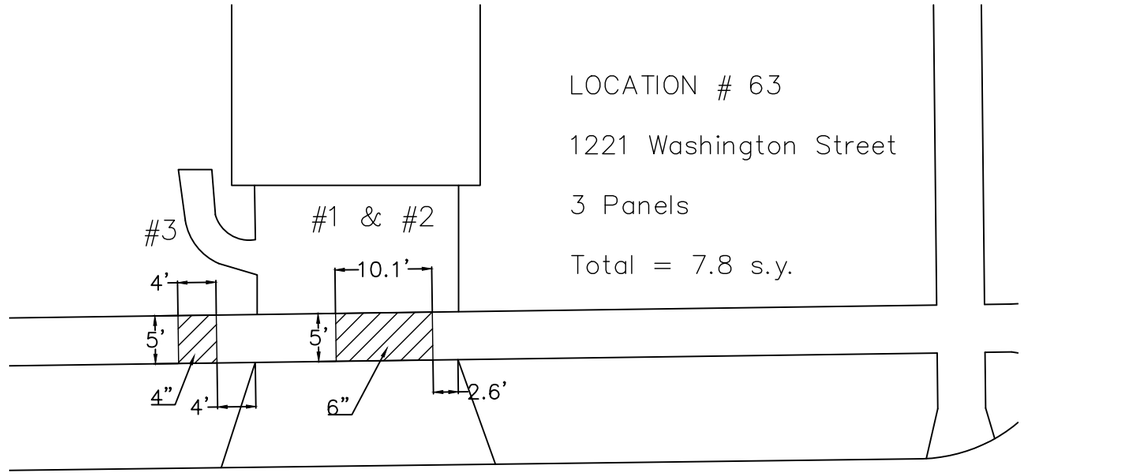
LOCATION 60



LOCATION 61



LOCATION 62



LOCATION 63

SHEET NO.	D.18				
TOTAL SHEETS	35				
		NO.	DATE	REVISION	INIT.

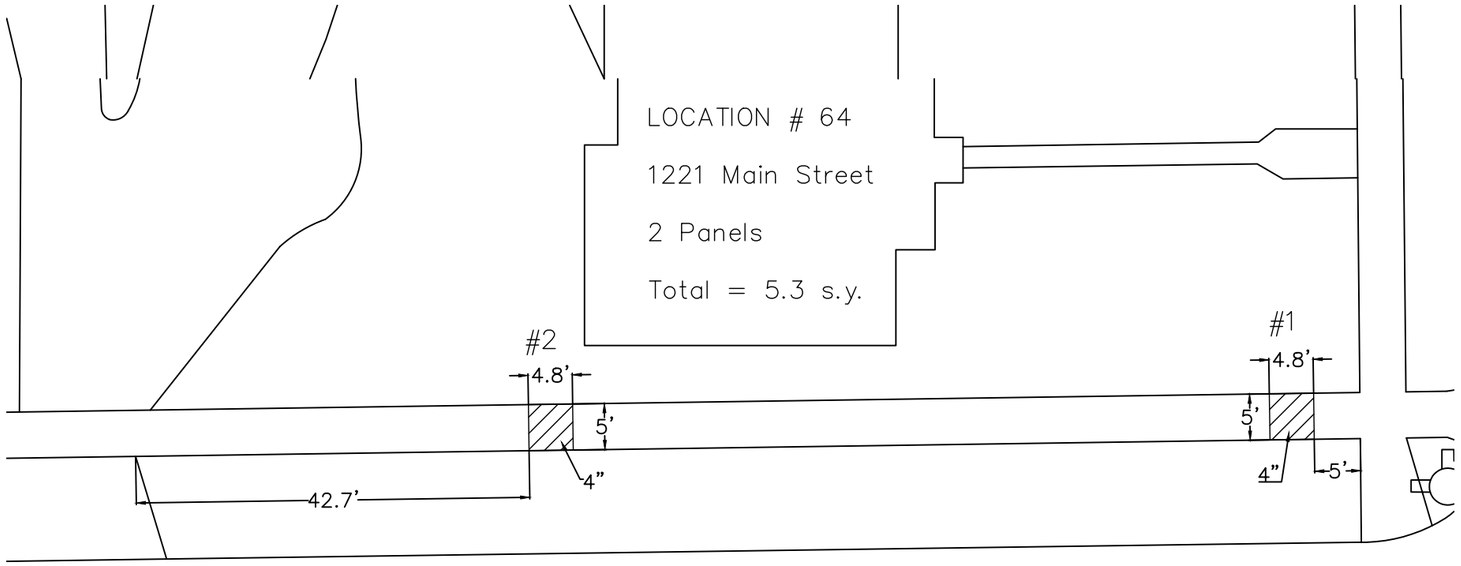
2020 SIDEWALK ASSESSMENT PROJECT

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		SHEET NO.	D.18
SW-000-3204			
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

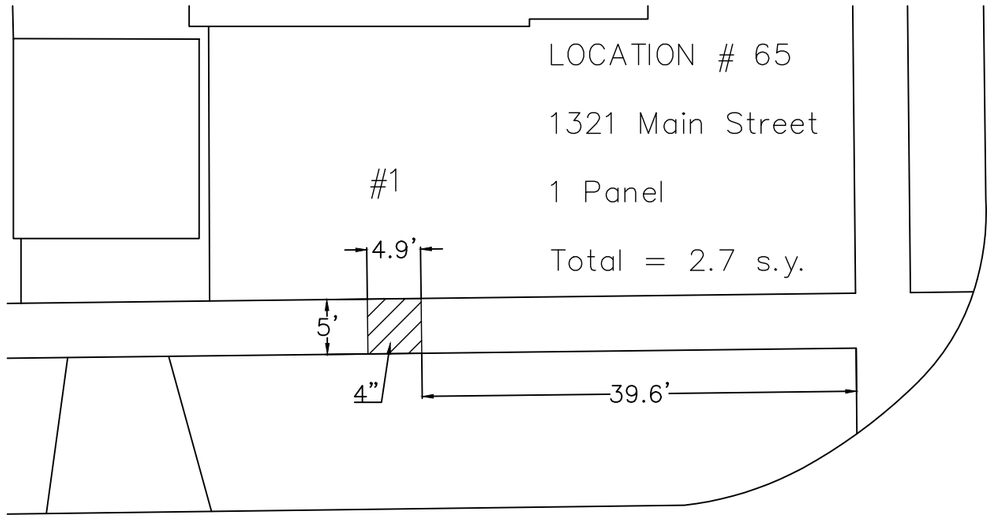
Date: July 13, 2020 - 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



NOT TO SCALE

WEST 13th STREET

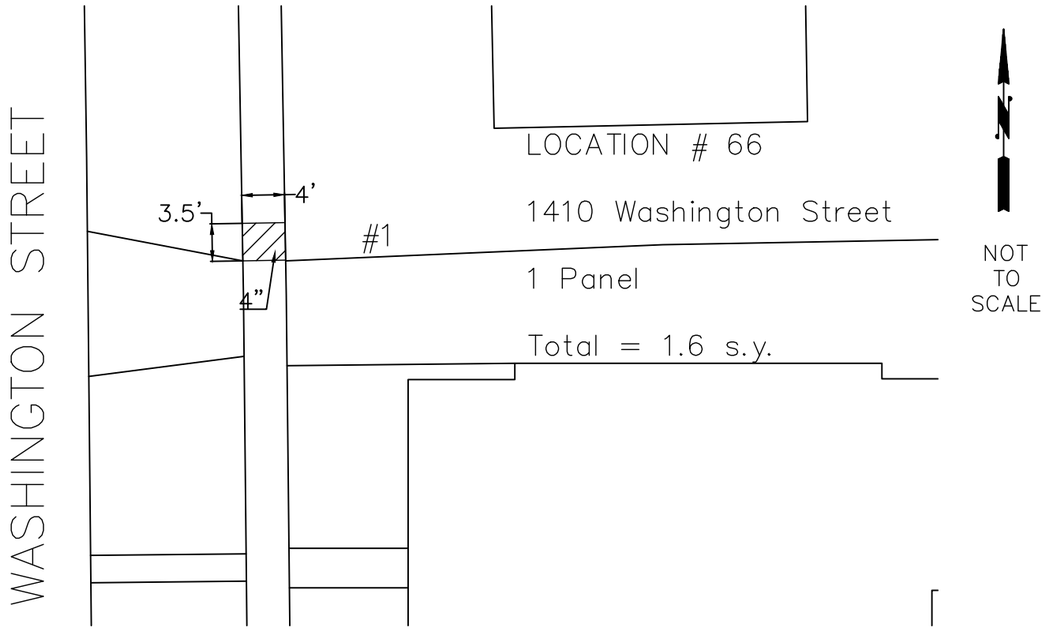
LOCATION 64



NOT TO SCALE

WEST 14th STREET

LOCATION 65



NOT TO SCALE

LOCATION 66

SHEET NO.	D.19
TOTAL SHEETS	35

NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

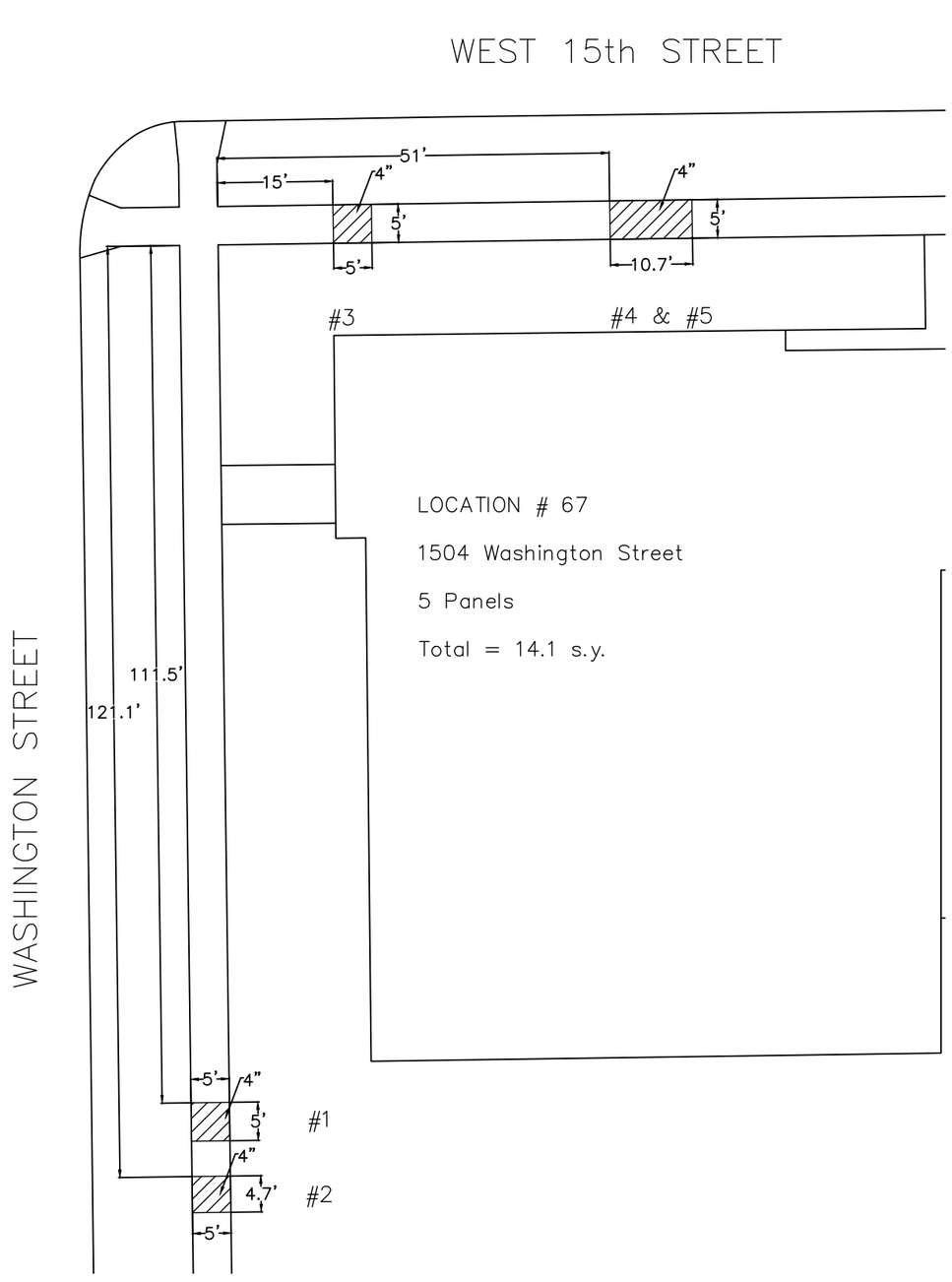
REPAIR LOCATIONS

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"

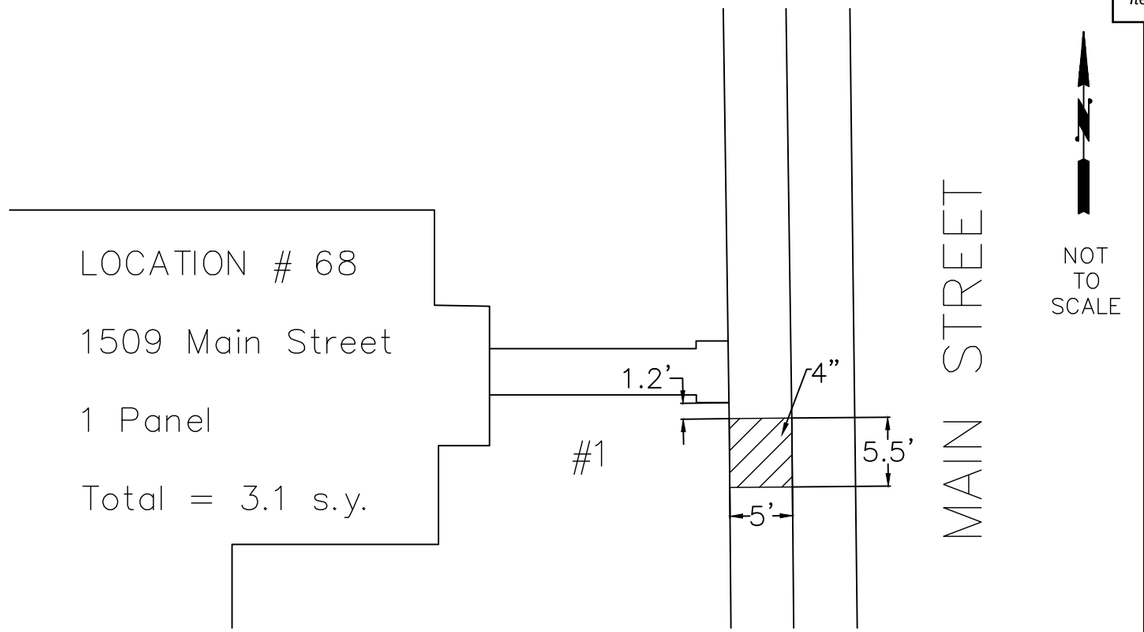
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.19
TOTAL SHEETS	35

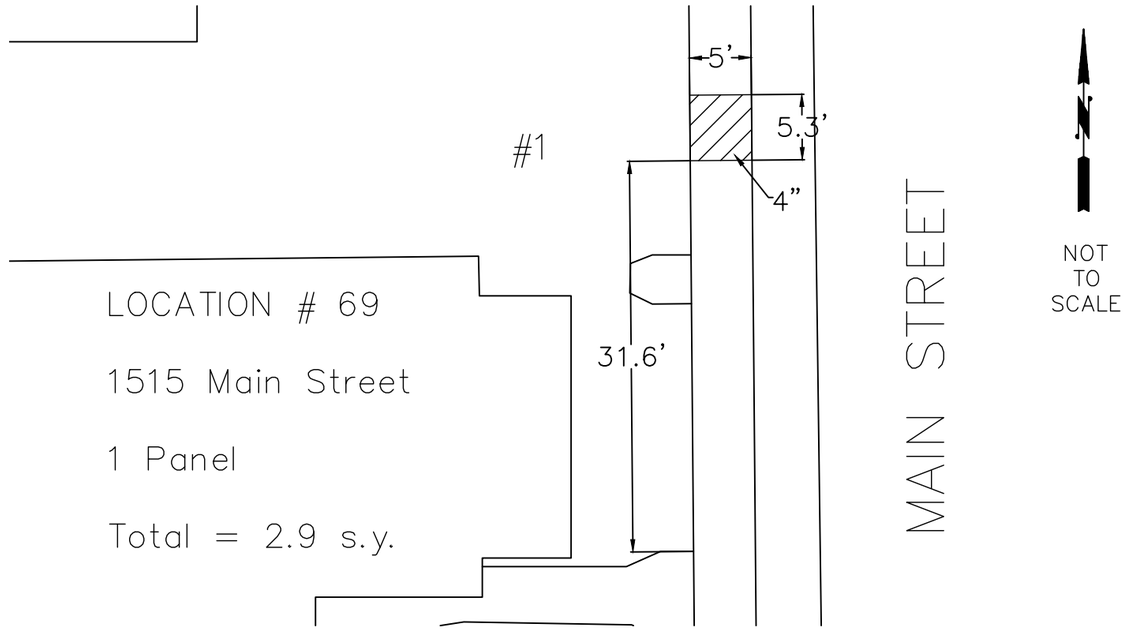
Date: July 13, 2020 - 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



LOCATION 67



LOCATION 68



LOCATION 69

SHEET NO.	D.20	NO.	DATE	REVISION	INIT.
TOTAL SHEETS	35				

2020 SIDEWALK ASSESSMENT PROJECT

REPAIR LOCATIONS

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
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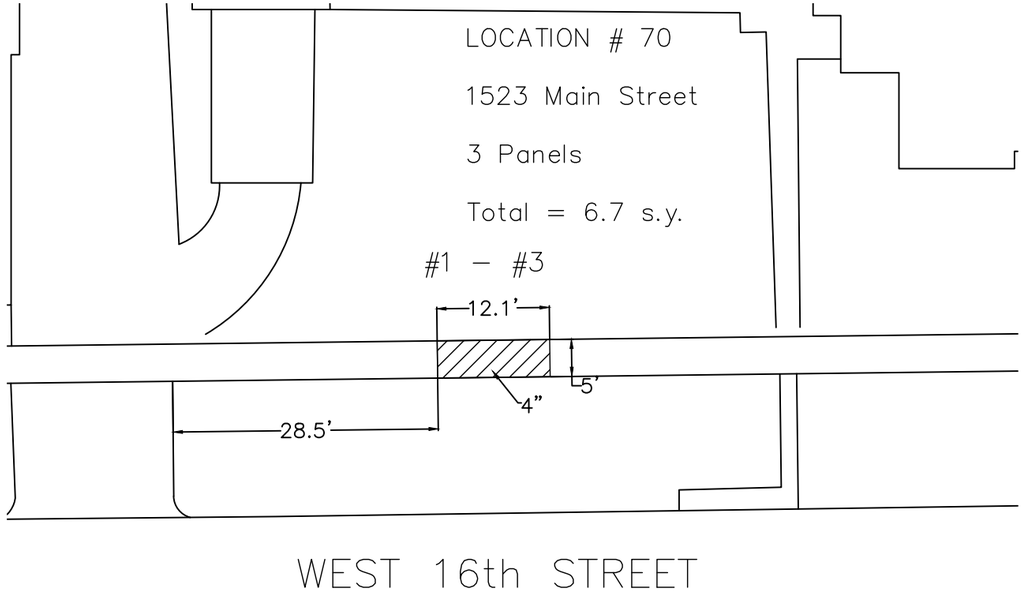
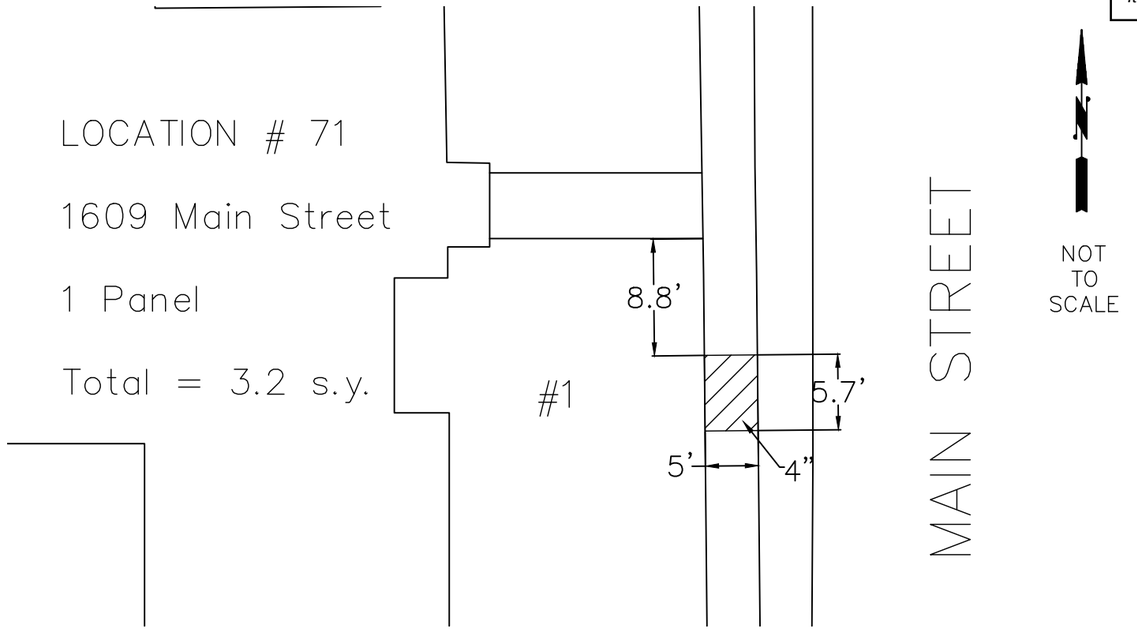
CITY PROJECT NUMBER		SHEET NO.	D.20
SW-000-3204			
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

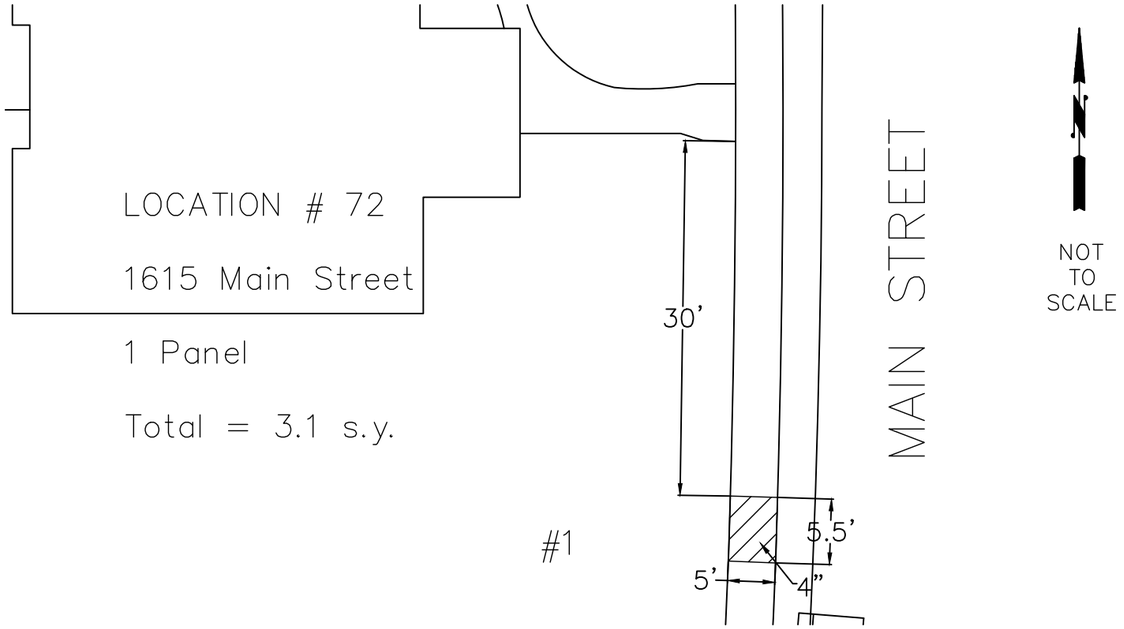
Date: July 13, 2020 - 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



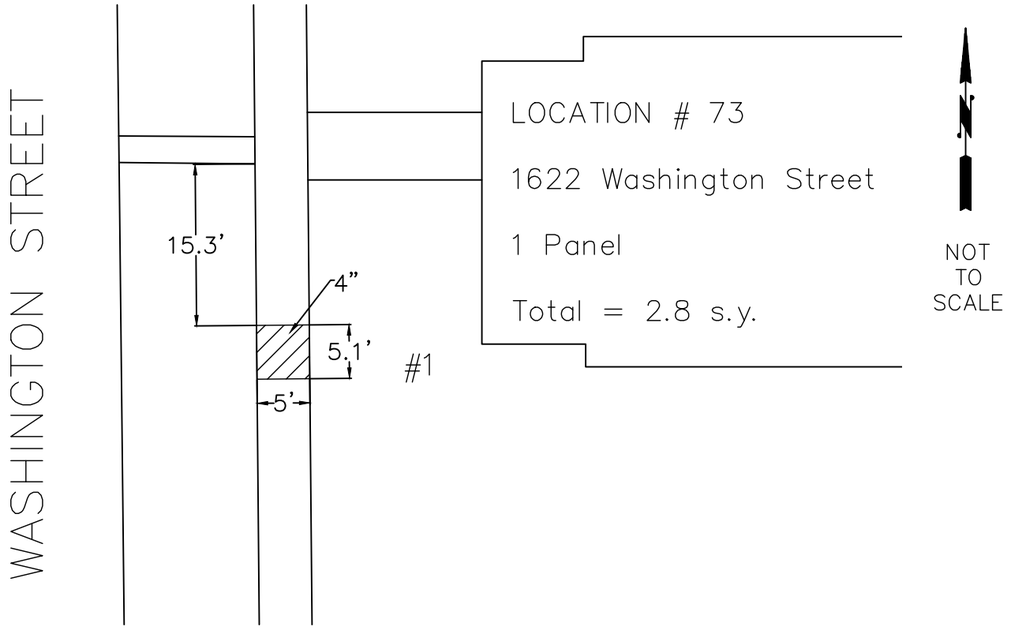
LOCATION 70



LOCATION 71



LOCATION 72



LOCATION 73

SHEET NO.	D.21
TOTAL SHEETS	35

NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

REPAIR LOCATIONS

DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
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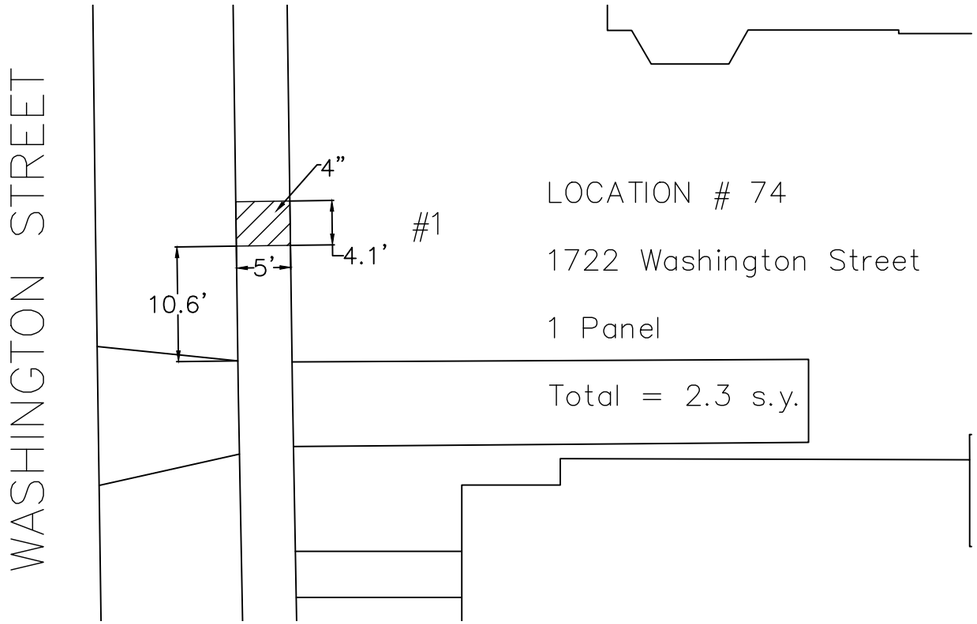
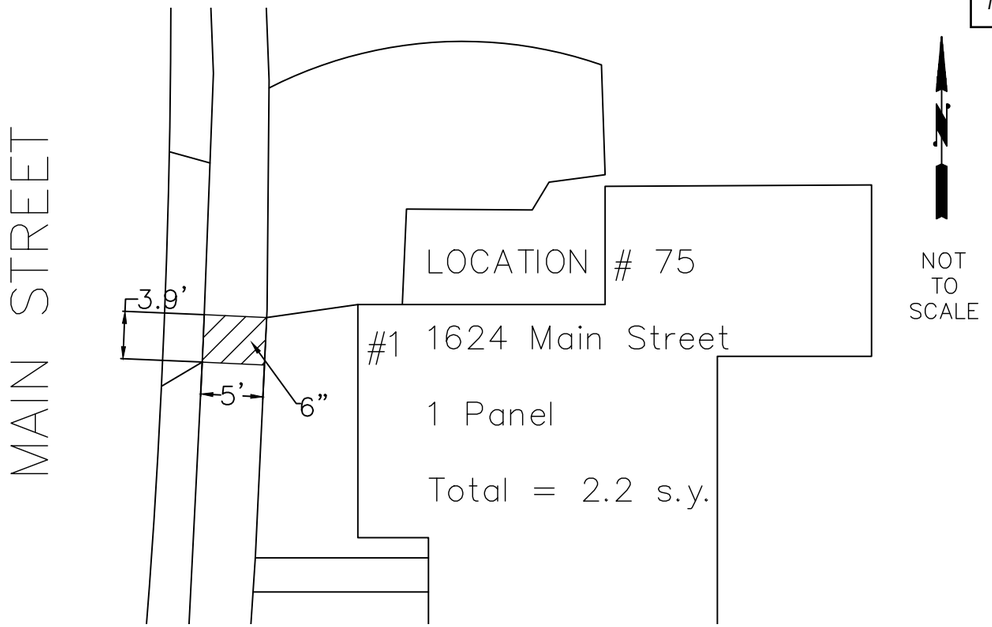
CITY PROJECT NUMBER	
SW-000-3204	
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.21
TOTAL SHEETS	35

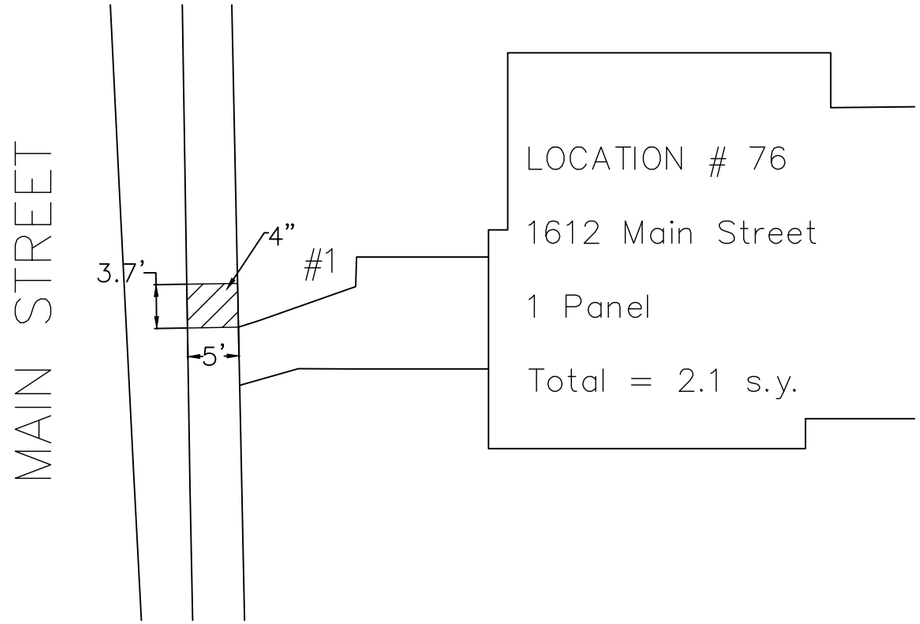
Date: July 13, 2020 – 10:45 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 – 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



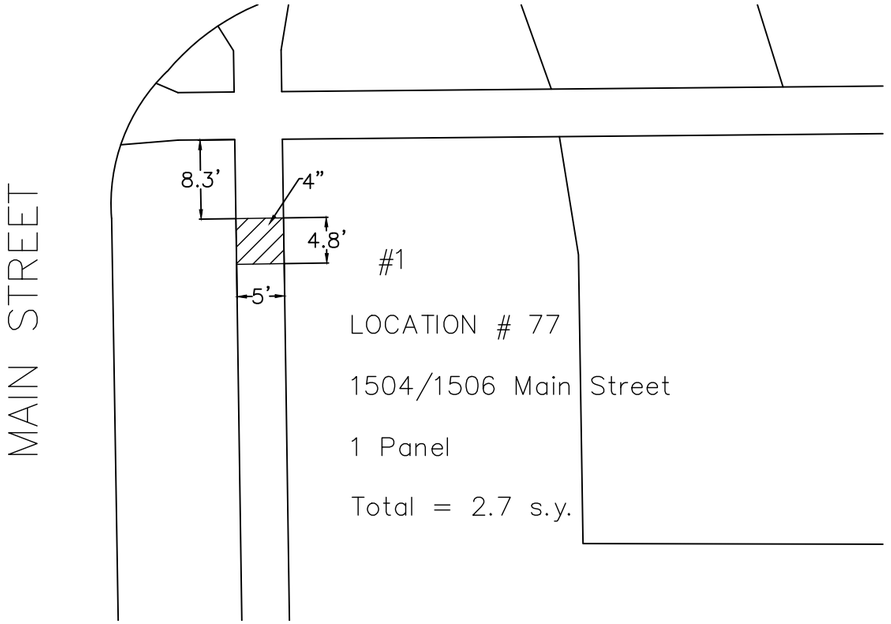
LOCATION 74



LOCATION 75



LOCATION 76



LOCATION 77

SHEET NO.	D.22	NO.	DATE	REVISION	INIT.	2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35						

DEPARTMENT OF PUBLIC WORKS
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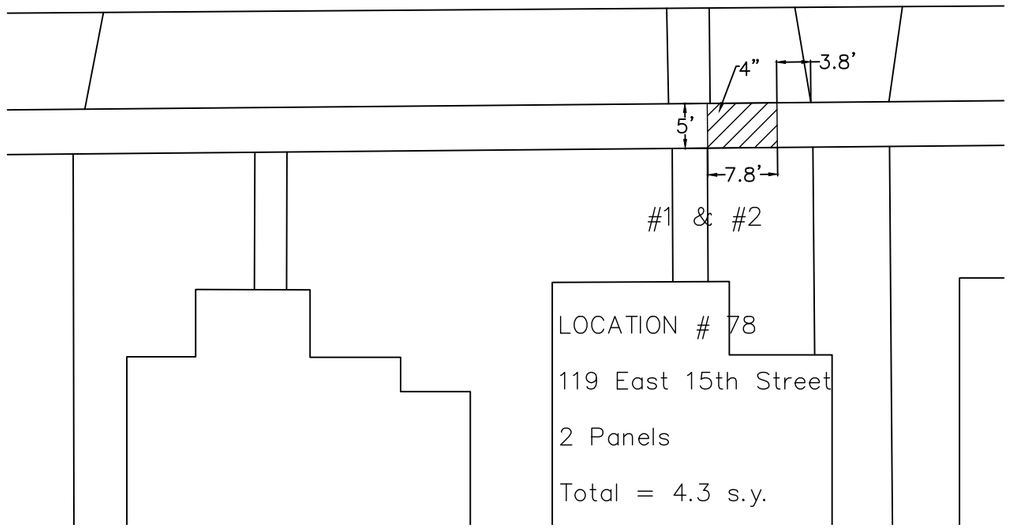
CITY PROJECT NUMBER		SHEET NO.	D.22
SW-000-3204			
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

Date: July 13, 2020 - 10:46 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg

NOT
TO
SCALE

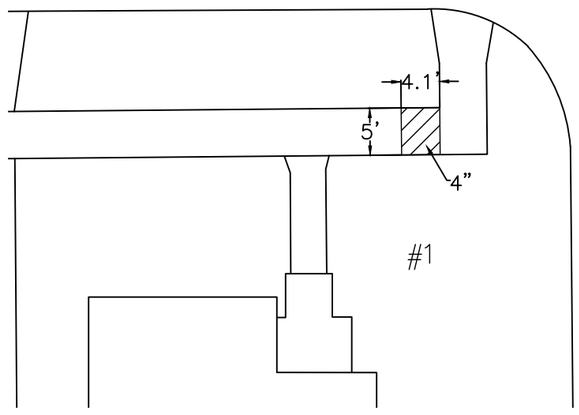
EAST 15th STREET



LOCATION 78

NOT
TO
SCALE

EAST 15th STREET



LOCATION 79

SHEET NO.	D.23	NO.	DATE	REVISION	INIT.	2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35						

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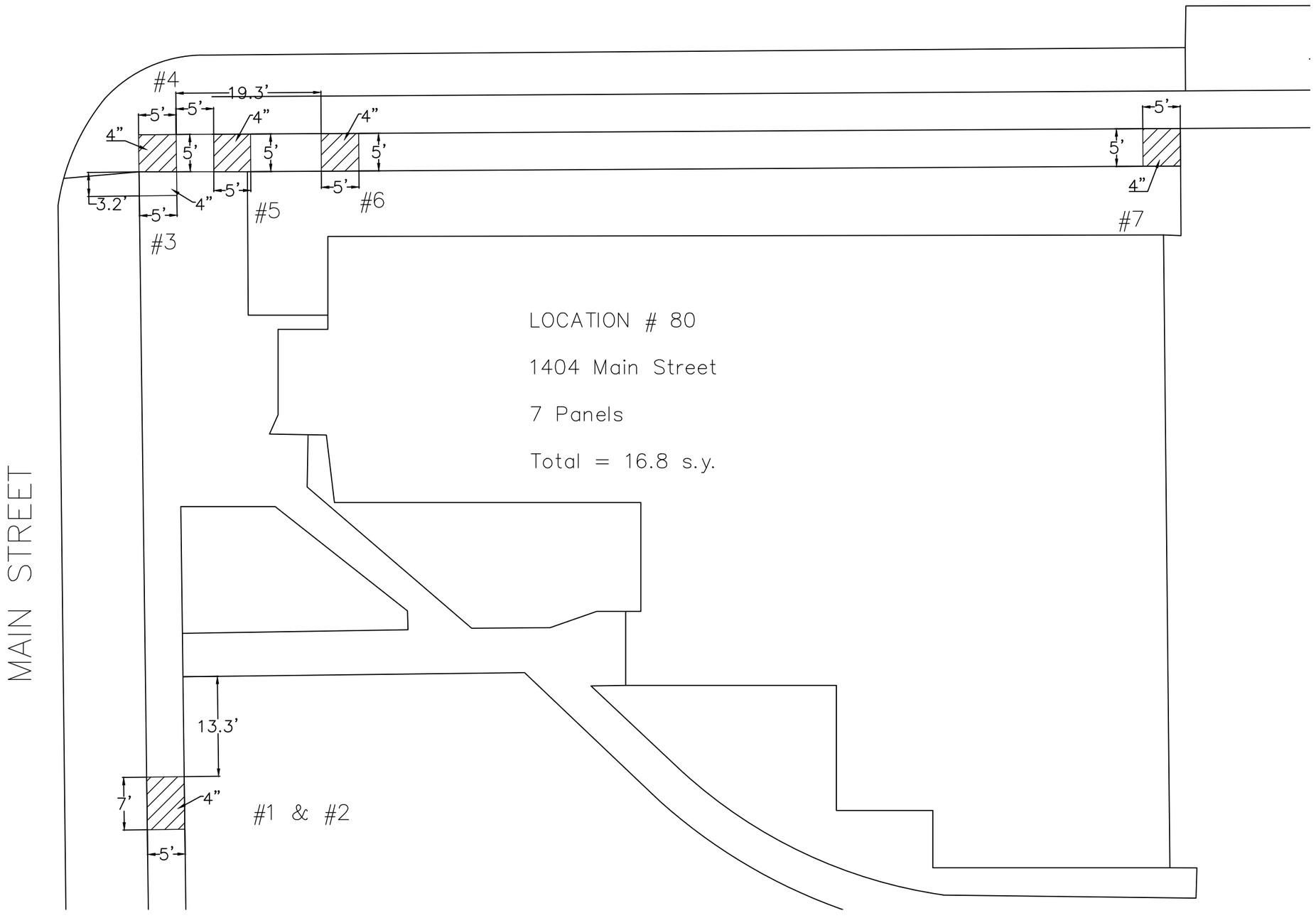
CITY PROJECT NUMBER		SHEET NO.	D.23
SW-000-3204			
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

Date: July 13, 2020 - 10:46 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



NOT TO SCALE

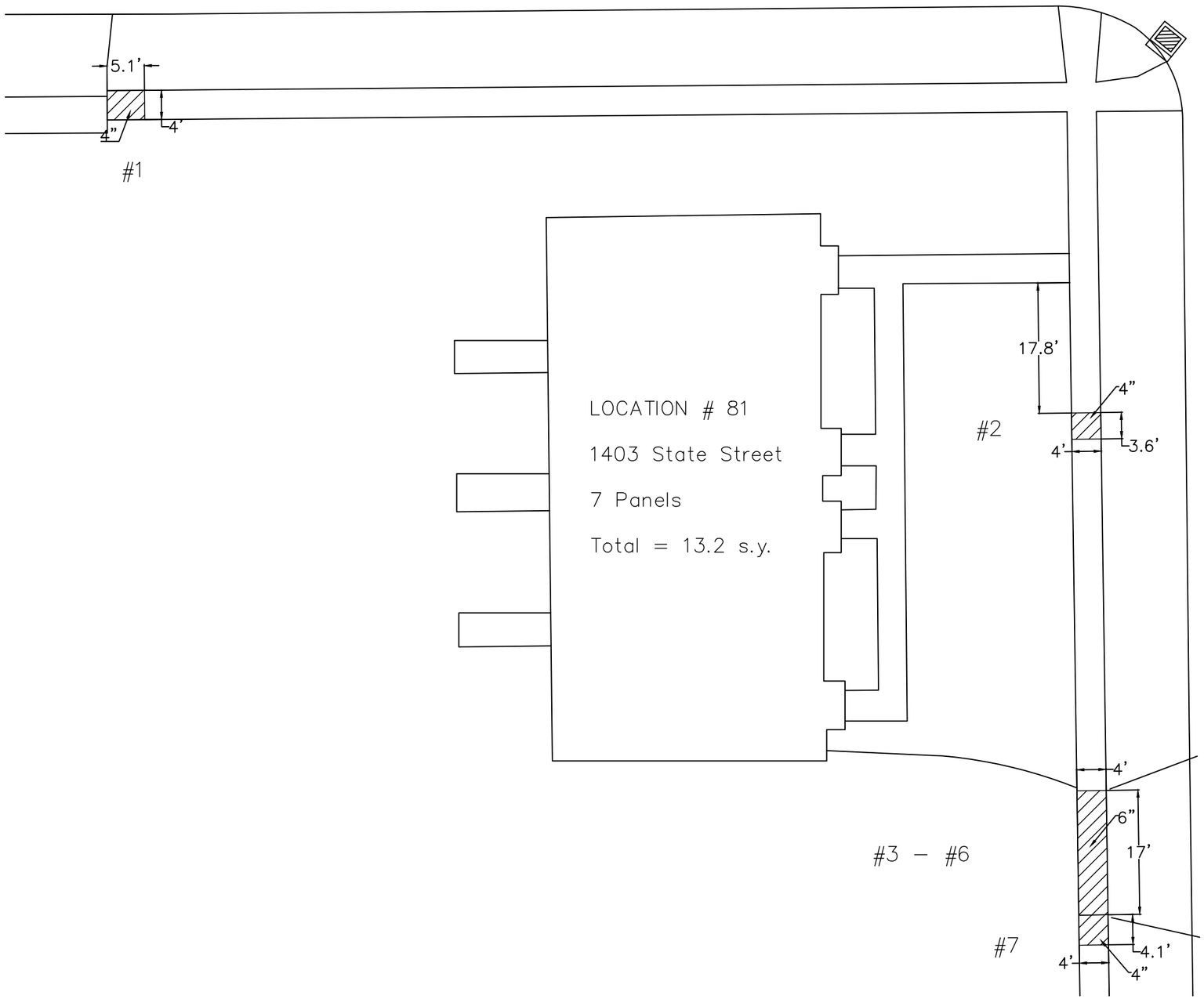
SHEET NO.	D.24	NO.	DATE	REVISION	INIT.	2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35						

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		SHEET NO.	D.24
SW-000-3204			
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

Date: July 13, 2020 - 10:46 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg

WEST 14th STREET



NOT TO SCALE

LOCATION 81

SHEET NO.	D.25				
TOTAL SHEETS	35				
		NO.	DATE	REVISION	INIT.

2020 SIDEWALK ASSESSMENT PROJECT

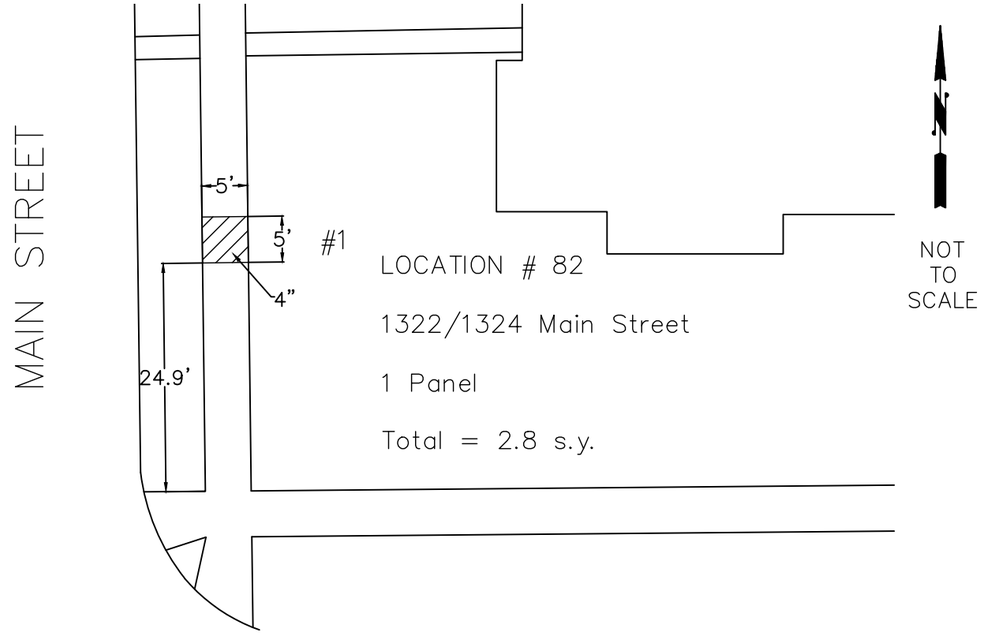
REPAIR LOCATIONS

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"

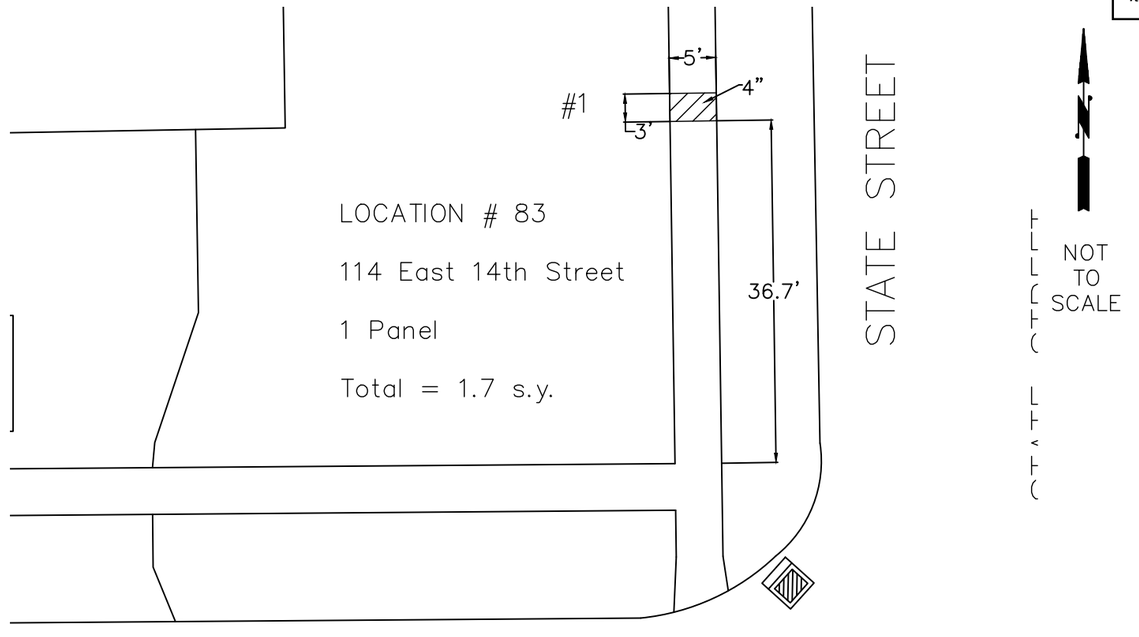
CITY PROJECT NUMBER	SW-000-3204
DRAWN BY:	DB
CHECKED BY:	JPF

SHEET NO.	D.25
TOTAL SHEETS	35

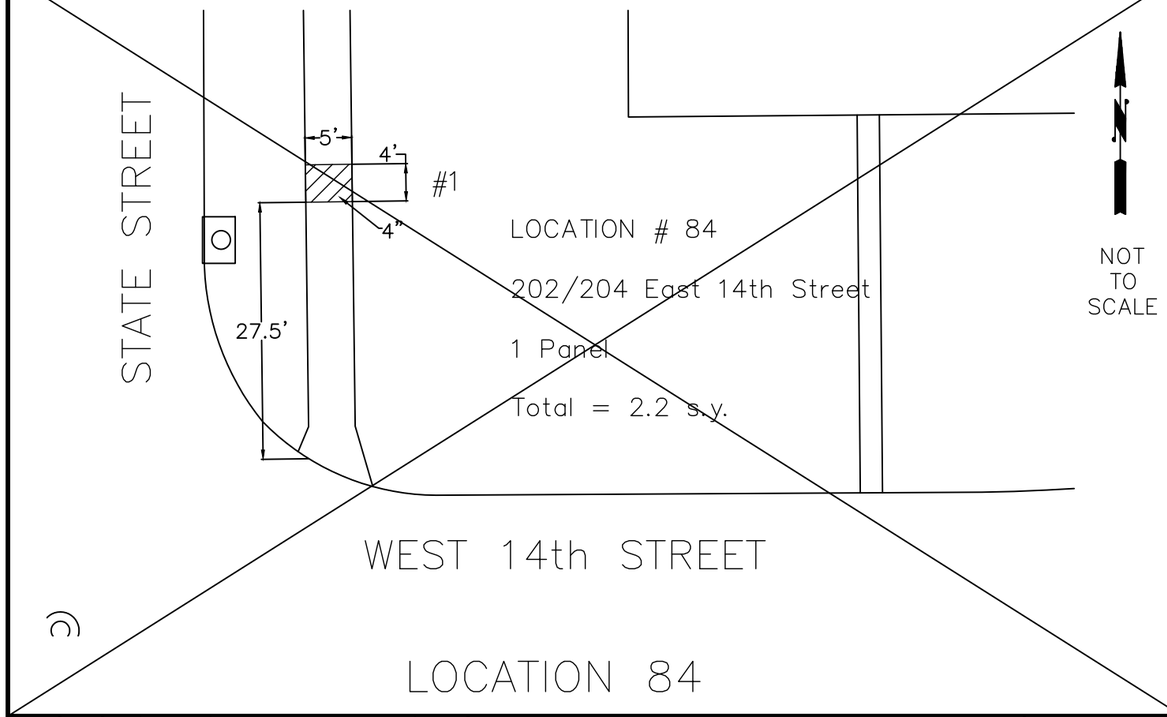
Date: July 13, 2020 – 10:46 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 – 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg



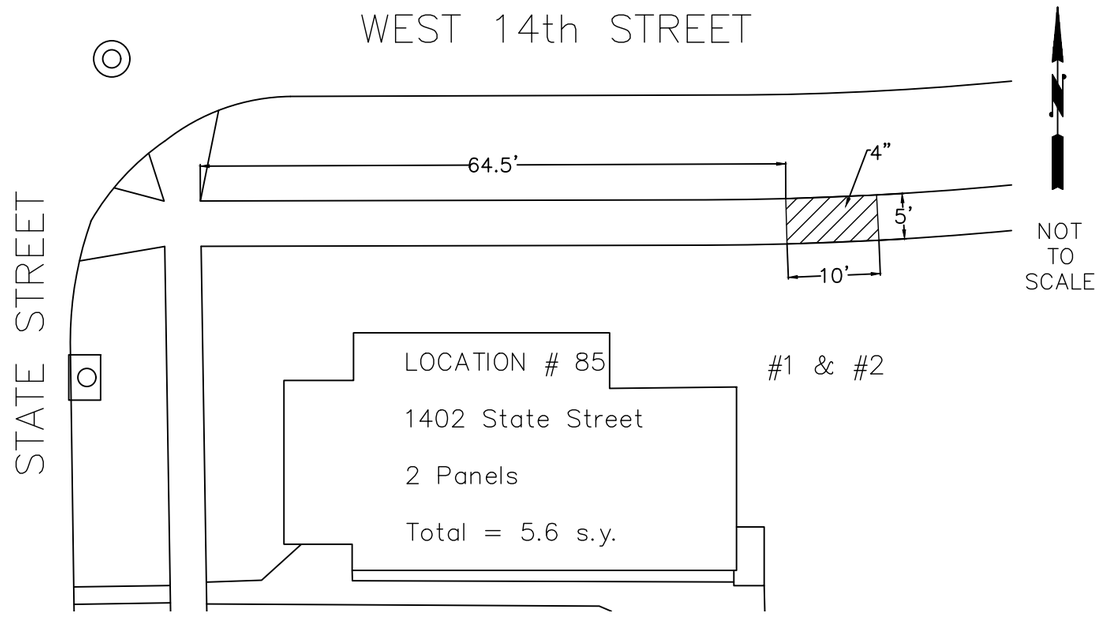
LOCATION 82



LOCATION 83



LOCATION 84



LOCATION 85

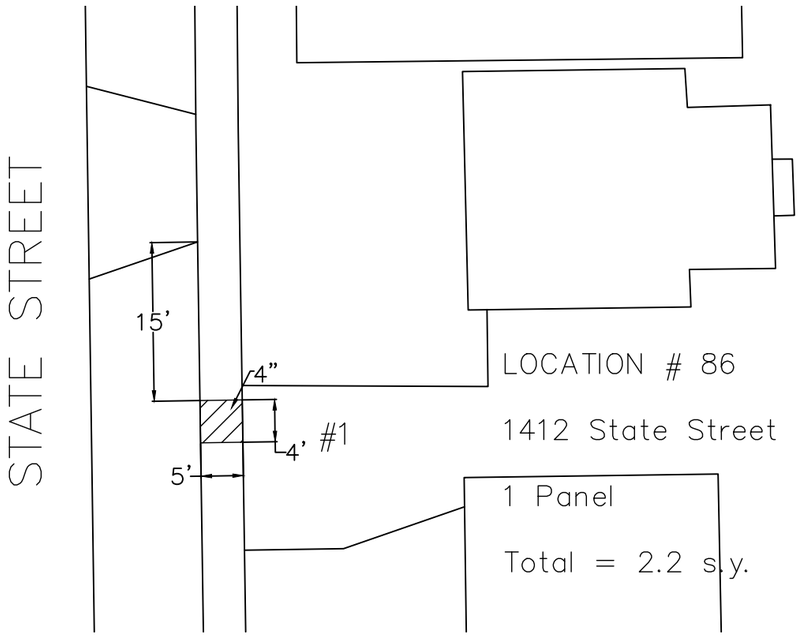
SHEET NO.	D.26	NO.	DATE	REVISION	INIT.	2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35						

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	SW-000-3204	SHEET NO.	D.26
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

Date: July 13, 2020 - 10:46 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg

NOT TO SCALE



No.

LOCATION # 86

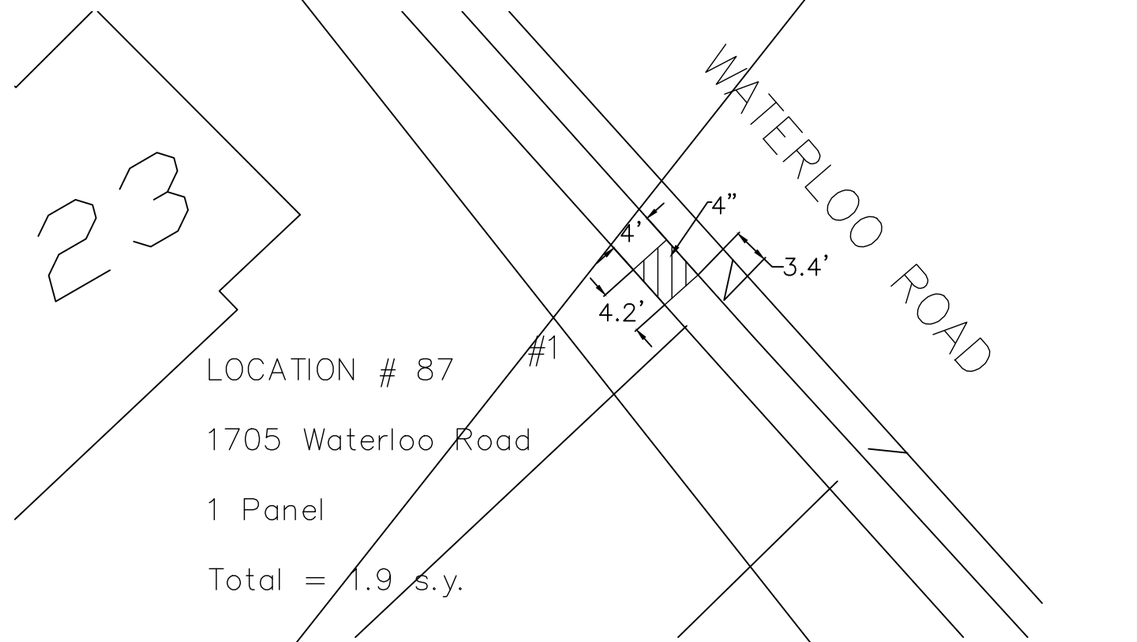
1412 State Street

1 Panel

Total = 2.2 s.y.

LOCATION 86

NOT TO SCALE



LOCATION # 87

1705 Waterloo Road

1 Panel

Total = 1.9 s.y.

LOCATION 87

SHEET NO.	D.27	NO.	DATE	REVISION	INIT.	2020 SIDEWALK ASSESSMENT PROJECT	REPAIR LOCATIONS
TOTAL SHEETS	35						

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	SW-000-3204	SHEET NO.	D.27
DRAWN BY:	DB	TOTAL SHEETS	35
CHECKED BY:	JPF		

Date: July 13, 2020 - 10:46 AM By: Darwin Bentley Drawing Name: G:\users\eng\projects\3204 - 2020 Sidewalk Assessment Project\08. Design\Drawings\LOCATIONS 2020.dwg

PROJECT SPECIFICATIONS
FOR
2020 SIDEWALK ASSESSMENT PROJECT

Project SW-000-3204
Cedar Falls, Iowa

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. _____ Date: 7/15/2020 Jonathan P. Fitch, P.E. Iowa License No. 16920 My license renewal date is December 31, 2021 Pages or sheets covered by this seal: 1 thru 25.

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2020 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls' Supplemental Specifications to the 2020 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL"

Links to both documents can be found on the City's website at:
www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

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NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2020 SIDEWALK ASSESSMENT 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 2020 SIDEWALK ASSESSMENT PROJECT in said City at 7:00 p.m. on the 3rd day of August, 2020, said meeting to be held in the Council Chambers in the City Hall 220 Clay Street, Cedar Falls, IA.

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 the estimated 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
2020 SIDEWALK ASSESSMENT PROJECT
IN THE
CITY OF CEDAR FALLS, IOWA

Time and Place for Filing Sealed Proposals: Sealed proposals will be received for City Project Number SW – 000 - 3204 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 11th day of August, 2020.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be opened and read at 2:00 p.m. on the 11th day of August, 2020 in the City Council Chambers 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 p.m. on the 17th day of August, 2020 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. All work shall be completed within thirty (30) working days. Working days will be accumulated concurrently from the date of the Notice to Proceed.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a proposal guaranty as defined in Division 1 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, February 8, 2020 at no cost by clicking on the “Bid Opportunities” link at www.cedarfalls.com and choosing the **2020 Sidewalk Assessment** project 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 Jon Fitch for document distribution or any questions via phone: (319) 268-5165, fax: (319) 268-5197, or email: jon.fitch@cedarfalls.com. QuestCDN reference number 7205999.

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:
Jon Fitch, P.E
Cedar Falls Engineering Department
220 Clay Street
Cedar Falls, IA 50613
Jon.fitch@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 in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

Project Description: This work shall consist of the construction of Portland Cement Concrete (PCC) sidewalk according to the plans and these specifications.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
BY:_____
Jacqueline Danielsen, MMC
City Clerk

DIVISION I – Instruction to Bidders

The work comprising the 2020 Sidewalk Assessment Project shall be constructed in accordance with the 2020 Edition of the SUDAS and as further modified be 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: 2020 Sidewalk Assessment Project
Project No. SW-000-3204

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.

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 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.

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). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. 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 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: 2020 Sidewalk Assessment Project
Project No. SW-000-3204

FORM OF PROPOSAL
2020 SIDEWALK ASSESSMENT PROJECT
PROJECT NO. SW-000-3204
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 2020 SIDEWALK ASSESSMENT 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:

Item No.	Description	Item Quantity and Units	Unit Price	Amount
1	Remove Sidewalk, P.C.C.	376.2 S.Y.		
2	Sidewalk ,P.C.C., Class “C”, 4-Inch	330.4 S.Y.		
3	Sidewalk , P.C.C., Class “C”, 6-inch	45.8 S.Y.		
4	Topsoil, Furnish and Spread	30.54 C.Y.		

5	Seeding, Fertilizing, and Mulching	1166.9 S.F.		
6	Traffic Control	1.0 L.S.		
	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. Bids shall be submitted for all of the items. 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 thirty (30) 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 him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is 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 _____

_____ _____

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_____.

_____ (Seal)
Principal

_____ By_____ (Title)
Witness

_____ (Seal)
Surety

_____ By_____
Witness Attorney-in-fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. SW-000-3204

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 _____.

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: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

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.

309-6001 02-14

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2020, 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: 2020 SIDEWALK ASSESSMENT PROJECT, Project No.SW-000-3204 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 17th day of August, 2020, 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. SW-000-3164 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

a. Resolution of Necessity
b. Resolution ordering construction of the improvement
c. Plans
d. Notice of Public Hearing on Plans and 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. Maintenance Bond
m. Form of Contract

n. Non-collusion Affidavit of Prime Bidder
o. Bidder Statues Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

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 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 percent (100%) 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 their operations with those of other Contractors working within the same area of the following project:

1) Public Works garbage collection operations
2) Street Reconstruction/Restoration - 2020
3) Cedar Falls Util. Co. electrical, communications, gas & water main projects

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 shall 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 disposal sites. 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 fifty percent (50%) 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 within thirty (30) working days of notice to proceed.

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 working days, one-eighth of the work shall be completed; at the expiration of one-half of the working days, three-eights of the work shall be completed; at the expiration of three-fourths of the working days, the work shall be three-fourths 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 Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of one hundred dollars ($300.00) per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

10 Progress Payments

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) 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.

Before final payment is made, the Contractor shall furnish vouchers 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 month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material, men and laborers have been paid.

11 Pollution Prevention Plan

1. Project Description

This project shall consist of the installation of concrete sidewalks. This project encompasses Eighty Seven (87) various locations within the city.

2. Erosion and Sediment Controls

All contractors and subcontractors 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 their operations or encountered in their work. All waste materials and supplies must be removed from the sites. If construction equipment maintenance or repair is performed on any 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.

The Contractor and every Subcontractor shall be responsible to the Owner to:

1. Execute Contractor's part of the pollution 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 construction.

3. Certification Statement

N.P.D.E.S. CERTIFICATION
PROJECT NO. SW – 000 - 3204

The contractor certifies under penalty of law that they understand 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 they are becoming a co-permittee, along with the owner(s) 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 site. 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 Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

12 METHOD OF MEASUREMENT

The Engineer shall measure the items of work that have been acceptably constructed as specified in the contract documents for the 2020 SIDEWALK ASSESSEMENT PROJECT in accordance with the 2020 edition of the Urban Standard Specifications for Public Improvements and as further modified by the City of Cedar Falls' Supplemental Specifications, except as amended or supplemented as follows:

Item No. 5 – Seeding, Fertilizing, and Mulching

The area of Seeding, Fertilizing and Mulching will be computed in square feet from surface measurements of length and width.

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 2020 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2020 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

Item No. 5 – Seeding, Fertilizing, and Mulching

The area of Seeding, Fertilizing and Mulching will be computed in square feet from surface measurements of length and width.

DIVISION 4

SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2020 Sidewalk Assessment Project in accordance with the 2020 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2020 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

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Item No. 6 - Traffic Control

Traffic control shall be measured on a lump sum basis as per I.D.O.T. Specification Section 2528.12A1.

2020 SIDEWALK ASSESSMENT PROJECT
CITY PROJECT NO. SW - 000 - 3204
FINAL ESTIMATE OF COSTS
AND QUANTITIES
JULY, 2020

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	REMOVE SIDEWALK, P.C.C.	S.Y.	$10.00	376.2	$3,762.00
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	$50.00	330.4	$16,520.00
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	$54.00	45.8	$2,473.20
4	TOPSOIL, FURNISH AND SPREAD	S.F.	$70.00	30.54	$2,137.80
5	SEEDING, FERTILIZING AND MULCHING	S.F.	$1.00	1166.9	$1,166.90
6	TRAFFIC CONTROL	L.S.	$5,000.00	1.0	$5,000.00
			TOTAL PROJECT ESTIMATE		**$31,059.90**

DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
220 CLAY STREET
PH: 319-273-8606
FAX: 319-273-8610

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

M E M O R A N D U M

TO: Mayor Robert M. Green and City Council

FROM: Karen Howard, Planning & Community Services Manager

DATE: July 16, 2020

SUBJECT: Setting Public Hearing date to consider offers to purchase and to convey vacated right-of-way along Prairie Parkway

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REQUEST: Consideration of offer(s) to purchase and to convey vacated portion of Prairie Parkway (Case #VAC19-003)

LOCATION: 21,995 sq. ft. of public property located at the south west corner of Prairie Parkway and Prairie View Road roundabout.

PROPOSAL

Western Home Communities requested a vacation of 21,995 sq. ft. of public right-of-way located near the southwest corner of Prairie Parkway and Prairie View Road. Council held a public hearing on June 1 on an ordinance to vacate the subject right-of-way, the final reading of which will be taken at the Council meeting on July 20, 2020. The City has notified persons who are to be given preference to purchase the vacated right-of-way according to the provisions of Section 306.23, Iowa Code. Qualified persons include the present owner of land adjacent to the vacated right-of-way (Western Home Communities and Oster Family Limited Partnership) and the original owner of the land from which the right-of-way was purchased or condemned for right-of-way purposes (Oster Family Limited Partnership). Qualified buyers have been given 60 days to submit offers for the vacated right-of-way, the fair market value of which has been determined to be $26,406.77 based on an independent appraisal and deductions for easements to be retained. Offers are due by July 27, 2020.

RECOMMENDATION TO SET PUBLIC HEARING DATE

A vacation plat is attached to this report, which indicates the area that has been vacated and is being made available for purchase. Staff recommends the City Council set a public hearing date for August 3, 2020 to consider qualified offers to purchase the vacated right-of-way and to consider conveyance of said property to a qualified buyer whose offer equals or exceeds other qualified offers and equals or exceeds fair market value, with the City reserving the right to reject all offers.

Attachments: Resolution setting public hearing date
Right of Way Vacation Plat

INDEX LEGEND
General Description: Part of the SW 1/4, Section 30–T89N–R13W,
Surveyor: David L. Scheil (#16775)
Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235–6294
Survey Requested By: Western Home Communities
Proprietor: Cedar Falls

For County Recorder's use.

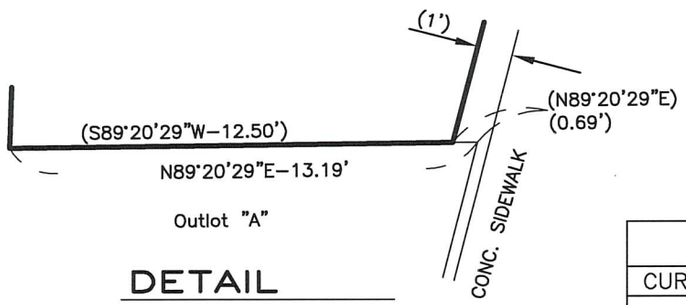
RIGHT-OF-WAY VACATION PLAT

Part of Prairie Parkway

LEGAL DESCRIPTION
Right–of–Way Vacation, part of Prairie Parkway

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty–nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of Outlot "A", Western Home Communities Ninth Addition; thence N87°16'55"E Thirty–six and Fifty–five Hundredths (36.55) feet along the Easterly extension of the North line of said Outlot "A"; thence S23°04'27"E Ten and Seventy–nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty–three and Eighty–two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty–three and Ninety–eight Hundredths (233.98) feet and a chord of One Hundred Fifty–one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty–one and Thirty–seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty–six (866.00) feet and a chord of Thirty–one and Thirty–seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty–two and Sixty–three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty–three (3053.00) feet and a chord of Four Hundred Thirty–two and Twenty–seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet, but retaining a perpetual landscape, drainage and utility easement, described as over, under and across the East Thirty (30.00) feet of above described parcel containing 12721 square feet; and also retaining a separate perpetual utility easement, described as over, under and across the North Ten (10.00) feet of above described parcel containing 395 square feet; and further subject to existing easements of record.



DETAIL
NO SCALE

CURVE TABLE — DIMENSIONS IN FEET

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	(153.82)	(233.98)	(37°40'00")	(151.07)	(S02°21'10"E)
C2	(31.37)	(866.00)	(2°04'33")	(31.37)	(S15°26'25"W)
C3	(432.63)	(3053.00)	(08°07'09")	(432.27)	(N05°58'44"E)
	432.63	3053.00	08°07'09"	432.27	S05°58'44"W
C4	73.25	3053.00	01°22'29"	73.25	S10°43'34"W

CES FILE NO. ML

DAVID L. SCHEIL ★ LICENSED 16775 IOWA ★ PROFESSIONAL LAND SURVEYOR

CERTIFICATION

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

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

Date: May 26, 2020 License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2020

CES

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898
PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

RIGHT-OF-WAY VACATION PLAT

SHEET 2 OF 2

Part of Prairie Parkway
Part of the SW 1/4, Section 30-T89N-R13W,
Cedar Falls, Black Hawk County, Iowa
Survey for: Western Home Communities
Proprietor: Cedar Falls

0 50
1 INCH = 50 FEET

Shooting Star Way

Prairie View Road

Prairie Parkway

N05°34'49"W 0.24'
70.15' N84°25'12"E
73.36' N81°33'26"E

S87°16'55"W-52.87' (N87°16'55"E)
(36.55')
(S23°04'27"E) (10.79')
CONC. SIDEWALK
S84°25'11"W-125.48'
20' SETBACK LINE
10' UTIL. EASEMENT AS PER WESTERN HOME COMMUNITIES SEVENTH ADD.
10' UTIL. EASEMENT
C1
C2
C3
C4
(21,995 Sq. Ft.)
30' LANDSCAPE, DRAINAGE & UTIL. EASEMENT AS PER WESTERN HOME COMMUNITIES SEVENTH ADD. TO BE VACATED
30' LANDSCAPE, DRAINAGE & UTIL. EASEMENT
(S16°28'41"W-250.70')
SEE DETAIL SHEET 1 OF 2
30' LANDSCAPE, DRAINAGE & UTIL. EASEMENT AS PER WESTERN HOME COMMUNITIES SEVENTH ADD.

WAT
CBL-UE
GAS
E/T

WESTERN HOME COMMUNITIES
NINTH ADDITION
Outlot 'A'

CES FILE NO. ML

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay St., Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION DIRECTING PUBLICATION OF NOTICE AND SETTING DATE FOR PUBLIC HEARING ON A PROPOSAL TO CONVEY A PORTION OF RIGHT-OF-WAY ALONG PRAIRIE PARKWAY IN CEDAR FALLS, IOWA

WHEREAS, the Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa, the vacation of a portion of right-of-way along Prairie Parkway, as described below, subject to retention of a perpetual landscape, drainage and utility easement and a separate perpetual utility easement; and

WHEREAS, the City Council held a public hearing on June 1, 2020 regarding an ordinance to vacate said portion of Prairie Parkway right-of-way, retaining perpetual easements, with the intent to make this land available for sale and conveyance according to State law; and

WHEREAS, on July 20, 2020, the City Council adopted an ordinance to vacate the aforementioned portion of right-of-way along Prairie Parkway, as described below, retaining perpetual easements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that the City Clerk be and is hereby authorized and directed to publish notice of a public hearing to be held in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, at 7:00 p.m. on the 3rd day of August, 2020, or by video-conference due to precautions necessary to prevent the spread of the COVID-19 virus, to consider all offers to purchase the following vacated right-of-way from persons qualified under provisions of Section 306.23, Iowa Code, the fair market value of which has been established at $26,406.77, and to convey the following described property to a qualified person whose offer meets or exceeds other offers and meets or exceeds fair market value:

LEGAL DESCRIPTION

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of Tract "E", Western Home Communities Seventh Addition; thence N87°16'55"E Thirty-six and Fifty-five Hundredths (36.55) feet along the Easterly extension of the North line of said Tract "E"; thence S23°04'27"E Ten and Seventy-nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty-three and Eighty-two

Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty-three and Ninety-eight Hundredths (233.98) feet and a chord of One Hundred Fifty-one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty-one and Thirty-seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty-six (866.00) feet and a chord of Thirty-one and Thirty-seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty-two and Sixty-three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty-three (3053.00) feet and a chord of Four Hundred Thirty-two and Twenty-seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet, but retaining a perpetual landscape, drainage and utility easement and also retaining a separate perpetual utility easement, and further subject to existing easements of record, all as shown on the vacation plat attached hereto, and incorporated herein.

ADOPTED this 20th day of July, 2020.

_____
Robert M. Green, Mayor

ATTEST: _____
Jacqueline Danielsen, MMC, City Clerk

Daily Invoices for Council Meeting 07/20/20

PREPARED 07/16/2020, 11:52:10
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

ACCOUNTING PERIOD 12/2020

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG									
2096		12/20	AP	06/17/20	0005067	FARMERS STATE BANK	3,950.00		07/02/20
		(79) VISA GIFT CARDS				FY20 CUMULATIVE REWARD			
2096		12/20	AP	06/17/20	0005067	FARMERS STATE BANK	237.00		07/02/20
		(79) VISA GIFT CARD FEES				FY20 CUMULATIVE REWARD			
		ACCOUNT TOTAL					4,187.00	.00	4,187.00
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES									
2096		12/20	AP	06/30/20	0005059	FARMERS STATE BANK	20.00		07/02/20
		VOYA OUTGOING WIRE				07/02/20 PAYROLL			
2096		12/20	AP	06/26/20	0005068	FARMERS STATE BANK	12.00		07/02/20
		INCOMING WIRE FEE				COLLINS COMMUNITY CU			
2096		12/20	AP	06/26/20	0005058	FARMERS STATE BANK	20.00		07/02/20
		OUTGOING WIRE FEE				GREAT WESTERN BANK CDS			
2096		12/20	AP	06/25/20	0005067	FARMERS STATE BANK	20.00		07/02/20
		VOYA OUTGOING WIRE				*06/26/20 PAYROLL			
2096		12/20	AP	06/17/20	0005066	FARMERS STATE BANK	20.00		07/02/20
		VOYA OUTGOING WIRE				06/19/20 PAYROLL			
2096		12/20	AP	06/16/20	0005062	FARMERS STATE BANK	20.00		07/02/20
		OUTGOING WIRE FEE				GREAT WESTERN BANK CD			
2096		12/20	AP	06/16/20	0005063	FARMERS STATE BANK	12.00		07/02/20
		INCOMING WIRE FEE				COLLINS CD			
2096		12/20	AP	06/16/20	0005064	FARMERS STATE BANK	12.00		07/02/20
		INCOMING WIRE FEE				VERIDIAN CD			
2096		12/20	AP	06/16/20	0005065	FARMERS STATE BANK	12.00		07/02/20
		INCOMING WIRE FEE				UMB			
2096		12/20	AP	06/03/20	0005061	FARMERS STATE BANK	20.00		07/02/20
		VOYA OUGOING WIRE				06/05/20 PAYROLL			
2096		12/20	AP	06/01/20	0005060	FARMERS STATE BANK	20.00		07/02/20
		OUTGOING WIRE FEE				BOND PRINCIPAL			
		ACCOUNT TOTAL					188.00	.00	188.00
101-1048-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2096		12/20	AP	06/10/20	0005046	ADVANTAGE ADMIN-SECT.105	83.98		07/02/20
		HEALTH INS. REIMBURSEMENT							
		ACCOUNT TOTAL					83.98	.00	83.98
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2096		12/20	AP	06/02/20	0005087	PROFESSIONAL SOLUTIONS	6.95		07/02/20
		MAY CREDIT CARD FEES							
		ACCOUNT TOTAL					6.95	.00	6.95

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
2096		12/20	AP	06/02/20	0005076	PROFESSIONAL SOLUTIONS	15.14		07/02/20
		MAY CREDIT CARD FEES							
						ACCOUNT TOTAL	15.14	.00	15.14
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS									
61		01/21	AP	06/30/20	0394696	CEDAR BASIN MUSIC FESTIVAL	168.75		07/15/20
		REFUND LOCAL CLASS C LIC.							
						ACCOUNT TOTAL	168.75	.00	168.75
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2096		12/20	AP	06/02/20	0005082	PROFESSIONAL SOLUTIONS	505.57		07/02/20
		MAY CREDIT CARD FEES							
2096		12/20	AP	06/02/20	0005083	PROFESSIONAL SOLUTIONS	858.43		07/02/20
		MAY CREDIT CARD FEES							
2096		12/20	AP	06/02/20	0005085	PROFESSIONAL SOLUTIONS	115.73		07/02/20
		MAY CREDIT CARD FEES							
						ACCOUNT TOTAL	1,479.73	.00	1,479.73
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE									
2188		12/20	AP	07/06/20	0394667	MARIBETH BOELTS	5,000.00		07/07/20
		1/2 DNPMT.RENT.CONV.INCNT				610 W. 6TH STREET			
						ACCOUNT TOTAL	5,000.00	.00	5,000.00
101-2253-423.89-04 MISCELLANEOUS SERVICES / SALES TAX									
2096		12/20	AP	06/24/20	0005073	IOWA DEPT.OF REVENUE	273.37		07/02/20
		SEMI MONTHLY SALES TAX				RECREATION			
2096		12/20	AP	06/09/20	0005071	IOWA DEPT.OF REVENUE	57.24		07/02/20
		SEMI MONTHLY SALES TAX				RECREATION			
						ACCOUNT TOTAL	330.61	.00	330.61
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2203		12/20	AP	07/09/20	0394693	TONY HARRIS	260.00		07/13/20
		REFUND-PARTIAL MEMBERSHIP							
2203		12/20	AP	07/08/20	0394691	SIERRA PATTERSON	88.00		07/13/20
		REFUND-SWIM MEMBERSHIP							
2191		12/20	AP	07/06/20	0394678	KATHY BLUM	45.00		07/09/20
		REFUND-PARTIAL TAI CHI							
2203		12/20	AP	05/26/20	0394689	CINDY COLE	200.00		07/13/20
		REFUND-BEACH HOUSE RENTAL							

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS						continued			
						ACCOUNT TOTAL	593.00	.00	593.00
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2096		12/20	AP	06/05/20	0005051	COMMUNITY BANKERS MERCHANT SV MAY CREDIT CARD FEES	102.49		07/02/20
2096		12/20	AP	06/05/20	0005091	VANTIV INTEGRATED PAYMENT SOL GATEWAY FEES 05/01-05/31/20	50.00		07/02/20
2096		12/20	AP	06/02/20	0005084	PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES		948.32	07/02/20
2096		12/20	AP	06/02/20	0005086	PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES	6.95		07/02/20
						ACCOUNT TOTAL	159.44	948.32	788.88-
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2203		12/20	AP	04/28/20	0394687	ANN OSBORNE REFUND-RENTAL PAYMENT	520.00		07/13/20
2203		12/20	AP	11/21/19	0394692	SUZANNE FREEDMAN REFUND-RENTAL PAYMENT	81.25		07/13/20
						ACCOUNT TOTAL	601.25	.00	601.25
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2096		12/20	AP	06/05/20	0005051	COMMUNITY BANKERS MERCHANT SV MAY CREDIT CARD FEES	24.74		07/02/20
2096		12/20	AP	06/02/20	0005080	PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES	6.95		07/02/20
						ACCOUNT TOTAL	31.69	.00	31.69
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2096		12/20	AP	06/10/20	0005046	ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	11.40		07/02/20
						ACCOUNT TOTAL	11.40	.00	11.40
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2096		12/20	AP	06/02/20	0005075	PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES	6.95		07/02/20
						ACCOUNT TOTAL	6.95	.00	6.95

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
2191		12/20	AP	06/18/20	0394676	HEUER, BROOKE	11.26		07/09/20
		RMB:OPT.EQUIP.-CUFF KEY				GALLS			
2191		12/20	AP	06/07/20	0394679	KRUEGER, MATT	27.20		07/09/20
		RMB:OPT.EQUIP-RADIO POUCH				5.11 TACTICAL			
2191		12/20	AP	06/04/20	0394679	KRUEGER, MATT	35.53		07/09/20
		RMB:OPT.EQUIP.-CUFF POUCH				TACTICAL TAILOR			
2191		12/20	AP	06/04/20	0394679	KRUEGER, MATT	26.31		07/09/20
		RMB:OPT.EQUIP.-LITE POUCH				AMAZON.COM			
		ACCOUNT TOTAL					100.30	.00	100.30
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
2191		12/20	AP	06/29/20	0394684	SITZMANN, JEFF	42.76		07/09/20
		RMB:UNIFORM ALLOWANCE				DICK'S SPORTING GOODS			
2191		12/20	AP	06/29/20	0394684	SITZMANN, JEFF	64.18		07/09/20
		RMB:UNIFORM ALLOWANCE				TARGET			
2191		12/20	AP	06/29/20	0394672	BURKHARDT, KATIE	6.42		07/09/20
		RMB:UNIFORM ALLOWANCE				TARGET			
2191		12/20	AP	06/29/20	0394682	REA, KARI	69.65		07/09/20
		RMB:UNIFORM ALLOWANCE				SCHEELS			
2191		12/20	AP	06/28/20	0394684	SITZMANN, JEFF	190.07		07/09/20
		RMB:UNIFORM ALLOWANCE				KOHL'S			
2191		12/20	AP	06/28/20	0394684	SITZMANN, JEFF	85.59		07/09/20
		RMB:UNIFORM ALLOWANCE				SCHEELS			
2191		12/20	AP	06/28/20	0394685	SMITH JR, TIMOTHY B	14.88		07/09/20
		RMB:UNIFORM ALLOWANCE				WAL-MART			
2191		12/20	AP	06/28/20	0394673	DOUGAN JR, SCOTT	165.84		07/09/20
		RMB:UNIFORM ALLOWANCE				SCHEELS			
2191		12/20	AP	06/25/20	0394674	FERGUSON, CLINTON	10.22		07/09/20
		RMB:UNIFORM ALLOWANCE				SCHEELS			
2191		12/20	AP	06/19/20	0394682	REA, KARI	265.00		07/09/20
		RMB:UNIFORM ALLOWANCE				MIDWEST DEFENSE SOLUTIONS			
2191		12/20	AP	06/18/20	0394676	HEUER, BROOKE	81.25		07/09/20
		RMB:UNIFORM ALLOWANCE				GALLS			
2191		12/20	AP	06/16/20	0394669	BALTES, THOMAS	40.66		07/09/20
		RMB:UNIFORM ALLOWANCE				SCHEELS			
2191		12/20	AP	06/10/20	0394675	HAISLET, MICHAEL	134.81		07/09/20
		RMB:UNIFORM ALLOWANCE				DICK'S SPORTING GOODS			
2191		12/20	AP	06/10/20	0394679	KRUEGER, MATT	8.55		07/09/20
		RMB:UNIFORM ALLOWANCE				TJ MAXX			
2191		12/20	AP	06/09/20	0394680	LADAGE, ZACH	164.79		07/09/20
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
2191		12/20	AP	06/09/20	0394670	BELZ, MATTHEW	159.00		07/09/20
		RMB:UNIFORM ALLOWANCE				UNDERARMOUR.COM			
2191		12/20	AP	06/07/20	0394670	BELZ, MATTHEW	56.18		07/09/20
		RMB:UNIFORM ALLOWANCE				KOHL'S			
2191		12/20	AP	06/03/20	0394670	BELZ, MATTHEW	50.82		07/09/20
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE / POST DT
FUND 101 GENERAL FUND									
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued			
2191		12/20	AP	05/18/20	0394681	MARCOTTE, MIKE	128.35		07/09/20
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
						ACCOUNT TOTAL	1,739.02	.00	1,739.02
101-6616-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2096		12/20	AP	06/18/20	0005047	ADVANTAGE ADMIN-SECT.105	20.90		07/02/20
		HEALTH INS. REIMBURSEMENT							
						ACCOUNT TOTAL	20.90	.00	20.90
						FUND TOTAL	14,724.11	948.32	13,775.79
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2096		12/20	AP	06/10/20	0005046	ADVANTAGE ADMIN-SECT.105	.92		07/02/20
		HEALTH INS. REIMBURSEMENT							
						ACCOUNT TOTAL	.92	.00	.92
						FUND TOTAL	.92	.00	.92
FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2096		12/20	AP	06/02/20	0005076	PROFESSIONAL SOLUTIONS	25.01		07/02/20
		MAY CREDIT CARD FEES							
2096		12/20	AP	06/02/20	0005077	PROFESSIONAL SOLUTIONS	6.95		07/02/20
		MAY CREDIT CARD FEES							
2096		12/20	AP	06/02/20	0005078	PROFESSIONAL SOLUTIONS	6.95		07/02/20
		MAY CREDIT CARD FEES							
2096		12/20	AP	06/02/20	0005079	PROFESSIONAL SOLUTIONS	6.95		07/02/20
		MAY CREDIT CARD FEES							
						ACCOUNT TOTAL	45.86	.00	45.86

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 258 PARKING FUND									
						FUND TOTAL	45.86	.00	45.86
FUND 261 TOURISM & VISITORS									
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2210		12/20	AP	10/28/19	0394699	PETTY CASH	2.00		07/15/20
		RMB:BOX CUTTER KNIVES							
						ACCOUNT TOTAL	2.00	.00	2.00
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
2210		12/20	AP	02/10/20	0394699	PETTY CASH	1.00		07/15/20
		RMB:POSTAGE DUE FEES							
						ACCOUNT TOTAL	1.00	.00	1.00
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
2096		12/20	AP	06/02/20	0005081	PROFESSIONAL SOLUTIONS	9.85		07/02/20
		MAY CREDIT CARD FEES							
						ACCOUNT TOTAL	9.85	.00	9.85
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2210		12/20	AP	06/30/20	0394698	MANNING, KIM	119.01		07/15/20
		RMB:MILEAGE-1/2-2/21-20							
2210		12/20	AP	06/30/20	0394697	CUNNINGHAM, BONITA	27.95		07/15/20
		RMB:MILEAGE-1/3-1/14/20							
2210		12/20	AP	06/30/20	0394701	WAGNER, REBEKAH	17.25		07/15/20
		RMB:MILEAGE-1/13-6/29/20							
2210		12/20	AP	02/25/20	0394699	PETTY CASH	2.75		07/15/20
		RMB:PARKING FEES-V & T							
						ACCOUNT TOTAL	166.96	.00	166.96
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX									
2096		12/20	AP	06/09/20	0005071	IOWA DEPT.OF REVENUE	7.92		07/02/20
		SEMI MONTHLY SALES TAX				VISITOR & TOURISM			
						ACCOUNT TOTAL	7.92	.00	7.92
						FUND TOTAL	187.73	.00	187.73

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP										
2096		12/20	AP	06/19/20	0005052	EMC RISK SERVICES, LLC	4,339.57			07/02/20
		WORKER COMP-POLICE CLAIM								
						ACCOUNT TOTAL	4,339.57	.00	4,339.57	
						FUND TOTAL	4,339.57	.00	4,339.57	
FUND 293 FIRE RETIREMENT FUND										
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP										
2096		12/20	AP	06/19/20	0005052	EMC RISK SERVICES, LLC	1,823.47			07/02/20
		WORKER COMP-FIRE CLAIM								
						ACCOUNT TOTAL	1,823.47	.00	1,823.47	
						FUND TOTAL	1,823.47	.00	1,823.47	
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 430 2004 TIF BOND										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
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									
2096		12/20	AP	06/09/20	0005071	IOWA DEPT.OF REVENUE	237.19		07/02/20
		SEMI MONTHLY SALES TAX				COMMERCIAL GARBAGE A/R			
						ACCOUNT TOTAL	237.19	.00	237.19
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2096		12/20	AP	06/02/20	0005084	PROFESSIONAL SOLUTIONS	1,006.35		07/02/20
		MAY CREDIT CARD FEES							
2096		12/20	AP	06/02/20	0005076	PROFESSIONAL SOLUTIONS	43.53		07/02/20
		MAY CREDIT CARD FEES							
						ACCOUNT TOTAL	1,049.88	.00	1,049.88
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
2191		12/20	AP	06/30/20	0394671	BLACK HAWK CO.LANDFILL	25,353.81		07/09/20
		LANDFILL SRV:6/16-6/30/20							
						ACCOUNT TOTAL	25,353.81	.00	25,353.81
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
2096		12/20	AP	06/24/20	0005073	IOWA DEPT.OF REVENUE	74.77		07/02/20
		SEMI MONTHLY SALES TAX				COMMERCIAL GARBAGE			
2096		12/20	AP	06/09/20	0005071	IOWA DEPT.OF REVENUE	74.23		07/02/20
		SEMI MONTHLY SALES TAX				COMMERCIAL GARBAGE			
						ACCOUNT TOTAL	149.00	.00	149.00
						FUND TOTAL	26,789.88	.00	26,789.88

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2096		12/20	AP	06/02/20	0005076	PROFESSIONAL SOLUTIONS	6.59		07/02/20
		MAY CREDIT CARD FEES							
						ACCOUNT TOTAL	6.59	.00	6.59
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2096		12/20	AP	06/10/20	0005046	ADVANTAGE ADMIN-SECT.105	14.29		07/02/20
		HEALTH INS. REIMBURSEMENT							
2096		12/20	AP	06/10/20	0005046	ADVANTAGE ADMIN-SECT.105	191.97		07/02/20
		HEALTH INS. REIMBURSEMENT							
						ACCOUNT TOTAL	206.26	.00	206.26
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
2191		12/20	AP	06/30/20	0394671	BLACK HAWK CO.LANDFILL	334.62		07/09/20
		LANDFILL SRV:6/16-6/30/20							
						ACCOUNT TOTAL	334.62	.00	334.62
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
2096		12/20	AP	06/24/20	0005073	IOWA DEPT.OF REVENUE	1,257.21		07/02/20
		SEMI MONTHLY SALES TAX				COMMERCIAL SEWER			
2096		12/20	AP	06/09/20	0005071	IOWA DEPT.OF REVENUE	5,391.50		07/02/20
		SEMI MONTHLY SALES TAX				COMMERCIAL SEWER			
						ACCOUNT TOTAL	6,648.71	.00	6,648.71
						FUND TOTAL	7,196.18	.00	7,196.18
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2096		12/20	AP	06/10/20	0005046	ADVANTAGE ADMIN-SECT.105	100.30		07/02/20
		HEALTH INS. REIMBURSEMENT							
						ACCOUNT TOTAL	100.30	.00	100.30
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
2191		12/20	AP	06/19/20	0394686	VERIZON WIRELESS	1,062.97		07/09/20
		WIRELESS SRV:6/20-7/19/20							
50		01/21	AP	07/01/20	0394688	CENTURYLINK	53.85		07/13/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT						continued			
						CITY PHONE SERV.-JUL'20			
	50	01/21	AP	07/01/20	0394688	CENTURYLINK	80.00		07/13/20
						CITY PHONE SERV.-JUL'20			
						ACCOUNT TOTAL	1,196.82	.00	1,196.82
						FUND TOTAL	1,297.12	.00	1,297.12
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
2096		12/20	AP	06/29/20	0005057	EXPRESS SCRIPTS, INC.	9,912.69		07/02/20
						RX CLAIMS PROCESSING			
2096		12/20	AP	06/26/20	0005103	WELLMARK IOWA	43,263.82		07/02/20
						HEALTH CLAIMS PROCESSING			
2096		12/20	AP	06/22/20	0005056	EXPRESS SCRIPTS, INC.	3,823.03		07/02/20
						RX CLAIMS PROCESSING			
2096		12/20	AP	06/19/20	0005102	WELLMARK IOWA	20,074.78		07/02/20
						HEALTH CLAIMS PROCESSING			
2096		12/20	AP	06/15/20	0005055	EXPRESS SCRIPTS, INC.	27,685.45		07/02/20
						RX CLAIMS PROCESSING			
2096		12/20	AP	06/12/20	0005096	WELLMARK IOWA	14,272.14		07/02/20
						HEALTH CLAIMS PROCESSING			
2096		12/20	AP	06/08/20	0005054	EXPRESS SCRIPTS, INC.	6,863.55		07/02/20
						RX CLAIMS PROCESSING			
2096		12/20	AP	06/03/20	0005045	ADVANTAGE ADMIN-SECT.105	146.13		07/02/20
						HEALTH INS. REIMBURSEMENT			
2096		12/20	AP	06/01/20	0005053	EXPRESS SCRIPTS, INC.	4,645.80		07/02/20
						RX CLAIMS PROCESSING			
						ACCOUNT TOTAL	130,687.39	.00	130,687.39
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE									
2096		12/20	AP	06/02/20	0005097	WELLMARK IOWA	1,111.35		07/02/20
						JUNE 2020 DENTAL POLICE UNION			
2096		12/20	AP	06/02/20	0005098	WELLMARK IOWA	185.60		07/02/20
						JUNE 2020 DENTAL FIRE UNION			
2096		12/20	AP	06/02/20	0005099	WELLMARK IOWA	3,316.80		07/02/20
						JUNE 2020 DENTAL NON-UNION			
2096		12/20	AP	06/02/20	0005100	WELLMARK IOWA	1,569.90		07/02/20
						JUNE 2020 DENTAL PUBLIC WORKS/PARKS UNION			
2096		12/20	AP	06/02/20	0005101	WELLMARK IOWA	30.85		07/02/20
						JUNE 2020 DENTAL NON-UNION RETIREE			
						ACCOUNT TOTAL	6,214.50	.00	6,214.50

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE / POST DT
FUND 680 HEALTH INSURANCE FUND									
						FUND TOTAL	136,901.89	.00	136,901.89
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
2203		12/20	AP	07/10/20	0394694	WITRY, CRAIG	927.00		07/13/20
		RMB:APR-JUN'20 HEALTH SEV							
2203		12/20	AP	07/09/20	0394690	CLARK, DAN	219.83		07/13/20
		RMB:APR-JUN'20 HEALTH SEV				BALANCE FINAL PAYMENT			
2191		12/20	AP	07/08/20	0394668	ANDERSON, ALETA L.	144.60		07/09/20
		RMB:JUNE 2020 HEALTH SEV.				MEDICARE-ALETA			
2191		12/20	AP	07/08/20	0394668	ANDERSON, ALETA L.	144.60		07/09/20
		RMB:JUNE 2020 HEALTH SEV.				MEDICARE-RICHARD			
2191		12/20	AP	07/07/20	0394683	REGENOLD, SHARON K.	214.34		07/09/20
		RMB:MAY 2020 HEALTH SEV.							
2191		12/20	AP	07/06/20	0394677	JEHLE, STEVEN	867.60		07/09/20
		RMB:JAN-JUN'20 HEALTH SEV				MEDICARE			
2191		12/20	AP	07/06/20	0394677	JEHLE, STEVEN	861.84		07/09/20
		RMB:JAN-JUN'20 HEALTH SEV				MEDICARE SUPPLEMENT			
						ACCOUNT TOTAL	3,379.81	.00	3,379.81
						FUND TOTAL	3,379.81	.00	3,379.81
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
2096		12/20	AP	06/29/20	0005090	UNITED STATES TREASURY	52,516.30		07/02/20
		FEDERAL WITHHOLDING TAX				*06/26/20 PAYROLL			
2096		12/20	AP	06/22/20	0005089	UNITED STATES TREASURY	64,232.61		07/02/20
		FEDERAL WITHHOLDING TAX				06/19/20 PAYROLL			
2096		12/20	AP	06/08/20	0005088	UNITED STATES TREASURY	61,143.86		07/02/20
		FEDERAL WITHHOLDING				06/05/20 PAYROLL			
						ACCOUNT TOTAL	177,892.77	.00	177,892.77
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
2096		12/20	AP	06/29/20	0005074	IOWA DEPT.OF REVENUE	14,406.04		07/02/20
		STATE WITHHOLDING TAX				*06/26/20 PAYROLL			
2096		12/20	AP	06/22/20	0005072	IOWA DEPT.OF REVENUE	28,249.50		07/02/20
		STATE WITHHOLDING TAX				06/19/20 PAYROLL			
2096		12/20	AP	06/08/20	0005070	IOWA DEPT.OF REVENUE	27,051.24		07/02/20
		STATE WITHHOLDING TAX				06/05/20 PAYROLL			
						ACCOUNT TOTAL	69,706.78	.00	69,706.78

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND										
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
2096		12/20	AP	06/29/20	0005090	UNITED STATES TREASURY	7,065.14			07/02/20
		SS & MQGE/MEDICARE TAX				*06/26/20 PAYROLL				
2096		12/20	AP	06/22/20	0005089	UNITED STATES TREASURY	73,040.66			07/02/20
		SS & MQGE/MEDICARE TAX				06/19/20 PAYROLL				
2096		12/20	AP	06/08/20	0005088	UNITED STATES TREASURY	71,694.54			07/02/20
		SS & MQGE/MEDICARE TAX				06/05/20 PAYROLL				
						ACCOUNT TOTAL	151,800.34	.00	151,800.34	
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
2096		12/20	AP	06/30/20	0005069	I.P.E.R.S.	125,276.24			07/02/20
		IPERS JUNE 2020								
						ACCOUNT TOTAL	125,276.24	.00	125,276.24	
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
2096		12/20	AP	06/30/20	0005095	VOYA FINANCIAL	10,711.66			07/02/20
		EMPLOYEE 457 CONTRIBUTION				07/02/20 PAYROLL				
2096		12/20	AP	06/29/20	0005050	COLLECTION SERVICES CENTER	347.77			07/02/20
		CHILD SUPPORT PAYMENTS				*06/26/20 PAYROLL				
2096		12/20	AP	06/25/20	0005094	VOYA FINANCIAL	50.00			07/02/20
		EMPLOYEE 457 CONTRIBUTION				*06/26/20 PAYROLL				
2096		12/20	AP	06/22/20	0005049	COLLECTION SERVICES CENTER	816.66			07/02/20
		CHILD SUPPORT PAYMENTS				06/19/20 PAYROLL				
2096		12/20	AP	06/17/20	0005093	VOYA FINANCIAL	10,911.66			07/02/20
		EMPLOYEE 457 CONTRIBUTION				06/19/20 PAYROLL				
2096		12/20	AP	06/08/20	0005048	COLLECTION SERVICES CENTER	816.66			07/02/20
		CHILD SUPPORT PAYMENTS				06/05/20 PAYROLL				
2096		12/20	AP	06/03/20	0005092	VOYA FINANCIAL	10,911.66			07/02/20
		EMPLOYEE 457 CONTRIBUTION				06/05/20 PAYROLL				
61		01/21	AP	07/15/20	0394695	ADVANTAGE ADMINISTRATORS	5,676.55			07/15/20
		CAFETERIA PLAN:07/17/20								
61		01/21	AP	07/15/20	0394700	TEAMSTERS LOCAL #238	3,913.72			07/15/20
		UNION DUES-JULY 2020								
						ACCOUNT TOTAL	44,156.34	.00	44,156.34	
						FUND TOTAL	568,832.47	.00	568,832.47	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
2096		12/20	AP	06/19/20	0005052	EMC RISK SERVICES, LLC	1,125.00			07/02/20
		WORKER COMP ADMIN FEES								
2096		12/20	AP	06/19/20	0005052	EMC RISK SERVICES, LLC	11,443.15			07/02/20
		WORKER COMP CLAIM								

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE / POST DT
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE							continued		
						ACCOUNT TOTAL	12,568.15	.00	12,568.15
						FUND TOTAL	12,568.15	.00	12,568.15
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
2188		12/20	AP	06/30/20	0394666	MADISON NATIONAL LIFE INS.CO. LTD-FY20 BILLING CORRECT.	33.34		07/07/20
29		01/21	AP	07/01/20	0394666	MADISON NATIONAL LIFE INS.CO. LTD - JULY 2020	3,641.92		07/07/20
						ACCOUNT TOTAL	3,675.26	.00	3,675.26
						FUND TOTAL	3,675.26	.00	3,675.26
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
2096		12/20	AP	06/19/20	0005052	EMC RISK SERVICES, LLC LIABILITY ADMIN FEES	230.00		07/02/20
2096		12/20	AP	06/19/20	0005052	EMC RISK SERVICES, LLC LIABILITY CLAIM	250,000.00		07/02/20
						ACCOUNT TOTAL	250,230.00	.00	250,230.00
						FUND TOTAL	250,230.00	.00	250,230.00
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	1,031,992.42	948.32	1,031,044.10

Council Invoices for Council Meeting 07/20/20

PREPARED 07/16/2020, 11:37:52 ACCOUNT ACTIVITY LISTING PAGE 1
PROGRAM GM360L ACCOUNTING PERIOD 12/2020
CITY OF CEDAR FALLS

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2193		12/20	AP	06/30/20	0000000	STOREY KENWORTHY CLIP DISPENSERS	.93		07/16/20
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY COPY PAPER	21.43		07/16/20
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY ENVELOPES,LEGAL PADS, POST ITS, JR LGL PADS	10.02		07/16/20
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY COPY PAPER	21.43		07/16/20
2193		12/20	AP	06/09/20	0000000	STOREY KENWORTHY HANGING FOLDERS	6.95		07/16/20
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	34.35		07/16/20
						ACCOUNT TOTAL	95.11	.00	95.11
101-1008-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
27		01/21	AP	07/01/20	0000000	IOWA STATE BAR ASSOCIATION MEMBERSHIP-ROGERS 7/1/20-6/30/21	300.00		07/16/20
						ACCOUNT TOTAL	300.00	.00	300.00
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
27		01/21	AP	06/26/20	0000000	AICPA DUES PROCESSING FY21 MEMBER J RODENBECK 08/01/20-07/31/21	285.00		07/16/20
						ACCOUNT TOTAL	285.00	.00	285.00
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2193		12/20	AP	06/30/20	0000000	STOREY KENWORTHY CLIP DISPENSERS	1.53		07/16/20
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY COPY PAPER	50.04		07/16/20
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY ENVELOPES,LEGAL PADS, POST ITS, JR LGL PADS	16.50		07/16/20
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY COPY PAPER	50.04		07/16/20
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	22.93		07/16/20
						ACCOUNT TOTAL	141.04	.00	141.04
101-1028-441.73-99 OTHER SUPPLIES / EMERGENCY SUPPLIES									
2182		12/20	AP	06/23/20	0000000	STOREY KENWORTHY FACE MASKS	302.40		07/16/20
PROJECT#: 012020									

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE / POST DT
FUND 101 GENERAL FUND									
101-1028-441.73-99 OTHER SUPPLIES / EMERGENCY SUPPLIES						continued			
2182		12/20	AP	06/16/20	0000000	STOREY KENWORTHY	291.20		07/16/20
		FACE MASKS							
	PROJECT#:	012020							
2182		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	22.00		07/16/20
		NITRILE GLOVES							
	PROJECT#:	012020							
						ACCOUNT TOTAL	615.60	.00	615.60
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
2185		12/20	AP	06/02/20	0134680	US BANK	195.00		07/08/20
		AMERICAN PLANNING A				JOB AD:PLANNER II			
2185		12/20	AP	06/01/20	0134680	US BANK	149.95		07/08/20
		PLANETIZEN-8772607526				JOB AD:PLANNER II			
2185		12/20	AP	05/25/20	0134680	US BANK	215.04		07/08/20
		HILTON GARDEN INN				HTL.-POLICE CHIEF APPLIC.			
						ACCOUNT TOTAL	559.99	.00	559.99
101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG									
2182		12/20	AP	06/16/20	0000000	STOREY KENWORTHY	100.80		07/16/20
		INFRARED THERMOMETERS							
	PROJECT#:	012020							
2182		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	100.80		07/16/20
		INFRARED THERMOMETERS							
	PROJECT#:	012020							
2182		12/20	AP	06/04/20	0000000	STOREY KENWORTHY	64.70		07/16/20
		DISINFECTING WIPES							
	PROJECT#:	012020							
2185		12/20	AP	06/01/20	0134680	US BANK		54.95	07/08/20
		AMZN MKTP US				CREDIT-THERM.COVERS LOST			
	PROJECT#:	012020							
2185		12/20	AP	05/28/20	0134680	US BANK		68.37	07/08/20
		AMZN MKTP US				CREDIT-THERM.COVERS LOST			
	PROJECT#:	012020							
2185		12/20	AP	05/28/20	0134680	US BANK		85.80	07/08/20
		AMZN MKTP US				CREDIT-FACE MASKS LOST			
	PROJECT#:	012020							
2185		12/20	AP	05/25/20	0134680	US BANK	79.95		07/08/20
		AMZN MKTP US*M76NA7DH1				EAR THERM.PROBE COVERS			
	PROJECT#:	012020							
2185		12/20	AP	05/22/20	0134680	US BANK	153.42		07/08/20
		AMAZON.COM*M70U373H2				EAR THERM.PROBE COVERS			
	PROJECT#:	012020							
						ACCOUNT TOTAL	499.67	209.12	290.55

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.81-57 PROFESSIONAL SERVICES / PAY PLAN STUDY										
2182		12/20	AP	05/08/20	0000000	COTTINGHAM & BUTLER INSURANCE	250.00			07/16/20
		CLASSIFICATION REVIEW				CITY TREASURER/CONTROLLER				
						ACCOUNT TOTAL	250.00	.00	250.00	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
2185		12/20	AP	06/08/20	0134680	US BANK	100.00			07/08/20
		IA PROFESSIONAL LIC BUR				CPA LIC.RENEW-P KOCKLER				
2185		12/20	AP	06/01/20	0134680	US BANK	100.00			07/08/20
		IA PROFESSIONAL LIC BUR				CPA LIC.RENEW-RODENBECK				
						ACCOUNT TOTAL	200.00	.00	200.00	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2185		12/20	AP	06/22/20	0134680	US BANK	224.00			07/08/20
		IOWA LEAGUE OF CITIES				REG:IMPI TRAINING-KOCKLER				
						ACCOUNT TOTAL	224.00	.00	224.00	
101-1028-441.89-82 MISCELLANEOUS SERVICES / SECTION 105										
2182		12/20	AP	06/30/20	0000000	UNITED STATES TREASURY	490.22			07/16/20
		PCORI FEES-HRA PLAN 2019				2ND QUARTER				
						ACCOUNT TOTAL	490.22	.00	490.22	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2193		12/20	AP	06/30/20	0000000	STOREY KENWORTHY	.44			07/16/20
		CLIP DISPENSERS								
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	4.29			07/16/20
		COPY PAPER								
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	4.71			07/16/20
		ENVELOPES,LEGAL PADS,				POST ITS, JR LGL PADS				
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	4.29			07/16/20
		COPY PAPER								
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59			07/16/20
		#10 NON-WINDOW ENVELOPES								
						ACCOUNT TOTAL	18.32	.00	18.32	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
2182		12/20	AP	07/01/20	0000000	THOMSON REUTERS - WEST	604.12			07/16/20
		WESTLAW INFORMATION				06/01/20-06/30/20				
2182		12/20	AP	06/01/20	0000000	THOMSON REUTERS - WEST	612.52			07/16/20
		WESTLAW INFORMATION				5/1/20-5/31/20				

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES						continued			
						ACCOUNT TOTAL	1,216.64	.00	1,216.64
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
2211		12/20	AP	07/02/20	0000000	REDFERN,MASON,LARSEN & MOORE,	8,587.50		07/16/20
		LGL:GREENHILL VILL.9TH AD				06/01/20-06/30/20			
	PROJECT#:	023006							
2193		12/20	AP	07/02/20	0000000	REDFERN,MASON,LARSEN & MOORE,	1,147.00		07/16/20
		LGL:GENERAL MATTERS				6/2/20-6/30/20			
2182		12/20	AP	06/25/20	0000000	AHLERS AND COONEY, P.C.	258.50		07/16/20
		LGL:CYBER LN EMINENT DOM.				05/28/20-06/12/20			
2182		12/20	AP	06/25/20	0000000	AHLERS AND COONEY, P.C.	5,371.74		07/16/20
		LGL:CYBER LN CONDEMNATION				05/20/20-06/17/20			
2182		12/20	AP	06/23/20	0000000	AHLERS AND COONEY, P.C.	600.00		07/16/20
		LGL:CONTESTED SERV.AREA				5/27/20-6/11/20			
2182		12/20	AP	06/23/20	0000000	AHLERS AND COONEY, P.C.	47.00		07/16/20
		LGL:GENERAL ISSUES				05/06/20			
						ACCOUNT TOTAL	16,011.74	.00	16,011.74
101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2185		12/20	AP	06/16/20	0134680	US BANK	125.00		07/08/20
		IOWA STATE BAR ASSOCIATIO				WEBINAR:GOVT PRACTICES			
						ACCOUNT TOTAL	125.00	.00	125.00
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2186		12/20	AP	06/04/20	0134680	US BANK	22.99		07/08/20
		AMZN MKTP US*MY9WU5TS0				FACE SHIELDS			
	PROJECT#:	012020							
2186		12/20	AP	06/01/20	0134680	US BANK	17.97		07/08/20
		AMZN MKTP US*MY46P0O30				TABLETOP MIRROR			
2186		12/20	AP	06/01/20	0134680	US BANK	54.98		07/08/20
		AMZN MKTP US*MY83B4NZ1				FOREHEAD THERMOMETER			
	PROJECT#:	012020							
2186		12/20	AP	05/25/20	0134680	US BANK	31.99		07/08/20
		AMZN MKTP US*M76MR5HO0				PLASTIC "THANK YOU" BAGS			
2186		12/20	AP	05/21/20	0134680	US BANK	36.50		07/08/20
		AMZN MKTP US*M78BN31G1				BLANK WHITE YARD SIGNS			
						ACCOUNT TOTAL	164.43	.00	164.43
101-1060-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
2186		12/20	AP	06/15/20	0134680	US BANK	19.98		07/08/20
		AMZN MKTP US*MY0WX57L2				THERMOMETER PROBE COVERS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP						continued			
PROJECT#: 012020									
						ACCOUNT TOTAL	19.98	.00	19.98
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
2186		12/20	AP	06/18/20	0134680	US BANK		23.31	07/08/20
ZOOM.US						TAX REFUND WEBINAR 1Y SUB			
2186		12/20	AP	06/18/20	0134680	US BANK		10.49	07/08/20
ZOOM.US						TAX REFUND ZOOM 1 YR SUB.			
2186		12/20	AP	06/12/20	0134680	US BANK	70.00		07/08/20
INT*QUICKBOOKS ONLINE						QUICKBOOKS MONTHLY SUB.			
2186		12/20	AP	06/03/20	0134680	US BANK	356.27		07/08/20
ZOOM.US						ZOOM WEBINAR ANNUAL SUB.			
						ACCOUNT TOTAL	426.27	33.80	392.47
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2186		12/20	AP	06/19/20	0134680	US BANK	18.29		07/08/20
AMAZON.COM*MS6883LW2 AMZN						PURELL 8 OZ BOTTLES X8			
PROJECT#: 012020									
2186		12/20	AP	06/18/20	0134680	US BANK		70.92	07/08/20
AMAZON.COM AMZN.COM/BILL						REFUND PURELL 2 LITERS X3			
PROJECT#: 012020									
2186		12/20	AP	06/18/20	0134680	US BANK	182.44		07/08/20
AMAZON.COM*MS66A8081 AMZN						PURELL WIPES X4			
PROJECT#: 012020									
2186		12/20	AP	06/15/20	0134680	US BANK	141.84		07/08/20
AMAZON.COM*MS8T92C51 AMZN						2 LITER PURELL BOTTLES X6			
PROJECT#: 012020									
2186		12/20	AP	06/04/20	0134680	US BANK	21.98		07/08/20
AMZN MKTP US*MY1TF0GD1						THERMOMETER PROBE COVERS			
PROJECT#: 012020									
2186		12/20	AP	06/03/20	0134680	US BANK	65.22		07/08/20
AMAZON.COM*MY8X56E01 AMZN						LYSOL DISINFECTANT SPRAY			
PROJECT#: 012020									
2186		12/20	AP	06/03/20	0134680	US BANK	34.08		07/08/20
AMAZON.COM*MY6XV0E31						LYSOL DISINFECTANT SPRAY			
PROJECT#: 012020									
2186		12/20	AP	06/01/20	0134680	US BANK	42.66		07/08/20
AMAZON.COM*M71R03DE2						PURELL DISINFECTANT SPRAY			
PROJECT#: 012020									
2186		12/20	AP	06/01/20	0134680	US BANK	50.66		07/08/20
AMAZON.COM*MY5FQ3N41						CLOROX DISINFECTING WIPES			
PROJECT#: 012020									
2186		12/20	AP	05/25/20	0134680	US BANK		23.28	07/08/20
AMAZON.COM AMZN.COM/BILL						REFUND DUE 2 MISING ITEMS			
PROJECT#: 012020									

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
2186		12/20	AP	05/22/20	0134680	US BANK AMAZON.COM*M765O2XC1 AMZN PROJECT#: 012020	93.60		07/08/20 PURELL DISINFECTING SPRAY
						ACCOUNT TOTAL	650.77	94.20	556.57
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
2186		12/20	AP	06/22/20	0134680	US BANK AMZN MKTP US*MS7CI8P50	89.97		07/08/20 FOTL:LITRCY-PHONE TRIPODS
2186		12/20	AP	06/08/20	0134680	US BANK AMAZON.COM*MY6OG3HX1	13.26		07/08/20 FOTL:ADULT-GUITAR STRINGS
2186		12/20	AP	06/05/20	0134680	US BANK AMAZON.COM*MY9CW5LO2	13.26		07/08/20 FOTL:ADULT-GUITAR STRINGS
						ACCOUNT TOTAL	116.49	.00	116.49
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
2186		12/20	AP	06/18/20	0134680	US BANK ZOOM.US		2.33	07/08/20 TAX REFUND RAY 2RMB CVYR
2186		12/20	AP	06/18/20	0134680	US BANK ZOOM.US		2.80	07/08/20 TAX REFUND RAY 2RMB CVYR
2186		12/20	AP	06/12/20	0134680	US BANK AMZN MKTP US*MY44738S2 AM	52.95		07/08/20 BERG 2 RMB SLP '20-WHITE
2186		12/20	AP	06/09/20	0134680	US BANK CRICUT	22.99		07/08/20 BERG 2 RMB SLP '20-POWER
2186		12/20	AP	06/08/20	0134680	US BANK AMZN MKTP US*MY6IF2Q51	35.97		07/08/20 BERG 2 RMB SLP '20-PLATES
2186		12/20	AP	06/05/20	0134680	US BANK AMAZON.COM*MY39W6V81 AMZN	4.97		07/08/20 BERG 2 RMB SLP '20:SOIL
2186		12/20	AP	06/05/20	0134680	US BANK AMZN MKTP US*MY6R55AM0	60.32		07/08/20 BERG 2 RMB SLP '20:DICE,
2186		12/20	AP	06/01/20	0134680	US BANK AMAZON.COM*M76VW99G2 AMZN	84.06		07/08/20 BERG 2 RMB SLP' 20:ZIPLOC
2186		12/20	AP	06/01/20	0134680	US BANK AMAZON.COM*MY7751NA1 AMZN	67.64		07/08/20 BERG 2 RMB SLP '20:ZIPLOC
2186		12/20	AP	06/01/20	0134680	US BANK AMZN MKTP US*MY46P0O30	9.99		07/08/20 BERG 2RMB SLP'20:CLOTHPIN
						ACCOUNT TOTAL	338.89	5.13	333.76
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
2186		12/20	AP	05/25/20	0134680	US BANK AMZN MKTP US*M727A6871	27.94		07/08/20 UTILITY KNIFE
						ACCOUNT TOTAL	27.94	.00	27.94

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
2186		12/20	AP	06/19/20	0134680	US BANK	15.69		07/08/20
						AMAZON.COM*MS68J0PJ1 AMZN ADULT BOOKS			
2186		12/20	AP	06/19/20	0134680	US BANK	8.59		07/08/20
						AMAZON.COM*MS1FP3AE0 ADULT BOOKS			
2186		12/20	AP	06/17/20	0134680	US BANK	45.93		07/08/20
						AMAZON.COM*MY2FE3Y22 ADULT BOOKS			
2186		12/20	AP	06/16/20	0134680	US BANK	12.99		07/08/20
						AMAZON.COM*MY3G60YJ2 AMZN ADULT BOOKS			
2186		12/20	AP	05/26/20	0134680	US BANK	11.99		07/08/20
						AMAZON.COM*M736Q1QI0 ADULT BOOKS			
2186		12/20	AP	05/22/20	0134680	US BANK	7.99		07/08/20
						AMZN MKTP US*M74IR3PL1 ADULT BOOKS			
						ACCOUNT TOTAL	103.18	.00	103.18
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
2186		12/20	AP	05/25/20	0134680	US BANK	15.50		07/08/20
						AMZN MKTP US*M75I338D1 YOUNG ADULT BOOKS			
						ACCOUNT TOTAL	15.50	.00	15.50
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
2186		12/20	AP	06/15/20	0134680	US BANK	40.84		07/08/20
						AMZN MKTP US*MY8LN9I80 YOUTH BOOKS			
						ACCOUNT TOTAL	40.84	.00	40.84
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
2186		12/20	AP	06/22/20	0134680	US BANK	42.94		07/08/20
						AMZN MKTP US*MS2WV1112 ADULT VIDEOS			
2186		12/20	AP	06/19/20	0134680	US BANK	23.69		07/08/20
						AMZN MKTP US*MS8VC8T70 ADULT VIDEOS			
2186		12/20	AP	06/19/20	0134680	US BANK	28.89		07/08/20
						AMZN MKTP US*MS9US7AW0 ADULT VIDEOS			
2186		12/20	AP	06/15/20	0134680	US BANK	16.77		07/08/20
						AMZN MKTP US*MY6LN6I80 ADULT VIDEOS			
2186		12/20	AP	06/15/20	0134680	US BANK	16.92		07/08/20
						AMZN MKTP US*MY8LN9I80 ADULT VIDEOS			
2186		12/20	AP	06/12/20	0134680	US BANK	49.97		07/08/20
						AMZN MKTP US*MY8OD2Q22 ADULT VIDEOS			
2186		12/20	AP	06/11/20	0134680	US BANK	34.48		07/08/20
						AMZN MKTP US*MY7AS65B2 ADULT VIDEOS			
2186		12/20	AP	06/11/20	0134680	US BANK	7.99		07/08/20
						AMZN MKTP US*MY9GT75Y2 ADULT VIDEOS			
2186		12/20	AP	06/09/20	0134680	US BANK	11.48		07/08/20
						AMZN MKTP US*MY1DA4S61 ADULT VIDEOS			

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO							continued		
2186		12/20	AP	06/09/20	0134680	US BANK	30.00		07/08/20
		AMZN MKTP US*MY8H562K1				ADULT VIDEOS			
				ACCOUNT TOTAL			263.13	.00	263.13
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
2186		12/20	AP	05/26/20	0134680	US BANK	17.62		07/08/20
		AMZN MKTP US*M72EY3KI1				YOUTH VIDEOS			
				ACCOUNT TOTAL			17.62	.00	17.62
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO									
2186		12/20	AP	06/08/20	0134680	US BANK	17.38		07/08/20
		AMAZON.COM*MY2ID5A02 AMZN				YOUNG ADULT VIDEOS			
				ACCOUNT TOTAL			17.38	.00	17.38
101-1061-423.93-01 EQUIPMENT / EQUIPMENT									
2186		12/20	AP	06/22/20	0134680	US BANK	209.00		07/08/20
		MOBILE BEACON				REPLACEMENT HOTSPOTS			
2186		12/20	AP	06/22/20	0134680	US BANK	307.67		07/08/20
		AMZN MKTP US*MS76X3P80				HEADSETS & CHECKOUT COVER			
2186		12/20	AP	06/15/20	0134680	US BANK	81.67		07/08/20
		AMZN MKTP US*MY0252272 AM				SCREEN PROTECTORS			
2186		12/20	AP	06/08/20	0134680	US BANK	810.80		07/08/20
		AMZN MKTP US*MY6P10X90				HEADSETS FOR PHONES			
2186		12/20	AP	06/01/20	0134680	US BANK	532.00		07/08/20
		AMZN MKTP US*MY7315FG1				TRUVOICE HEADSETS			
				ACCOUNT TOTAL			1,941.14	.00	1,941.14
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2193		12/20	AP	06/30/20	0000000	STOREY KENWORTHY	.66		07/16/20
		CLIP DISPENSERS							
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	3.57		07/16/20
		COPY PAPER							
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	7.07		07/16/20
		ENVELOPES,LEGAL PADS,				POST ITS, JR LGL PADS			
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	3.57		07/16/20
		COPY PAPER							
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59		07/16/20
		#10 NON-WINDOW ENVELOPES							
				ACCOUNT TOTAL			19.46	.00	19.46

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2193		12/20	AP	06/30/20	0000000	STOREY KENWORTHY	.22		07/16/20
		CLIP DISPENSERS							
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	3.57		07/16/20
		COPY PAPER							
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	2.36		07/16/20
		ENVELOPES,LEGAL PADS, POST ITS, JR LGL PADS							
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	3.57		07/16/20
		COPY PAPER							
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	12.83		07/16/20
		COLORED PAPER							
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59		07/16/20
		#10 NON-WINDOW ENVELOPES							
		ACCOUNT TOTAL					27.14	.00	27.14
101-1158-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2185		12/20	AP	06/16/20	0134680	US BANK	34.44		07/08/20
		DESIGNPRINT DESIGNPRINT HAND FLAGS							
		ACCOUNT TOTAL					34.44	.00	34.44
101-1158-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2185		12/20	AP	06/19/20	0134680	US BANK	57.86		07/08/20
		AMZN MKTP US*MS4BB5ZD2 BOOKS							
2185		12/20	AP	06/17/20	0134680	US BANK	12.74		07/08/20
		AMZN MKTP US*MS7AB9CV2 BOOKS							
		ACCOUNT TOTAL					70.60	.00	70.60
101-1199-411.32-90 COMM PROTECTION GRANTS / GRANTS - POLICE EQUIPMENT									
2205		12/20	AP	03/30/20	0000000	MIDWEST DEFENSE SOLUTIONS, LL	367.50		07/16/20
		1 BALLISTIC VEST 50% REIMBURSED BY GRANT							
		ACCOUNT TOTAL					367.50	.00	367.50
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE									
60		01/21	AP	07/08/20	0000000	AGEE, KAREN	100.00		07/16/20
		ARTISANS IN THE GARDEN WEAVING DEMONSTRATION							
		ACCOUNT TOTAL					100.00	.00	100.00
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY									
2186		12/20	AP	06/22/20	0134680	US BANK	58.76		07/08/20
		AMZN MKTP US*MS7CI8P50 SHELF ORGANIZERS & CASES							

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY							continued		
2186		12/20	AP	06/22/20	0134680	US BANK	31.38		07/08/20
		AMZN MKTP US*MS4BO5PJ0				STACKING STORAGE BINS			
2186		12/20	AP	06/22/20	0134680	US BANK	32.95		07/08/20
		AMZN MKTP US*MS1QG0BO1				MULTI DEVICE ORGANIZER			
2186		12/20	AP	06/09/20	0134680	US BANK	8.99		07/08/20
		AMZN MKTP US*MY10U1SV1 AM				CABLE CLIPS			
2186		12/20	AP	06/08/20	0134680	US BANK	21.98		07/08/20
		AMZN MKTP US*MY6EU1T22 AM				CABLE COVERS & CLIPS			
2186		12/20	AP	06/08/20	0134680	US BANK	12.99		07/08/20
		AMZN MKTP US*MY5WV7PK0 AM				SECURITY CABLES			
2186		12/20	AP	06/05/20	0134680	US BANK	33.96		07/08/20
		AMZN MKTP US*MY5FD7040 AM				ZIP TIES & STEEL CABLES			
						ACCOUNT TOTAL	201.01	.00	201.01
101-1199-431.88-12 OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT									
27		01/21	AP	07/01/20	0000000	VEHICLE MAINTENANCE FUND	3,987.50		07/16/20
		PAYMENT FOR FY21-1ST QTR							
						ACCOUNT TOTAL	3,987.50	.00	3,987.50
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
2182		12/20	AP	06/29/20	0000000	COURIER LEGAL COMMUNICATIONS	592.63		07/16/20
		6/15/20 MTG.MINS/BILLS							
2182		12/20	AP	06/23/20	0000000	COURIER LEGAL COMMUNICATIONS	45.12		07/16/20
		PH NTC-REZONE(WEST FORK)							
2182		12/20	AP	06/22/20	0000000	COURIER LEGAL COMMUNICATIONS	39.60		07/16/20
		PH NTC-FFY20 CDBG ANN.PLN							
2182		12/20	AP	06/19/20	0000000	COURIER LEGAL COMMUNICATIONS	36.09		07/16/20
		PH NTC-VACATE SEWER ESMNT							
2182		12/20	AP	06/19/20	0000000	COURIER LEGAL COMMUNICATIONS	22.06		07/16/20
		PH NTC-PLAN'20 SEAL COAT							
2182		12/20	AP	06/19/20	0000000	COURIER LEGAL COMMUNICATIONS	22.06		07/16/20
		PH NTC-PLAN CLAY ST PARK							
2182		12/20	AP	06/19/20	0000000	COURIER LEGAL COMMUNICATIONS	37.60		07/16/20
		PH NTC-DA W/CB&T							
27		01/21	AP	07/09/20	0000000	COURIER LEGAL COMMUNICATIONS	75.45		07/16/20
		NTC OF INTENT-CDBG FUNDS				RELEASE			
						ACCOUNT TOTAL	870.61	.00	870.61
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT									
2182		12/20	AP	06/30/20	0000000	EIDE BAILLY, LLP	5,000.00		07/16/20
		INTERIM AUDIT WORK FY20				THROUGH 6/30/20			
						ACCOUNT TOTAL	5,000.00	.00	5,000.00

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	2.86		07/16/20
		COPY PAPER							
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	2.86		07/16/20
		COPY PAPER							
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59		07/16/20
		#10 NON-WINDOW ENVELOPES							
						ACCOUNT TOTAL	10.31	.00	10.31
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2183		12/20	AP	06/23/20	0000000	STOREY KENWORTHY	1.71		07/16/20
		HANGING FOLDERS							
						ACCOUNT TOTAL	1.71	.00	1.71
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING									
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	7.15		07/16/20
		COPY PAPER							
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	7.15		07/16/20
		COPY PAPER							
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	11.47		07/16/20
		#10 NON-WINDOW ENVELOPES							
						ACCOUNT TOTAL	25.77	.00	25.77
101-2205-432.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH									
27		01/21	AP	07/01/20	0000000	BLACK HAWK CO.HEALTH DEPT.	3,250.00		07/16/20
		PAYMENT FOR FY21-1ST QTR							
						ACCOUNT TOTAL	3,250.00	.00	3,250.00
101-2205-432.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER									
27		01/21	AP	07/01/20	0000000	CEDAR VALLEY YOUTH SOCCER ASS	2,500.00		07/16/20
		PAYMENT FOR FY21-1ST QTR							
						ACCOUNT TOTAL	2,500.00	.00	2,500.00
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	5.95		07/16/20
		BATTERIES							
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	13.10		07/16/20
		BINDERS,DIVIDERS,PKG.TAPE							
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	16.08		07/16/20
		COPY PAPER							

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
2184		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	5.32		07/16/20
	PENS, BATTERIES								
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	11.47		07/16/20
	#10 NON-WINDOW ENVELOPES								
						ACCOUNT TOTAL	51.92	.00	51.92
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
2183		12/20	AP	06/26/20	0000000	PROFESSIONAL LAWN CARE, LLC	1,567.50		07/16/20
	CODE E.MOW-2013 MAPLEWOOD								
2183		12/20	AP	06/24/20	0000000	PROFESSIONAL LAWN CARE, LLC	71.25		07/16/20
	CODE ENF.MOW-234 CLARK								
						ACCOUNT TOTAL	1,638.75	.00	1,638.75
101-2235-412.72-16 OPERATING SUPPLIES / TOOLS									
2190		12/20	AP	06/09/20	0134680	US BANK	257.50		07/08/20
	SELECT SCREEN PRINTS					MASKS FOR INSPECTORS			
2190		12/20	AP	06/01/20	0134680	US BANK	81.10		07/08/20
	AMZN MKTP US*M701Z5K62					OUTLET & DEVICE TESTER			
						ACCOUNT TOTAL	338.60	.00	338.60
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
2190		12/20	AP	05/22/20	0134680	US BANK	336.00		07/08/20
	DPH REGULATORY PROGRAMS					MECH/PLU LIC-JASON MAI			
2190		12/20	AP	05/22/20	0134680	US BANK	336.00		07/08/20
	DPH REGULATORY PROGRAMS					MECH/PLU LIC-J HENDERSON			
						ACCOUNT TOTAL	672.00	.00	672.00
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2190		12/20	AP	06/22/20	0134680	US BANK	219.00		07/08/20
	INT'L CODE COUNCIL INC					RES BLDG INSP EXAM			
2190		12/20	AP	06/05/20	0134680	US BANK	219.00		07/08/20
	INT'L CODE COUNCIL INC					RES ELECTRICAL EXAM			
2190		12/20	AP	06/03/20	0134680	US BANK	219.00		07/08/20
	INT'L CODE COUNCIL INC					RES PLUMBING EXAM			
						ACCOUNT TOTAL	657.00	.00	657.00
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2183		12/20	AP	06/23/20	0000000	STOREY KENWORTHY	6.43		07/16/20
	HANGING FOLDERS								

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
						ACCOUNT TOTAL	6.43	.00	6.43
101-2245-442.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2190		12/20	AP	05/22/20	0134680	US BANK	128.27		07/08/20
		DROPBOX*NNT2MJFLR5MF				DROPBOX ACCOUNT FEE			
						ACCOUNT TOTAL	128.27	.00	128.27
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	14.30		07/16/20
		COPY PAPER							
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	14.30		07/16/20
		COPY PAPER							
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	41.27		07/16/20
		#10 NON-WINDOW ENVELOPES							
						ACCOUNT TOTAL	69.87	.00	69.87
101-2245-442.81-16 PROFESSIONAL SERVICES / ZONING ORDINANCE									
2183		12/20	AP	06/05/20	0000000	FERRELL MADDEN	5,000.00		07/16/20
		3184-DWNTWN.VISION & ZONE				TASK 4			
PROJECT#:		023184							
2183		12/20	AP	06/05/20	0000000	FERRELL MADDEN	2,500.00		07/16/20
		3221-COLLEGE HILL VSN&ZN				TASK 4			
PROJECT#:		023221							
						ACCOUNT TOTAL	7,500.00	.00	7,500.00
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2190		12/20	AP	05/22/20	0134680	US BANK		400.00	07/08/20
		CONGRESS FOR THE NEW U				CONFERENCE REG REIMB			
						ACCOUNT TOTAL	.00	400.00	400.00-
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2207		12/20	AP	06/30/20	0000000	STOREY KENWORTHY	72.69		07/16/20
		PENS,HI-LITERS,FOLDERS,				PENCILS,ZIP.POCKETS,PLAN.			
2185		12/20	AP	06/16/20	0134680	US BANK	26.99		07/08/20
		O DONNELL ACE HARDWARE				MAGLITE			
2207		12/20	AP	06/04/20	0000000	STOREY KENWORTHY	64.70		07/16/20
		DISINFECTING WIPES							
2185		12/20	AP	05/22/20	0134680	US BANK	340.00		07/08/20
		SIGNS & DESIGNS				A SIGNS			

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
						ACCOUNT TOTAL	504.38	.00	504.38
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP									
2185		12/20	AP	06/19/20	0134680	US BANK CAUTION TAPE,PLEDGE	35.78		07/08/20
		MENARDS CEDAR FALLS IA							
2185		12/20	AP	06/19/20	0134680	US BANK CLEANING SUPPLIES	11.92		07/08/20
		TARGET 00025262							
2185		12/20	AP	06/18/20	0134680	US BANK HULA HOOPS - TRACK	19.96		07/08/20
		SCHEELS CEDAR FALLS							
2185		12/20	AP	06/18/20	0134680	US BANK MOP,SWIFFER,CLOROX	39.82		07/08/20
		WM SUPERCENTER #753							
2185		12/20	AP	06/12/20	0134680	US BANK TENNIS BALLS	49.76		07/08/20
		WM SUPERCENTER #753							
2185		12/20	AP	06/03/20	0134680	US BANK LANDSCAPE RAKES	111.96		07/08/20
		O DONNELL ACE HARDWARE							
2185		12/20	AP	06/01/20	0134680	US BANK RETURN-HINGE		14.97	07/08/20
		MENARDS CEDAR FALLS IA							
						ACCOUNT TOTAL	269.20	14.97	254.23
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES									
2207		12/20	AP	06/24/20	0000000	D & K PRODUCTS	430.00		07/16/20
		TURFACE MVP BAGS							
2185		12/20	AP	06/04/20	0134680	US BANK CABLE TIES	19.98		07/08/20
		O DONNELL ACE HARDWARE							
57		01/21	AP	07/01/20	0000000	WATERLOO TENT & TARP COMPANY	3,170.00		07/16/20
		DUGOUT FRAME & COVER							
						ACCOUNT TOTAL	3,619.98	.00	3,619.98
101-2253-423.72-41 OPERATING SUPPLIES / POOL CONCESSIONS									
2185		12/20	AP	06/01/20	0134680	US BANK RESUSCITATOR FILTERS	79.50		07/08/20
		LIFE ASSIST INC							
						ACCOUNT TOTAL	79.50	.00	79.50
101-2253-423.72-42 OPERATING SUPPLIES / SWIM LESSON SUPPLIES									
2185		12/20	AP	06/16/20	0134680	US BANK LIFEGUARD CERTIFICATION	532.00		07/08/20
		AMERICAN RED CROSS							
						ACCOUNT TOTAL	532.00	.00	532.00
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP						continued			
2185		12/20	AP	06/01/20	0134680	US BANK	35.97		07/08/20
		MENARDS CEDAR FALLS IA				STORAGE BINS			
					ACCOUNT TOTAL		35.97	.00	35.97
101-2253-423.73-17 OTHER SUPPLIES / POOL CHEMICALS									
2207		12/20	AP	06/30/20	0000000	ACCO UNLIMITED CORPORATION	55.95		07/16/20
		PUMPING TUBES							
2207		12/20	AP	06/30/20	0000000	ACCO UNLIMITED CORPORATION	974.60		07/16/20
		POOL CHEMICALS							
2207		12/20	AP	06/30/20	0000000	CARRICO AQUATIC RESOURCES INC	332.86		07/16/20
		POOL CHEMICALS							
57		01/21	AP	07/07/20	0000000	ACCO UNLIMITED CORPORATION	1,311.50		07/16/20
		POOL CHEMICALS							
					ACCOUNT TOTAL		2,674.91	.00	2,674.91
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
2185		12/20	AP	06/10/20	0134680	US BANK	21.96		07/08/20
		O DONNELL ACE HARDWARE				NUTS & BOLTS			
2185		12/20	AP	06/05/20	0134680	US BANK	52.24		07/08/20
		O DONNELL ACE HARDWARE				NUTS & BOLTS			
2185		12/20	AP	06/01/20	0134680	US BANK	11.07		07/08/20
		BUILDERS SELECT LLC 5258				LUMBER			
2185		12/20	AP	05/22/20	0134680	US BANK	18.25		07/08/20
		O DONNELL ACE HARDWARE				HEX PLUG,PENETRANT			
2207		12/20	AP	04/30/20	0000000	CULLIGAN WATER CONDITIONING	4,470.91		07/16/20
		SOFTENER							
					ACCOUNT TOTAL		4,574.43	.00	4,574.43
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.									
2207		12/20	AP	07/07/20	0000000	PLUMB TECH INC.	160.00		07/16/20
		LAZY RIVER HEAT REPAIR				FALLS			
2207		12/20	AP	07/07/20	0000000	PLUMB TECH INC.	280.00		07/16/20
		4 HEATER REPAIRS FALLS							
2207		12/20	AP	06/30/20	0000000	L.J.'S WELDING & FABRICATION	305.00		07/16/20
		FAC WATERFALL ACCESS DOOR				STAINLESS ANGLE/HINGE			
2207		12/20	AP	06/26/20	0000000	KEYSTONE LABORATORIES, INC.	46.50		07/16/20
		WATER TESTING-FALLS							
2185		12/20	AP	06/22/20	0134680	US BANK	56.54		07/08/20
		MENARDS CEDAR FALLS IA				SQUEEGEE,SPRAY BOTTLE			
2185		12/20	AP	06/18/20	0134680	US BANK	6.98		07/08/20
		MENARDS CEDAR FALLS IA				BLEACH			
2185		12/20	AP	06/18/20	0134680	US BANK	110.23		07/08/20
		O DONNELL ACE HARDWARE				TAPE,GLASS CLEANER			

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.						continued			
2185		12/20	AP	06/15/20	0134680	US BANK	89.96		07/08/20
	MENARDS CEDAR FALLS IA					WEED FABRIC			
2185		12/20	AP	06/12/20	0134680	US BANK	13.69		07/08/20
	O DONNELL ACE HARDWARE					WEED FABRIC			
2185		12/20	AP	06/08/20	0134680	US BANK	3.99		07/08/20
	HY-VEE CEDAR FALLS 1052					LYSOL			
2185		12/20	AP	06/08/20	0134680	US BANK	22.66		07/08/20
	WAL-MART #0753					WINDEX,DISH SOAP,CLOROX			
2185		12/20	AP	06/08/20	0134680	US BANK	26.67		07/08/20
	O DONNELL ACE HARDWARE					BOWL BRUSH CADDIES			
2185		12/20	AP	06/05/20	0134680	US BANK	55.41		07/08/20
	SHERWIN WILLIAMS 703171					PAINT - FALLS			
2185		12/20	AP	06/04/20	0134680	US BANK	11.38		07/08/20
	O DONNELL ACE HARDWARE					VELCRO STRAP			
2185		12/20	AP	06/04/20	0134680	US BANK	30.19		07/08/20
	MENARDS CEDAR FALLS IA					GEAR DRIVE,WASHERS,RISER			
2185		12/20	AP	06/01/20	0134680	US BANK	6.70		07/08/20
	O DONNELL ACE HARDWARE					PIPE,ELBOW,TEE			
2185		12/20	AP	05/27/20	0134680	US BANK	47.47		07/08/20
	O DONNELL ACE HARDWARE					NOZZLE GUN,FLOW PISTOL			
2185		12/20	AP	05/25/20	0134680	US BANK	35.94		07/08/20
	MENARDS CEDAR FALLS IA					FLOOD GUARD, BALL VALVE			
2185		12/20	AP	05/25/20	0134680	US BANK	54.98		07/08/20
	O DONNELL ACE HARDWARE					ROUNDUP,AJAX CLEANER			
				ACCOUNT TOTAL			1,364.29	.00	1,364.29
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2185		12/20	AP	06/22/20	0134680	US BANK	121.88		07/08/20
	AMZN MKTP US*MS32V1NM2					OFFICE DRAWERS			
2185		12/20	AP	06/22/20	0134680	US BANK	55.45		07/08/20
	AMZN MKTP US*MS9KP4HX1					SCISSORS AND WEBCAM			
2208		12/20	AP	06/18/20	0000000	STOREY KENWORTHY	199.34		07/16/20
	LABELS,NOTEPADS,POSTITS					PAPER,PHONE REST			
2208		12/20	AP	06/04/20	0000000	STOREY KENWORTHY	239.80		07/16/20
	PLEXI SAFETY BARRIER					FOR FRONT DESK			
				ACCOUNT TOTAL			616.47	.00	616.47
101-2280-423.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
2185		12/20	AP	06/10/20	0134680	US BANK	42.00		07/08/20
	AMAZON.COM*MY4T946K0 AMZN					BOOKS			
				ACCOUNT TOTAL			42.00	.00	42.00
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES									

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued			
2185		12/20	AP	06/19/20	0134680	US BANK MICHAELS STORES 1246 GLUE,BOTTLES, JARS FOR	44.73		07/08/20
2185		12/20	AP	06/18/20	0134680	US BANK WM SUPERCENTER #753 BOBBLES, BOXES FOR CAMP	53.13		07/08/20
2185		12/20	AP	06/11/20	0134680	US BANK AMZN MKTP US*MY8NX2U41 PHOTO DEVELOPER FOR	23.99		07/08/20
2185		12/20	AP	06/10/20	0134680	US BANK AMZN MKTP US REFUND FOR ORDER THAT WAS		13.99	07/08/20
2185		12/20	AP	06/05/20	0134680	US BANK HOBBY-LOBBY #0135 FABRIC,ENVELOPES,CHALK	79.20		07/08/20
2185		12/20	AP	06/04/20	0134680	US BANK WAL-MART #0753 GLUE, BOXES, CHALK, FOOD	100.45		07/08/20
2185		12/20	AP	06/04/20	0134680	US BANK MICHAELS STORES 1246 SENSORY BOTTLES, SLIME	41.88		07/08/20
2185		12/20	AP	06/03/20	0134680	US BANK AMZN MKTP US*MY8WV9NY0 AM PINHOLE CAMERA SUPPLIES	111.89		07/08/20
2185		12/20	AP	06/03/20	0134680	US BANK AMZN MKTP US*MY90I9Z00 SUN PRINTS FOR SUMMER	17.00		07/08/20
2185		12/20	AP	06/03/20	0134680	US BANK AMZN MKTP US*M70Z03YL2 MAGNIFYING GLASSES FOR	62.50		07/08/20
2185		12/20	AP	06/02/20	0134680	US BANK AMZN MKTP US*MY7998N50 AM PINHOLE CAMERA SUPPLIES	18.68		07/08/20
2185		12/20	AP	06/02/20	0134680	US BANK AMZN MKTP US*MY8KH74B0 PHOTO DEVELOPER	21.99		07/08/20
2185		12/20	AP	06/01/20	0134680	US BANK DOLLAR TREE CONTAINERS & BOTTLES FOR	17.00		07/08/20
2185		12/20	AP	05/28/20	0134680	US BANK B&H PHOTO 800-606-6969 DISPOSABLE CAMERA	219.80		07/08/20
2185		12/20	AP	05/28/20	0134680	US BANK WM SUPERCENTER #753 PAINT, BURSHES BOXES	18.59		07/08/20
2185		12/20	AP	05/28/20	0134680	US BANK SP * GENESIS EDUCATION OWL PELLETS FOR SUMMER	42.35		07/08/20
						ACCOUNT TOTAL	873.18	13.99	859.19
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES									
60		01/21	AP	07/08/20	0000000	O'DONNELL ACE HARDWARE PIC HANGERS,MOUNTING TAPE MOUNTING SQUARES FOR EXH	29.06		07/16/20
60		01/21	AP	07/07/20	0000000	O'DONNELL ACE HARDWARE GLUE FOR EXHIBIT	8.69		07/16/20
60		01/21	AP	07/06/20	0000000	O'DONNELL ACE HARDWARE MOUNT SQUARES FOR EXHIBIT	8.78		07/16/20
60		01/21	AP	07/02/20	0000000	SIGNS BY TOMORROW AMY CLAMPITT PANELS AND EXHIBIT LABELS	280.00		07/16/20
						ACCOUNT TOTAL	326.53	.00	326.53

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES									
2208		12/20	AP	06/05/20	0000000	COPYWORKS	10.00		07/16/20
	GARDEN SIGN LAMINATION								
						ACCOUNT TOTAL	10.00	.00	10.00
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
60		01/21	AP	07/14/20	0000000	O'DONNELL ACE HARDWARE	199.99		07/16/20
	DEHUMIDIFIER FOR GALLERY					DUE TO ROOF LEAK			
						ACCOUNT TOTAL	199.99	.00	199.99
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2208		12/20	AP	06/30/20	0000000	CITY LAUNDERING CO.	29.30		07/16/20
	MATS FOR FRONT DOOR AND					DOWNSTAIRS			
2185		12/20	AP	06/17/20	0134680	US BANK	107.88		07/08/20
	EIG*BLUEHOST.COM					THEHEARST.ORG WEBHOSTING			
2208		12/20	AP	06/12/20	0000000	HAWKEYE ALARM & SIGNAL CO.	127.50		07/16/20
	TESTED FIRE ALARM SYSTEM								
60		01/21	AP	07/14/20	0000000	SCHNEIDER, RALDO	300.00		07/16/20
	CONCERT PERFORMANCE FOR					PARTY ON THE PATIO			
60		01/21	AP	07/14/20	0000000	MAYNARD, LYNSIE	100.00		07/16/20
	ARTISANS IN THE GARDEN					DYING DEMONSTRATION			
						ACCOUNT TOTAL	664.68	.00	664.68
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION									
2185		12/20	AP	06/12/20	0134680	US BANK	1,081.67		07/08/20
	MODERN POSTCARD					EXHIBITION MAILER PRINT			
						ACCOUNT TOTAL	1,081.67	.00	1,081.67
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
2185		12/20	AP	06/02/20	0134680	US BANK	12.95		07/08/20
	CANVA* 02708-6896593					CANVA FEE FOR ADVERTISING			
						ACCOUNT TOTAL	12.95	.00	12.95
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
2208		12/20	AP	06/02/20	0000000	B & H PHOTO-VIDEO-PRO AUDIO	689.75		07/16/20
	OVERHEAD PROJECTOR PD FOR					BY FRIENDS GROUP			
60		01/21	AP	07/09/20	0000000	KAREN'S PRINT-RITE	91.00		07/16/20
	FRIENDS ANNUAL MEETING					POST CARD PRINTING			
						ACCOUNT TOTAL	780.75	.00	780.75

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2280-423.93-01 EQUIPMENT / EQUIPMENT									
2185		12/20	AP	06/08/20	0134680	US BANK		10.08	07/08/20
	BISSELL*BISSELL.COM					REFUND OF SALES TAX ON			
				ACCOUNT TOTAL			.00	10.08	10.08-
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	4.29		07/16/20
	COPY PAPER								
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	4.29		07/16/20
	COPY PAPER								
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59		07/16/20
	#10 NON-WINDOW ENVELOPES								
				ACCOUNT TOTAL			13.17	.00	13.17
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
2204		12/20	AP	06/29/20	0000000	CITY LAUNDERING CO.	21.00		07/16/20
	TOWELS;MATS-PSS BUILDING								
				ACCOUNT TOTAL			21.00	.00	21.00
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
52		01/21	AP	07/08/20	0000000	O'DONNELL ACE HARDWARE	31.38		07/16/20
	FLASHLIGHT BATTERIES					PSS BUILDING			
				ACCOUNT TOTAL			31.38	.00	31.38
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
52		01/21	AP	07/08/20	0000000	BLACK HAWK CO.E911-TREASURER	2,759.76		07/16/20
	FIRE EDACS FEE;JUL-SEP'20								
				ACCOUNT TOTAL			2,759.76	.00	2,759.76
101-4511-414.81-46 PROFESSIONAL SERVICES / EMERGENCY MANAGEMENT									
52		01/21	AP	06/29/20	0000000	BLACK HAWK CO.EMERGENCY MGMT.	53,324.30		07/16/20
	FY21 EMA OPERATING BUDGET								
				ACCOUNT TOTAL			53,324.30	.00	53,324.30
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2185		12/20	AP	06/15/20	0134680	US BANK	4.79		07/08/20
	FAREWAY STORES					FIRE FOAM TRNG. SUPPLIES			
2185		12/20	AP	05/22/20	0134680	US BANK	75.00		07/08/20

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued			
						PUBLIC AGENCY TRAINING REG:EVID.FIRE SCENE-LADAG			
						ACCOUNT TOTAL	79.79	.00	79.79
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2204		12/20	AP	06/18/20	0000000	OUTDOOR & MORE	226.67		07/16/20
						HIGH OCTANE FUEL-STAT.#1			
2185		12/20	AP	06/15/20	0134680	US BANK	195.00		07/08/20
						NORCO INC CALIBRATE 4-GAS METERS			
						ACCOUNT TOTAL	421.67	.00	421.67
101-4511-414.86-50 REPAIR & MAINTENANCE / SERVICE CONTRACTS									
2204		12/20	AP	06/29/20	0000000	MIDWEST BREATHING AIR L.L.C.	173.25		07/16/20
						QTRLY. AIR TEST;REPAIRS 1718 MAIN STREET			
						ACCOUNT TOTAL	173.25	.00	173.25
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
2204		12/20	AP	06/24/20	0000000	WERTJES UNIFORMS	26.00		07/16/20
						UNIF.ALLOW.-STRIPES SEWN CURT HILDEBRAND			
2204		12/20	AP	06/23/20	0000000	WERTJES UNIFORMS	438.00		07/16/20
						UNIF.ALLOW.-SHIRTS;PANTS+ JOHN BOSTWICK			
						ACCOUNT TOTAL	464.00	.00	464.00
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	4.29		07/16/20
						COPY PAPER			
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	4.29		07/16/20
						COPY PAPER			
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59		07/16/20
						#10 NON-WINDOW ENVELOPES			
						ACCOUNT TOTAL	13.17	.00	13.17
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2205		12/20	AP	07/07/20	0000000	SHRED-IT USA	48.07		07/16/20
						ON-SITE DOC. DESTRUCTION TICKET #8060477960			
2205		12/20	AP	07/01/20	0000000	L & M TRANSMISSION	68.00		07/16/20
						TOW & STORE-CHEVY IMPALA 2009 BLACK IMPALA			
2205		12/20	AP	07/01/20	0000000	L & M TRANSMISSION	100.00		07/16/20
						TOW & STORE-NISSAN TITAN BJR 418			
2205		12/20	AP	07/01/20	0000000	THOMSON REUTERS - WEST	277.33		07/16/20

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
						INVESTIGATIVE SOFTWARE 06/01/20-06/30/20			
2204		12/20	AP	06/29/20	0000000	CITY LAUNDERING CO.	21.00		07/16/20
						TOWELS;MATS-PSS BUILDING			
2205		12/20	AP	06/25/20	0000000	DES MOINES STAMP MFG. CO.	28.30		07/16/20
						NOTARY STAMP-L. REIMERS			
2205		12/20	AP	06/22/20	0000000	DES MOINES STAMP MFG. CO.	28.30		07/16/20
						NOTARY STAMP-ADAM HANCOCK			
2185		12/20	AP	06/11/20	0134680	US BANK	54.00		07/08/20
						AMZN MKTP US*MY3X10B32 HP DVD+R DUAL LAYER			
2185		12/20	AP	06/11/20	0134680	US BANK	8.48		07/08/20
						WM SUPERCENTER #753 TOTE-PD #11			
2185		12/20	AP	06/05/20	0134680	US BANK	800.00		07/08/20
						KWIK TRIP 478 00004788 200 CAR WASH CARDS-PD			
55		01/21	AP	07/07/20	0000000	RAY MOUNT WRECKER SERVICE, IN	150.00		07/16/20
						TOW STOLEN CRUZE TO CFPD IMPOUND-#20-049709			
55		01/21	AP	07/01/20	0000000	ABC EMBROIDERY, INC.	25.66		07/16/20
						NAME TAGS-JORDAN WOMOCHIL			
55		01/21	AP	07/01/20	0000000	ABC EMBROIDERY, INC.	25.67		07/16/20
						NAME TAGS-CAITLIN RYAN			
55		01/21	AP	07/01/20	0000000	ABC EMBROIDERY, INC.	25.67		07/16/20
						NAME TAGS-DUSANKA DEVIC			
						ACCOUNT TOTAL	1,660.48	.00	1,660.48
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING									
2205		12/20	AP	06/28/20	0000000	COURIER LEGAL COMMUNICATIONS	4.01		07/16/20
						NTC.OF ABANDONED VEHICLE DODGE TRAILER			
						ACCOUNT TOTAL	4.01	.00	4.01
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
2205		12/20	AP	06/23/20	0000000	WERTJES UNIFORMS	43.00		07/16/20
						INNER BELT CHRIS COPP			
2205		12/20	AP	06/23/20	0000000	WERTJES UNIFORMS	64.57		07/16/20
						OPT.EQUIP.-HINGED CUFFS KALEB BRUGGEMAN			
2205		12/20	AP	06/23/20	0000000	WERTJES UNIFORMS	17.00		07/16/20
						OPT.EQUIP.-BELT KEEPERS GAVIN CARMAN			
2205		12/20	AP	06/22/20	0000000	WERTJES UNIFORMS	72.00		07/16/20
						OPT.EQUIP.-HINGED CUFFS MIKE MARCOTTE			
2205		12/20	AP	06/22/20	0000000	RACOM CORPORATION	880.00		07/16/20
						RADIO MICS & BATTERIES FOR NEW HIRES			
2205		12/20	AP	06/08/20	0000000	WERTJES UNIFORMS	14.98		07/16/20
						OPT.EQUIPMENT-CUFF KEY SAM SHAFER			
						ACCOUNT TOTAL	1,091.55	.00	1,091.55

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
55		01/21	AP	07/08/20	0000000	BLACK HAWK CO.E911-TREASURER	4,336.76		07/16/20
		POL.EDACS FEES;JUL-SEP'20							
					ACCOUNT TOTAL		4,336.76	.00	4,336.76
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM									
2205		12/20	AP	06/22/20	0000000	WERTJES UNIFORMS	103.00		07/16/20
		UNIFORM ALLOWANCE-SHOES				ADAM BURG			
					ACCOUNT TOTAL		103.00	.00	103.00
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE									
2185		12/20	AP	06/10/20	0134680	US BANK	17.95		07/08/20
		THE UPS STORE #5189				SHIP PSYCH EXAMS TO ILEA			
2185		12/20	AP	06/03/20	0134680	US BANK	11.69		07/08/20
		THE UPS STORE #5617				SHIP EXAMS TO STANARD			
					ACCOUNT TOTAL		29.64	.00	29.64
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2205		12/20	AP	06/26/20	0000000	WATERLOO, CITY OF	200.00		07/16/20
		PRE-EMPLOYMENT POLYGRAPH				JORDON WOMOCHIL			
					ACCOUNT TOTAL		200.00	.00	200.00
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2185		12/20	AP	06/08/20	0134680	US BANK	25.65		07/08/20
		KWIK STAR 93400009340				MEALS-CIVIL DISTURBANCE			
	PROJECT#:	9018							
2185		12/20	AP	06/08/20	0134680	US BANK	52.12		07/08/20
		PAPA JOHNS #1187				MEALS-CIVIL DISTURBANCE			
	PROJECT#:	9018							
2185		12/20	AP	06/08/20	0134680	US BANK	55.38		07/08/20
		PAPA JOHNS #1187				MEALS-CIVIL DISTURBANCE			
	PROJECT#:	9018							
2185		12/20	AP	06/05/20	0134680	US BANK	41.70		07/08/20
		PAPA JOHNS #1187				MEALS-CIVIL DISTURBANCE			
	PROJECT#:	9018							
2185		12/20	AP	06/01/20	0134680	US BANK	46.22		07/08/20
		SUBWAY 00312223				MEALS-PSO APPL. TESTING			
2185		12/20	AP	05/25/20	0134680	US BANK	34.42		07/08/20
		SUBWAY 00356345				MEALS-FIREARMS TRAINING			
2185		12/20	AP	05/25/20	0134680	US BANK	49.68		07/08/20
		JIMMY JOHNS - 2490 - E				MEALS-POL.CHIEF FINALISTS			
2185		12/20	AP	05/21/20	0134680	US BANK	14.36		07/08/20

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued									
	SUBWAY				00312223	MEALS-POL.CHIEF CANDIDATE			
		ACCOUNT TOTAL					319.53	.00	319.53
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2185		12/20	AP	06/12/20	0134680	US BANK	199.00		07/08/20
	CALIBRE PRESS					ONLINE TRNG:FRCE.MIT.OPP.			
2185		12/20	AP	06/09/20	0134680	US BANK	12.50		07/08/20
	COLLEGE TRANSCRIPT					TRANSCRIPT FEE-ILEA			
		ACCOUNT TOTAL					211.50	.00	211.50
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
2205		12/20	AP	06/29/20	0000000	WERTJES UNIFORMS	311.00		07/16/20
	UNIF.ALLOW.-PANTS;POLOS					KENDALL SCHWAN			
2205		12/20	AP	06/29/20	0000000	WERTJES UNIFORMS	21.00		07/16/20
	UNIFORM ALLOWANCE-SOCKS					MARISSA ABBOTT			
2205		12/20	AP	06/26/20	0000000	WERTJES UNIFORMS	229.98		07/16/20
	UNIF.ALLOW.-PANTS;POLOS+					LIESEL REIMERS			
2205		12/20	AP	06/25/20	0000000	WERTJES UNIFORMS	30.00		07/16/20
	UNIFORM ALLOWANCE-SOCKS					JAVIER MERCADO			
2205		12/20	AP	06/25/20	0000000	WERTJES UNIFORMS	392.93		07/16/20
	UNIF.ALLOW.-PANTS;POLOS+					KELLI YATES			
2205		12/20	AP	06/24/20	0000000	WERTJES UNIFORMS	380.97		07/16/20
	UNIF.ALLOW.-PANTS;SHIRTS+					KURT SCHREIBER			
2205		12/20	AP	06/23/20	0000000	WERTJES UNIFORMS	119.00		07/16/20
	UNIFORM ALLOWANCE-BOOTS					JEFF SITZMAN			
2205		12/20	AP	06/23/20	0000000	WERTJES UNIFORMS	342.56		07/16/20
	UNIF.ALLOW.-PANTS;SHIRTS+					CHRIS COPP			
2205		12/20	AP	06/23/20	0000000	WERTJES UNIFORMS	168.00		07/16/20
	UNIFORM ALLOWANCE-PANTS					KALEB BRUGGEMAN			
2205		12/20	AP	06/23/20	0000000	WERTJES UNIFORMS	105.75		07/16/20
	UNIF.ALLOW.-PANTS;SOCKS					GAVIN CARMAN			
2205		12/20	AP	06/17/20	0000000	WERTJES UNIFORMS	109.90		07/16/20
	UNIF.ALLOW.-POLOS;PATCHES					TIM SMITH			
2205		12/20	AP	06/15/20	0000000	WERTJES UNIFORMS	141.00		07/16/20
	UNIFORM ALLOWANCE-BOOTS					MATT KRUEGER			
2205		12/20	AP	06/11/20	0000000	WERTJES UNIFORMS	350.00		07/16/20
	UNIF.ALLOW.-BOOTS;SHIRTS+					LUCAS SCHMIDT			
2205		12/20	AP	06/09/20	0000000	WERTJES UNIFORMS	114.00		07/16/20
	UNIFORM ALLOWANCE-SHORTS					KYLE MANTERNACH			
2205		12/20	AP	06/08/20	0000000	WERTJES UNIFORMS	262.79		07/16/20
	UNIF.ALLOW.-BOOTS;PANTS+					SAM SHAFER			
2205		12/20	AP	06/08/20	0000000	WERTJES UNIFORMS	147.00		07/16/20
	UNIFORM ALLOWANCE-POLOS					SAM SHAFER			
2205		12/20	AP	06/05/20	0000000	WERTJES UNIFORMS	178.00		07/16/20
	UNIF.ALLOW.-PANTS;POLOS					TYLER LENOX			

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued			
					ACCOUNT TOTAL		3,403.88	.00	3,403.88
101-5521-415.93-01 EQUIPMENT / EQUIPMENT									
2205		12/20	AP	06/23/20	0000000	KIRK GROSS COMPANY	1,130.67		07/16/20
		WORK SURF. & FILE CABINET				PSS BUILDING-RECORDS AREA			
2205		12/20	AP	06/23/20	0000000	KIRK GROSS COMPANY	2,977.32		07/16/20
		WORK SURF.& FILE CABINETS				& CHAIR-INVESTIG.& TRNG.			
					ACCOUNT TOTAL		4,107.99	.00	4,107.99
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
2205		12/20	AP	07/02/20	0000000	WATERLOO, CITY OF	8,877.00		07/16/20
		ANIMAL CALLS;6/1-6/30/20							
2205		12/20	AP	07/01/20	0000000	CEDAR BEND HUMANE SOCIETY	2,216.50		07/16/20
		JUN'20 ANIMAL SURRENDER							
					ACCOUNT TOTAL		11,093.50	.00	11,093.50
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2189		12/20	AP	06/16/20	0000000	STOREY KENWORTHY	14.04		07/16/20
		CLIPBOARDS							
					ACCOUNT TOTAL		14.04	.00	14.04
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2182		12/20	AP	07/01/20	0000000	BROWN'S SHOE FIT	145.00		07/16/20
		SAFETY SHOES-B RILEY				PO 56502			
2189		12/20	AP	06/29/20	0000000	HOTSY EQUIPMENT COMPANY	249.00		07/16/20
		DISINFECTANT 062511				PUBLIC SAFETY			
	PROJECT#:	012020							
2180		12/20	AP	06/25/20	0000000	MARTIN BROS.DISTRIBUTING	212.93		07/16/20
		TOWELS,TISSUES,LINERS,				WIPES			
	PROJECT#:	062501							
2180		12/20	AP	06/25/20	0000000	MARTIN BROS.DISTRIBUTING	38.48		07/16/20
		TOWELS,TISSUES,LINERS,				WIPES			
	PROJECT#:	062505							
2180		12/20	AP	06/25/20	0000000	MARTIN BROS.DISTRIBUTING	307.49		07/16/20
		TOWELS,TISSUES.LINERS,				WIPES			
	PROJECT#:	062506							
2180		12/20	AP	06/25/20	0000000	MARTIN BROS.DISTRIBUTING	103.03		07/16/20
		TOWELS,TISSUES,LINERS,				WIPES			
	PROJECT#:	062507							
2180		12/20	AP	06/25/20	0000000	MARTIN BROS.DISTRIBUTING	38.48		07/16/20
		TOWELS,TISSUES,LINERS,				WIPES			

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
PROJECT#: 062509									
2180		12/20	AP	06/22/20	0000000	HOTSY EQUIPMENT COMPANY	237.00		07/16/20
		SANITIZER COVID 062514							
PROJECT#: 012020									
2185		12/20	AP	06/22/20	0134680	US BANK	25.98		07/08/20
		AMZN MKTP US*MS7990XR0				GALLON PUMPS FOR			
PROJECT#: 012020									
2185		12/20	AP	06/19/20	0134680	US BANK	15.95		07/08/20
		AMZN MKTP US*MS8FT1ZT2				GALLON PUMPS FOR			
PROJECT#: 012020									
2185		12/20	AP	06/17/20	0134680	US BANK	169.50		07/08/20
		AMZN MKTP US*MS98Z2LH0				HAND SANITIZER 062507			
PROJECT#: 012020									
2185		12/20	AP	06/15/20	0134680	US BANK	94.56		07/08/20
		AMAZON.COM*MY8VM9U92 AMZN				HAND SANITIZER 062507			
PROJECT#: 012020									
2185		12/20	AP	06/12/20	0134680	US BANK	53.14		07/08/20
		AMAZON.COM*MY7DW77C0 AMZN				SANITIZER FOR 062506			
PROJECT#: 012020									
2185		12/20	AP	06/10/20	0134680	US BANK	40.09		07/08/20
		AMAZON.COM*MY11P7QT0				HAND SANITIZER FOR 062506			
PROJECT#: 012020									
2185		12/20	AP	06/08/20	0134680	US BANK	26.95		07/08/20
		AMZN MKTP US*MY4OJ5PD0 AM				PUMPS FOR BOTTLES 062514			
PROJECT#: 012020									
2185		12/20	AP	06/03/20	0134680	US BANK	14.88		07/08/20
		AMAZON.COM*M71EO4YY2				SANITIZER DISPENSER			
PROJECT#: 062503									
2185		12/20	AP	06/01/20	0134680	US BANK	15.14		07/08/20
		AMAZON.COM*MY4U06ZM1				SANITIZER DISPENSER			
PROJECT#: 012020									
2185		12/20	AP	05/25/20	0134680	US BANK	70.92		07/08/20
		AMAZON.COM*M77A281T2				DISINFECTANT			
PROJECT#: 012020									
2185		12/20	AP	05/22/20	0134680	US BANK	4.71		07/08/20
		AMZN MKTP US*M718F3G01				SANITIZER DISPENSER			
PROJECT#: 012020									
44		01/21	AP	07/02/20	0000000	MARTIN BROS.DISTRIBUTING	247.62		07/16/20
		TOWELS,TISSUES,LINERS,				SANITIZER			
PROJECT#: 062503									
44		01/21	AP	07/02/20	0000000	MARTIN BROS.DISTRIBUTING	230.84		07/16/20
		TOWELS,TISSUES,LINERS,				SANITIZER			
PROJECT#: 062506									
44		01/21	AP	07/02/20	0000000	MARTIN BROS.DISTRIBUTING	204.79		07/16/20
		TOWELS,TISSUES,LINERS,				SANITIZER			
PROJECT#: 062507									
44		01/21	AP	07/02/20	0000000	MARTIN BROS.DISTRIBUTING	309.09		07/16/20
		TOWELS,TISSUES,LINERS,				SANITIZER			
PROJECT#: 062514									

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
44		01/21	AP	07/02/20	0000000	MARTIN BROS.DISTRIBUTING	38.48		07/16/20
		TOWELS,TISSUES,LINERS,				SANITIZER			
PROJECT#:		062501							
44		01/21	AP	07/01/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	208.44		07/16/20
		FILTERS							
PROJECT#:		062511							
						ACCOUNT TOTAL	3,102.49	.00	3,102.49
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2180		12/20	AP	06/24/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	28.91		07/16/20
		WIRE STRIPPERS							
PROJECT#:		062506							
2180		12/20	AP	06/19/20	0000000	FASTENAL COMPANY	249.99		07/16/20
		LADDER							
PROJECT#:		062501							
2185		12/20	AP	06/01/20	0134680	US BANK	13.00		07/08/20
		AMZN MKTP US*M79OB9KF2				SANDER REPAIR			
PROJECT#:		062506							
						ACCOUNT TOTAL	291.90	.00	291.90
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2180		12/20	AP	06/26/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	528.24		07/16/20
		CONTROLS FOR HEAT PUMP				LOOP WATER VALVE			
PROJECT#:		062501							
2180		12/20	AP	06/26/20	0000000	PLUMB SUPPLY COMPANY, LLC	50.73		07/16/20
		WATER HEATER REPAIR							
PROJECT#:		062501							
2189		12/20	AP	06/26/20	0000000	MENARDS-CEDAR FALLS	229.00		07/16/20
		SINK							
PROJECT#:		062505							
2180		12/20	AP	06/25/20	0000000	PLUMB SUPPLY COMPANY, LLC	15.00		07/16/20
		PLUMBING REPAIR							
PROJECT#:		062509							
2180		12/20	AP	06/24/20	0000000	PLUMB SUPPLY COMPANY, LLC	88.50		07/16/20
		FAN							
PROJECT#:		062505							
2180		12/20	AP	06/23/20	0000000	PLUMB SUPPLY COMPANY, LLC	83.09		07/16/20
		PLUMBING REPAIR							
PROJECT#:		062503							
2192		12/20	AP	06/22/20	0000000	FERGUSON ENTERPRISES,INC.		85.80	07/16/20
		RETURN							
PROJECT#:		062506							
2180		12/20	AP	06/18/20	0000000	ECHO GROUP, INC.	85.92		07/16/20
		ELECTRIC REPAIR AND PPE							
PROJECT#:		062511							

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR							continued		
2192		12/20	AP	06/12/20	0000000	FERGUSON ENTERPRISES,INC.	183.92		07/16/20
		WATER HEATER REPAIR							
	PROJECT#:	062506							
	44	01/21	AP	07/06/20	0000000	O'DONNELL ACE HARDWARE	13.98		07/16/20
		BATTERY							
	PROJECT#:	062501							
	44	01/21	AP	07/02/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	409.15		07/16/20
		HVAC REPAIR							
	PROJECT#:	062501							
						ACCOUNT TOTAL	1,687.53	85.80	1,601.73
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
	44	01/21	AP	07/01/20	0000000	PLUNKETT'S PEST CONTROL, INC	47.29		07/16/20
		PEST CONTROL							
	PROJECT#:	062511							
						ACCOUNT TOTAL	47.29	.00	47.29
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
2189		12/20	AP	06/30/20	0000000	CITY LAUNDERING CO.	20.00		07/16/20
		MAT SERVICE							
	PROJECT#:	062501							
	44	01/21	AP	07/06/20	0000000	HARRIS CLEANING SERVICE, INC.	437.50		07/16/20
		AIR CLEANER RENTAL COVID 062507							
	PROJECT#:	012020							
	44	01/21	AP	07/02/20	0000000	CITY LAUNDERING CO.	40.00		07/16/20
		MATS							
	44	01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	3,700.00		07/16/20
		JANITORIAL SERVICE JULY							
	PROJECT#:	062501							
	44	01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	1,448.00		07/16/20
		JANITORIAL SERVICE JULY							
	PROJECT#:	062505							
	44	01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	7,000.00		07/16/20
		JANITORIAL SERVICE JULY							
	PROJECT#:	062507							
	44	01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	3,000.00		07/16/20
		JANITORIAL SERVICE JULY							
	PROJECT#:	062511							
	44	01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	624.00		07/16/20
		JANITORIAL SERVICE JULY							
	PROJECT#:	062509							
	44	01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	3,268.00		07/16/20
		JANITORIAL SERVICE JULY							
	PROJECT#:	062503							
	44	01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	770.00		07/16/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
						JANITORIAL SERVICE JULY				
						PROJECT#: 062508				
44		01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	350.00			07/16/20
						JANITORIAL SERVICE JULY				
						PROJECT#: 062515				
44		01/21	AP	07/01/20	0000000	FRESH START CLEANING SOLUTION	1,664.00			07/16/20
						JANITORIAL SERVICE JULY				
						PROJECT#: 062506				
						ACCOUNT TOTAL	22,321.50	.00	22,321.50	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT										
2189		12/20	AP	06/24/20	0000000	VAN METER, INC.	384.36			07/16/20
						LED FIXTURES				
						PROJECT#: 062506				
						ACCOUNT TOTAL	384.36	.00	384.36	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2189		12/20	AP	06/23/20	0000000	TESTAMERICA LABORATORIES, INC	84.00			07/16/20
						WATER TEST				
						ACCOUNT TOTAL	84.00	.00	84.00	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	7.82			07/16/20
						BATTERIES				
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	17.24			07/16/20
						BINDERS,DIVIDERS,PKG.TAPE				
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	16.08			07/16/20
						COPY PAPER				
2184		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	7.01			07/16/20
						PENS, BATTERIES				
2190		12/20	AP	05/25/20	0134680	US BANK	25.71			07/08/20
						HAWK LABELING SYSTEMS LABELS FOR LABEL MAKER				
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	41.27			07/16/20
						#10 NON-WINDOW ENVELOPES				
						ACCOUNT TOTAL	115.13	.00	115.13	
101-6625-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2190		12/20	AP	05/21/20	0134680	US BANK	40.00			07/08/20
						SIGNS BY TOMORROW CEDAR F LOGO DECAL FOR HARD HATS				
						ACCOUNT TOTAL	40.00	.00	40.00	

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2184		12/20	AP	07/13/20	0000000	TERRACON CONSULTANTS, INC.	902.15		07/16/20
		3199-TERRACES AT W. GLEN				SERVICES THRU 7/4/20			
	PROJECT#:	023199							
2184		12/20	AP	07/13/20	0000000	TERRACON CONSULTANTS, INC.	813.64		07/16/20
		3151-THE ARBORS 4TH ADD.				SERVICES THRU 7/4/20			
	PROJECT#:	023151							
2184		12/20	AP	06/29/20	0000000	TERRACON CONSULTANTS, INC.	204.24		07/16/20
		3207-PHEASANT HOLLOW 7TH				SERVICES THRU 6/20/20			
	PROJECT#:	023207							
2184		12/20	AP	06/29/20	0000000	TERRACON CONSULTANTS, INC.	1,101.79		07/16/20
		3199-TERRACES AT W. GLEN				SERVICES THRU 6/20/20			
	PROJECT#:	023199							
2184		12/20	AP	06/29/20	0000000	TERRACON CONSULTANTS, INC.	293.46		07/16/20
		3193-WESTERN HOME 9TH ADD				SERVICES THRU 6/20/20			
	PROJECT#:	023193							
		ACCOUNT TOTAL					3,315.28	.00	3,315.28
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2182		12/20	AP	06/30/20	0000000	THOMPSON SHOES	160.00		07/16/20
		SAFETY SHOES-R RIEGER				P.O. 56499			
2189		12/20	AP	06/30/20	0000000	CULLIGAN WATER CONDITIONING	34.35		07/16/20
		WATER FOR 606 UNION RD							
2189		12/20	AP	06/26/20	0000000	O'DONNELL ACE HARDWARE	21.07		07/16/20
		PAINT,BRUSH							
2180		12/20	AP	06/23/20	0000000	MENARDS-CEDAR FALLS	12.35		07/16/20
		PLUMBLING PARTS							
2180		12/20	AP	06/22/20	0000000	FERGUSON ENTERPRISES,INC.	35.36		07/16/20
		PLUMBING PARTS							
2180		12/20	AP	06/19/20	0000000	STOKES WELDING	194.44		07/16/20
		POLE SAW PARTS							
2180		12/20	AP	06/16/20	0000000	MENARDS-CEDAR FALLS	26.99		07/16/20
		IRRIGATION PARTS							
2189		12/20	AP	06/16/20	0000000	BENTON BUILDING CENTER	30.09		07/16/20
		TAPE MEASURES							
2189		12/20	AP	06/15/20	0000000	BENTON BUILDING CENTER	20.20		07/16/20
		GRAVEL MIX							
2180		12/20	AP	06/11/20	0000000	FASTENAL COMPANY	258.23		07/16/20
		DFCC 1/4							
2180		12/20	AP	06/11/20	0000000	FASTENAL COMPANY	44.39		07/16/20
		ALUM SLEEVE THMBL							
2185		12/20	AP	06/04/20	0134680	US BANK	2,509.88		07/08/20
		BOARDTRONICS				IRRIGATION SYSTEM PARTS			
		ACCOUNT TOTAL					3,347.35	.00	3,347.35
		FUND TOTAL					189,581.86	867.09	188,714.77

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS									
2189		12/20	AP	06/24/20	0000000	MENARDS-CEDAR FALLS	65.95		07/16/20
		BLADES-238 UTILITY TRUCK							
2189		12/20	AP	06/23/20	0000000	MENARDS-CEDAR FALLS	73.93		07/16/20
		RECIP BLADE,TAPE-UTILITY				TRUCK 238			
44		01/21	AP	07/06/20	0000000	O'DONNELL ACE HARDWARE	8.69		07/16/20
		EXTENSION CORD-UTIL.TRUCK							
					ACCOUNT TOTAL		148.57	.00	148.57
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2182		12/20	AP	06/30/20	0000000	THOMPSON SHOES	146.20		07/16/20
		SAFETY SHOES-S CRAWFORD				P.O. 56503			
					ACCOUNT TOTAL		146.20	.00	146.20
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
2189		12/20	AP	06/30/20	0000000	BENTON'S READY MIX CONCRETE,	1,547.00		07/16/20
		CONCRETE-PANEL REPLACEMNT				BLUEBELL			
2189		12/20	AP	06/30/20	0000000	BENTON'S READY MIX CONCRETE,	803.25		07/16/20
		CONCRETE-PANEL REPLACEMNT				BRIARWOOD			
2189		12/20	AP	06/29/20	0000000	SAM ANNIS & CO.	57.00		07/16/20
		PROPANE FOR PRO PATCHER							
2189		12/20	AP	06/27/20	0000000	ASPRO, INC.	278.08		07/16/20
		HOTMIX ASPHALT							
2180		12/20	AP	06/26/20	0000000	BUILDERS SELECT LLC	8.99		07/16/20
		SPADE BIT FOR RR TIES							
2180		12/20	AP	06/26/20	0000000	BUILDERS SELECT LLC	92.45		07/16/20
		RAILROAD TIES FOR				GREENWOOD			
2189		12/20	AP	06/25/20	0000000	STETSON BUILDING PRODUCTS LLC	65.12		07/16/20
		CONCRETE CURING COMPOUND							
2189		12/20	AP	06/24/20	0000000	BENTON'S READY MIX CONCRETE,	714.00		07/16/20
		CONCRETE-PANEL REPLACEMNT				4306 ORCHARD HILL			
2180		12/20	AP	06/18/20	0000000	BITUMINOUS MATERIALS & SUPPLY	1,470.17		07/16/20
		CRS-2 EMULSION							
2189		12/20	AP	06/18/20	0000000	STETSON BUILDING PRODUCTS LLC	160.09		07/16/20
		EROSION CONTROL FOR				VIKING PLACE			
2189		12/20	AP	06/15/20	0000000	BENTON BUILDING CENTER	74.84		07/16/20
		LUMBER FOR CONCRETE FORMS							
2189		12/20	AP	06/13/20	0000000	BMC AGGREGATES L.C.	78.44		07/16/20
		3" CLEAN ROCK							
44		01/21	AP	07/04/20	0000000	ASPRO, INC.	177.76		07/16/20
		HOT MIX ASPHALT							
44		01/21	AP	07/01/20	0000000	MENARDS-CEDAR FALLS	12.99		07/16/20
		REBAR TIES							
					ACCOUNT TOTAL		5,540.18	.00	5,540.18

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.93-01 EQUIPMENT / EQUIPMENT									
2189		12/20	AP	01/18/20	0000000	HIWAY TRUCK EQUIPMENT INC. HYDRAULICS #233	41,724.76		07/16/20
	PLOW, HOIST AND								
44		01/21	AP	07/01/20	0000000	CRITEX LLC	24,898.85		07/16/20
	MANHOLE REHAB EQUIP								
						ACCOUNT TOTAL	66,623.61	.00	66,623.61
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2189		12/20	AP	06/30/20	0000000	O'DONNELL ACE HARDWARE	11.68		07/16/20
	PAINT,BOLT								
2192		12/20	AP	06/30/20	0000000	ECHO GROUP, INC.	125.00		07/16/20
	ELECTRICAL PARTS								
2192		12/20	AP	06/26/20	0000000	ECHO GROUP, INC.	35.96		07/16/20
	ELECTRICAL PARTS								
2180		12/20	AP	06/22/20	0000000	ECHO GROUP, INC.	25.57		07/16/20
	ELECTRICAL PARTS								
2180		12/20	AP	06/22/20	0000000	MENARDS-CEDAR FALLS	12.31		07/16/20
	HARDWARE								
44		01/21	AP	07/08/20	0000000	O'DONNELL ACE HARDWARE	60.68		07/16/20
	HOSE AND NOZZLE								
44		01/21	AP	07/01/20	0000000	MENARDS-CEDAR FALLS	19.96		07/16/20
	ELECTRICAL PARTS								
						ACCOUNT TOTAL	291.16	.00	291.16
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
2180		12/20	AP	06/29/20	0000000	DIAMOND VOGEL PAINT - #64/#55	521.40		07/16/20
	TRAFFIC PAINT								
2180		12/20	AP	06/29/20	0000000	DIAMOND VOGEL PAINT - #64/#55	434.50		07/16/20
	TRAFFIC PAINT								
44		01/21	AP	07/08/20	0000000	DIAMOND VOGEL PAINT - #64/#55	1,275.35		07/16/20
	REFLECTIVE BEADS								
						ACCOUNT TOTAL	2,231.25	.00	2,231.25
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2192		12/20	AP	06/30/20	0000000	TRAFFIC CONTROL CORPORATION	2,500.00		07/16/20
	DETECTOR CARD								
2180		12/20	AP	06/24/20	0000000	DIAMOND VOGEL PAINT - #64/#55	737.50		07/16/20
	REFLECTIVE BEADS								
						ACCOUNT TOTAL	3,237.50	.00	3,237.50
						FUND TOTAL	78,218.47	.00	78,218.47

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2183		12/20	AP	06/23/20	0000000	STOREY KENWORTHY	35.74		07/16/20
		COPY PAPER							
						ACCOUNT TOTAL	35.74	.00	35.74
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	9.17		07/16/20
		#10 NON-WINDOW ENVELOPES							
						ACCOUNT TOTAL	9.17	.00	9.17
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
53		01/21	AP	07/06/20	0000000	MRI SOFTWARE LLC	1,770.00		07/16/20
		HAPPY SFTWR-ADD'L MODULES				CARES - 07/01/20-10/31/20			
PROJECT#:		022344							
						ACCOUNT TOTAL	1,770.00	.00	1,770.00
						FUND TOTAL	1,814.91	.00	1,814.91
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING									
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	2.86		07/16/20
		COPY PAPER							
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	2.86		07/16/20
		COPY PAPER							
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59		07/16/20
		#10 NON-WINDOW ENVELOPES							
						ACCOUNT TOTAL	10.31	.00	10.31
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2209		12/20	AP	06/30/20	0000000	IOWA NORTHLAND REGIONAL CO. O	704.50		07/16/20
		ENTITLEMENT AGENCY AWARD				JUNE-CV EXPENSES			
PROJECT#:		022351							
2209		12/20	AP	06/30/20	0000000	IOWA NORTHLAND REGIONAL CO. O	1,333.82		07/16/20
		ENTITLEMENT SEWER LINING				JUNE EXPENSES			
2209		12/20	AP	06/30/20	0000000	IOWA NORTHLAND REGIONAL CO. O	202.27		07/16/20
		ENTITLEMENT DB SIDEWALKS				JUNE EXPENSES			
2209		12/20	AP	06/30/20	0000000	IOWA NORTHLAND REGIONAL CO. O	2,500.42		07/16/20
		ENTITLEMENT PLAN REPORTS				JUNE-CV EXPENSES			
PROJECT#:		022351							

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES							continued		
2183		12/20	AP	05/29/20	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT PLAN REPORTS MAY-CV EXPENSES PROJECT#: 022351	1,999.58		07/16/20
2183		12/20	AP	05/29/20	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT DB SIDEWALKS MAY EXPENSES	790.02		07/16/20
2183		12/20	AP	05/29/20	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SEWER LINING MAY EXPENSES	679.97		07/16/20
2183		12/20	AP	05/29/20	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT AGENCY AWARD MAY EXPENSES	14.11		07/16/20
2183		12/20	AP	05/29/20	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT AGENCY AWARD MAY-CV EXPENSES PROJECT#: 022351	166.32		07/16/20
						ACCOUNT TOTAL	8,391.01	.00	8,391.01
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2209		12/20	AP	06/30/20	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SF REHAB TA JUNE EXPENSES	1,787.19		07/16/20
2183		12/20	AP	05/29/20	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SF REHAB TA MAY EXPENSES	689.07		07/16/20
						ACCOUNT TOTAL	2,476.26	.00	2,476.26
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM									
2209		12/20	AP	06/30/20	0000000	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT HOME REHAB JUNE EXPENSES	479.79		07/16/20
						ACCOUNT TOTAL	479.79	.00	479.79
						FUND TOTAL	11,357.37	.00	11,357.37
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
2184		12/20	AP	07/13/20	0000000	TERRACON CONSULTANTS, INC. 3185-2020 STREET CONST. MADISON ST THRU 7/4/20 PROJECT#: 023185	113.10		07/16/20
2184		12/20	AP	07/02/20	0000000	PETERSON CONTRACTORS 3185-2020 STREET CONST. PROJECT#: 023185	469,426.84		07/16/20
2184		12/20	AP	06/29/20	0000000	TERRACON CONSULTANTS, INC. 3185-2020 STREET CONST. MADISON ST THRU 6/20/20 PROJECT#: 023185	951.29		07/16/20
						ACCOUNT TOTAL	470,491.23	.00	470,491.23

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.92-91 STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION									
2184		12/20	AP	07/03/20	0000000	PETERSON CONTRACTORS 3196-12TH ST.RECONSTRUCT. PROJECT#: 023196	132,801.83		07/16/20
						ACCOUNT TOTAL	132,801.83	.00	132,801.83
						FUND TOTAL	603,293.06	.00	603,293.06
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2193		12/20	AP	06/30/20	0000000	STOREY KENWORTHY CLIP DISPENSERS	.93		07/16/20
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY COPY PAPER	11.44		07/16/20
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY ENVELOPES,LEGAL PADS, POST ITS, JR LGL PADS	10.02		07/16/20
2185		12/20	AP	06/17/20	0134680	US BANK CASEYS GEN STORE 3045 WATER	7.98		07/08/20
2185		12/20	AP	06/12/20	0134680	US BANK B&H PHOTO 800-606-6969 MONITOR HEADPHONES	238.65		07/08/20
2185		12/20	AP	06/10/20	0134680	US BANK AMAZON.COM*MY0301QA0 SDXC UHS-II/U3 CARDS	172.22		07/08/20
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY COPY PAPER	11.44		07/16/20
2185		12/20	AP	06/04/20	0134680	US BANK AMZN MKTP US*MY1HB0OV2 CONNECTORS,DB25 WITH CASE	114.91		07/08/20
2185		12/20	AP	06/04/20	0134680	US BANK AMZN MKTP US*MY41G5AR0 CABLE CORD,POWER SOCKET	36.98		07/08/20
2185		12/20	AP	06/02/20	0134680	US BANK AMAZON.COM*M78II3RV2 AMZN RELEASABLE CABLE TIES	19.94		07/08/20
2185		12/20	AP	05/29/20	0134680	US BANK AMAZON.COM*M74ST5Y11 AMZN FACE MASKS PROJECT#: 012020	77.79		07/08/20
2185		12/20	AP	05/29/20	0134680	US BANK AMZN MKTP US*M71V08U80 LED FLASHLIGHTS	17.98		07/08/20
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC. #10 NON-WINDOW ENVELOPES	4.59		07/16/20
						ACCOUNT TOTAL	724.87	.00	724.87
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
2185		12/20	AP	06/11/20	0134680	US BANK AMZN MKTP US*MY6BJ2SB0 LENS CLEANER	33.54		07/08/20
2185		12/20	AP	06/10/20	0134680	US BANK DKC*DIGI KEY CORP CONN PLUG	37.26		07/08/20
2185		12/20	AP	05/29/20	0134680	US BANK	89.10		07/08/20

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND									
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued			
					B&H PHOTO 800-606-6969	BATTERY CHARGING HUB			
					ACCOUNT TOTAL		159.90	.00	159.90
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2185		12/20	AP	06/18/20	0134680	US BANK	38.52		07/08/20
					CASEYS PIZZA 3045	MEALS:CREW JV/V BASEBALL			
					ACCOUNT TOTAL		38.52	.00	38.52
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2185		12/20	AP	05/28/20	0134680	US BANK	630.91		07/08/20
					B&H PHOTO 800-606-6969	SPIDER HC1 ATA HARD CASE			
2185		12/20	AP	05/21/20	0134680	US BANK	404.99		07/08/20
					B&H PHOTO 800-606-6969	FIELD MONITOR,SCOPES,			
					ACCOUNT TOTAL		1,035.90	.00	1,035.90
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
2185		12/20	AP	06/22/20	0134680	US BANK	128.27		07/08/20
					DROPBOX*HLCHJKC2BHP6	DROPBOX PLUS 6/21-6/21/21			
					ACCOUNT TOTAL		128.27	.00	128.27
254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2185		12/20	AP	06/17/20	0134680	US BANK	2,549.99		07/08/20
					NEWEGG INC	CABLE TV LAPTOP ASO5656			
2185		12/20	AP	06/09/20	0134680	US BANK	299.99		07/08/20
					AMAZON.COM*MY8ND7HU0	SMART TV			
2185		12/20	AP	06/08/20	0134680	US BANK	229.99		07/08/20
					AMAZON.COM*MY1JI25X1	SMART ROKU LED TV			
2185		12/20	AP	05/29/20	0134680	US BANK	630.91		07/08/20
					B&H PHOTO 800-606-6969	SPIDER HC1 ATA HARD CASE			
2185		12/20	AP	05/22/20	0134680	US BANK	204.00		07/08/20
					BIGTIMECLOCKS	COUNTDOWN/COUNT UP CLOCK			
27		01/21	AP	07/07/20	0000000	CLARK WIRE & CABLE, INC.	4,273.34		07/16/20
					FIBER CABLES				
					ACCOUNT TOTAL		8,188.22	.00	8,188.22
					FUND TOTAL		10,275.68	.00	10,275.68

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2193		12/20	AP	06/30/20	0000000	STOREY KENWORTHY	.77		07/16/20
	CLIP DISPENSERS								
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	8.58		07/16/20
	COPY PAPER								
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	8.25		07/16/20
	ENVELOPES,LEGAL PADS,					POST ITS, JR LGL PADS			
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	8.58		07/16/20
	COPY PAPER								
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	11.47		07/16/20
	#10 NON-WINDOW ENVELOPES								
						ACCOUNT TOTAL	37.65	.00	37.65
258-5531-435.93-01 EQUIPMENT / EQUIPMENT									
2193		12/20	AP	02/24/20	0000000	IPS GROUP, INC	3,700.00		07/16/20
	PRKNG PAY STATIONS-INSTAL					INSTALLATION OF 7			
PROJECT#:	062521								
						ACCOUNT TOTAL	3,700.00	.00	3,700.00
						FUND TOTAL	3,737.65	.00	3,737.65
FUND 261 TOURISM & VISITORS									
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2206		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	30.40		07/16/20
	ENVELOPES/CORRECTION TAPE					HIGHLIGHTERS			
						ACCOUNT TOTAL	30.40	.00	30.40
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2185		12/20	AP	05/28/20	0134680	US BANK	1.67		07/08/20
	WM SUPERCENTER #753					SPRAY BOTTLE			
						ACCOUNT TOTAL	1.67	.00	1.67
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
2206		12/20	AP	06/25/20	0000000	PROFESSIONAL OFFICE SERVICES	281.04		07/16/20
	MAIL 279 VG-JOINT W/WLOO					MAY 29-JUN 9 LEADS			
PROJECT#:	032432								
						ACCOUNT TOTAL	281.04	.00	281.04
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS									

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS						continued			
2206		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	26.16		07/16/20
		3 REAMS 8 1/2 X 11				FOR BROCHURES			
						ACCOUNT TOTAL	26.16	.00	26.16
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN									
2206		12/20	AP	07/01/20	0000000	SPINUTECH WEB DESIGN, INC.	1,885.00		07/16/20
		WEBSITE IMPROVEMENTS				MAY 6-JUNE 18, 2020			
						ACCOUNT TOTAL	1,885.00	.00	1,885.00
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS									
2206		12/20	AP	06/30/20	0000000	DICK COLE PRODUCTIONS	539.50		07/16/20
		1,575 COMPUTER STRIP				CALENDARS			
2185		12/20	AP	06/03/20	0134680	US BANK		6.82	07/08/20
		4IMPRINT				CREDIT FOR NOTEBOOK			
2185		12/20	AP	06/03/20	0134680	US BANK		11.06	07/08/20
		4IMPRINT				CREDIT FOR 3 TRAVEL KITS			
2185		12/20	AP	06/03/20	0134680	US BANK	900.00		07/08/20
		4IMPRINT				248 MOLESKINE CAHIER			
2185		12/20	AP	06/03/20	0134680	US BANK	.22		07/08/20
		4IMPRINT				248 MOLESKINE CAHIER			
2185		12/20	AP	06/03/20	0134680	US BANK	800.00		07/08/20
		4IMPRINT				248 MOLESKINE CAHIER RULE			
						ACCOUNT TOTAL	2,239.72	17.88	2,221.84
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
2206		12/20	AP	07/05/20	0000000	INSPIRE(D) MEDIA LLC	368.00		07/16/20
		SUMMER/FALL ISSUE							
2206		12/20	AP	06/30/20	0000000	IOWA PUBLIC RADIO, INC.	820.80		07/16/20
		JUNE AIRED SPOTS-SWITCHED				TO A GENERAL CF MESSAGE			
						ACCOUNT TOTAL	1,188.80	.00	1,188.80
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
2206		12/20	AP	06/30/20	0000000	GROUT MUSEUM DISTRICT	3.70		07/16/20
		GIFT SHOP SALES				JAN-JUN2020			
2206		12/20	AP	06/30/20	0000000	KENYON, JAMES	12.80		07/16/20
		GIFT SHOP ITEMS SOLD				BETWEEN JAN-JUN2020			
2206		12/20	AP	06/30/20	0000000	DOLGENER, ALICE	56.25		07/16/20
		GIFT SHOP ITEMS SOLD				BETWEEN JAN-JUN2020			
2206		12/20	AP	06/30/20	0000000	FITKIN POPCORN COMPANY	12.10		07/16/20
		GIFT SHOP ITEMS SOLD				BETWEEN JAN-JUN2020			
2206		12/20	AP	06/30/20	0000000	O'SHIELDS, DAVID	12.50		07/16/20

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP							continued		
		GIFT SHOP ITEMS SOLD				BETWEEN JAN-JUN2020			
2206		12/20	AP	06/03/20	0000000	FRIENDS OF SARTORI HOSPITAL	13.50		07/16/20
		GIFT SHOP SALES				JAN-JUN 2020			
2185		12/20	AP	05/28/20	0134680	US BANK	11.20		07/08/20
		WM SUPERCENTER #753				SODA FOR GIFT SHOP			
56		01/21	AP	07/07/20	0000000	DOLGENER, ALICE	99.75		07/16/20
		PURCHASED MAGNETS & CARDS				FOR GIFTSHOP			
				ACCOUNT TOTAL			221.80	.00	221.80
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2185		12/20	AP	05/28/20	0134680	US BANK	55.08		07/08/20
		WM SUPERCENTER #753				PLANTS FOR PATIO POTS			
				ACCOUNT TOTAL			55.08	.00	55.08
261-2291-423.93-01 EQUIPMENT / EQUIPMENT									
2206		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	11.99		07/16/20
		CALCULATOR							
				ACCOUNT TOTAL			11.99	.00	11.99
				FUND TOTAL			5,941.66	17.88	5,923.78
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2186		12/20	AP	06/19/20	0134680	US BANK	9.15		07/08/20
		AMAZON.COM*MS6883LW2 AMZN				PURELL 8 OZ BOTTLES X4			
	PROJECT#:	012020							
2186		12/20	AP	06/19/20	0134680	US BANK	47.56		07/08/20
		AMAZON.COM*MS7SB8LR2				PURELL 1 LITER BOTTLES X4			
	PROJECT#:	012020							
				ACCOUNT TOTAL			56.71	.00	56.71
				FUND TOTAL			56.71	.00	56.71
FUND 291 POLICE FORFEITURE FUND									
291-5521-415.89-41 MISCELLANEOUS SERVICES / POLICE EQUIPMENT									
2205		12/20	AP	03/30/20	0000000	MIDWEST DEFENSE SOLUTIONS, LL	367.50		07/16/20
		1 BALLISTIC VEST				50% REIMBURSED BY GRANT			
				ACCOUNT TOTAL			367.50	.00	367.50

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 291 POLICE FORFEITURE FUND									
						FUND TOTAL	367.50	.00	367.50
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									
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2207		12/20	AP	06/30/20	0000000	INVISION ARCHITECTURE DESIGN	2,835.69		07/16/20
		LOCKER ROOM UPGRADE							
						ACCOUNT TOTAL	2,835.69	.00	2,835.69
						FUND TOTAL	2,835.69	.00	2,835.69
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 430 2004 TIF BOND									
FUND 430 2004 TIF BOND									
430-1220-431.97-82 TIF BOND PROJECTS / STREETSCAPE MAINTENANCE									
2184		12/20	AP	07/08/20	0000000	CUNNINGHAM CONSTRUCTION CO.,	128,668.53		07/16/20
		3180-DOWNTOWN STREETSCAPE							
		PROJECT#: 023180							
2183		12/20	AP	06/30/20	0000000	CEDAR FALLS UTILITIES LIGHTING INSTALLATION	332,531.06		07/16/20
		3180-DOWNTOWN STREETSCAPE							
		PROJECT#: 023180							
						ACCOUNT TOTAL	461,199.59	.00	461,199.59
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES									
2183		12/20	AP	06/23/20	0000000	AHLERS AND COONEY, P.C. 06/08/20	61.00		07/16/20
		LGL:HWY.58 CORR.URB.RENEW							
2183		12/20	AP	06/23/20	0000000	AHLERS AND COONEY, P.C. 05/26/20-06/10/20	2,782.00		07/16/20
		LGL:AMEND #3 RIVER PLACE							
						ACCOUNT TOTAL	2,843.00	.00	2,843.00
						FUND TOTAL	464,042.59	.00	464,042.59

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
436-1220-431.98-26						CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT			
2184		12/20	AP	06/30/20	0000000	IOWA BRIDGE & CULVERT, LC	213,400.42		07/16/20
		1975-DOWNTN.LEVEE IMPROV.							
PROJECT#:		021975							
						ACCOUNT TOTAL	213,400.42	.00	213,400.42
						FUND TOTAL	213,400.42	.00	213,400.42
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431.98-23						CAPITAL PROJECTS / GREENHILL RD & S MAIN INT			
2184		12/20	AP	06/18/20	0000000	SHIVE-HATTERY	15,476.69		07/16/20
		3228-GREENHILL/S MAIN INT				SERVICES THRU 06/12/20			
PROJECT#:		023228							
						ACCOUNT TOTAL	15,476.69	.00	15,476.69
						FUND TOTAL	15,476.69	.00	15,476.69
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.98-40						CAPITAL PROJECTS / PUBLIC SAFETY BUILDING			
2183		12/20	AP	06/30/20	0000000	PETERS CONSTRUCTION CORP.	50,748.00		07/16/20
		3069-PUBLIC SAFETY BLDG.							
PROJECT#:		023069							
						ACCOUNT TOTAL	50,748.00	.00	50,748.00
443-1220-431.98-78						CAPITAL PROJECTS / ISLAND PARK MASTER PLAN			
2211		12/20	AP	06/25/20	0000000	SNYDER & ASSOCIATES, INC.	5,918.85		07/16/20
		3233-ISLAND PARK MASTER				SERVICES THRU 5/31/20			
PROJECT#:		023233							
						ACCOUNT TOTAL	5,918.85	.00	5,918.85
						FUND TOTAL	56,666.85	.00	56,666.85

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES									
2209		12/20	AP	05/08/20	0000000	LINDERBAUM REAL ESTATE, LLC	3,755.31		07/16/20
		1ST ANNUAL REBATE PAYMENT				115 E 2ND ST			
						ACCOUNT TOTAL	3,755.31	.00	3,755.31
						FUND TOTAL	3,755.31	.00	3,755.31
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
541-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2184		12/20	AP	07/03/20	0000000	BENTON'S SAND & GRAVEL, INC.	19,396.34		07/16/20
		3225-2020 PERMEABLE ALLEY							
	PROJECT#:	023225							
						ACCOUNT TOTAL	19,396.34	.00	19,396.34
						FUND TOTAL	19,396.34	.00	19,396.34
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2189		12/20	AP	06/16/20	0000000	STOREY KENWORTHY	11.55		07/16/20
		CLIPS AND POST ITS							
						ACCOUNT TOTAL	11.55	.00	11.55
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
2205		12/20	AP	07/02/20	0000000	WATERLOO, CITY OF	194.00		07/16/20
		DEER DISPOSAL;6/1-6/30/20							
						ACCOUNT TOTAL	194.00	.00	194.00
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2189		12/20	AP	06/23/20	0000000	STOREY KENWORTHY	62.21		07/16/20
		PAPER,CALCULATOR							

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							continued		
2189		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	13.60		07/16/20
	CREDIT CARD PAPER-TRANSFR								
						ACCOUNT TOTAL	75.81	.00	75.81
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
2180		12/20	AP	06/26/20	0000000	O'DONNELL ACE HARDWARE	6.99		07/16/20
	DRILL BIT								
						ACCOUNT TOTAL	6.99	.00	6.99
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
2180		12/20	AP	06/29/20	0000000	O'DONNELL ACE HARDWARE	45.98		07/16/20
	WEED KILLER FOR TRANSFER								
2192		12/20	AP	06/29/20	0000000	FASTENAL COMPANY	81.50		07/16/20
	TAPCON FOR A PROJECT								
						ACCOUNT TOTAL	127.48	.00	127.48
551-6685-436.81-12 PROFESSIONAL SERVICES / COMPUTER SERVICES									
27		01/21	AP	07/01/20	0000000	CAROLINA SOFTWARE, INC.	2,000.00		07/16/20
	SOFTWARE ANNUAL SUPPORT WASTEWORKS 7/1/20-6/30/21								
						ACCOUNT TOTAL	2,000.00	.00	2,000.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
2180		12/20	AP	06/24/20	0000000	MIDWEST ELECTRONIC RECOVERY	1,942.40		07/16/20
	COMPUTER RECYCLING								
2180		12/20	AP	06/20/20	0000000	LIBERTY TIRE RECYCLING, LLC	1,193.51		07/16/20
	SCRAP TIRE RECYCLING								
2192		12/20	AP	06/18/20	0000000	T & W GRINDING	17,500.00		07/16/20
	COMPOST GRINDING CONTRACT								
44		01/21	AP	07/02/20	0000000	MIDWEST ELECTRONIC RECOVERY	619.50		07/16/20
	ELECTRONIC RECYCLING								
44		01/21	AP	07/02/20	0000000	WEIKERT IRON AND METAL	3,360.00		07/16/20
	APPLIANCE RECYCLING								
						ACCOUNT TOTAL	24,615.41	.00	24,615.41
						FUND TOTAL	27,031.24	.00	27,031.24

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS									
2196		12/20	AP	06/30/20	0000000	GRAINGER PARTS IMPACT WRENCH	249.00		07/16/20
						ACCOUNT TOTAL	249.00	.00	249.00
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
2189		12/20	AP	06/25/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-BOX OUTS IRIS DR	423.00		07/16/20
						ACCOUNT TOTAL	423.00	.00	423.00
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL									
2196		12/20	AP	06/18/20	0000000	CAMPBELL SUPPLY WATERLOO ONE CALL PAINT	36.60		07/16/20
						ACCOUNT TOTAL	36.60	.00	36.60
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
2196		12/20	AP	06/29/20	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	15.51		07/16/20
2196		12/20	AP	06/29/20	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	46.53		07/16/20
2196		12/20	AP	06/24/20	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	31.32		07/16/20
2196		12/20	AP	06/22/20	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	298.53		07/16/20
45		01/21	AP	07/01/20	0000000	ENVIRONMENTAL RESOURCE ASSOCI QC SAMPLES LAB	381.52		07/16/20
						ACCOUNT TOTAL	773.41	.00	773.41
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2196		12/20	AP	06/25/20	0000000	CINTAS FIRST AID & SAFETY 1ST AID SUPPLIES	49.81		07/16/20
2196		12/20	AP	06/23/20	0000000	CRESCENT ELECTRIC ELEC SUPPLIES FINAL	19.05		07/16/20
2196		12/20	AP	06/23/20	0000000	CRESCENT ELECTRIC ELEC SUPPLIES CONDUIT	8.61		07/16/20
2196		12/20	AP	06/23/20	0000000	MELLEN & ASSOCIATES, INC. VALVE FINAL #1	2,287.04		07/16/20
2196		12/20	AP	06/19/20	0000000	CRESCENT ELECTRIC ELEC SUPPLIES	9.07		07/16/20
2196		12/20	AP	06/17/20	0000000	CRESCENT ELECTRIC ELEC SUPPLIES	31.34		07/16/20
2196		12/20	AP	06/16/20	0000000	CONTINENTAL RESEARCH CORP.	1,684.92		07/16/20

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
						ODOR CONTROL SOLV			
2196		12/20	AP	06/16/20	0000000	GRAINGER PARTS	23.88		07/16/20
						CONNECTORS			
2196		12/20	AP	06/15/20	0000000	CRESCENT ELECTRIC	37.75		07/16/20
						ELEC SUPPLIES FINAL			
2196		12/20	AP	06/15/20	0000000	CRESCENT ELECTRIC	466.87		07/16/20
						ELEC SUPPLIES FINAL			
2196		12/20	AP	06/12/20	0000000	CRESCENT ELECTRIC	136.87		07/16/20
						ELEC SUPPLIES			
2196		12/20	AP	06/12/20	0000000	GRAINGER PARTS	57.18		07/16/20
						ELEC SUPPLIES			
2196		12/20	AP	06/11/20	0000000	CRESCENT ELECTRIC	46.79		07/16/20
						ELEC SUPPLIES			
2185		12/20	AP	06/05/20	0134680	US BANK	57.83		07/08/20
						MOUSER ELECTRONICS INC VFD FANS			
2185		12/20	AP	05/25/20	0134680	US BANK	46.14		07/08/20
						O DONNELL ACE HARDWARE INSECT SPRAY			
45		01/21	AP	07/09/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	124.95		07/16/20
						TIMER HEAT EXCH			
45		01/21	AP	07/06/20	0000000	FARNSWORTH ELECTRONICS,INC.	285.00		07/16/20
						WIRE FINAL LS			
						ACCOUNT TOTAL	5,373.10	.00	5,373.10
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2185		12/20	AP	05/28/20	0134680	US BANK	43.02		07/08/20
						MENARDS CEDAR FALLS IA TOWEL HOLDER			
						ACCOUNT TOTAL	43.02	.00	43.02
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
2196		12/20	AP	06/29/20	0000000	CITY LAUNDERING CO.	38.75		07/16/20
						RUGS			
						ACCOUNT TOTAL	38.75	.00	38.75
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
2196		12/20	AP	06/24/20	0000000	TESTAMERICA LABORATORIES, INC	1,284.50		07/16/20
						LAB TEST			
						ACCOUNT TOTAL	1,284.50	.00	1,284.50
552-6665-436.93-01 EQUIPMENT / EQUIPMENT									
44		01/21	AP	07/01/20	0000000	STIVERS FORD, INC.	29,878.00		07/16/20
						TRUCK 402-WASTEWATER SUPR PWTAG PW03216			

GROUP NBR	PO NBR	ACCTG PER.	TRANSACTION CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE / POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.93-01 EQUIPMENT / EQUIPMENT						continued			
						ACCOUNT TOTAL	29,878.00	.00	29,878.00
						FUND TOTAL	38,099.38	.00	38,099.38
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-2230-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	.73		07/16/20
		BATTERIES							
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	1.60		07/16/20
		BINDERS,DIVIDERS,PKG.TAPE							
2184		12/20	AP	06/11/20	0000000	STOREY KENWORTHY	3.58		07/16/20
		COPY PAPER							
2184		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	.65		07/16/20
		PENS, BATTERIES							
						ACCOUNT TOTAL	6.56	.00	6.56
555-2230-432.73-34 OTHER SUPPLIES / STORM SEWERS									
2189		12/20	AP	06/30/20	0000000	BENTON'S READY MIX CONCRETE,	476.00		07/16/20
		CONCRETE-CATCH BASIN				CLARK DRIVE			
2189		12/20	AP	06/26/20	0000000	BENTON'S READY MIX CONCRETE,	241.50		07/16/20
		CONCRETE-CATCH BASIN FLR				CLARK DRIVE			
2189		12/20	AP	06/24/20	0000000	BENTON'S READY MIX CONCRETE,	281.75		07/16/20
		CONCRETE-CATCH BASIN BOX				1422 CLARK			
						ACCOUNT TOTAL	999.25	.00	999.25
555-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2184		12/20	AP	07/05/20	0000000	ROBINSON ENGINEERING COMPANY	8,486.86		07/16/20
		3232-BLACK HAWK SUBWTRSHD				ASSESSMENT-THRU 06/30/20			
PROJECT#:		023232							
						ACCOUNT TOTAL	8,486.86	.00	8,486.86
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59		07/16/20
		#10 NON-WINDOW ENVELOPES							
						ACCOUNT TOTAL	4.59	.00	4.59
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 555 STORM WATER UTILITY									
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.						continued			
54		01/21	AP	07/09/20	0000000	FRIENDS OF HARTMAN RESERVE	1,626.57		07/16/20
		IA DNR MS-4 STRMWTR MAND.				EDUCATION INITIATIVE 1OF3			
		ACCOUNT TOTAL					1,626.57	.00	1,626.57
		FUND TOTAL					11,123.83	.00	11,123.83
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2182		12/20	AP	06/25/20	0000000	STOREY KENWORTHY	4.29		07/16/20
		COPY PAPER							
2182		12/20	AP	06/25/20	0000000	OFFICE DEPOT	301.89		07/16/20
		TONER-WATER REC							
2182		12/20	AP	06/24/20	0000000	OFFICE DEPOT	224.61		07/16/20
		TONER-WATER REC							
2185		12/20	AP	06/09/20	0134680	US BANK	86.99		07/08/20
		AMAZON.COM*MY7828182				CARD STOCK PAPER-ANGIE			
2182		12/20	AP	06/09/20	0000000	STOREY KENWORTHY	4.29		07/16/20
		COPY PAPER							
2185		12/20	AP	05/28/20	0134680	US BANK	19.52		07/08/20
		WAL-MART #0753				USB EXTENSIONS			
27		01/21	AP	07/10/20	0000000	PARKADE PRINTER, INC.	4.59		07/16/20
		#10 NON-WINDOW ENVELOPES							
27		01/21	AP	07/08/20	0000000	OFFICE DEPOT	134.00		07/16/20
		HP 64A TONER							
		ACCOUNT TOTAL					780.18	.00	780.18
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2185		12/20	AP	06/10/20	0134680	US BANK	99.00		07/08/20
		STK*BIGSTOCKPHOTO.COM				ONLINE IMAGE SUBSCRIPTION			
2185		12/20	AP	06/10/20	0134680	US BANK	20.49		07/08/20
		AMAZON.COM*MY3N28VK2				AAA BATTERIES			
		ACCOUNT TOTAL					119.49	.00	119.49
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT									
2185		12/20	AP	06/11/20	0134680	US BANK		330.72	07/08/20
		ISSUU				CREDIT CURRENTS PDF SUBSC			
2185		12/20	AP	06/11/20	0134680	US BANK	312.00		07/08/20
		ISSUU				CURRENTS PDF SUBSC.			
2185		12/20	AP	06/08/20	0134680	US BANK	330.72		07/08/20
		ISSUU				ANNUAL CURRENTS PDF SUBSC			
27		01/21	AP	07/07/20	0000000	CARLSON SOFTWARE, INC.	650.00		07/16/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT							continued		
						GIS SURVEY SFTWR UPGRADE			
	27	01/21	AP	07/01/20	0000000	CIVICPLUS	13,051.89		07/16/20
						ANN.WEBSITE HOST,SUPPORT, MOBILE APP.7/1/20-6/30/21			
						ACCOUNT TOTAL	14,344.61	330.72	14,013.89
606-1078-441.81-42 PROFESSIONAL SERVICES / CJIS OPERATION									
	27	01/21	AP	07/13/20	0000000	BLACK HAWK CO.CJIS	10,841.62		07/16/20
						FY'21 1ST 1/2 OPERATE EXP			
	27	01/21	AP	07/13/20	0000000	BLACK HAWK CO.CJIS	3,316.76		07/16/20
						FY'21 1ST 1/2 EQUIPMENT			
						ACCOUNT TOTAL	14,158.38	.00	14,158.38
606-1078-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2185		12/20	AP	05/25/20	0134680	US BANK	12.83		07/08/20
						UDEMY ONLINE COURSES WEB TRAINING IIS COURSE			
						ACCOUNT TOTAL	12.83	.00	12.83
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2185		12/20	AP	06/11/20	0134680	US BANK	40.74		07/08/20
						AMAZON.COM*MY1GB2R31 COMPACT POWER SUPPLY			
2185		12/20	AP	06/08/20	0134680	US BANK	57.57		07/08/20
						AMAZON.COM*MY0NK95M0 AMZN SCANNER ROLLER KIT			
	27	01/21	AP	07/07/20	0000000	PASTPERFECT SOFTWARE, INC.	540.00		07/16/20
						ANNUAL PASTPERFECT MAINT 8/28/20-8/28/21			
						ACCOUNT TOTAL	638.31	.00	638.31
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
2185		12/20	AP	05/25/20	0134680	US BANK	415.26		07/08/20
						ZOOM.US ZOOM LICENSES			
2185		12/20	AP	05/22/20	0134680	US BANK	423.72		07/08/20
						ANIMOTO INC ANIMOTO YRLY SUBSCRIPTION			
2185		12/20	AP	05/21/20	0134680	US BANK	127.98		07/08/20
						DNH*GODADDY.COM GIS CERTIFICATE RENEWAL			
						ACCOUNT TOTAL	966.96	.00	966.96
						FUND TOTAL	31,020.76	330.72	30,690.04

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
2182		12/20	AP	06/30/20	0000000	UNITED STATES TREASURY	997.42		07/16/20
		PCORI FEES-HEALTH PLAN'19				2ND QUARTER			
						ACCOUNT TOTAL	997.42	.00	997.42
						FUND TOTAL	997.42	.00	997.42
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
2180		12/20	AP	06/25/20	0000000	CONSOLIDATED ENERGY COMPANY	518.01		07/16/20
		GASOHOL AT GREENWOOD				CEMETERY			
2189		12/20	AP	06/23/20	0000000	AIRGAS USA, LLC	314.76		07/16/20
		CUTTING GAS							
						ACCOUNT TOTAL	832.77	.00	832.77
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
2189		12/20	AP	04/17/20	0000000	AIKEY AUTO SALVAGE	50.00		07/16/20
		FD521 ECU							
						ACCOUNT TOTAL	50.00	.00	50.00
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
2189		12/20	AP	06/30/20	0000000	PRECISE MRM LLC	320.00		07/16/20
		DATA CHARGES AVL							
44		01/21	AP	07/01/20	0000000	RADIO COMMUNICATIONS CO.,INC.	2,000.00		07/16/20
		800 RADIO SERVICE							
						ACCOUNT TOTAL	2,320.00	.00	2,320.00
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
44		01/21	AP	07/02/20	0000000	CITY LAUNDERING CO.	35.00		07/16/20
		SHOP TOWELS							
						ACCOUNT TOTAL	35.00	.00	35.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
2192		12/20	AP	06/26/20	0000000	RASMUSSON CO., THE	125.00		07/16/20
		#2137 TOWED							
2192		12/20	AP	06/05/20	0000000	HARRISON TRUCK CENTERS, INC.	2,451.28		07/16/20
		ENGINE CONTROLLER #372							

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY							continued			
2192		12/20	AP	04/11/20	0000000	ALTORFER INC.	221.10			07/16/20
		#2181 ECU PROGRAMMING								
						ACCOUNT TOTAL	2,797.38	.00	2,797.38	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
2192		12/20	AP	06/30/20	0000000	STIVERS FORD, INC.	28,783.00			07/16/20
		ENGINEERING SURVEY TRUCK				#114				
44		01/21	AP	07/08/20	0000000	OUTDOOR & MORE	12,899.00			07/16/20
		SPRAYER/SPREADER # 2117				VMTAG VM00611				
44		01/21	AP	07/08/20	0000000	OUTDOOR & MORE	8,399.20			07/16/20
		52" RIGHT AWAY MOWER				#2130M VMTAG VM00612				
						ACCOUNT TOTAL	50,081.20	.00	50,081.20	
						FUND TOTAL	56,116.35	.00	56,116.35	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
2193		12/20	AP	07/01/20	0000000	REDFERN,MASON,LARSEN & MOORE,	4,049.50			07/16/20
		LGL:W/C D DOUGLAS				6/1/20-6/29/20				
						ACCOUNT TOTAL	4,049.50	.00	4,049.50	
						FUND TOTAL	4,049.50	.00	4,049.50	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
2193		12/20	AP	07/07/20	0000000	SWISHER & COHRT, P.L.C.	177.10			07/16/20
		LIAB:HANIAN				6/11/20-6/25/20				
2193		12/20	AP	07/07/20	0000000	SWISHER & COHRT, P.L.C.	294.00			07/16/20
		LIAB:SULENTIC				6/9/20-6/30/20				
2193		12/20	AP	07/01/20	0000000	REDFERN,MASON,LARSEN & MOORE,	75.00			07/16/20
		LIAB:J BALIK				6/22/20-6/29/20				
2182		12/20	AP	06/23/20	0000000	AHLERS AND COONEY, P.C.	2,251.50			07/16/20
		LIAB:FIRE FIGHTERS #1366				05/26/20-06/19/20				
2182		12/20	AP	06/22/20	0000000	FRIEDEMANN GOLDBERG LLP	571.25			07/16/20
		LGL:J BALIK				5/4/20-6/11/20				
						ACCOUNT TOTAL	3,368.85	.00	3,368.85	

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION---- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 689 LIABILITY INSURANCE FUND										
						FUND TOTAL	3,368.85	.00	3,368.85	
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	1,852,026.09	1,215.69	1,850,810.40	