



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**CITY COUNCIL MEETING**  
**MONDAY, MAY 06, 2024**  
**7:00 PM AT CITY HALL, 220 CLAY STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Pledge of Allegiance**

**Approval of Minutes**

1. Approval of the minutes of the Regular City Council meeting of April 15, 2024.

**Agenda Revisions**

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

**Staff Updates**

**Special Order of Business**

2. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Alley Reconstruction Project.
  - a) Receive and file proof of publication of notice of hearing. (Notice published 04/23/2024)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 Alley Reconstruction Project.
3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Sidewalk Assessment Project - Zone 6.
  - a) Receive and file proof of publication of notice of hearing. (Notice published 04/23/2024)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 Sidewalk Assessment Project - Zone 6.
4. Public hearing on the proposed amendments to the City's FY2024 Budget.

- a) Receive and file proof of publication of notice of hearing. (Notice published 04/18/24)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting amendments to the City's FY2024 Budget.
5. Hearing on a proposed resolution adopting and levying the final schedule of assessments for the 2023 Sidewalk Assessment Project – Zone 1.
- a) Staff comments.
  - b) Respondent comments.
  - c) Resolution adopting and levying the final schedule of assessments for the 2023 Sidewalk Assessment Project - Zone 1.

**Old Business**

- 6. Pass Ordinance #3054, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Art and Culture Center and Board, upon its third & final consideration.
- 7. Pass Ordinance #3055, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Visitors and Tourism Board, upon its third & final consideration.
- 8. Pass Ordinance #3056, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions and Department of Community Development, upon its third & final consideration.
- 9. Pass Ordinance #3057, amending Chapter 2, Administration, of the Code of Ordinances relative to Department of Community Development, upon its third & final consideration.
- 10. Pass Ordinance #3058, amending Chapter 2, Administration, of the Code of Ordinances relative to Compensation, of Division 6, Utilities Board of Trustees, upon its second consideration.

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

- 11. Receive and file the City Council Standing Committee minutes of April 15, 2024 relative to the following item:
  - a) Discussion on Regular Council Meetings to be held on Tuesdays.
- 12. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Elyse Platt, Bicycle and Pedestrian Commission, term ending 09/30/27.
  - b) Gretchen Harken, Bicycle and Pedestrian Commission, term ending 09/30/28.
  - c) Cindy Wiles, Board of Rental Housing Appeals, term ending 05/01/2028.
  - d) Eryn Hamann, Human Rights Commission, term ending 07/01/2025.
  - e) MaraBeth Soneson, Utilities Board of Trustees, term ending 08/31/2030.
- 13. Receive and file Departmental Quarterly Reports of January - March 2024.
- 14. Receive and file communication from the Civil Service Commission relative to the following certified list:
  - a) Fitness Coordinator.
- 15. Receive and file the Bi-Annual Report of Community Main Street relative to FY24 Self-Supported Municipal Improvement District (SSMID) funds and an FY24 Economic Development Grant.

16. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
- a) Casey's #1887, 2425 Center Street.
  - b) Casey's #2630, 5226 University Avenue.
  - c) Casey's #2865, 5908 Nordic Drive.
  - d) Casey's #3045, 601 Main Street.
  - e) Casey's #3610, 1225 Fountains Way.
  - f) Hansen's Dairy, 123 East 18th Street.
  - g) Happy's Wine & Spirits, 5925 University Avenue, Suite 5.
  - h) Hy-Vee Fast and Fresh, 6527 University Avenue.
  - i) Hy-Vee Food Store, 6301 University Avenue.
  - j) Metro Mart #3, 103 Franklin Street.
  - k) The Landmark, 107 Main Street.
  - l) Up In Smoke, 2218 College Street.
17. Approve the following applications for retail alcohol licenses:
- a) Hurling Hatchet, 100 East 2nd Street, Special Class C retail alcohol - renewal.
  - b) Double Tap, 312 Main Street, Class C retail alcohol - renewal.
  - c) Famous Dave's, 6222 University Avenue, Class C retail alcohol -renewal.
  - d) The Other Place, 209 Main Street, Class C retail alcohol - renewal.
  - e) Casey's General Store, 2425 Center Street, Class E retail alcohol - renewal.
  - f) Prime Mart, 2323 Main Street, Class E retail alcohol - renewal.
  - g) Walgreens, 2509 Whitetail Drive, Class E retail alcohol - renewal.
  - h) Deringer's Public Parlor, 314 ½ Main Street, Class C retail alcohol – change in ownership.
  - i) Double Tap, 312 Main Street, Class C retail alcohol – change in ownership.
  - j) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol & outdoor service – change in ownership.
  - k) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Special Class C retail alcohol & outdoor service - six 5-day permits (May 28- June 1, June 4-8, June 11-15, July 9-13, July 23-27, and August 6-10).

**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.)

- 18. Resolution Calendar with items considered separately.
- 19. Resolution approving and authorizing execution of Amendment One to the Service/Product Agreement with Eide Bailley, LLP for Audit Services.
- 20. Resolution approving and adopting amendments to CFD 2100: Personnel Policies – Introduction.
- 21. Resolution approving and adopting amendments to CFD 2101: Personnel Policy – Equal Employment Opportunity.
- 22. Resolution approving and adopting amendments to CFD 2102: Personnel Policy – Harassment-Free Workplace.
- 23. Resolution approving and adopting amendments to CFD 2106: Personnel Policy – Probationary Period.
- 24. Resolution approving and adopting amendments to CFD 2107: Personnel Policy – Transfer.
- 25. Resolution approving and adopting amendments to CFD 2108: Personnel Policy – Promotion.
- 26. Resolution approving and adopting amendments to CFD 2110: Personnel Policy – Outside Employment.
- 27. Resolution approving and adopting amendments to CFD 2121: Personnel Policy – Nepotism Prohibition.
- 28. Resolution approving and adopting amendments to CFD 2152: Personnel Policy – Performance Appraisals.

- [29.](#) Resolution approving and adopting amendments to CFD 2255: Personnel Policy – Service Awards.
- [30.](#) Resolution approving and adopting amendments to CFD 2351: Personnel Policy – Attendance and Punctuality.
- [31.](#) Resolution approving and adopting amendments to CFD 2354: Personnel Policy – Leaves of Absence.
- [32.](#) Resolution approving and adopting amendments to CFD 2356: Personnel Policy – Sick Leave.
- [33.](#) Resolution approving and adopting amendments to CFD 2401: Personnel Policy – Employee Behavior.
- [34.](#) Resolution approving and adopting amendments to CFD 2402: Personnel Policy – Employee Personal Appearance.
- [35.](#) Resolution approving and adopting amendments to CFD 2405: Personnel Policy – Mobile Device Allowance.
- [36.](#) Resolution approving and adopting amendments to CFD 2406: Personnel Policy – Technology Resources Acceptable Use.
- [37.](#) Resolution approving and adopting a job classification for the position of Policy & Administration Specialist.
- [38.](#) Resolution approving and authorizing execution of a Property Lease Agreement with Chicago, Central & Pacific Railroad Company.
- [39.](#) Resolution approving and authorizing execution of a Service/Product Agreement with Benton's Sand & Gravel, Inc. for demolition of a structure located at 1218 Cottage Row Road.
- [40.](#) Resolution approving and authorizing execution of a Service/Product Agreement with Lehman Trucking & Excavating Inc. for demolition of a structure located at 523 West 1st Street.
- [41.](#) Resolution approving the preliminary plat for Panther West Additions.
- [42.](#) Resolution approving and authorizing execution of a Service/Product Agreement for asbestos abatement services with Advanced Environmental Testing & Abatement Inc. relative to properties located at 2603 South Union Road, 2617 South Union Road and 6512 West Ridgeway Avenue.
- [43.](#) Resolution approving and accepting a Warranty Deed, Purchaser's Affidavit and Trustee Affidavit, in conjunction with the Northern Cedar Falls Flood Buyout Program.
- [44.](#) Resolution approving the preliminary plat and final plat of Pinnacle Prairie Commercial South Phase VI.
- [45.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Greenhill Estates, Inc. relative to the final plat of Pinnacle Prairie Commercial South Phase VI. (Contingent upon approval of previous item)
- [46.](#) Resolution approving and authorizing execution of a contract with Laser Line Striping relative to pavement marking services.
- [47.](#) Resolution approving and accepting Patent No. 6464 and No. 6465 from the Iowa Department of Transportation (Iowa DOT), in conjunction with the West 1st Street Project.
- [48.](#) Resolution approving and authorizing execution of an Agreement for Traffic Safety Improvement Program (TSIP) Funding with the Iowa Department of Transportation (IDOT) relative to the Prairie Parkway and Viking Road Intersection Improvements Project.
- [49.](#) Resolution approving and authorizing execution of ten Owner Purchase Agreements; and approving and accepting seventeen Temporary Construction Easements, seven Sanitary Sewer Easements

and three Storm Sewer and Drainage Easements, in conjunction with the North Cedar Heights Drive Phase 2 Project.

- [50.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Learn & Play Preschool & Daycare LLC, relative to a post-construction stormwater management plan for 4710 Cedar Heights Drive.
- [51.](#) Resolution receiving and filing, and approving and accepting the bid of Aspro, Inc. in the amount of \$389,994.00, for the Orchard Hill Pickleball Court Expansion Project.
- [52.](#) Resolution approving and accepting the contract and bond of Aspro, Inc. for the Orchard Hill Pickleball Court Expansion Project.
- [53.](#) Resolution receiving and filing, and approving and accepting the bid of Peterson Contractors, Inc. in the amount of \$6,237,016.30, for the West Viking Road Reconstruction and Trail Project.
- [54.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the West Viking Road Reconstruction and Trail Project.
- [55.](#) Resolution approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2024 CDBG Sanitary Sewer Rehabilitation Project.
- [56.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 3 to the Professional Service Agreement with Snyder & Associates, Inc. for administration and design services relative to the Oak Park Boulevard Sewer Replacement Project.
- [57.](#) Resolution approving and authorizing execution of a License Agreement with Windstream Intellectual Property Services, LLC relative to installing a fiber optic telecommunications system within the public right-of-way along Hudson Road and Technology Parkway.
- [58.](#) Resolution approving and authorizing execution of a License Agreement with Windstream Intellectual Property Services, LLC relative to installing a fiber optic telecommunications system within the public right-of-way along West Viking Road.
- [59.](#) Resolution receiving and filing, and setting May 20, 2024 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Seal Coat Project.
- [60.](#) Resolution setting May 20, 2024 as the date of public hearing on the proposed rezoning from M-1, Light Industrial District, to C-2, Commercial District, of properties located at 2300 Main Street, 2216 Main Street and 127 East 23rd Street.
- [61.](#) Resolution setting May 20, 2024 as the date of public hearing on the proposed vacation of certain public right-of-way of an alley between Longview Street and Cedar Street.
- [62.](#) Resolution setting May 20, 2024 as the date of the public hearing on the proposed amendments to Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for scheduled violations.

#### **Allow Bills and Claims**

- [63.](#) Allow Bills and Claims for May 6, 2024.

#### **Council Updates and Announcements**

#### **Council Referrals**

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, APRIL 15, 2024  
REGULAR MEETING, CITY COUNCIL  
MAYOR DANIEL LAUDICK PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Absent: None. Mayor Laudick led the Pledge of Allegiance.
- 54718 - It was moved by Ganfield and seconded by Dunn that the minutes of the Regular Meeting of April 1, 2024 be approved as presented and ordered of record. Motion carried unanimously.
- 54719 - Traci Mallaro and Lorelei Redfern, Cedar Falls, spoke in support of the new Cedar Falls Natatorium and the CAT grant agreement. Mayor Laudick commented.
- David Spritzer, Cedar Falls, commented on increased noise and speeding on State Street and asked for police presence.
- Bob Manning, Cedar Falls, expressed thanks to the Mayor for speaking at the Homebuilders Annual Housing Conference. Manning also commented on interest rates, home sales and new home construction.
- Reverend Michael Blackwell, Cedar Falls, commented on the quality of life and racial issues in Cedar Falls.
- Noah Hackbart, UNI Student Liaison, noted it was his last meeting as student liaison and thanked City Staff and City Council. Mayor Laudick and Councilmembers Dunn and Schultz commented.
- Kim Jensen Jordan, Cedar Falls, spoke on the future of the Sartori hospital site and healthcare in Cedar Falls.
- 54720 - Mayor Laudick announced that in accordance with the public notice of April 4, 2024, this was the time and place for a public hearing on the proposed FY2025 Budget for the City of Cedar Falls. It was then moved by Kruse and seconded by Latta that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54721 - The Mayor then asked if there were any written communications filed to the proposed budget. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Director of Finance & Business Operations Rodenbeck provided an update on the proposed budget. There being no one else present wishing to speak about the proposed budget, the Mayor declared the hearing closed and passed to the next order of business.
- 54722 - It was moved by Latta and seconded by Ganfield that Resolution #23,567, approving and adopting the FY2025 Budget for the City of Cedar Falls, be adopted. Following comments and questions by Councilmembers Kruse, Dunn,

Crisman, Ganfield, Schultz, Latta, and Hawbaker, and responses by Mayor Laudick and Director of Finance & Business Operations Rodenbeck, it was moved by Dunn and seconded by Crisman to amend the motion and remove the transfer of \$100,000 surplus from FY2024 to buydown property tax and approve the budget at the \$11.91 rate. Following comments by Councilmembers Ganfield, Kruse, Schultz, Hawbaker, and Latta, the motion failed 2-5, with Schultz, Latta, Kruse, Hawbaker, and Ganfield voting Nay. The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Hawbaker, Ganfield, Crisman, Dunn. Nay: Kruse. Motion Carried. The Mayor then declared Resolution #23,567 duly passed and adopted.

- 54723 - Mayor Laudick announced that in accordance with the public notice of April 9, 2024, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Orchard Hill Pickleball Court Expansion Project. It was then moved by Kruse and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54724 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided an update on the proposed project. Following opposing comments by Cedar Falls residents, Kathy Oakland, Keith Larson, Kim Kischer Larson, and Lori Newbragh, and supportive comments by Cedar Falls residents Mark Rhoades and Deb Rhoades, the Mayor declared the hearing closed and passed to the next order of business.
- 54725 - It was moved by Dunn and seconded by Hawbaker that Resolution #23,568, approving and adopting the plans, specifications, form of contract & estimate of cost for the Orchard Hill Pickleball Court Expansion Project, be adopted. Following comments and questions by Councilmembers Latta, Dunn, Ganfield, Schultz, Crisman, Hawbaker, and Kruse, and Cedar Falls residents Mark Rhoades and Deb Rhoades, and responses by Recreation & Community Programs Manager Soppe and Director of Public Works Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: Ganfield. Motion Carried. The Mayor then declared Resolution #23,568 duly passed and adopted.
- 54726 - It was moved by Ganfield and seconded by Kruse that Ordinance #3051, amending Chapter 26, Zoning, of the Code of Ordinances relative to the City's floodplain regulations, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3051 duly passed and adopted.
- 54727 - It was moved by Kruse and seconded by Latta that Ordinance #3052, adopting the Code of Ordinances for the City of Cedar Falls, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the

question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3052 duly passed and adopted.

- 54728 - It was moved by Ganfield and seconded by Kruse that Ordinance #3053, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of Center Street, be passed upon its third and final consideration. Following comments by Cedar Falls residents Mark Suchy and Ramona Suchy, and Councilmember Crisman, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3053 duly passed and adopted.
- 54729 - It was moved by Kruse and seconded by Crisman that Ordinance #3054, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Art and Culture Center and Board, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.
- 54730 - It was moved by Latta and seconded by Kruse that Ordinance #3055, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Visitors and Tourism Board, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.
- 54731 - It was moved by Crisman and seconded by Kruse that Ordinance #3056, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions and Department of Community Development, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.
- 54732 - It was moved by Crisman and seconded by Kruse that Ordinance #3057, amending Chapter 2, Administration, of the Code of Ordinances relative to Department of Community Development, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.
- 54733 - It was moved by Dunn and seconded by Kruse that the following items on the Consent Calendar be received, filed, and approved:



Receive and file the City Council Special Meeting minutes of April 1, 2024 relative to the following item:

- a) Public hearing on the proposed FY2025 Property Tax Rate for the City of Cedar Falls.

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

- a) Civil CAD/GIS Technician.
- b) Construction Projects Manager.

Approve an Order Accepting Acknowledgement/Settlement Agreement with PMA North Cedar, LLC, d/b/a Prime Mart, 2728 Center Street, for a first tobacco violation.

Approve the following applications for retail alcohol licenses:

- a) Berk's Main Street Pub, 207 Main Street, Class C retail alcohol - renewal.
- b) ZSAVOOZ, 206 Brandilynn Boulevard, Class C retail alcohol & outdoor service - renewal.
- c) Happy's Wine & Spirits, 5925 University Avenue, Class C retail alcohol & outdoor service - 5 day permit.

Motion carried unanimously.

54734 - It was moved by Crisman and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #23,569, of support for the creation of the Cedar Falls Local Housing Trust Fund.

Resolution #23,570, approving an Application for Tax Abatement under the College Hill Urban Revitalization Plan for residential building improvements located at 2007 College Street.

Resolution #23,571, approving and authorizing submission of a High-Quality Jobs Program Business Financial Assistance Application to the Iowa Economic Development Authority on behalf of LAFORGE, LLC.

Resolution #23,572, approving and authorizing a Community Attraction and Tourism (CAT) Grant Agreement between the Enhance Iowa Board and the City of Cedar Falls.

Resolution #23,573, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the Main Street Reconstruction Project.

Resolution #23,574, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Prairie Parkway and Viking Road Intersection Improvements Project.

Resolution #23,575, receiving and filing, and setting May 6, 2024 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Alley Reconstruction Project.

Resolution #23,576, receiving and filing, and setting May 6, 2024 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Sidewalk Assessment Project.

Resolution #23,577, setting May 6, 2024, as the date of public hearing on the proposed amendments to the City's FY2024 Budget.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,569 through #23,577 duly passed and adopted.

54735 - It was moved by Kruse and seconded by Ganfield that Ordinance #3058, amending Chapter 2, Administration, of the Code of Ordinances relative to Compensation, of Division 6, Utilities Board of Trustees, be passed upon its first consideration. Following comments by Councilmember Latta, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.

54736 - It was moved by Latta and seconded by Crisman that the bills and claims of April 15, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54737 - Councilmember Dunn commented on Earth Day cleanup and noted garbage bags are available for pick up at various locations within the city. Dunn also commented on the city podcast that is held every other week and is available on Spotify and the City website.

Mayor Laudick also commented on Earth week cleanup and the Monarch Club at the High School.

54738 - It was moved by Dunn and seconded by Kruse that the meeting be adjourned at 8:58 P.M. Motion carried unanimously.

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Kim Kerr, CMC, City Clerk



**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Brett Armstrong, Civil Engineer II

**DATE:** May 6, 2024

**SUBJECT:** 2024 Alley Reconstruction Project  
City Project Number: RC-000-3335  
Public Hearing

This project involves the reconstruction of five (5) alleys, three (3) of which are concrete and two (2) of which are permeable alleys. Work shall include a combination of excavation and backfill of the alley areas; removal and replacement of driveway and sidewalk and of PCC curb and gutter; subdrain installation; placement of storage and filter aggregate; installation of permeable interlocking clay brick pavers, seeding, and concrete, asphalt, or gravel driveway replacement.

The total estimated cost for the construction of this project is \$582,973.00. The project will be funded by the Storm Water Fund and Street Construction Fund.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Alley Reconstruction Project.

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

**2024 ALLEY RECONSTRUCTION PROJECT**  
**CITY PROJECT NO. RC - 000 - 3335**  
**FINAL ESTIMATE OF COSTS**  
**AND QUANTITIES**  
**April 4, 2024**

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST	1ST & 2ND - WASHINGTON & MAIN (N & S)		1ST & 2ND - WASHINGTON & MAIN (E & W)		5TH & 6TH - FRANKLIN & CLAY		3RD & 4TH - MAIN & STATE		11TH & 12TH - BLUFF & GROVE		14TH & 15TH - CLAY & WASHINGTON	
							UNITS	TOTAL	UNITS	TOTAL	UNITS	TOTAL	UNITS	TOTAL	UNITS	TOTAL	UNITS	TOTAL
1	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	\$50.00	70	\$3,500.00	0	\$0.00	0	\$0.00	19	\$950.00	0	\$0.00	25	\$1,250.00	26	\$1,300.00
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	\$30.00	588	\$17,640.00	85	\$2,550.00	41	\$1,230.00	60	\$1,800.00	71	\$2,130.00	171	\$5,130.00	160	\$4,800.00
3	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	S.Y.	\$17.00	1723	\$29,291.00	516	\$8,772.00	243	\$4,131.00	358	\$6,086.00	427	\$7,259.00	123	\$2,091.00	56	\$952.00
4	4020-108-A-1	STORM SEWER, TRENCHED, 18 IN. HDPE	L.F.	\$60.00	155	\$9,300.00	0	\$0.00	0	\$0.00	0	\$0.00	155	\$9,300.00	0	\$0.00	0	\$0.00
5	4020-108-A-1	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	\$120.00	291	\$34,920.00	291	\$34,920.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6	4020-108-A-1	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	\$130.00	42	\$5,460.00	0	\$0.00	0	\$0.00	0	\$0.00	42	\$5,460.00	0	\$0.00	0	\$0.00
7	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	EACH	\$2,200.00	4	\$8,800.00	2	\$4,400.00	0	\$0.00	0	\$0.00	2	\$4,400.00	0	\$0.00	0	\$0.00
8	4020-108-D-1	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	\$30.00	571	\$17,130.00	291	\$8,730.00	0	\$0.00	0	\$0.00	280	\$8,400.00	0	\$0.00	0	\$0.00
9	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	L.F.	\$25.00	592	\$14,800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	255	\$6,375.00	337	\$8,425.00
10	4040-108-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	\$600.00	4	\$2,400.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$1,200.00	2	\$1,200.00
11	4040-108-D-0	SUMP PUMP TAP	EACH	\$500.00	2	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$1,000.00	0	\$0.00	0	\$0.00
12	5020-108-E-0	VALVE BOX ADJUSTMENT	EACH	\$500.00	1	\$500.00	1	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
13	6010-108-B-0	INTAKE, SINGLE FLAT	EACH	\$7,000.00	4	\$28,000.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$28,000.00	0	\$0.00	0	\$0.00
14	6010-108-B-0	INTAKE, DOUBLE FLAT	EACH	\$8,500.00	1	\$8,500.00	1	\$8,500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
15	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	\$1,500.00	4	\$6,000.00	1	\$1,500.00	0	\$0.00	0	\$0.00	3	\$4,500.00	0	\$0.00	0	\$0.00
16	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 6 IN., CLASS "C"	S.Y.	\$75.00	2073	\$155,475.00	516	\$38,700.00	243	\$18,225.00	358	\$26,850.00	427	\$32,025.00	299	\$22,425.00	230	\$17,250.00
17	7010-108-E-0	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	\$85.00	212	\$18,020.00	0	\$0.00	0	\$0.00	65	\$5,525.00	0	\$0.00	68	\$5,780.00	79	\$6,715.00
18	7030-108-A-0	REMOVAL OF DRIVEWAY	S.Y.	\$30.00	255	\$7,650.00	0	\$0.00	0	\$0.00	78	\$2,340.00	10	\$300.00	82	\$2,460.00	85	\$2,550.00
19	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$30.00	87	\$2,610.00	0	\$0.00	0	\$0.00	25	\$750.00	0	\$0.00	34	\$1,020.00	28	\$840.00
20	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	\$135.00	87	\$11,745.00	0	\$0.00	0	\$0.00	25	\$3,375.00	0	\$0.00	34	\$4,590.00	28	\$3,780.00
21	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	\$135.00	255	\$34,425.00	0	\$0.00	0	\$0.00	78	\$10,530.00	10	\$1,350.00	82	\$11,070.00	85	\$11,475.00
22	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	S.Y.	\$40.00	31	\$1,240.00	0	\$0.00	0	\$0.00	10	\$400.00	0	\$0.00	21	\$840.00	0	\$0.00
23	7040-108-A-0	PATCH, 7" P.C.C., FULL DEPTH, "M" MIX	S.Y.	\$300.00	44	\$13,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	44	\$13,200.00
24	7040-108-C-0	PATCH, PARTIAL DEPTH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	\$250.00	7	\$1,750.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	7	\$1,750.00	0	\$0.00
25	7040-108-H-0	PAVEMENT REMOVAL	S.Y.	\$18.00	1232	\$22,176.00	516	\$9,288.00	243	\$4,374.00	0	\$0.00	429	\$7,722.00	0	\$0.00	44	\$792.00
26	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	\$25.00	212	\$5,300.00	0	\$0.00	0	\$0.00	65	\$1,625.00	0	\$0.00	68	\$1,700.00	79	\$1,975.00
27	7080-10-8-B-0	ENGINEERING FABRIC	S.Y.	\$8.00	808	\$6,464.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	350	\$2,800.00	458	\$3,664.00
28	7080-108-D-0	STORAGE AGGREGATE	S.Y.	\$25.00	1028	\$25,700.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	514	\$12,850.00	514	\$12,850.00
29	7080-108-E-0	FILTER AGGREGATE	S.Y.	\$15.00	198	\$2,970.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	99	\$1,485.00	99	\$1,485.00
30	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.Y.	\$145.00	254	\$36,830.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	127	\$18,415.00	127	\$18,415.00
31	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$10,000.00	1	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
32	9020-108-A-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$2.25	3712	\$8,352.00	0	\$0.00	0	\$0.00	1000	\$2,250.00	0	\$0.00	1346	\$3,028.50	1366	\$3,073.50
33	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	\$10.00	100	\$1,000.00	100	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
34	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	\$5.00	100	\$500.00	100	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
35	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	\$375.00	5	\$1,875.00	1	\$375.00	0	\$0.00	0	\$0.00	4	\$1,500.00	0	\$0.00	0	\$0.00
36	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	\$90.00	5	\$450.00	1	\$90.00	0	\$0.00	0	\$0.00	4	\$360.00	0	\$0.00	0	\$0.00
37	11020-108-A-0	MOBILIZATION	L.S.	\$25,000.00	1	\$25,000.00	1	\$25,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
38	11050-108-A-0	CONCRETE WASHOUT	LS	\$3,000.00	1	\$3,000.00	1	\$3,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>TOTAL PROJECT ESTIMATE</b>						<b>\$582,973.00</b>	<b>TOTAL=</b>	<b>\$147,825.00</b>	<b>TOTAL=</b>	<b>\$27,960.00</b>	<b>TOTAL=</b>	<b>\$62,481.00</b>	<b>TOTAL=</b>	<b>\$113,706.00</b>	<b>TOTAL=</b>	<b>\$104,509.50</b>	<b>TOTAL=</b>	<b>\$116,491.50</b>



## 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](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Brett Armstrong, Civil Engineer II

**DATE:** May 6, 2024

**SUBJECT:** 2024 Sidewalk Assessment Project – Zone 6  
 SW-000-3324  
 Public Hearing

Submitted within for City Council Approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Sidewalk Assessment Project – Zone 6.

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

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

The total estimated cost for the construction of this project is \$547,606.50.

The Engineering Division recommends approving the Plans, Specifications and Estimate of Costs and Quantities for the 2024 Sidewalk Assessment Project – Zone 6.

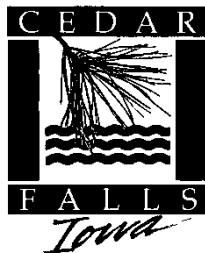
xc: David Wicke, City Engineer  
 Chase Schrage, Director of Public Works

**2024 SIDEWALK ASSESSMENT PROJECT**

CITY PROJECT NO. SW - 000 - 3324

**ENGINEER'S ESTIMATE**

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	2010-108-D-3	OFF SITE TOPSOIL	C.Y.	\$250.00	108.20	\$ 27,050.00
2	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$90.00	1792.00	\$ 161,280.00
3	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$125.00	1310.30	\$ 163,787.50
4	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$250.00	481.70	\$ 120,425.00
5	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$40,000.00	1.00	\$ 40,000.00
6	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$6.00	5844.00	\$ 35,064.00
<b>TOTAL PROJECT ESTIMATE</b>						<b><u>\$547,606.50</u></b>



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Laudick and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** April 26, 2024  
**SUBJECT:** FY2024 Budget Amendment

Attached please find the certification resolution for the FY2024 budget amendment. This is our second budget amendment for FY2024 and final budget amendments must be filed with the county auditor by May 31 of the current fiscal year per Iowa Code 384-18(2).

This budget amendment is necessary due to timing of various projects and participation in grant programs. As the notice shows additional intergovernmental, charges for services, special assessments, miscellaneous, other financing sources revenues, as well as cash reserves will offset these expenditures.

Also included in the budget amendment are the proposed line-item amendments by the various departments. Those departmental amendments are also attached to this memo.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations  
Ron Gaines, City Administrator

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**

City of CEDAR FALLS  
Fiscal Year July 1, 2023 - June 30, 2024

Item 4.

The City of CEDAR FALLS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024

**Meeting Date/Time:** 5/6/2024 07:00 PM

**Contact:** Jennifer Rodenbeck

**Phone:** (319) 273-8600

**Meeting Location:** City Hall  
220 Clay Street  
Cedar Falls IA 50613

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	23,777,537	0	23,777,537
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	23,777,537	0	23,777,537
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	6,145,440	0	6,145,440
Other City Taxes	6	8,075,004	0	8,075,004
Licenses & Permits	7	1,021,000	0	1,021,000
Use of Money & Property	8	1,158,800	0	1,158,800
Intergovernmental	9	14,178,010	1,673,114	15,851,124
Charges for Service	10	17,230,210	138,412	17,368,622
Special Assessments	11	0	15,000	15,000
Miscellaneous	12	3,252,259	9,901,660	13,153,919
Other Financing Sources	13	15,044,000	500,000	15,544,000
Transfers In	14	12,279,560	0	12,279,560
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>102,161,820</b>	<b>12,228,186</b>	<b>114,390,006</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	14,645,060	165,000	14,810,060
Public Works	17	34,775,080	5,235,000	40,010,080
Health and Social Services	18	28,000	0	28,000
Culture and Recreation	19	10,110,730	885,152	10,995,882
Community and Economic Development	20	3,132,150	234,530	3,366,680
General Government	21	6,542,500	720	6,543,220
Debt Service	22	2,546,800	0	2,546,800
Capital Projects	23	21,991,860	11,694,140	33,686,000
Total Government Activities Expenditures	24	93,772,180	18,214,542	111,986,722
Business Type/Enterprise	25	23,390,760	443,690	23,834,450
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>117,162,940</b>	<b>18,658,232</b>	<b>135,821,172</b>
Transfers Out	27	12,279,560	0	12,279,560
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>129,442,500</b>	<b>18,658,232</b>	<b>148,100,732</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-27,280,680</b>	<b>-6,430,046</b>	<b>-33,710,726</b>
Beginning Fund Balance July 1, 2023	30	98,756,610	0	98,756,610
<b>Ending Fund Balance June 30, 2024</b>	<b>31</b>	<b>71,475,930</b>	<b>-6,430,046</b>	<b>65,045,884</b>

**Explanation of Changes:** These over expenditures are primarily due to timing of capital projects and participation in various grant programs. Some of the expenditures are covered by additional revenues; intergovernmental, charges for services, special assessments, miscellaneous, other financing sources, as well as cash reserves.



**CITY OF CEDAR FALLS  
BUDGET ADJUSTMENTS  
FY2024 BUDGET  
FINANCE & BUSINESS OPERATIONS**

BUDGET ADJUSTMENT - INTO			BUDGET ADJUST. - FROM						GENERAL FUND CASH USED	REASON FOR ADJUSTMENT	
DEPARTMENTS	ACCOUNT NUMBER	ACCOUNT NAME	FY2024 BUDGET	PROJECTED FY2024 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT			
<b>Public Records</b>	101-1008-441.6501	F.I.C.A.	\$19,570.00	\$22,270.00	(\$2,700.00)	101-1008-441.6101	Full-Time Wages	\$2,700.00	Over expended line item offset by underspent line item.		
	101-1008-441.8306	Education	\$1,500.00	\$1,550.00	(\$50.00)	101-1008-441.8305	Travel (Food/Mileage/Lodge)	\$50.00			
										\$2,750.00	
<b>FBO Administration</b>	101-1026-441.6101	Full-time Wages	\$191,270.00	\$191,770.00	(\$500.00)	101-1026-441.6102	Part-time Wages	\$500.00	Over expended line item offset by underspent line item.		
	101-1026-441.7101	Office Supplies	\$500.00	\$900.00	(\$400.00)	101-1026-441.8148	Contract Services	\$400.00			
	101-1026-441.8305	Travel (Food/Mileage/Lodge)	\$2,000.00	\$2,800.00	(\$800.00)	101-1026-441.9301	Equipment	\$800.00			
									\$1,700.00		
<b>Financial Services</b>	101-1028-441.6403	Life Insurance	\$600.00	\$620.00	(\$20.00)	101-1028-441.6102	Part-time Wages	\$520.00	Over expended line item offset by underspent line item.		
	101-1028-441.6402	Health Insurance Reimb.	\$620.00	\$1,120.00	(\$500.00)						
	101-1028-441-8306	Education	\$2,000.00	\$2,750.00	(\$750.00)	101-1028-441.8305	Travel (Food/Mileage/Lodge)	\$750.00			
									\$1,270.00		
<b>Human Resources</b>	101-1038-441.6103	Overtime	\$0.00	\$2,000.00	(\$2,000.00)	101-1038-441.6102	Part-Time Wages	\$25,000.00	Over expended line item offset by underspent line item.		
	101-1038-441.7299	Postage	\$500.00	\$800.00	(\$300.00)	101-1038-441.8133	Employee Survey	\$5,000.00			
	101-1038-441.8149	Backaround Check	\$0.00	\$6,000.00	(\$6,000.00)	101-1038-441.8155	Employee Assist Proq	\$2,200.00			
	101-1038-441.8153	Job Notices	\$65,000.00	\$79,000.00	(\$14,000.00)	101-1038-441.8157	Pay Plan Study	\$300.00			
	101-1038-441.8156	Employee Wellness Program	\$42,000.00	\$32,500.00	(\$8,500.00)	101-1038-441.8301	Training & Travel	\$500.00			
	101-1038-441.8199	Civil Service Commission	\$4,000.00	\$6,000.00	(\$2,000.00)						
	101-1038-441.8201	Telephone	\$1,000.00	\$1,200.00	(\$200.00)						
	101-1038-441.8109	Human Rights Commission	\$3,000.00	\$3,720.00	(\$720.00)	101-0000-371.0100	Miscellaneous Revenue	\$720.00			
										\$33,720.00	
											\$33,720.00
<b>Legal</b>	101-1048-441.6403	Life Insurance	\$430.00	\$440.00	(\$10.00)	101-1048-441.6102	Part-time Wages	\$20.00	Over expended line item offset by underspent line item.		
	101-1048-441.6404	Ltd Insurance	\$560.00	\$570.00	(\$10.00)	101-1199-441.8913	Contingency	\$10,000.00			
	101-1048-441.8129	Legal Consultants	\$175,000.00	\$185,000.00	(\$10,000.00)						
									\$10,020.00		
<b>Library</b>	101-1060-423.6101	Full-time Wages	\$643,240.00	\$700,000.00	(\$56,760.00)	101-1060-423.6102	Part-time Wages	\$62,100.00	Over expended line items offset by underspent line.		
	101-1060-423.6401	Health Insurance/Premiums	\$106,490.00	\$113,590.00	(\$7,100.00)						
	101-1060-423.6403	Life Insurance	\$1,450.00	\$1,560.00	(\$110.00)						
	101-1060-423.6404	LTD Insurance	\$1,910.00	\$2,040.00	(\$130.00)						
	101-1060-423.7275	Display	\$2,000.00	\$2,050.00	(\$50.00)	101-1060-423.7299	Postage	\$2,150.00			
	101-1060-423.7276	Public Relations	\$1,200.00	\$3,300.00	(\$2,100.00)						
	101-1060-423.8305	Travel (Food/Mileage/Lodge)	\$1,000.00	\$4,050.00	(\$3,050.00)	101-1060-423.8105	Professional Services	\$3,050.00			
	101-1060-423.8601	Repair & Maintenance	\$7,000.00	\$21,250.00	(\$14,250.00)	101-1060-423.8501	Utilities	\$14,250.00			
	101-1060-423.8919	Co-Lab Materials	\$0.00	\$150.00	(\$150.00)	101-1060-356.7800	Library Gifts & Memorials	\$750.00			
	101-1060-423.8920	Adult Books	\$0.00	\$500.00	(\$500.00)						
	101-1060-423.8924	Adult Audio	\$0.00	\$50.00	(\$50.00)						
	101-1060-423.8926	Non-Print Resources	\$0.00	\$50.00	(\$50.00)						
	101-1060-423.8934	Endowment Supported Program	\$60,000.00	\$92,000.00	(\$32,000.00)	101-1060-356.7901	Library Endowments	\$32,000.00			
	101-1060-423.9301	Equipment	\$0.00	\$3,300.00	(\$3,300.00)	101-1060-423.7306	Building Repair	\$3,300.00			
											\$117,600.00
											\$117,600.00
	<b>Library Levy</b>	101-1061-423.6401	Health Insurance Premiums	\$12,000.00	\$14,000.00	(\$2,000.00)	101-1061-423.6101	Full-time Wages		\$29,500.00	Over expended line item offset by underspent line items and Levy cash reserves.
101-1061-423.7111		Technical Processing Supplies	\$30,000.00	\$57,500.00	(\$27,500.00)						
101-1060-423.8920		Adult Books	\$52,500.00	\$86,000.00	(\$33,500.00)	101-0000-104.0000	General Fund - Cash	\$227,700.00			
101-1060-423.8921		Young Adult Books	\$18,000.00	\$30,000.00	(\$12,000.00)						
101-1060-423.8922		Youth Books	\$48,000.00	\$62,500.00	(\$14,500.00)						
101-1060-423.8923		Large Print Books	\$6,000.00	\$12,000.00	(\$6,000.00)						
101-1060-423.8924		Adult Audio	\$8,000.00	\$13,500.00	(\$5,500.00)						
101-1060-423.8925		Adult Video	\$41,000.00	\$50,000.00	(\$9,000.00)						
101-1060-423.8926		Non-Print Resources	\$29,000.00	\$41,000.00	(\$12,000.00)						
101-1060-423.8929		Newspapers	\$2,300.00	\$2,900.00	(\$600.00)						
101-1060-423.8935		Youth Audio	\$8,800.00	\$10,000.00	(\$1,200.00)						
101-1060-423.8936		Youth Video	\$10,500.00	\$15,000.00	(\$4,500.00)						
101-1060-423.8937		Young Adult Audio	\$2,000.00	\$7,000.00	(\$5,000.00)						
101-1060-423.8938		Young Adult Video	\$1,000.00	\$5,000.00	(\$4,000.00)						
101-1060-423.8942		Adult E-Materials	\$40,000.00	\$114,000.00	(\$74,000.00)						
101-1060-423.8944		Young Adult E-Materials	\$2,500.00	\$12,000.00	(\$9,500.00)						
101-1060-423.8946		Youth E-Materials	\$6,700.00	\$12,000.00	(\$5,300.00)						
101-1060-423.8947	Library of Things	\$2,500.00	\$12,000.00	(\$9,500.00)							
101-1061-423.9301	Equipment	\$0.00	\$21,700.00	(\$21,700.00)							
									\$257,200.00		

<b>City Administrator</b>	101-1118-441.6403	Life Insurance	\$910.00	\$920.00	(\$10.00)	101-1118-441.6102	Part-time wages	\$10.00	Over expended line items offset by underspent line items.
	101-1118-441.7201	Operating Supplies	\$0.00	\$300.00	(\$300.00)	101-1118-441.8125	Promotional Tapes & Ads	\$400.00	
	101-1118-441.7299	Postage	\$0.00	\$100.00	(\$100.00)				
	101-1118-441.8131	Business Retention	\$1,500.00	\$70,000.00	(\$68,500.00)	101-1118-441.8198	Economic Development	\$75,000.00	
	101-1118-441.8305	Travel (Food/Mileage/Lodge)	\$4,000.00	\$8,000.00	(\$4,000.00)				
	101-1118-441.8306	Education	\$2,000.00	\$4,500.00	(\$2,500.00)				
								\$75,410.00	
					(\$75,410.00)				
<b>Mayor</b>	101-1158-441.7101	Office Supplies	\$480.00	\$1,330.00	(\$850.00)	101-1119-441.8913	Contingency	\$4,250.00	Over expended line item covered underspent line items.
	101-1158-441.8148	Contract Services	\$0.00	\$2,000.00	(\$2,000.00)	101-1118-441.8198	City Admin-Economic Development	\$5,300.00	
	101-1158-441.8303	Outings, Dinners, Awards	\$1,390.00	\$2,390.00	(\$1,000.00)	101-1158-441.8201	Telephone	\$200.00	
	101-1158-441.8306	Education	\$420.00	\$620.00	(\$200.00)	101-1158-441.8301	Capital Outlay	\$400.00	
	101-1158-441-8305	Travel (Food/Mileage/Lodge)	\$2,600.00	\$5,300.00	(\$2,700.00)				
	101-1158-441-8304	Dues & Memberships	\$510.00	\$3,910.00	(\$3,400.00)				
								\$10,150.00	
					(\$10,150.00)				
<b>Council</b>	101-1168-441.6101	Full-time Wages	\$49,630.00	\$54,230.00	(\$4,600.00)	101-1168-441.6501	FICA	\$2,400.00	Over expended line item covered underspent line items.
	101-1168-441.6601	IPERS	\$3,350.00	\$4,000.00	(\$650.00)	101-1168-441.8201	Telephone	\$1,000.00	
						101-1168-4414.8305	Travel (Food/Mileage/Lodge)	\$1,850.00	
								\$5,250.00	
					(\$5,250.00)				
<b>Admin/Legal Miscellaneous</b>	101-1199-441.8823	CV Coalition Dues	\$1,660.00	\$1,720.00	(\$60.00)	101-1199-441.8101	Professional Services	\$1,600.00	Over expended line item covered underspent line items.
	101-1199-441.8911	League Dues	\$12,500.00	\$13,040.00	(\$540.00)				
	101-1199-441.8914	Refunds	\$2,000.00	\$3,000.00	(\$1,000.00)				
								\$1,600.00	
					(\$1,600.00)				
<b>Data Processing</b>	606-1078-441.7201	Operating Supplies	\$3,500.00	\$13,000.00	(\$9,500.00)	606-0000-371.0100	Miscellaneous Revenue	\$10,450.00	Over expended line item offset by underspent line items and additional miscellaneous revenues.
	606-1078-441.8101	Professional Services	\$1,000.00	\$3,000.00	(\$2,000.00)	606-1078-441.8170	Contract Services	\$1,550.00	
	606-1078-441.8114	Egov	\$30,000.00	\$30,500.00	(\$500.00)	606-1078-441.8305	Travel (Food/Mileage/Lodge)	\$500.00	
	606-1078-441.8306	Education	\$6,000.00	\$6,500.00	(\$500.00)	606-1078-441.8601	Repair & Maintenance	\$10,000.00	
	606-1078-441.8610	Software Support Agreements	\$365,000.00	\$444,000.00	(\$79,000.00)	606-1078-441.9301	Equipment	\$69,000.00	
								\$91,500.00	
					(\$91,500.00)				
<b>Cable TV</b>	254-1088-431-89-18	Community Program	\$35,500.00	\$39,500.00	(\$4,000.00)	254-1088-431-81-37	Legal Services	\$5,000.00	Over expended line items offset by underspent line items.
	254-1088-431-92-01	Structure Improvements	\$0.00	\$100.00	(\$100.00)				
	254-1088-431-72-01	Operating Supplies	\$6,000.00	\$6,900.00	(\$900.00)				
								\$5,000.00	
					(\$5,000.00)				
<b>Community Center</b>	262-1092-423.6101	Salaries - Full-Time	\$0.00	\$400.00	(\$400.00)	262-1092-423.6102	Part-time Wages	\$2,450.00	Over expended line item offset by underspent line item.
	262-1092-423.6401	Health Insurance Premiums	\$0.00	\$50.00	(\$50.00)	262-1092-423.7219	Printing	\$200.00	
	262-1092-423.7101	Office Supplies	\$700.00	\$900.00	(\$200.00)				
	262-1092-423.8601	Repair & Maintenance	\$4,000.00	\$6,000.00	(\$2,000.00)				
								\$2,650.00	
					(\$2,650.00)				
<b>Parking</b>	258-5531-435.6403	Life Insurance	\$180.00	\$185.00	(\$5.00)	258-5531-435.6102	Part-time Wages	\$5.00	Over expended line item offset by underspent line item.
	258-5531-435.7104	Tickets	\$3,000.00	\$6,600.00	(\$3,600.00)	258-5531-435.7201	Operating Supplies	\$9,000.00	
	258-5531-435.8915	Credit Card Charges	\$0.00	\$6,700.00	(\$6,700.00)	258-5531-435.8305	Travel (Food/Mileage/Lodge)	\$1,000.00	
						258-5531-436.8306	Education	\$300.00	
								\$10,305.00	
					(\$10,305.00)				
<b>Street Repair</b>	242-1240-431.9225	Cedar Heights Area	\$0.00	\$2,500,000.00	(\$2,500,000.00)	242-0000-371.0100	Misc Receipts	\$2,706,000.00	Over expenditures due to timing of capital projects and timing of reimbursements from other funding sources.
	242-1240-431.9251	Seal Coat	\$100,000.00	\$300,000.00	(\$200,000.00)				
	242-1240-431.9285	Union Road	\$0.00	\$6,000.00	(\$6,000.00)				
								\$2,706,000.00	
					(\$2,706,000.00)				
<b>Emergency Reserve Fund</b>	404-1220-431.9237	Buyout Demo	\$0.00	\$279,500.00	(\$279,500.00)	404-0000-341.0400	Grant Funding	\$279,500.00	Over expenditure for FEMA Flood buyouts and demolitions offset with grant revenues
	404-1220-431.9586	Center St. Streetscape	\$0.00	\$50,000.00	(\$50,000.00)	404-0000-104.0000	Cash Reserves	\$50,000.00	Project funded with Emergency Flood Reserves as planned by City Council on CIP.
								\$329,500.00	
					(\$329,500.00)				

<b>Flood Reserve Fund</b>	405-1220-431.9843	River Project	\$0.00	\$5,700,000.00	(\$5,700,000.00)	405-0000-341.0500 405-0000-343.0900 405-0000-371.0100	EDA Grant Funding REAP Grant Funding Miscellaneous Revenue	\$1,000,000.00 \$135,000.00 \$4,565,000.00	Project funded with Emergency Reserves as planned by City Council on CIP. Payments running th this fund will be reimbursed by grant funds and other city funding sources.
								\$5,700,000.00	
<b>TIF Bond Fund</b>	430-1220-431.9764 430-1220-431.9848	Viking Road Extension Hudson Rd/Ridgeway	\$0.00 \$0.00	\$400,000.00 \$600,000.00	(\$400,000.00) (\$600,000.00)	430-0000-104.0000	TIF Bond - Cash	\$1,000,000.00	Project is cash flowed until TIF certification for project has occurred.
								\$1,000,000.00	
<b>Bond Funds</b>	437-1220-431.9548	Hudson Rd Rec Trail	\$0.00	\$65,000.00	(\$65,000.00)	437-0000-104.0000	Bond Fund Cash	\$65,000.00	Overexpenditure will be offset by bond proceeds already sold.
	438-1220-431.9527	Union Road Trail	\$0.00	\$16,000.00	(\$16,000.00)	438-0000-341-0500	Intergovernmental Revenue	\$16,000.00	Overexpenditure will be offset by reimbursements received.
	438-1220-431.9823	Greenhill Rd & S Main	\$0.00	\$400,000.00	(\$400,000.00)	438-0000-104.0000	Bond Fund Cash	\$400,000.00	Overexpenditure will be offset by bond proceeds already sold.
	438-1220-431.9883	Cedar Heights Drive	\$0.00	\$300,000.00	(\$300,000.00)	438-0000-104.0000	Bond Fund Cash	\$300,000.00	Overexpenditure will be offset by bond proceeds already sold.
	438-1220-431.9885	Lake Street Trail	\$0.00	\$10,000.00	(\$10,000.00)	438-0000-341-0500	Intergovernmental Revenue	\$10,000.00	Overexpenditure will be offset by reimbursements received.
	439-1220-431.9548	Bunker Gear	\$0.00	\$25,000.00	(\$25,000.00)	439-0000-104.0000	Bond Fund Cash	\$25,000.00	Overexpenditure will be offset by bond proceeds already sold.
	439-1220-431.9824	Annual St Rep Amen	\$0.00	\$120,000.00	(\$120,000.00)	439-0000-104.0000	Bond Fund Cash	\$120,000.00	Overexpenditure will be offset by bond proceeds already sold.
	439-1220-431.9843	Cedar River Rec Improv.	\$70,000.00	\$368,640.00	(\$298,640.00)	439-0000-104.0000	Bond Fund Cash	\$298,640.00	Overexpenditure will be offset by bond proceeds already sold.
	439-1220-431.9887	Slope Repair	\$0.00	\$100,000.00	(\$100,000.00)	439-0000-104.0000	Bond Fund Cash	\$100,000.00	Overexpenditure will be offset by bond proceeds already sold.
	439-1220-431.9896	Financial System	\$0.00	\$210,000.00	(\$210,000.00)	439-0000-104.0000	Bond Fund Cash	\$210,000.00	Overexpenditure will be offset by bond proceeds already sold.
								\$1,544,640.00	
<b>Special Assessments</b>	473-1220-431.9899	Sidewalk Project	\$0.00	\$75,000.00	(\$75,000.00)	473-0000-104.0000 473-0000-314.0300 473-0000-371.0702	Special Assessment Fund - Cash Special Assessment Receipts Assessment Receipts	\$58,500.00 \$15,000.00 \$1,500.00	Sidewalk project expenditures will be offset by payments already received by home owners and future special assessment property tax collections.
								\$75,000.00	
<b>Capital Projects</b>	443-1220-431.9888	Ashworth Drive	\$0.00	\$2,000,000.00	(\$2,000,000.00)	443-0000-104.0000	Capital Projects Cash	\$2,000,000.00	Over expenditure will be offset by cash reserves
								\$2,000,000.00	
<b>TOTAL ADJUSTMENTS</b>								\$13,981,265.00	
<b>GEN FUND CASH USED BY F.B.O.</b>								\$227,700.00	



<b>Softball Capital</b>	295-2253-423.9201	Softball Player Capital	\$3,000.00	\$3,100.00	(\$100.00)	295-0000-104.0000	Softball Capital Cash Reserves	\$100.00	Cash reserves in the fund will be used to cover the overexpenditure.
					(\$100.00)			\$100.00	
<b>Recreation Capital</b>	297-2253-423.9201	Rec Capital	\$1,560,000.00	\$1,652,940.00	(\$92,940.00)	298-0000-104.0000 297-0000-371.0100	Recreation Capital Cash Reserves Recreation Capital Misc. Revenue	\$55,000.00 \$37,940.00	Cash reserves and miscellaneous revenues will be used to cover the overexpenditure due to timing of front desk remodel project, weight room equipment, and A/C unit at recreation center.
					(\$92,940.00)			\$92,940.00	
<b>Cultural</b>	101-2280-423.6154 101-2280-423.7301 101-2280-423.8116 101-2280-423.8914 101-2280-423.8933	Instructors Repair & Maintenance Supplies Printing & Publication Refunds Friends Supported Programs	\$38,610.00 \$1,000.00 \$7,500.00 \$600.00 \$10,000.00	\$55,610.00 \$1,200.00 \$7,710.00 \$9,000.00 \$15,000.00	(\$17,000.00) (\$200.00) (\$210.00) (\$8,400.00) (\$5,000.00)	101-2280-423.6150 101-2280-423.7299 101-2280-423.8306 101-2280-356.1400 101-2280-371.4300	Assistants Postage Education Facility Rental Revenue Friends Reimbursement Revenue	\$17,000.00 \$200.00 \$210.00 \$8,400.00 \$5,000.00	Over expended line items offset by underspent line items.  Over expended line item offset by facility revenue. Over expended line item offset by reimbursement revenue from the Friends of the Hearst.
					(\$30,810.00)			\$30,810.00	
<b>Cultural Capital</b>	298-2280-423.8939 298-2280-423.9201	Purchased Items - Donated Hearst Capital	\$0.00 \$0.00	\$14,000.00 \$9,000.00	(\$14,000.00) (\$9,000.00)	298-0000-373-0400 298-0000-355-1000 298-0000-104.0000	Donation Revenue Hearst Capital Fees Hearst Capital - Cash Reserves	\$1,500.00 \$9,000.00 \$12,500.00	Over expenditures will be offset by donation revenue, capital fee revenue and cash reserves.
					(\$23,000.00)			\$23,000.00	
<b>Tourism &amp; Visitors</b>	261-2291-423.7299 261-2291-423.7355 261-2291-423.8550 261-2291-423.8551 261-2291-423.8915	Postage Media Community Awareness Events/Bids/Sponsorships Credit Card Charges	\$10,000.00 \$55,880.00 \$3,500.00 \$7,000.00 \$0.00	\$11,000.00 \$68,380.00 \$3,500.00 \$8,500.00 \$500.00	(\$1,000.00) (\$12,500.00) (\$500.00) (\$1,500.00) (\$500.00)	261-2291-423.8307 261-0000-371.1002 261-2291-423.9301 261-2291-423.7353 261-2291-423.7357 261-2291-423.8305 261-2291-423.8501	Registraions Media Income Revenue Equipment Website/CRM Gift Shop Travel (Food/Mileage/Lodge) Utilities	\$1,000.00 \$10,000.00 \$500.00 \$1,500.00 \$500.00 \$500.00 \$2,000.00	Over expended line items are offset by underspent line items and additional revenues.
	261-2291-423.8994 261-2291-423.9201 261-2291-423.8552	Special Projects Structure Improv. & Bldgs. Tourism Marketing Grants	\$0.00 \$50,000.00 \$62,000.00	\$132,000.00 \$250,000.00 \$68,000.00	(\$132,000.00) (\$200,000.00) (\$6,000.00)	261-0000-371.1000 261-0000-104.0000	Special Projects Revenue Tourism Cash Reserves	\$132,000.00 \$206,000.00	Panthers On Parade project offset by additional revenues. Cedar River Project allocation offset by cash reserves Carryover Marketing Grants offset by cash reserves
					(\$354,000.00)			\$354,000.00	
<b>TOTAL ADJUSTMENTS</b>								\$2,125,500.00	
<b>GEN FUND CASH USED BY C.D.</b>								\$0.00	

**CITY OF CEDAR FALLS  
BUDGET ADJUSTMENTS  
FY2024 BUDGET  
PUBLIC SAFETY SERVICES**

BUDGET ADJUSTMENT - INTO			BUDGET ADJUST. - FROM						GENERAL	REASON FOR ADJUSTMENT
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY2024 BUDGET	PROJECTED FY2024 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME	ADJUSTMENT AMOUNT	FUND CASH USED	
<b>Fire</b>	101-4511-414.6101	Full-time Wages	\$2,729,840.00	\$2,827,840.00	(\$98,000.00)	101-5521-415.6101	Police - Full-time Wages	\$98,000.00		Over expended line items due to Firefighter training of new officers, offset by underspent line items.
	101-4511-414.6401	Health Insurance Premiums	\$279,740.00	\$320,740.00	(\$41,000.00)	101-5521-415.6401	Police - Health Insurance Prem.	\$41,000.00		
	101-4511-414.6103	Overtime	\$30,000.00	\$70,000.00	(\$40,000.00)	101-4511-414.6178	Volunteers - Internal	\$17,000.00		Over expended line items offset by underspent line items.
	101-4511-414.6174	Fire Hrs over 212, Shift Pay	\$100,000.00	\$105,000.00	(\$5,000.00)	101-4511-414.6501	FICA	\$1,000.00		
	101-4511-414.6404	Ltd Insurance	\$8,250.00	\$8,650.00	(\$400.00)	101-4511-414.6601	IPERS	\$2,500.00		
	101-4511-414.7202	Laundry	\$500.00	\$800.00	(\$300.00)	101-4511-414.8171	Consolidated Dispatch	\$15,000.00		
	101-4511-414.7209	Equipment Repair	\$12,000.00	\$18,000.00	(\$6,000.00)	101-4511-414.8201	Telephone	\$3,400.00		
	101-4511-414.7302	Dormitory Furnishings	\$4,000.00	\$5,900.00	(\$1,900.00)	101-4511-414.8501	Utilities	\$22,300.00		
	101-4511-414.7310	Headquarter Supplies	\$6,000.00	\$15,000.00	(\$9,000.00)	101-4511-414.7277	Volunteer Supplies	\$3,900.00		
	101-4511-414.8601	Repair and Maintenance	\$7,000.00	\$9,000.00	(\$2,000.00)					
	101-4511-414.8914	Refunds	\$0.00	\$500.00	(\$500.00)					
	101-4511-414.8101	Professional Services	\$0.00	\$16,000.00	(\$16,000.00)	101-4511-358.1100	Fire Miscellaneous Revenue	\$16,000.00		Over expended line item offset by additional miscellaneous revenues
					(\$220,100.00)			\$220,100.00		
<b>Police</b>	101-5521-415.6175	Overtime- Police Grant	\$0.00	\$23,000.00	(\$23,000.00)	101-5521-415.6175	Overtime - Holiday	\$14,000.00		Over expended line items offset by underspent line items.
	101-5521-415.6403	Life Insurance	\$4,570.00	\$4,620.00	(\$50.00)	101-5521-415.6178	Volunteers - Internal	\$9,000.00		
	101-5521-415.7105	Advertising	\$400.00	\$10,400.00	(\$10,000.00)	101-5521-415.6404	Ltd Insurance	\$50.00		
	101-5521-415.7201	Operating Supplies	\$29,000.00	\$39,000.00	(\$10,000.00)	101-5521-415.7107	Code Enforcement Supplies	\$4,650.00		
	101-5521-415.7229	SWAT Equipment	\$5,000.00	\$6,000.00	(\$1,000.00)	101-5521-415.7208	Camera Equipment	\$1,500.00		
	101-5521-415.8101	Professional Services	\$10,000.00	\$28,000.00	(\$18,000.00)	101-5521-415.7219	Printing	\$2,000.00		
	101-5521-415.8306	Education	\$20,000.00	\$25,000.00	(\$5,000.00)	101-5521-415.7221	Community Service Project	\$3,500.00		
	101-5521-415.8601	Repair and Maintenance	\$0.00	\$1,500.00	(\$1,500.00)	101-5521-415.7233	Police Auxiliary	\$4,000.00		
	101-5521-415.8915	Credit Card Charges	\$0.00	\$750.00	(\$750.00)	101-5521-415.7234	Community Service Officer	\$2,500.00		
	101-5521-415.8999	Canine Unit	\$12,000.00	\$24,000.00	(\$12,000.00)	101-5521-415.7299	Postage	\$1,100.00		
						101-5521-415.8158	Witness Fees	\$1,000.00		
						101-5521-415.8201	Telephone	\$2,000.00		
						101-5521-415.8501	Utilities	\$15,000.00		
						101-5521-415.8605	Equipment Repairs	\$3,000.00		
						101-5521-415-8171	Consolidated Dispatch	\$18,000.00		
	101-5521-415.8308	Academy	\$30,000.00	\$65,000.00	(\$35,000.00)	101-5521-358-2100	Police Miscellaneous Revenues	\$35,000.00		Over expended offset by additional miscellaneous revenues.
					(\$116,300.00)			\$116,300.00		
<b>Fire Grants</b>	101-1199-411.3264	Fire Equipment Grant	\$0.00	\$10,000.00	(\$10,000.00)	101-1199-343.0601	Fire Grant - Revenue	\$10,000.00		Grant expenses offset by additional grant revenues and under spent line item
					(\$10,000.00)			\$10,000.00		
<b>Police Forfeiture</b>	291-5521-415.8941	Police Forfeiture	\$0.00	\$4,000.00	(\$4,000.00)	291-0000-372.0200	Police Forfeitures Misc.Revenue	\$4,000.00		Purchase of exercise equipment offset by forfeiture revenues.
					(\$4,000.00)			\$4,000.00		
<b>Fire Retirement</b>	293-4511-414.5302	Fire Retirement	\$592,680.00	\$692,680.00	(\$100,000.00)	293-0000-104.0000	Fire Retirement Cash Reserves	\$100,000.00		Over expenditure offset by cash reserves.
					(\$100,000.00)			\$100,000.00		
<b>TOTAL ADJUSTMENTS</b>								\$450,400.00		
<b>GEN FUND CASH USED BY P.S.S.</b>								\$0.00		

**CITY OF CEDAR FALLS  
BUDGET ADJUSTMENTS  
FY2024 BUDGET  
PUBLIC WORKS**

BUDGET ADJUSTMENT - INTO			BUDGET ADJUST. - FROM				GENERAL	REASON FOR ADJUSTMENT	
DEPARTMENTS DIVISIONS	ACCOUNT NUMBER	ACCOUNT NAME	FY2024 BUDGET	PROJECTED FY2024 EXPENDITURES	ACCT. BAL. BEFORE ADJUSTMENT	ACCOUNT NUMBER	ACCOUNT NAME		ADJUSTMENT AMOUNT
<b>Cemetery</b>	101-6613-433.8103	Recording Fees	\$0.00	\$1,060.00	(\$1,060.00)	101-6613-433.8501	Utilities	\$1,060.00	
	101-6613-433.8305	Travel (Food/Mileage/Lodge)	\$0.00	\$300.00	(\$300.00)	101-6613-433.8201	Telephone	\$450.00	
	101-6613-433.8306	Education	\$0.00	\$150.00	(\$150.00)				
					(\$1,510.00)			\$1,510.00	
<b>Public Buildings</b>	101-6616-446.6402	Health Insurance Reimb	\$290.00	\$600.00	(\$310.00)	101-6616-446.6101	Full-time Wages	\$3,000.00	Over expended line items offset by underspent line items.
	101-6616-446.7201	Oper/Supplies	\$72,000.00	\$76,000.00	(\$4,000.00)	101-6616-446.6401	Health Insurance Premiums	\$1,310.00	
	101-6616-446.7306	Building Repair	\$51,000.00	\$75,000.00	(\$24,000.00)	101-6616-446.6501	FICA	\$250.00	
	101-6616-446.8108	Pest Control	\$4,430.00	\$5,430.00	(\$1,000.00)	101-6616-446.6601	IPERS	\$250.00	
	101-6616-446.8602	Buildings & Grounds	\$311,020.00	\$356,020.00	(\$45,000.00)	101-6616-446.7217	Uniforms	\$1,000.00	
						101-6616-446.7254	Building Supplies	\$3,000.00	
						101-6616-446.7305	Operating Equipment	\$3,000.00	
						101-6616-446.8201	Telephone	\$500.00	
						101-6616-446.8306	Education	\$1,000.00	
						101-6616-446.8360	Maint & Upkeep	\$2,000.00	
						101-6616-446.8501	Utilities	\$43,000.00	
						101-6616-446.8670	Civil Defense Siren Repl.	\$3,000.00	
						101-6616-446.9201	Equipment	\$13,000.00	
					(\$74,310.00)			\$74,310.00	
<b>Golf Capital</b>	296-6623-423.9201	Structures Improvements & Bldgs.	\$55,000.00	\$165,000.00	(\$110,000.00)	296-0000-104.0000	Golf Capital Cash Reserves	\$110,000.00	Unexpected building repair cost for the Golf Pro Shop and timing of Pheasant Ridge cart path project offset with cash reserves.
					(\$110,000.00)			\$110,000.00	
<b>Engineering</b>	101-6625-432.7299	Postage	\$4,000.00	\$5,000.00	(\$1,000.00)	101-6625-432.7108	Public Advertising	\$1,000.00	Over expended line items offset by underspent line items.
	101-6625-432.8101	Professional Services	\$0.00	\$5,000.00	(\$5,000.00)	101-6625-432.8625	Engineering & Architect Services	\$5,000.00	
	101-6625-432.8144	USGS River Gauge	\$12,500.00	\$13,100.00	(\$600.00)	101-6625-432.8629	Lab & Testing	\$600.00	
				(\$6,600.00)			\$6,600.00		
<b>Storm Water</b>	555-6630-432.8304	Dues & Memberships	\$10,000.00	\$10,705.00	(\$705.00)	555-6630-432.86-26	Arc Map Modeling	\$705.00	Over expended line items offset by underspent line items.
	555-6630-432.8501	Utilities	\$0.00	\$1,000.00	(\$1,000.00)	555-6630-432.8620	Storm Sewers	\$9,900.00	
	555-6630-432.8634	Billing & Collections	\$70,330.00	\$79,230.00	(\$8,900.00)			\$10,605.00	
				(\$10,605.00)			\$10,605.00		
<b>Parks</b>	101-6633-423.6401	Health Insurance Prem.	\$54,870.00	\$62,020.00	(\$7,150.00)	101-6633-423.6601	IPERS	\$7,150.00	Over expended line items offset by underspent line items.
	101-6633-423.8304	Dues & Memberships	\$700.00	\$950.00	(\$250.00)	101-6633-423.7201	Oper/Supplies	\$5,490.00	
	101-6633-423.8305	Travel (Food/Mileage/Lodge)	\$720.00	\$1,500.00	(\$780.00)				
	101-6633-423.8306	Education	\$2,540.00	\$3,000.00	(\$460.00)				
	101-6633-423.8848	Bwoods CampGr H/M	\$0.00	\$2,000.00	(\$2,000.00)				
	101-6633-423.9301	Equipment	\$9,000.00	\$11,000.00	(\$2,000.00)				
	101-6633-423.9201	Structure Improvements & Bldg.	\$124,000.00	\$161,262.00	(\$37,262.00)	101-6633-356.6100	Park Receipts Revenue	\$37,262.00	Over expended line item offset by private donation reimbursements for Place to Play Park
					(\$49,902.00)			\$49,902.00	
<b>Street Construction - O&amp;M</b>	206-6637-436.6103	Overtime	\$20,450.00	\$30,450.00	(\$10,000.00)	206-6637-436.6101	Full-time Wages	\$10,000.00	Over expended line items offset by underspent line items.
	206-6637-436.7217	Uniforms	\$3,590.00	\$5,190.00	(\$1,600.00)	206-6637-436.7305	Oper/Equip	\$4,000.00	
	206-6637-436.7257	Ice Control	\$300,000.00	\$315,000.00	(\$15,000.00)	206-6637-436.7337	Crack Sealing	\$32,700.00	
	206-6637-436.7299	Postage	\$0.00	\$100.00	(\$100.00)	206-6637-436.8151	Post Employment Physicals	\$3,000.00	
	206-6637-436.7332	Streets	\$127,000.00	\$150,000.00	(\$23,000.00)	206-6637-436.8152	Drug Screen	\$3,000.00	
	206-6637-436.8118	INRCOG	\$7,190.00	\$7,195.00	(\$5.00)	206-6637-436.8170	Contract Services	\$2,065.00	
	206-6637-436.8201	Telephone	\$2,400.00	\$4,000.00	(\$1,600.00)				
	206-6637-436.8306	Education	\$3,040.00	\$6,500.00	(\$3,460.00)				
	206-6637-436.9301	Equipment	\$484,000.00	\$1,034,000.00	(\$550,000.00)	206-0000-104.0000	Street Construction Cash	\$136,000.00	
						206-0000-371.0100	Street Const.-Misc. Revenue	\$400,000.00	
						206-6637-436.8981	Cafeteria Plan	\$4,000.00	
						206-6637-436.6101	Full-time Wages	\$6,000.00	
						206-6637-436.6401	Health Insurance Premiums	\$4,000.00	
	206-6637-436.9293	W 27th Street Recons.	\$0.00	\$2,750,000.00	(\$2,750,000.00)	206-6637-436.9201	Structure Improv. & Bldg.	\$757,000.00	
					206-0000-371.0100	Street Const.-Misc. Revenue	\$1,993,000.00		
206-6637-436.9251	Seal Coat Program	\$0.00	\$150,000.00	(\$150,000.00)	206-6637-436.9201	Structure Improv. & Bldg.	\$150,000.00		
206-6637-436.9281	Permeable Alley Program	\$0.00	\$315,000.00	(\$315,000.00)	206-6637-436.9201	Structure Improv. & Bldg.	\$315,000.00		
				(\$3,819,765.00)			\$3,819,765.00		

<b>Street Construction - Traffic</b>	206-6647-436.7101	Office Supplies	\$170.00	\$500.00	(\$330.00)	206-6647-436.6101	Full-time Wages	\$2,000.00	Over expended line items offset by underspent line items.
	206-6647-436.7201	Operating Supplies	\$14,000.00	\$16,500.00	(\$2,500.00)	206-6647-436.6401	Health Insurance Premiums	\$4,000.00	
	206-6647-436.7211	Dues, Books, Magazines	\$170.00	\$300.00	(\$130.00)	206-6647-436.8201	Telephone	\$450.00	
	206-6647-436.7217	Uniforms	\$590.00	\$690.00	(\$100.00)	206-6647-436.8305	Travel (Food/Mileage/Lodge)	\$1,000.00	
	206-6647-436.7260	Safety Supplies	\$1,080.00	\$1,300.00	(\$220.00)	206-6647-436.8306	Education	\$1,500.00	
	206-6647-436.7312	Traffic Signals	\$18,500.00	\$20,000.00	(\$1,500.00)	206-6647-436.8619	Traffic Signal Repair	\$1,000.00	
	206-6647-436.7325	Traffic Signs	\$21,000.00	\$22,500.00	(\$1,500.00)	206-6647-436.9201	Structure Improv & Bldg	\$41,330.00	
	206-6647-436.8501	Utilities	\$0.00	\$45,000.00	(\$45,000.00)				
								\$51,280.00	
<b>Refuse</b>	551-6685-436.6103	Overtime	\$11,330.00	\$25,000.00	(\$13,670.00)	551-0000-104.0000	Refuse Cash Reserves	\$8,690.00	Over spent line items offset by cash reserves and underspent line items.
	551-6685-436.6403	Life Insurance	\$1,100.00	\$1,130.00	(\$30.00)	551-6675-436.7201	Refuse Admin Oper. Supplies	\$500.00	
	551-6685-436.6404	Ltd Insurance	\$1,440.00	\$1,480.00	(\$40.00)	551-6675-436.7219	Refuse Admin - Printing	\$500.00	
	551-6685-436.7219	Printing	\$1,670.00	\$2,170.00	(\$500.00)	551-6675-436.7299	Refuse Admin -Postage	\$500.00	
	551-6685-436.7299	Postage	\$1,570.00	\$2,920.00	(\$1,350.00)	551-6685-436.6102	Part-time Wages	\$7,000.00	
	551-6685-436.7305	Operating Equip.	\$11,000.00	\$22,000.00	(\$11,000.00)	551-6685-436.6601	IPERS	\$3,000.00	
	551-6685-436.8101	Professional Services	\$0.00	\$3,000.00	(\$3,000.00)	551-6685-436.7105	Advertising	\$1,000.00	
	551-6685-436.8606	Education	\$1,700.00	\$3,000.00	(\$1,300.00)	551-6685-436.7201	Operating Supplies	\$2,000.00	
	551-6685-436.8609	Office Machine Maint	\$300.00	\$600.00	(\$300.00)	551-6685-436.7266	Dumpster Replace.	\$7,000.00	
	551-6685-436.8634	Billing & Collections	\$70,330.00	\$79,230.00	(\$8,900.00)	551-6685-436.7306	Building Repair	\$3,000.00	
	551-6685-436.8637	Refuse Cart Tracking SW	\$5,000.00	\$35,000.00	(\$30,000.00)	551-6685-436.8151	Post-employment Physicals	\$600.00	
	551-6685-436.8915	Credit Card Charges	\$0.00	\$5,000.00	(\$5,000.00)	551-6685-436.8152	Drug Testing	\$2,000.00	
						551-6685-436.8201	Telephone	\$1,000.00	
						551-6685-436.8601	Repair & Maint	\$300.00	
						551-6685-436.8635	Scales	\$4,000.00	
						551-6685-436.8636	Transfer Station Maint	\$2,000.00	
						551-6685-436.8981	Cafeteria Plan	\$4,000.00	
						551-6685-436.9201	Structure Improv/Bldg	\$28,000.00	
	551-6685-436.9301	Equipment	\$390,000.00	\$715,000.00	(\$325,000.00)	551-0000-104.0000	Refuse Cash Reserves	\$325,000.00	Over expended due to supply chain issues for FY23 garbage truck, offset with cash reserves
								\$400,090.00	
<b>Storm Water Bond</b>	541-6630-432.9201	Storm Water Capital	\$0.00	\$110,000.00	(\$110,000.00)	541-0000-104.0000	Bond Fund Cash Reserves	\$110,000.00	Over expenditure will be offset by bond proceeds already sold.
								\$110,000.00	
<b>Water Reclamation</b>	552-6665-436.7101	Office Supplies	\$500.00	\$1,000.00	(\$500.00)	552-6665-436.7106	Office Equipment	\$1,000.00	Over expended line items offset by underspent line items.
	552-6665-436.7217	Uniforms	\$3,000.00	\$3,500.00	(\$500.00)	552-6665-436.7453	CCTV Equipment	\$6,000.00	
	552-6665-436.7260	Safety Supplies	\$8,000.00	\$12,000.00	(\$4,000.00)	552-6665-436.7496	Flood Control	\$2,000.00	
	552-6665-436.7299	Postage	\$600.00	\$800.00	(\$200.00)	552-6665-436.8151	Post-employment Physicals	\$1,100.00	
	552-6665-436.7367	Odor Control	\$10,000.00	\$12,000.00	(\$2,000.00)	552-6665-436.8152	Drug Testing	\$1,000.00	
	552-6665-436.7368	Polymer	\$30,000.00	\$41,000.00	(\$11,000.00)	552-6665-436.8201	Telephone	\$1,500.00	
	552-6665-436.7406	Bldg & Grounds	\$6,000.00	\$6,500.00	(\$500.00)	552-6665-436.8501	Utilities	\$19,740.00	
	552-6665-436.7413	PW Repair Supplies	\$35,000.00	\$38,000.00	(\$3,000.00)	552-6665-436.8703	Rental Equipment	\$5,000.00	
	552-6665-436.8304	Dues & Memberships	\$2,000.00	\$2,500.00	(\$500.00)	552-6665-436.8981	Cafeteria Plan	\$4,000.00	
	552-6665-436.8634	Billing & Collections	\$70,300.00	\$79,200.00	(\$8,900.00)				
	552-6665-436.8904	Sales Tax	\$115,760.00	\$126,000.00	(\$10,240.00)				
								\$41,340.00	
<b>Vehicle Maintenance</b>	685-6698-446.6103	Overtime	\$5,150.00	\$6,150.00	(\$1,000.00)	685-6698-446.6101	Full-time Wages	\$1,000.00	Over expended line items offset by underspent line items.
	685-6698-446.6401	Health Insurance Premium	\$63,910.00	\$74,510.00	(\$10,600.00)	685-6698-446.6102	Part-time Wages	\$4,000.00	
	685-6698-446.6708	Work by Outside Agency	\$100,000.00	\$125,000.00	(\$25,000.00)	685-6698-446.6501	FICA	\$3,000.00	
						685-6698-446.6601	IPERS	\$3,600.00	
						685-6698-446.7254	Building Supplies	\$3,000.00	
						685-6698-446.7260	Vehicle Supplies	\$9,000.00	
						685-6698-446.8601	Repair & Maintenance	\$1,500.00	
						685-6698-446.8604	Radio & Communication	\$7,500.00	
						685-6698-446.8615	Tire Repairs	\$4,000.00	
	685-6698-446.9301	Equipment	\$345,000.00	\$479,000.00	(\$134,000.00)	685-0000-104.0000	Vehicle Maint. Cash Reserves	\$100,000.00	Supply chain issues; purchased FY25 squad cars (2) and van for Hearst Center this fiscal year when vehicles were available, offset by cash reserves and additional miscellaneous revenue.
						685-0000-371.5100	Vehicle Maint. Misc. Revenue	\$34,000.00	
								\$170,600.00	
								\$4,846,002.00	
<b>TOTAL ADJUSTMENTS</b>									
<b>GEN FUND CASH USED BY P.W.</b>									\$0.00



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ADOPTING AND LEVYING THE FINAL  
SCHEDULE OF ASSESSMENTS FOR THE  
2023 SIDEWALK ASSESSMENT PROJECT, ZONE 1**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has received the final schedule of assessments showing the assessments proposed to be made for the construction of the 2023 Sidewalk Assessment Project, Zone 1, Cedar Falls, Iowa, completed under contract by Boulder Contracting, LLC, and

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said schedule of assessments; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of construction of the said improvements. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements.

**NOW THEREFORE**, be it resolved that said assessments of \$500.00 or more shall be payable in five (5) equal installments and shall bear interest at the rate of nine percent (9%) per annum, the maximum rate permitted by law, from the date of acceptance of the improvements (March 4, 2024); the first installment of each assessment, or total amount thereof, if it be less than \$500, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable with interest on the whole unpaid amount on July 1, 2025; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1<sup>st</sup> annually thereafter, and shall be paid at the same time and in the same manner as the September semi-annual payment of ordinary taxes. Said assessments shall be payable at the office of the County Treasurer of Black Hawk County, Iowa.

**BE IT FURTHER RESOLVED**, that the City Clerk be and is hereby authorized and directed to certify said final assessments to the County Treasurer of Black Hawk County, Iowa, to be collected in the same manner as property taxes.

**APPROVED AND ADOPTED** this 6<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Daniel Laudick, Mayor

**ATTEST:**

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

**FINAL SCHEDULE OF ASSESSMENTS FOR THE  
2023 SIDEWALK ASSESSMENT PROJECT,  
ZONE 1  
  
CEDAR FALLS, IOWA**

**2023 SIDEWALK ASSESSMENT PROJECT  
CITY PROJECT NUMBER SW-000-3301**

**FINAL STATEMENT OF EXPENDITURES FOR MATERIAL & LABOR**

Property Owner	Mailing Address	City	St.	Zip	Location	Legal Description	Total Due	PAID
Jenifer Ward	1504 W. 3rd St.	Cedar Falls	IA	50613	1504 W. 3rd	8914-11-258-008	\$590.93	X \$590.93
Melissa L. Beall	1607 W. 4th St.	Cedar Falls	IA	50613	1607 W. 4th	8914-11-258-014	\$1,079.22	X \$1,079.22
Randel D. Petersen	2805 Dover Dr.	Mckinney	TX	75069	1415 W. 2nd	8914-11-253-009	\$548.23	X \$548.23
Larsen Rentals	220 W Lone Tree Rd.	Cedar Falls	IA	50613	1405 W. 2nd	8914-11-253-004	\$453.08	
SINDT Properties LLC	107 Fieldstone Dr.	Reinbeck	IA	50669	1323 W. 2nd	8914-11-254-007	\$473.79	X \$473.79
Lori R. Rodgers	1309 W. 2nd St.	Cedar Falls	IA	50613	1309 W. 2nd	8914-11-254-005	\$791.60	
John H. Allan	4129 Thresher Ct.	Cedar Falls	IA	50613	1304 W. 2nd	8914-11-257-004	\$1,365.12	X \$1,365.12
Scott A. Green	20298 Y Ave.	Burlington Junction	MO	64428	1323 W. 3rd	8914-11-257-007	\$612.69	X \$612.69
Justin L Reardon	1303 W. 4th St.	Cedar Falls	IA	50613	1303 W. 4th	8914-11-260-005	\$808.28	X \$808.28
Marilyn Andersen	1222 W. 1st St.	Cedar Falls	IA	50613	1222 W. 1st	8914-11-276-030	\$969.38	X \$969.38
Carly Steiert	1227 W. 2nd St.	Cedar Falls	IA	50613	1227 W. 2nd	8914-11-276-015	\$808.28	X \$808.28
Lawrence M. Lyons	1203 W. 2nd St.	Cedar Falls	IA	50613	1203 W. 2nd	8914-11-276-012	\$390.99	X \$390.99
Brandon Holcomb	1222 W. 2nd St.	Cedar Falls	IA	50613	1222 W. 2nd	8914-11-279-017	\$948.58	
Kasey N. Westley	1215 W. 3rd St.	Cedar Falls	IA	50613	1215 W. 3rd	8914-11-279-015	\$1,142.53	X \$1,142.53
Michael O. Kittleson Trust	1703 220th St.	Waverly	IA	50677	1216 W. 3rd	8914-11-282-002	\$2,145.02	X \$2,145.02
Lorraine D. Meyer	1110 W. 3rd St.	Cedar Falls	IA	50613	1110 W. 3rd	8914-11-282-007	\$558.74	X \$558.74
Ashlee M. Mclane	1021 W. 2nd St.	Cedar Falls	IA	50613	1021 W. 2nd	8914-11-277-004	\$473.79	X \$473.79
Sara J. Syhlman	1024 W. 2nd St.	Cedar Falls	IA	50613	1024 W. 2nd	8914-11-280-001	\$575.99	X \$575.99
Schuerman Properties LLC	PO Box 214	Cedar Falls	IA	50613	1008 W. 2nd	8914-11-280-004	\$2,469.34	
Lisa S. Proctor	802 N Johnson St	Parkersburg	IA	50665	216 Catherine	8914-11-280-012	\$559.89	X \$559.89
Gregory A. Houseal	817 W. 2nd St.	Cedar Falls	IA	50613	817 W. 2nd	8914-12-152-008	\$2,027.94	X \$2,027.94
Kassie Walton	813 W. 2nd St.	Cedar Falls	IA	50613	813 W. 2nd	8914-12-152-007	\$418.59	
Dora L. Williams	829 W. 3rd St.	Cedar Falls	IA	50613	829 W. 3rd	8914-11-281-009	\$487.59	X \$487.59
Kelly Boeschen	825 W. 3rd St.	Cedar Falls	IA	50613	825 W. 3rd	8914-11-281-007	\$487.59	X \$487.59
Brad W. Hunter	809 W. 3rd St.	Cedar Falls	IA	50613	809 W. 3rd	8914-12-156-006	\$794.48	
RENTCF LLC	2501 Falls Ave	Waterloo	IA	50701	203 Olive St.	8914-12-156-002	\$402.64	
Christopher Olsen	PO BOX 482	Cedar Falls	IA	50613	803 W. 4th	8914-12-160-007	\$966.93	X \$966.93
Mark E. Ludwig	109 Walnut St.	Cedar Falls	IA	50613	109 Walnut	8914-12-153-004	\$644.26	X \$644.26
Joshua 24 15 Properties LLC	PO Box 304	Cedar Falls	IA	50613	121 Walnut	8914-12-153-006	\$918.68	
Cade D. Kramer	716 W. 2nd St.	Cedar Falls	IA	50613	716 W. 2nd	8914-12-157-002	\$471.39	X \$471.39
Emily A. Eisenman	202 Olive St. Apt 206	Cedar Falls	IA	50613	202 Olive	8914-12-157-001	\$904.88	X \$904.88
Welsch Investments LLC	6701 Strayer Rd.	Cedar Falls	IA	50613	209 Walnut	8914-12-157-012	\$1,088.58	
Zachary Wolf	3725 Southlawn Rd.	Cedar Falls	IA	50613	723 W. 3rd	8914-12-157-008	\$2,152.34	X \$2,152.34
Victoria Hoffman	709 W. 3rd St.	Cedar Falls	IA	50613	709 W. 3rd	8914-12-157-006	\$574.84	
Larry E. Evans	716 W. 3rd St.	Cedar Falls	IA	50613	716 W. 3rd	8914-12-161-002	\$1,293.57	X \$1,293.57
Robert M. Green	314 Olive St.	Cedar Falls	IA	50613	314 Olive	8914-12-161-011	\$870.53	X \$870.53
Lori L. Dove	715 W. 4th St.	Waterloo	IA	50701	715 W. 4th	8914-12-161-009	\$964.38	X \$964.38
Alexander J. Lyles	321 Walnut St.	Cedar Falls	IA	50613	321 Walnut	8914-12-161-013	\$3,213.11	
Christopher T. Rew	719 W. 5th St.	Cedar Falls	IA	50613	719 W. 5th	8914-12-302-008	\$1,060.23	
Casey W. Anderson	122 Walnut St.	Cedar Falls	IA	50613	122 Walnut	8914-12-154-006	\$693.71	
Heather Miller	622 W. 2nd St.	Cedar Falls	IA	50613	622 W. 2nd	8914-12-158-001	\$1,872.59	

HN Properties LLC	PO Box 183	Cedar Falls	IA	50613	220/222 Walnut	8914-12-158-010	\$932.48	X	\$932.48
Nathaniel S. Beach	1759 Thrush Dr.	Waterloo	IA	50701	609 W. 3rd	8914-12-158-008	\$872.78	X	\$872.78
Scott A. Green	20298 Y Ave.	Burlington Junction	MO	64428	606 W. 2nd	8914-12-158-003	\$957.43	X	\$957.43
Bryce Steiert	2608 Pleasant Dr	Cedar Falls	IA	50613	621 W. 4th	8914-12-162-010	\$1,356.47		
Owen and Van Swol Enterprises L	323 Iowa St.	Cedar Falls	IA	50613	323 Iowa	8914-12-162-007	\$2,373.89		
Cole Galles	624 W. 4th St.	Cedar Falls	IA	50613	624 W. 4th	8914-12-303-001	\$815.38	X	\$815.38
CND Properties LLC	5110 Algonquin Dr.	Cedar Falls	IA	50613	409 Iowa	8914-12-303-005	\$512.84	X	\$512.84
Mary E. Nicol	818 Latham Place	Cedar Falls	IA	50613	623 W. 6th	8914-12-307-007	\$934.78	X	\$934.78
C and H Holdings LLC	7314 Chancellor Dr.	Cedar Falls	IA	50613	523 W. 2nd	8914-12-155-018	\$1,222.42	X	\$1,222.42
Joshua S. Harding	523 W. 4th St.	Cedar Falls	IA	50613	524 W. 4th	8914-12-304-001	\$2,817.63		
Travis Carolan	5232 Metz Rd.	Cedar Falls	IA	50613	422 Iowa	8914-12-304-009	\$918.68	X	\$918.68
Carol Wellman	1008 North Sheridan Rd.	Waukegan	IL	60085	423 W. 2nd	8914-12-177-004	\$574.84		
Josh Harding	523 W. 4th St.	Cedar Falls	IA	50613	121 Franklin	8914-12-177-003	\$918.68		
Jeremy L. Kieffer	322 Tremont St.	Cedar Falls	IA	50613	322 Tremont	8914-12-185-008	\$1,120.78	X	\$1,120.78
Mark Clay	420 W. 4th St.	Cedar Falls	IA	50613	420 W. 4th	8914-12-326-001	\$473.79		
Derick Rogers	2026 Richard Rd.	Cedar Falls	IA	50613	426 W. 5th	8914-12-331-001	\$1,036.93	X	\$1,036.93
Cedar Falls Historical Society	303 Clay St.	Cedar Falls	IA	50613	308 W. 3rd	8914-12-186-003	\$918.68	X	\$918.68
Simmer Vollaro LLC	1171 Lawrence Ave.	Westfield	NJ	07090	307 Clay	8914-12-186-004	\$565.03	X	\$565.03
Simmer Vollaro LLC	1171 Lawrence Ave.	Westfield	NJ	07090	309 Clay	8914-12-186-004	\$991.87	X	\$991.87
Maka Properties LLC	907 Sheridan Rd.	Waterloo	IA	50701	501 Clay	8914-12-332-003	\$1,159.73		
SRE Holdings LLC	2110 Flynn Dr.	Cedar Falls	IA	50613	403 Washington	8914-12-328-003	\$978.33	X	\$978.33
Chris & Eaula Saltzman	821 College St.	Cedar Falls	IA	50613	821 College	8914-11-478-005	\$563.29	X	\$563.29
							\$63,091.05		\$37,715.97
<b>BALANCE DUE</b>							<b>\$25,375.08</b>		



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

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**TO:** Mayor Laudick and City Council Members  
**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager  
**DATE:** March 5, 2024  
**SUBJECT:** City Code of Ordinances Change Request – Art and Culture

Attached please find recommended changes to the City Code of Ordinances Chapter 17, Article VIII. Art and Culture Center and Board.

The document is red-lined so you can easily see proposed updates. Changes were made to update center name, update the division name to Tourism - removing the Visitors wording, update the department director title, shift the HR function of annual evaluations to city staff, and simplify the description of art objects.

These changes have been discussed and approved by the Art & Culture Board and staff recommends City Council approval.

Cc: Stephanie Houk Sheetz, Community Development Director

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE **1)** AMENDING SECTION 17-133, ART AND CULTURE BOARD ESTABLISHED, TO RENAME THE CENTER FOR THE ARTS; AND **2)** AMENDING SECTION 17-138, ABSENCE OF MEMBERS FROM BOARD MEETINGS, TO CLARIFY ATTENDANCE REQUIREMENTS; AND **3)** AMENDING SECTION 17-139, DIRECTOR OF MUNICIPAL OPERATIONS AND PROGRAMS TO SERVE AS EX-OFFICIO MEMBER OF BOARD, TO CHANGE THE CITY STAFF POSITION SERVING AND TO CHANGE THE TITLE OF THE SECTION; AND **4)** AMENDING SECTION 17-140, POWERS AND DUTIES OF BOARD, TO CLARIFY CERTAIN DUTIES OF THE BOARD, ALL IN ARTICLE III, ART AND CULTURE CENTER AND BOARD, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 17-133, Art and Culture Center Established, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-133, Art and Culture Center Established, is enacted in lieu thereof, as follows:

**Sec. 17-133. Art and culture center established.**

There is hereby established a municipal art and culture center, to be known as the ~~James and Meryl~~ Hearst ~~Art and Culture~~ Center for the Arts.

(Code 2017, § 20-156; Ord. No. 2823, § 2, 6-23-2014)

*Section 2.* Section 17-138, Absence of Board Members from Board Meetings, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-138, Absence of Board Members from Board Meetings, is enacted in lieu thereof, as follows:

**Sec. 17-138. Absence of members from board meetings.**

Members of the art and culture board leaving their residence in the city or absent from three consecutive meetings on the board or five meetings within one year, except in the case of sickness or temporary absence from the city, without due explanation of absence, shall surrender their office. The mayor shall then fill the vacant position, with city council approval.

(Code 2017, § 20-161; Ord. No. 2823, § 2, 6-23-2014)

*Section 3.* Section 17-139, Director of Municipal Operations and Programs to Serve as Ex-Officio Member of Board, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-139, Director of Community Development to Serve as Ex-Officio Member of Board, is enacted in lieu thereof, as follows:

**Sec. 17-139. Director of community development~~municipal operations and programs~~ to serve as ex-officio member of board.**

The director of community development~~municipal operations and programs~~ shall serve as an ex-officio member of the art and culture board, without voting privileges.

(Code 2017, § 20-162; Ord. No. 2823, § 2, 6-23-2014)

*Section 4.* Section 17-140, Powers and Duties of Board, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-140, Powers and Duties of Board, is enacted in lieu thereof, as follows:

**Sec. 17-140. Powers and duties of board.**

The city art and culture board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes.
- (2) To develop and provide an art and culture program for the citizens of the city based on the level of financial support provided by the city council and other entities.
- (3) To determine the operations and programming policy for the city art and culture center, which will be administered by the department of community development through the ~~visitors and~~ tourism/cultural programs division manager.
- (4) To participate, if requested by the director of community development, in the selection process of the ~~visitors and~~ tourism/cultural programs division manager.
- ~~(5) Jointly with the director of municipal operations and programs, to evaluate the performance of the visitors and tourism/cultural programs division manager on a yearly basis.~~
- (56) To make recommendations to the city council regarding the disposition of all gifts, allocations, devices and bequests that may be made in the city for the purpose of establishing, increasing or improving the city art and culture program or the development of the art and culture center. However, when any such gift, donation, devise or bequest is conditioned on any act of the city, the city council must first determine whether such condition can be met.
- ~~(67)~~ To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the provision of art, theater, music or other cultural services.
- ~~(78)~~ On behalf of the city, to accept gifts or purchase works of art ~~and select or make purchases of pictures, portraits, statuary and relics, and other objects of art, in the original and in replicas or copies, books, periodicals, papers and journals on the subject of art, and furniture, fixtures, stationery and supplies for such art.~~
- (89) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-163; Ord. No. 2823, § 2, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_

Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_

Kim Kerr, CMC, City Clerk



## ORDINANCE NO. 3054

AN ORDINANCE **1)** AMENDING SECTION 17-133, ART AND CULTURE BOARD ESTABLISHED, TO RENAME THE CENTER FOR THE ARTS; AND **2)** AMENDING SECTION 17-138, ABSENCE OF MEMBERS FROM BOARD MEETINGS, TO CLARIFY ATTENDANCE REQUIREMENTS; AND **3)** AMENDING SECTION 17-139, DIRECTOR OF MUNICIPAL OPERATIONS AND PROGRAMS TO SERVE AS EX-OFFICIO MEMBER OF BOARD, TO CHANGE THE CITY STAFF POSITION SERVING AND TO CHANGE THE TITLE OF THE SECTION; AND **4)** AMENDING SECTION 17-140, POWERS AND DUTIES OF BOARD, TO CLARIFY CERTAIN DUTIES OF THE BOARD, ALL IN ARTICLE III, ART AND CULTURE CENTER AND BOARD, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 17-133, Art and Culture Center Established, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-133, Art and Culture Center Established, is enacted in lieu thereof, as follows:

**Sec. 17-133. Art and culture center established.**

There is hereby established a municipal art and culture center, to be known as the Hearst Center for the Arts.

(Code 2017, § 20-156; Ord. No. 2823, § 2, 6-23-2014)

*Section 2.* Section 17-138, Absence of Board Members from Board Meetings, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-138, Absence of Board Members from Board Meetings, is enacted in lieu thereof, as follows:

**Sec. 17-138. Absence of members from board meetings.**

Members of the art and culture board leaving their residence in the city or absent from three consecutive meetings on the board or five meetings within one year, except in the case of sickness or temporary absence from the city, without due explanation of absence, shall surrender their office. The mayor shall then fill the vacant position, with city council approval.

(Code 2017, § 20-161; Ord. No. 2823, § 2, 6-23-2014)

*Section 3.* Section 17-139, Director of Municipal Operations and Programs to Serve as Ex-Officio Member of Board, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-139, Director of Community Development to Serve as Ex-Officio Member of Board, is enacted in lieu thereof, as follows:

**Sec. 17-139. Director of community development to serve as ex-officio member of board.**

The director of community development shall serve as an ex-officio member of the art and culture board, without voting privileges.

(Code 2017, § 20-162; Ord. No. 2823, § 2, 6-23-2014)

*Section 4.* Section 17-140, Powers and Duties of Board, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-140, Powers and Duties of Board, is enacted in lieu thereof, as follows:

**Sec. 17-140. Powers and duties of board.**

The city art and culture board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes.
- (2) To develop and provide an art and culture program for the citizens of the city based on the level of financial support provided by the city council and other entities.
- (3) To determine the operations and programming policy for the city art and culture center, which will be administered by the department of community development through the tourism/cultural programs division manager.
- (4) To participate, if requested by the director of community development, in the selection process of the tourism/cultural programs division manager.
- (5) To make recommendations to the city council regarding the disposition of all gifts, allocations, devices and bequests that may be made in the city for the purpose of establishing, increasing or improving the city art and culture program or the development of the art and culture center. However, when any such gift, donation, devise or bequest is conditioned on any act of the city, the city council must first determine whether such condition can be met.
- (6) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the provision of art, theater, music or other cultural services.
- (7) On behalf of the city, to accept gifts or purchase works of art.
- (8) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-163; Ord. No. 2823, § 2, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

INTRODUCED: \_\_\_\_\_ April 1, 2024 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ April 1, 2024 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ April 15, 2024 \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**TOURISM AND CULTURAL PROGRAMS**  
6510 HUDSON ROAD  
CEDAR FALLS, IOWA 50613  
PH: 319-268-4266

**MEMORANDUM**

**TO:** Mayor Laudick and City Council Members  
**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager  
**DATE:** March 25, 2024  
**SUBJECT:** City Code of Ordinances Change Request – Tourism Board

Attached please find recommended changes to the City Code of Ordinances Chapter 17, Article VIII. Visitors And Tourism Board.

The document is red-lined so you can easily see proposed updates. Most of the changes were made to update the division name to Tourism, removing the Visitors wording.

Another change is reducing the number of board members from nine to seven. This board has struggled to meet the quorum requirements and recruit the needed number of board members. The final change shifts HR functions of hiring and evaluations to city staff.

These changes have been discussed and approved by the Tourism board and staff recommends City Council approval.

Cc: Stephanie Houk Sheetz, Community Development Director

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ARTICLE III, VISITORS AND TOURISM BOARD, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA CONSISTING OF SECTION 17-299, CREATED; SECTION 17-300, MEMBERSHIP OF BOARD; APPOINTMENT OF MEMBERS; SECTION 17-301, TERM OF OFFICE OF BOARD MEMBERS; SECTION 17-302, COMPENSATION OF MEMBERS OF BOARD; SECTION 17-303, ABSENCE OF MEMBERS FROM BOARD MEETINGS; SECTION 17-304, DIRECTOR OF COMMUNITY DEVELOPMENT TO SERVE AS EX-OFFICIO MEMBER OF BOARD; SECTION 17-305, POWERS AND DUTIES OF BOARD; AND SECTION 17-306, APPROPRIATION OF FUNDS FOR VISITORS AND TOURISM SERVICES AND PROGRAMS, BY STRIKING SAID ARTICLE IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW ARTICLE III, TOURISM BOARD, CONSISTING OF THE SAME SECTIONS WITH THE SAME TITLES (EXCEPT TO CONFORM TO THE CHANGE OF NAME) SO AS TO CHANGE THE TITLE OF THE VISITORS AND TOURISM BOARD TO THE TOURISM BOARD, TO REDUCE THE NUMBER OF MEMBERS FROM NINE TO SEVEN; TO CLARIFY BOARD MEETING ATTENDANCE REQUIREMENTS; AND TO ELIMINATE BOARD PARTICIPATION IN CITY EMPLOYMENT FUNCTIONS.

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

Article III, Visitors and Tourism Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Article III, Tourism Board, consisting of Section 17-299, Created, Section 17-300, Membership of Board; Appointment of Members, Section 17-301, Term of Office of Board Members, Section 17-302, Compensation of Members of Board, Section 17-303, Absence of Members From Board Meetings, Section 17-304, Director of Community Development to Serve as Ex-Officio Member of Board, Section 17-305, Powers and Duties of Board, and Section 17-306, Appropriation of Funds for Tourism Services and Programs, is enacted in lieu thereof, as follows:

□ **ARTICLE VIII. - ~~VISITORS AND~~ TOURISM BOARD**

**Sec. 17-299. Created.**

There is hereby established in the city a city ~~visitors and~~ tourism board.

(Code 2017, § 20-321; Ord. No. 2823, § 3, 6-23-2014)

### **Sec. 17-300. Membership of board; appointment of members.**

- (a) The city ~~visitors and~~ tourism board shall be composed of seventeen members.
- (b) The members shall be qualified by general knowledge or experience in matters related to ~~visitors and~~ tourism programs.
- (c) Members shall not hold any elective position in the city.
- (d) The members shall be appointed by the mayor, subject to approval of the city council.
- (e) An effort shall be made to appoint members to the board who represent various segments of the hospitality industry, including, festivals, special events, attractions, lodging, dining, the University of Northern Iowa, city businesses, and the community at-large while making a good faith effort to maintain gender equity as required by state law.
- (f) In so far as reasonably practicable, appointees for membership on the board shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the board upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the board on the date of adoption of the ordinance from which this article is derived who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the board until both the expiration of his current term and the member's nonreappointment by the mayor to an additional term.

(Code 2017, § 20-322; Ord. No. 2820, § 1, 6-9-2014; Ord. No. 2823, § 3, 6-23-2014)

### **Sec. 17-301. Term of office of board members.**

The term of office of the members of the city ~~visitors and~~ tourism board shall be three years. Appointments to fill vacancies shall be for the unexpired term of any board member.

(Code 2017, § 20-323; Ord. No. 2823, § 3, 6-23-2014)

### **Sec. 17-302. Compensation of members of board.**

All members of the city ~~visitors and~~ tourism board shall serve without compensation, except for their actual expenses, which shall be subject to the approval of the city council.

(Code 2017, § 20-324; Ord. No. 2823, § 3, 6-23-2014)

### **Sec. 17-303. Absence of members from board meetings.**

Members of the city ~~visitors and~~ tourism board absent from three consecutive or five total meetings of the board in a year, except in the case of sickness or temporary absence from the city, without due explanation of absence, shall surrender their office. The mayor shall then fill the vacant position, with city council approval.

(Code 2017, § 20-325; Ord. No. 2823, § 3, 6-23-2014)

### **Sec. 17-304. Director of community development to serve as ex-officio member of board.**

The director of community development shall serve as an ex-officio member of the city ~~visitors and~~ tourism board, without voting privileges.

(Code 2017, § 20-326; Ord. No. 2823, § 3, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

### Sec. 17-305. Powers and duties of board.

The city ~~visitors and~~ tourism board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To develop and provide ~~visitors and~~ tourism programs for visitors to the city based on the level of financial support provided by the city council and other entities.
- (3) To enhance the economic development of the city by promoting the city as a visitors destination and as a viable setting to hold meetings, conventions, special events and community attractions.
- (4) To determine the operations and programming policy for ~~visitors and~~ tourism events, that will be administered by the department of community development through the manager of ~~visitors and~~ tourism/cultural programs division.
- ~~(5) To participate, if requested by the director of community development, in the selection process of the visitors and tourism/cultural programs division manager.~~
- ~~(6) Jointly with the director of municipal operations and programs, to evaluate the performance of the manager of visitors and tourism/cultural programs division on a yearly basis. The board may recommend to the director that the manager of visitors and tourism/cultural programs division be dismissed for cause, incompetency, inattention to duties or failure to provide satisfactory program leadership, following a vote of two-thirds of the board members and compliance with the city's personnel policy and procedures.~~
- (57) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the use of hotel/motel tax proceeds to support visitors and tourism services.
- (68) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process.
- (79) To recommend to the city council for its approval guidelines and policies related to grant application processes, procedures and authorizations.
- (810) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-327; Ord. No. 2823, § 3, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

### Sec. 17-306. Appropriation of funds for ~~visitors and~~ tourism services and programs.

The city council may annually appropriate a sum of money from the city's share of state hotel/motel tax receipts for the payment of a portion of the expense of operating the ~~visitors and~~ tourism/cultural programs division and programs.

(Code 2017, § 20-328; Ord. No. 2823, § 3, 6-23-2014)

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_

Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_

Kim Kerr, CMC, City Clerk



## ORDINANCE NO. 3055

AN ORDINANCE AMENDING ARTICLE III, VISITORS AND TOURISM BOARD, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA CONSISTING OF SECTION 17-299, CREATED; SECTION 17-300, MEMBERSHIP OF BOARD; APPOINTMENT OF MEMBERS; SECTION 17-301, TERM OF OFFICE OF BOARD MEMBERS; SECTION 17-302, COMPENSATION OF MEMBERS OF BOARD; SECTION 17-303, ABSENCE OF MEMBERS FROM BOARD MEETINGS; SECTION 17-304, DIRECTOR OF COMMUNITY DEVELOPMENT TO SERVE AS EX-OFFICIO MEMBER OF BOARD; SECTION 17-305, POWERS AND DUTIES OF BOARD; AND SECTION 17-306, APPROPRIATION OF FUNDS FOR VISITORS AND TOURISM SERVICES AND PROGRAMS, BY STRIKING SAID ARTICLE IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW ARTICLE III, TOURISM BOARD, CONSISTING OF THE SAME SECTIONS WITH THE SAME TITLES (EXCEPT TO CONFORM TO THE CHANGE OF NAME) SO AS TO CHANGE THE TITLE OF THE VISITORS AND TOURISM BOARD TO THE TOURISM BOARD, TO REDUCE THE NUMBER OF MEMBERS FROM NINE TO SEVEN; TO CLARIFY BOARD MEETING ATTENDANCE REQUIREMENTS; AND TO ELIMINATE BOARD PARTICIPATION IN CITY EMPLOYMENT FUNCTIONS.

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

Article III, Visitors and Tourism Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Article III, Tourism Board, consisting of Section 17-299, Created, Section 17-300, Membership of Board; Appointment of Members, Section 17-301, Term of Office of Board Members, Section 17-302, Compensation of Members of Board, Section 17-303, Absence of Members From Board Meetings, Section 17-304, Director of Community Development to Serve as Ex-Officio Member of Board, Section 17-305, Powers and Duties of Board, and Section 17-306, Appropriation of Funds for Tourism Services and Programs, is enacted in lieu thereof, as follows:

**• ARTICLE VIII. - TOURISM BOARD**

**Sec. 17-299. Created.**

There is hereby established in the city a city tourism board.  
(Code 2017, § 20-321; Ord. No. 2823, § 3, 6-23-2014)

**Sec. 17-300. Membership of board; appointment of members.**

(a) The city tourism board shall be composed of seven members.

- (b) The members shall be qualified by general knowledge or experience in matters related to tourism programs.
- (c) Members shall not hold any elective position in the city.
- (d) The members shall be appointed by the mayor, subject to approval of the city council.
- (e) An effort shall be made to appoint members to the board who represent various segments of the hospitality industry, including, festivals, special events, attractions, lodging, dining, the University of Northern Iowa, city businesses, and the community at-large while making a good faith effort to maintain gender equity as required by state law.
- (f) In so far as reasonably practicable, appointees for membership on the board shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the board upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the board on the date of adoption of the ordinance from which this article is derived who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the board until both the expiration of his current term and the member's non-reappointment by the mayor to an additional term.

(Code 2017, § 20-322; Ord. No. 2820, § 1, 6-9-2014; Ord. No. 2823, § 3, 6-23-2014)

**Sec. 17-301. Term of office of board members.**

The term of office of the members of the city tourism board shall be three years. Appointments to fill vacancies shall be for the unexpired term of any board member.

(Code 2017, § 20-323; Ord. No. 2823, § 3, 6-23-2014)

**Sec. 17-302. Compensation of members of board.**

All members of the city tourism board shall serve without compensation, except for their actual expenses, which shall be subject to the approval of the city council.

(Code 2017, § 20-324; Ord. No. 2823, § 3, 6-23-2014)

**Sec. 17-303. Absence of members from board meetings.**

Members of the city tourism board absent from three consecutive or five total meetings of the board in a year, except in the case of sickness or temporary absence from the city, without due explanation of absence, shall surrender their office. The mayor shall then fill the vacant position, with city council approval.

(Code 2017, § 20-325; Ord. No. 2823, § 3, 6-23-2014)

**Sec. 17-304. Director of community development to serve as ex-officio member of board.**

The director of community development shall serve as an ex-officio member of the city tourism board, without voting privileges.

(Code 2017, § 20-326; Ord. No. 2823, § 3, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

**Sec. 17-305. Powers and duties of board.**

The city tourism board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To develop and provide tourism programs for visitors to the city based on the level of financial support provided by the city council and other entities.
- (3) To enhance the economic development of the city by promoting the city as a visitors destination and as a viable setting to hold meetings, conventions, special events and community attractions.
- (4) To determine the operations and programming policy for tourism events, that will be administered by the department of community development through the manager of tourism/cultural programs division.
- (5) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the use of hotel/motel tax proceeds to support visitors and tourism services.
- (6) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process.
- (7) To recommend to the city council for its approval guidelines and policies related to grant application processes, procedures and authorizations.
- (8) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-327; Ord. No. 2823, § 3, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

**Sec. 17-306. Appropriation of funds for tourism services and programs.**

The city council may annually appropriate a sum of money from the city's share of state hotel/motel tax receipts for the payment of a portion of the expense of operating the tourism/cultural programs division and programs.

(Code 2017, § 20-328; Ord. No. 2823, § 3, 6-23-2014)

INTRODUCED: \_\_\_\_\_ April 1, 2024 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ April 1, 2024 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ April 15, 2024 \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**TOURISM AND CULTURAL PROGRAMS**  
6510 HUDSON ROAD  
CEDAR FALLS, IOWA 50613  
PH: 319-268-4266

**MEMORANDUM**

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**TO:** Mayor Laudick and City Council Members  
**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager  
**DATE:** March 25, 2024  
**SUBJECT:** City Code of Ordinances Change Request – Tourism Board II

Attached please find recommended changes to the City Code of Ordinances Subsection (15) of Section 2-277, Subpart of Subsection (B) of Section 2-654, and Subsection (14) of Section 2-655.

Upon approval of the revisions to the previously mentioned City Code of Ordinances Chapter 17, Article VIII. Visitors And Tourism Board, we suggest these additional updates to keep division and building names consistent throughout the code including the references in sections relating to information provided to City Council and duties of the Director of Community Development.

The document is red-lined so you can easily see proposed updates.

Staff recommends Council approval.

Cc: Stephanie Houk Sheetz, Community Development Director

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CHANGING REFERENCES TO THE VISITORS AND TOURISM BOARD TO REFERENCES TO THE TOURISM BOARD, BY AMENDING THE FOLLOWING:

SUBSECTION (15), OF SECTION 2-277, INFORMATION TO BE PROVIDED TO MAYOR AND COUNCIL, OF DIVISION 1, GENERALLY, OF ARTICLE IV, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION;

SUBPART 1(b) OF SUBSECTION (B), POWERS AND DUTIES, OF SECTION 2-654, DIRECTOR OF COMMUNITY DEVELOPMENT—GENERALLY, OF DIVISION 1, GENERALLY, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION;

SUBSECTION (14), OF SECTION 2-655, DIRECTOR OF COMMUNITY DEVELOPMENT—DUTIES RELATIVE TO BOARDS, COMMISSIONS AND COMMITTEES, OF DIVISION 1, GENERALLY, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION;

ALL IN THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Unnumbered Subsection (15), of Section 2-277, Information to be Provided to Mayor and Council, of Division 1, Generally, of Article IV, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new unnumbered Subsection (15) is enacted in lieu thereof, as follows:

**Sec. 2-277. Information to be provided to mayor and council.**

The following boards and commissions of the city, together with any other boards or commissions of the city established by the city council from time to time, shall provide the mayor and the city council with the following available information as to notice and agenda of official meetings, minutes of all official meetings, financial information and reports, as the information is provided to the following boards and commissions:

[unchanged provisions omitted]

- (15) ~~Visitors and T~~ourism board.

Section 2. Unnumbered Subpart 1(b), of Subsection (b), Powers and Duties, of Section 2-654, Director of Community Development—Generally, of Division 1, Generally, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Unnumbered Subpart 1(b) is enacted in lieu thereof, as follows:

**Sec. 2-654. Director of community development—Generally.**

[unchanged provisions omitted]

(b) *Powers and duties.*

- (1) The director of community development shall supervise, direct and manage the conduct of the following divisions:
  - a. Planning and community services.
  - b. ~~Visitors and T~~ourism/cultural programs.
  - c. Inspection services.
  - d. Recreation and community programs.

Section 2. Unnumbered Subsection (14), of Section 2-655, Director of Community Development—Duties Relative to Boards, Commissions and Committees, of Division 1, Generally, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Unnumbered Subsection (14) is enacted in lieu thereof, as follows:

**Sec. 2-655. Director of community development—Duties relative to boards, commissions and committees.**

The director of community development or the director's designee shall meet regularly with and furnish such assistance and information to the following commissions, boards, committees and other organizations when necessary:

[unchanged provisions omitted]

- (14) ~~Visitors and T~~ourism board.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

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Daniel Laudick, Mayor

ATTEST:

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Kim Kerr, CMC, City Clerk



## ORDINANCE NO. 3056

AN ORDINANCE AMENDING DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, CONSISTING OF SECTION 2-715, CREATED; SECTION 2-716, POWERS AND DUTIES; SECTION 2-717, MANAGER; AND SECTION 2-718, ACTING MANAGER BY STRIKING SAID DIVISION IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, CONSISTING OF THE SAME SECTIONS WITH THE SAME TITLES, SO AS TO CHANGE THE NAME OF THE DIVISION.

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

Division 3, Visitors and Tourism/Cultural Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Division 3, Tourism/Cultural Programs Division, consisting of Section 2-715, Created, Section 2-716, Powers and Duties, Section 2-717, Manager, and Section 2-718, Acting Manager, is enacted in lieu thereof, as follows:

**DIVISION 3. TOURISM/CULTURAL PROGRAMS DIVISION<sup>1</sup> Sec. 2-715. Created**

The tourism/cultural programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-581; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Sec. 2-716. Powers and duties.**

- (a) It shall be the duty of the tourism/cultural programs division of the department of community development to provide tourism programs and services for the visitors and tourists to the city that promote overnight lodging, purchase of goods and services from city businesses, and promote special events, festivals, and attractions in the city; and to provide cultural programs for the citizens of the city, including fine arts, performing arts, spectator arts and crafts.
- (b) The division shall have the power to operate and maintain the tourism/cultural programs services offices, in compliance with the operations and programming policy prescribed by the city tourism board, the director of community development, and the city council; and to

operate and maintain the Hearst Center for the Arts, in compliance with the operations and programming policy prescribed by the city art and culture board, the director of community development, and the city council.

(Code 2017, § 2-582; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Sec. 2-717. Manager.**

- (a) *Appointment.* A tourism/cultural programs division manager shall be appointed by the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Powers and duties.* The tourism/cultural programs division manager shall supervise, direct and manage the tourism/cultural programs division. The manager's powers and duties shall be as follows:
  - (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the tourism/cultural programs division within the parameters of city, departmental, tourism board policies, and art and culture board policies.
  - (2) To make an annual report of the activities of the division for each fiscal year, to be filed with the community development director, the tourism board, the art and culture board, and the city council.
  - (3) To assign the personnel of the tourism/cultural programs division as deemed necessary to carry out the functions of the tourism/cultural programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with city and departmental policies, tourism board policies, and art and culture board policies.
  - (4) To perform or cause to be performed any other duties as directed by the director of community development.
  - (5) To manage the tourism offices, programs and projects in accord with operations and programming policies established by the city tourism board, the director of community development, and the city council; and to manage the Hearst Center for the Arts, in compliance with operations and programming policies established by the city art and culture board, the director of community development, and the city council.
  - (6) To implement a full range of tourism programs for the city within the financial constraints and program offerings recommended by the tourism board and authorized by the city council.
  - (7) To implement a full range of art and cultural programs for the city within the financial constraints and program offerings recommended by the art and culture board and authorized by the city council.
  - (8) To maintain for the city tourism board and for the art and culture board:
    - a. Full and complete records of all proceedings.
    - b. Full and complete records of all receipts and disbursements in conjunction with the financial services division.
    - c. Full and complete records of all donations, devices and bequests received and disbursed, or placed in special accounts in conjunction with the financial services division.

- d. An inventory of all pictures, paintings, statues, relics, books, papers, journals, supplies, equipment, and other property held by the division in the city's name in conjunction with the financial services division.

(Code 2017, § 2-583; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Sec. 2-718. Acting manager.**

Whenever the tourism/cultural programs division 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 community development has not appointed a tourism/cultural programs division manager, the tourism/cultural programs division manager or the director of community development shall appoint a designee who shall have and exercise all the powers and duties of the tourism/cultural programs division manager.

(Code 2017, § 2-584; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Secs. 2-719—2-741. Reserved.**

INTRODUCED: \_\_\_\_\_ April 1, 2024 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ April 1, 2024 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ April 15, 2024 \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**TOURISM AND CULTURAL PROGRAMS**  
6510 HUDSON ROAD  
CEDAR FALLS, IOWA 50613  
PH: 319-268-4266

**MEMORANDUM**

**TO:** Mayor Laudick and City Council Members  
**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager  
**DATE:** March 25, 2024  
**SUBJECT:** City Code of Ordinances Change Request – Tourism Board III

Attached please find recommended changes to the City Code of Ordinances Division 3, Visitors And Tourism/Cultural Programs Division, of Article VI, Department of Community Development, Chapter 2, Administration.

Upon approval of the revisions to the previously mentioned City Code of Ordinances Chapter 17, Article VIII. Visitors And Tourism Board, we suggest these additional updates to keep division and building names consistent throughout the code including the references in sections relating to information about the division and its manager.

The document is red-lined so you can easily see proposed updates.

Staff recommends Council approval.

Cc: Stephanie Houk Sheetz, Community Development Director

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, CONSISTING OF SECTION 2-715, CREATED; SECTION 2-716, POWERS AND DUTIES; SECTION 2-717, MANAGER; AND SECTION 2-718, ACTING MANAGER BY STRIKING SAID DIVISION IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, CONSISTING OF THE SAME SECTIONS WITH THE SAME TITLES, SO AS TO CHANGE THE NAME OF THE DIVISION.

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

Division 3, Visitors and Tourism/Cultural Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Division 3, Tourism/Cultural Programs Division, consisting of Section 2-715, Created, Section 2-716, Powers and Duties, Section 2-717, Manager, and Section 2-718, Acting Manager, is enacted in lieu thereof, as follows:

*DIVISION 3. ~~VISITORS AND~~ TOURISM/CULTURAL PROGRAMS DIVISION<sup>1</sup>*

**Sec. 2-715. Created.**

The ~~visitors and~~ tourism/cultural programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-581; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Sec. 2-716. Powers and duties.**

- (a) It shall be the duty of the ~~visitors and~~ tourism/cultural programs division of the department of community development to provide ~~visitors and~~ tourism programs and services for the visitors and tourists to the city that promote overnight lodging, purchase of goods and services from city businesses, and promote special events, festivals, and attractions in the city; and to provide cultural programs for the citizens of the city, including fine arts, performing arts, spectator arts and crafts.
- (b) The division shall have the power to operate and maintain the ~~visitors and~~ tourism/cultural programs services offices, in compliance with the operations and programming policy prescribed by the city ~~visitors and~~ tourism board, the director of community development, and the city council; and to operate and maintain the ~~James and Meryl~~ Hearst ~~Art and Culture~~ Center for the Arts, in compliance with the operations

and programming policy prescribed by the city art and culture board, the director of community development, and the city council.

(Code 2017, § 2-582; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

### Sec. 2-717. Manager.

- (a) *Appointment.* A ~~visitors and~~ tourism/cultural programs division manager shall be appointed by the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Powers and duties.* The ~~visitors and~~ tourism/cultural programs division manager shall supervise, direct and manage the ~~visitors and~~ tourism/cultural programs division. The manager's powers and duties shall be as follows:
- (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the ~~visitors and~~ tourism/cultural programs division within the parameters of city, departmental, ~~visitors and~~ tourism board policies, and art and culture board policies.
  - (2) To make an annual report of the activities of the division for each fiscal year, to be filed with the community development director, the ~~visitors and~~ tourism board, the art and culture board, and the city council.
  - (3) To assign the personnel of the ~~visitors and~~ tourism/cultural programs division as deemed necessary to carry out the functions of the ~~visitors and~~ tourism/cultural programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with city and departmental policies, ~~visitors and~~ tourism board policies, and art and culture board policies.
  - (4) To perform or cause to be performed any other duties as directed by the director of community development.
  - (5) To manage the ~~visitors and~~ tourism offices, programs and projects in accord with operations and programming policies established by the city ~~visitors and~~ tourism board, the director of community development, and the city council; and to manage the ~~James and Meryl Hearst Art and Culture Center for the Arts~~, in compliance with operations and programming policies established by the city art and culture board, the director of community development, and the city council.
  - (6) To implement a full range of ~~visitors and~~ tourism programs for the city within the financial constraints and program offerings recommended by the ~~visitors and~~ tourism board and authorized by the city council.
  - (7) To implement a full range of art and cultural programs for the city within the financial constraints and program offerings recommended by the art and culture board and authorized by the city council.
  - (8) To maintain for the city ~~visitors and~~ tourism board and for the art and culture board:
    - a. Full and complete records of all proceedings.
    - b. Full and complete records of all receipts and disbursements in conjunction with the financial services division.
    - c. Full and complete records of all donations, devices and bequests received and disbursed, or placed in special accounts in conjunction with the financial services division.
    - d. An inventory of all pictures, paintings, statues, relics, books, papers, journals, supplies, equipment, and other property held by the division in the city's name in conjunction with the financial services division.

(Code 2017, § 2-583; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Sec. 2-718. Acting manager.**

Whenever the ~~visitors and~~ tourism/cultural programs division 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 community development has not appointed a ~~visitors and~~ tourism/cultural programs division manager, the ~~visitors and~~ tourism/cultural programs division manager or the director of community development shall appoint a designee who shall have and exercise all the powers and duties of the ~~visitors and~~ tourism/cultural programs division manager.

(Code 2017, § 2-584; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-201

**Secs. 2-719—2-741. Reserved.**

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

## ORDINANCE NO. 3057

AN ORDINANCE AMENDING DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, CONSISTING OF SECTION 2-715, CREATED; SECTION 2-716, POWERS AND DUTIES; SECTION 2-717, MANAGER; AND SECTION 2-718, ACTING MANAGER BY STRIKING SAID DIVISION IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, CONSISTING OF THE SAME SECTIONS WITH THE SAME TITLES, SO AS TO CHANGE THE NAME OF THE DIVISION.

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

Division 3, Visitors and Tourism/Cultural Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Division 3, Tourism/Cultural Programs Division, consisting of Section 2-715, Created, Section 2-716, Powers and Duties, Section 2-717, Manager, and Section 2-718, Acting Manager, is enacted in lieu thereof, as follows:

**DIVISION 3. TOURISM/CULTURAL PROGRAMS DIVISION<sup>1</sup> Sec. 2-715. Created**

The tourism/cultural programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-581; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Sec. 2-716. Powers and duties.**

- (a) It shall be the duty of the tourism/cultural programs division of the department of community development to provide tourism programs and services for the visitors and tourists to the city that promote overnight lodging, purchase of goods and services from city businesses, and promote special events, festivals, and attractions in the city; and to provide cultural programs for the citizens of the city, including fine arts, performing arts, spectator arts and crafts.
- (b) The division shall have the power to operate and maintain the tourism/cultural programs services offices, in compliance with the operations and programming policy prescribed by the city tourism board, the director of community development, and the city council; and to operate and maintain the Hearst Center for the Arts, in compliance with the operations and



programming policy prescribed by the city art and culture board, the director of community development, and the city council.

(Code 2017, § 2-582; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Sec. 2-717. Manager.**

- (a) *Appointment.* A tourism/cultural programs division manager shall be appointed by the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Powers and duties.* The tourism/cultural programs division manager shall supervise, direct and manage the tourism/cultural programs division. The manager's powers and duties shall be as follows:
  - (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the tourism/cultural programs division within the parameters of city, departmental, tourism board policies, and art and culture board policies.
  - (2) To make an annual report of the activities of the division for each fiscal year, to be filed with the community development director, the tourism board, the art and culture board, and the city council.
  - (3) To assign the personnel of the tourism/cultural programs division as deemed necessary to carry out the functions of the tourism/cultural programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with city and departmental policies, tourism board policies, and art and culture board policies.
  - (4) To perform or cause to be performed any other duties as directed by the director of community development.
  - (5) To manage the tourism offices, programs and projects in accord with operations and programming policies established by the city tourism board, the director of community development, and the city council; and to manage the Hearst Center for the Arts, in compliance with operations and programming policies established by the city art and culture board, the director of community development, and the city council.
  - (6) To implement a full range of tourism programs for the city within the financial constraints and program offerings recommended by the tourism board and authorized by the city council.
  - (7) To implement a full range of art and cultural programs for the city within the financial constraints and program offerings recommended by the art and culture board and authorized by the city council.
  - (8) To maintain for the city tourism board and for the art and culture board:
    - a. Full and complete records of all proceedings.
    - b. Full and complete records of all receipts and disbursements in conjunction with the financial services division.
    - c. Full and complete records of all donations, devices and bequests received and disbursed, or placed in special accounts in conjunction with the financial services division.

- d. An inventory of all pictures, paintings, statues, relics, books, papers, journals, supplies, equipment, and other property held by the division in the city's name in conjunction with the financial services division.

(Code 2017, § 2-583; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Sec. 2-718. Acting manager.**

Whenever the tourism/cultural programs division 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 community development has not appointed a tourism/cultural programs division manager, the tourism/cultural programs division manager or the director of community development shall appoint a designee who shall have and exercise all the powers and duties of the tourism/cultural programs division manager.

(Code 2017, § 2-584; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

**Secs. 2-719—2-741. Reserved.**

INTRODUCED: \_\_\_\_\_ April 1, 2024

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ April 1, 2024

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ April 15, 2024

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**MEMORANDUM**  
Legal Services Division

**TO:** Mayor Laudick, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** April 17, 2024  
**SUBJECT:** CFU Board of Trustees Pay Adjustment

Please find attached a letter dated March 13, 2024, from Steven Bernard, General Manager/CEO of CFU to Mayor Laudick regarding a proposed ordinance amendment to adjust Board of Trustees pay.

Also attached please find the proposed ordinance amendment. Note that the amendment is slightly different than stated in Mr. Bernard's letter, but the changes are for clarification purposes only and dates and amounts were not changed from the original request. CFU has approved this version.

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

Thank you.



March 13, 2024

Mayor Danny Laudick  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

RE: Proposed Amendment to City Code Section 2-451: Compensation for Utility Board of Trustees

Dear Mayor Laudick,

I am writing to respectfully request that City Council consider amending City Code Section 2-451 which addresses our Board of Trustees' compensation. Currently, our Trustees receive \$50 per month per utility, or \$200 per month for their services. These funds are budgeted and paid for out of CFU operating funds, not City of Cedar Falls accounts. As you know, our Trustees invest a great deal of time becoming knowledgeable in the utility business and serving our customers so that we can continue to provide innovative, high-quality services that bring the best value to our community. Our last adjustment to Trustee pay was in August 2012.

Considering that it has been twelve years since we last adjusted the Trustee stipend and given the autonomous responsibility the CFU Board has in governing a large four-service utility with revenues in excess of \$120 million, I am recommending an increase in compensation to \$275 per month. I recommend this to be effective July 1, 2024. To avoid long lapses in reviewing Trustee compensation, I am also requesting implementation of an automatic cost of living adjustment like what is provided for the City Council members in Section 2-47. Section 2-451 currently reads as below, in black. I am recommending the additional language in red.

**Sec. 2-451. - Compensation.**

Trustees of the board of trustees shall each receive the sum of ~~\$50.00~~ \$68.75 per month as compensation from each of the water, electric, gas and communication utilities, beginning July 1, 2024. Beginning March 1, 2025, an annual salary adjustment shall be awarded equal to the federal consumer price index rate (CPI-U) annual percent change for the prior year that precedes the effective date of the annual salary adjustment. The index used shall be the Consumer Price Index for All Urban Consumers, All items (CPI-U) as published by the U.S. Bureau of Labor Statistics, using the percent change from previous annual average. If the index is negative, no adjustment is made.

I appreciate your time and consideration of this request. If you have other ideas on how we could adjust trustees' compensation, we can certainly discuss this further. I understand that there would need to be three readings for any ordinance changes to take effect.

Kindly let me know if you would like to meet and discuss this further. Thank you.

Sincerely,

Steven E. Bernard  
General Manager/CEO

cc: Ron Gaines, City Administrator

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING SECTION 2-451, COMPENSATION, OF DIVISION 6, UTILITIES BOARD OF TRUSTEES, OF ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-451, COMPENSATION, FOR THE PURPOSE OF ADJUSTING THE COMPENSATION OF MEMBERS OF THE BOARDS OF TRUSTEES.

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

- 1. *Section 1.* Section 2-451, Compensation, of Division 6, Utilities Board of Trustees, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-451, Compensation, is enacted in lieu thereof, as follows:

**Sec. 2-451. Compensation.**

Trustees of the board of trustees shall each receive the sum of ~~\$68.75~~~~\$50.00~~ per month as compensation from each of the water, electric, gas and communication utilities, beginning July 1, 2024. Beginning March 1, 2025, a compensation adjustment shall be awarded equal to the percent change in the federal consumer price index for the prior calendar year that precedes the effective date of the adjustment, to be applied monthly for the ensuing year. The index used shall be the Historical Consumer Price Index for All Urban Consumers, (CPI-U) U.S. city average, All items – December annual average percent change from the previous year as published by the U.S. Bureau of Labor Statistics. If the percent change is negative, no adjustment shall be awarded.

(Code 2017, § 2-300; Ord. No. 2773, § 1, 7-23-2012)

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3058

AN ORDINANCE REPEALING SECTION 2-451, COMPENSATION, OF DIVISION 6, UTILITIES BOARD OF TRUSTEES, OF ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-451, COMPENSATION, FOR THE PURPOSE OF ADJUSTING THE COMPENSATION OF MEMBERS OF THE BOARDS OF TRUSTEES.

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

1. *Section 1.* Section 2-451, Compensation, of Division 6, Utilities Board of Trustees, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-451, Compensation, is enacted in lieu thereof, as follows:

**Sec. 2-451. Compensation.**

Trustees of the board of trustees shall each receive the sum of \$68.75 per month as compensation from each of the water, electric, gas and communication utilities, beginning July 1, 2024. Beginning March 1, 2025, a compensation adjustment shall be awarded equal to the percent change in the federal consumer price index for the prior calendar year that precedes the effective date of the adjustment, to be applied monthly for the ensuing year. The index used shall be the Historical Consumer Price Index for All Urban Consumers, (CPI-U) U.S. city average, All items – December annual average percent change from the previous year as published by the U.S. Bureau of Labor Statistics. If the percent change is negative, no adjustment shall be awarded.

(Code 2017, § 2-300; Ord. No. 2773, § 1, 7-23-2012)

INTRODUCED: \_\_\_\_\_ April 15, 2024

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ April 15, 2024

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

**MEETING OF THE COMMITTEE OF THE WHOLE**

City Hall, 220 Clay Street

April 15, 2024

**Committee of the Whole:**

Mayor Laudick called the meeting to order and introduced the only item on the Committee of the Whole Agenda, Discussion on Regular Council Meetings to be held on Tuesdays. Jennifer Rodenbeck, Finance and Businesses Operations Director brought forth information to respond to the request made at the March 4<sup>th</sup>, 2024 Council Meeting. Director Rodenbeck gave an overview of other towns' council meeting schedules and stated the potential conflicts for Cable TV staff and productions, and questioned if this would change the packet submission deadline to Thursdays instead of Wednesdays. Councilmembers discussed the conflict that could arise for viewing due to event overlap, being able to address requests sent in over the weekend prior to the meeting, other meeting schedules and staffing concerns, and personal conflicts. The Council unanimously decided to leave meetings on Monday nights. No motion needed.

The meeting adjourned at 6:36 p.m.

Minutes by Shianne Bellinger, Administrative Assistant



**MAYOR DANNY LAUDICK**

**CITY OF CEDAR FALLS, IOWA**

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

Item 12.

**FROM:** Mayor Danny Laudick

**TO:** City Council

**DATE:** May 6, 2024

**SUBJECT: Bicycle and Pedestrian Commission – Initial Member Appointments**

**REF:** (a) Code of Ordinances, City of Cedar Falls, Bicycle and Pedestrian Commission  
(b) CFD 9101: Appointment Process for Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a) and (b), I hereby nominate the following community members for appointment to the new Bicycle and Pedestrian Commission for staggered terms beginning immediately.
  - a. Elyse Platt - for a vacancy of a term expiring 9/30/2027
  - b. Gretchen Harken – for a vacancy of a term expiring 9/30/2028
  
2. In accordance with the Committee of the Whole decision on December 5, 2022, the candidates will not be required to attend another formal interview with council, but will instead be invited to attend the council meeting to be recognized and to answer any council questions before their confirmation vote, as desired by Council.

Encl: Applications for Elyse Platt and Gretchen Harken.

xc: City Administrator  
Director of Community Development

###





# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Elyse** **Platt** Gender: **F** Date: **10/1/2023**  
First MI Last

Home Address: ..... Home Phone: .....

Work Address: ..... Work Phone: .....

E-mail Address: ..... Cell Phone: .....

Employer: **CUNA Mutual / TruStage** Position/Occupation: **Continuous Improvement Coach**

If Cedar Falls resident, length of residency: **12 years** City Ward: .....  I have a LinkedIn Profile

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

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

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

In the past, I served as a mentor at the Boys and Girls Club in Waterloo as well as coaching Lego League at Lincoln Elementary in Cedar Falls. I was a member of the GRCA Cedar Valley CVLI (Cedar Valley Leadership Institute) 2019 class. I continue to volunteer with the Cedar Bend Humane Society from hosting tables at the Help Us Help Them events

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

- I hold a Master's degree in Business Administration.
- I worked for the city of Los Angeles before moving to Cedar Falls and am well-versed in the standard processes of government.

in the past to presently being considered for the Board.

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

I may be relatively newer to Cedar Falls than other applicants, but this has become my home and I am eager to impact the future of my community while making new connections. My professional expertise is in continuous improvement - looking at things from different perspectives and evaluating the value by weighing potential benefit and expected effort/cost.

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

N/A

I believe my education, professional experience, mindset, and desire to serve the community make me a great candidate.

Please e-mail completed this application to [boards@cedarfalls.com](mailto:boards@cedarfalls.com) or Mail to Mayor, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613  
You will be contacted to submit a Candidate Questionnaire when a board vacancy occurs.



## BICYCLE & PEDESTRIAN COMMISSION CANDIDATE QUESTIONNAIRE

Name: Elyse Platt

Date: 3/19/2024

Can you regularly attend Commission meetings on the 1st Tuesday of the month at 5:15pm at City Hall?  Yes  No

### 1. Why are you interested in serving on the Bicycle and Pedestrian Commission?

I grew up in Southern California during a time when not everything was paved over and extensive paved and dirt trails connected neighborhoods, open spaces, and shopping centers. I spent many hours over the years enjoying the outdoors through biking these areas; it's a fond memory. Now, I rarely use the trails; I stay within the downtown area (close to home) because it seems safer in the more populated/heavily traveled area. I would like to serve to see that change – to better understand why I don't see many people when I have ventured to the trails and to ensure we can bring biking/walking/running solutions that meet the needs of the community.

### 2. What is your background and experience with bicycle and pedestrian issues?

I am just a member of the community who enjoys staying active – you'll see me mostly year-round riding my bike or walking the dog throughout the area.

### 3. What goals/policies/activities would you like the Commission to work toward?

I know there was a recent accident between a vehicle and bicyclist on 12<sup>th</sup> St. While protection from drivers is important, especially on the shared road trails, I wonder how common this concern is compared to those of suspicious individuals and person-to-person incidents on the dedicated trails. Personally, I have experienced and heard about more concern with individuals worried about utilizing the dedicated trails while alone. I would like more focus on safety of dedicated trails such as ensuring adequate lighting for early morning or evening use and gaining understanding of how much of the community actually frequents the trails and why/why not so that everyone is comfortable getting out there.

### 4. What do you believe is the purpose and value of the Bicycle and Pedestrian Commission?

I believe this commission can influence our community with safe alternatives to motor vehicle transport for daily commuting as well as thoughtful recreational plans that enable more time spent away from screens and enjoying the simplicity and beauty of the space available to us.

### 5. What resources, tools or activities would you use to be an informed and engaged member of the Bicycle and Pedestrian Commission?

In my profession as a Continuous Improvement Consultant/Coach, I am proficient with various tools and approaches for better understanding how to change or improve a situation – this includes surveying, deploying pilot programs, finding lost-cost high-benefit solutions, and conducting root cause analysis. I am dedicated to contributing to my community and I believe that together we can (1) understand what the community wants and (2) improve usage of the resources available.

---

#### Please send this completed Candidate Questionnaire by the published deadline to:

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment.

This application is a public document and is available to be viewed, reproduced, or distributed to the public, other than information the City deems to be confidential.

# General Application for Appointment to City Boards & Commissions

**First Name \*** Gretchen      **MI** K      **Last Name \*** Harken

**Home Address: \*** \_\_\_\_\_ **Home Phone: \***  
 Format ###-###-####

**Work Address:** NA **Work Phone**  
 Format ###-###-####

**E-mail \*** \_\_\_\_\_ **Cell Phone**  
 Format ###-###-####

**Employer** Not employed, community member      **Position/Occupation** NA

**Length of Residency:** If Cedar Falls resident 25 years      **City Ward** 5

**Desired Nominations: \***

Check or fill in boxes for all that apply. View detail description of process at <https://bit.ly/cf-boards>

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

**Community Involvement: \***

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

Church Council Secretary, St Paul Lutheran Church (1996-1997)  
 Board secretary, Cedar Valley Cyclists (formerly Rainbow Cyclists) (1990-1994, 1998-Present)  
 Volunteered at Bike Rodeos at Hansen, Southdale and Hudson Schools  
 Currently serve on the Bridges Ride Committee

**Qualifications: \***

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

I have attended all the Bicycle & Pedestrian meetings for the last year as liaison for Cedar Valley Cyclists.

**Motivation: \***

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

I am passionate about cycling and walking and want to share my knowledge to help improve the community,

**Potential Conflicts of Interest: \***

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

Current Secretary of Cedar Valley Cyclists



## BICYCLE & PEDESTRIAN COMMISSION CANDIDATE QUESTIONNAIRE

Name: Gretchen Harken

Date: 3/21/2004

Can you regularly attend Commission meetings on the 1st Tuesday of the month at 5:15pm at City Hall?  Yes  No

**1. Why are you interested in serving on the Bicycle and Pedestrian Commission?**

**I am passionate about biking and walking. I want to help improve the quality of life, health and safety for the residents of Cedar Falls.**

**2. What is your background and experience with bicycle and pedestrian issues?**

**I have been on the Board of Cedar Valley Cyclists, formerly Rainbow Cyclists since 1995. I am serving as the Liaison for Cedar Valley Cyclist since February , 2023. I have attended all the meetings. I volunteer for many bicycle activities, including the Sturgis Falls Ride, Ride of Silence, Bridges Ride, and WOW Rides. I attended an Iowa Bicycle Day at the Capital. I also helped at school Bicycle Rodeo's.**

**3. What goals/policies/activities would you like the Commission to work toward?**

**The number one goal is to make Cedar Falls a safe city for biking and walking. Cedar Falls was the first city in Iowa to become a Bicycle Friendly Community in 2009. Today we continue our bronze level rating. I would like the city to work toward the gold rating for 2027.**

**4. What do you believe is the purpose and value of the Bicycle and Pedestrian Commission?**

**The Commission's purpose is to promote, educate, and encourage cycling and walking in Cedar Falls. We need to continue to educate walkers, runners, cyclists and e-bikers on sharing the trails. We need to educate vehicle drivers about sharrows, bicycle lanes and pedestrian crossings.**

**5. What resources, tools or activities would you use to be an informed and engaged member of the Bicycle and Pedestrian Commission?**

**I attend cycling activities. Cedar Valley Cyclists has a database of over 400 members that can be networked by Facebook and Email for information. I have investigated what other cities are doing. I have researched the Walk Score Methodology. I have also checked about the 20 Minute City concept.**

**Please send this completed Candidate Questionnaire by the published deadline to:**

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment.

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**MAYOR DANNY LAUDICK**

**CITY OF CEDAR FALLS, IOWA**

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

Item 12.

**FROM:** Mayor Danny Laudick 

**TO:** City Council

**DATE:** May 6, 2024

**SUBJECT:** Board of Rental Housing Appeals Re-Appointment

**REF:** Code of Ordinances, City of Cedar Falls §11-301: Board of Rental Housing Appeals

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following member of the Board of Rental Housing Appeals for reappointment to an additional four-year term:
  - Cindy Wiles, term ends 5/1/2028
2. This member has been recommended for reappointment by staff, and has carried out their responsibilities as a board member successfully.

xc: City Administrator  
Director, Community Development

###




**MAYOR DANNY LAUDICK**

**CITY OF CEDAR FALLS, IOWA**

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www.cedarfalls.com

Item 12.

**TO:** City Council  
**FROM:** Mayor Danny Laudick   
**DATE:** May 6, 2024  
**SUBJECT:** Appointment of Human Rights Commissioner  
**REF:** (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission  
(b) CFD 1201.22b: Appointment Process for City Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a) and my process outlined in reference (b), I hereby nominate the following citizen for appointment to the Human Rights Commission:

- Eryn Hamann, term ends 7/1/2025

2. This nominee has been interviewed by the Selection Committee and has been determined to be the most qualified candidate for appointment; their General Application and Candidate Questionnaire is attached for your consideration.

Encl: (1) General Application and Candidate Questionnaires for nominee

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

###

## General Application for Appointment to City Boards & Commissions

This application is a public document and is available to be viewed, reproduced, or distributed to the public, other than information the City Deems to be confidential

<b>First Name *</b>	<b>MI</b>	<b>Last Name *</b>	
Eryn		Hamann	
<b>Home Address: *</b>		<b>Home Phone: *</b>	
		Format ###-###-####	
<b>Work Address:</b>		<b>Work Phone</b>	
		Format ###-###-####	
<b>E-mail *</b>		<b>Cell Phone</b>	
		Format ###-###-####	
<b>Employer</b>		<b>Position/Occupation</b>	
University of Northern Iowa		Account Specialist for Research and Sponsored Program	
<b>Length of Residency:</b>		<b>City Ward</b>	
If Cedar Falls resident			
6 years			
<b>Desired Nominations: *</b>			
Check or fill in boxes for all that apply. View detail description of process at <a href="https://bit.ly/cf-boards">https://bit.ly/cf-boards</a>			
<input type="checkbox"/> Art and Culture Board	<input type="checkbox"/> Board of Rental Housing Appeals	<input checked="" type="checkbox"/> Human Rights Commission	
<input type="checkbox"/> Bicycle & Pedestrian Commission	<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Library Board of Trustees	
<input type="checkbox"/> Board of Adjustment	<input type="checkbox"/> Community Center & Senior Services Board	<input type="checkbox"/> Parks & Recreation Commission	
<input type="checkbox"/> Board of Appeals	<input type="checkbox"/> Health Trust Fund Board	<input type="checkbox"/> Planning & Zoning Commission	
<input type="checkbox"/> Board of Electric Examiners & Appeals	<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Utilities Board of Trustees	
<input type="checkbox"/> Board of Mechanical Examiners & Appeals	<input type="checkbox"/> Housing Commission	<input type="checkbox"/> Visitors & Tourism Board	
<input type="checkbox"/> Board of Plumbing Examiners & Appeals			

### Community Involvement: \*

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

Employee of UNI, worked within the Communication Sciences and Disorders Department. 11/2022-01/2024  
Current member of the UNI Out and Ally Network 10/2023-today

### Qualifications: \*

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

Accounting, Data Processing, Clerical, Microsoft Office, Google Suite, Group Management, empathy

### Motivation: \*

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



I have a strong desire to put my life experiences as a bisexual, non binary person to use and give back to my community. I believe that everyone has a right to feel safe and included in their community and the Cedar Falls Human Rights Commission serves to help our community members be safe and welcome regardless of their background. I have a strong sense of justice, as well as the ability to listen and be empathetic. My ability to look at things from everyones perspective helps me diffuse conflict and ensure everyone feels heard and appreciated.

**Potential Conflicts of Interest: \***

Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission.

Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

University of Northern Iowa, Sarah's Espresso Cafe, Cedar Falls Utilities, Cedar Falls Community Theatre, Limited Edition Comics.



# HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE

Name:

Date:

Can you regularly attend commission meetings on the 2<sup>nd</sup> Monday of the month at 6pm at the Public Safety Center?  Yes  No

**1. Why are human rights and civil rights laws and regulations necessary?**

These laws and regulations are necessary because unfortunately we still live in a time where a person can be judged by their gender, race, sexual identity or age rather than who they are as a person. In order to ensure the safety and equity of these groups we need laws and regulations to protect them

**2. What unique contributions or perspective can you bring to the Human Rights Commission?**

I am a female presenting bisexual non-binary person who grew up in Utah, as very red state controlled by the LDS church who now lives in a former swing state that has started to pass laws that directly affect me and my sense of belonging and safety. I feel that my unique perspective as a member of the LGBTQ+ community can provide insight on how laws and regulations could affect other members of my community

**3. What experience do you have with diverse community groups and diversity/inclusion education?**

I'm already a member of the LGBTQ+ community, and I've spent a significant amount of time interacting with other members of my community, specifically in discussion with how the current state of the world affects us. I have also had extensive diversity/inclusion training while working at UNI

**4. What suggestions/ideas would you offer to improve advocacy, education, and outreach efforts of the Human Rights Commission?**

Look into national diversity/inclusion training and reach out to local businesses to help coordinate those trainings for their employees. Establish good working relationships with local business that already have DEI departments to coordinate local events that promote diversity and inclusion

**5. What resources and activities would you employ to be an informed Human Rights Commissioner?**

I would continue to investigate and complete diversity and inclusion training, I would also look into other communities that are considered diverse and inclusive and see what they are doing to maintain that status.

**6. Why are you interested in serving on the Human Rights Commission?**

I love the community of Cedar Falls, but I believe that we have a way to go to be considered a diverse and inclusive community, I would be honored to be part of the group that is working towards creating such a community

**Please send this completed Candidate Questionnaire by the published deadline to:**

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126,  
or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment




**MAYOR DANNY LAUDICK**

**CITY OF CEDAR FALLS, IOWA**

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PHONE 319-273-8600  
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www.cedarfalls.com

Item 12.

**FROM:** Mayor Danny Laudick   
**TO:** City Council  
**DATE:** May 6, 2024  
**SUBJECT:** **Re-Appointment to Cedar Falls Utilities Board of Trustees**  
**REF:** (a) Code of Ordinances, City of Cedar Falls §2-448: Utilities Board of Trustees

1. In accordance with reference (a), I hereby nominate Marabeth Soneson for reappointment to the Cedar Falls Utilities Board of Trustees for a six-year term beginning on August 31, 2024 and ending on August 31, 2030.
2. In considering re-appointment, I note that Marabeth Soneson's attendance has been satisfactory, and they have been an active and informed member of the board.
3. Please contact me with any additional questions you have about this re-appointment.

xc: City Administrator  
CFU General Manager

###



**OFFICE OF CITY ADMINISTRATOR**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
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Item 13.

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

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

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

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL QUARTERLY REPORTS



JANUARY – MARCH  
2024

**JANUARY – MARCH 2024 QUARTERLY REPORTS**  
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**FINANCIAL SERVICES**  
**1<sup>st</sup> Quarter – Jan-Feb-Mar 2024**

**Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$96,243,370 invested in CD's and \$300,000 in a liquid money market.

<b><u>Investments</u></b>	<b><u>Transactions</u></b>	<b><u>Amount</u></b>
CD's Matured	9	\$34,254,370.00
CD's Purchased	11	38,754,370.00
PFMM Deposit	0	0.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$1,929,217.41

**FY25 Budget**

During January and February, the preliminary FY2025-2027 Financial Plan was prepared for the Council. The Financial Plan includes various financial information and charts illustrating the City's proposed expenditures and revenues for FY2025 and projections for FY2026 and FY2027. A budget presentation was given at the February 19<sup>th</sup> Committee of the Whole meeting. Staff forwarded the maximum proposed total rate that the Council set to the County in order to send a letter to all taxpayers which includes the maximum proposed total rate and the date of the special hearing. (New requirements under HF718) The first special public hearing, as required by HF718, will be held on April 1<sup>st</sup> with the required notices happening prior to that date. The second public hearing to approve the budget will likely be set for April 15<sup>th</sup> and again the required notices will occur prior the hearing. The final FY2025-2027 Financial Plan will be completed after that date.

The state required budget forms will be completed in April. The state budget forms include the FY2025 budget figures as well as the FY2023 actual figures and the FY2024 projected figures.

**FY25 Capital Improvements Plan**

The Capital Improvements Plan (CIP) was presented to Council at the January 2<sup>nd</sup> Finance and Business Operations Committee meeting. City Council approved the CIP at the January 16<sup>th</sup> public hearing.

**FY24 Budget**

Departmental amendments to the FY24 Budget were sent out to the departments in March and the submission of changes will be in April.



**Miscellaneous Financial Activities**

For January, February and March a total of 81 payroll checks and 2,073 direct deposits were processed. Accounts receivable processed and mailed 284 invoices to our customers for the quarter. 4,541 transactions for accounts payable were processed and approved by the City Council for payment and 1,505 checks were mailed out to vendors for the quarter. For calendar year 2023, 590 W-2s for employees of the City of Cedar Falls checked for accuracy and printed. They were distributed to employees prior to the January 31<sup>st</sup> deadline. Also included with each W-2 was a 2023 Benefit Summary for each employee. The summary outlined all benefits paid by the City on behalf of the employees. These benefits included health insurance, life insurance, long-term disability benefits, IPERS, 411 pension, Social Security, and Medicare. All full-time employees and certain covered retirees received form 1095-C health insurance tax document to comply with coverage requirements of the Affordable Care Act. In addition, all required 1099s were printed and distributed to various vendors in January.

The Cedar Falls Community Foundation audit was performed in February by Bergan, KDV.

## FINANCE &amp; BUSINESS OPERATIONS

**HUMAN RESOURCES**  
**Jan-Mar 2024 Quarterly Report**

**SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES**

- Risk Management Committee meetings held 1/17, 2/7, 2/21, 3/6, 3/20
- Review of 17 contracts/agreements for required insurance
- Review and follow-up of 21 public event permit
- Completion of annual MVR review
- On-going annual Firefighter physicals
- Job Classification/Recruitment/Employment tasks related to:
  - FT positions: Aquatics-Recreation Programs Supervisor, Assistant Equipment Mechanic, Civil CAD/GIS Technician, Construction Projects Manager, Engineering Technician I, Financial Technician, Fitness Coordinator, Planner II, Principal Engineer, Public Safety Officer, Public Safety Supervisor-Capt., Public Safety Supervisor-Lt., and Wastewater Treatment Plant Operator II
  - PT positions: Administrative Assistant, Community Service Officer, Hearst Education Office Assistant, Hearst Front Desk, Laborer, Maintenance Worker (Refuse), Office Assistant-Recreation Center, Police Reserve (external and internal/POC paid on call), and Tourism Intern
  - Seasonal/Special Purpose/Misc. positions: Aquatics, Hearst and Recreation Instructors, Recreation Front Desk and Programming, Seasonal Laborers, Administrative and Engineering Interns, and contracted Custodians
- Revisions to the employment application were finalized and implemented for applicant use. A web-based application was also prepared for spring/summer implementation.
- The second annual City Career Fair coordinated and represented by all departments was held Mar. 23 and attended by 50-60 individuals. Employment applications were provided and received for a variety of positions. Position materials and applications were also provided for consideration and return.
- Staff registered Engineering Division staff to attend the Iowa State and University of Iowa Engineering Career Fairs for open engineering positions
- Discussion continued with staff and legal regarding PERM/Green Card processing
- Distribution of 2023 annual performance evaluation forms and information to leadership with a due date for completed evaluations in April 2024
- Review and preparations of an advertising agreement with the Courier for city council approval on Feb. 5
- Revisions made to 17 personnel policies for city council consideration in May
- Creation of a Background Check Procedure Administrative Policy that reflects and adds on to current practice
- Creation and implementation of a City of Cedar Falls online complaint form
- Several HR staff involved in a volunteer cohort with Volunteer Iowa with the first session held on Mar. 26 to improve volunteer efforts within the City
- Meetings held with all departments to discuss goal progress from the 2022 employee climate survey
- Provided a presentation to city council during a March committee of the whole meeting regarding current conflict-of-interest procedures and forms, and received council feedback on revisions to the conflict-of-interest form for elected officials with a revised form anticipated to be presented back to council in May
- Various staff met with Tracey Bradley of Iowa DOT to review Title VI and ADA compliance on Jan. 22

- DEI Committee formed and held the following regular monthly meetings: Jan. 24.; Feb. 21; and Mar. 27
- DEI specialist attended the quarterly Advancing Equity in the Cedar Valley meeting on Jan. 16
- DEI specialist participated as a panelist for VGM's International Women's Day event in March
- ADA team completed the following ADA assessments: Community Center on Jan. 31; Visitor Center and Public Works on Feb. 14; Rec Center on Mar. 4; and Pheasant Ridge Golf Course pro shop on Mar. 21
- Provided a DEI update to City Council at the Committee of the Whole meeting on Mar. 4

### **BENEFITS & COMPENSATION**

- Staff met in person with PDCM and was provided with initial health plan renewal numbers for FY25 plan year including alternative plan changes for the City to consider. They also presented the plan's performance to date. Final rate information will be provided later in the spring.
- Staff sent out email reminders of the flex spending and HRA prior to their corresponding deadlines in March.
- Staff completed and sent in the annual reporting form for the Iowa Individual Health Benefit Reinsurance Association.
- HR Staff submitted a form with required information about the City's health plan to Express Scripts that is required to be submitted annually going forward as a part of the Consolidated Appropriations Act (CAA).
- Staff continued to update employee Sharepoint with updates to various insurance related forms.

### **CIVIL SERVICE COMMISSION**

- Preparations for and follow up to the following meetings were completed: Jan. 10 & 31, Feb. 14, and Mar. 13 & 27. Action items included testing related approvals, candidate approvals to test or interview, and hiring list certifications for most of the full-time positions previously noted.
- Revisions to Appendix B of the Cedar Falls Civil Service Rules & Regulations were also prepared and approved
- Staff informed commissioners of pending legislation related to potential changes to Iowa Code Chapter 400

### **HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the Jan. 8, Feb. 12, and Mar. 11 regular commission meeting were completed.
- Preparations for and follow up to the Jan. 31, Feb. 28, and Mar. 27 executive committee meeting were completed.
- Preparations for and assistance with a Susie Clark story time event at the library on Mar. 16 honoring both Women's History and Black History months.
- Preparations for and assistance with a Community Peace Meeting at the Public Safety Center on Mar. 23
- Preparations for and assistance with Women's History Night at the library on Mar. 27.

**Finance and Business Operations  
Information Systems Division  
First Quarter January – March 2024**

**Summary of projects, training and staff activities**

- We continued work on the new County Wide Dispatch project working on TraCS import with the Waterloo Police Department, Black Hawk County Sheriff's office and Central Square vendor.
- The Body & Car Camera project was implemented this quarter, the Police Division worked with the IT department and Axon vendor to incorporate the new system in our security requirements, training was held.
- Hardened Security Configurations were rolled out to the most divisions, making our work centers compliant to the Center of Internet Security baseline Security Controls.
- The library went live with their new Koha ILS system and new configurations were needed for multiple workstations and software to integrate with it.
- We have kicked off our migration to Windows 11 by having volunteers be in our test group.
- We are currently working on a project schedule and kickoff meeting for the new financial ERP system.
- We did maintenance in our server room installing new batteries for our UPS unit, and replaced our core network switch stacks, we ran cable and installed new network equipment and cameras at the Rec Center, upgraded network equipment at the library, and we upgraded the Public Works Large Conference room with the ability to have HDMI over ethernet.
- We remediated the three issues found in our annual Penetration Test
- Work continues on implementing the Standard Municipal Index SharePoint site and website, we completed a soft roll out of the new Public Records Portal on our website.
- We rolled out quarterly security awareness training for all users and administered harassment training campaign for all users.
- Create a new user checklist for new employee IT onboarding process.
- New/replacement cell phones, tablets, laptops, mini-PCs, and desktops were installed for multiple users.

**Graphic Design Activities**

- **Hearst Center:** Friends mailer, event posters, event and exhibition postcards, exhibition vinyl, filers, social graphic, spring brochure book, ad
- **Tourism:** new logo revisions, venue flier, window cling, TC booklet
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, name plates, coin inserts, Cedar River Rec Donor sign, clothing poster, PW logo reproduction, storm water flier, Courier ad graphics, grant cover update, fire award certificates, fire training books, parking study materials, Hello CF graphics, Currents, career fair materials, Public Safety recognition program, Recreation flier updates, HPC logo and brochure template, DEI table cards, Public Safety logo files and promo design, HRC event fliers and certificates, Earth week

materials, PS brochure, Business & Industry materials, TIF sheets

### **Channel 15 Programming Activities**

- Cable TV Summary of projects
  - This quarter we produced 19 public meetings and produced 1 Currents Up Close new studio show, 15 High school sporting events, 3 Junior High games, 6 UNI Sporting events, 4 City News Shows, and one awards ceremony.
  - Public Access church services were encoded and programmed for 8 different church services.
- 12 Drone Flights were taken to capture film for the Cedar River Recreational Project, the new Cedar Falls High School campus, Construction on: W27th Street, South Main and Greenhill Roundabout, Main Street.
- City News Stories included:
  - Jacque Danielsen retirement
  - Outgoing Mayor Rob Green and Councilors Sires, Harding and DeBuhr recognition.
  - New Mayor Danny Laudick takes office
  - Cedar Falls Inauguration Ceremony: new mayor and council members
  - Pickleball court expansion project
  - Rec Center new workout equipment in weight room
  - Rec Center promotes fitness for the new year
  - Rec Center Indoor Park open through mid-April
  - Main Street reopens for the remainder of winter
  - West 27th Street Road Construction update
  - Road Construction: Technology Parkway Expansion in CF Industrial Park
  - Cedar River Recreational Project January update
  - Downtown Parking Discussion & Parking Study/Survey
  - Hearst Center for the Arts unveils master plan for future
  - Hearst Center for the Arts exhibitions:
    - Everyday Art; the Evolution of Street Photography
    - David Allen Assembled Portraits
    - Hearst Photo Club: Through My Lens
  - Cedar Falls Tourism Panthers on Parade preview
  - Hartman Reserve Maple Syrup Festival preview
  - Cedar River Recreational Project February update
  - Seasonal Compost Site Hours
  - Yard waste pickup update
  - Cedar River Recreational Project March update
  - Hearst Center for the Arts Sculpture Garden

### **GIS Summary of projects**

- GIS & related projects
  - Panthers on Parade
  - Major Thoroughfare update
  - Industrial Park expansion annexation
  - Year-end reporting for cemeteries

- Solid waste route updates
- Commercial licensing inspections
- Updated road projects from previous construction season
- Downtown parking structure committee
- Import process for LAMA
- Technology Park land acquisition issue with Prairie Lakes Park
- New ODBC connection for CIMS cemetery and burial updates
- SSL certificates for CF1Stop and library
- New mobile worker licenses for web map editing
- Sewer network flowline data backfill
- Fire district response boundaries
- Downtown storm sewer network project
- Private ash tree removals
- Public Art finder app
- Converted multiple plan sets for integration
- Continued converting existing GIS project files to new desktop platform
- Continued converting web applications to new platform
- Linked pdf web maps
- Script updates for gis data exports
- Civil CAD/GIS Technician scoring
- USPS & Waterloo addressing issues on Leverage Rd
- Regional GIS group topic discussion and possible collaborations
- Web/Db activities (24) for (5) departments
- Data requests (27) for (6) entities
- Completed required training for sexual harassment
- Maps (41) for (6) departments.
- Address changes/adds (21)

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
QUARTER 1 – JANUARY-MARCH 2024**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON AND AUSTIN MCMAHON:**

**Traffic Court:**

City Cases Filed: 332 (this number includes both City and State tickets)

Cases Set: 12 (Traffic) 7 (Code Enforcement)

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

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, revise, drafting or advice on 30 agreements
- Work on electronic signature project
- Research and advise on enforcement of environmental ordinances, regulations and statutes
- Draft animal and skateboard ordinance amendments
- Draft MOU for railroad grant program
- Advice and drafting of Council Committee policy
- Research and advise on regulation of certain businesses

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
January - March 2024**

**Public Records Activity**

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

Responded to thirty (30) requests for public records.

**Licenses / Permits Processed & Issued**

455	Pet licenses
73	Annual Paw Park permits
13	Poultry licenses
15	Public Event permits
5	Sidewalk Café permits
2	Table & Chairs permits
4	Mobile Merchant permits
6	Tree Trimmer Licenses
0	Dumpster Permits
17	Cemetery Interment Rights
35	Liquor licenses and beer/wine permits
2	Tobacco/Nicotine permit

The unemployment rates for the month of December 2023 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 3.2% in Iowa, and 3.5% in the U.S.

The unemployment rates for the month of January 2024 were 3.7% for the Waterloo-Cedar Falls Metropolitan Area, 3.0% in Iowa, and 4.1% in the U.S.

The unemployment rates for the month of February 2024 were 3.2% for the Waterloo-Cedar Falls Metropolitan Area, 2.9% in Iowa, and 4.2% in the U.S.

**January - March**

- Coordinated Cedar Falls Mayor and Council Inauguration Ceremony.
- Staff attended in-house Sexual Harassment Prevention training, supervisors and staff attended on-line Iowa Municipal Professionals Institute classes and the City Clerk attended an on-line Clerk Study Hall.
- Downtown Parking Feasibility Studies were conducted on February 26 & 27 at the Public Library.
- Reviewed application materials, interviewed candidates, and hired a part-time administrative assistant to fill a vacant position.
- Prepared and administered staff evaluations.

**Parking Activity**

**Enforcement**

2,894	Parking citations issued.
\$26,361.00	Citations paid.

**Collection Efforts**

\$3,562.95	Collections from delinquent parking accounts.
\$2,250.00	Vehicle immobilizations (45 vehicles).

**Permits**

\$8,240.00	Parking permits issued (146).
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**Meter Collections**

\$4,412.42	Paid parking.
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**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
JANUARY-MARCH 2024**

**Library Activity**

<b>Usage Statistics</b>	January 2024	February 2024	March 2024
<b>Customer Count</b>	12,962	14,550	16,152
<b>Circulation</b>	34,808	31,106	31,120
<b>Event Attendance</b>	1,026	1,258	1,567

A few of the special library programs in January through March included the following:

- Introduction to Collage maker program
- Local author talk: Sheriff Tony Thompson discussed his book *Anyplace but Here: The Uncomfortable Convergence Between Mental Illness and the Criminal Justice System*
- Marvelous Marshmallows, a youth program in collaboration with the ISU Extension Office
- A black light puppet show for families
- Teen Soup Nights: cooking programs using the library's Charlie Cart, a portable kitchen for food education
- *Lord of the Rings* Trivia

**Community Center Activity**

Programs at the Community Center during the first quarter of 2024 included a craft in collaboration with the Hearst Center for the Arts, a blood drive, line dancing, open art studio, cards, billiards, senior fitness classes, live music, ceramics, and a song share during which local musicians perform covers and their own original compositions. Rentals included a Bible talk meeting, a swim team party, and a memorial service.

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

January 1, 2024 - March 31, 2024

Total for Quarter **\$25,601,743.00**  
 Total for Fiscal Year **\$74,253,809.00**  
 Total Same Month - LAST YEAR **\$1,385,388.00**  
 Total for Fiscal Year - LAST YEAR **\$59,034,709.00**

Construction Type	Quarterly Summary						Yearly Summary					
	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees
Single Family New Construction	19	0	\$5,326,755.00	\$40,585.45	\$0.00	\$0.00	57	0	\$20,799,298.00	\$139,758.25	\$0.00	\$0.00
Multi-Family New Construction												
Res Additions and Alterations	175	0	\$3,521,570.00	\$50,533.40	\$0.00	\$0.00	677	0	\$10,766,936.00	\$167,492.40	\$0.00	\$0.00
Res Garages	6	0	\$303,713.00	\$3,507.40	\$0.00	\$0.00	32	0	\$789,462.00	\$11,094.20	\$0.00	\$0.00
Commercial/Industrial New Construction	1	0	\$14,674,799.00	\$62,866.25	\$0.00	\$0.00	10	0	\$32,540,799.00	\$148,839.15	\$0.00	\$0.00
Commercial/Industrial Additions and Alterations	24	0	\$880,406.00	\$9,823.20	\$0.00	\$0.00	85	0	\$7,671,651.00	\$57,666.80	\$0.00	\$0.00
Commercial/Industrial Garages	1	0	\$5,000.00	\$160.00	\$0.00	\$0.00	2	0	\$6,875.00	\$272.00	\$0.00	\$0.00
Churches	3	0	\$864,500.00	\$6,135.40	\$0.00	\$0.00	4	0	\$866,500.00	\$6,160.40	\$0.00	\$0.00
Institutional, Schools, Public, and Utility	3	0	\$25,000.00	\$0.00	\$0.00	\$0.00	11	0	\$777,288.00	\$3,888.40	\$0.00	\$0.00
Agricultural/Vacant							1	0	\$35,000.00	\$503.00	\$0.00	\$0.00
Plan Review	20	0	\$0.00	\$48,432.45	\$0.00	\$0.00	66	0	\$0.00	\$132,036.45	\$0.00	\$0.00
<b>Total</b>	<b>252</b>	<b>0</b>	<b>\$25,601,743.00</b>	<b>\$222,043.55</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>945</b>	<b>0</b>	<b>\$74,253,809.00</b>	<b>\$667,711.05</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

January 1, 2024 - March 31, 2024

Construction Type	Quarterly Summary				Yearly Summary					
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees		
Electrical	131	0	\$0.00	\$12,751.10	\$0.00	\$0.00	469	0	\$0.00	\$45,866.70
Mechanical	176	0	\$0.00	\$15,885.00	\$0.00	\$0.00	682	0	\$0.00	\$60,219.00
Plumbing	231	0	\$0.00	\$16,310.50	\$100.00	\$0.00	661	0	\$0.00	\$49,714.50
Refrigeration	3	0	\$0.00	\$435.00	\$0.00	\$0.00	5	0	\$0.00	\$940.00
<i>Total</i>	541			\$45,381.60	\$100.00	\$0.00	1817			\$156,740.20

Constructor Registrations	Quarterly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	3	0	\$0.00	\$450.00	8	0	\$0.00	\$1,200.00
Mechanical	1	0	\$0.00	\$150.00	3	0	\$0.00	\$300.00
Plumbing					3	0	\$0.00	\$450.00
Refrigeration								
<i>Total</i>	4			\$600.00	14			\$1,950.00

<b>Building Totals</b>	252	0	\$25,601,743.00	\$222,043.55			945	0	\$74,253,809.00	\$667,711.05	\$0.00	\$0.00
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<b>Grand Total</b>	797	0	\$25,601,743.00	\$268,025.15			2776	0	\$74,253,809.00	\$826,401.25	\$0.00	\$0.00
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**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Code Enforcement Quarterly Report**  
*Inspection Services Division*

**DATE:** April 3, 2024

**SUBJECT:** 3rd Quarter FY2024 Code Enforcement Report  
 January 1, 2024-March 31, 2024

**Violations:**

	FY23	Q1	Q2	Q3	Q4	FY24
<b>Total</b>	723	262	306	396		964
Grass	288	89	20	1		110
Building Maintenance	55	42	17	12		71
Snow and Ice	143	0	13	129		142
Exterior Storage	45	28	111	91		230
Inoperable/abandoned Vehicles	7	6	7	7		20
Refuse container	23	3	28	64		137
Materials in ROW	55	36	30	23		89

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

	FY23	Q1	Q2	Q3	Q4	FY24
<b>Total</b>	102	14	2	11		27

**Citations Issued:**

	FY23	Q1	Q2	Q3	Q4	FY24
<b>Total</b>	5	0	2	2		4

**Total Number of Properties assessed Landlord Accountability Points:**

	FY23	Q1	Q2	Q3	Q4	FY24
<b>Total</b>	250	47	36	20		103

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

**Proactive Enforcement (walking neighborhoods):**

	FY23	Q1	Q2	Q3	Q4	FY24
Properties Viewed	Not documented	656	235	114		1661
Properties with violations	Not documented	46	22	1		69

**Map of area walked this quarter:**



**PLANNING & COMMUNITY SERVICES DIVISION  
QUARTERLY REPORT  
Q1 - 2024**

**CASES:**

**Planning & Zoning Commission** – Meetings were held on January 10, January 24, February 28, and March 27.

<b>Project Name / Owner</b>	<b>Case Number(s)</b>	<b>P&amp;Z Discussion/ Actions</b>	<b>Approval/Denial by Council</b>
Rezoning and Land Use Map Amendment - approx. 2.7-acre parcel formerly known as 3225 W. 1st Street Applicant: Amina Begic Owner: Howard Mark and Marilyn Joyce Trunnell Revocable Trust	LU24-001 RZ24-001	Introduction on 1/24/24 but case withdrawn by applicant prior to public hearing.	N/A
Plat - Pinnacle Prairie Commercial South Phase VI Owner: Greenhill Estates, Inc & Oster Family Limited Partnership	PP23-004 FP23-002	Introduction/ Approval 1/24/24	Approved on 4/15/24
Zoning Code Text Amendment - Updates to the Floodplain Regulations to adopt the new Flood Insurance Rate Maps from FEMA	TA24-001	Introduction/ Approval 2/28/24	Approved on 4/15/24 (3 <sup>rd</sup> Reading)
Preliminary Plat- Panther West Additions Owner: Panther Farms LLC	PP23-009	Introduction 3/27/2024 Approval 4/10/24	Decision anticipated on 5/06/24
Rezoning – 2300 Main Street, 2216 Main Street, and 127 E 23rd Street; West of Main Street; North of E Seerley Blvd.  Owner: Seven D LLC	RZ24-002	Introduction 3/27/2024 Approval 4/10/24	Anticipated: Set date of public hearing on 5/06/24. Public hearing: 5/20/24

**Residential Rental Reviews:**

<b><u>Address</u></b>	<b><u>Units</u></b>	<b><u>Requested Occupancy</u></b>	<b><u>Approved for</u></b>	<b><u>GRC</u></b>	<b><u>BRHA</u></b>
910 Washington	1	4	3	1/2/2024	NA
4005-07 Heritage	1	4	3	1/2/2024	NA

420 W 12 <sup>th</sup>	1	3	3	1/16/2024	NA
1403 Clay	1	4	3	1/16/2024	NA
904 Columbia	1	4	4	2/6/2024	NA
1003 College	2	4	3	2/6/2024	NA
714 Spruce Needle	1	4	3	2/20/2024	NA
809 W 14 <sup>th</sup>	1	4	4	2/20/2024	NA
1319-21 Walnut	2	2/unit	2/unit	2/20/2024	NA
1522 College	1	3	3	2/20/2024	NA
2208 Coventry	1	4	4	2/20/2024	NA
3422 Tucson	1	4	3	2/20/2024	NA
3328 Cypress	1	1	2	3/5/2024	NA
1321 W 12 <sup>th</sup>	1	6	4	3/5/2024	NA

### Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Meeting Dates	Agenda Items Discussed
Board of Adjustment	3/19/24	<ul style="list-style-type: none"> <li>Election of Officers</li> </ul>
Housing Commission	2/21/24 3/20/24	<ul style="list-style-type: none"> <li>Developing Housing Trust Fund</li> <li>Approved SAFMR payment standards for HCV (Section 8) program</li> <li>Housing Commission goals</li> <li>CDBG projects- rehab and agency</li> </ul>
College Hill Partnership	1/11/24 2/8/24 3/14/24	<ul style="list-style-type: none"> <li>Hannah Crisman resigned as President and Chris Martin appointed</li> <li>Donation to the Neighborhood Trees Initiative</li> <li>Donation to Seerley Park fund</li> <li>Planning for Soapbox Derby</li> <li>\$10,000 Marketing grant approved by CF</li> <li>Discussion of ending College Hill Partnership and splitting into CH Neighborhood Assoc. and a new CH Merchants/Business Association</li> <li>Planning for Annual meeting in April</li> </ul>
Historic Preservation Commission	1/25/24 2/13/24 3/12/24 4/9/24	<ul style="list-style-type: none"> <li>Educational project re: history of North Cedar Neighborhood in partnership with North Cedar Neighborhood Association. Event scheduled for June 14, 2024</li> <li>CLG Grant for recon survey of the Overman Park Neighborhood area was approved by State Historic Preservation Office (SHPO).</li> </ul>
Bicycle and Pedestrian Commission	1/2/24 2/6/24 3/5/24	<ul style="list-style-type: none"> <li>Reviewed and approved Annual Report.</li> <li>Working on eBike safety education campaign.</li> </ul>

		<ul style="list-style-type: none"> <li>Trail and related projects to potentially fund with INRCOG administered grants.</li> <li>Big Woods camping expansion.</li> <li>Council goals re: Bike/Ped</li> <li>Crossing @ Viking and Prairie.</li> <li>Snow clearing of trails and sidewalks</li> <li>Events for May Bike Month</li> </ul>
Community Main Street Design Committee	2/16/24 3/22/24	<ul style="list-style-type: none"> <li>Discussed proposed façade changes to 317 Main St, and some possible façade grant projects.</li> <li>Discussed “The Space” building at 109 E. 2<sup>nd</sup> Street. The Committee provided feedback and ideas to the owner and were appreciative that the restoration of building is the first priority for the owner.</li> </ul>
North Cedar Neighborhood Association (NCNA)	1/8/24 2/12/24 3/12/24	<ul style="list-style-type: none"> <li>Updates on the Historic tour of North Cedar this summer</li> <li>Committee formed to brainstorm on new uses in the North Cedar Fire Station, led by Council Member Schultz</li> <li>Discussed speed limit on Cedar St between Clair to Lone Tree Road.</li> <li>PW provided updates on Island Park and Big Wood Park.</li> </ul>
Parking Tech Committee	N/A	<ul style="list-style-type: none"> <li>No new meetings for this year.</li> </ul>

### **PERMITTING**

- 198 land use permits were issued.

### **OTHER PROJECTS FOR Q1 2024:**

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

### **ECONOMIC DEVELOPMENT:**

- Coordination with consultant for the expansion of the West Viking Road Industrial Park.
- Met with an existing business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls EDC board of directors meetings.
- Attended *Good Morning Cedar Valley* hosted by Grow Cedar Valley.
- Attended Grow Cedar Valley Annual Awards banquet at the Waterloo Convention Center.



- Provided industrial park site information for an out-of-state company
- Prepared a development agreement for a project in the West Viking Road Industrial Park.
- Met with a developer interested in doing a project in the Cedar Falls Industrial Park.
- Met with an out of state business interested in the Cedar Falls market.
- City Council approved a development agreement for a new industrial project in the West Viking Road Industrial Park.
- City Council approved an amended development agreement with McDonald Construction & Remodeling, LLC for a new project in the Northern Cedar Falls Industrial Park.
- City Council approved an amended development agreement with CV Commercial, LLC for a mixed-use development on College Street.
- City Council approved asbestos testing contract for the testing of asbestos materials on 3 houses the City recently acquired adjacent to the West Viking Road Industrial Park.

**CDBG**

- Working with Waterloo on HOME projects – home rehabilitation projects.
- Working on 5-year Consolidated Plan, partnering w/Waterloo as a consortium, as required by HUD.
- Four contracts awarded to service agencies; agencies to attend HC on 4/17/24 to report.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Units under Contract</b>	229	<b>New Applications</b>	84
<b>Vouchers Issued</b>	15	<b>Waiting List (Preference 1)*</b>	134
<b>Top of List Letters</b>	35	<b>Waiting List (Total)</b>	837

\*Preference 1 = elderly, disabled, Cedar Falls families with dependent children

**ADD A DOLLAR REPORT**

There were no applications received for utility assistance in Q1 2024. There was a balance of \$70,374.614 as of March 31, 2024.

## RECREATION & COMMUNITY PROGRAMS Quarterly Report for January - March 2024

### Administrative:

- Office Assistants and Front Desk Staff completed training with Public Safety on tips and tricks dealing with difficult patrons and when/how to call 911.
- We had two new Front Desk Staff start.
- Updated training checklist for Front Desk Staff.
- Our BBPOS Credit Card System was updated taking full advantage of all the options to save Front Desk Staff time and ease in operation.
- Rental numbers for our facility continue to rise, opening rental times for private pickleball rentals have proven to make good use of unused time slots.

Rec & Fitness Center	2024	2023
Rec Center Daily Admission	\$21,551.79	\$24,226.10
Rec Memberships Sold	\$112,977.19	\$105,924.94
Daily Member Check In	38,706	39,884
Indoor Park	630	735
Child-Care	210	638
Concessions Sold	\$1,250.15	0
Rec Center Rentals	169	78
Ballfield Rentals	58	31

### Aquatics:

- In January two Recreation Division staff members completed the annual CPO CEU class in Cedar Falls.
- Aquatic Supervisor completed the bridging and upgrade to their Lifeguarding-v24, Lifeguarding Instructor-v24 Certifications.
- The hiring process for summer positions began with 111 applicants.
- Infant, Toddler, Preschool Lessons began in February with 103 registered participants.
- Group 4 through Group 8 Lessons began in March with 103 registered participants.
- Lifeguarding Course was held March 22 through the 24th with 16 participants certifying.

Aquatics Participation	Indoor		Falls	
	2024	2023	2024	2023
Swim Passes Sold	3	1	107	0
Open Recreational Swimming/Lap Swimming	1,376	1,637		
Aquatic Program Usage	4,112	4,011		

**Recreation Programs:**

- Spring Sports/Summer Camp Program registration kicked off Jan 15
  - Camp CF Sold out in 18 hours.
- Started conversation with Iowa Sports Foundation for new community activity.
- Summer program Registration began March 1
- 83 hours of ballfield usage rentals
- Launched Registration for new Parent coach Evening T-ball Program.

<b>Program</b>	<b>Enrolled/ est. team members</b>	<b>Meetings /Games</b>	<b>2024 Contacts</b>	<b>2023 Contacts</b>
<b>Adult Basketball</b>	<b>8</b>	<b>24</b>	<b>192</b>	<b>400</b>
<b>Adult Pickleball League</b>	<b>2</b>	<b>96</b>	<b>192</b>	<b>326</b>
<b>Racquetball League</b>	<b>12</b>	<b>10</b>	<b>120</b>	<b>143</b>
<b>Basketball 1<sup>st</sup> &amp; 2<sup>nd</sup> Boys</b>	<b>120</b>	<b>6</b>	<b>720</b>	<b>720</b>
<b>Basketball 1<sup>st</sup> &amp; 2<sup>nd</sup> Girls</b>	<b>30</b>	<b>6</b>	<b>180</b>	<b>192</b>
<b>Basketball 3<sup>rd</sup> &amp; 4<sup>th</sup> Girls</b>	<b>30</b>	<b>6</b>	<b>180</b>	<b>186</b>
<b>Basketball 5<sup>th</sup> &amp; 6<sup>th</sup> Boys</b>	<b>46</b>	<b>17</b>	<b>782</b>	<b>690</b>
<b>Basketball 5<sup>th</sup> &amp; 6<sup>th</sup> Girls</b>	<b>20</b>	<b>6</b>	<b>120</b>	<b>174</b>
<b>Volleyball Adult Mix Mon</b>	<b>8</b>	<b>66</b>	<b>528</b>	<b>1,016</b>
<b>Volleyball Adult Mix Wen</b>	<b>8</b>	<b>27</b>	<b>216</b>	<b>524</b>
<b>Volleyball Adult Women's</b>	<b>8</b>	<b>28</b>	<b>224</b>	<b>486</b>

**Fitness/Wellness:**

- We kicked the new year off with some new programs, challenges, and class offerings!
- Our new “Yoga Beginner Basics” classes for new participants were well-received and appreciated!
- By popular demand, we were able to bring back Tai Chi classes!
- We offered an “Easy Riders” cycling class for active agers and beginner riders.
- We are currently running a fun, new cycling challenge to encourage participants to attend 50 classes over 17 weeks. The challenge has generated excitement and growth for our cycling programs. Participants also received a challenge-themed t-shirt!
- For National Puppy Day, we collected pictures of patrons’ puppies and created a slideshow for members to watch during class while they cycled. This created a sense of like-minded camaraderie and community for our members.

<b>Fitness/ Wellness</b>	<b>2024 Participation</b>	<b>2023 Participation</b>
Fitness Classes Offered	706	737
Fitness Class Attendance	8,521	8,144
Personal Training Sessions	292	361
Massages:	203	214

## TOURISM COMMUNITY DEVELOPMENT January – March 2024

### MEETINGS/CONFERENCES/SPORTS/GROUPS

- Cedar Falls hosted 7 conferences, 4 sporting events, and 4 tradeshows for an estimated economic impact of over \$6,695,935 for January-March events that had Cedar Falls Tourism staff engagement. These events generated 4,619 hotel room nights and had over 55,000 attendees. Notable events include: NWCA National Duals, UNI Overseas Recruitment Fair, USA Wrestling Folkstyle Nationals, and FIRST Robotics Competition.
- Secured twelve events for 2024-2025.
- Generated seven new leads, hosted six event planners for site visits, and submitted eight proposals for potential future events.
- Staff arranged volunteers to assist with Iowa High School State Bowling.
- Staff worked with three motorcoach planners on trips for summer 2024 and 2025.

### LEISURE TOURISM

- A digital ad campaign promoted a Cozy Winter Getaway campaign in January and Spring biking getaways began in March targeted in Minnesota and Wisconsin.
- Staff promoted outdoor recreation and the new river recreation project at the Iowa Bike Expo (Jan.), Omaha Boat and Travel Show (Feb.) and Canoecopia in Madison, WI (Mar.)
- Volunteers shared Cedar Falls information at the Eastern Iowa Sportshow, Hawkeye Farm Show, and at two UNI Visit Days.
- 26 new TC mascots were delivered to artists working on Panthers on Parade.
- Cedar Falls Visitor Center welcomed visitors from IA, CO, IL, MN, SC, VA, WV, WI, and Germany.

### COLLABORATION

- Staff was part of an Iowa Tourism Conference panel on tourism data and its uses.
- Attended Iowa Travel Industry Partners Legislative Evening.
- Revamped and reprinted metro map with Experience Waterloo.
- Revamped all newsletters, now producing All Access - a monthly calendar for all, Weekender leisure tourism news for visitors, and Tourism on Tap – a quarterly update for tourism partners.
- Processed 11 Special Trails Registrations – notifying jurisdictions and working with applicants.
- Staff is assisting with Great American Rail Trail 5<sup>th</sup> Anniversary events for May.

	Jan-Mar 2024	Jan-Mar 2023
Visitor Center Traffic	1,140	779
Website Traffic + CV365.com	25,717	23,390
Facebook	11,802	9,964
Instagram	2,773	2,494
LinkedIn	845	539
Visitor Guide Distribution	9,245	8,786
Ad Campaign Impressions	130,412	1,167,568
Volunteer Hours	152	299

CEDAR FALLS COMMUNITY DEVELOPMENT  
 CULTURAL PROGRAMS, THE HEARST  
 Quarterly Report | Jan – Mar 2024



Cory Hurless (she/her), Cultural Programs Supervisor

### HEARST HIGHLIGHTS

- *Everyday Art: The Evolution of Street Photography*, on loan from the Syracuse University Art Museum, was on display in our large gallery along with *Assembled Portraits: David Van Allen* in the small gallery February through March. We hosted student tours of these exhibitions from UNI and Hawkeye CC, along with receptions, a tintype workshop and artist lecture featuring Iowa University alum Rudy Selgado and Red House Artist Taylor Hansen. **650+ visitors** attended the tours, receptions, and events around these exhibits.
- The Hearst Photo Club held a group exhibition in our newly refreshed lower-level gallery in February and March entitled: *Through My Lens*. **The exhibition featured 6 local photographers**, and their reception event February 17 had an attendance of 72.
- The Hearst's first ever *BIG IDEAS: tiny art* competition kicked off March 1, inviting the community to submit tiny artworks for a show at the end of May.
- Melody Parker reported on the Hearst's *Everyday Art, Assembled Portraits, and Through My Lens* exhibits, along with *BIG IDEAS: tiny art* in the WCF Courier in February & March.
- The Red Herring Theatre presented *POTUS: or Behind Every Great \*\*\*\*\* are Seven Women Trying to Keep Him Alive* to a packed Mae Latta Hall on January 30 with an **attendance of 106**.
- February 15 was our Valentine's Day Concert by Cedar Valley Chamber Music, full registration.
- Youth Classes: Art Day Away – day camp February 16, full registration. Create During Break – spring break art afternoons March 12-15, **full registration**. Messy Mornings, Teen Art Club, continued their sessions January – March with **full registrations**. Cultivating Creativity Saturday sessions took place January – March each month **full registrations**.
- Empty Bowls free family workshops and Community Development workshops took place in January – the public making **over 60 bowls** for the Northeast Iowa Food Bank.
- Adult Classes: Embroidery, Mocha Mugs, Crochet, Watercolor, Charcoal, and Mindful Art Creativity workshop took place January – March with **full registrations**. All wheel ceramics classes were **full registration**.
- CAFÉ Outreach efforts continued in January - March with art activity sessions conducted for Northstar, the Community Center, and Pathways Behavioral Services. The CAFÉ program piloted a grief art workshop at Unity Point Hospice on January 26, and a clay activity for Balance Autism in Waterloo on March 8. We also piloted a monthly art session for the local Homeschool Cedar Falls network Jan – Mar.
- Hearst Education Staff partnered with Scheels on their annual Spring Expo at the UNIdome March 30, providing art activity services to **over 250 kiddos from the community**.

## Hearst By The Numbers

Item 13.

Hearst Center for the Arts Activity Report			
	January	February	March
<b>OVERALL ATTENDANCE</b>			
# of Days Open to Public	25	25	24
<b>Door Counter + any virtual events</b>	<b>879</b>	<b>1291</b>	<b>1480</b>
Sculpture Garden (est.)	200	200	250
Average visits per day	40.76	58.24	63.04
<b>FREE SERVICES - ATTENDANCE DETAIL</b>			
Exhibition (walk-in)	148	193	274
Special Events (lectures, concerts, film, performance, free workshops)	215	273	113
Regular Monthly Public Programs	31	61	79
Community Meetings	18	24	12
Thursday Painters + Majong	97	167	120
Tours	0	16	34
<b>Total Free Services Attendance</b>	<b>509</b>	<b>734</b>	<b>632</b>
<b>OUTREACH &amp; VOLUNTEER SVC.</b>			
Volunteers (total number)	2	4	4
Volunteer Hours	18	9.25	11
Offsite Outreach Attendance	39	41	309
Offsite Outreach Number of Events	4	4	3
<b>PAID SERVICES - ATTENDANCE DETAIL</b>			
Family Workshops	64	0	0
Youth Classes	95	184	109
Adult Classes	102	181	134
Messy Mornings/ AM Kiddo Krafts	55	86	65
Camps	0	28	151
Rentals	0	0	46
Ceramics Lab	15	37	34
<b>Total Paid Services Attendance</b>	<b>331</b>	<b>516</b>	<b>539</b>
<b>MEMBERSHIPS</b>			
Total Friends Memberships	196	221	230
New/Renewed this month	39	34	11
<b>Total Revenue from New Memberships</b>	<b>\$5,135</b>	<b>\$12,870</b>	<b>\$1,075</b>
<b>DIGITAL TRAFFIC</b>			
E-News Subscriptions	1,104	1,111	1,118
Facebook Followers	3,522	3,609	3,631
Instagram Followers	1,216	1,230	1,233
Web views	1,170	1,331	865
<b>PRESS, # OF OCCURENCES</b>			
Newspaper article	2	1	3
Radio interviews	2	0	0
Press Releases	0	1	1
Social Media Paid ads	1	3	3

ENGINEERING DIVISION

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Finaled Out	\$508,133.06	Engineering Division /Owen Contracting
Bridge	BR-000-3259	2024 Bridge Inspections	Inspections	Underway	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Construction Underway	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Construction Underway	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Final Out Remains	\$150,000	Engineering Division
Parks	PI-000-3331	Orchard Hill Park Pickleball Court Expansion Project	New Construction	Bidding	\$500,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Construction Underway	\$800,000	Water Reclamation/ Snyder
Santiary	SA-000-3316	2023 Santiary Sewer Rehab	Sanitary Sewer	Construction Underway	\$250,000	Engineering/Water Rec
Santiary	SA-000-3325	2024 CDBG Santiary Sewer Rehab	Sanitary Sewer	Construction Underway	\$140,000	Engineering/Water Rec
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Finaled Out	\$157,876	Cobalt/Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Finaled Out	TBD	Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	DOT Final Out Remains	\$510,299	Engineering Division/Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Finaled Out	\$49,143.69	Iowa Flatworks
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Final out Remains	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-3230	2022 Street Construction	Street Repair	Complete	\$3,266,000.00	Engineering Division PCI
Streets	RC-000-3299	2023 Street Construction	Street Repair	Punch List Remains	\$2,664,055.20	Engineering Division PCI
Streets	RC-000-3230	2024 Street Restoration	Street Repair	Punch List Remains	\$1,023,036.30	Engineering Division PCI
Streets	SC-000-3339	2024 Seal Coat	Resurfacing	Design	\$200,000	Engineering Division
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Final Out Remains	\$6,000,000	Snyder
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Snyder/ K. Cunningham
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Construction Underway	\$3,400,000	Shive Hattery
Streets	TS-000-3294	Hudson Road & Various Int	Final Out	Final Out Remains	\$730,000	K&W / Snyder
Streets		HWY 58 & Ridgeway	Reconstruction	Construction Underway		AECOM / Iowa DOT
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Bidding	\$7,800,000	Snyder
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Construction Underway	TBD	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Final Out Remains	TBD	Engineering Division Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Final Out Remains	\$8,700,000	Snyder

**ENGINEERING DIVISION**

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



ENGINEERING DIVISION

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Approved	-----	Dahlstrom	Active
Community United Child Care	Nordic Drive	Approved	Approved	CUCCC	Active
D&D Midwest Investments	5630 Westminster Drive	Approved	Approved	VJ	Active
Creekside Condos	Cedar Heights/Valley High	Approved	Approved	Larson/Fehr Graham	Pending
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Peters/Axiom	Complete
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
McWing Storage Units	3015/3035 Capital Way	Approved	Approved	Owner	Complete
Mercy Health OBGYN	Bluebell Rd	Approved	Approved	Mercy/CGA	Complete
Midway Drive Storage Units	3717 Midway Drive	Approved	-----	Owner/VJ	Active
Pinnacle Prairie Senior Living	Prairie Parkway	Approved	Approved	Nelson/Axiom	Active
River Rec Area	Cedar River	Approved	-----	City of Cedar Falls	Active
The Cove at Spruce Hills	Spruce Hills Dr	Approved	-----	Owner/Snyder	Active
Veridian Credit Union	Brandilynn Boulevard	Approved	-----	Veridian	Complete

# Operations and Maintenance Division

## Department of Public Works

### January – March 2024

#### Streets Section:

- Snow and Ice control duties on various occasions
- Street maintenance included pothole repair and a storm sewer manhole replacement.
- Annual deep cleaning and preparation of construction equipment was performed.
- Brush and tree removal took place along sections of Dry Run Creek and various waterways.
- Work Zone safety training was completed by several street section staff.

#### Traffic Operations:

- 469 traffic control signs and labels were repaired or replaced
- 62 signal repairs were conducted throughout the month
- Relocated electrical to new shelter at Orchard Hill Park
- Prepared and sent out bid documents for annual street marking contract.
- Attended webinar training on MUTCD updates.

#### Fleet Maintenance:

- 3,111 transactions were recorded through the City's fuel dispensing sites
- Used 43,439 gallons of fuel 16,709 ethanol, 26,730 diesel
- 247 work orders were processed through the fleet section for the 1<sup>st</sup> quarter of the year
- Prepared equipment for summer use
- Assembled a committee to prepare specifications for replacement of FD511 aerial truck

#### Public Buildings:

- Completed cleaning inspections and addressed deficiencies
- Installed dehumidification system in the Island Park Beach House
- Energy efficiency lighting upgrades were made at the public library.
- Inspections and upgrades for ADA compliancy were conducted.

#### Parks:

- 47 hazard trees on City right of way were removed, 84 trees were trimmed
- Installed boat docks and disc golf launch pads at Island Park
- Removed dead ash trees from area of Washington Park
- Cleared invasive vegetation around Big Wood Recreation area
- Performed prairie burn at Prairie Lakes and select pollinator locations

#### Cemetery:

- Performed twenty three (23) interments; Thirteen (13) at Greenwood Cemetery, ten (10) at Fairview Cemetery and two (2) at Hillside
- Six (6) cremations; Five (5) Saturday services
- Spaces sold; nineteen (19) Five (5) at Greenwood, Ten (10) at Fairview, four (4) at Hillside Cemetery

#### Refuse:

- 1,945.5 tons of residential solid waste was collected. 397 three-yard container dumps were recorded. Crews responded to 56 residential bulk item collections.
- Crews collected 10 tons of yard waste from curbside collection, 255 carts were serviced.
- The Transfer Station hauled 209 loads of solid waste to the County Landfill totaling 2,934 tons.
- A total of 458 tons of household recyclable material was collected for the quarter
- 120 tons of e-waste, scrap metal, tires and appliances were recycled

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION DIVISION  
JANUARY – MARCH 2024

PLANT OPERATIONS

The Water Reclamation Facility performance was very good for the quarter with no Effluent permit violations. Flows to the facility continue to be abnormally low due to the ongoing drought in the area leading to low Inflow and Infiltration rates. Total flow to the facility was 320 million gallons for the quarter, with a daily average of 3.52 million gallons per day (MGD). This daily average flow is well below last year's daily average of 4.82 MGD as well as the five-year average of 5.15 MGD.

PLANT UPGRADES PROGRESS

A Kickoff meeting was held in February with our design consultant, Strand Associates, Inc. The initial phase of this process is a wastewater characterization study to help determine which potential technologies could fit our community's unique needs.

PROJECTS – TREATMENT PLANT

The Ultraviolet Disinfection system was brought online on February 29<sup>th</sup> for the season. This process is only required from March 15<sup>th</sup> through November 15<sup>th</sup>. This was started early this year as new bulbs were installed this winter and wanted to ensure the system was 100% operational.

Final Clarifier #2 was taken down to fix a broken sludge valve.

Plumb Tech was hired to fix a water main break feeding the Grit Building.

PROJECTS – COLLECTION SYSTEM

Pump and Motor #2 was reinstalled at 17<sup>th</sup> Street Lift Station after being refurbished by Hupp Electric Motor.

Pump and Motor #4 were then pulled at 17<sup>th</sup> Street Lift Station and sent to be refurbished. This is the third of the four pumps to be refurbished. Cedar Falls's largest, most important pump station, 17<sup>th</sup> Street handles roughly 70% of our wastewater daily.

One pump was also replaced at Timber Lift Station, and another rebuilt by WRF staff at Tourist Park Lift Station.

Automatic Systems, of Ames Iowa, troubleshot and updated the PLC at Tourist Park Lift Station.

BIOSOLIDS

The annual Biosolids Report was submitted to the EPA and IDNR on February 8<sup>th</sup>. This is a summary report of our Biosolids processing and disposal that is due each year on February 19<sup>th</sup>.

A 3-year lease was signed in February with Century Farms of Shell Rock, Iowa for 390 acres of farmland just west of town on 12<sup>th</sup> Street. 320 acres will be planted each year by the tenant farmer and 70 acres is set aside for year-round Biosolids disposal by WRF staff.

We were able to haul 124,000 gallons of liquid biosolids to local farm fields and another 242,000 gallons were dried through our dewatering system and put into storage.

With the continued nice weather, WRF staff hauled additional Biosolids to the Sartori Farm making additional room for summer storage at the Water Reclamation Facility.

10.47 tons of inorganic material were hauled to the landfill for disposal this quarter. This is below the five-year average of 19.8 tons and likely correlates with lower-than-normal flows.

### SANITARY SEWER SYSTEM CALLS & SERVICES

We received 554 sewer locate requests from the Iowa One Call system, 134 of which required field locating by WRF staff. These requests will increase dramatically in the next few months as construction season kicks off.

19 residential sewer problem calls were received. All but one were issues with private plumbing.

At around 8:00 AM on Sunday, January 28<sup>th</sup> an overflowing manhole was reported near 6507 University Avenue. On-call sewer staff spent several hours that day opening a blocked sewer main and cleaning up. The IDNR was notified, and a follow-up 5-day report was submitted as required.

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

WRF staff cleaned a total of 26,107 feet (4.94 miles) of sanitary sewer mains this quarter. This is below last year's 6.74 miles but above the five-year average of 4.26 miles.

WRF staff also televised 7,526 feet (1.43 miles) of sanitary sewer lines this quarter. This was just below last year's 1.6 miles and above the 5-year average of 1.1 miles.

### INDUSTRIAL PRETREATMENT

All required Bi-annual Compliance Reports were submitted from all regulated industrial facilities. Upon reviewing these documents, one Infrequent Non-Compliance Violation was issued to Viking Pump for a missed sampling in the second half of 2023. A follow-up meeting was scheduled with VP staff to ensure these minor violations do not become recurring.

The annual Pretreatment Report was submitted to the IDNR on February 23<sup>rd</sup>. This is a summary report of the Pretreatment Program due each year on March 1<sup>st</sup>.

### STAFF AND TRAINING

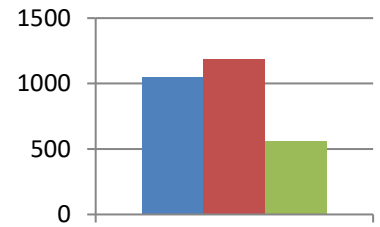
Joe Tegtmeier was promoted to WWTP Operator I in January.

Jeremy Northrup and John Koch were promoted to WWTP Operator II in February.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
1<sup>ST</sup> QUARTER 2024**

**CEDAR FALLS POLICE SHIFT STATS**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	1049	1189	559	2797
Traffic Stops	95	433	569	1097
Arrests	22	40	56	118
Accidents	103	116	26	245



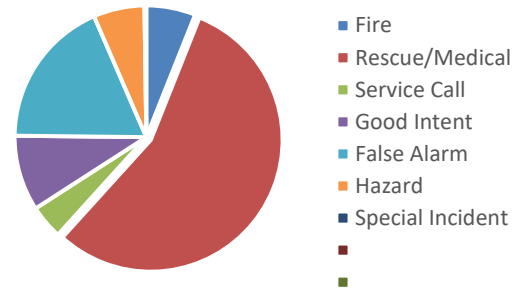
Police Calls for Service

**CEDAR FALLS FIRE**

Fire Calls For Service Statistics

Fire	26
Rescue/Medical	240
Service Call	18
Good Intent	40
False Alarm/Call	79
Special Incident	1
Hazardous Condition/Spec	27

Fire Calls For Service



**POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '24	Feb '24	Mar '24	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24
Group A Serious Crimes	87	82	82									
Group B Other Crimes	31	58	47									
Traffic Accidents	157	68	105									
Animal Calls	32	59	56									
Other Calls	1332	1188	1319									
CFS Totals	1639	1455	1609									

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

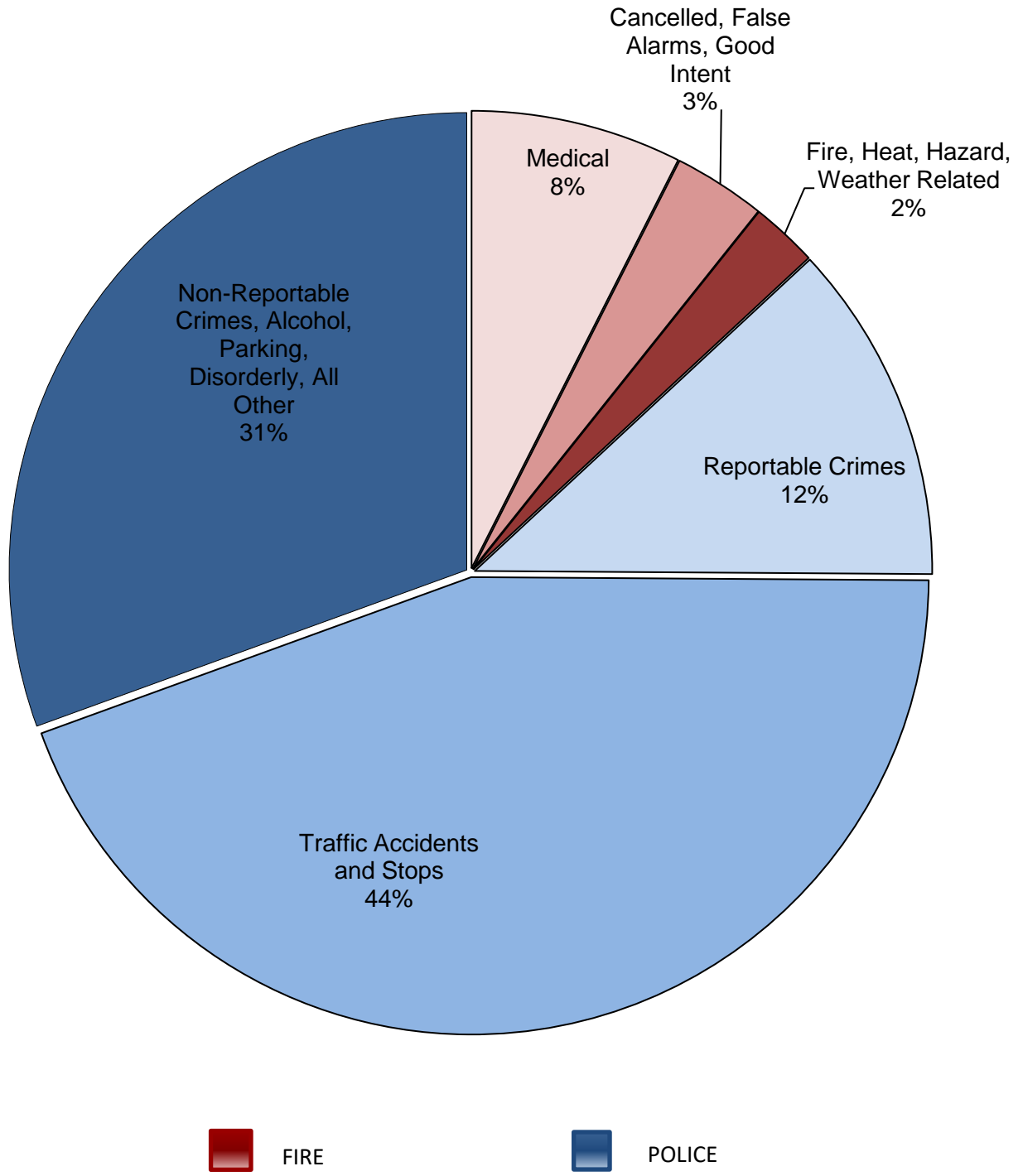
**FIRE RESCUE CALLS FOR SERVICE**

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

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

<b>POLICE STATISTICS:</b>	<b>Quarter 1</b>	<b>Total 2024</b>
Group A Crimes		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	0	0
Forcible Rape/Sodomy/Fondling	3	3
Robbery	1	1
Assault	36	36
Arson	0	0
Extortion/Blackmail	1	1
Burglary/B&E	13	13
Theft	100	100
Motor Vehicle Theft	2	2
Counterfeit/Forgery	6	6
Fraud	27	27
Embezzlement	0	0
Stolen Property	2	2
Vandalism	31	31
Drug Offenses	27	27
Incest	0	0
Porno/Obscene Material	2	2
Op/Pro/Asst. Gambling	1	1
Weapon Law Violation	1	1
Group B Crimes		
Disorderly Conduct	7	7
Driving Under Influence	31	31
Drunkenness	19	19
Non-Violent Family Offense	3	3
Liquor Law Violation	0	0
Runaway	2	2
Trespassing	5	5
All Other Offenses	69	69
Group A Total:	251	251
Group B Total:	136	136
Total Reported Crimes:	387	387
Traffic Accidents		
Fatality	0	0
Personal Injury	39	39
Hit and Run	46	46
Property Damage	245	245
Total reported Accidents	330	330
Calls for Service	2797	2797
Total Arrests	118	118

### Cedar Falls Public Safety Response Summary (Quarter 1 2024)



**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

April 24, 2024

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

Mayor Laudick and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of a testing instrument for the position of Fitness 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 Points	Total Points With Preference
1	Megan Gerhardt	54		54
2	Sarah Paustian	45		45
3	Michelle Cook	41		41
4	Heidi Draisey	39		39
5	Edward "Justy" Reed	37		37

Respectfully Submitted,

  
Paul Lee, Commission Chairperson

  
Crystal Ford, Commissioner

  
Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk  
Cc: Stephanie Houk Sheetz, Director of Community Development  
Mike Soppe, Recreation & Community Programs Manager  
Civil Service Records





## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

---

**TO:** Mayor Laudick and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** April 22, 2024  
**SUBJECT:** FY24 Report by Community Main Street

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY24 filed by Community Main Street. The second ½ payment for their SSMID funding and the Second ½ payment for their Tourism Activities & Economic Development Services funding are therefore listed on the council bills to be processed.

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

xc: Jennifer Rodenbeck, Director of Finance and Business Operations  
Stacy Braun-Wagner, Finance Clerk  
Paul Kockler, Accountant



April 12, 2024

Mayor Laudick and Council Members  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

RE: SSMID, Tourism Activities & Economic Development Services Funds

Attached please find the Bi-annual Report from Community Main Street delineating the current status and recent progress of the organization's pursuit of "economic vitality in the context of historic preservation."

In this report you will find a summary of the activities outlined in the grant contract(s). These are found through our Main Street Iowa quarterly reports as well as our Board minutes.

These activities are in the areas of:

- Design and historic preservation
- Business development and retention
- Promotion and marketing
- Member development, training and communication
- Summary of investments
- FY2024 program of work

The following required attachments are also included:

- Board Roster
- Summation of ways we promoted the District
- Financial Statements
- Support documents

We are grateful for the support that the City of Cedar Falls has provided over the years and the collaborative effort by many groups and individuals in creating a Downtown District with appreciated real estate values, a reputation as a great destination and as a source of community pride. We will continue to do our part to help move the Cedar Falls Downtown District forward in a positive light. With submission of this report, we respectfully request the disbursement of funds to Community Main Street of collected SSMID monies and of the previously awarded Tourism Activities & Economic Development Services Grant for the continuation of this pivotal community program. We would be pleased to provide any additional information that you may require to process the release of funds.

Kind Regards,

Kim Bear  
Executive Director  
Community Main Street



# 1987-MS-001 - Cedar Falls - 1987

## Status Report Details

<b>Funding Opportunity:</b>	69444-Main Street Iowa Communities	<b>Initial Submit Date:</b>	Jan 12, 2024 11:58 AM
<b>Program Area:</b>	Downtown Resource Center	<b>Initially Submitted By:</b>	Kim Bear
<b>Status:</b>	Approved	<b>Last Submit Date:</b>	
<b>Status Report Number:</b>	105	<b>Last Submitted By:</b>	
<b>Status Report Type:</b>	Quarterly Economic Impact	<b>Approved Date:</b>	Feb 2, 2024 2:45 PM
<b>Reporting Period:</b>	10/01/2023 - 12/31/2023		

## Contact Information

### Primary Contact Information

**First Name\*:** Kim Middle Name Bear  
First Name Last Name

**Title:** Executive Director

**Email\*:** director@communitymainstreet.org

**Address\*:** 310 East 4th Street

3815 Union Road

CEDAR FALLS Iowa  
City State/Province

50613  
Postal Code/Zip

**Phone\*:** (319) 277-0213 Ext.  
Phone  
###-###-####

**Fax:** ###-###-####

### Organization Information

**Name\*:** Community Main Street, Inc.

**Organization Type\*:** Non-Profit Organization

**DUNS:** ##-###-####

**Tax Id:**

**Unique Entity Identifier (UEI):**

**Organization Website:** http://communitymainstreet.org

**Address\*:** Community Main Street  
310 E 4th St

Cedar Falls Iowa  
City State/Province

50613  
Postal Code/Zip

**Phone\*:** (319) 277-0213 Ext.  
###-###-####

**Fax:** ###-###-####

## Quarterly Economic Impact Report

### Investments in the Main Street District

**Project Type\*:** Rehab Existing Building

**Building/Business Name:** Tandem Tire

**Address:** 122 W. 1st Street

**Private Amount Invested:** \$2,000.00  
Amount Invested

Include city, county, local utility, etc.

**Public Amount Invested:** \$0.00  
Amount Invested

Include state, federal, and other grant funds invested.

**Grant Amount Invested:** \$0.00  
Amount Invested

**Total Amount Invested:** \$2,000.00

**Comments:**

**Project Type\*:** Rehab Existing Building

**Building/Business Name:** Hurling Hatchet

**Address:** 100 E. 2nd Street

**Private Amount Invested:** \$2,300.00  
Amount Invested

Include city, county, local utility, etc.

**Public Amount Invested:** \$0.00  
Amount Invested

Include state, federal, and other grant funds invested.

**Grant Amount Invested:** \$0.00  
Amount Invested

**Total Amount Invested:** \$2,300.00

**Comments:**

**Project Type\*:** Rehab Existing Building

**Building/Business Name:** Cedar Falls Historical Society

**Address:** 315 Clay Street

**Private Amount Invested:** \$425,000.00  
Amount Invested

Include city, county, local utility, etc.

**Public Amount Invested:** \$0.00  
Amount Invested

Include state, federal, and other grant funds invested.

**Grant Amount Invested:** \$0.00  
Amount Invested

**Total Amount Invested:** \$425,000.00

**Comments:**

***Buildings Sold in the Main Street District***

***Business Changes in the Main Street District***

**Business Name\*:** The Nook

**Address:** 216 Main Street

**Business Status:** New

**Business Type:** Retail

Enter only positive, whole numbers for the number of jobs affected. The reporting system will automatically calculate jobs based on the business status and will correctly calculate full- and part-time jobs.

# of FT Jobs: 2

# of PT Jobs: 1

Business Name\*: Grid Lounge

Address: 100 E. 2nd Street

Business Status: New

Business Type: Service

Enter only positive, whole numbers for the number of jobs affected. The reporting system will automatically calculate jobs based on the business status and will correctly calculate full- and part-time jobs.

# of FT Jobs: 2

# of PT Jobs: 2

Business Name\*: Big Foot Betty's

Address: 419 Main Street

Business Status: New

Business Type: Food Establishment

Enter only positive, whole numbers for the number of jobs affected. The reporting system will automatically calculate jobs based on the business status and will correctly calculate full- and part-time jobs.

# of FT Jobs: 4

# of PT Jobs: 6

### ***New Housing in the Main Street District***

#### ***Main Street Events & Activities***

Event/Activity Name\*: Upstairs Downtown

Date: 10/24/2023

Event/Activity Type: Image

Event/Activity Name\*: Holiday Hoopla Kickoff

Date: 11/24/2023

Event/Activity Type: Special Event

Event/Activity Name\*: Trick or Treat in the District

Date: 10/31/2023

Event/Activity Type: Special Event

Event/Activity Name\*: Downtown Ingredients

Date: 11/9/2023

Event/Activity Type: Retail

Event/Activity Name\*: Deck the Falls

Date: 11/14/2023

Event/Activity Type: Volunteer Development

Item 15.

**Event/Activity Name\*:** Shop Small Saturday

**Date:** 11/25/2023

**Event/Activity Type:** Retail

Item 15.

**Event/Activity Name\*:** Reindeer Games

**Date:** 11/30/2023

**Event/Activity Type:** Special Event

**Event/Activity Name\*:** Breakfast at the North Pole

**Date:** 12/2/2023

**Event/Activity Type:** Fundraising

**Event/Activity Name\*:** Jingle & Mingle

**Date:** 12/7/2023

**Event/Activity Type:** Retail

**Event/Activity Name\*:** Trolley Rides & Santas Workshop

**Date:** 11/30/2023

**Event/Activity Type:** Image

**Event/Activity Name\*:** Santa 50613

**Date:** 11/30/2023

**Event/Activity Type:** Image

**Event/Activity Name\*:** Baby It's Cold Outside

**Date:** 12/21/2023

**Event/Activity Type:** Special Event

**Event/Activity Name\*:** Partner Thank you

**Date:** 11/21/2023

**Event/Activity Type:** Image

**Event/Activity Name\*:** Eat Drink & Be Merry

**Date:** 12/14/2023

**Event/Activity Type:** Special Event

**Event/Activity Name\*:** Movie Magic

**Date:** 12/16/2023

**Event/Activity Type:** Special Event

**Event/Activity Name\*:** Girls' Night Out

**Date:** 10/5/2023

**Event/Activity Type:** Retail

**Event/Activity Name\*:** District Enhancement Grant

118

Date: 10/09/2023

Event/Activity Type: Image

Item 15.

Event/Activity Name\*: Business Owner Santa Night

Date: 12/5/2023

Event/Activity Type: Image

### ***Volunteer Hours Invested in Main Street***

Volunteer Hours\*: Yes

Total Volunteer Hours: 3561.00

## Commentary

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### **Design Commentary/Updates:**

Deck the Falls is always a wonderful time making sure Downtown is beautiful for the holidays. We had beautiful weather with everyone in sweatshirts and its amazing how volunteers show up when it is night out. We also continue to see Facade Grant applications coming in and so the most recent conversation was with Humble Travel and updating their awning for their corner spot. It is currently in the works.

### **Economic Vitality/Business**

#### **Improvement Commentary/Updates:**

Economic Development committee rolled out the first round of our District Enhancement grant. This has been a labor of love for this crew, trying to determine how best to structure it, who the intended audience is and how the funds can be the most helpful. We learned quite a bit from the first round of grants and will continue to learn as we support the stakeholders of the Downtown District.

#### **Promotion Commentary/Updates:**

Our new website is finally live after a year of work and it still continues to be a work in progress as we evaluate our needs. Our "How do you downtown?" campaign will continue through the spring that will then roll into a targeted volunteer recruitment campaign. We still have two more videos to roll out but it has been a fun project thus far and the videos will continued to be used for more fun. The promotions committee is also working on a marketing grant to help small businesses with some new marketing strategies that will also include an educational component.

#### **Organization Commentary/Updates:**

Our organization volunteers were and are always busy planning. We were able to hold a successful Upstairs Downtown again for the first time since before COVID and everyone enjoyed a lovely Tuesday evening wandering around the District. We have so many AirBNB's now that people weren't aware of that it is fun to show them off. We also had another successful Partner Thank You with an abundance of treats and treat trays to deliver to our partners, delivering is a favorite of a lot of committee members because everyone is so appreciative. The committee went through Main Street Iowa awards and determined what we feel like we should nominate this year and also our Volunteer of the year. Last but not least it is time to start planning for our Volunteer Appreciation party where we will be leaping for our volunteers on February 29th... get it!

#### **Program Commentary/Updates:**

We survived 4th quarter with the amazing help of our core volunteers who continue to show up over and over again. The Hoopla season can be overwhelming but also so rewarding. We saw record crowds every Thursday night due to mother nature being our very best friend and because everyone loves Santa. We always learn about things we can do differently. We were also busy in the office with selling gift certificates, between Thanksgiving and Christmas we sold just over \$60,000 which doesn't include all the financial institutions that sell them for us. We also had a request to add a

#### **Suggestions for state staff:**

N/A

List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc.

# 1987-MS-001 - Cedar Falls - 1987

## Status Report Details

<b>Funding Opportunity:</b>	69444-Main Street Iowa Communities	<b>Initial Submit Date:</b>	
<b>Program Area:</b>	Downtown Resource Center	<b>Initially Submitted By:</b>	
<b>Status:</b>	Editing	<b>Last Submit Date:</b>	
<b>Status Report Number:</b>	107	<b>Last Submitted By:</b>	
<b>Status Report Type:</b>	Quarterly Economic Impact	<b>Approved Date:</b>	
<b>Reporting Period:</b>	01/01/2024 - 03/31/2024		

## Contact Information

### Primary Contact Information

**First Name\*:** Kim Middle Name Bear  
First Name Last Name

**Title:** Executive Director

**Email\*:** director@communitymainstreet.org

**Address\*:** 310 East 4th Street

3815 Union Road

CEDAR FALLS Iowa  
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###-###-####

**Fax:** ###-###-####

## Quarterly Economic Impact Report

### *Investments in the Main Street District*

### *Buildings Sold in the Main Street District*

**Building/Business Name:** Talk to Me Technologies Building



**Address\*:** 517 Washington Street  
**Current Use:** Vacant  
**Future Use:** Unknown  
**Amount of Sale:** \$592,000.00

Item 15.

### ***Business Changes in the Main Street District***

**Business Name\*:** Stone Feather Road  
**Address:** 218 Main Street  
**Business Status:** Relocated Out of Main Street District  
**Business Type:** Retail

Enter only positive, whole numbers for the number of jobs affected. The reporting system will automatically calculate jobs based on the business status and will correctly calculate full- and part-time jobs.

**# of FT Jobs:** 2

**# of PT Jobs:** 1

### ***New Housing in the Main Street District***

#### ***Main Street Events & Activities***

**Event/Activity Name\*:** Spring Shop Hop  
**Date:** 3/28/2024-3/30/2024  
**Event/Activity Type:** Retail

**Event/Activity Name\*:** Downtown Delights  
**Date:** 2/10/2024  
**Event/Activity Type:** Retail

**Event/Activity Name\*:** Volunteer Appreciation Party  
**Date:** 2/29/2024  
**Event/Activity Type:** Volunteer Development

**Event/Activity Name\*:** January Blowout Sales  
**Date:** 1/4/2023  
**Event/Activity Type:** Retail

#### ***Volunteer Hours Invested in Main Street***

**Volunteer Hours\*:** Yes  
**Total Volunteer Hours:** 228.00

## Commentary

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### **Design Commentary/Updates:**

The Design committee and folks involved in Design have been busy. We have been exploring some new kiosk options; adding and replacing our current one and have some good ideas for what that could look like. Hope to get something installed this summer yet provided everyone agrees.

Many committee members as well as board members have been involved in discussions and providing resources to a building owner who is facing possible condemnation. Kendalle was made the executor of the estate after the passing of the long time owner

of the 109 E. 2nd Street building and had no idea it was in the disrepair upstairs that it is. The City became involved because a wellness check occurred when those close to John (owner) couldn't get a hold of him. It was at that time the paramedics and public safety became aware of his living conditions. During a February Council meeting there was the initial hearing giving Kendalle a deadline to come up with a plan. So far they have spent one weekend cleaning out the space with multiple dumpster loads and plan to do another one. We have provided Kendalle with numerous resources whether they be people or grant opportunities. They have continued to run into barriers for various reasons but Kendalle is looking into all the options of continuing the work, a selling option or moving what was an art gallery on the main floor. You can tell that she is passionate about carrying on John's legacy but this is a huge undertaking. We continue to be a resource to her in whatever capacity she needs.

Item 15.

Design also looked at Patton (new restaurant) signage and exterior changes that they will be making.

The design committee also provided feedback for the preliminary plans for a new building at 3rd and State but we have not yet seen final plans.

Making plans for a District wide Earth Day clean up on March 22nd as well as preparing for the flowers to be delivered in May.

### **Economic Vitality/Business**

#### **Improvement Commentary/Updates:**

Economic Vitality has also helped to explore options for the 109 E. 2nd Street building as one of our committee members is a part of the SBDC and has been a wonderful resource to Kendalle. Economic Vitality will continue to work on the Enhancement Grant. So far we have seen one project complete with two more to be completed in the next couple of months. It will be great to share before/after pictures of projects and how CMS was able to help with the projects. This committee is also looking for new members to expand our reach.

#### **Promotion Commentary/Updates:**

The promotion committee has spent months working on our MAGIC (Marketing Assistance Grant for Inspiring Commerce) Grant. We are excited to officially roll it out in May.

Bar/Restaurant group is working on Restaurant Week to occur in April and there are so yummy things being included and presented by the restaurants. Can't wait!

We will also be rolling out our last 3 videos for "How Do You Downtown?" in the second quarter.

Conversations have started with the Farmers Market to be better partners with them in the hopes that we can help each other with the great traffic that they bring to the Downtown District.

We have also been working on our calendar of events and getting things rolling with all of our sponsors for ARTapalooza, District Street Party and Holiday Hoopla. Our summer will be short on events without Movies Under the Moon but a lot of new things in the brainstorming session as we have had some different business wanting to get involved. Stay tuned...

#### **Organization Commentary/Updates:**

Organization spent first quarter helping to plan the Volunteer Appreciation Party as well as helping to pull together the District Street Party award nomination. Org has also started brainstorming different ways to recruit and train new volunteers and we think we have some exciting options to roll out in 2024.

#### **Program Commentary/Updates:**

First quarter flew by with lots of planning for the remainder of 2024. We have been having exciting conversations with new folks in the District who want to get involved and also have been challenging us to look at events differently. There definitely feels like there is a shift away from any sort of "drinking" event and more quality of life events which isn't a bad thing but something we just need to shift towards.

A lot of collaboration happening in the Cedar Valley through new ventures with Sturgis Falls, the River Project and UNI homecoming. The City is restricting who and how Main Street can be closed for events which came out of lots of conversations with our exec board and the City. While we understand why Main Street is an attractive venue, it is also inexpensive from the fees perspective but not all street closures are good for the businesses.

#### **Suggestions for state staff:**

N/A

List suggestions & questions on services, training topics, (for MSI communities and/or local needs)  
new resources, speakers you would recommend, etc.

A summary of new investment and job creation/retention figures for the applicable reporting period

<b>Business/Job Changes October 2023 through March 2024</b>						
	<b>New Business Opening</b>	<b>Net Jobs Created</b>	<b>Businesses Closing or Moving out</b>	<b>FTE Jobs Lost</b>	<b>Businesses Relocating/Expanding Downtown</b>	<b>Net FTE Jobs Created with Expand/Relocate</b>
October- December 2023	3	8	0	0	0	0
January- March 2024	0	0	1	2	0	0
<b>Totals</b>	<b>3*</b>	<b>8**</b>	<b>1*</b>	<b>2**</b>	<b>0</b>	<b>0</b>

\*Business opening (3) - business closing (1) = net (2)

<b>Rehabilitation, Renovation &amp; New Construction October 2023 through March 2024</b>		
	<b>Projects</b>	<b>Investment Value</b>
October 2023-December 2023	3	\$429,300
January 2024-March 2024		
<b>Total</b>	<b>10</b>	<b>\$429,300</b>

<b>Buildings Sold October 2023 through March 2024</b>		
	<b>Quantity</b>	<b>Investment</b>
October-December 2023	0	0
January-March 2024	1	\$592,000
<b>Total</b>	<b>0</b>	<b>\$592,000</b>

<b>Volunteer Hours October 2023 through March 2024</b>	
October-December 2023	3561
January-March 2024	228
<b>Total</b>	<b>3,789</b>

**CEDAR FALLS COMMUNITY MAIN STREET  
“ONE-SHEET”  
March 2024**

<b>BOARD OF DIRECTORS</b>	<b>ECONOMIC DEVELOPMENT COMMITTEE</b>	<b>DESIGN COMMITTEE</b>	<b>ORGANIZATION COMMITTEE</b>	<b>PROMOTIONS COMMITTEE</b>	<b>RETAIL/NIGHTLIFE PROMOTIONS</b>
<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>Attend city council meetings</li> <li>Program of work</li> <li>Deliberate business visitation program</li> <li>April Bi-Annual report</li> <li>MSI Quarterly reports (2)</li> <li>Staff review</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>Budget</li> <li>Main Street America Accreditation</li> <li>City funding request</li> <li>October bi-annual report</li> <li>MSI Pulse Poll</li> <li>MSI Quarterly reports (2)</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>Celebrate anniversaries (5, 10, 15)</li> <li>Promotional materials in vacant spaces -&gt; create and move to promotions silo</li> <li>Schedule bi-annual landlord/property owner meetings</li> <li>Continue conversations between stakeholders and the board regarding parking</li> <li>District Enhancement Grant</li> <li>MSI annual checklist</li> <li>Quarterly New business visits (10x)</li> <li>Advocate for the implementation of the parking plan or requests made by stakeholders</li> <li>Topical trainings</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>Challenge Grant FY23</li> <li>District Enhancement Grant round 1</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>Wayfinding within District</li> <li>Parking lot cleanliness &amp; maintenance program</li> <li>MSI annual checklist</li> <li>Seasonal beautification</li> <li>Spring clean up</li> <li>Façade grant reviews</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>Challenge Grant FY23</li> <li>Fall Clean-up</li> <li>Seasonal beautification</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>MSI annual checklist</li> <li>Friends campaign (100% board participation)</li> <li>Volunteer recruitment piece</li> <li>Program awareness through community outreach</li> <li>Flower fundraiser</li> <li>Annual meeting</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>Upstairs Downtown</li> <li>Partner Thank you</li> <li>Volunteer Appreciation</li> <li>Main Street Iowa award nominations</li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>Newsletter (3)</li> <li>Kiosk maps/fliers</li> <li>Social Media engagement</li> <li>Calendar of events mailing (x1)</li> <li>MSI annual checklist</li> <li>Visitor Guide/Tourism coop</li> <li>Hops</li> <li>Holiday Hoopla <ul style="list-style-type: none"> <li>Sturgis Falls Parade</li> </ul> </li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>Movies Under the Moon (3)</li> <li>Newsletter (9)</li> <li>ARTapalooza</li> <li>Street Party</li> <li>Website update</li> <li>Trick or Treat</li> <li>Holiday Hoopla Kickoff</li> <li>Calendar of events mailing</li> <li>Holiday Hoopla <ul style="list-style-type: none"> <li>Reindeer Games</li> <li>Jingle &amp; Mingle</li> <li>Breakfast with Santa</li> <li>Hoopla Cheer/bar crawl</li> <li>Baby It's Cold Outside</li> <li>Movie Magic</li> <li>Coloring Contest</li> <li>Trolley Rides</li> <li>Letters to Santa</li> <li>Window Contest</li> </ul> </li> </ul>	<p><b>Focus:</b></p> <ul style="list-style-type: none"> <li>Spring Girls Night Out</li> </ul> <p><b>Done:</b></p> <ul style="list-style-type: none"> <li>Fall Girls' Night Out</li> <li>Downtown Ingredients</li> <li>Small Business Saturday</li> <li>Jingle &amp; Mingle</li> <li>January Blowout Sales</li> <li>Downtown Delights</li> <li>Spring Shop Hop</li> </ul>



Promotion  
Organization &  
Development



Economic  
Development &  
Design

# OUR MISSION & BOARD OF DIRECTORS

Item 15.



**Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.**

# INTRODUCING OUR BEST TEAM



**KIM BEAR**  
**EXECUTIVE DIRECTOR**

- Chaos coordinator
- Lover of all things Downtown
- Oversee the execution, documentation and conduct of the Downtown program



**KASSIDY TESSENDORF**  
**EVENTS & PROMOTIONS COORDINATOR**

- Creator of the best content
- Retail event expert
- Brainstorming extrodinnaire



**HEATHER MORITZ**  
**OFFICE COORDINATOR**

- Gift certificate administrator
- Oversees all income coming and expenses going out

# What have we been up to?

## October 2023 - Hosted Upstairs Downtown



October 24th, 2023  
5:30-7:30pm

*Welcome & Enjoy!*

Please begin your tour in this order:



**-123 Main Street**  
AirBNB above Harry's

**-212 Main Street**  
Masonic Lodge

**-219 Main Street #5 & #6**  
Main Street Apartments

**-305 Main Street**  
Wine Shop Apartment

**-317 Main Street**  
AirBnB

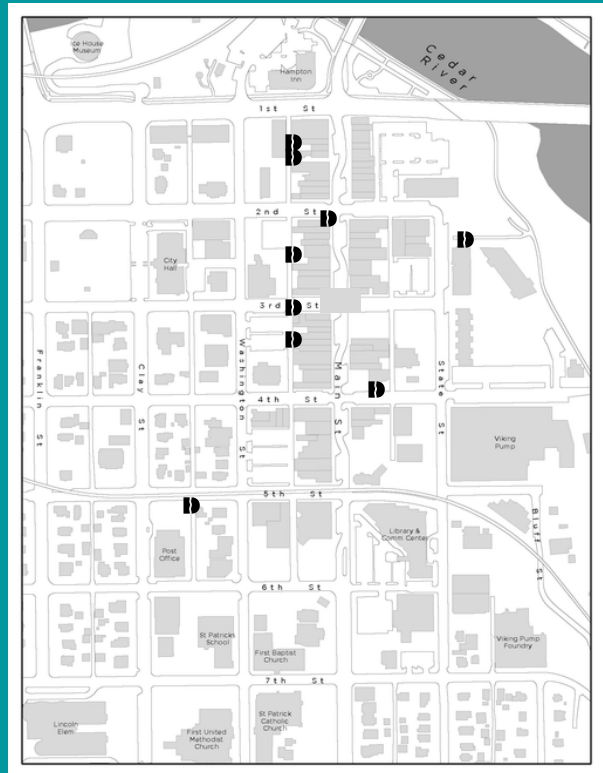
**-250 State Street #307 & #201**  
State Street Apartments

**-503 Washington Street**  
Little Light Studio

**-115 E. 4th Street**  
Woolverton Building

**-115 Main Street**  
The Black Hawk Hotel Room

*Thank you for coming!*



Be sure to check out our amazing Downtown District restaurants, bars and shops after the event!



& Stay up to date on our other events!



*Scan here!*



## -Girls Night Out Specials-

 Hurts Donut: Margarita Donuts and Donut Hole Sampling	 Vintage Irons: \$5 store cash with every \$25 purchase. Food samples & a \$100 store giftcard giveaway!	 Pretty Good Co: wine samples and 15% off purchases of \$20 or more.	 Palace Clothiers: Wine and Chocolate sampling	 Funky Zebras: 20% off one item	 Runner's Flat: 35% off select apparel sale
 George's Local: Frozen Apple Cider Marg \$7	 Stam: BOGO gelato of equal or lesser value	 The Other Place: \$4.00 Seltzers	 Pepper Boutique: 15% off storewide	 Jiva Salonspa: Save 20% off your Aveda favorites when you purchase 1 or more limited- edition gift sets.	 Peekaboo: for every \$50 spent you get entered into a drawing to win a \$50 gift card
 Main Street Exchange: 20% off your most expensive item. Limit 1.	 Here's What's Poppin: Buy 3 bags, get 1 free.	 Bambinos: \$5 Ladies Sweet Shareable Sampler dessert box.	 Driftless Style: 10% off \$50 purchases, 20% off purchases over \$150.	 The Cob Mercantile/ World's Window: Cobtoberfest Bingo Beer & Pretzels	 LR Jewelers: Stam chocolates available for customers to enjoy
 Pump Haus: Treat table, \$4 wines and \$4 seltzers.	 LBL: Free gift with purchase over \$45 - Limited quantity available.	 Main Street Sweets: Receive a free "Main Street Sweets" Pura Vida bracelet with any purchase.	 Spotlight Style Boutique & Salon: \$10 Jewelry	 Basket of Daisies: 20% off one regular priced item. Some exclusions apply. Lantern decorating included	 Hatchlings & Hens: \$5 in Hatchlings & Hens cash for every \$25 spent.

## Girls Night Out Participating Locations

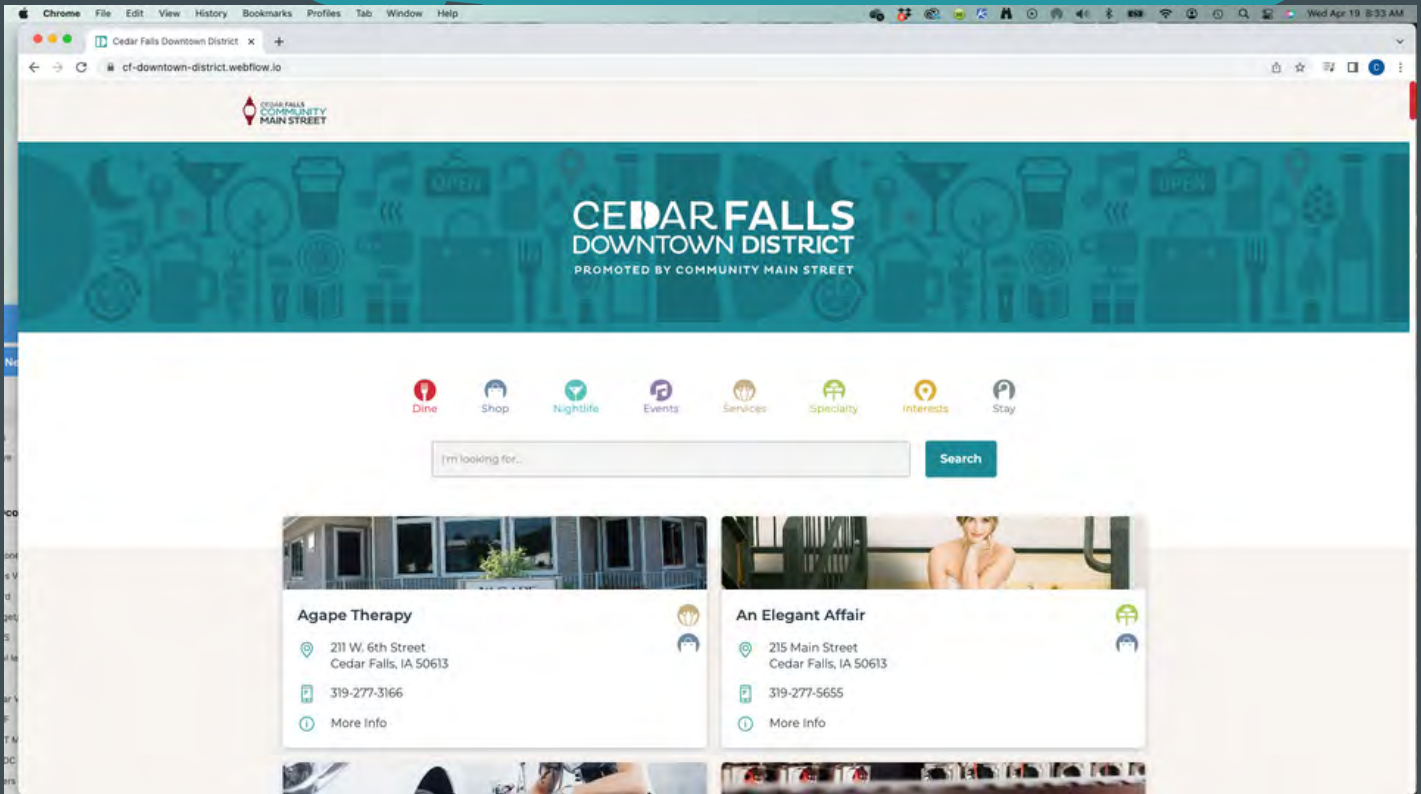
- |   |                                 |
|---|---------------------------------|
| -PUMP HAUS (311 MAIN)                     | -PRETTY GOOD CO. (226 MAIN)     |
| -HERE'S WHAT'S POPPIN (220 MAIN)          | -PEPPER BOUTIQUE (213 MAIN)     |
| -MAIN STREET EXCHANGE (303 MAIN)          | -THE COB MERCANTILE (212 MAIN)  |
| -HATCHLINGS & HENS (109 MAIN)             | -PALACE CLOTHIERS (309 MAIN)    |
| -LBL (321 MAIN)                           | -THE OTHER PLACE (209 MAIN)     |
| -VINTAGE IRON (104 MAIN)                  | -BAMBINOS (401 MAIN)            |
| -WORLDS WINDOW (214 MAIN)                 | -HURT DONUT COMPANY (100 E 2ND) |
| -PEEKABOO (108 MAIN)                      | -GEORGE'S LOCAL (108 E. 4TH)    |
| -CHOCOLATERIE STAM (122 MAIN)             | -LR JEWELERS (323 MAIN)         |
| -BASKET OF DAISIES (116 MAIN)             | -RUNNERS FLAT (120 MAIN)        |
| -JIVA (223 MAIN)                          | -MAIN STREET SWEETS (307 MAIN)  |
| -THE FUNKY ZEBRAS (100 E. 2ND, SUITE 104) | -SPOTLIGHT STYLE                |
| -DRIFTLESS STYLE (106 MAIN)               | BOUTIQUE & SALON (112 W. 3RD)   |

Thank you for supporting local!

# October 2023 - Main Street American and got to show off our wonderful Cedar Falls Downtown District



October 2023 - Launched our new website...  
Check it out!



# IN OCTOBER WE ROLLED OUT THE NEW DISTRICT ENHANCEMENT

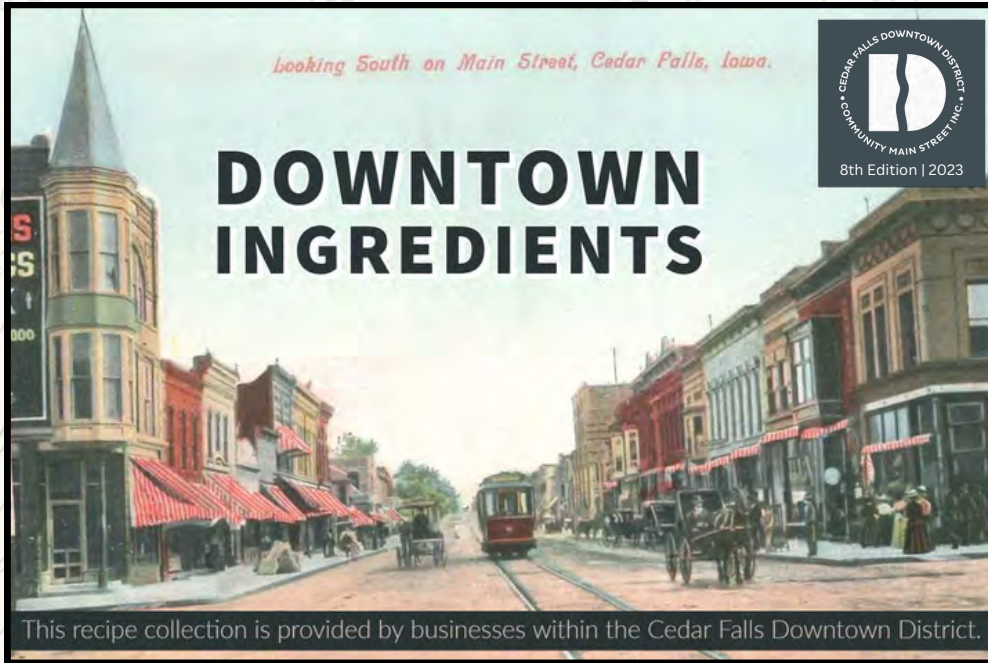
Item 15.



Check out details here



# November - was filled with two retail events in Downtown Ingredients and Small Business Saturday



## November 9th-11th, 2023

Grab all the right ingredients for your holiday season, pick up gifts, decor and more during Downtown Ingredients! As you eat, drink and shop you will pick up a recipe card from participating merchants and go home with your very own Cedar Falls Downtown District cookbook. We truly have all the ingredients for your holiday in the District.

Mark your calendars for our upcoming events!

Deck the Falls- Help us get downtown ready for the holidays!  
November 14 & 15: Scan this QR code to sign up!



**Holiday Hoopla Kickoff-** Santa Claus is coming to the Cedar Falls Downtown District! Don't miss his grand entrance on Friday, November 24th, 6-8pm!

**Small Business Saturday-**  
November 25: Shop your favorite Downtown District small businesses!



# November 2023 – we Decked the Falls

Holiday  
Loopia  
DECK  
THE  
FALLS



**And Santa came on a giant Rocking Horse named Stan in front of thousands!!**





# Holiday Hoopla HOSTED:

- JINGLE & MINGLE
- BREAKFAST AT THE NORTH POLE
- TROLLEY RIDES ON THURSDAYS
- SANTA IN HIS WORKSHOP EVERY THURSDAY AND SATURDAY
- EAT, DRINK & BE MERRY
- MOVIE MAGIC AT THE OSTER
- COLORING CONTEST
- SANTA LETTERS
- BABY IT'S COLD OUTSIDE
- REINDEER GAMES

This year of Holiday Hoopla was YEAR 15 and just in case anyone every asks this is how Santa has arrived each year!



We also used an updated logo for the Hoopla season





January 2024 - ARTapalooza applications went live for the 18th annual event!



# January 2024 - Our retail locations hosted January Blowout Sales

## JANUARY BLOWOUT SALES

VISIT EACH LOCATION TO COMPLETE YOUR PUNCH CARD TO BE ENTERED TO WIN COMMUNITY MAIN STREET GIFT CERTIFICATES!  
TURN IN YOUR COMPLETED CARD TO ANY PARTICIPATING BUSINESS!

**VINTAGE IRON**  
50% OFF  
CHRISTMAS +  
SPECIAL TABLE  
SALE

**DRIFTLSS STYLE**  
10% OFF STORE  
+ 50% OFF  
CHRISTMAS

**PEEKABOO**  
BUY ANY 3  
ITEMS,  
GET ONE FREE

**BASKET OF  
DAISIES**  
\$10 OFF  
\$50 PURCHASE

**FUNKY  
ZEBRAS**  
20% OFF STORE +  
50% OFF  
CHRISTMAS

**THE COB  
MERCANTILE**  
VARIOUS  
MARKDOWNS

**PEPPER**  
20% OFF  
STOREWIDE

**WORLD'S  
WINDOW**  
25% OFF  
HOLIDAY

**HERE'S WHATS  
POPPIN**  
BUY 3 BAGS OF  
POPCORN, GET 1  
FREE

**JIVA  
SALONSPA**  
SAVE ADDITIONAL  
25% OFF SELECT  
GIFT SETS

**PRETTY  
GOOD CO.**  
10% OFF STORE  
(EXCLUDES CLEARANCE)  
25% OFF \$30

**SPOTLIGHT  
STYLE BOUTIQUE  
& SALON**  
25% OFF  
CLOTHING

**MAIN STREET  
EXCHANGE**  
25% OFF  
ONE ITEM

**PALACE  
CLOTHIERS**  
50% OFF STORE  
EXCLUSIONS APPLY

**PUMP HAUS**  
BUY \$25 GIFT  
CARD  
FOR \$20

**LBL**  
30-50% OFF SELECT  
APPAREL, 10% OFF  
BOOTS, \$15 OFF IN STOCK  
WIGS/SPECIAL ORDER,  
FREE COSMETIC TOTE  
WITH WIG PURCHASE

**GEORGE'S  
LOCAL**  
25%  
OFF  
MERCH

**FABFINDS  
SHOPPE**  
BUY \$25 GIFT CARD  
FOR \$20 + 10% OFF  
CHRISTMAS

Your Info here!

NAME & PHONE



# February 2024 - Our Retail locations hosted Downtown Delights



# Downtown Delights



*Wine & Chocolate Walk*

FEBRUARY 10TH

Shop and dine the Cedar Falls Downtown District while enjoying complimentary wine & chocolate at participating locations!

*Participating Locations:*

Vintage Iron - Driftless Style - Peekaboo- Stam- The OP- Basket of Daisies - The Funky Zebras- Hurts Donut-The Cob Mercantile- Pepper Boutique  
World's Window- Here's What's Poppin- Jiva Salonspa Pretty Good Co.- Spotlight Style Boutique & Salon - Main Street Exchange- Palace Clothiers-  
Pump Haus The Nook- LBL- LR Jewelers- Runners Flat - Main Street Sweets- George's Local - FabFinds Shoppe- Bambinos

# February 2024 - Celebrated our wonderful volunteers, including our volunteer of the year, Helen Pearce!




Community Main Street  
310 E. 4th Street  
Cedar Falls, Iowa 50613

**Community Main Street  
wants to honor YOU  
for your volunteering!**  
Join us for pizza and treats!  
Please stop by the  
Community Main Street Office  
anytime between 4:30-6:30PM  
**February 29th, 2024**  
Please RSVP by  
February 23rd to  
events@communitymainstreet.org  
or by calling the office  
319-277-0213.

VOLUNTEER OF THE YEAR



HELEN PEARCE

WHETHER YOU ARE DOWNTOWN AT 6:00AM OR AT ANY EVENT YOU WILL SEE HELEN. SHE WATERS OUR BEAUTIFUL FLOWERS AT LEAST ONCE A WEEK, SUBS FOR WHOMEVER NEEDS IT, SERVES ON THE BOARD AND ANYTIME A VOLUNTEER SIGNUP GOES OUT SHE IS THE FIRST TO ADD HER NAME TO IT. EVER SINCE HELEN RETIRED FROM A DOWNTOWN BUSINESS, SHE HAS CONTINUED TO FILL HER TIME WITH DOWNTOWN SERVICE AND WE LOVE HER FOR IT.



# March 2024 - Our retail locations hosted their Spring Shop Hop event

## Cedar Falls Downtown District



Spring  
March 28-30 Shop Hop

GUESS  
WHERE  
THE  
EGG  
IS???



Eggs at each participating location are filled with gift certificates, deals, candy, and more!  
See you in the Downtown District!

**WE HAVE BEEN HAVING SO MUCH FUN WITH  
OUR "HOW DO YOU DOWNTOWN?"  
CAMPAIGN AND THIS ONE  
IS ONE OF OUR FAVORITES...  
MEET THE SCHMIDTS**



*How do you*  
**DOWNTOWN?**





Item 15.



From coffee to cocktails, shopping to entertainment, dinner to dessert- there is something for everyone in the Cedar Falls Downtown District! We just have one question...



# How do you DOWNTOWN?



**It has been a busy six months but we look forward to what the next six months bring in the District!!**



**Community Main Street  
FY2024**

**2023-2024 CMS Board of Directors**

**Executive Committee:**

Brent Johnson, President  
Dan Lynch, Treasurer  
Emilee Nedoba, Secretary  
Jenny Leeper, Past President

**On-going Ex-Officio Representatives:**

CFU: Wynette Froehner (began term July 2017)  
City of CF: Stephanie Sheetz (began term January 2016)  
CFLaw: Brad Strouse (began term July 2017)

**Class of 2024 (ends June 30, 2024)**

Mark Showalter<sup>2</sup>

**Class of 2025 (ends June 30, 2025)**

Helen Pearce<sup>1</sup>  
Ann Eastman<sup>1</sup>  
Lexie Heath<sup>2</sup>

**Class of 2026 (ends June 30, 2026)**

Cory Kent<sup>1</sup>  
Emilee Nedoba<sup>1</sup>  
Brent Johnson<sup>1</sup>  
Dan Lynch<sup>1</sup>  
Kate Dunning<sup>1</sup>

**Class of 2027 (ends June 30, 2027)**

Jenny Leeper<sup>2</sup>  
Lauren Riensche<sup>1</sup>  
Deanna Hoffmann<sup>1</sup>

**Liaisons:**

**Black Hawk County Supervisors:** Linda Laylin  
**CF Historical Society:** Carrie Eilderts  
**CF Police Dept:** Mark Howard  
**CF Public Library:** Kelly Stern  
**GCV Alliance & Chamber:** Cary Darrah  
**College Hill Partnership:**  
**Main Street Waterloo:** Jessica Rucker/Nick Hedrick  
**Cedar Falls Community Theatre:** Greg Holt  
**Cedar Falls City Council Ward 1:** Gil Schultz

**Minutes, Community Main Street, Inc.  
Board of Directors Meeting  
Tuesday, October 10, 2023 @ 12:00pm  
CMS Office**

Board Members Present: Jenny Leeper-Past President; Dan Lynch-Treasurer; Emilee Nedoba-Secretary; Kate Dunning; Ann Eastman; Cory Kent; Lexie Heath; Deanna Hoffman; Helen Pearce; Lauren Riensche; Stephanie Sheetz, Liaisons Present: Gil Schultz; Carrie Eilderts, Staff present: Kim Bear; Kassidy Tessorf, and Heather Moritz.

1. Welcome, Call to Order – by Leeper
2. Approval of Minutes – Motion to approve September minutes, approved by Dan and seconded by Lexie, all approved.
3. Financial Report – by Lynch  
September Event Income and Event Expenses were what we expected. Expenses included ARTapalooza and District Street party. Income included ARTapalooza, Holiday Hoopla and District Street Party, we ended the month ahead. Next month we will be in receipt of SSMID income. Our large CD matured in September; half was deposited to savings with the other half reinvested in an additional CD. Motion to approve financials so moved by Deanna, seconded by Helen, all approved.
4. City Updates – Sheetz  
PCI is working on storm sewer at Seerley and Main. The paving contractor is working on 8<sup>th</sup> to 11<sup>th</sup> street, as well as 21st to Seerley.  
The flow of project is to focus on underground construction of main corridor, then all paving completed, with aesthetics to be the last part off project and estimated to be complete in the spring of 2024. Stephanie is following up with city for more exact completion dates.  
The River project is coming along, the boulders are being placed and the effect of the boulders was discussed. Gateway parking is closed for a year nor can shelter be used during that time. Regarding the Railroad grant, it's up to the council for resubmission. The exact date of resubmission is not currently known. Councils' reapplication may be for a regional grant, to include Butler County. Regional grants are more favorable.
5. President's Report – Bear
  - a. The 990-tax form is complete and Board members may review during the next week. The form is due to IRS November 15, 2023 with Brent's signature.
  - b. The Board was reminded of the October 16 meeting with Jackie from Main Street America. Jackie will be touring during the morning and meeting with Board members at 1:30pm in the First Bank large conference room. A minimum of ten

Board members need to attend the afternoon meeting, if you have not already, please contact Kim with your intentions. Jackie wants this to be an engaging meeting so please bring questions with you. We are visited by someone from Main Street America every other year and the off years Main Street Iowa will visit.

6. Staff Report – Bear

- a. Kim shared the recap video that Pixel took of District Street Party, Board members were pleased, Kim reminded staff this rolls into the campaign of “How do you Downtown, This is how we Downtown.” Cory reported that for the most part he has received nothing but positive feedback from businesses, attendees, and police. Many positive remarks have been made about how family friendly the District Street Party was. Discussion ensued regarding feedback and happenings of the day and evening. The recap Committee will be meeting the week of October 16 to review the event in preparation for hosting the event again next year. Volunteers were encouraged to provide feedback. The success of this year’s event is expected to increase attendance and sponsorships for next year. The event was most certainly a source of pride and profitable for Downtown.

7. Committee Reports

- a. Kim is working on a comprehensive work plan for Community Main Street staff/reports/committees and events. Main Street America is encouraging we have a document that outlines all staff responsibilities in the case staffing changes. The work plan is not complete but continues to be worked on. The Board will receive a copy of the work plan each month to keep everyone aware of its progression. The Promotions Committee is reaching out to Waterloo Main Street for their event matrix to help determine what events support our mission and if we should continue with all events. Waterloo’s matrix takes the emotion out of it. The Board complimented Kim and Cassidy on all their time and effort invested in organizing and executing Community Main Street Events.
- b. This month’s Board agenda included a link to volunteer sign-up sheet for November 14 & 15 Deck the Falls. Please sign up if there is a time you’d like to help decorate.
- c. The agenda also included a link to the Partner Thank You. This is Community Main Streets annual Thank You to financial Institution and almost every city office. Each business is taken goodie tray full of cookies/brownies/candies. Please sign-up if you would like to contribute to the cause.
- d. The Retail Committee is working on ideas to capitalize on Small Business Saturday. Several ideas were discussed such as envelopes that would include discounts, or scratch off tickets that would be dispersed during Holiday Hoopla.
- e. October 24 Upstairs Downtown event will include eleven tour locations. Tickets for the tour can be purchased on Community Main Streets web site, at the Community Main Street office or the day of event.

- f. The Organizational Committee is nominating the District Street Party for the Special Event Main Street Iowa Award. The Board was asked to look at 317 Main to see what building remodeling has unveiled. The original Lawn City Bakery sign can now be seen. Cory provided a brief history of building and how it got its name as well as why they have chosen Pattons to be the name of their new restaurant. Cory is expecting Pattons to open March of April 2024.
8. Liaison Reports
  - a. The Cedar Falls Historical Society will be hosting a Historic Churches Tour on Sunday October 15<sup>th</sup> from 1pm – 5pm, cost is \$15.00 per person. Tickets are available on Historical Societies website and the day of tour. This Saturday will be the last day of the season the ice house and school house to be open.
  - b. Gill suggested that Ty Graham attend a Board meeting to give a more detailed report of the River Improvement Project.
  - c. Cary Darrah will be retiring in the spring.
  - d. Jenny motion to omit the November Board meeting due to Holiday Hoopla preparation. Dan seconded, all approved.
  - e. Jenny reminded city council, mayoral, and school board elections are being held in November. Debates via YouTube will be available later this week.
9. Good of the Order
  - a. Agenda includes dates of events, drawing the Boards attention to the **October 16: Main Street America** visit. Each Board and. Committee member has been invited to the meeting to be held at First Banks large conference room.
10. Motion to adjourn motioned by Lauren, seconded by Ann, all approved.

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**Minutes, Community Main Street, Inc.**  
**Board of Directors Meeting**  
**Tuesday, December 12, 2023 @ 12:00pm**  
**CMS Office**

Board Members Present: Brent Johnson- President; Dan Lynch – Treasurer; Emilee Nedoba-Secretary; Lexie Heath; Deanna Hoffman; Cory Kent; Helen Pearce, Lauren Riensche; Wynette Froehner.

Liaisons Present: n/a

Staff Present: Kim Bear; Kassidy Tessendorf; Heather Moritz

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- 1) Welcome, Call to Order – By Johnson
- 2) Approval of Minutes – Motion to Approve October minutes, approved by Dan, second by Deanna, All Approved.
- 3) Financial Report – By Lynch
  - a) Mr. Lynch shared these budget statistics; We have \$112,179 in Six-month reserves; a \$30,000 balance in the Hoopla account; a Capitol Improvement balance of \$17,347, a \$5000 balance in the Whitewater account; we have \$66,000 set aside for Reinvestment Grants; \$22,000 for Future Development and have made a \$15,000 contribution to the Marketing Grant account. Mr. Lynch added we have a health reserve balance and when asked about investing he reminded the Board there is \$250,000 invested in Certificate of Deposits and a total cash on hand of \$730,000. Motion to approve financials so moved by Deanna, seconded by Helen, All approved.
- 4) City Updates – By Bear for Sheetz
  - a) The company hired by the city has completed their first parking ramp feasibility study. The company completed parking counts every two hours on a Thursday, Friday and Saturday from 10:00am –8:00pm. Their next study will be during the spring or summer 2024, after 2024 budgets have been approved. Discussion ensued regarding the timing and specifics of study. Several Board members attended a recent parking meeting and came away feeling very confident with the company's experience in performing feasibility studies.
  - b) Comments regarding the recent article about Canadian Railroad buying Iowa Northern Railroad were discussed. As far as members of the Board know Chris with the City feels Iowa Northern Railroad will apply for railroad grant.
  - c) There was a brief conversation regarding the walkway planned for the crossing of Main Street at 6<sup>th</sup> and 7<sup>th</sup> streets. The project's completion date is unknown.
  - d) The City and DOT have responsibilities to increase the safety of the 1<sup>st</sup> and Union intersections. Members noted the accidents in that location and what may make it safer.

5) President's Report – by Bear for Johnson

a) CAPS Project

Students were instructed to create a banner for downtown. The students asked about Community Main Street, colors, and branding. Kim provided the Board details of the process students followed to produce banner. The results of the final ten banners were shared with Board members. Discussion ensued regarding the students work and designs, and in conclusion Lexie motioned to approve, seconded by Dan, All Agreed and banner #9 (barn quilt design) was approved.

b) District Enhancement Grants

Last week the Economic Development Committee met and discussed the grant application process and how to better encourage applications. It was decided grants would be awarded on a quarterly cycle rather than twice a year. This quarter's approved applicants were The Grid Lounge (only driving simulation driving experience in Iowa), the property owners of the 408-412 building, and Patton restaurant development. The Committee recommended the Grid Lounge receive a \$5000 grant, that the owners of the 408-412 building receive \$20,000 for exterior enhancements, and that the Patton project receive a \$10,000 grant. The motion to approve grant recommendation so moved by Emillee, and seconded by Deanna, All Approved.

6) Staff Reports – by Bear

Kim commented that we are half-way through Hoopla events. She explained the process related to the creation of Santa's grand Holiday Hoopla entrance; all volunteers were greatly appreciated for making the night such a smashing success. She and several Board members would like to determine a full proof

way of measuring attendance at Hoopla's opening night. Kim stated there have been several complaints about the route Santa takes through downtown, those complaining would like to see Santa come down Main St. This will be a talking point next year; however, it was mentioned that having Santa come down main street is more costly.

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Community Main Street, Inc.  
Board of Directors Meeting Minutes  
Tuesday, January 9, 2024 @ 12:00pm  
Virtual Meeting due to inclement weather

Board Members Present: Brent Johnson-President, Emilee Nedoba-Secretary/President-Elect, Helen Pearce, Lauren Riensche, Dee Hoffmann, Ann Eastman, Kate Dunning

Ex-Officio: Stephanie Sheetz, Wynette Froehner

Liaisons Present: Mark Howard, Carrie Eilderts, Jessica Rucker

Staff Present: Kim Bear, Kassidy Tessendorf, Heather Moritz

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1. Welcome, Call to Order – Johnson
2. Cedar Falls River Experience – postponed until February Meeting
3. Approval of Minutes – Motion to approve December minutes, approved by Helen, second by Lauren, all approved.
4. Financial Report – Lynch
  - a. December’s report will be deferred to February’s Board meeting
5. City Updates – Sheetz
  - a. The company, hired by the city. has completed the first parking ramp feasibility study. The company completed parking inventories throughout December 6<sup>th</sup> – 9<sup>th</sup>. On the 6<sup>th</sup> – 8<sup>th</sup> the company completed in person interviews with retail and restaurant owners; current and incoming council members; current and incoming mayors; executive director of Community Main Street and city parking attendants. The company is compiling its findings and will report back at the end of February. All Board members will be made aware of the follow-up meeting dates.
  - b. Main street is completely open. The bus shelters originally placed along Main Street were incorrect, new ones have been ordered and will be installed once received. The Main Street entrance arch component will be completed in spring of 2024. Construction at 12<sup>th</sup> and Main will also begin in the spring. Construction along 12<sup>th</sup> and 18<sup>th</sup> is being looked at very closely as the time for closing that intersection needs to be kept at a very minimum.
  - c. Sponsorships for 20 to 25 Panthers on Parade have been secured for May through October 2024. Four of the Panthers have been sponsored to be in the Downtown District during that time. The City and Community Main Street are brainstorming spin off projects related to the Panthers presence and hope to have solid ideas by April.
  - d. Board members were invited to walk over to view the progress on White Water project. Last week construction began on the other side of the river. Grants continue to come in and be disbursed appropriately.



6. Presidents Report – Bear for Johnson
  - a. Pulse Poll – a completed PDF version will be supplied upon request. The reason for the Pulse Poll is to provide a benchmark for where we are from year to year. It also provides Main Street Iowa a good idea of those things we do well and those we may need some training in. Completion of the Pulse Poll requires input from the Board. Below are the Boards comments on several of the Pulse inquiries.
  
7. Staff Report – Bear
  - a. Special presentation – to be presented in February’s meeting
  - b. Holiday Hoopla was an extraordinary series of events, Mother Nature was on our side!
  - c. Rocking Horse Float was been sold and traveled to Milwaukee to his new home
  - d. Over \$60K in gift certificate sales from the CMS office.
  - e. February 29<sup>th</sup> will be the Volunteer Appreciation party – save the date!
  
8. Committee Reports – please see staff report for committee updates
  
9. Liaison reports
  - a. Mr. Howard reminded everyone that there will most likely be snow removal from Downtown streets on Tuesday and Friday of this week. City Works will keep Community Main Street posted of snow removal and then they will disseminate information. As far as police patrolling downtown things are normal, he’s expecting an increase in activity when college starts next week.
  - b. Carrie Eilderts - Renovation began in November on the Historical Sites 315 Clay Street location. The renovation will result in a new classroom that can be used for field trips and as a community meeting room. The Historical Sites main building will be closed during the month of January to prepare for the Rosenthal display “The Show Must Go On” and there will be a series of programs all year long that complement the Rosenthal display.
  - c. Jessica Rucker - Waterloo’s Park Avenue bridge is coming along, and it’s hoped to reopen in the spring. Main Street Waterloo is working on putting together an incentives Program for business recruitment with Waterloo downtown businesses. They have set down with several Cedar Falls downtown business owners to benchmark incentives. It’s surprising that several of the incentives differ. Jessica and Kim are planning to review and address the differences.

Motion to adjourn, approved by Helen, seconded by Emilee. All approved.

***Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.***

Community Main Street, Inc.  
Board of Directors Meeting Minutes  
Tuesday, February 13, 2024 @ 12:00pm

Board Members Present: Brent Johnson-President, Jenny Leeper-Past President, Dan Lynch-Treasurer, Emilee Nedoba, Helen Pearce, Dee Hoffmann, Lexie Heath  
Ex-Officio: Stephanie Sheetz, Wynette Froehner  
Liaisons Present: Mark Howard, Carrie Eilderts, Cary Darrah, Gil Schultz  
Staff Present: Kim Bear, Kassidy Tessendorf, Heather Moritz

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1. Welcome, Call to Order – Johnson
2. Cedar Falls River Experience
  - a. The Community Main Street Board presented The Cedar River Experience with a \$30,000 donation. CMS will be contributing \$5000 over the course of 6 years, so far we have made one contribution to the account.
  - b. Matt Tolan, the city engineer overseeing the project provided info and we will include a link to the information he presented.
  - c. In response to several questions:
    - i. Throughout the completed project there will be large kiosk style signage providing map/directions for park users.
    - ii. The current fundraising efforts are for money already needed for the project, promised by the fundraising committee in partnership with the City of Cedar Falls.
    - iii. Completion date is projected for October 2024.
    - iv. Structures will be rolled open as completed, and proper safety/signage has been installed.
    - v. Debris has been removed throughout the project and future debris should remain within the main channel. Should debris find its way near structures causing safety concerns debris will be addressed immediately.
3. Approval of Minutes – Motion to approve January minutes by Dan, second by Lexie, all approved.
4. Financial Report – Lynch
  - a. The Board was given December and January financial reports, Mr. Lynch's verbal report came from January's financials. Cash remains strong, Committee expense and event expenses were high but with some adjusting they will balance. Debt expenses have been substantially higher over the past year as the 2023-2024 budget did not include the Street Party, adjustments will be made to the original budget once final numbers for the Street Party are calculated. Community Main Street assumed the expenses of garland and lights when in the past the Hoopla budget paid for these items. Community Main Street also pays for snow removal when

the city coordinates a snow emergency downtown. We also had another expense for an additional salt order. One approved expense from the program development line item is for a video series with Pixel Labs. In conclusion we are only \$1,000 off net income. Considering budget activity, we are in a good position.

- b. Motion to approve financials so moved by Lexie, seconded by Emilee, all approved.

#### 5. City Updates – Sheetz

- a. During December Cedar Falls hosted a Soil conference that drew a good amount of tourism to downtown. In January the city hosted a wrestling tournament that unfortunately did not draw many visitors downtown. Stephanie feels this would be a good time to speak with UNI, the sports commission and tourism office regarding how we can attract more events like the wrestling tournament and in doing so how we can also better attract visitors to Downtown.
- b. There will be two public parking meetings held in the second-floor meeting room of the library on February 26 at 6:00pm and February 27 at 1:30pm. There will be a public survey sent out that will run from February 19<sup>th</sup>- March 4<sup>th</sup> look to the City's socials for the link or CMS will be sending it out via email.

#### 6. Presidents Report – Johnson

- a. Brent reminded and encouraged everyone to attend the January 29 4:30pm – 6:30pm Volunteer Appreciation dinner at the Community Main Street office. Board members typically drop off a bottle of wine to share with volunteers, please bring with you or drop off before the event. Brent also announced that Kim has invested 1,357 days of service to Community Main Street as of December 31<sup>st</sup> and since she took over as Director. She has been with the organization for 8 years on March 2<sup>nd</sup>.

#### 7. Staff Report – Bear

- a. As part of the Main Street Iowa awards and our local nominations, we designate a volunteer of the year each year. This year's volunteer consistently waters flowers, those that work alongside her always have nice things to say about her. She steps up whenever Community Main Street needs volunteers, she is a true blessing as a member of the organization's volunteer network. Helen Pearce is the volunteer of the year! Congrats Helen!
- b. Kim reminded the Board that Community Main Street will be looking for new board members beginning July 1. If you know of anyone that would be a good candidate for the Board, let's start having conversations now so we are well prepared.
- c. Currently the March Board meeting is scheduled during spring break, the question was posed if the meeting will be cancelled or rescheduled. The Board decided to add a temporary place holder for a possible March

Board meeting Tuesday, March 19. As the date draws near the decision to have or not to have a meeting will be made. Motion to tentatively reschedule the March Board meeting to March 19 motioned by Emillee, seconded by Lexie, all approved.

- d. Street Party is set for September 21. There were many dates considered but September 21<sup>st</sup> date seems the most accommodating. ARTapalooza applications have gone out with some already being submitted. HOPS is scheduled for Thursday April 11<sup>th</sup>.

8. Committee Reports – please see staff report for committee updates

9. Liaison reports

- a. Carrie Eilderts - The Rosenthal display “The Show Must Go On” is open with an opening reception this February 15 from 4:00pm – 6:00pm.
- b. Mark Howard – Last week Cedar Falls hosted training for officers from all over the Country. Many of the trainees were very complimentary regarding the downtown area. Due to the warmer weather, if you see activity that requires patrolling, please contact Kim and police will make their presence known.
- c. Cary Darrah – Grow Cedar Valley is hosting a lunch and learn on February 29<sup>th</sup> at Hilton Garden Inn from 11:30am – 1:00pm with the subject being Artificial Intelligence. This event is open to the public and participants can sign up on the Grow Cedar Valley Website. This lunch and learn is directed to small businesses. There will be representatives from health care, manufacturing and marketing industries. The meeting will be facilitated by the author of several A.I. books. On March 7<sup>th</sup> Grow will host Good Morning Cedar Valley at the Lost Island theme park. March 28<sup>th</sup> is Grow Cedar Valley’s annual celebration, awards will be given to several businesses for their contributions to the Cedar Valley.
- d. Gil Schultz – Gil had a constructive conversation with the gentlemen heading the study parking. Ideas are welcome as to what to do with Cedar City area near the River Project. Gil spoke in general about working on the budget.
- e. The City and CFU will be hosting the Business and Industry awards in May and we have been awarded the Tourism and Entertainment Award for the 15<sup>th</sup> Holiday Hoopla celebration. The presentation of the award will be May 2nd at the Hilton Garden Inn. The Board is invited to attend. We have invited the “Hoo Herd” committee to attend to accept the award.

The board was presented with a thank you gift from CMS as they left the board meeting that was supposed to happen in January. Thanks to the board for their support through the holiday season and what better way to say thank you than with Bambino’s cookies.

Motion to adjourn, approved by Dan, seconded by Helen. All approved.

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***promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.***

Community Main Street, Inc.  
Board of Directors Meeting Minutes  
Tuesday, March 19, 2024 @ 12:00 p.m.

Board Members Present: Brent Johnson – President, Emilee Nedoba – Secretary/Vice President, Kate Dunning, Dee Hoffmann, Cory Kent, Helen Pearce, Lauren Riensche

Ex-Officio: Stephanie Sheetz, Wynette Froehner

Liaisons: Mark Howard, Carrie Eilderts

Staff: Kim Bear, Kassidy Tessendorf, Heather Moritz

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- 1) Welcome, Call to Order – Johnson
- 2) Approval of Minutes – Motion to approve February minutes by Pearce, second by Riensche, all approved.
- 3) Financial Report – Lynch, no report.
- 4) City Updates – Sheetz
  - a) CIP (Capitol Improvement Plan) This plan is a five-year plan that the city council updates yearly, and reviews on a regular basis. It is a living document that can shift if circumstances deem necessary. The projects included in the CIP come from ideas within the community and city official needs. It identifies the costs, potential funding sources and due dates of projects. Something to keep in mind is, the CIP will reflect the complete cost of a project for instance, Cedar Falls has committed to three million dollars to the fifty-million-dollar Dome renovation project. The CIP will reflect forty-seven million coming from investors/grants and will break out the three million coming from the city. As funds become available projects will move up the list for funding. The CIP is not a budget document; however, it is tool used to help determine the budget. Within the CIP there are several quality-of-life projects. For instance, the five-year plan includes the River project (which is scheduled to be open in September 2024), a fundraising feasibility study for Hearst Center expansion, study for parks master plan/standards, and a consultant to work with College Hill zoning. The feasibility study for a downtown parking ramp remains on the CIP as an ongoing project. While it is a goal to use the budget for each project, if any funds remain once a project is complete those funds go into a one capitol project account.
- 5) President's Report – Johnson, no report
- 6) Staff Report – Bear
  - a) The Organization committee nominated the 2023 District Street Party for Main Street Iowa's special event of the year for populations over 5000. Kim learned last week the District Street Party won the award. The Main Street Iowa awards are held in Des Moines on April 19 where we will receive the award and honor our volunteer of the year Helen Pearce. Everyone is welcome to attend, and more information will be provided.
- 7) Committee Reports
  - a) Promotions Committee – MAGIC Grant (Lauren Riensche)

The MAGIC (Marketing Assistance Grant for Inspiring Commerce) Grant is a five thousand matching marketing grant with two cycles that Downtown District business may apply to reinvest in their professional Marketing plan. The business as to be open for at least six months to apply. In a case-by-case situation the grant could also be considered for an event that would result in an influx of business to the Downtown District. Applications will open in May, due in July and grant/s awarded in September. The funds for the MAGIC grant have been included in Community Main Streets budget. As final details of grant are completed more details/documents will be shared with Board.

#### 8) Liaison Reports

##### a) Carrie Eilderts – Cedar Falls Historical Society

The Summer at the Schoolhouse program was completely booked the first day that the registration opened. Carrie also talked about their 315 Clay Street project and how it is all coming together with hopeful completion for later this summer.

##### b) Mark Howard – Cedar Falls Police Department

Chief Howard reported an increase in vandalism over the past couple months, especially graffiti within public restrooms. If you see something, please report it. Traffic has grown with the warmer temperatures. Second shift is the busiest and most difficult to staff, especially when we are down officers. Chief Howard suggested that CMS get in touch with Captain Smith asap regarding any special event needs for officer coverage as they are getting harder to fill.

#### 9) Good of the Order

##### a) April 11 – HOPS – SAVE THE DATE, SPREAD THE WORD.

##### b) April 19 – 29 – Restaurant Week

COMMUNITY MAIN STREET

Income Statement

December 2023

	MONTHLY BUDGET - December				MONTHLY BUDGET - JULY TO December				ANNUAL BUDGET - FY2024			
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	% OF BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET
<b>Revenue</b>												
Board Income	0.00	0.00	0.00		0.00	0.00	0.00		0.00	0.00	0.00	
City Funding	0.00	0.00	0.00		10,000.00	6,000.00	4,000.00	166.67%	10,000.00	12,000.00	-2,000.00	83.33%
Event Income	10,159.12	2,000.00	8,159.12	507.96%	83,259.99	72,000.00	11,259.99	115.64%	83,259.99	81,500.00	1,759.99	102.16%
Friends/Streetscape	203.71	0.00	203.71		2,544.86	0.00	2,544.86		2,544.86	7,250.00	-4,705.14	35.10%
Grant & other Income	0.00	0.00	0.00		0.00	4,000.00	-4,000.00	0.00%	0.00	8,000.00	-8,000.00	0.00%
SSMID	0.00	20,000.00	-20,000.00	0.00%	145,513.97	150,000.00	-4,486.03	97.01%	145,513.97	300,000.00	-154,486.03	48.50%
<b>Total Revenue</b>	<b>\$ 10,362.83</b>	<b>\$ 22,000.00</b>	<b>-\$ 11,637.17</b>	<b>47.10%</b>	<b>\$ 241,318.82</b>	<b>\$ 232,000.00</b>	<b>\$ 9,318.82</b>	<b>104.02%</b>	<b>\$ 241,318.82</b>	<b>\$ 408,750.00</b>	<b>\$ (167,431.18)</b>	<b>59.04%</b>
<b>Gross Profit</b>	<b>\$ 10,362.83</b>	<b>\$ 22,000.00</b>	<b>-\$ 11,637.17</b>	<b>47.10%</b>	<b>\$ 241,318.82</b>	<b>\$ 232,000.00</b>	<b>\$ 9,318.82</b>	<b>104.02%</b>	<b>\$ 241,318.82</b>	<b>\$ 408,750.00</b>	<b>-\$ 167,431.18</b>	<b>59.04%</b>
<b>Expenditures</b>												
Board Lunch Expense	0.00	0.00	0.00		80.68	0.00	80.68		80.68	0.00	80.68	
Committee Expense	1,121.59	1,500.00	-378.41	74.77%	16,603.32	9,920.00	6,683.32	167.37%	16,603.32	19,420.00	-2,816.68	85.50%
Dues and Subscriptions	205.47	500.00	-294.53	41.09%	4,084.66	4,300.00	-215.34	94.99%	4,084.66	7,800.00	-3,715.34	52.37%
Event Expense	11,060.15	5,000.00	6,060.15	221.20%	64,086.68	28,250.00	35,836.68	226.86%	64,086.68	34,750.00	29,336.68	184.42%
Grant Expense	0.00	0.00	0.00		2,500.00	2,500.00	0.00	100.00%	2,500.00	5,000.00	-2,500.00	50.00%
Insurance	0.00	0.00	0.00		508.00	0.00	508.00		508.00	5,339.00	-4,831.00	9.51%
Miscellaneous	0.00	350.00	-350.00	0.00%	169.59	1,100.00	-930.41	15.42%	169.59	2,000.00	-1,830.41	8.48%
Office Supplies	98.40	375.00	-276.60	26.24%	2,516.13	2,250.00	266.13	111.83%	2,516.13	4,500.00	-1,983.87	55.91%
Payroll Expenses	10,689.52	10,333.33	356.19	103.45%	64,829.15	64,499.98	329.17	100.51%	64,829.15	126,499.96	-61,670.81	51.25%
Postage and Delivery	303.60	200.00	103.60	151.80%	698.55	1,100.00	-401.45	63.50%	698.55	1,900.00	-1,201.45	36.77%
Professional Fees	0.00	0.00	0.00		3,050.00	3,725.00	-675.00	81.88%	3,050.00	5,725.00	-2,675.00	53.28%
Repairs	0.00	0.00	0.00		48.14	500.00	-451.86	9.63%	48.14	1,000.00	-951.86	4.81%
Seasonal Expenses	7,090.86	0.00	7,090.86		11,611.63	6,500.00	5,111.63	178.64%	11,611.63	6,500.00	5,111.63	178.64%
Snow Removal & Lawn Care	0.00	250.00	-250.00	0.00%	125.00	850.00	-725.00	14.71%	125.00	2,500.00	-2,375.00	5.00%
Telephone	362.07	200.00	162.07	181.04%	1,433.69	1,200.00	233.69	119.47%	1,433.69	2,400.00	-966.31	59.74%
Travel & Training	100.00	1,000.00	-900.00	10.00%	933.89	2,150.00	-1,216.11	43.44%	933.89	4,500.00	-3,566.11	20.75%
Utilities	375.00	375.00	0.00	100.00%	2,270.00	2,250.00	20.00	100.89%	2,270.00	4,500.00	-2,230.00	50.44%
<b>Total Expenditures</b>	<b>\$ 31,406.66</b>	<b>\$ 20,083.33</b>	<b>\$ 11,323.33</b>	<b>156.38%</b>	<b>\$ 175,549.11</b>	<b>\$ 131,094.98</b>	<b>\$ 44,454.13</b>	<b>133.91%</b>	<b>175,549.11</b>	<b>234,333.96</b>	<b>(58,784.85)</b>	<b>74.91%</b>
<b>Net Operating Revenue</b>	<b>(\$21,043.83)</b>	<b>\$1,916.67</b>	<b>(\$22,960.50)</b>	<b>-1097.94%</b>	<b>\$65,769.71</b>	<b>\$100,905.02</b>	<b>(\$35,135.31)</b>	<b>65.18%</b>	<b>65,769.71</b>	<b>174,416.04</b>	<b>(108,646.33)</b>	<b>37.71%</b>
<b>Other Revenue &amp; Expenditures</b>												
Website Expense	0.00	0.00	0.00		6,249.00	8,332.00	-2,083.00	75.00%	6,249.00	8,332.00	-2,083.00	75.00%
Whitewater Contribution	0.00	0.00	0.00		0.00	0.00	0.00		0.00	5,000.00	-5,000.00	0.00%
District Reinvestment (15% of SSMID)	0.00	0.00	0.00		0.00	22,500.00	-22,500.00	0.00%	0.00	45,000.00	-45,000.00	0.00%
Marketing Grant (10% of SSMID)	0.00	0.00	0.00		0.00	15,000.00	-15,000.00	0.00%	0.00	30,000.00	-30,000.00	0.00%
Program Development (5% of SSMID)	2,399.98	0.00	2,399.98		8,649.98	7,500.00	1,149.98	115.33%	8,649.98	15,000.00	-6,350.02	57.67%
Interest Income	1,145.65	217.47	928.18	526.81%	4,614.77	871.24	3,743.53	529.68%	4,614.77	1,917.47	2,697.30	240.67%
Other Income	0.00	0.00	0.00		-2,062.50	0.00	-2,062.50		-2,062.50	0.00	-2,062.50	
<b>Net Other Revenue &amp; Expenditures</b>	<b>\$ (1,254.33)</b>	<b>\$ 217.47</b>	<b>\$ (1,471.80)</b>	<b>-576.78%</b>	<b>\$ (12,346.71)</b>	<b>\$ (52,460.76)</b>	<b>\$ 40,114.05</b>	<b>23.54%</b>	<b>\$ (12,346.71)</b>	<b>\$ (101,414.53)</b>	<b>\$ 89,067.82</b>	<b>12.17%</b>
<b>Net Revenue</b>	<b>(\$22,298.16)</b>	<b>\$2,134.14</b>	<b>(\$24,432.30)</b>	<b>-1044.83%</b>	<b>\$53,423.00</b>	<b>\$48,444.26</b>	<b>\$4,978.74</b>	<b>110.28%</b>	<b>\$53,423.00</b>	<b>\$73,001.51</b>	<b>(\$19,578.51)</b>	<b>73.18%</b>





COMMUNITY MAIN STREET

Income Statement

MARCH 2024

	MONTHLY BUDGET - MARCH			MONTHLY BUDGET - JULY TO MARCH			ANNUAL BUDGET - FY2024		
	MONTH ACTUAL	MONTH BUDGET	ACTUAL TO BUDGET VARIANCE	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE
<b>Revenue</b>									
Board Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
City Funding	0.00	0.00	0.00	10,000.00	6,000.00	4,000.00	10,000.00	12,000.00	-2,000.00
Event Income	547.12	500.00	47.12	86,242.11	73,000.00	13,242.11	86,242.11	81,500.00	4,742.11
Friends/Streetscape	1,929.98	3,500.00	-1,570.02	4,886.50	7,000.00	-2,113.50	4,886.50	7,250.00	-2,363.50
Grant & other income	0.00	0.00	0.00	0.00	4,000.00	-4,000.00	0.00	8,000.00	-8,000.00
SSMID	0.00	0.00	0.00	145,513.97	150,000.00	-4,486.03	145,513.97	300,000.00	-154,486.03
<b>Total Revenue</b>	<b>\$ 2,477.10</b>	<b>\$ 4,000.00</b>	<b>-\$ 1,522.90</b>	<b>\$ 246,642.58</b>	<b>\$ 240,000.00</b>	<b>\$ 6,642.58</b>	<b>\$ 246,642.58</b>	<b>\$ 408,750.00</b>	<b>\$ (162,107.42)</b>
<b>Gross Profit</b>	<b>\$ 2,477.10</b>	<b>\$ 4,000.00</b>	<b>-\$ 1,522.90</b>	<b>\$ 246,642.58</b>	<b>\$ 240,000.00</b>	<b>\$ 6,642.58</b>	<b>\$ 243,701.77</b>	<b>\$ 408,750.00</b>	<b>-\$ 165,048.23</b>
<b>Expenditures</b>									
Board Lunch Expense	0.00	0.00	0.00	80.68	0.00	80.68	80.68	0.00	80.68
Committee Expense	1,435.92	500.00	935.92	19,205.09	13,420.00	5,785.09	19,205.09	19,420.00	-214.91
Dues and Subscriptions	443.04	1,000.00	-556.96	6,641.02	6,300.00	341.02	6,641.02	7,800.00	-1,158.98
Event Expense	1,219.54	1,500.00	-280.46	70,913.37	29,750.00	41,163.37	70,913.37	34,750.00	36,163.37
Grant Expense	0.00	0.00	0.00	2,500.00	2,500.00	0.00	2,500.00	5,000.00	-2,500.00
Insurance	0.00	0.00	0.00	508.00	0.00	508.00	508.00	5,339.00	-4,831.00
Miscellaneous	0.00	150.00	-150.00	666.91	1,400.00	-733.09	666.91	2,000.00	-1,333.09
Office Supplies	438.14	375.00	63.14	3,809.68	3,375.00	434.68	3,809.68	4,500.00	-690.32
Payroll Expenses	11,677.77	10,333.33	1,344.44	97,940.89	93,866.64	4,074.25	97,940.89	126,499.96	-28,559.07
Postage and Delivery	156.14	100.00	56.14	1,113.64	1,500.00	-386.36	1,113.64	1,900.00	-786.36
Professional Fees	0.00	1,000.00	-1,000.00	3,375.00	4,725.00	-1,350.00	3,375.00	5,725.00	-2,350.00
Repairs	0.00	0.00	0.00	48.14	750.00	-701.86	48.14	1,000.00	-951.86
Seasonal Expenses	0.00	0.00	0.00	11,611.63	6,500.00	5,111.63	11,611.63	6,500.00	5,111.63
Snow Removal & Lawn Care	0.00	250.00	-250.00	3,778.00	2,100.00	1,678.00	3,778.00	2,500.00	1,278.00
Telephone	482.90	200.00	282.90	2,282.84	1,800.00	482.84	2,282.84	2,400.00	-117.16
Travel & Training	624.46	1,750.00	-1,125.54	1,578.35	4,100.00	-2,521.65	1,578.35	4,500.00	-2,921.65
Utilities	375.00	375.00	0.00	3,395.00	3,375.00	20.00	3,395.00	4,500.00	-1,105.00
<b>Total Expenditures</b>	<b>\$ 16,852.91</b>	<b>\$ 17,533.33</b>	<b>-\$ 680.42</b>	<b>\$ 229,448.24</b>	<b>\$ 175,461.64</b>	<b>\$ 53,986.60</b>	<b>229,448.24</b>	<b>234,333.96</b>	<b>(4,885.72)</b>
<b>Net Operating Revenue</b>	<b>(\$14,375.81)</b>	<b>(\$13,533.33)</b>	<b>(\$842.48)</b>	<b>\$17,194.34</b>	<b>\$64,538.36</b>	<b>(\$47,344.02)</b>	<b>46,271.23</b>	<b>174,416.04</b>	<b>(128,144.81)</b>
<b>Other Revenue &amp; Expenditures</b>									
Website Expense	0.00	0.00	0.00	6,249.00	8,332.00	-2,083.00	6,249.00	8,332.00	-2,083.00
Whitewater Contribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,000.00	-5,000.00
District Reinvestment (15% of SSMID)	0.00	0.00	0.00	5,000.00	22,500.00	-17,500.00	5,000.00	45,000.00	-40,000.00
Marketing Grant (10% of SSMID)	0.00	0.00	0.00	0.00	15,000.00	-15,000.00	0.00	30,000.00	-30,000.00
Program Development (5% of SSMID)	0.00	0.00	0.00	13,149.98	7,500.00	5,649.98	13,149.98	15,000.00	-1,850.02
Interest Income	266.00	217.47	48.53	7,945.13	871.24	7,073.89	7,945.13	1,917.47	6,027.66
Other Income	0.00	0.00	0.00	-2,062.50	0.00	-2,062.50	-2,062.50	0.00	-2,062.50
<b>Net Other Revenue &amp; Expenditures</b>	<b>\$ 266.00</b>	<b>\$ 217.47</b>	<b>\$ 48.53</b>	<b>\$ (18,516.35)</b>	<b>\$ (52,460.76)</b>	<b>\$ 33,944.41</b>	<b>\$ (18,516.35)</b>	<b>\$ (101,414.53)</b>	<b>\$ 82,898.18</b>
<b>Net Revenue</b>	<b>(\$14,109.81)</b>	<b>(\$13,315.86)</b>	<b>(\$793.95)</b>	<b>(\$1,322.01)</b>	<b>\$12,077.60</b>	<b>(\$13,399.61)</b>	<b>\$27,754.88</b>	<b>\$73,001.51</b>	<b>(\$45,246.63)</b>

Report Criteria: Start Date: 01/01/1986, End Date: 12/31/2030

	Report Number	Report Status	Business Starts/Relo. / Expansion	Net New Jobs	Building Projects*	Buildings Sold	Private Investment in Downtown	Public Investment in Downtown	Volunteer Hours
<b>Cedar Falls (Designated in 1987)</b>									
Base Numbers**			162	563	754	139	\$ 60,618,238	\$0	71,811
July 2014	001	On Time	-2	-2	2	1	\$ 592,931	\$0	363
August 2014	002	On Time	0	0	1	0	\$ 88,000	\$0	414
September 2014	003	On Time	2	4	3	0	\$ 39,298	\$0	441
October 2014	004	On Time	-1	-3	3	1	\$ 402,648	\$0	498
November 2014	005	On Time	3	45	5	0	\$ 154,000	\$0	1,050
December 2014	006	On Time	0	0	5	0	\$ 152,125	\$0	802
January 2015	007	On Time	0	0	1	2	\$ 1,275,900	\$0	273
February 2015	008	On Time	2	24	1	0	\$ 600	\$0	177
March 2015	010	On Time	10	28	7	0	\$ 533,119	\$0	286
April 2015	011	On Time	1	2	2	0	\$ 12,400	\$0	353
May 2015	012	Late	1	1	3	0	\$ 266,697	\$0	610
June 2015	013	On Time	-1	0	0	0	\$ 0	\$0	654
July 2015	014	On Time	0	0	7	0	\$ 634,400	\$0	552
August 2015	015	On Time	2	-2	4	2	\$ 376,600	\$0	771
September 2015	016	On Time	1	1	4	0	\$ 15,800	\$0	328
October 2015	017	On Time	1	3	3	0	\$ 5,012,000	\$0	454
November 2015	018	On Time	3	10	5	0	\$ 161,185	\$0	718
December 2015	019	On Time	0	0	1	0	\$ 15,000	\$0	890
January 2016	020	On Time	-1	-2	1	0	\$ 780,000	\$0	300
February 2016	023	On Time	0	0	0	0	\$ 0	\$0	196
March 2016	024	On Time	1	-28	4	0	\$ 38,000	\$0	184
April 2016	025	On Time	1	3	0	0	\$ 0	\$0	309
May 2016	026	On Time	1	3	4	0	\$ 272,000	\$0	350
June 2016	027	On Time	-1	28	2	0	\$ 45,350	\$0	500
July 2016	028	On Time	-1	0	5	2	\$ 1,291,398	\$0	348
August 2016	030	On Time	0	0	4	0	\$ 39,500	\$0	604
September 2016	031	On Time	0	0	1	0	\$ 15,000	\$0	426
October 2016	032	On Time	-1	-2	3	1	\$ 388,400	\$0	769
November 2016	033	On Time	0	0	3	0	\$ 62,615	\$0	1,088
December 2016	034	On Time	4	14	6	0	\$ 86,277	\$0	982
January 2017	035	On Time	0	0	2	0	\$ 5,200	\$0	265
February 2017	036	On Time	-1	12	2	0	\$ 166,300	\$0	187
March 2017	037	On Time	1	4	3	1	\$ 386,000	\$0	245
April 2017	038	On Time	0	0	3	0	\$ 25,501	\$0	388
May 2017	039	On Time	1	18	3	0	\$ 372,518	\$0	356
June 2017	040	On Time	-1	-4	1	0	\$ 8,600	\$0	1,364
July 2017	041	On Time	0	0	0	1	\$ 525,000	\$0	316
August 2017	043	On Time	0	1	3	0	\$ 99,898	\$0	595
September 2017	044	On Time	0	0	1	0	\$ 6,500,000	\$0	582
October 2017	045	On Time	-1	-2	5	0	\$ 362,350	\$0	421
November 2017	046	On Time	1	4	2	0	\$ 163,500	\$0	1,048
December 2017	047	On Time	6	34	3	0	\$ 15,475	\$0	842
January 2018	048	On Time	2	13	2	0	\$ 172,433	\$0	202
February 2018	049	On Time	-1	-4	2	0	\$ 49,602	\$0	278
March 2018	050	On Time	1	2	4	1	\$ 2,224,325	\$0	178
April 2018	051	On Time	-1	-3	2	0	\$ 101,350	\$0	277
May 2018	052	On Time	-1	-2	0	3	\$ 5,240,000	\$0	459
June 2018	053	On Time	0	2	0	0	\$ 0	\$0	496
July 2018	054	On Time	1	7	0	1	\$ 1,050,000	\$0	285

\*Totals include investment in projects and acquisition

\*\*Base Numbers represent cumulative numbers reported from the start of local MS designation date until reporting began in the IowaGrants system.

These statistics are used to show the economic impact monitored in Iowa Main Street commercial districts. Success of the main Street program cannot be measured by numbers alone. Cumulative figures are condensed from reports submitted by each local Main Street Program. Each commercial district's size of project area and priorities vary.

Report Criteria: Start Date: 01/01/1986, End Date: 12/31/2030

	Report Number	Report Status	Business Starts/Relo. / Expansion	Net New Jobs	Building Projects*	Buildings Sold	Private Investment in Downtown	Public Investment in Downtown	Volunteer Hours
August 2018	055	On Time	1	2	1	1	\$ 51,897	\$0	595
September 2018	056	On Time	2	8	1	0	\$ 23,933	\$0	431
October 2018	057	On Time	-3	-8	4	0	\$ 183,841	\$0	408
November 2018	058	On Time	0	6	1	0	\$ 40,720	\$0	1,068
December 2018	059	On Time	0	-2	2	0	\$ 333,919	\$0	880
January 2019	060	On Time	0	1	0	0	\$ 0	\$0	250
February 2019	061	On Time	-2	-5	0	0	\$ 0	\$103,920	280
March 2019	062	On Time	1	1	1	3	\$ 683,882	\$0	233
April 2019	063	On Time	-2	-2	2	1	\$ 1,613,360	\$7,000	366
May 2019	064	On Time	0	0	1	0	\$ 4,000	\$0	425
June 2019	065	On Time	3	24	2	0	\$ 37,800	\$0	364
July 2019	066	On Time	1	1	0	0	\$ 0	\$0	466
August 2019	068	On Time	-1	-2	2	0	\$ 6,254,400	\$0	418
September 2019	069	On Time	-1	0	2	0	\$ 51,775	\$0	423
October 2019	070	On Time	2	10	2	2	\$ 836,000	\$0	444
November 2019	071	On Time	3	64	4	0	\$ 259,879	\$0	1,413
December 2019	072	On Time	1	3	4	0	\$ 138,819	\$0	1,423
January 2020	073	On Time	3	14	1	0	\$ 3,500	\$0	169
February 2020	074	On Time	0	0	0	0	\$ 0	\$0	148
March 2020	075	On Time	1	2	1	0	\$ 87,500	\$0	218
April 2020	076	On Time	0	0	2	1	\$ 562,960	\$0	129
May 2020	077	On Time	-2	-3	2	0	\$ 46,500	\$0	115
June 2020	078	On Time	0	0	3	0	\$ 505,998	\$0	255
July 2020	079	On Time	1	4	0	0	\$ 0	\$0	304
August 2020	080	On Time	1	2	3	1	\$ 621,900	\$0	270
September 2020	081	On Time	3	4	3	0	\$ 48,056	\$0	204
October 2020	082	On Time	1	1	0	0	\$ 0	\$0	185
November 2020	083	On Time	2	2	2	0	\$ 21,500	\$0	802
December 2020	084	On Time	2	10	1	0	\$ 15,000	\$0	172
January 2021	085	On Time	0	0	0	1	\$ 800,000	\$0	141
February 2021	086	On Time	0	0	0	0	\$ 0	\$0	86
March 2021	087	On Time	-1	-1	0	1	\$ 340,000	\$0	167
April 2021	088	On Time	2	4	3	0	\$ 13,391,099	\$0	122
May 2021	089	On Time	0	0	0	0	\$ 0	\$0	78
June 2021	090	On Time	0	0	2	0	\$ 21,000	\$0	334
July 2021	091	On Time	0	0	1	0	\$ 107,000	\$0	192
August 2021	093	On Time	2	6	6	0	\$ 1,668,300	\$0	230
September 2021	094	On Time	3	6	1	0	\$ 8,000,000	\$0	632
October 2021	095	On Time	0	0	3	0	\$ 1,537,267	\$0	208
November 2021	096	On Time	2	38	1	0	\$ 110,000	\$0	1,105
2022 1st Quarter	097	On Time	1	4	5	2	\$ 1,339,179	\$0	543
2022 2nd Quarter	098	On Time	5	48	8	1	\$ 1,503,150	\$0	947
2022 3rd Quarter	099	On Time	-5	-17	4	2	\$ 3,538,000	\$13,888	893
2022 4th Quarter	100	On Time	2	14	2	1	\$ 623,000	\$0	1,778
December 2021	101	On Time	-1	-1	1	3	\$ 8,009,797	\$0	610
2023 1st Quarter	102	On Time	3	19	5	1	\$ 2,083,400	\$0	411
2023 2nd Quarter	103	On Time	0	11	1	3	\$ 1,578,750	\$9,923,556	983
2023 3rd Quarter	104	On Time	1	8	3	0	\$ 107,265	\$0	1,226
2023 4th Quarter	105	On Time	3	12	3	0	\$ 429,300	\$0	3,561
Cumulative Total for Cedar Falls			228	1,055	978	179	\$ 148,451,179	\$ 10,048,364	123,393

\*Totals include investment in projects and acquisition

\*\*Base Numbers represent cumulative numbers reported from the start of local MS designation date until reporting began in the IowaGrants system.

These statistics are used to show the economic impact monitored in Iowa Main Street commercial districts. Success of the main Street program cannot be measured by numbers alone. Cumulative figures are condensed from reports submitted by each local Main Street Program. Each commercial district's size of project area and priorities vary.

CUMULATIVE PROGRAM TOTAL

228

1,055

978

179

\$ 148,451,179

\$ 10,048,364

Item 15.


**DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS**

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

**MEMORANDUM**


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**To:** Mayor Laudick and City Council Members  
**From:** Kim Kerr, City Clerk  
**Date:** April 26, 2024  
**Re:** Cigarette/Tobacco/Nicotine/Vapor Applications

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Public Records has received applications for cigarette/tobacco/nicotine/vapor permits. We recommend approval of these permits.

Name of Applicants:

- a) Casey's #1887, 2425 Center Street - renewal.
- b) Casey's #2630, 5226 University Avenue – renewal.
- c) Casey's #2865, 5908 Nordic Drive – renewal.
- d) Casey's #3045, 601 Main Street – renewal.
- e) Casey's #3610, 1225 Fountains Way – renewal.
- f) Hansen's Dairy, 123 East 18<sup>th</sup> Street – renewal.
- g) Happy's Wine & Spirits, 5925 University Avenue, Suite 5 – renewal.
- h) Hy-Vee Fast and Fresh, 6527 University Avenue – renewal.
- i) Hy-Vee Food Store, 6301 University Avenue – renewal.
- j) Metro Mart #3, 103 Franklin Street – renewal.
- k) The Landmark, 107 Main Street – renewal.
- l) Up In Smoke, 2218 College Street – renewal.


**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**


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**To:** Mayor Laudick and City Councilmembers  
**From:** Craig Berte, Public Safety Services Director  
 Mark Howard, Police Chief  
**Date:** April 29, 2024  
**Re:** Retail Alcohol License Applications

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Police Operations has received applications for retail alcohol licenses. We find no records that would prohibit these licenses and recommend approval.

Name of Applicants:

- a) Hurling Hatchet, 100 East 2nd Street, Special Class C retail alcohol - renewal.
- b) Double Tap, 312 Main Street, Class C retail alcohol - renewal.
- c) Famous Dave's, 6222 University Avenue, Class C retail alcohol -renewal.
- d) The Other Place, 209 Main Street, Class C retail alcohol - renewal.
- e) Casey's General Store, 2425 Center Street, Class E retail alcohol - renewal.
- f) Prime Mart, 2323 Main Street, Class E retail alcohol - renewal.
- g) Walgreens, 2509 Whitetail Drive, Class E retail alcohol - renewal.
- h) Deringer's Public Parlor, 314 ½ Main Street, Class C retail alcohol – change in ownership.
- i) Double Tap, 312 Main Street, Class C retail alcohol – change in ownership.
- j) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol & outdoor service – change in ownership.
- k) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Special Class C retail alcohol & outdoor service - six 5-day permits (May 28-June 1, June 4-8, June 11-15, July 9-13, July 23-27, and August 6-10).



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Laudick and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** April 26, 2024  
**SUBJECT:** Audit Services Agreement Extension and Engagement Letter

The City had solicited proposals for auditing services in the spring of 2021, for fiscal years 2021, 2022 and 2023 and an agreement with Eide Bailly LLP was approved by Council April 19, 2021. The current contract was for three years with the option to extend for three additional years 2024, 2025 and 2026. We are requesting this 3-year extension.

We have been very happy with Eide Bailly, LLP and their experience with local governmental audits, staff assigned to the audit engagement, length of time spent on engagement at client site, and the proposed fees.

Attached please find Amendment No.1 to our contract with Eide Bailly for a three-year extension for the period of July 1, 2023 – June 30, 2026. Also attached is the Planning Communication letter and the Audit Engagement letter. The Audit Engagement letter acknowledges the work that is to be performed.

If you have questions regarding the contract or the engagement letter, please feel free to contact me.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations



April 10, 2024

To the Honorable Mayor and Members of City Council  
City of Cedar Falls, Iowa

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Cedar Falls, Iowa (City) as of and for the year ended June 30, 2024. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

### **Our Responsibilities**

As stated in our engagement letter dated April 10, 2024, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual comprehensive financial report includes only the information identified in our report. We have no responsibility for determining whether the introductory section and statistical tables, are properly stated. We require that we receive the final version of the annual comprehensive financial report (including all the documents that, together, comprise the annual comprehensive financial report) in a timely manner prior to the date of the auditor's report, or if that is not possible as soon as practicable and, in any case, prior to the entity's issuance of such information.

### **Planned Scope of the Audit**

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views related to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

**Management Override of Controls** – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we considered as a significant risk that management of the City may have the ability to override controls that the City has implemented.

**Revenue Recognition** – We considered revenue recognition as a significant risk due to potential complexities with accounting standards.

The financial statements include the financial statements of Cedar Falls Utilities (Component Units), which we consider to be significant components of the financial statements. Consistent with the audit of the financial statements as a whole, our audit will include obtaining an understanding of Cedar Falls Utilities and their environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of Cedar Falls Utilities and to design the nature, timing, and extent of further audit procedures.

We expect to begin our audit in June 2024 and issue our report in October 2024.

This information is intended solely for the information and use of the Mayor, City Council, and management of the City of Cedar Falls and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

*Eide Sully LLP*

Dubuque, Iowa

**AMENDMENT ONE TO GENDERAL TERMS AND CONDITIONS –  
SERVICE/PRODUCT AGREEMENTS**

**THIS AMENDMENT ONE** is made and entered into as of May \_\_\_\_, 2024, by and between the City of Cedar Falls, Iowa (hereinafter referred to as “City”), and Eide Bailly, LLP, a limited liability partnership (“Contractor”) (collectively referred to herein as the “Parties,” or individually, each a “Party”).

**WHEREAS**, effective on July 1, 2021, City and Contractor entered into the General Terms and Conditions – Service/Product Agreements (the “Agreement”); and

**WHEREAS**, the parties wish to amend the Agreement in the particulars set forth herein.

**NOW, THEREFORE**, the Parties hereto, in consideration of the foregoing and the mutual covenants hereinafter recited, agree to amend the Agreement as follows:

1. The parties agree to amend Section 1.1, Contractor’s Services, to extend the timeframe for Services. The language shall read as follows:

Contractor’s services shall consist of the performance of the annual audit of the City’s financial statements, for three years ending June 30, 2024, June 30, 2025, and June 30, 2026, specifically those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit “A” attached (“Services” or “Scope of Services”).

2. The Parties agree to amend Section 1.3, Contractor’s Services, to conform with applicable professional standards. The language shall read as follows:

Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City, which approval shall not unreasonably be withheld. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications.

3. The Parties agree to amend Section 2.2, Contractor’s Services, to conform with applicable professional standards. The language shall read as follows:

Engagement Fees shall be as follows:

- Year 1 \$48,000
- Year 2 \$51,000
- Year 3 \$54,000

- These fees shall include the audited REAC submission to HUD.
- These fees shall include one major program for A-133 purposes. Each additional major program would be an additional fee of \$5,000, \$5,200, and \$5,400 for fiscal years 2024, 2025, and 2026, respectively.

4. The Parties agree to amend Section 4.1, Ownership and Use of Documents, to conform with applicable professional standards. The language shall read as follows:

All Services to be provided under this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

5. The Parties agree to remove Section 4.3, Ownership and Use of Documents, to conform with the procedures used to complete the Services.

6. The Parties agree to amend Section 5.1, Termination, to clarify that City owns the services for which it has paid. The language shall read as follows:

The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, upon payment for completed Services, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

7. The Parties agree to amend Section 6.2, Warranties, to conform with applicable professional standards. The language shall read as follows:

Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be provided in accordance with applicable professional standards and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items.

8. The Parties agree to amend Section 19.0, Discrepancy, to account for Contractor's annual engagement letter. The language shall read as follows:

In the event that there are any is any conflict between any terms or conditions of the Contractor's bid or quote or any annual engagement letter provided by Contractor at any time during the term of this Agreement, on the one hand, and this Agreement, on the other hand, this Agreement shall prevail, even if the Contractor's bid or quote or engagement letter is incorporated into this Agreement.

9. The Parties agree to amend Section 22.1, Entire Agreement, to account for Contractor's annual engagement letter. The language shall read as follows:

This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, and the Contractor's annual engagement letter contain the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

10. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed on the date first above written.

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Daniel Laudick, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

CONTRACTOR  
EIDE BAILLY LLP

By: Brian Unsen  
Brian Unsen, Partner

Date: 4/10/24



April 10, 2024

Ms. Jennifer Rodenbeck, Director of Finance and Business Operations  
Honorable Mayor and Members of the City Council  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cedar Falls, Iowa (City) as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise City’s basic financial statements.

In addition, we will audit the entity’s compliance over major federal award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the City’s Proportionate Share of the Net Pension Liability.
4. Schedule of City Contributions (Pension).
5. Schedule of Changes in the City’s Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining Fund Statements.
2. Capital Asset Schedules.
3. Financial Data Schedule (issued separately as part of required HUD report).

### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section – No opinion or any assurance provided.
2. Statistical Tables – No opinion or any assurance provided.

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management’s responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors’ reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.



## Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of control.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.

16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including
  - a. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - b. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Nonattest Services**

With respect to any nonattest services we perform, we agree to perform the following:

- Complete the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

### **Fees and Timing**

Brian Unsen is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, administrative charges and a technology fee. Invoices are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed \$48,000 for the audit of the financial statements (assuming one major program), including the preparation of the REAC submission. Each additional major program will be a fee of \$5,000.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 5% per annum, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

### **Other Matters**

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other’s confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly’s confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor’s report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

**MEDIATION**

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Dubuque, Iowa. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

**LIMITED INDEMNITY**

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

**LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary contained in any agreement between us, in no event shall Eide Bailly's aggregate liability to you exceed ten times fees paid under this agreement.

**TIME LIMITATION**

Any statute of limitations applicable to claims you may bring against us shall begin to run on the date when we delivered our report, return, or other deliverable under this agreement to you and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

**ASSIGNMENTS PROHIBITED**

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Unsen, CPA  
Partner



\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Cedar Falls, Iowa by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

**MEMORANDUM**

Human Resources Division

**TO:** Mayor Laudick and City Council Members

**FROM:** Bailey Schindel, Human Resources Manager

**DATE:** April 26, 2024

**SUBJECT:** Personnel Policy Revisions

Attached for your approval are revisions to 17 personnel policies. The changes are presented in redline format for ease of review. There are very few substantive changes, but rather clarification of processes, cleanup, removal of duplicative items, and moving of items to more relevant policies.

If you have questions regarding the attached, feel free to contact me at 319-268-5531.

Attachment

## CFD 2100: Personnel Policies – Introduction

*Approved ~~June 1, 2015~~ May 6, 2024 by the Cedar Falls City Council  
~~Received and Filed August 7, 2023~~ by the Cedar Falls City Council*

### POLICY:

It is the policy of the City of Cedar Falls that this Manual be used as a presentation of the basic personnel Policies, Practices, and Procedures for the organization.

### DEFINITIONS:

- “Shall” or “will” should be interpreted as mandatory and the word “may” as permissive.
- “Supervisor” means an individual with the authority to assign, direct, and review the work of two or more subordinates.
- “Immediate family” ~~means the employee’s spouse, brother, sister, parent, child, stepchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, first cousin, and any person residing in the employee’s household.~~ means the employee's spouse (including domestic partner or common law spouse), siblings (including step) parents (including step, foster, legal guardian, and in-laws), children (including step, foster, ward, and in-laws), and any other person residing in the employee's household of a non-platonic relationship. Any other relationship not mentioned above shall be handled as determined by the City Administrator.

### PROCEDURES:

#### 1. General Procedures.

- A. This Manual contains general statements of City Policy and should not be read as including the fine details of each Policy, or as forming an express or implied contract or promise that the Policies discussed in it will be applied in all cases.
- B. Nothing in this Manual should be considered as creating an express or implied contract or promise concerning the Policies or Practices that the City has implemented or will implement in the future. Accordingly, the City retains the right to establish, change, and abolish its Policies, Practices, rules, and regulations at will and as it sees fit.
- C. The City may add to the Policies discussed in the Manual or revoke or modify them from time to time. It will try to keep the Manual current, but there may be times when Policy will change before this material can be revised.
- C.D. The City understands that the definition of “immediate family” may be different for different individuals. The City reserves the right to consider exceptions to the definition of “immediate family” when referenced in any City policy on a case-by-case basis. Exceptions must be approved by the Human Resources Division and City Administrator.

2. **Manual not a contract.** This handbook is not a contract, express or implied, guaranteeing

employment for any specific duration.

3. **Managerial Discretion.** The City retains the sole discretion to exercise all managerial functions, including the rights:
  - A. To hire, dismiss, assign, supervise, and discipline employees.
  - B. To determine and change starting times, quitting times, and shift structure.
  - C. To transfer employees within departments or into other departments and other classifications, where permitted by law.
  - D. To determine and change the size and qualifications of the work force.
  - E. To determine and change methods by which its operations are to be carried out.
  - F. To determine and change the nature, location, services rendered, quantity, quality and continued operations of all City operations.
  - G. To assign duties to employees in accordance with the City's needs and requirements and to carry out all ordinary administrative and management functions.
4. **Employees' Obligations and Other Policies and Procedures.**
  - A. Employees are required to know and follow the Policies in this Manual. In addition, there may be specific Departmental Procedures and Policies, including, but not limited to, Risk Management Policies, which are applicable.
  - B. Department Directors may adopt, amend and rescind Departmental Administrative Policies and Procedures not in conflict with these Policies as necessary for proper departmental administration.
  - C. Employees are expected to comply with any City and Departmental Policies and Procedures, as well as any applicable ordinances, laws and collective bargaining agreement. Failure to do so may be grounds for disciplinary action, up to and including termination.
  - D. To the extent there is no conflict with any collective bargaining agreement, ordinances, state law, federal law, Civil Service Code, Civil Service rules and regulations, City Policies and Departmental Procedures are applicable. The provisions of any collective bargaining agreement, to the extent they address specific issues contained within this Manual, shall take precedence.
  - E. Employees of the Cedar Falls Public Library are bound by the Policies in this manual except to the extent any Policies conflict with Policies and Procedures established by the Library Board of Trustees, in which case Library Policy shall be applicable.
5. **Scope.** This manual shall apply to all employees except as specifically noted in particular policies. Some benefits or policies may only apply to full-time employees as noted in individual

policies. To the extent certain policies are relevant or applicable, this manual also applies to elected officials.

**ADOPTED / AMENDED:** 7/1/06, 6/1/15, 3/1/23 (Administrative Update), 5/6/24

## CFD 2101: Personnel Policy – Equal Employment Opportunity

Approved ~~June 1, 2015~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the Policy of the City of Cedar Falls to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated by reason of race, religion, color, sex, (including sexual orientation, gender identity, and pregnancy), genetic information, age (40 or older), national origin, disability, military status or any other characteristic which may be protected by applicable federal or state law with respect to wages, hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment.

### PROCEDURES:

#### 1. General Procedures.

- A. Any communication from an applicant for employment, an employee, a government agency, or an attorney, concerning any equal employment opportunity matter should be referred to the City Attorney Human Resources Division for action.
- B. While overall authority for implementing this Policy is assigned to the ~~Financial Services and Legal Human Resources~~ Division, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Employees who believe they are the victims of discrimination have a responsibility to promptly report this fact to their supervisor, manager, director, Human Resources Division Personnel Specialist, and/or the City ~~Administrator~~ Attorney. ~~If the complaint is against the City Attorney, the employee may communicate directly to the Director of Finance & Business Operations.~~
- C. Complaints of discrimination will be handled and investigated under the Grievance Procedure (CFD 2413), unless special procedures are considered appropriate, such as referral to the Iowa Civil Rights Commission or another outside investigator. All complaints of discrimination will be investigated promptly and in as impartial and confidential manner as possible, and a timely resolution of each complaint should be reached and communicated to the parties involved. The City prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about discrimination.

**ADOPTED / AMENDED:** 1/23/12, 6/1/15, 5/6/24

## CFD 2102: Personnel Policy – Harassment-Free Workplace

Approved ~~June 1, 2015~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the Policy of the City of Cedar Falls to promote a productive work environment and not to tolerate verbal or physical conduct by any employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, embarrassing or hostile environment.

### PROCEDURES:

#### 1. Productive Work Environment.

- A. Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity.
- B. No form of harassment will be tolerated, including harassment for the following reasons: race, color, national origin, religion, creed, disability, genetic information, pregnancy, age, military status, sexual orientation, gender identity, or sex.
- C. Special attention must be paid to the prohibition of sexual harassment.

#### 2. Management Responsibilities.

- A. Each Supervisor, Manager, Department Director, and the City Administrator have a responsibility to keep the workplace free from any form of harassment, including sexual harassment. No Supervisor, Manager, Director, or City Administrator is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment.
- B. Sexual Harassment Definition: Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964, and it is against the City's Policies for any employee to sexually harass another employee by:
  - 1). Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's employment; or
  - 2). Making submission to or rejection of such conduct the basis for employment decisions affecting the employee; or
  - 3). Creating an intimidating, hostile or offensive working environment by such conduct.
- C. Examples of Sexually Harassing Conduct: Other sexually harassing or offensive conduct in the workplace, whether committed by Supervisors, Managers, Department Directors, City Administrator, elected officials, nonsupervisory employees, or nonemployees is also prohibited. Such conduct includes, but is not limited to:
  - 1). Verbal or written: Demand for sexual favors; sexual innuendoes; suggestive comments;

jokes of a sexual nature; sexual propositions or advances; threats; offensive language; repeated and unwanted pressures for a date; demeaning, insulting, intimidating, or sexually suggestive comments about an individual's dress or body; any written, recorded or electronically transmitted messages (such as email, instant messaging, and Internet materials) which are demeaning, insulting, intimidating or sexually suggestive;

- 2). Non-Verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- 3). Physical: Unwanted physical conduct of any kind including touching, pinching, fondling, brushing the body, coerced sexual intercourse, assault.

D. Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the workplace. But whatever form it takes, verbal, written, non-verbal or physical, sexual harassment can be insulting and demeaning to the recipient and cannot be tolerated in the workplace. Sexual harassment by any employee, manager, supervisor, or non-employee will not be tolerated.

E. Other Harassment: Any of the above conduct, or other offensive conduct, directed at individuals because of their race, color, creed, gendersex, sexual orientation, gender identity, national origin, religion, disability, genetic information, pregnancy, age, physical condition, appearance or military status also is prohibited. ~~Any of the above conduct, or other offensive conduct, directed at other individuals, regardless of their status, is prohibited. In addition, any offensive horseplay, pranks or practical jokes are prohibited (see also CFD 2401: Employee Behavior, Section 2.K).~~

### 3. Reporting Harassment.

- A. Any employee who believes that a Supervisor's, Manager's, Department Director's, City Administrator's, other employee's or nonemployee's actions or words constitute unwelcome harassment has a responsibility to report ~~or complain about~~ the situation as soon as possible. The report or complaint should be made to the employee's Supervisor, Manager, Department Director, Human Resources Division or City Administrator.
- B. Reports of harassment by co-employees or non-employees should be made to a Supervisor; however, reports may be made to any manager, Director, Human Resources Division or the City Administrator.
- C. ~~Female~~ employees may, at their own discretion, ~~choose to file sexual harassment complaints with a female management employee, and to~~ have another ~~female~~ employee assist them throughout the course of the investigation.

### 4. Investigation of Complaints.

- A. Complaints of harassment are to be handled and investigated under the City's grievance policy, unless alternate procedures are deemed appropriate. Regardless, all complaints of harassment are to be investigated promptly and in as impartial and confidential a manner as possible. Employees are required to cooperate in any investigation.



- B. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses.
- C. A timely resolution of each complaint is to be reached and communicated to the parties involved.
- D. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited.

#### 5. **Disciplinary Consequences.**

- A. Any employee, Supervisor, Manager, Department Director, or the City Administrator who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action, depending on the circumstances, up to and including discharge.
- B. The City prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about harassment. However, if an investigation of a complaint shows that the complaint or information was false, the individual who provided the false information will be subject to disciplinary action, up to and including discharge.
- C. Results of investigations involving non-employees who are found to have engaged in harassment of an employee, will be turned over to the City Administrator for appropriate action.

6. **Possible Criminal Prosecution.** This Policy is not intended to be a substitute for criminal prosecution of criminal acts of harassment. Such acts are subject to separate, outside investigation by the appropriate law enforcement authorities.

#### 7. **Additional Considerations.**

- A. The question of whether a particular action or incident is a purely personal, social relationship without a discriminatory effect on employment requires a factual determination based on all facts in the matter.
- B. The City trusts that all employees will continue to act responsibly to establish and maintain a pleasant working environment free from discrimination and harassment.

~~B-C.~~ The policy set forth above shall also apply to elected and appointed officials.

~~C-D.~~ Employees are encouraged to raise questions regarding discrimination or harassment with their Supervisor or the ~~Legal Services-Human Resources~~ Division.

**ADOPTED / AMENDED:** 7/1/06, 1/23/12, 6/1/15, 3/1/23 (Administrative Update), 5/6/24

## CFD 2106: Personnel Policy – Probationary Period

Approved ~~June 1, 2015~~ May 6, 2024 by the Cedar Falls City Council  
~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the Policy of the City of Cedar Falls that all new full-time, part-time and all present employees transferred to a new job are to be carefully monitored and evaluated for an initial probationary period. After satisfactory completion of the probationary period, those employees will be evaluated as provided for in *CFD 2152: Performance Appraisals*.

### PROCEDURES:

#### 1. General Guidance.

- A. Normally, the probationary period for new employees is six months. The probationary period for new civil service police officers and firefighters is determined by Iowa Code Chapter 400. Supervisors should observe carefully the performance of each employee in a new job position. Where appropriate, weaknesses in performance, behavior, or deportment are to be brought to the employee's attention for correction. The probationary period may be extended at the discretion of the supervisor not to exceed 12 months from date of hire.
- B. Supervisors should prepare a written evaluation of the employee's job performance by the end of the first three months and at the end of six months on the new job. Each evaluation should include a recommendation as to whether the employee should continue in the position. Copies of the evaluations are to be forwarded to the Department Director and the Human Resources~~Financial Services~~ Division for inclusion in the employee's personnel file.
- C. Following the completion of the initial six-month probationary period, ~~E~~employees will be allowed to continue in their new positions if they are given both a satisfactory evaluation and their supervisor's endorsement to continue in the job. Employees who do not receive a satisfactory evaluation and endorsement may ~~be given additional time~~ have their probationary period extended in 30-day increments, up to six months maximum, to demonstrate their ability to do the job if the supervisor feels additional time is warranted in order to achieve acceptable job performance. Employees are not guaranteed any position for any specified period of time. Employees may be terminated at any time during and after the probationary period, with or without cause and with or without notice (see also *CFD 2100: Personnel Policies Introduction*).
- D. Supervisors may recommend the termination of a probationary employee at any time. A recommendation for termination should be submitted in writing to the Department Director (or the City Administrator if a director position), the Director of Finance & Business Operations, and the Human Resources Manager~~City Attorney~~ for review and should include an evaluation and a listing of actions taken to assist the employee. Action to terminate must have the prior approval of the Department Director, City Administrator, and the Human Resources Manager~~City Attorney~~.

- E. Transferred employees who are unable to perform satisfactorily in their new jobs may, at the discretion of management, be returned to their original jobs.
  
- F. Newly hired employees are eligible for benefits in accordance with other benefits policies and plan documents.

**ADOPTED / AMENDED:** 7/1/06, 1/1/08, 6/1/15, 5/6/24

## CFD 2107: Personnel Policy – Transfer

Approved ~~March 1, 2019~~ May 6, 2024 by the Cedar Falls City Council  
~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the Policy of the City of Cedar Falls that it may, at its own discretion, initiate or approve employee job transfers from one job to another or from one location to another within the restrictions established by Chapter 400 of the Code of Iowa and applicable collective bargaining agreements.

### PROCEDURES:

#### 1. General Guidance.

- A. The City shall have the ability to require employees to make either a temporary or long term job transfer in order to accommodate the City's needs.
- B. Employees may request a voluntary job transfer. However, to be eligible for voluntary transfer, employees must meet the requirements of the new position, must have held their current position for at least six-three months, must have a satisfactory performance record, and must have no adverse disciplinary action during the same period.
- C. Job openings for which management seeks candidates from within the City will be posted on employees' bulletin boards. From time to time, Management may, as it considers appropriate, make transfers without posting notice.
- D. Eligible employees who request a transfer will be considered by management.
- E. Requests for transfer normally should be handled as follows:
  - 1). The employee should submit a written request to their ~~Finance & Business Operations Department Supervisor~~. The request should include the reason for the transfer and the department and specific job that the employee wants. Requests based on posted job openings must comply with the Procedures described in *CFD 2108: Promotion* and should be initiated prior to the application deadline.
  - 2). The supervisor in conjunction with the Finance & Business Operations Department Human Resources Division should determine whether the requested job or a suitable job opening exists and whether the employee is eligible. ~~If the opening exists and the employee is eligible, the request for transfer will be sent to the employee's supervisor.~~
  - 3). The supervisor should forward the request for transfer to the employee's current Department Director with a recommendation for approval or disapproval. The recommendation will be reviewed by the current Department Director and the ~~City Administrator~~ Director of Finance & Business Operations.
  - 4). If the employee is eligible for a job opening, the candidate will interview with the Department Director or designee who has the job opening. The candidate will be allowed

time off with pay for job interviews related to the transfer.

- 5). The Department Director with the job opening will make the final transfer decision, subject to the approval of the ~~City Administrator~~ ~~Director of Finance & Business Operations~~.
  - 6). Supervisors and Department Directors may initiate the procedure and propose employees for a position.
- F. Transferred employees will be subject in their new positions to the provisions of *CFD 2106: Probationary Period*. In addition, transferred employees may be required to have a medical examination to ~~insure~~ ensure that they are physically able to perform the duties of the new position.
- G. Pay for transferred employees will be handled as follows:
- 1). Employees transferred to a job with the same salary range will continue to receive their existing rate of pay.
  - 2). Employees who are transferred for disciplinary reasons, lack of work, budgetary reasons (transfer in lieu of layoff), reorganization, or at their own request, to a job in a lower salary range will be paid at the lower rate commencing with the start of the new job.
  - 3). Employees transferred to a new job due to reorganization or elimination of a position and fall within a lower salary range will continue to receive their current rate of pay until they fall within the new salary range.
- H. Transfers involving employees moving into, out of, or within any unit covered by a collective bargaining agreement must conform to the provisions of the agreement.

**ADOPTED / AMENDED:** 7/1/06, 6/1/15, 3/1/19, 5/6/24

## CFD 2108: Personnel Policy – Promotion

Approved ~~March 1, 2019~~ May 6, 2024 by the Cedar Falls City Council  
~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the Policy of the City of Cedar Falls to hire employees for entry-level positions, to provide training and development for employees when necessary, and to offer employees promotions to higher-level positions when appropriate. The City will engage in outside recruitment for promotional positions. In limited cases, only internal recruitment may be an option, such as for re-organizational purposes wherein outside recruitment is not necessary.

### PROCEDURES:

#### 1. General Guidance.

- A. All employees are encouraged to seek advancement opportunities and to obtain promotion and career guidance from their Supervisor and Department Director.
- B. An employee's basic eligibility for promotion will be determined by the requirements of the new job. In addition, the employee must have an overall satisfactory performance record.
- C. Job openings and promotions for which management seeks candidates from within the City will be posted on employee bulletin boards for at least ten days prior to the application deadline. When job openings or promotion opportunities are posted:
  - 1). Interested employees must initiate written notification to the Finance & Business Operations Department by the application deadline.
  - 2). Supervisors and Department Directors may initiate the procedure within the same time period and propose employees for the position; and
  - 3). The Finance & Business Operations Department may, at its discretion, or by the direction of higher management, solicit outside candidates during or after the posting period.
- D. Current employee candidates for job openings and promotions will be considered for the position as outlined in *CFD 2107: Transfer*. Applicants recruited from outside the City will be considered for employment as outlined in *CFD 2104: Hiring and Rehiring*.
- E. Current employee candidates for promotion will usually be screened and selected on the basis of attendance and work records, performance appraisals, and job-related qualifications including aptitude or achievement tests, continuing education and progress toward an advanced degree. For positions within the City's Civil Service System, candidates must be certified eligible for promotion by the Civil Service Commission. In addition, employees seeking promotion may be required to have an updated background check conducted, and a medical examination, including a drug test (see *CFD 2105: Medical Procedures*).

- F. Newly promoted employees will be subject, where required, to the provisions of *CFD 2106: Probationary Period*.
- G. Pay for newly promoted employees will ~~normally~~ be at least the minimum pay range for the new position, or the employee may be offered a 3% - 7% increase over their current pay, whichever is greater. If market conditions require higher pay for the promotional position, the higher pay rate shall be approved by the Department Director, ~~(or the City Administrator if a director position) and~~ the Director of Finance & Business Operations, and the City Administrator.
- H. Seniority ~~will~~ may not be a factor for determining transfer, promotion, interim or acting status, or layoff or recall, except as required by an applicable collective bargaining agreement.

**ADOPTED / AMENDED:** 7/1/06, 6/1/15, 3/1/19, 5/6/24

## CFD 2110: Personnel Policy – Outside Employment

Approved ~~June 1, 2015~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the Policy of the City of Cedar Falls to allow its employees to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

### PROCEDURES:

#### 1. General Guidance.

A. The City requires that employees' activities and conduct away from the job must not conflict with or compromise its interests, or adversely affect job performance and the ability to fulfill all responsibilities to the City. Employees must obtain approval from their Division Manager and Department Director (or City Administrator if a director) prior to accepting outside employment when there is a potential conflict of interest or when the outside employment would impede or interfere with job performance (see also *CFD 2407: Conflicts of Interest*). In determining whether outside employment creates an unacceptable compromise, situations that an unacceptable employment conflict shall be deemed to exist includes, but is not limited to the following:

- 1). The outside employment involves the use of the City's time, facilities, equipment, and supplies, or the use of the City's badge, uniform, business card, or other evidence of office or employment. As provided by Iowa Code, this restriction does not apply to off-duty police officers who provide private duty security while carrying their badge or wearing their official uniform, provided that the employee has secured the prior approval of the Police Chief to engage in the employment (see *CFD 5121: Secondary Employment*).
- 2). The outside employment involves the receipt of, promise of, or acceptance of money or other consideration by the employee, or a member of the employee's immediate family, from anyone other than the City for the performance of any act that the employee would be required or expected to perform as a part of the person's regular duties or during the hours that the person performs service or work for the City.
- 3). The outside employment is subject to the official control, inspection, review, audit, or enforcement authority of the employee, during the performance of the employee's duties of office or employment.
- 4). If the outside employment is employment described in comment 1.A.1) or 1.A.2), the employee shall immediately cease the employment. If the outside employment is described in comment 1.A.3), the employee shall take one of the following courses of action:
  - a. Cease the outside employment.
  - b. Publicly disclose the existence of the employment conflict and refrain from taking any



official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment.

B. For the purpose of this Policy, "official action" or "official duty" includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, granting any license or permit, determining the facts or law in a contested case or rule making proceeding, conducting any inspection or providing any other official service or thing that is not made available generally to members of the public to further the interests of the outside employment.

~~C. Employees who have accepted outside employment are not eligible for paid sick or personal absence when the absence is used to work on the outside job or is the result of an injury sustained on that job.~~ Employees covered under the Police Division union contract shall refer to the contract for additional information on how sick leave will be handled for injury or illness that occurs during the course of outside employment.

~~C.D.~~ \_\_\_\_\_ Fraudulent use of sick leave or personal absences will result in disciplinary action up to and including discharge.

~~D.E.~~ \_\_\_\_\_ For further guidance, employees are further directed to review and comply with *CFD 2407: Conflicts of Interest.*

**ADOPTED / AMENDED:** 6/1/15, 5/6/24

# CFD 2121: Personnel Policy – Nepotism Prohibition

Approved ~~October 17, 2022~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 21, 2023 by the Cedar Falls City Council~~

## POLICY:

It is the Policy of the City of Cedar Falls to be committed to employment and advancement based on qualifications and merit. This policy serves to define the City's standards for employment of relatives working for the City, and to safeguard against conflicts of interest or favoritism, whether real or perceived, which compromise the public interest.

## DEFINITION:

- Immediate family: See CFD 2100: Introduction for immediate family definition. ~~The employee's spouse (including domestic partner or common law spouse), siblings (including step) parents (including step, foster, legal guardian, and in-laws), children (including step, foster, ward, and in-laws), and any other person residing in the employee's household of a non-platonic relationship. Any other relationship not mentioned above causing a conflict of interest will be handled as determined by the City Administrator.~~

## PROCEDURES:

### 1. Applicability.

- A. These criteria will apply to all employment decisions including: hiring, rehiring, assigning, transferring, promoting, or demoting an employee.
- B. Instances of indirect supervision may occur between supervisor/subordinate. This policy pertains to direct supervision only, unless a conflict of interest is otherwise created.

### 2. Consideration for employment.

- A. A member of an employee's immediate family will not be considered for employment by the City if such employment would:
  - 1). Create a direct supervisor/subordinate relationship; or
  - 2). Create a conflict of interest as determined by the City Administrator.
- B. A member of an employee's immediate family may be considered for employment by the City if the immediate family member possesses all the qualifications for the position and if:
  - 1). No direct supervisor/subordinate relationship or conflict of interest is created (see above);  
and
  - 2). The immediate family member is assigned to a different Department than the employee;  
or
  - 3). If assigned to the same Department the immediate family member is assigned to a

different Division than the employee; or

- 4). If assigned to the same Division the immediate family member is assigned to a different Shift or Section than the employee.

### 3. Notification.

- A. Employees who marry or become immediate family (as defined ~~above~~ in CFD 2100: Introduction) during the course of employment are required to inform their supervisor of the relationship as soon as possible, but no later than 14 days after the relationship is established.
- B. Violation of this policy will subject the employee(s) to disciplinary action, up to and including termination. Employees who violate this policy forfeit their right of transfer or reassignment.

### 4. Resolution.

- A. Should the above situation occur, a decision will be made by management within 30 days of notification regarding which employee shall transfer or be reassigned, if possible, or which employee will terminate employment.
- B. Factors to be considered in this determination include, but are not limited to: position held, rank, seniority, past performance and fulltime employment status.
- C. The transfer, reassignment, or termination decision made by management shall be finalized and effective within a maximum of 90 days from the date in which the immediate family relationship was established.
- D. When one immediate family member leaves City employment, re-employment rights while the other immediate family member remains are determined by the considerations in 2.A and 2.B above.

### 5. Exemptions.

- A. Exceptions to this policy may be considered provided an immediate family member is not a direct supervisor and as approved by the City Administrator, upon the favorable recommendation of the Department Director.
- B. Employees hired prior to July 1, 2004, are exempt from application of this policy section to the extent it applies to their current position.

**ADOPTED / AMENDED:** 10/17/22, 5/6/24

# CFD 2152: Personnel Policy – Performance Appraisals

Approved ~~March 1, 2019~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

## POLICY:

It is the Policy of the City of Cedar Falls that the job performance of each employee be evaluated periodically by the employee's Supervisor.

## PROCEDURES:

### 1. Reasons for Appraisal.

A. Performance appraisals will be completed upon the following occasions:

- ~~1).~~ By the end of the first three months on the job as well as at the end of six months of the probationary period;
  - ~~4)-2).~~ If an employee's probationary period is extended according to the provisions in CFD: 2106 Probationary Period, a performance appraisal must be completed at the end of the extended period.
  - ~~2)-3).~~ In conjunction with the annual salary review or on the anniversary date of employment;
  - ~~3)-4).~~ By the end of the first three months as well as at the end of six months following ~~When the an-employee is transferred or promotioned to a new job;~~
  - ~~4)-5).~~ When the employee is given a new assignment under a new Supervisor, the previous Supervisor will complete an appraisal unless the new Supervisor has held direct supervision over the employee for at least 60 days;
  - ~~0).~~ ~~At the time of the employee's termination, if a disciplinary or termination report is not prepared; and,~~
  - ~~0).~~ ~~When a reduction in staff is necessary.~~
- ~~D.B.~~ If a performance appraisal has been completed within one-two months of the above occasions, a new appraisal does not have to be completed, except in cases involving discipline or termination.

### 2. General Guidance.

A. Factors to be considered include the experience and training of the employee, the job classification, and the employee's attainment of previously set objectives and goals. Other factors that should be considered include, but are not limited to, knowledge of the job, quality and quantity of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, public relations, and acceptance of responsibility.

- B. The written appraisal should include the Supervisor's comments and recommendations, an action plan for the employee, and performance goals for the next evaluation period.
- C. Department Directors (or City Administrator for directors) will review each Supervisor's written evaluation to help assure that the evaluation has been properly completed in as fair and objective a manner as possible.
- D. The Supervisor and employee must meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The employee will be given the opportunity to examine the evaluation and make written comments about any aspect of it. Following the appraisal meeting, the employee shall acknowledge receipt of a copy of the written evaluation by signing the document. Signing the written evaluation form does not necessarily imply that the employee agrees with the evaluation results, but simply indicates the employee is aware of the rating given and discussed the evaluation with the Supervisor. The Supervisor must sign the written evaluation form and forward it to the Finance & Business Operations Department to review for completeness and inclusion in the employee's personnel file.
- E. Employee request for review.
  - 1). In addition to adding written comments to their performance appraisal, employees may request a review. (Written evaluations are not subject to the grievance procedure.)
  - 2). Written comments by employees shall become part of the performance appraisal.
  - 3). Stage one of the review process shall be with the Division Manager. Such a request for stage one review shall be made in writing to the reviewing authority within seven (7) calendar days from the initial supervisor meeting in which the appraisal was discussed. Stage two of the review process shall be with the Department Director, stage three with the City Administrator, and stage four with the Mayor. All requests for review past stage one shall be made in writing within seven (7) calendar days from the decision of the reviewing authority at the previous stage.
  - 4). Failure to meet the deadlines established in this policy shall be deemed a waiver of performance appraisal review. If the employee requesting the review is a Division Manager, the review process shall begin with the Department Director.
  - 5). At any stage in the review process, the reviewing authority may make notations to the evaluation to address disputed facts or unfair and improper administration of the evaluation instrument.
- F. Information derived from the performance appraisal may be one factor which is considered when making decisions affecting training, pay, promotion, transfer, or continued employment. Any compensation decisions will be based on performance, the employee's salary within their own pay range, and budget considerations.
- G. Employees who are employed in shared positions or in different capacities between different departments or divisions will receive two scores on the respective performance appraisals.

The scores will be averaged on a pro rata basis and compensation will be determined by the prorated score.

- H. The Procedures discussed in this Policy are only guidelines. The City may, in its sole discretion, modify or revoke them in whole or in part at any time. Therefore, these procedures are not a promise or contract, express or implied, and the City retains the right to determine whether and how they will be applied, depending on the circumstances. These Procedures do not guarantee employment for any length of time, nor do they guarantee annual compensation raises. Compensation decisions will be based on performance, salary pay ranges and budgetary considerations.

**ADOPTED / AMENDED:** 1/1/08, 6/1/15, 3/1/19, 5/6/24

## CFD 2255: Personnel Policy – Service Awards

Approved ~~January 6, 2020~~ May 6, 2024 by the Cedar Falls City Council  
~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the policy of the City of Cedar Falls to recognize extended service to the City by presenting service awards to eligible employees in accordance with the guidelines set forth below.

### PROCEDURES:

#### 1. Eligibility.

- A. All full-time and part-time employees, and year-around special purpose employees are eligible to receive a service pin upon completion of five years of service and at the end of every five years of service after that.
- B. Service does not have to be continuous to count toward service credit for the award.

#### 2. Presentation.

- A. The service award generally will be presented to the individual on the anniversary date of the employee's date of employment. If this date falls on a Saturday, Sunday, or holiday, the award will be presented on the next regularly scheduled workday.
- B. The Financial Services Division will be responsible for identifying those employees to be honored, notifying the mayor or other presenter, ordering the awards, and arranging for appropriate announcements of awards internally, and when appropriate, externally.

#### 3. Award.

- A. All full-time and part-time employees, excluding special purpose and seasonal employees, are eligible to receive a watch upon the completion of fifteen (15) years of service. If an employee waives eligibility for a watch upon completion of fifteen (15) years of service, the employee may elect to receive a watch on or before the employee's retirement or resignation from employment.

~~B. Police Division Department employees, upon retirement or resignation after at least four (4) fifteen (15) years of service, are eligible to receive free their badge mounted on a plaque.~~

~~B.C. Public Safety Department employees, upon retirement or resignation after at least four (4) years of service, are eligible to purchase their fire helmet for \$100.~~

~~C.D. \_\_\_\_\_ Tax consequences may occur with these service awards and are the sole responsibility of the employee.~~

**ADOPTED / AMENDED:** 11/12/12, 6/1/15, 1/6/20, 5/6/24

## CFD 2351: Personnel Policy – Attendance and Punctuality

Approved ~~March 1, 2019~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 21, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the Policy of the City of Cedar Falls to require employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt work flow, productivity and service, and will not be tolerated.

### PROCEDURES:

#### 1. General Guidance.

- A. Supervisors will notify employees of their starting, ending, and break times. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time.
- B. Employees should notify their immediate supervisor as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early. Such notification should include a reason for the absence and an indication of when the employee can be expected to report for work. If the supervisor is unavailable, notification must be made to the Division Manager or Department Director. If the employee is unable to notify the supervisor, Division Manager or Department Director, then employees shall contact the Personnel Specialist. Voice mail messages and emails are initially acceptable when personal contact cannot be made with a Supervisor, Division Manager, Department Director or Personnel Specialist. However, employees must also continue to contact supervisors, managers and directors until the employee personally speaks to someone. All notifications shall be made by the employee, unless an emergency prevents personal notification. Employees are required to provide a telephone number where they can be reached when absent from work.
- C. Employees are to be compensated during authorized absences in accordance with the policies contained in this Personnel Policy Manual. Nonexempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not receive compensation for time missed because of tardiness or early departure if the time missed exceeds ten minutes after starting time or before quitting time. Failure to notify the City properly of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action, up to and including termination.
- D. Employees who are delayed in reporting for work more than thirty minutes and who have not notified their supervisor of their expected tardiness may lose their right to work the balance of the work day. In addition, employees who report for work without proper equipment or in improper attire may not be permitted to work. Employees who report for work in a condition considered unfit for work, whether for illness or any other reason, will not be allowed to work. In all of the above circumstances, employees will not be allowed to use benefit time off and the absence shall be unpaid.



- E. Employees generally are expected to report for work during inclement weather conditions if the City does not declare an emergency closing. For the purpose of this policy, inclement weather includes but is not limited to: snow, ice, freezing rain, extreme cold and heat, and poor air quality. If the City does declare an emergency closure, employees shall not report to work, unless directed to do so by their Division Manager or Department Director. If employees have already reported to work when the emergency closure is declared, then employees shall receive pay for the hours worked prior to closure. Employees shall not receive pay for hours that had been scheduled but not worked due to the closure. Permission may be granted to employees by the Division Manager or Department Director to continue working after emergency closure as circumstances require. Nonexempt employees who are unable to report to work or wish to leave work early because of weather conditions may be granted an authorized unpaid absence or may be allowed to use earned benefit time. If the employee notifies their supervisor or other person designated by the Department Director no later than starting time of the particular workday, an earned and unused vacation day or floating holiday may be taken. Nonexempt employees who are late because of weather conditions will be given a chance to make up their missed time if work schedules and conditions permit.
- F. Employees will not be required or permitted to work any period of time before or after scheduled starting or quitting times for the purpose of making up time lost because of tardiness, unauthorized absence, authorized absence, or any other reason if the result will be that the full-time employee works more than forty hours during the workweek or the part-time employee works more than their normal or designated workweek hours.
- G. Employees must report to their supervisor after being late or absent, give an explanation of the circumstances surrounding their tardiness or absence, and, when applicable, certify that they are fit to return to work.
- H. Employees must obtain permission from their supervisor in order to leave the City premises during working hours. This restriction does not apply to authorized unpaid lunch periods.
- I. Unauthorized or excessive absences or tardiness will result in disciplinary action, up to and including termination. An absence is considered to be unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved.
- J. Employees who are absent from work for three consecutive days without giving proper notice to the City will be considered as having voluntarily quit. At that time, the City will formally note the termination and advise the employee of the action by certified mail to the employee's last known address.

**ADOPTED / AMENDED:** 6/1/15, 3/1/19, 5/6/24

## CFD 2354: Personnel Policy – Leaves of Absence

Approved ~~October 17, 2022~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the policy of the City of Cedar Falls to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

### DEFINITIONS:

- ~~12--~~Month Period: Calculated as the “rolling” ~~12--~~month period measured backward from the date an employee uses any FMLA leave.
- Spouse:
  - All individuals in legal marriages as defined or recognized in a state where the individual was married (“place of celebration”), and includes individuals in same-sex and common law marriages. A spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if it could have been entered into in at least one state. If both spouses work for the City, and are both eligible for FMLA leave, both spouses will be limited to a combined total of 12 weeks of FMLA leave in a ~~12--~~month period for anyone or all of the following reasons: birth of a child and bonding with the newborn child; placement of a child with the employee for adoption or foster care and bonding with newly-placed child; or to care for a parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of the employee’s spouse or child, or because of the employee’s own serious health condition.
  - Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness (commonly referred to as “military caregiver leave”) if each spouse is a parent, spouse, son or daughter, or next of kin of the service member. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.
- Child: A person either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s “child” is one for whom the employee has day-to-day responsibility for care and includes a biological, adopted, foster, stepchild, a legal ward, or a child of a person standing in loco parentis. The age limitation does not apply to employees applying for a FMLA military related leave.
- Serious Health Condition: An illness, injury, impairment or a physical or mental condition that involves:
  - conditions requiring an overnight stay in a hospital or other medical care facility; or

- conditions that incapacitate you or your family member (for example, unable to work or attend school) for more than three consecutive days and have ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication); or
- chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider at least twice a year; or
- pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).

## PROCEDURES:

1. **Family and Medical Leave.** The City will comply with the provisions of the federal Family and Medical Leave Act (hereinafter referred to as "FMLA") as described by U.S. Department of Labor requirements<sup>1</sup>.
  - A. In accordance with FMLA, the City will grant unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:
    - 1). The birth of a child or placement of a child with the employee for adoption or foster care. Birth and bonding must be taken as a continuous block of leave unless the Director allows intermittent leave.
    - 2). To care for a spouse, child, or parent who has a serious health condition; or
    - 3). For a serious health condition that makes the employee unable to perform the essential functions of their job.
    - 4). For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered ~~active-duty~~active-duty status.
  - B. An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered service member with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member. The single 12-month period for leave to care for a covered service member (both current service members and veterans) with a serious injury or illness begins on the first day you take leave for this reason and ends 12 months later, regardless of the 12-month period established by your employer for other types of FMLA leave. Eligible employees are entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Up to 12 of the 26 weeks may be for an FMLA-qualifying reason other than to care

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<sup>1</sup> Department of Labor: [dol.gov/agencies/whd/fmla](https://dol.gov/agencies/whd/fmla)

for a covered service member.)

- C. FMLA Eligibility. To be eligible for FMLA leave, an employee must be employed by the City for at least 12 months and have worked at least 1,250 hours for the City over the 12-month period immediately preceding the leave. The 12 months of employment do not have to be consecutive. Employees applying for and granted a FMLA leave are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of FMLA leave.
- D. Intermittent or Reduced Leave:
- 1). An employee may take leave intermittently (minimum of 15-minute increments) or on a reduced leave schedule when medically necessary to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. “Medically necessary” means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the City’s operations. If an employee requests reduced or intermittent leave, once the intermittent or reduced leave has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the Director’s approval. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- E. Employee Notice Requirement:
- 1). An employee is generally required to give thirty (30) days’ notice in the event of a foreseeable leave. When 30 days’ notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City’s normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for FMLA leave that was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.
- F. A “Leave of Absence Request” form should be obtained from the Human Resources Division, completed by the employee, signed by their supervisor and Department Director, and returned to the Human Resources Division for processing and forwarding of additional forms that may be required to complete as explained below.

#### G. Response to Employees:

- 1). As a FMLA covered employer, the City will provide employees with a Notice of Eligibility and Rights & Responsibilities form within five business days of receiving a leave request or becoming aware of the need for FMLA leave.
- 2). The City's response will establish whether the employee is eligible for FMLA leave and will notify the employee of their rights and responsibilities under the FMLA.

#### H. Certification and Designation.

- 1). The City may require certification in support of the leave from a healthcare provider no later than fifteen (15) calendar days after applicable Department of Labor form(s) are provided for the employee's own or a qualified family member's serious health condition. Upon receipt, the employee will be notified by Human Resources whether the leave will be designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement. Military related leave requests require completion of the applicable Department of Labor form available from and returned to Human Resources staff.
- 2). For an employee's own medical leave, the City may require a second or third opinion at the City's expense as well as periodic reports on the employee's status.
- 3). If the employee has not returned medical certification within 15 calendar days as stated on the Notice of Eligibility and Rights & Responsibilities, the City is not aware of extenuating circumstances, and the City is unable to determine if the need for leave qualifies for FMLA, the City will notify the employee in writing that the FMLA leave request has been denied, using the Designation Notice.
- 4). When an employee is on leave and information received by Human Resources deems it to meet FMLA criteria, the City shall designate the leave as FMLA without receiving a FMLA leave request from the employee and without requiring the completion of the applicable medical certification form. Where applicable, employees who are on any approved leave of absence, whether work related or not, who also qualify for FMLA leave shall be required to use FMLA leave concurrently with such other leave of absence.

#### I. Return to Work Authorization

- 1). A release to duty from the employee's health care provider must be provided to the Human Resources Division prior to returning to work. If a fitness-for-duty appointment is deemed necessary by the City based on position duties, the employee will be asked to have a fitness-for-duty examination by a health care provider selected by the City, at the City's expense.

#### J. Effect on Benefits:

- 1). Vacation, seniority and other benefits will continue to accrue during an unpaid leave unless such leave exceeds thirty (30) consecutive calendar days, in which case no

benefits shall accrue during the entire leave. Accrual of benefits for employees on intermittent leave or on a reduced work schedule may be calculated on a pro-rata basis in proportion to their work schedule. No proration of benefit accruals shall occur if employees maintain full-time work status (at least 32 hours per week) or the equivalent of full-time work status is covered with the use of earned benefits.

2). Continuation of Health Insurance.

- a. An employee on FMLA leave may remain a participant in the City's health insurance plan throughout the duration of the leave, as if actively employed. The employee will be required to pay the same cost of coverage as if actively at work. Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is more than 30 days late. The City will provide written notice to the employee that the payment has not been received and allow at least 15 days after the date of the letter before coverage stops. If the employee misses a premium payment and the City pays the employee's contribution, the employee will be required to reimburse the City for the delinquent payment upon return from the leave. If an employee does not return to work, the City may require reimbursement for the share of the premiums it paid during the FMLA leave.

3). Return to Work:

- a. An employee returning from FMLA leave is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions. Employees are required to provide at least 72 hours' advance notice of their return to work after such leave, unless this requirement is waived by the employee's supervisor and by the Human Resources Division.

**2. Other Leaves of Absences:**

- A. Employees generally are eligible for leaves of absence if they have completed at least 12 months of service, or as specified by law.
- B. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law and in accordance with the City's best interest.
- C. Requests for a leave of absence or any extension of a leave shall generally be submitted in writing to the employee's Department Director 30 days prior to commencement of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the Department Director, after consultation with the Human Resources Division. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to their Department Director.
- D. The following types of leaves will be considered:

- 1). Extended Family and Medical Leave (Non-FMLA).
  - a. In cases where an employee is not eligible for FMLA leave and the employee's leave duration would typically qualify for FMLA, the employee may be granted a leave of absence.
  - b. Approval for such leave must be granted by the Department Director or by the City's Risk Management Committee if the leave exceeds two (2) consecutive weeks. The length of any such leave will be governed by individual circumstances, but in most cases such extended leave should not exceed 12 weeks in any 12--month period. At least 72 hours' notice is required in advance of the employee's return to work date, unless this requirement is waived by the employee's Department Director and by the Human Resources Division.
- 2). Pregnancy not covered under FMLA: Pregnant employees who are not eligible for FMLA leave shall be granted a leave of absence for the period that the employee is disabled because of the pregnancy, childbirth or other related medical conditions, or for eight weeks as provided by Iowa law, whichever is less.
- 3). Other sick leave not covered under FMLA: See *CFD 2356: Sick Leave*.
- 4). Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.
- 5). Military Leave of Absence: See *CFD 2357: Military Leave*.
- 6). Educational Leave of Absence: Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence, if in accordance with the City's best interest and at the discretion of the employee's Department Director.
- 7). Public Office Leave of Absence: Employees who are candidates for municipal, county, state, or federal office shall be granted leave upon request for the period from 30 days or less prior to a contested primary, special or general election, until the day after the election. Employees who are elected or appointed to public office shall be granted leave for such public office upon request. Public office leaves of absence shall be without pay.
- 8). Bereavement Leave: Full-time and permanent part-time employees may be allowed up to five (5) working days absence with pay in case of the death of a member of the employee's immediate family (see *CFD 2100: Introduction for immediate family definition*).
  - a. ~~For the purpose of this policy "immediate family" includes the employee's spouse (including domestic partner or common law spouse), siblings (including step), parents (including step, foster, legal guardian, and in-laws), children (including step, foster, ward and in-laws), and any person residing in the employee's household of a non-platonic relationship.~~

b-a. In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of the employee or the employee's spouse, the employee is allowed up to three (3) working days absence with pay.

e-b. Bereavement leave absences are intended to include all travel. However, in circumstances involving unusually long traveling distances, department directors may extend bereavement absences up to three (3) additional days with pay.

c. Bereavement leave shall not be taken in less than one day-hour increments.

d. Bereavement leave must be completed within 60 days after the date on which the employee receives notice of the bereavement event unless otherwise arranged with and approved by Department Director, Human Resources Division and the City Administrator.

e. For permanent part-time employees, a regular scheduled day off work may not be used in combination with bereavement leave to extend consecutive days off to more than five (5) days.

f. Non-union public safety management shift employees shall be allowed bereavement leave as set forth in this policy regardless of the shift to which they are assigned. For purposes of this policy for such employees, the term "working days" means one calendar day regardless of the number of hours scheduled. Transfer of such employees while on bereavement leave shall not affect entitlement to such leave. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

9). Workers' Compensation: Employees who are injured in the course of their employment with the City shall receive benefits and leave in accordance with Iowa Code Chapter 85.

10). Police/Fire Disability Leave: Eligible public safety department personnel may be granted leave for duty related conditions in accordance with Iowa Code Chapter 411.

E. Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military, public service, or otherwise as permitted by law.

### 3. Use of paid benefit time and other benefits while on leave.

A. Every employee on a sick leave, Non-FMLA leave, or FMLA leave who is not maintaining full-time work status or who is not covering absences with earned benefit time up to at least full-time work status equivalent will be required to use all floating holidays, vacation, compensatory time, sick leave/casual days, and sick days while on leave.

B. Earned benefit time shall be used until exhausted. Use of accrued, but unearned vacation may then be used when special circumstances warrant and as approved (see also *CFD 2256: Vacations*). If all benefit time has been exhausted, and the employee is not covered by FMLA,



the employee may be subject to termination of employment.

C. Emergency response exception:

- 1). Employees who require a medical absence for an injury arising out of service as a volunteer fire fighter or emergency medical responder during a period of an emergency response may choose to take the medical leave as unpaid up to a maximum of 12 weeks; and shall not be required to use accrued paid leave (sick, vacation or comp time) for medical absence as a result of the injury.
- 2). After 12 weeks of unpaid leave the employee shall be required to take paid benefit time as defined in this section.
- 3). The employee shall still be required to follow all other policies and rules of the City related to medical leave and FMLA leave.

D. Employees covered by the City's long-term disability or workers' compensation insurance may supplement their pay up to 100% of their normal wages.

E. Every employee on a personal or educational leave of absence will be required to use all compensatory time, floating holidays and vacation days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned vacation.

F. Employees who are candidates for public office must use earned paid benefit time during the public service leave of absence. Employees who are elected or appointed to a position entitling them to a public service leave of absence may, if they choose, use earned paid benefit time during the leave. If earned paid benefit time is exhausted during a public office leave of absence, or if eligible employees choose not to use paid benefit time, the leave or remainder of the leave shall be without pay.

G. The City will provide health insurance and other benefits to employees on leave as required by law. No paid benefit time shall accrue during periods of unpaid leave, unless otherwise specified by union contract.

H. Holidays (named and floating holidays) will be designated as FMLA leave when a holiday falls during a week in which an employee is taking the full week of FMLA leave or in cases when an employee takes less than a full week but they are expected or were scheduled to work the holiday.

I. Policies related to required use and carry over of paid benefit time shall apply when employees are on leaves of absence.

J. Availability of paid benefit time is no guarantee of continued employment.

4. **Return from Leave of Absence.**

A. Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, if required by law. However, in order to be

reinstated to their same job or equivalent job, employees must return to work within 12 weeks after the expiration of an approved sick leave or FMLA leave, or for employees who do not qualify for FMLA leave, within 12 weeks of their first absence.

- B. This time may be extended upon recommendation of the Department Director and approval by the City Administrator for good cause, such as availability of additional earned ~~sick leave~~ benefit time. Employees who have taken personal, educational or public service leave cannot be guaranteed employment upon expiration of leave.
- C. Employees returning from a sick leave may be required to provide certification of their ability to perform the essential functions of their job, with or without reasonable accommodation and may be required to complete a fitness-for-duty examination or evaluation with the City's medical provider.
- D. Employees are required to provide at least 72 hours advance notice of their return to work after such leaves, unless this requirement is waived by the employee's supervisor and by the Human Resources Division.
- E. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law.
- F. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though ~~s/he~~ they were not on leave at the time of the reduction in force.

#### 5. **Special Leave of Absence for Arrest and Incarceration.**

- A. Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges.
- B. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's Department Director and the Director of Finance & Business Operations. They will determine whether reinstatement would be consistent with the City's needs and requirements. Likewise, when an employee is convicted of a crime, the employee's Department Director and the Director of Finance & Business Operations will determine if it is in the best interests of the City to allow resumption to active employment or termination.

6. **Voluntary Quit.** If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

7. **Resource.** Department of Labor: <https://www.dol.gov/agencies/whd/fmla>

**ADOPTED / AMENDED:** 1/1/05, 7/1/06, 1/1/09, 4/09, 1/23/12, 2/13/12, 11/12/12, 11/25/13, 6/1/15, 3/1/19, 1/6/20, 7/6/20, 11/2/20, 3/7/22, 10/17/22, 5/6/24

## APPLICATION FOR FAMILY OR MEDICAL LEAVE

Name: \_\_\_\_\_ Dept/Div: \_\_\_\_\_

Current Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Date of Anticipated Leave: \_\_\_\_\_

Expected Date of Return to Work: \_\_\_\_\_

**General Reason for Leave** (Serious Health Condition for Self, Serious Health Condition for Family Member, Birth of Child, Placement of a Child, Exigency, etc.):

\_\_\_\_\_  
\_\_\_\_\_

A leave request based upon an employee's own serious health condition or the serious health condition of the employee's spouse, child or parent must be accompanied by a verifying medical certification from a physician.

By signing below, employee acknowledges that failure to return to work at the end of the leave period may be treated as a resignation unless an extension has been approved in writing by the City.

Employee further acknowledges that restoration to employment is subject to the following conditions:

1. As a condition of restoration, an **employee returning from leave due to an employee's own serious health condition, must provide written certification from their health care provider**, certifying the ability to perform the essential functions of their job, with or without a reasonable accommodation, and may be required to complete a fitness-for-duty evaluation with the City's physician, prior to the employee's return to work.
2. Every attempt will be made to restore an employee returning from leave to their original position. If the employee's original position is unavailable, the employee will be placed in an equivalent position with equivalent pay and benefits.
3. An employee returning from family and medical leave shall not be entitled to the accrual of any seniority or employment benefits during the unpaid period of leave. Seniority accrues in accordance with applicable collective bargaining agreements and Personnel Policies.

4. An employee returning from leave must provide at least 72 hours advance notice of the employee's return to work date, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY:**

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

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**DETAILED EXPLANATION FOR LEAVE**

Leave Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY:**

~~Human Resources Manager/Director of Finance & Business Operations:~~ \_\_\_\_\_ Date: \_\_\_\_\_

### APPLICATION FOR FAMILY OR MEDICAL LEAVE (NON-FMLA)

Name: \_\_\_\_\_ Dept/Div: \_\_\_\_\_

Current Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Date of Anticipated Leave: \_\_\_\_\_

Expected Date of Return to Work: \_\_\_\_\_

**General Reason for Leave** (Serious Health Condition for Self, Serious Health Condition for Family Member, Birth of Child, Placement of a Child, Exigency, etc.):

\_\_\_\_\_  
\_\_\_\_\_

A leave request based upon an employee's own serious health condition or the serious health condition of the employee's spouse, child or parent must be accompanied by a verifying medical certification from a physician.

By signing below, employee acknowledges that failure to return to work at the end of the leave period may be treated as a resignation unless an extension has been approved in writing by the City.

Employee further acknowledges that restoration to employment is subject to the following conditions:

1. As a condition of restoration, an **employee returning from leave due to an employee's own serious health condition, must provide written certification from their health care provider**, certifying the ability to perform the essential functions of their job, with or without a reasonable accommodation, and may be required to complete a fitness-for-duty evaluation with the City's physician, prior to the employee's return to work.
2. An employee returning from leave must provide at least 72 hours advance notice of the employee's return to work date, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY:**

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**DETAILED EXPLANATION FOR LEAVE**

Leave Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY:**

~~Human Resources Manager~~ ~~Director of Finance & Business Operations:~~  
\_\_\_\_\_ Date: \_\_\_\_\_

### APPLICATION FOR EXTENDED LEAVE (OTHER)

Name: \_\_\_\_\_ Dept/Div: \_\_\_\_\_

Current Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Date of Anticipated Leave: \_\_\_\_\_

Expected Date of Return to Work (Maximum 12 weeks): \_\_\_\_\_

Reason for Leave (Explain): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE:** For leaves of absence due to Personal, Military, Educational or Public Service. An employee returning from leave must provide at least 72 hours advance notice of the employee’s return to work date, unless this requirement is waived by the employee’s supervisor and by the Financial Services Division. (See Personnel Policy 704: Leave of Absence)

By signing below, employee acknowledges that failure to return to work at the end of the leave period may be treated as a resignation unless an extension has been approved in writing by the City.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY:**

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Manager~~Director of Finance & Business Operations~~: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management: \_\_\_\_\_ Date: \_\_\_\_\_

## CFD 2356: Personnel Policy – Sick Leave

Approved ~~July 6, 2020~~ May 6, 2024 by the Cedar Falls City Council  
~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the policy of the City of Cedar Falls to grant its full-time employees and part-time non-union employees (excluding seasonal and special purpose) paid sick leave during times of incapacitation for work or for ~~the birth, adoption or foster placement of a child in accordance with the procedures below,~~ personal illness, personal injury, appointments with members of the medical profession, and an illness or injury of a member of the immediate family.

### PROCEDURES:

#### 1. Sick Leave Credited.

A. Sick leave shall be earned by the employee as follows:

- 1). After first seven (7) days of employment-- One (1) day
- 2). After thirty (30) days of employment-- One (1) additional day
- 3). After each month of employment-- One (1) additional day

B. At the end of the first year, thirteen (13) days shall have been earned. After the first year of employment, an additional one (1) day shall be earned for each additional month of employment. There is no limit on the accumulation of sick leave. Upon beginning employment, the employee shall be credited with the first year's sick leave of thirteen (13) days. If employment is terminated during the first year, any sick leave used above the amount earned shall be deducted from the employee's last paycheck.

C. Part-time, non-union employees' sick leave benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their anniversary date. Part-time, non-union employees' accrual of sick leave benefits will accrue on an annual basis rather than a monthly basis.

#### 2. Use of Sick Leave.

A. Sick leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession, and an illness or injury of a member of the immediate family, ~~which includes the following: the spouse, children, grandchildren, brothers, sisters, parents and grandparents of both the employee and spouse.~~ For "immediate family" definition refer to CFD 2100: Introductions.

B. Sick leave may also be taken for the birth, adoption or foster placement of a child as provided for in the federal Family and Medical Leave Act (FMLA).

C. In emergency situations, sick leave may be used for other purposes if approved in advance



by the City Administrator.

### 3. Sick Leave/Benefit Notification.

- A. The employee will receive straight time for each work day that said employee is absent while on sick leave to the extent of earned sick leave; but not more sick benefit per week than employee's pay for a normal work week.
- B. Sick leave is in no way to be construed as additional vacation time.
- C. Sick leave shall not be granted unless the supervisor or other persons as established by each department has been notified by not later than the starting time of the particular workday. Such notification should include a reason for the absence and an indication of when the employee is expected to return to work.
- D. If the supervisor is unavailable, the employee must contact the Division Manager or Department Director. If the employee is unable to notify the supervisor, Division Manager or Department Director, then the employee should contact the Human Resources Division Personnel Specialist.
- E. Voice mail messages, text messages and emails are initially acceptable when personal contact cannot be made with a supervisor, Division Manager, Department Director, or Human Resources Division Personnel Specialist, but the employee must continue to contact supervisors, managers and directors until the employee personally speaks to someone.
- F. Employees are required to personally notify unless emergency prevents personal notification.
- G. Employees are required to provide a telephone number where they can be reached when absent from work.

### 4. Non-FMLA Extended Family and Medical Leave.

- A. An employee who is sick or injured and unable to work, or who has an immediate family member who is sick or injured and requires the care of the employee, or in the event of the birth of a child or placement with the employee of a child for adoption or foster care, which will result in absence from work for two consecutive weeks or more, may be granted a leave of absence if the employee does not qualify for FMLA leave, if work conditions and other circumstances permit.
- B. If the need for leave is foreseeable, the employee is required to provide at least thirty (30) days advance notice to the employee's supervisor of the need for leave.
- C. When such long term non-FMLA leave is unforeseeable, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures until extended leave is granted.
- D. Approval for such leave must be granted by management and by the City's Risk Management

Committee.

- E. An immediate family member for purposes of ~~this-NON-FMLA leave policy~~ means spouse, child or parent of the employee as defined under the Family and Medical Leave Act.
  - F. Except for the birth of a child or placement with the employee of a child for adoption or foster care, an employee on extended family or medical leave shall provide as soon as practicable a certification from a health care provider stating that the condition prevents the employee from performing the essential functions of the employee's job, or if applicable, supporting the need for leave to care for the immediate family member.
  - G. The length of any such leave will be governed by individual circumstances, but in no event shall such extended leave exceed twelve weeks in any twelve-month "rolling" period.
  - H. At least 72 hours' notice is required in advance of the employee's return to work date, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.
5. **Vacation and Sick Leave.** If an employee is scheduled for vacation and becomes ill or injured to the extent they must seek medical attention, the employee may be allowed to switch vacation leave to sick leave, subject to Department Director approval and written documentation from a member of the medical profession.
6. **Use of Paid Benefits After Sick Leave is Exhausted.** If any earned paid benefit time remains after sick leave benefits have been exhausted, such earned paid benefit time shall then be used until exhausted. Accrued but unearned vacation may then be used when special circumstances warrant and as approved (see also *CFD 2256: Vacations*).
7. **Substantiation of Sick Leave.** At the discretion of the department head, sick leave covering a period in excess of two (2) working days must be substantiated by a written statement from a member of the medical profession, stating the nature of the sickness or injury, and that the employee is again physically able to perform their duties. Substantiation of birth, adoption or foster placement of a child may also be required. (see also *CFD 2351: Attendance and Punctuality*; *CFD 2354: Leaves of Absence*; and *CFD 2105: Medical Procedures*.)
8. **Injury On-The-Job and Return to Work.** Any employee who is injured on the job will not be allowed to return to work until the ~~Legal Services~~Human Resources Division is presented with a written statement from a member of the medical profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified. All accidents and injuries must be reported to the employee's supervisor immediately.
9. **Other Injuries/Illnesses and Return to Work.** Employees who have had a non-occupational illness or injury will not be allowed to return to work unless the Human Resources~~Legal Services~~ Division is presented with a written statement from a member of the medical profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified, depending upon the needs of the position and the nature and extent of any activity restrictions. Any temporary assignments under this policy must have the prior approval

of the City's Risk Management Committee Department Director, Human Resources Division, and City Administrator. Employees may be required to complete a fitness for duty exam by the City's health care provider before returning to work in any capacity. (See also *CFD 2354: Leaves of Absence*).

10. **Abuse of Sick Leave.** Employees who abuse sick leave shall be subject to discipline, up to and including termination.
11. **Sick Leave Accumulation and Accrual.** No lump sum payment may be made for unused sick leave, except as provided in *CFD 2159: Severance Pay*, to qualifying employees.
12. **Non-Union Public Safety Personnel.**
  - A. Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn sick leave as follows: 8.25 hours for each month of employment on the shift.
  - B. Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn sick leave as follows: 24 hours for each month of employment on the shift.
  - C. Non-union public safety shift management employees assigned to non-shift shall accrue and earn sick leave as follows: 8 hours for each month of employment on the non-shift.
  - D. Sick leave accrual and earning is calculated or recalculated at the time of shift assignment and only completed months of employment are included in such calculation or recalculation.
  - E. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.
  - F. Use of sick leave shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned. Use of sick leave shall be as provided in this policy.

**ADOPTED / AMENDED:** 3/22/04, 1/1/05, 7/1/06, 6/1/15, 3/1/19, 1/6/20, 7/6/20, 5/6/24

## CFD 2401: Personnel Policy – Employee Behavior

Approved ~~January 16, 2017~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the policy of the City of Cedar Falls that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the City and for the benefit and safety of all employees. Employees are expected to accept certain responsibilities in matters of personal conduct and exhibit a high degree of personal integrity, honesty, and truthfulness at all times. Conduct (regardless of whether it is specifically listed below) that interferes with operations, that discredits the City, or that is offensive to or viewed as unfavorable by the public or co-workers will not be tolerated.

### PROCEDURES:

1. **Expected Employee Behavior.** Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the City. Such conduct includes, but is not limited to:
  - A. Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned starting time.
  - B. Giving proper advance notice whenever unable to work or report on time;
  - C. Complying with all City safety and security regulations;
  - D. Smoking only at times and in places not prohibited by law or City rules;
  - ~~E. Wearing clothing appropriate for the work being performed;~~
  - ~~F.~~ E. Eating meals only in nonpublic areas and during times which does not interfere with serving the public; during meal periods and only in designated eating areas;
  - ~~G.~~ F. Maintaining cleanliness and order in the workplace and work areas;
  - ~~H.~~ G. Treating all citizens, customers, visitors, suppliers and coworkers in a courteous, professional and helpful manner; and demonstrating a considerate, friendly and constructive attitude;
  - ~~I.~~ H. Refraining from behavior or conduct deemed offensive or undesirable, or which is contrary to the City's best interest;
  - ~~J.~~ I. Performing assigned tasks efficiently and in accord with established quality standards;
  - ~~K.~~ J. Reporting to management suspicious, unethical, or illegal conduct by co-workers, customers, or suppliers;

L-K. Reporting to management any threatening or potentially violent behavior by coworkers, citizens, customers, visitors or suppliers;

M-L. Cooperating with City investigations.

N-M. Being honest and truthful in all statements made to other City employees, suppliers, customers, and general public.

O-N. Following all policies and procedures adopted by the City.

2. **Prohibited Employee Behavior.** The following conduct is prohibited and may subject the individual involved to disciplinary action, up to and including termination:

A. The reporting to work under the influence of alcoholic beverages and/or illegal drugs and narcotics or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs and narcotics on City premises, except for police officers when possession is part of their assigned duties;

B. The use of profanity or abusive language;

C. The possession of explosives, firearms or other weapons on City property, except police officers in the course of their duties;

D. Insubordination or the refusal by an employee to follow management's instructions concerning job related matters;

E. Fighting or assault on other City employees, customers, citizens, suppliers or any other person on City premises;

F. Theft, destruction, defacement, or misuse of City property or property of an employee, citizen, supplier or customer;

G. Gambling on City property;

H. Falsifying, altering, misuse or misrepresentation of any City record or report, such as an application for employment, a medical report, a work record, a time record, an expense account, an absence report, and receiving records;

I. Threatening or intimidating City employees, customers, citizens, suppliers, or any other person on City property;

J. Smoking where prohibited by law or City rules;

J-K. Bullying, referring to repeated, unreasonable actions of an individual (or a group) directed towards an individual (or a group), which are intended to intimidate, degrade, humiliate or undermine; or which create a risk to the health or safety of the individual(s).

K-L. Horseplay, pranks, or practical jokes;

~~L.M.~~ Unauthorized sleeping on the job;

~~M.N.~~ Failure to wear assigned safety equipment or failure to abide by safety rules and policies;

~~N.O.~~ Recklessness or gross negligence resulting in an accident or the threat of a serious accident;

~~O.~~ ~~Improper attire, hygiene or inappropriate personal appearance;~~

~~P.~~ ~~Engaging in any form of sexual or other harassment;~~

~~Q.P.~~ Violation of City policies on solicitation or distribution;

~~R.Q.~~ Improper disclosure of confidential information;

~~S.R.~~ Making false, inaccurate, or misleading statements or misrepresentations about another City employee, elected or appointed public official, citizen, customer, City operation, practice, policy, or other matters;

~~T.S.~~ Misuse and/or abuse of sick leave;

~~U.T.~~ Making a false claim against the City, including but not limited to, property loss claims and workers compensation claims.

~~V.U.~~ Violation of City policies in *CFD 2406: Technology Resource Acceptable Use*.

~~W.V.~~ Violation of any other City policies not specifically addressed above.

### 3. Additional Considerations.

A. Any off-duty conduct including, but not limited to, being arrested for operating a motor vehicle while intoxicated, that jeopardizes an employee's ability to perform essential job duties will subject the employee to disciplinary action, up to and including termination.

~~B.~~ The examples in Section 2 above, are illustrative of the type of behavior that will not be permitted but are not intended to be an all-inclusive listing. Any violation of the City's policies or any conduct considered inappropriate or unsatisfactory, at management's discretion, will subject the employee to disciplinary action, up to and including termination. Questions about this policy should be directed to the City Attorney Human Resources Division.

~~B.C.~~ The policy set forth above shall also serve as a guideline for the conduct of elected and appointed officials.

~~C.~~ ~~Employees required to wear city designated uniforms for employment, or those wearing clothing with the City logo upon it, shall only wear the designated uniform or clothing while on duty during working hours. Employees may wear uniforms for special events as approved by the Department Director.~~

**ADOPTED / AMENDED:** 1/23/12, 11/12/12, 6/1/15, 1/16/17, 5/6/24

## CFD 2402: Personnel Policy – Employee Personal Appearance

Approved ~~March 1, 2019~~ May 6, 2024 by the Cedar Falls City Council  
~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

### POLICY:

It is the policy of the City of Cedar Falls that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

### PROCEDURES:

#### 1. General Guidelines.

- A. Employees are expected at all times to present a professional, business like image to customers, prospects, and the public. Favorable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the City. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.
- B. Any employees who have regular contact with the public must comply with the following personal appearance standards:
  - 1). Employees are expected to dress in a manner that is appropriate for the work being performed and normally acceptable in similar business establishments. Clothing must be clean, pressed and wrinkle-free, not excessively worn or faded and without holes or frayed areas. The unauthorized wearing of suggestive attire or of dungarees, shorts, T shirts and similar items of casual attire is not permitted, as they do not present a businesslike appearance. Clothing should not have inappropriate advertising or slogans, as determined by the Division Manager or Department Director. Jeans that are not ripped, tattered or worn-out and sandals may be worn on occasion with approval of Division Manager or Department Director.
  - 2). Hair, sideburns, moustaches, and beards should be clean, ~~combed, and~~ neatly trimmed or arranged, and well-kept. ~~Shaggy, unkempt hair is not permissible regardless of length.~~
  - ~~3). Sideburns, moustaches, and beards should be neatly trimmed.~~
  - ~~4).~~ 3). Tattoos and body piercings (other than earrings) should not be visible if unsafe, disruptive, or otherwise inappropriate. If there is a complaint filed by an employee or a member of the public, ~~the~~ complaint must be investigated by the employee's supervisor and Department Director and result in a "founded" conclusion. A "founded" conclusion is one in which it is determined that the tattoo or body piercings are unsafe, disruptive, ~~offensive~~ or otherwise inappropriate when considering the circumstances, job duties and work environment.
- C. The personal appearance of employees who do not regularly meet the public is to be governed by the requirements of safety, comfort, and consideration for co-workers, but



should still be as neat and business like as working conditions permit.

D. All employees are expected to maintain a basic and proper level of hygiene, regardless of position within the City. Excessive use of perfume, cologne, after shave, lotion, hair spray or other similar products should be avoided in consideration of other employees and the public.

E. Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature of their job.

E.F. Employees required to wear city-designated uniforms for employment, or those wearing clothing with the City logo upon it, shall only wear the designated uniform or clothing while on duty during working hours. Employees may wear uniforms for special events as approved by the Department Director.

F.G. Specific Departmental procedures and policies may be applicable. Division Managers and Department Directors are responsible for enforcing the guidelines in their department and will have the authority to make judgment calls for inappropriate dress. Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises and/or disciplinary action. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

**ADOPTED / AMENDED:** 3/1/19, 5/6/24

# CFD 2405: Personnel Policy – Mobile Device Allowance

Approved ~~January 6, 2020~~ May 6, 2024 by the Cedar Falls City Council

~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~

## POLICY:

It is the policy of the City of Cedar Falls to provide for the use of cellular telephones and other mobile devices by certain employees and elected officials.

## PROCEDURES:

### 1. Cell Phones and Other Mobile Devices.

- A. This policy applies to ~~cellular telephones and other~~ mobile electronic devices capable of voice and electronic communication (“mobile devices”).
- B. The City recognizes a substantial business reason for the use of mobile devices by certain City employees and City officials in the performance of their duties. Department Directors will determine which employees in their department require the use of mobile devices. It will be the responsibility of the Director to justify and budget for the use of mobile devices. The City Administrator will determine which City officials will be offered the use of mobile devices. All such devices shall be issued on a strictly non-compensatory basis.
- C. The City will supply a City-owned mobile device to designated City management employees and City officials or will provide the designated employees and officials with a monthly allowance in their paycheck to offset the expense of a personal mobile device. The determination of which management employees and officials will be supplied with mobile devices and which will be provided a monthly allowance shall be made by the Department Director in consultation with the Financial Services Division.
- D. As a condition of receiving a monthly allowance for use of a personal mobile device or for issuance of a City owned mobile device, the mobile number for such device shall be made available to the public in any manner the City deems necessary or appropriate.
- E. Nothing in this policy shall be interpreted to require or allow non-exempt employees to monitor or use mobile devices for conducting City business while off work, unless permission is granted from the employees’ supervisor.

### 2. Provided Mobile Devices.

- A. Any City-owned mobile device issued to City employees or City officials shall be used for City business only, and not for personal use other than in an emergency.
- B. The City shall retain ownership of the issued mobile device, and the device may be subject to inspection, forensic examination, recall, or confiscation at any time. There should be no expectation of privacy whatsoever regarding any information contained on the device by those who are issued a City-owned device. In addition, any information contained on the

device may be subject to an open records request.

C. The employee or official who is issued the device may be responsible to reimburse the City for loss or theft of or damage to the device that occurs while issued to the employee or official, depending upon the circumstances, at the sole discretion of the Department Director or City Administrator.

D. Use of the device shall be subject to CFD 2406: Technology Resources Acceptable Use.

~~No changes to the operating system, programs, applications, service provider or any other changes to the mobile device's operation are allowed to be made to City owned devices without the express permission of the Department Director or City Administrator. Generally such changes, if any, will be made by or under the supervision of the Information Systems Division of the City of Cedar Falls.~~ The device must be enrolled in the City's Mobile Device Management Software. The employee must review and sign the Mobile Device Inventory Sheet upon receiving the device.

E. Issued mobile devices shall be returned to the Financial Services Division upon termination of employment for any reason.

### 2.3. Monthly Allowance for City Business on a Personal Mobile Device.

A. The mobile device used will be the personal property of the employee or official and therefore the employee or official will be responsible for the capital cost of the device and the decision whether to carry insurance on the device at the employee or official's own expense. The employee or official, at ~~their~~his or her own expense, may add extra services or equipment features as desired.

~~B. The monthly allowance shall be in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual. These employees and officials must be on call 24 hours, 7 days a week unless on authorized leave or vacation. If an employee or official who is provided a mobile device allowance chooses to turn the device off during off-duty hours or chooses to not answer the device, he or she may lose the allowance and discipline may occur.~~

~~C.B.~~ Additional specified E employees that have been designated by their Department Director, that are required to carry a mobile device due to the fact that they are heavy daily users, will also receive an allowance. This allowance shall ~~be in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual~~ range from \$15 to \$45 month, depending on the employee's job requirements. These employees will be required to have the device on at all times for City business while at work and if on call, 24 hours, 7 days a week. If they do not have the device on or choose to not answer the device, they may lose their allowance and discipline may occur.

~~D.C.~~ \_\_\_\_\_ The allowance amount shall not exceed the actual cost the employee or official is paying for the employee's or official's cellular service.

~~E.D.~~ \_\_\_\_\_ The equipment allowance for each employee or official shall be ~~in the amount set forth in the Accounting Policies & Procedures and Purchasing Manual \$5 month, which is included in the allowance above.~~ This equipment allowance can be used by the employee or official for the cost of the phone or the cost of accessories (chargers, belts, clips, etc.).

~~F.E.~~ \_\_\_\_\_ Employees and officials receiving the allowance will be allowed to make and receive personal calls on the mobile device since it is the employee's or official's personal property. However, these personal calls shall not interfere with work, as already provided by city policy.

~~G.F.~~ \_\_\_\_\_ A cellular telephone authorization form shall be completed by the employee and reviewed and signed by the Division Manager (if applicable) and Department Director. The completed form shall then be forwarded to the Controller/City Treasurer.

~~H.G.~~ \_\_\_\_\_ The allowance shall continue until the Controller/City Treasurer is notified in writing by the Department Director to discontinue the allowance or until the time that the employee's employment with the City is terminated.

~~H.~~ The employees and officials receiving the monthly allowance must notify ~~his or her~~their own supervisor and the Controller/City Treasurer each time the mobile device number or mobile device provider is changed.

I. ~~The employees and officials receiving the monthly allowance must notify their own supervisor and the Information Systems department each time the mobile device is upgraded to enroll the new device in the City's Mobile Device Management Software.~~

J. Initially, the employee or official will be required to submit documentation verifying the mobile device number and the cost of the plan to ensure that the allowance does not exceed the cost of the plan amount. If an employee or official changes the device number, he or she shall be required to notify Financial Services immediately and provide the appropriate documentation.

~~K.~~ On a periodic basis, the Financial Services Division will review the allowance amount to ensure that it is ~~a~~ reasonable. The allowance will be added to the second payroll of each month.

~~L.~~ If conducting city business on the device any information on the device may be subject to a public records request.

~~K.M.~~ \_\_\_\_\_ The device must be enrolled in the City's Mobile Management Software. This will ensure security policies will be enforced. For example, the screen must lock after five minutes of inactivity and the operating system must be current.

### ~~3.1. Provided Mobile Devices.~~

~~A. Any City owned mobile device issued to City employees or City officials shall be used for City business only, and not for personal use other than in an emergency.~~

~~B.A. The City shall retain ownership of the issued mobile device, and the device may be subject to inspection, forensic examination, recall, or confiscation at any time. There should be no expectation of privacy whatsoever regarding any information contained on the device by those who are issued a City owned device. In addition, any information contained on the device may be subject to an open records request.~~

~~C.A. The employee or official who is issued the device may be responsible to reimburse the City for loss or theft of or damage to the device that occurs while issued to the employee or official, depending upon the circumstances, at the sole discretion of the Department Director or City Administrator.~~

~~D.A. Use of the device shall be subject to CFD 2406: Technology Resources Acceptable Use.~~

~~E.A. No changes to the operating system, programs, applications, service provider or any other changes to the mobile device's operation are allowed to be made to City owned devices without the express permission of the Department Director or City Administrator. Generally such changes, if any, will be made by or under the supervision of the Information Systems Division of the City of Cedar Falls.~~

~~F.A. Issued mobile devices shall be returned to the Financial Services Division upon termination of employment for any reason.~~

**ADOPTED / AMENDED:** 6/1/15, 7/18/16, 3/1/19, 1/6/20, 5/6/24

## CFD 2406: Personnel Policy – Technology Resources Acceptable Use

*Approved ~~June 1, 2015~~ May 6, 2024 by the Cedar Falls City Council  
~~Received and Filed August 7, 2023 by the Cedar Falls City Council~~*

### POLICY:

The City of Cedar Falls provides employees with electronic business tools that connect to the City's technology infrastructure. The Technology Resources Acceptable Use Policy guides employee use of these electronic resources at work in City facilities, as well as at remote locations.

### DEFINITIONS:

- Technology resources: Refers to physical equipment; programs, programming languages, instructions, routines or configurations required to perform work using physical equipment; communication services and other types of technology provided for conducting City business; including but not limited to computers and computer networks; computer files; printers and copiers; hand held computing devices; cell phones and services; telephone systems; business software and device operating systems and configurations; audio, video and photographic equipment and media; e-mail and voice mail systems; social media; storage media; Internet; Intranet; Extranet; courier services; facsimiles; pagers; two-way radio equipment; all devices and software that connect to and/or are part of the City's technology infrastructure.
- Remote locations: Any location other than the employee's usual work environment, including but not limited to employees' homes, educational workshops or conferences, vendor and/or prospective contractor site, hotels, and airports.
- Data: Information such as records, images, email, voice messages or other textual or graphic material stored on or accessible through technology resources whether that data resides on City resources or is accessible through the Internet or other online services through the use of City technology resources.
- User: Employees, volunteers, independent contractors, interns, consultants, agents, and third parties working on behalf of the City who have access to City technology resources.
- User ID: A unique identity assigned to a user.
- Password: A string of characters that allows access to a technology resource.
- Media: A device, such as hard drive, CD, DVD, USB Thumb or micro drive, Zip drive, Floppy drive, tape or other capable of data or image storage.

### PROCEDURES:

#### 1. General Guidance.

- A. Access to technology resources of the City is provided for purposes related to City business operations, professional development and association, and as otherwise approved by the City Administrator. The City encourages the use of these resources because they make employees and City business more efficient and effective. These resources are City property and their purpose is to facilitate City business. Department Directors will determine who on their staff is provided access to these resources.

## 2. Proper Use.

- A. Every employee with access to these resources has a responsibility to maintain and enhance the City's public image and to use the City's technology resources in a productive manner. Supervisors are responsible for instructing employees on the proper use of the technology resources used by the City for both internal and external business. Misuse of City technology resources is not productive work during city time, and is disruptive to other employees. Violation of the City's property rights with respect to technology resources includes, but is not limited to:
  - A. Theft or vandalism to software, data, media and electronic services as well as physical equipment;
  - B. Copying City-owned or licensed software or data for personal or external use;
  - C. Attempting to modify City-owned or licensed software without approval from the Information Systems (IS) Manager;
  - D. Attempting access to Operating System prompts or executing Operating System commands without approval from the IS Manager;
  - E. Attempting to damage or disrupt operation of technology resources;
  - F. Attempting to intentionally access or modify data files, databases, directories, software or configuration settings without proper authorization;
  - G. Attempting to circumvent or subvert security measures;

## 3. Misconduct.

- A. Use of City computing resources for purposes other than those intended by the City department granting access to these resources, includes, but is not limited to:
  - A. Allowing access to technology resources by unauthorized persons;
  - B. Using City resources for external or personal purposes, including but not limited to operating a personal business; conducting an external job search; soliciting or persuading for personal or commercial ventures; campaigning for political causes or candidates; promoting, advertising or soliciting funds or membership in religious causes or private organizations, playing games; obtaining information which has no relevance to

city business such as sporting events, jokes, cartoons, chain letters and participating in chat rooms;

- C. Transmission, retrieval or storage of communications or other materials of a discriminatory or harassing nature; with derogatory or inflammatory remarks regarding race, color, sex, age, disability, religion, national origin or political belief; or with abusive, profane or offensive language;
- D. Visiting non work-related sites, including but not limited to chat rooms or other social media, pornographic or sexually explicit sites; personal shopping or engaging in any illegal activity including but not limited to gambling; unless for the purpose of criminal investigation or enforcement of City policy;
- E. Invading the privacy of an individual by using electronic means to ascertain confidential information;
- F. Copying or altering another user's software without permission from the Information Systems Manager;
- G. Copying or altering another user's data without permission from that user;
- H. Knowingly accepting or using software or data which has been obtained by illegal means; i.e., the City's technology resources shall not be used to send, receive, upload or download copyrighted materials, trade secrets, proprietary financial information, or similar materials without specific prior authorization;
- I. Downloading any programs or documents from other sources unless pre-approved by the Information Systems Manager;
- J. Intercepting network traffic for any purpose unless engaged in authorized network administrative duties;
- K. Using City technology resources for illegal or otherwise inappropriate purposes. Examples of this include, but are not limited to: transmission, retrieval or storage of violent, threatening, inflammatory, defrauding, harassing, abusive, profane, demeaning, insulting, intimidating, discriminatory, obscene, illegal, immoral, or sexually suggestive materials, remarks or messages. No transmission, retrieval or storage of materials, remarks or messages regarding an individual's race, color, sex, age, disability, religion, national origin or political belief, or with abusive, profane or offensive language are permitted. Employees are prohibited from using technology resources to obtain information regarding any of these prohibited uses unless for the purpose of criminal investigation or enforcement of City policy;
- L. Deliberately using the technology resources to disrupt the productivity of other users or technology resources. Disruptions include, but are not limited to: distribution of unsolicited advertising or entertainment objects, personal business promotion and propagation of malware and viruses;



- M. Using technology resources for purposes of satisfying idle curiosity about the affairs of others, with no substantial business purpose for obtaining access to the files or communications of others.
- N. Any use that that compromises the integrity of the City and its business.
- O. Using the City's technology resources in the commission of a crime.
- P. Use of the City's technology resources that violate CFD 2102 Harassment-Free Workplace policy, CFD 2401 Employee Behavior policy, or any other policy set forth in the City of Cedar Falls' Employee's Policy and Procedures Manual.

#### 4. **Charges.**

- A. Communications services and equipment may have toll charges or other usage-related expenses. Employees should be aware of these charges and should consider cost and efficiency needs when choosing the proper vehicle for each business communication.
- B. Employees should consult their supervisor if there is a question about the proper mode of communication.

#### 5. **User IDs and Passwords.**

- A. Many of the City's technology resources require that each user have a unique identity, referred to as a user ID, protected by a password, to gain access to the system. This password must conform to the requirements of the system and be changed periodically as prompted by the system. The password may be changed as frequently as desired or as required due to password disclosure. The user ID is used to represent a user in various activities, to provide access to particular technology resources based on duties and purpose for requiring such access. As such, these identities are an instrument of identification and misuse constitutes forgery or misrepresentation.
- B. Conduct that involves misuse of identities includes but is not limited to:
  - A. Allowing another individual to use the identity and password;
  - B. Using another individual's identity and password even if the individual has neglected to safeguard his or her computer identity.
  - C. Applying passwords to files without the consent of the Information Systems Manager.

#### 6. **Acquisition and Use of Technology.**

- A. The City of Cedar Falls recognizes technology resources as productivity tools with potentially unlimited capabilities. Individual departments and divisions may experience differing degrees of efficiency resulting from technology implementation.
- B. Justification of needs is essential. Justifiable uses for technology are those uses that

effectively solve a customer service problem involving productivity or information availability.

C. The following uses for a computer are recommended and promoted by City:

A. To increase productivity,

B. To improve an existing service,

C. To offer a new service,

D. To reduce costs and/or to provide for the utilization of more efficient and cost effective techniques, procedures, and methodologies,

E. To provide records that can be made available to other technology resources.

D. All technology resources must be approved and processed (ordered) by Information Systems. Approval is needed as part of the annual budget or on adjustments to that approved budget.

7. **Training.** Proper training is crucial to the success of any technological system. Consequently, prior to installation, it is imperative that users become familiar with selected products. Therefore, training from vendor or Information Systems personnel is mandatory.

8. **Installation.** The Information Systems Division assists users in determining placement of technology resources. Information Systems will provide installation and testing of resources. Once resources are installed, they should not be moved or replaced.

9. **Care and Maintenance.**

A. Users must ~~insure~~ensure that technology resources are not exposed to extremes of heat or cold, dust, smoke, or other potential contaminants.

B. Drinks and food should be kept away from equipment and storage media.

C. Media is particularly sensitive to heat, water, or magnets; care should be exercised when handling them. Information Systems shall be advised of any malfunctions arising with technology resources.

10. **Restrictions.** Technology creates special environments in which certain restrictions must be observed. The following apply to all user departments within the City:

A. **Authorized Use:** Technology resources are provided for City business only. Personal and other non-City uses are not authorized, however incidental personal usage that does not violate any of the other terms of this policy may be permitted on an occasional basis. All business and personal usage is considered public information and is subject to disclosure at any time.

B. **Personal use:** Employees' use of City technology resources for personal purposes is allowed

on a limited basis. Limited, incidental, personal use is permitted; however, employees may not use City communications services and equipment for extensive personal or non-City business purposes. When personal use is necessary, employees must properly log any user charges and promptly reimburse the City for them. However, whenever possible, personal use that incurs user charges should be placed on a collect basis or charged directly to the employee's personal credit card or account. Employees should limit personal use of City technology resources as much as possible. In addition, frivolous use of the City's technology resources is not allowed. City technology resources may not be removed from the premises without prior authorization from the employee's supervisor. City technology resources removed from the premises shall be used only for ~~work-related~~work-related purposes and shall be returned to the City premises as soon as the ~~work-related~~work-related purposes are accomplished.

- C. Authorized resources: Only technology purchased/acquired by the City is to be operated on technology owned by the City. Only Information Systems is authorized to install technology resources.
- D. Off-Site Use: Since technology resources are purchased for specific departmental needs, they are not to be transported from their approved locations unless the move is associated with the proper conduct of City business. This restriction is applicable to data, media, programs, documentation and equipment. Exceptions would be technology purchased for its portability and/or available from Information Systems on a checkout basis.
- E. Technology Development Ownership: Any technology developed by the City is the property of the City of Cedar Falls and shall not be sold or given to anyone without written consent.
- F. Copyright Protection: Through the purchase or acquisition of technology resources, the City automatically must comply with provisions of copyright laws. These laws, to which all technology users must adhere, are usually found in accompanying manuals or on the provider's web site. These laws generally prohibit the copying of programs for use other than backup.
- G. Emergency Contacts: Employees who do not have direct access to City technology resources should make provisions to have emergency or other necessary incoming messages routed to their supervisor or to the ~~Human Resources Division~~Personnel Specialist, if the supervisor is not accessible. Although the City will attempt to deliver personal messages to employees, it cannot and does not accept responsibility for the prompt or accurate relay of these messages.

11. **Security and Data Integrity.** The placement of a technology resources in a user area and the mobility of the equipment and associated media create special user concerns, as outlined below:

- A. The user must ensure that all equipment is located in a secure area where opportunities for theft are minimized.
- B. The user must ~~insure~~ensure that only authorized personnel have access to technology resources and that they are used only for legitimate items of City business.

- C. Employees should not remain logged into unattended systems for long periods of time. This creates an opportunity for unauthorized users to access the system. Every user shall log off hardware and data services every day at the close of business and as required for extended periods away from the equipment, i.e. during lunch breaks, to prevent unauthorized access.
  - D. An employee requiring access to the system shall be referred to Information Systems by the employee's supervisor with an explanation of the access privileges desired.
  - E. Maintenance of the user's access privileges will remain the responsibility of the Information Systems Manager in conjunction with departmental needs.
  - F. Data files must be safeguarded from unauthorized access.
  - G. It is the responsibility of employees having custody of records classified by law as confidential to appropriately protect that confidentiality. The ability to load a large amount of data for transmission via an easily transported medium (magnetic media or storage devices), Internet or email makes it imperative that confidential data be carefully controlled and safeguarded.
  - H. Users are required to request that Information Systems run virus scan processes on any files introduced to the system via magnetic media, download or email.
12. **Accessibility.** Many computer systems are shared by City staff and need to be available for use. Screen saver passwords inhibit the ability to share systems and prevent Information Systems staff from completing maintenance work and are prohibited.
13. **Component Disposal.** When a user department no longer has use for a technology resource, the components should be transferred to the Information Systems Division through the appropriate property transfer process. The Information Systems Division will maintain a repository of technology components and will supply user departments with available components as needed.
14. **Security and Privacy Expectations.**
- A. The City routinely monitors usage patterns of its technology resources. The reasons for this monitoring are many, including cost analysis/allocation and the management of the City's network and attached appliances.
  - B. All technology resources and their contents are the property of the City of Cedar Falls. All passwords, user ID's, documents and messages created and/or transmitted by City employees are the property of the City of Cedar Falls.
  - C. The City reserves the right to monitor and audit all electronic transmissions conducted via the City's technology resources. Employees should have no expectation of privacy when it comes to use of the City's technology resources.

- D. The City reserves the right to monitor, inspect, copy, review, and store at any time and without notice any and all usage of the City's technology resources, and any and all files, information, software, and other content created, sent, received, downloaded, uploaded, accessed, or stored in connection with employee usage.
- E. The City reserves the right to disclose email, text, documents, usage logs and images to regulators, the courts, law enforcement, and other third parties without the employee's consent.

#### 15. Protection of Personally Identifiable Information (PII) and Other Information

- A. In compliance with Uniform Grant Guidance in Title 2 Code of Federal Regulation (C.F.R.) Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, it is the policy of the City of Cedar Falls, Iowa to protect Personally Identifiable Information (PII) of employees, customers, vendors, contractors, volunteers, etc.
- B. Personally Identifiable Information is any information pertaining to an individual that can be used to distinguish or trace a person's identity.
- C. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.
- D. Some information that is considered Non-Sensitive PII is available in public sources such as telephone books, public websites, etc. Non-Sensitive PII is only considered protected if linked with other Protected PII. Examples of Non-Sensitive PII includes:
- A. First and Last name
  - B. Address
  - C. Work telephone number
  - D. Work e-mail address
  - E. Home telephone number
  - F. General educational credentials
  - G. Photos and video
- E. Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to:
- A. Social security number

- B. Username and password
  - C. Passport number
  - D. Credit card number
  - E. Clearances
  - F. Banking information
  - G. Biometrics
  - H. Date and place of birth
  - I. Mother's maiden name
  - J. Criminal, medical, and financial records
  - K. Educational transcripts
  - L. Photos and video including any of the above
  - M. This does not include PII that is required by law to be disclosed, such as a law enforcement subpoena or court order.
- F. The City must take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- G. All electronic files that contain Protected PII will reside within a protected information system location. All physical files that contain Protected PII will reside within a locked/secured/monitored location when not being actively viewed or modified. Protected PII is not to be downloaded to personally owned employee workstations or mobile devices (such as laptops, personal digital assistants, mobile phones, tablets, or removable media). PII will also not be sent through any form of unsecure electronic communication e.g. e-mail or instant messaging systems. Significant security risks emerge when PII is transferred from a secure location to a less secure location or is disposed of improperly. When disposing of PII the physical or electronic file should be shredded or securely deleted.
- H. The City Administrator and Director of Finance and Business Operations must be informed of a real or suspected disclosure or breach of Protected PII data within 24 hours after discovery. Examples: misplacing a paper report containing PII; loss of a laptop, mobile device, or removable media containing PII; accidental email of PII; possible virus or malware infection of a computer containing PII.
- I. Periodic audits of organization owned equipment and physical locations may be performed

to ensure that protected PII is stored in approved information systems or locations. The purpose of the audit is to ensure compliance with this policy and to provide information necessary to continuously improve practices.

J. Records containing personal data are to be disposed of so as to prevent inadvertent compromise of data and will use a disposal method that will render all personal data unrecognizable and beyond reconstruction.

E.K. Anyone found to be in violation of this policy may be subject to disciplinary action, up to and including termination, as deemed appropriate based on the facts and circumstances giving rise to the violation.

#### 15-16. Data Storage and Transfer.

- A. To maintain the integrity and security of the City's data, all electronic files, documents, images, and other data elements shall be stored on the City's server resources in areas designated by the City's Information Systems Division.
- B. Employees may not store data on the local computer's hard drive, CD, DVD, USB Thumb or micro drive, Zip drive, Floppy drive, or any other external storage device without authorization from the Information Systems Division.
- C. Data may be stored temporarily on portable media for off-site work requirements, training, business presentations and similar events where access to the City's server resources is not readily available.

#### 16-17. Communications.

- A. Technology resources are provided to employees for business purposes and are governed by the same use and prohibited uses as the City's other technology resources. As with all other employee work product, communications are the property of the City and therefore are not considered private.
- B. Each employee is responsible for the content of all text, audio or images placed or sent over the City's system.
- C. The City's communication systems are intended for official business usage only. Incidental usage that does not violate any of the other terms in this policy may be permitted on an occasional basis.
- D. All business or personal incidental usage is considered public information and subject to disclosure at any time.

#### 17-18. Identity.

- A. No communications may be sent which hides the identity of the sender or represents the sender as someone else or someone from another City.

- B. All communication using the City's systems should contain the employee's name and title or position.

**18-19. Responsibility.** Any information sent by an employee to another individual outside of the City using the City's technology resources are statements that reflect on the City. Personal disclaimers do not absolve the message or the sender from City affiliation.

**19-20. Monitoring of Technology Use.**

- A. All City technology, including the messages and work product produced, transmitted or stored by them, are the sole property of the City.
- B. The City may access and monitor employee use of technology resources as it considers appropriate.
- C. Employees should have no expectation of privacy with respect to information stored in or transmitted to or from city-provided technology resources.
- D. The City reserves the right to access messages whenever there is a legitimate purpose to do so, whether during the completion of normal City business, upon employee termination, if required by law, or in the course of an audit or investigation.
- E. When a supervisor reasonably suspects misuse of City technology resources, the Department Director shall contact the Information Systems Division, the Director of Finance and Business Operations and the City Attorney in order to proceed with an audit.

**20-21. Confidential, Proprietary, and Personal Information.**

- A. Confidential, proprietary and personal Information must be protected.
- B. Unless authorized to do so by the City Administrator or his designee, employees are prohibited from using the City's technology resources to transmit confidential information to outside parties.
- C. Employees may not access, send, receive, solicit, print, copy, or reply to confidential or proprietary information about the City, employees, citizens, suppliers, and other business associates and partner organizations.
- D. Confidential information includes but is not limited to confidential financial data, credit card numbers, Social Security numbers, employee performance reviews, salary details, and passwords.
- E. Employees should not assume electronic communications are totally private and should transmit highly confidential data by secure methods.

**21-22. Disciplinary Actions.** Anyone found in violation of this policy will be subjected to disciplinary action that could result in termination of system access, termination of employment and/or criminal prosecution, if appropriate.



22-23. **Police Conduct.** Nothing in this policy should be construed to limit the Police Department's ability to conduct investigations in the course of regular police activities.

23-24. **Criminal Violation.** Employees are reminded that Chapter 721.2 of the Code of Iowa states that it is a serious misdemeanor if any public officer, employee, or any person acting under color of public office or employment knowingly uses or permits any other person to use the property owned by the City for any private purposes for personal gain.

**ADOPTED / AMENDED:** 6/1/15, 5/6/24



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**MEMORANDUM**

**TO:** Mayor Laudick and City Council Members  
**FROM:** Brenda Balvanz, Human Resources Specialist  
**DATE:** April 25, 2024  
**SUBJECT:** New Job Classification – Policy & Administration Specialist

Following the fiscal year '25 budget approval, attached is an updated version of the Policy & Administration Specialist job classification for your review. The redlined update reflects a requested update related to the supervision received. Otherwise, this position serves as a new non-exempt Administration Division Civil Service position reviewed by Carlson Dettmann, the City's job classification and pay plan consultant.

This position will oversee and support a broad range of programs, projects, and activities involving city government administration. The position will provide executive level support to the City Administrator's office and City Department Directors to independently perform a variety of complex, highly responsible, professional duties involving the administration and analysis of municipal programs, projects, and policies. Duties will evolve and may include handling special projects as assigned.

Staff recommends approval of the attached at the May 6, 2024, City Council meeting. If you have questions regarding the attached, please contact Bailey Schindel at 319-268-5531 or Jennifer Rodenbeck at 319-268-5108.

Attachment



# JOB CLASSIFICATION

<b>Job Title</b>	Policy & Administration Specialist	<b>Job Code</b>	012
<b>Department</b>	Administration	<b>Pay Band</b>	9
<b>FLSA Status</b>	Non-Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	10/16/23	<b>Adopted</b>	<u>5/6/24</u> 1/02/24

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

## POSITION DEFINITION

Under the general direction of the City Administrator, oversee and support a broad range of programs, projects, and other activities involving city government administration. This position provides executive level support to the City Administrator’s office and independently performs a variety of complex, highly responsible, professional work involving the administration and analysis of municipal programs, projects, and policies. Duties are constantly evolving and changing and may include handling special projects as assigned.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Administrator or designated City Department Director.

This position has no direct supervisory responsibilities.

## EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Conduct research for special projects; monitor and report on department initiatives and strategic planning process.
- Assist City departments in special projects included in the City’s five-year Capital Improvements Program (CIP).
- Assist with media relations, publication and communication efforts utilizing a variety of multimedia formats.
- Research potential grant opportunities and complete applications as needed. Complete required grant reporting as required.



## JOB CLASSIFICATION

- Research trends within municipal management/operations nationwide and track pertinent State and Federal legislation that may impact city operations.
- Collect information for use in policy development by the City Administrator, City Attorney, and the Mayor.
- Prepare and coordinate correspondence, reports, memoranda, media communications, and directives for the City Administrator.
- Work with senior management to maintain accurate, timely schedules of major projects for City Council and public consumption.
- Collaborate with Human Resources on employee engagement, satisfaction and/or climate surveys and initiatives to improve overall culture. Also assist in Human Resources in expanded recruitment efforts and diversity, equity, and inclusion (DEI) related programs and initiatives.
- Assist Economic Development Coordinator with special projects.
- Assist administration in conducting various citizen surveys and public outreach programs.
- May act as liaison to city boards and commissions or other community organizations.
- Establish and maintain effective working relationships with Commissioners, City Council, City Mayor, City Administrator, City Department Directors, Managers and Supervisors, City employees, business and community groups, and representatives of the media and public.

### OTHER DUTIES AND RESPONSIBILITIES

- Attend and make presentations at City Council, board and commission meetings as required; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of social justice.
- Participate in the work of subordinate level staff as necessary; process various paperwork and data; input information into the computer, access files, and maintain records.
- Assist with the operating budgets for the offices of City Administrator and Mayor and assist in monitoring budgeted expenditures.
- Assist the Human Resources division with general HR/DEI duties as needed.
- Perform other duties as assigned.



## JOB CLASSIFICATION

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Understanding of municipal governments, city regulations/codes and ordinances.
- Principles and practices of public administration, policy development, and operational functions within a municipality.
- Modern office procedures, methods, and computer equipment.
- Principles of project management.
- Principles of business letter writing and report preparation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.
- Municipal record keeping policies and procedures.

#### ABILITY TO PERFORM

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Handle confidential information in a sensitive manner.
- Work independently on projects and research assignments.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Ability to listen, identify, and understand information and ideas of another person.
- Establish and maintain effective working relationships with those contacted in the course of work.



## JOB CLASSIFICATION

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Experience in public policy, business administration, or municipal operations is preferred. Internships in these areas may count as experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in public administration, political science, business administration, or a related field.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; sensitive deadlines and irregular work hours.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



## 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](http://www.cedarfalls.com)

## MEMORANDUM Administration Division

**TO:** Mayor Laudick and City Council members  
**FROM:** Stephanie Houk Sheetz, Director of Community Development  
**DATE:** April 29, 2024  
**SUBJECT:** Lease Agreement with the Chicago, Central & Pacific Railroad Company (now known as Canadian National Railway)

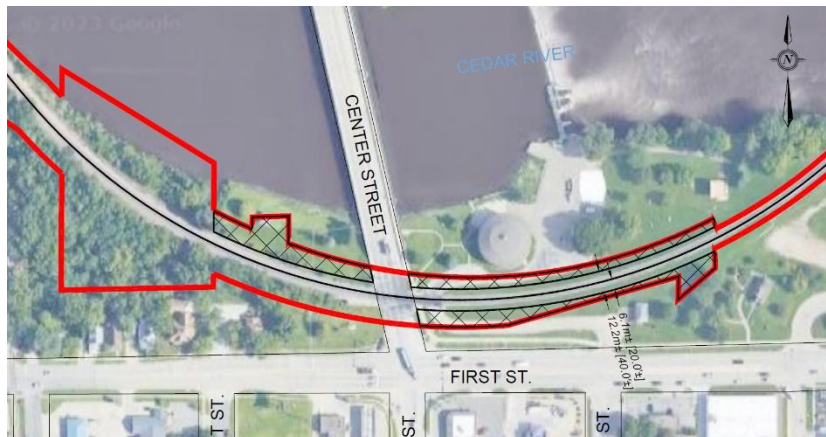
Last August, the City received a proposed five-year land lease from the CN for roadways, sidewalk, lawn, and park site. The area is approximately 8,400 square feet. The lease would be from May 23, 2023 – June 30, 2028. We have documentation of leases with the railroad since at least 1987. The lease rate would be \$1,200/year, plus any real estate taxes.

Staff's review of the lease raised several questions. We requested insurance limits that match what we carry. This is agreeable and has been revised in the attached lease. Originally fencing of the premises was part of the lease. After questioning where that would be and what type of fencing was needed, the CN removed that provision. The ability for the City to terminate with 30 days' notice just like the CN is now part of the lease. Finally, flexibility in the extent of PPE required when on railroad property has been accommodated (no hardhat required for mowing/trimming activities).

The leased premises benefit the City in a number of ways. Exhibit A within the lease is a map, showing how this lease provides access to:

- the dam,
- Sturgis Park,
- Olsens Riverside Park,
- Ice House Museum, and
- a parking lot supporting these amenities.

Staff recommends approval of the five-year lease attached.



*This Lease cancels and supersedes Lease No. 25904 dated June 21<sup>st</sup>, 1988 between Chicago, Central & Pacific Railroad Company and City of Cedar Falls, Iowa as well as all subsequent extensions and amendments.*

**PROPERTY LEASE AGREEMENT**  
**Lease No. 2160 / 3003480**

THIS Property Lease Agreement (“Lease”) made as of the 31<sup>st</sup> day of May, 2023, by and between **CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY** as Lessor (hereinafter called “Railroad”), with offices located at 17641 S Ashland Ave, Homewood, IL 60430 and **CITY OF CEDAR FALLS**, whose mailing address is 220 Clay Street, Cedar Falls, IA, 50613 and whose telephone number is 319-268-5152 and email address is jacque.danielsen@cedarfalls.com as Lessee (hereinafter called the “Lessee”).

WITNESSETH, that the parties hereto, for and in consideration of the performance of the covenants, conditions and agreements hereinafter expressed, agree as follows:

1. LEASE OF PREMISES. Railroad leases to Lessee and Lessee leases from Railroad, upon the terms, covenants and conditions herein contained, the use of the property consisting of 0.81 acres, more or less, as shown Exhibit A, attached hereto and made a part hereof, (hereinafter called the “Premises”), located at or near Milepost 282.76-282.94, Waterloo Subdivision at Cedar Falls, County of Blackhawk, State of Iowa.

The Premises are to be used by Lessee and Lessee’s Agents, Contractors, Licensees and Invitees exclusively for a roadway, sidewalk, lawn and park site; and for no other purpose without the express written consent of Railroad.

2. TERM. The term of this Lease shall be for an initial term of FIVE (5) YEARS commencing on the 1<sup>st</sup> day of July, 2023, and ending at 12:00 AM CST on the 30<sup>th</sup> day of June, 2028, unless sooner terminated or renewed as hereinafter provided.

3. RENTAL. Lessee agrees to pay as rent for the Premises the amount of \$1,200.00 per year, payable annually in advance.

Although Lessee’s right to possession of the Premises shall terminate when the term of this Lease has expired or is terminated prior to such expiration in accordance with the provisions of this Lease, Lessee’s obligations under this Lease, including but not limited to the obligation to pay rental, taxes and assessments, and utilities, shall continue until Lessee delivers possession of the Premises to Railroad in the condition required by this Lease. Any payment that is not received by Railroad by the due date shall bear interest at the rate of twelve percent (12%) per annum calculated from the due date to the date of receipt, or the maximum rate allowed by law, whichever is less. In addition to payment of interest to cover loss of use of the funds, Lessee must pay a late payment charge of \$100.00 to cover Railroad’s cost of administration resulting from each such late payment.

Lessee shall arrange for and pay the cost of any utility service that is desired or required with respect to Lessee’s use of the Premises. If Railroad pays any utility charges which are Lessee’s obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%)



per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

4. LEASE SUBJECT TO SUPERIOR RIGHTS. Lessee accepts this Lease subject to all existing liens, encumbrances, mortgages and other superior rights, if any, in and to said Premises. Lessee agrees it shall not have any claim against Railroad for damage on account of any deficiency in title of the Premises and agrees that in the event of failure of such title the sole remedy of Lessee shall be the right to the return of a proportionate share of rent paid in advance for any period in which Lessee is deprived of possession of Premises by a claim of title superior to that of Railroad. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing conduits, sewers, water lines, gas lines, power lines, cable lines, fiber optic lines, drainage, telephone, telegraph, or other wires, and poles and utilities of any kind whatsoever, whether or not of record. Should it at any time become necessary to relocate any of same because of this Lease, Lessee shall bear and pay that cost. Lessee accepts the Premises subject to rights of any party, including Railroad, in and to any existing roadways, easements, permits, or licenses. Lessee agrees to provide to Railroad, and other lessees, grantees and permittees of Railroad, access over and through the Premises on these existing roadways, easements, permits or licenses should such access be deemed necessary by Railroad. Railroad hereby reserves unto itself and its grantees and licensees: (a) the right and easement to install, construct, use, operate, maintain, repair and replace any pipe, conduit or tunnel, and any electric, cable, fiber optic, communication or signal transmission lines, together with poles and guys therefore, as may now exist or may hereafter be placed upon, under or over the Premises, (b) all ores and minerals of any kind or nature, whether on or underlying the surface of the Premises, together with the full and exclusive right, privilege and license to explore, protect, conserve, mine, extract, remove and market such minerals, and (c) all railroad operating rights, if any, associated with the Premises under applicable law; it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee further agrees that Railroad shall not be responsible for the care or maintenance of such roadways, easements, permits or licenses. Railroad makes no covenant for quiet enjoyment of the Premises. Lessee assumes any damage Lessee may sustain as a result of, or in connection with, any want or failure at any time of Railroad's title to the Premises.

5. PREMISES ACCEPTED AS IS. Lessee has examined the Premises, knows the condition of the Premises, has received the same in existing order and repair and acknowledges that no representations as to the condition and repair thereof have been made by Railroad or its agents or employees prior to or at the execution of this Lease that are not herein expressed. Lessee accepts the Premises "AS IS, WHERE IS", subject to all existing conditions, including but not limited to any existing easements, railroad facilities, pipe lines, telephone, telegraph, communication and signal lines or any other similar facilities. Lessee also acknowledges that Railroad shall have the right to make future installations from time to time of any of the aforementioned types of facilities, provided such future installations do not unreasonably interfere with Lessee's use of the Premises. Should it at any time become necessary to relocate any of Railroad's facilities by reason of the Lease, or Lessee's use of Premises, Lessee shall bear and pay the cost thereof.

6. TAXES/SPECIAL ASSESSMENTS AND UTILITIES

(a) In addition to rental payment provided for herein, Lessee shall be responsible for general real estate taxes and general and special assessments levied against the Premises and/or improvements located thereon. Lessee shall pay taxes and assessments applicable to the Premises

promptly upon receipt of a statement from Railroad, which shall be delivered to Lessee when Railroad receives bills from the taxing authority. If general real estate taxes are paid in arrears, the first payment required to be made by Lessee shall be based on an appropriate proration of the tax bill received by Railroad that covers the Premises. Upon termination of this Lease, Lessee shall be obligated to pay taxes and assessments applicable to the Premises up to and including the effective date of said termination, which obligations shall be determined on the basis of the most recent tax bill covering the Premises. If the Premises are included with other property in a single tax bill, the amount of the taxes attributable to the land in the Premises shall be determined on a square-foot basis. If the Premises are not locally assessed, but are included in Railroad’s unit assessment which applies to Railroad’s operating property, Lessee shall receive an estimated statement from Railroad for general real estate taxes attributable to the Premises while the Premises are included in Railroad’s unit assessment. Any improvements located on the Premises that are owned by Lessee are to be assessed directly to Lessee, and Lessee must pay all taxes attributable to such improvements before such taxes become overdue. In addition to general real estate taxes and assessments attributable to the Premises, Lessee shall also be responsible for all other taxes, license fees and charges which may be assessed during the term of this Lease against the Premises, any improvements thereon or Lessee’s occupancy or operations thereon. If Railroad pays any tax, assessment or charge which is Lessee’s obligation under the provisions of this Lease, all sums paid by Railroad shall be deemed to be additional rent and recoverable as such, and shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is less, from the date paid by Railroad until Railroad is reimbursed by Lessee.

7. IMPROVEMENTS BY LESSEE -- RAILROAD CONSENT REQUIRED.

No improvement shall be installed or constructed on the Premises by or on behalf of Lessee unless Railroad has received a complete set of plans and specifications for such improvement and Railroad’s authorized representative has given prior written consent thereof. Railroad’s consent to any improvement of the Premises shall not result in an assumption of any responsibility or liability by Railroad arising from the installation or construction of any improvement, which shall be at the sole risk and expense of Lessee. Lessee shall not permit any lien or claim of lien to be filed against Railroad or the Premises with respect to any improvement installed or constructed on the Premises by or on behalf of Lessee. Lessee hereby waives its right to a lien with respect to any such improvement and shall require a waiver of lien against Railroad and the Premises by any party or parties who furnish labor, material or services with respect to an improvement of the Premises, such waiver to be delivered to and received by Railroad before any work is performed on the Premises. **FURTHERMORE, EACH PARTY WHO FURNISHES SUCH LABOR, MATERIAL OR SERVICES MUST AGREE IN WRITING TO BE DELIVERED TO AND RECEIVED BY RAILROAD BEFORE ANY WORK IS PERFORMED ON THE PREMISES (I) TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY LIABILITY ARISING IN CONNECTION WITH WORK TO BE PERFORMED ON THE PREMISES, AND (II) TO INSURE RAILROAD AGAINST ANY SUCH LIABILITY BY A POLICY OF INSURANCE WHICH IS SATISFACTORY TO RAILROAD’S AUTHORIZED REPRESENTATIVE. PRIOR TO COMMENCEMENT OF ANY WORK ON THE PREMISES, LESSEE SHALL DELIVER TO RAILROAD COPIES OF ALL CONTRACTS AND INSURANCE POLICIES RELATIVE TO IMPROVEMENT OF THE PREMISES. LESSEE AND/OR THEIR CONTRACTOR(S) WILL BE REQUIRED TO OBTAIN AND CARRY A RIGHT OF ENTRY AGREEMENT FROM THE MANAGER, PUBLIC WORKS OR AN AUTHORIZED RAILROAD REPRESENTATIVE THEREOF PRIOR TO ACCESSING THE PREMISES.**

Thomas L. Brasseur  
Manager, Public Works  
24002 Vreeland Road  
Flat Rock, Michigan 48134  
email: [thomas.brasseur@cn.ca](mailto:thomas.brasseur@cn.ca)

8. LESSEE'S USE TO COMPLY WITH LEGAL REQUIREMENTS AND SHALL AVOID HAZARDS, NUISANCE, ETC.

(a) Lessee agrees at its sole risk and expense to comply with all obligations imposed on it and on its use of the Premises under the terms of this Lease and any and all applicable laws, rules, regulations and requirements imposed by any governmental authority with jurisdiction over Lessee, Railroad or the Premises, any public ways adjacent to the Premises and/or the business conducted by Lessee on the Premises. Lessee also agrees to comply with current circulars, specifications and standards (as they may be revised from time to time) imposed by the Association of American Railroads or any similar organization with respect to railroad operations on or in the vicinity of the Premises, copies of said circulars, specifications and standards being available for delivery to Lessee by Railroad upon written request.

(b) During the term of this Lease, Lessee shall maintain in good and safe condition and in good order and repair, the Premises and all improvements thereon (except for railroad improvements to be maintained by Railroad or public improvements to be maintained by appropriate public bodies or public utilities), all at Lessee's sole risk and expense. Lessee shall also keep any sidewalks on or abutting the Premises in good order, repair and safe condition, unobstructed and free from snow and ice.

(c) Lessee shall not erect or maintain any building, structure or physical obstruction of any kind adjacent to or over any railroad track at distances less than those prescribed by lawful authority, but in no event shall said distances be less than (i) eight and one-half (8 1/2) feet horizontally from the center line of any track, measured at right angles (said horizontal minimum clearance with respect to curved tracks to be increased by one inch for each degree of curvature); and (ii) twenty-five (25) feet vertically above top of rail (except as to wires, the overhead minimum clearance of which shall be in accordance with specifications of the current National Electrical Safety Code, and in no case less than twenty-seven (27) feet [twenty-five (25) feet in case of wires or cables suspended from messengers] above the top of rails), unless lesser distances are prescribed by lawful authority and approved, in writing by Railroad. However, any written approval by Railroad shall not relieve Lessee from any risk arising from establishment of clearances less than those specifically provided above. Lessee shall be responsible for ascertaining all clearance requirements imposed by lawful authority and Lessee hereby acknowledges that since Railroad's crews are not able to make precise measurements during normal operations, Railroad's continued operation of a track with clearances less than those prescribed herein shall not be a waiver of the requirements set forth herein.

(d) Lessee shall not interfere with or obstruct drainage ditches or drain pipes on or below the surface of the Premises, nor shall Lessee put or permit any contaminous matter to enter into any drainage ditch or drain pipe on Premises. If it should become necessary to make any change or alteration in any existing drainage ditch, drain pipe or pipes on the surface or below the surface of the Premises by reason of any improvements that Lessee may desire to construct

thereon, Lessee shall, at its own risk and expense, make such changes or alterations in a manner satisfactory to the authorized officer of Railroad.

(e) Lessee agrees that at all times during the term of this Lease, Lessee shall exercise due diligence to protect the Premises and all property located thereon and in the vicinity thereof against any danger of fire from any cause whatsoever. Without limiting the generality of the foregoing, Lessee specifically agrees that artificial lighting shall be by electricity only and that flammable or explosive substances shall be adequately protected from hazards of fire and explosion and meet the requirements set forth in the then current edition of the National Electrical Safety Code with respect to Class I Hazardous Locations, the current specifications of the Association of American Railroads, and applicable federal, state and municipal laws, rules and regulations governing handling of flammable or explosive substances.

(f) Lessee shall not cause or permit any Hazardous Material to be treated, stored, generated or disposed of on or in the Premises by Lessee, Lessee’s agents, employees, contractors, subcontractors or invitees, or any related persons or entities, without first obtaining Railroad’s written consent and in compliance with all applicable laws, ordinances, rules, regulations and requirements of all governmental authorities and the various departments thereof. **DURING THE TERM OF THIS LEASE, IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON OR IN THE PREMISES EXCEPT AS PERMITTED ABOVE, OR IF HAZARDOUS MATERIALS ARE TREATED, STORED, GENERATED, OR DISPOSED OF ON, IN, OR FROM THE PREMISES IN VIOLATION OF LOCAL, STATE, OR FEDERAL LAW, OR IF THE PREMISES OR SURROUNDING, ADJACENT OR NEARBY PROPERTY BECOMES CONTAMINATED IN ANY MANNER FOR WHICH LESSEE IS LEGALLY LIABLE, LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS RAILROAD FROM ANY AND ALL CLAIMS, DAMAGES, FINES, JUDGMENTS, PENALTIES, COSTS, LIABILITIES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, A DECREASE IN VALUE OF THE PREMISES, DAMAGES CAUSED BY LOSS OR RESTRICTION OF RENTABLE OR USABLE SPACE, OR ANY DAMAGES CAUSED BY ADVERSE IMPACT ON MARKETING OF THE SPACE, AND ANY AND ALL SUMS PAID FOR SETTLEMENT OF CLAIMS, ATTORNEYS’ FEES, CONSULTANT, AND EXPERT FEES) ARISING DURING OR AFTER THE LEASE TERM. THIS DEFENSE, INDEMNIFICATION AND HOLDING HARMLESS INCLUDES, WITHOUT LIMITATION, ANY AND ALL COSTS INCURRED BECAUSE OF ANY INVESTIGATION OF CONTAMINATION OR VIOLATION OF LOCAL, STATE OR FEDERAL LAW, OR ANY CLEANUP, REMOVAL, OR RESTORATION MANDATED BY A FEDERAL, STATE, OR LOCAL GOVERNMENT OR AGENCY THEREOF.** Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Material on the Premises that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Material on the Premises. Lessee shall first obtain Railroad’s approval for any such remedial action. As used herein, “Hazardous Material” means and includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), and Toxic Substances Control Act, as

amended (15 U.S.C. §§ 2601, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future. For purposes of this Lease, "Hazardous Material" shall include petroleum and any fraction thereof.

(g) Lessee shall not permit any activity on the Premises which could reasonably be construed as a nuisance or annoyance to owners or occupants of property in the vicinity of the Premises or which might result in a claim of interference or risk to the health, welfare and/or safety of the community. Lessee shall not dispose of "Solid Waste" on the Premises; as such term is defined in the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.). Lessee shall in no way pollute the Premises or any surrounding property. Railroad shall be the sole and exclusive judge as to whether any activity permitted by Lessee on the Premises violates the requirements of the foregoing provision. Failure by Lessee to immediately abate or discontinue any nuisance or annoyance claimed by Railroad or to immediately remove the cause and effects of any pollution shall be considered a default under the provisions of this Lease.

(h) The parties hereby acknowledge that sale or dispensation of intoxicating liquors on the Premises is prohibited, unless specifically permitted by an amendment to the Lease that is signed by Railroad's authorized officer. Such amendment shall require, among other things, that Lessee furnish dram shop insurance or other appropriate insurance protecting Railroad from the risks incident to such sale or dispensation,

(i) Lessee shall be prohibited from placing or allowing on the Premises any signs other than a reasonable sign advertising Lessee's business being conducted at the Premises or a "For Sale/Lease" sign on any building owned by Lessee and located on the Premises. The size and location of any such permitted sign is subject to Railroad's approval.

**9. INDEMNIFICATION. AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LEASE WOULD NOT HAVE BEEN ISSUED AND TO THE EXTENT PERMISSIBLE BY LAW, LESSEE AGREES, REGARDLESS OF ANY NEGLIGENCE OR OTHER LEGAL FAULT BY OR ON THE PART OF RAILROAD OR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES, AND RELATED PERSONS AND ENTITIES, TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (THE "RAILROAD PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION, AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY (INCLUDING ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD OR ANY OF RAILROAD PARTIES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED OR OTHERWISE):**

(a) **FOR DEATH OF, OR BODILY INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO OR IN THE CUSTODY OR CONTROL OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS,**

**INVITEES, LESSEES AND LICENSEES OF THE PARTIES HERETO, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE ISSUANCE OR EXERCISE OF THIS LEASE OR THE FAILURE OF LESSEE TO CONFORM TO ALL THE CONDITIONS OF THIS LEASE, WORK PERFORMED BY RAILROAD FOR LESSEE UNDER THE TERMS OF THIS LEASE, THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, OR REMOVAL OF ANY FACILITIES INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED BY OR ON BEHALF OF LESSEE ON OR IN THE VICINITY OF THE AREA COVERED BY THE LEASE, AND**

**(b) FOR DEATH OF, OR BODILY INJURY TO, THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INVITEES, AND RELATED PERSONS AND ENTITIES OF LESSEE, AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO THEIR PROPERTY, AND TO ANY PROPERTY BELONGING TO OR IN THE CARE, CUSTODY AND CONTROL OF LESSEE, IN WHOLE OR IN PART ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE CONDUCT OF ANY RAILROAD OPERATIONS AT OR NEAR THE PREMISES.**

It is the intention of the parties hereto that Lessee shall be solely responsible for all such destruction or damage to property or for bodily injury to death of persons which would not have occurred if the Premises had never been leased. The word "Railroad" as used in this Section shall include the assigns of Railroad and any other railroad company that may be operating upon and over any tracks crossing the Premises. At the election of Railroad, Lessee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

10. INSURANCE. Lessee shall provide and maintain in effect during the term of this Lease commercial general liability insurance (occurrence based), including public liability, property damage, and comprehensive liability covering liability assumed by Lessee under the provisions of Lessee's covenants herein. Such insurance shall have a minimum combined single limit of liability of \$5,000,000, with an aggregate of not less than \$7,000,000. The insurance shall not contain an exclusion for either damage occurring on, near or adjacent to railroad property. Such insurance shall be primary and non-contributory.

Lessee shall provide and maintain in effect during the term of this Lease Environmental Legal Liability Insurance applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injury or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims, or compliance with statute; all in connection with any loss from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances. Coverage shall be maintained in an amount of not less than \$2,000,000 per pollution incident, with an annual aggregate of not less than \$7,000,000. Such insurance shall be primary and non-contributory.

Lessee shall also keep its personal property, fixtures, and any buildings and improvements constructed or placed on the Premises by Lessee insured with “Causes of Loss – Special Form” (or equivalent) insurance in an amount to cover one hundred percent (100%) of the replacement cost of such property, fixtures, buildings and improvements.

All insurance required hereunder shall be in companies and form acceptable to Railroad and such insurance policies shall be endorsed to name Railroad as an additional insured party and to provide not less than thirty (30) days to Railroad of any cancellation thereof any material change in coverage. Lessee agrees to cause all insurance policies to contain a waiver of subrogation against Railroad, its owners, directors, officers, employees and agents (the “Railroad Parties”) and to be so written that the insurers shall have no claim or recourse of any kind whatsoever against Railroad, Railroad Parties, or the Premises. Lessee shall furnish to Railroad complete copies of all such insurance policies with evidence of payment and premiums therefore. The providing of said insurance coverage and Railroad’s acceptance thereof shall not be deemed a limitation or modification of the liability or obligations of Lessee as provided in this Lease, but shall be additional security therefore.

Lessee may self-insure for any and all required insurance.

#### 11. DEFAULT.

(a) If Railroad does not receive in full any installment of rent by the date such payment is due and such default continues for a period of ten (10) days, or if Lessee shall default in the performance of any other covenants or agreements herein contained and such default continues for a period of ten (10) days after Railroad delivers written notice thereof to Lessee, or if bankruptcy, insolvency, receivership, foreclosure of any similar proceedings affecting Lessee shall be instituted and not dismissed for a period of ten (10) days, or if Lessee abandons the Premises for a period of thirty (30) days, Railroad may, in any such instance, at its election treat such occurrence as a breach of this Lease and have one or more of the following described remedies, in addition to any and all remedies available at law or in equity.

(i) Railroad may terminate this Lease and the term created hereby, in which event Railroad may forthwith repossess the Premises and be entitled to recover as damages a sum of money equal to the value of the rent and additional rent provided to be paid by Lessee for the Premises for the balance of the stated term of the Lease, less the fair rental value of the Premises for said period (and the result thereof shall then be reduced to its present value using a discount rate of 10%), and any other sum of money and damages owed by Lessee to Railroad.

(ii) Railroad may terminate Lessee’s right of possession and may repossess the Premises by any lawful means, without further demand or notice of any kind to Lessee and without terminating this Lease, in which event Railroad shall, to the extent it is required by law to mitigate any damages, relet all or any part of the Premises, for such rent and upon such terms as shall be commercially reasonable and satisfactory to Railroad (including the right to relet the Premises for a term greater or lesser than that remaining under the term of this Lease and the right to relet the Premises as a part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Railroad is authorized

to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient and if Railroad shall fail or refuse to relet the Premises or if the Premises are relet and a sufficient sum shall not be realized from such reletting after paying the costs and expenses of such repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall pay to Railroad as damages a sum equal to the amount of the rent and additional rent reserved in this Lease for such period or periods, or, if the Premises have been relet, Lessee shall satisfy and pay any such deficiency upon demand therefor from time to time, and Lessee agrees that Railroad may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time and that no suit or recovery of any portion due Railroad hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Railroad.

Lessee hereby agrees that to the extent any of the foregoing notice periods provided in this Article 11 and elsewhere in this Lease are greater than the notice periods required under the applicable state statutes, such greater notice periods as are provided for herein shall substitute for any such statutory notice periods, and any notices given pursuant to the terms hereof shall be deemed the notice required by any such statute.

(b) Whenever or however this Lease or Lessee's right to possession is terminated, Railroad shall have the right (without being guilty of any manner of trespass or forcible entry or detainer) either with or without notice or demand, and either with or without process of law, to immediately take possession of Premises and any improvements thereon, and to remove therefrom Lessee and any and all effects that may be then on the Premises, using such force as may be necessary, and to repossess and enjoy the Premises. When the term of this Lease shall be ended for any cause, Lessee covenants and agrees to give up and surrender to Railroad peaceably and immediately the Premises and all improvements thereon without further demand or notice, and in good order, repair and condition, failing which Railroad may restore the Premises and improvements to good order, repair and condition at the sole risk and expense of Lessee. Termination of this Lease shall not affect Railroad's rights with respect to Lessee's obligations for rent or otherwise and shall not prevent Railroad from pursuing such other actions or proceedings, as it may deem advisable.

(c) Lessee agrees that Railroad shall at all times have the right to distrain for rent due, and shall have a first lien upon all building, structures or other personal property of Lessee on the Premises, whether exempt by law or not, as security for the payment of the rent and other amounts to be paid hereunder, and the faithful performance of the covenants herein contained, and in the event of default on the part of Lessee in any respect under this Lease, Railroad shall have the right to take the said property and sell it at public auction, giving such notice as is required by law and from the proceeds of such sale to pay all rents, expenses or other amounts which may at such time be due, and to pay over to Lessee the surplus moneys arising from such sale.

(d) If Lessee fails to substantially begin compliance with any obligations under the terms of this Lease after receiving ten (10) days written notice from Railroad, Railroad may, at its option, perform such obligations at the sole risk and expense of Lessee. Cost of work performed by Railroad for Lessee's account as referred to in this Lease is hereby defined to be the



cost of labor and material furnished by Railroad and rental on equipment used. To the cost of labor there shall be added 10% to cover supervision and accounting. Also added shall be the cost of vacation allowance, paid holiday allowance, health and welfare allowance, Railroad Retirement and/or Social Security taxes, unemployment compensation and premiums on workmen's compensation, property damage and public liability insurance. To the cost of material there shall be added 15% to cover accounting, handling and transportation. In addition, the cost shall include taxes payable by Railroad under any excise, sales or use tax based on the wages of labor, cost of material, or the gross cost of the work, as the case may be. Lessee shall pay bills covering such cost and expense as herein defined within fifteen (15) days after the receipt thereof. Bills not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due, or the maximum rate allowed by law, whichever is less.

(e) In the event that Railroad shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Lessee's covenants and agreements under this Lease, Lessee shall reimburse Railroad for all such costs, expenses and attorneys' fees as additional rent hereunder.

(f) Acceptance of money by Railroad from Lessee after any default by Lessee or after the expiration of the term of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises, shall not waive such default or reinstate, continue or extend the term of this Lease or affect any such notice or suit, as the case may be.

12. TERMINATION OF THIS LEASE/NOTICE OF SUBSTANTIAL CHANGE.

(a) Railroad shall have the right at any time in its sole and absolute discretion to terminate this Lease and recover possession of the Premises by delivery to Lessee of thirty (30) days prior written notice of Railroad's election. Railroad shall also give Lessee thirty (30) days prior written notice before a substantial change occurs which effects Lessee's rights herein. If this Lease is terminated pursuant to this Section without any default by Lessee, Lessee shall be entitled to refund of the balance of the security deposit, if any, and unearned prepaid rental, which is not required to satisfy Lessee's obligations.

(b) Upon termination of this Lease by expiration of the term, election of Railroad, or pursuant to any provision of this Lease, Lessee shall remove all buildings, structures, foundations, footings, materials, signs, debris or other articles or facilities owned or used by Lessee, above or below the surface of the premises by Lessee, or by any person, firm or corporation or former Lessee through which the Lessee does or did at any time obtain a clear position of the premises whether by assignment or otherwise. Lessee agrees to restore the premises to a condition satisfactory to the Railroad. Lessee shall be responsible to leave the Premises in a neat, safe and clean condition and if Lessee fails to do so, Railroad shall have the right to perform necessary work at the sole risk and expense of Lessee. Termination date of said Lease will not be in effect until all buildings and structures, if any, are removed from the Premises and all rental payments and any and all costs incurred by the Railroad, if any, are paid by Lessee.

(c) Railroad shall have the right, but not the duty, to require Lessee to remove from the Premises any improvement which is installed or constructed on the Premises by Lessee, said removal to be performed at Lessee's sole risk and expense, and if Lessee fails to so perform

Railroad shall have the right to perform necessary work to remove said improvement and to restore the Premises, all at the sole risk and expense of Lessee.

(d) No termination of this Lease shall release either party hereto from any liability or obligation that has accrued prior to said termination.

13. SUCCESSORS AND ASSIGNS -- NO ASSIGNMENT PERMITTED WITHOUT RAILROAD CONSENT.

(a) Lessee shall not have the right to assign this Lease or to sublet the Premises or any part thereof, without the prior written consent of Railroad, which may be withheld for any reason or no reason. Lessee shall not allow or permit any transfer of this Lease or any interest hereunder by operation or law and shall not convey, mortgage, pledge or encumber this Lease or the Premises. Any attempted assignment, sublease or transfer of this Lease shall be void if not made pursuant to Railroad's prior written consent.

(b) This Lease and all covenants, agreements, terms and conditions contained herein shall be binding upon and inure to the benefit of the successors, assigns and transferees of Railroad and the permitted successors, assigns and transferees of Lessee.

14. MISCELLANEOUS.

(a) If the whole or any part of the Premises shall be taken or condemned by any competent authority for any purpose, or is sold by Railroad under the threat of condemnation, the term of this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. Current rent shall be apportioned as of the date of such termination and Lessee shall have no right to share in the condemnation award or sales proceeds.

(b) Railroad shall have the right at any time, but not the obligation, to inspect Premises to assure itself that there has been compliance with the terms of this Lease, but the exercise by Railroad of such right, or the failure to exercise the same, shall not relieve Lessee of any obligation imposed upon Lessee under the terms of this Lease. Railroad shall have the right, during the period of ninety (90) days prior to the expiration or other termination of the term hereof, to post on the Premises notices of "For Rent" or "For Sale" and to show the Premises to prospective tenants or purchasers.

(c) This Lease is made subject to the approval of any governmental authority having jurisdiction thereover.

(d) The invalidity or unenforceability of any provision of the Lease shall not affect or impair any other provision.

(e) It is expressly agreed by and between the parties hereto that the agreements, terms and covenants contained in this Lease are the entire agreement entered into between the parties affecting the lease of the Premises.

(f) Failure or delay of Railroad to require full compliance with any one or more of the terms of this Lease shall not be held as a waiver of a right to subsequently insist upon such compliance or terminate this Lease, or to terminate this Lease for any subsequent breach which may occur, or to enforce any other provision of this Lease.

(g) Railroad and Lessee voluntarily, intentionally and irrevocably waive the right to a trial by jury with respect to any legal proceeding based hereon or arising out of, under or in connection with this Lease.

(h) The captions of the various Sections of this Lease are for convenience only and are not to be considered in the interpretation hereof.

(i) This Lease shall be governed by the laws of the State in which the Premises are located, without regard to choice of law principles.

(j) Lessee agrees, at Lessee's sole cost and expense, to keep the Premises in a neat and orderly condition during the term of this Lease.

(k) Lessee agrees, at Lessee's sole cost and expense, during the lease period to maintain all roads and to repair/maintain all fencing during the term of this Lease.

(l) Proper PPE (hard hat, safety vest, safety glasses and safety shoes) must be worn by all employees at all times while on the Premises, except when in a vehicle, or mowing or weed trimming.

(m) Lessee will not allow snow removal or debris to be placed on adjacent Railroad property.

(n) Lessee will not negatively impact drainage from Railroad property.

(o) Lessee will not impair or damage track structure.

(p) Railroad to inspect the condition of the property prior to lease termination to ensure the Premises are in equal or better condition than the condition at the start of the Lease term.

15. NOTICES. All notices to be given to Lessee shall be considered as having been properly given upon mailing such notice by certified U. S. mail, postage prepaid, addressed to Lessee at its billing and mailing address set forth above. For the purposes of effectuating termination of the Lease, notice may be served upon Lessee by (a) personally delivering notice of termination to Lessee; (b) by personally delivering notice to any of Lessee's employees on the Premises; (c) by posting said notice of termination on the Premises; or (d) by mail as above provided. Utilization of any one or more of such methods for giving notice of termination of this Lease shall be considered to be proper notice to Lessee.

All notices to Railroad shall be addressed to the Senior Manager, Real Estate, at the address stated above or to such other address as may be designated by written notice given by Railroad's authorized representative, by U. S. certified mail, return receipt requested and shall be considered as having been properly given when actually received by Railroad.

16. LIMITATION OF LIABILITY. If the Premises are sold or transferred, voluntarily or involuntarily, Railroad’s Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner. If Railroad, its agents, employees, officers, directors or owners are ordered to pay Lessee a judgment because of Railroad’s default, then Lessee’s sole remedy to satisfy the judgment shall be Railroad’s interest in the Premises.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed in duplicate originals as of the day and year first above written.

**RAILROAD:**  
**CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY**  
**17641 S. Ashland Avenue**  
**Homewood, Illinois 60430**

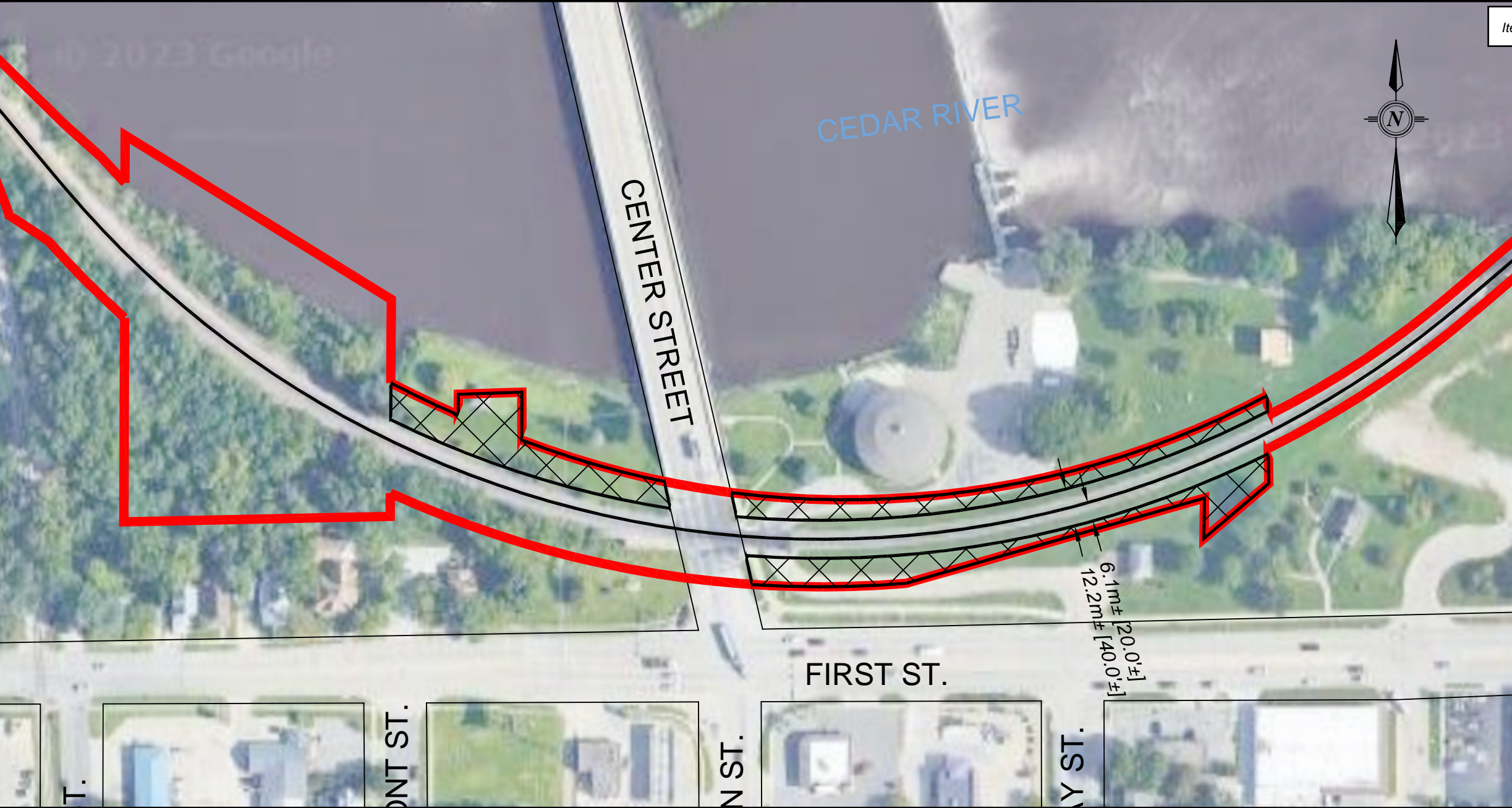
By: \_\_\_\_\_  
James V. Fountain  
Senior Manager, Real Estate

**LESSEE:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_




**EXHIBIT A**

385\_2810.dwg (EN\_LS\_2) LAYOUT: 3003480

**DESCRIPTION:** PART OF 2160/APR/100090 (0.81 Acs.±)  
 Cedar Falls  
 Blackhawk County  
 State of Iowa  
 United States of America

**THIS IS NOT A PLAN OF SURVEY / CECI N'EST PAS UN PLAN D'ARPENTAGE**

LEASE SKETCH	
 <b>Subject Lands/Terrain Sujet</b>	

<b>SUBDIVISION:</b>	Waterloo (385)
<b>SPUR / ANTENNE:</b>	N/A
<b>MILEAGE / MILLIAIRE:</b>	282.76 - 282.94
<b>DATE:</b>	August 3, 2023
<b>SCALE / ÉCHELLE:</b>	1:1500





**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

**INTEROFFICE MEMORANDUM**  
*Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Thom Weintraut, AICP Planner III  
**DATE:** May 6, 2024  
**SUBJECT:** Approval of Demolition Contract for the Northern Cedar Falls Flood Buyout Program, Project No. FL-000-3198

Staff requested bids for demolition for the property located at 1218 Cottage Row Road. Council has seen previous action for the property with the approval of a purchase agreement on February 5, 2024, and more recently on March 18, 2024, the execution of a contract for asbestos testing. Once the City purchases the property and the asbestos testing and abatement, if needed, is complete, the City anticipates moving forward with the demolition of the structure in early May.

Staff sent a Request for Bids to eight (8) contractors and received a bid from the two listed below.

- Benton’s Sand and Gravel
- Lehman Trucking & Excavating, Inc.

Below is a summary of those bids.

Property Address	Lehman Trucking & Excavating, INC.	Benton’s Sand & Gravel INC.
1218 Cottage Row Road	\$13,354.00	\$7,995.00

The lowest bid was from Benton’s Sand & Gravel INC. in Cedar Falls with a total amount of \$7,995.00. Funding for demolition of the properties is identified as part of the FEMA Hazard Mitigation Grant. Attached for your approval are the Form of Contract and Certificate of Insurance.

The Department of Community Development recommends approving and executing the contract with Benton's Sand & Gravel, Inc for the demolition of the structure located at 1218 Cottage Row Road. It is anticipated that demolition will be completed by the end of May 2024.

If you have any questions or comments, please contact me.

Attachments:

Contract with Benton's Sand & Gravel, INC.

xc: Stephanie Houk Sheetz, AICP, Director of Community Development  
Karen Howard, AICP, Planning and Community Services Manager

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between Benton's Sand & Gravel, INC ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or



goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized,

approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: \_\_\_\_\_ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0. Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0. Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

**Government-Mandated Provisions**

Because this project activity is funded in whole or in part by the Federal Government, or an Agency thereof, Federal Law requires that the City's contracts relating to the project include certain provisions. Depending upon the type of work or services provided and the dollar value of the resultant contract, some of the provisions set forth in this Section may not apply to the Contractor or to the work or services to be provided hereunder; however, the provisions are nonetheless set forth to cause this Contract to comply with Federal Law. Parenthetical comments in the following paragraphs are taken from 2 CFR part 200 appendix II and 200.325.

A. Remedies. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Agreement, and if such default remains uncured for a period of 20 days after notice of default has been given by City to Contractor, then City may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Agreement;
- d. terminate this Agreement by delivering to Contractor a written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by Applicant.

B. Termination for Cause. City may terminate this contract as set out in the foregoing Section A (d).

C. Termination for Convenience. City may terminate this Agreement at its convenience at any time and is effective upon issuance. Delivery may be made by mail, phone, fax or email.

D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. \*\*Davis-Bacon Act is not applicable to Disaster grant funding\*\*

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City: \_\_\_\_\_  
Name: Thomas A Weintraut  
Title: Planner III  
Address: 220 Clay Street  
Cedar Falls, IA 50613  
Telephone: 319-268-5184  
Email: Thomas.Weintraut@cedarfalls.com

Contractor: Benton sand & Gravel  
Name: John Benton  
Title: President  
Address: 905 center st.  
Cedar Falls, IA, 50613  
Telephone: 319-266-2621  
Email: naronowski\_bsg@gmail.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Name: Benton's Sand & Gravel  
By: [Signature]  
Its: President

Date: 4/1/24

CITY OF CEDAR FALLS, IOWA



By: \_\_\_\_\_

Daniel Laudick, Mayor

Attest: \_\_\_\_\_

Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

**Exhibit "A"****Request for Bids**

February 26, 2024

RE: Demolition Services  
Properties: 1218 Cottage Row Road

Sent Via USPS

Greetings:

The City of Cedar Falls is requesting RFPs for the demolition of the following property as part of a FEMA Hazard Mitigation Flood Buyout Program: 1218 Cottage Row Road. The structure will be tested for asbestos and if the structure has any asbestos present, it will be removed prior to any demolition work. We would like your firm to submit a proposal for the demolition of this property.

If you wish to submit a proposal, please return it to me by noon on **Friday, March 8, 2024**. The firm will be selected based on the lowest proposed fee and the contract will be presented for Council approval on March 18, 2024. Notice to Proceed on the project will be issued after the contract has been approved by City Council. Demolition for all properties must be completed by May 1, 2024, per the FEMA Flood Buyout Program requirements.

Sincerely,



Thomas Weintraut, AICP  
Planner III

**Exhibit "B"**

Contractor: Benton's Sand & Gravel INC.

Address of Contractor: 905 Center St. Cedar Falls Iowa.

The undersigned Contractor, having examined and determined the scope of the contract documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the attached contract documents, and to do all work at the listed prices.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

BID			EST.	EXTENDED
ITEM	DESCRIPTION	UNITS	QUANTITY	PRICES
1.	Demolition of a 768 sq. ft. one story house built in 1959 with a 176 sq. ft. addition and 340 sq. ft. deck. The complete removal of the full basement and provide designated landfill or recycling site. Coordinate with Cedar Falls Utilities for removal of Utilities. Cap the existing well meeting the requirements of the Black Hawk County Health Department Remove the existing septic tank meeting any requirements of the Black Hawk County Health Department. Obtain Demolition permit. \$10 Obtain local floodplain development permit. \$45 Site shall be level to the "natural grade" and seeded.	lump sum	1	7,995
			<b>TOTAL</b>	\$17,995 <sup>00</sup>

The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

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**NOTE:** All subcontractors are subject to approval by the City.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/1/2024

**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).**

<b>PRODUCER</b> TrueNorth Insurance, LC 226 Main Street Cedar Falls IA 50613		<b>CONTACT NAME:</b> RM Home Office <b>PHONE (A/C, No, Ext):</b> 319-366-2723 <b>FAX (A/C, No):</b> 877-810-6374 <b>E-MAIL ADDRESS:</b> certs@truenorthcompanies.com	
<b>INSURED</b> Benton's Sand & Gravel, Inc. 905 Center Street Cedar Falls IA 50613		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
BENTSAN-01		INSURER A : State Automobile Mutual Insurance Co	25135
		INSURER B : Midwest Builders' Casualty Mutual Company	13126
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 1470346732      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	10159140CP	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HPD	Y		10159141CA	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HPD Limit/CCD/Coil \$ ACV/1,000/5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		10159143CU	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC100-0005630-2024A	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ 1,000,000 E. L. DISEASE - EA EMPLOYEE \$ 1,000,000 E. L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented & Leased Equipment			10159140CP	1/1/2024	1/1/2025	Limit/Deductible 300,000/1,000
A	Installation Floater			10159140CP	1/1/2024	1/1/2025	Limit/Deductible 250,000/1,000

**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, General Liability form SL1011 01/23 (Ongoing and Completed Operations), and Automobile Liability BA3000 12/15 apply. If Yes is indicated above for Waiver of Subrogation, General Liability SL6000 01/23, Automobile Liability BA3000 12/15 and Workers Compensation form WC000313 04/84 apply. Umbrella liability extends over the General Liability, Automobile Liability and Employer's Liability only. 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 additional insureds on a primary and noncontributory basis per the attached endorsements. A waiver of subrogation in favor of 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 applies to the General Liability and Workers Compensation. 30 day notice of Cancellation provisions apply to certificate holder on General Liability, Auto, Umbrella & Workers Compensation (except 10 days for nonpayment).

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	<b>CANCELLATION</b>  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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**COMMERCIAL AUTO  
CA 00 01 10 13**

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
<b>1</b>	Any "Auto"	
<b>2</b>	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
<b>3</b>	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
<b>4</b>	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
<b>5</b>	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
<b>6</b>	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
<b>7</b>	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
<b>8</b>	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
<b>9</b>	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

<b>19</b>	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II – COVERED AUTOS LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.



Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

##### a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

## B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

## C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
  - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

##### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
    - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
    - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
    - (4) Authorize us to obtain medical records or other pertinent information.
    - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
  - c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
    - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
    - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
    - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
    - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

##### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### 4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### B. General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) Excess while it is connected to a motor vehicle you do not own; or
  - (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

### SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
- a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
  - M. "Property damage" means damage to or loss of use of tangible property.
  - N. "Suit" means a civil proceeding in which:
    - 1. Damages because of "bodily injury" or "property damage"; or
    - 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 

"Suit" includes:

    - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
    - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
  - O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
  - P. "Trailer" includes semitrailer.



COMMERCIAL GENERAL LIABILITY  
CG 20 13 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE  
OR GOVERNMENTAL AGENCY OR SUBDIVISION  
OR POLITICAL SUBDIVISION – PERMITS  
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision: <b>CITY OF CEDAR FALLS DEPT OF PUBLIC WORKS, 220 CLAY ST, CEDAR FALLS, IA 50613</b>
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**IOWA GOVERNMENTAL IMMUNITIES - SCHEDULED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

<b>Name of Governmental Entity:</b>
CITY OF CEDAR FALLS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance carrier expressly agrees and states that the purchase of this policy and naming of the governmental entity shown in the schedule above as an Additional Insured by separate endorsement does not waive any of the defenses of governmental immunity available to the entity shown in the schedule under Code of Iowa §670.4 as it now exists and as it may be amended from time to time.

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.

The entity 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 the behalf of the entity shown in the schedule above.

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 entity 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 entity shown in the schedule.

The insurance carrier, and the governmental entity shown in the schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**STATE AUTO PEAK SERIES FOR CONTRACTOR'S LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CONTENTS:**

- A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE**
- B. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT**
- C. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS**
- D. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS, OR SURVEYORS**
- E. CONTRACTOR'S POLLUTION LIABILITY COVERAGE**
- F. AUTOMATIC LIMITED CONTROLLED (WRAP-UP) INSURANCE PROGRAM WITH EXCESS COVERAGE**
- G. BROADENED LIABILITY COVERAGE FOR DAMAGE TO "YOUR PRODUCT" AND "YOUR WORK"**
- H. JOINT VENTURES/PARTNERSHIP/LIMITED LIABILITY COMPANIES**
- I. CONTRACT PENALTY REIMBURSEMENT**
- J. COORDINATING COVERAGE**

**A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE**

**1. Care, Custody or Control Liability Coverage**

a. With respect to Care, Custody or Control Liability Coverage provided in this endorsement only:

**(1) Exclusions 2.j.(3), and 2.j.(4) of Section I – Coverages – Coverage A - Bodily Injury And Property Damage Liability do not apply to "property damage" to:**

- (a) Tools or equipment you borrow from others, nor;**
- (b) Other personal property of others in the care, custody or control of the Named Insured while being used in your operations away from premises owned, occupied by or rented to an insured.**

However, the coverage granted by this exception to Exclusions **2.j.(3)**, and **2.j.(4)** does not apply to:

- (a) Property that is "mobile equipment" leased by an insured;**
- (b) Property that is an "auto", aircraft or watercraft;**
- (c) Property in transit; or**
- (d) Any portion of "property damage" for which the insured has other valid and collectible insurance available, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.**

## 2. Voluntary Property Damage Coverage

For the purpose of Voluntary Property Damage Coverage in this endorsement only, the following applies:

- a. **Section I - Coverages** is amended to include the following:

### **VOLUNTARY PROPERTY DAMAGE COVERAGE**

#### **(1) Insuring Agreement**

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

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

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

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

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

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

#### **(2) Exclusions**

Exclusions **2.j.(5)** and **2.j.(6)** of **Section I – Coverages – Coverage A - Bodily Injury And Property Damage Liability** do not apply to "property damage" to property of others as described under this Voluntary Property Damage Coverage. All other applicable exclusions under Coverage **A – Bodily Injury And Property Damage Liability** apply.

#### **(3) Definitions**

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

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".
17. "Property damage" means physical injury to tangible property. "Property Damage" does not include disappearance, abstraction or theft.

Electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. With respect to the Care, Custody or Control Liability, paragraph **A.1.** above, and Voluntary Property Damage Coverage, paragraph **A.2.** above in this endorsement:

- a. We shall have no duty whatsoever to defend claims and/or lawsuits for which the only coverage provided is under this limited grant of coverage;
- b. Any payment we make shall not be interpreted as an admission of liability by you or by us; and
- c. **Supplementary Payments – Coverages A And B** under **Section I – Coverages** does not apply.

#### **4. Limit of Insurance**

With respect to this Care, Custody or Control Liability Coverage and Voluntary Property Damage Coverage afforded in this endorsement, the following is added to **Section III – Limits of Insurance**:

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":

- a. Subject to **b.** below, the most we will pay for "property damage" including all resulting loss of use is:
- 1) \$2,500 as a result of any one "occurrence" and the most we will pay for the sum of all occurrences during the policy period is the aggregate limit of \$10,000; or
  - 2) The amount shown in the Declarations, if greater than **1)** above, for Property Of Others In The Care, Custody, And Control Of The Insured & Voluntary Property Damage.
- b. The limit in **3.a.** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in Paragraph **5.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.
- We will not pay for "property damage" in any one "occurrence" until the amount of loss or damage exceeds the deductible shown for this coverage in the policy declarations. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable limit of insurance. The limits of insurance will not be reduced by the application of such deductible amount.
- We may pay any part or the entire 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.
- c. The amount we pay for the sum of all occurrences in an annual policy period is the Aggregate Limit for this coverage. This amount is part of and not in addition to the Commercial General Liability General Aggregate Limit described in Paragraph **2.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

**B. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT**

The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

1. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:
- a. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
- (1) The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or
  - (2) The Insurance Services Office (ISO) CG 20 37 (10/01 edition),
- such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:
- (a) Your ongoing operations, with respect to Paragraph **B.1.a.(1)** above; or
  - (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **B.1.a.(2)** above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **B.1.a.**, insurance afforded to such additional insured:

- i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
- ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**b.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**(1)** The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or

**(2)** The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(a)** Your acts or omissions; or

**(b)** The acts or omissions of those acting on your behalf,

in the performance of:

**1.** Your ongoing operations, with respect to Paragraph **B.1.b.(1)** above; or

**2.** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **B.1.b.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **B.1.b.**, insurance afforded to such additional insured:

**i.** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and

**ii.** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**c.** If neither Paragraph **B.1.a.** nor Paragraph **B.1.b.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**(1)** Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or

**(2)** With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(a)** Your acts or omissions; or

**(b)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **B.1.c.** insurance afforded to such additional insured:

**i.** Only applies to the extent permitted by law;

**ii.** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**iii.** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement.

**d.** If neither Paragraph **B.1.a.** nor Paragraph **B.1.b.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to the "products-completed operations hazard" if no form is specified,

such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **B.1.d.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury" or "property damage" occurs subsequent to your execution of the written contract or written agreement.

2. With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:

a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional engineering, architectural or surveying services by you or others on your behalf, including:

(1) The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(2) Supervisor or inspection activities performed as part of any related 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.

3. With respect to the insurance afforded to an additional insured under Paragraph **B.1.c.** or Paragraph **B.1.d.** of this endorsement, the following applies:

a. 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 a written contract or written agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

b. Paragraph 9.f. of **SECTION V - DEFINITIONS** is amended as follows:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. With respect to the coverage provided under this endorsement:
- a. The following is added to Paragraph 4.a. of the **Other Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
 

**Primary and Noncontributory Insurance**

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of the endorsement provided that:

    - (1) The person or organization is a Named Insured under such other insurance; and
    - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
  - b. The following paragraph is added to Paragraph 4.b. of the **Other Insurance Condition** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
 

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
5. This additional insured provision does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

**C. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS**

1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.
2. **SECTION II – WHO IS AN INSURED** is amended to include any state, governmental agency, subdivision or political subdivision for which you are required to add as an additional insured because of the issuance or existence of a permit, but only with respect to:
  - a. 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 which the permit was issued; and
  - b. Permits:
    - (1) Currently in effect or becoming effective during the term of this policy; and
    - (2) Executed prior to the "bodily injury", "property damage," or "personal and advertising injury".

However:

    - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
    - b. 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.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for which the permit was issued are completed.



3. With respect to the insurance afforded to the additional insured described in **E. 2.** above, this insurance does not apply to:
- a. Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

4. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- 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.

**D. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS, OR SURVEYORS**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by your acts or omissions or the acts or omission of those acting on your behalf.
- a. In connection with your premises; or
  - b. In the performance of your ongoing operations.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. 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 the failure to render any professional services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, filed 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 services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- 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.

**E. CONTRACTOR'S POLLUTION LIABILITY COVERAGE**

1. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, we will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" and "clean-up costs" arising out of a "pollution incident". This insurance only applies to "bodily injury" and "property damage" which occurs during the policy period provided that:

- a. the "pollution incident" begins at an identified time and place and ends in its entirety within 72 hours;
- b. you have notified us of the "pollution incident" as soon as practicable, but no more than 14 days after its ending; and
- c. it is "accidental".

**2. LIMITS OF INSURANCE**

Solely for purposes of the insurance provided by this coverage for "bodily injury", "property damage" and "clean-up costs" arising out of a "pollution incident", **SECTION III – LIMITS OF INSURANCE** is replaced in its entirety by the following:

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought;
  - (3) Persons or organizations making claims or bringing "suits"; or
  - (4) Governmental actions taken with respect to "clean-up costs"
- b. The General Aggregate Limit is the most we will pay for the sum of:
  - (1) Medical expenses under Coverage **C**;
  - (2) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - (3) Damages under Coverage **B**;
- c. Subject to Paragraph **2.b.** above, the Contractor's Pollution Annual Aggregate is the most that we will pay for the sum of:
  - (1) All damages because of "bodily injury" and property damage"; and
  - (2) All "clean-up costs" incurred because of "environmental damage";
 resulting from all "pollution incidents".
- d. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of:
  - (1) Damages Under Coverage **A**;
  - (2) Medical expenses under Coverage **C**; and
  - (3) All damages because of "bodily injury" and property damage"; and
  - (4) Damages under Contractor's Pollution Liability under this provision; because of injury or damages arising out of any one "occurrence".
- e. Subject to Paragraph **2.c.** and **2.d.** above, the Contractor's Pollution Coverage Occurrence Limit is the most we will pay for the sum of:
  - (1) All damages because of "bodily injury" and property damage"; and
  - (2) All "clean-up costs" incurred because of "environmental damage" arising from one "pollution incident".

- f. The Limits of Insurance of this Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### 3. DEDUCTIBLE

- a. Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of \$1,000, as applicable to the Contractor's Pollution Coverage Occurrence Limit of Liability. Neither the Contractor's Pollution Coverage Occurrence Limit of Liability nor the Contractor's Pollution Coverage Annual Aggregate Limit of Liability will be reduced by the application of such deductible amount.
- b. The terms of this insurance, including those with respect to:
- (1) Our right and duty to defend any "suits" seeking those damages; and
  - (2) Your duties in the event of a "pollution incident", claim or "suit"; apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us of such part of the deductible amount as has been paid by us.

### 4. EXCLUSIONS

Solely for purposes of the insurance provided by this coverage for "bodily injury" and "property damage" arising out of a "pollution incident":

- a. **Exclusion f.(1)(d) under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES** does not apply.
- b. The following exclusions are added: The coverage provided by this coverage does not apply to:
- (1) **Products-Completed Operations Hazard**  
"Bodily injury", "property damage" and "clean-up costs" included within the "products-completed operations hazard";
  - (2) **Governmental Directives**  
"Bodily injury", "property damage" and "clean-up costs" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
    - (a) The insured; or
    - (b) You or any of your members, partners or executive officers.
  - (3) **Intentional Discharge Or Release**  
"Bodily injury", "property damage" and "clean-up costs" arising out of the actual, alleged or threatened discharge, dispersal, emission, release or escape of "pollutants" at or from an "insured site" if such "pollutants" were brought on or to the "insured site" by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf, in connection with your operations at such "insured site" and:
    - (a) such pollutants are intentionally discharged or released by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf; or
    - (b) with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

**(4) Owned And Non-owned Disposal Sites**

"Bodily Injury", "property damage" and "clean-up costs" arising out of a "pollution incident" on, at, under or migrating from any "owned disposal site" or "non-owned disposal site".

**(5) Fungi Or Bacteria**

"Bodily Injury", "property damage" and "clean-up costs" arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "loss". This paragraph does not apply to "bodily injury" arising out of a bacterial infection which develops in connection with physical harm to the person sustaining the "bodily injury", if such physical harm is not excluded by this exclusion and a "claim" is made against the "insured" for such physical harm; and

Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, contain, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "fungi" or bacteria by any "insured" or by any other person or organizations.

**(6) Professional Services**

"Bodily Injury", "property damage" or "environmental damage" arising out of the performance of, or failure to perform, "professional services" by or on behalf of any "insured".

All other **COVERAGE A Exclusions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** or added by endorsement to your policy apply.

**5. DEFINITIONS**

a. When used in this coverage only, the following definitions are added to **SECTION V – DEFINITIONS**:

- (1) "Accidental" means unintended and unexpected.
- (2) "Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any watercourse or body of water.
- (3) "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (4) "Insured site" means any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations providing the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.
- (5) "Non-owned disposal site" means a premises, site or location that:
  - (a) Is not, and was not at any time, owned or operated by an insured;
  - (b) Is located outside the boundaries of an "insured site" where operations are being performed; and
  - (c) Is, or was at any time, used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.
- (6) "Owned disposal site" means a premises, site or location that:
  - (a) Is, or was at any time, owned or operated by an insured;
  - (b) Is located outside the boundaries of an "insured site" where operations are being performed; and
  - (c) Is, or was at any time, used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste.
- (7) "Pollution incident" means the actual, alleged discharge, dispersal, emission, release or escape of "pollutants" into or upon land, the atmosphere, or any watercourse or body of water at or from an

"insured site", provided that such discharge, dispersal, emission, release or escape results in "environmental damage". All "bodily injury" and "property damage" arising out of one discharge, dispersal, emission, release or escape (or repeated and continuous discharges, dispersals, emissions, releases or escapes) shall be deemed to be one "pollution incident" and shall be deemed to have occurred in the "coverage term" in which the "pollution incident" commenced.

"Pollution incident" does not include "property damage" to a "waste facility".

"Pollution incident" does not include any "bodily injury" or "property damage" which is included in the exceptions to the pollution exclusion provided by subparagraphs **(1)(d)(i)**, **(ii)** and **(iii)** of exclusion **f. Pollution** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES**.

**(8)** "Professional services" means:

**(a)** Preparing, approving, or failing to prepare or approve:

1. Maps, shop drawings, opinions, reports, surveys, field orders or change orders; or
2. Drawings and specifications;

**(b)** Any, architectural, engineering or surveying activity:

**(c)** Construction management services; and

**(d)** Supervisory or inspection activities performed as part of any related architectural, or engineering or surveying activities or related construction management services.

**(9)** "Waste facility" means any site or part of any site to which waste from the operations of an "insured site" is consigned for delivery or delivered for storage, disposal, processing or treatment.

**b.** When applicable to this coverage only, the following definitions under **SECTION V – DEFINITIONS** are replaced with the following:

**(1)** Products-completed operations hazard":

**(a)** Includes all "bodily injury", "property damage" and "environmental damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

1. Products that are still in your physical possession; or
2. Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - i. When all of the work called for in your contract has been completed.
  - ii. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - iii. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**(b)** Does not include "bodily injury", "property damage" or "environmental damage" arising out of:

1. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
2. The existence of tools, uninstalled equipment or abandoned or unused materials.

(2) "Property damage" means:

- (a) Physical injury to, destruction of or contamination of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to have taken place at the time of the "pollution incident" that caused it; or
- (b) Loss of use of tangible property that is not physically injured, destroyed or contaminated but has been evacuated, withdrawn from use or rendered inaccessible because of a "pollution incident". All such loss of use shall be deemed to have taken place at the time of the "pollution incident" that caused it.

For purpose of this insurance, "electronic data" is not tangible property.

**F. AUTOMATIC LIMITED CONTROLLED (WRAP-UP) INSURANCE PROGRAM WITH EXCESS COVERAGE**

The following is added to Paragraph 2. **Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury":
  - a. Arising out of your ongoing operations; or
  - b. Included in the "products-completed operations hazard";
 at any location for which a "controlled (wrap-up) insurance program" has been provided by a prime contractor/project manager or owner of the construction project in which you are enrolled with respect to "bodily injury", "property damage" or "personal and advertising injury".
2. This exclusion applies whether or not the "controlled (wrap-up) insurance program"
  - a. Provides coverage identical to that provided by this Coverage Part;
  - b. Has limits adequate to cover all claims; or
  - c. Remains in effect.

However, this exclusion does not apply to any person or organization added as an additional insured by attachment of an endorsement to this Coverage Part who is not enrolled in the "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraph **F.1.** above.

3. However, this exclusion does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - a. Your ongoing operations that are being performed at any location owned by, or rented to you that is outside the project site and is not covered by the "controlled (wrap-up) insurance program" for that project;
  - b. Your ongoing operations that are punch list or warranty work, if coverage was available to the insured under the "controlled (wrap-up) insurance program" for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ongoing operations and the "bodily injury", "property damage" or "personal and advertising injury" occurs after the expiration of all such coverage; or
  - c. Your ongoing operations or operations included within the "products-completed operations hazard" when;
    - 1) The highest limit of the "controlled (wrap-up) insurance program" for that project would apply to such damages but for the exhaustion of the applicable limits of such insurance due to the payment of claims or in the event of bankruptcy or insolvency of all "controlled (wrap-up) insurance programs" which apply to the project(s); and
    - 2) The "controlled (wrap-up) insurance program" for that project has Limits of Insurance for that program which are not less than the Limits of Insurance shown in the Declarations of this Coverage Part.
  - d. Your ongoing operations or operations included within the "products-completed operations hazard" if the "controlled (wrap-up) insurance program" in which you are enrolled has been cancelled, nonrenewed or otherwise no longer applies for reasons other than the 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.

However, the extension of coverage granted in paragraph **F.3.b., F.3.c. and F.3.d.**, above does not apply to any person or organization added as an additional insured to this Coverage Part who is enrolled in the "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraph **F.1.** above.

4. The following is added to Section **V – DEFINITIONS** section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**G. BROADENED LIABILITY COVERAGE FOR DAMAGE TO "YOUR PRODUCT" AND "YOUR WORK"**

For the purpose of the insurance provided by this coverage:

1. Under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following

**2. Exclusions**

This insurance does not apply to:

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) Collapse; or
- (4) Explosion

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operations hazard".

- (1) This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arise as a result of:
  - (a) Fire;
  - (b) Smoke;
  - (c) Collapse; or
  - (d) Explosion

However, this BROADENED LIABILITY COVERAGE FOR DAMAGE TO "YOUR PRODUCT" AND "YOUR WORK" coverage does not apply when "Collapse hazard" or "Explosion hazard" is specifically excluded by separate endorsement attached to this policy.

For the purpose of this provision, the following definitions are added to the **DEFINITIONS** Section:

- a. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
- b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

2. The following is added to **SECTION III – LIMITS OF INSURANCE:**

Subject to paragraph **5. of SECTION III – LIMITS OF INSURANCE** (the Each Occurrence Limit), \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "products-completed operations hazard." This sublimit does not apply to "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**H. JOINT VENTURES/PARTNERSHIP/LIMITED LIABILITY COMPANIES**

1. The last paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations, except to the extent the Named Insured had an interest in a Joint Venture, Partnership, or Limited Liability Company which terminated or ended prior to or during this policy period, such Named Insured is an insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. Any offense giving rise to "personal and advertising injury" occurred prior to the termination date, and the "personal and advertising injury" arising out of such offense first occurred after such termination date;
- b. The "bodily injury" or "property damage" first occurred after such termination date; and
- c. There is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company;

If the joint venture, partnership or limited liability company is or was insured under a "controlled (wrap-up) insurance program", such insurance will be considered valid and collectible for the purpose of paragraph **H.1.c.** above.

However this provision will not serve to exclude any "bodily injury", "property damage" or "personal and advertising injury" that would otherwise be provided under this **State Auto PEAK Series for Contractors Liability** endorsement under paragraph **F. Automatic Limited Controlled (Wrap-up) Insurance Program With Excess Coverage**. "Controlled (wrap-up) insurance program" is defined under paragraph **F.4.** of this endorsement.

In event this provision, based upon the facts and circumstances of a given claim, serves to conflict with any provision under any State Auto PEAK Series enhancement endorsement serving to modify **SECTION II – WHO IS AN INSURED**, the result will be resolved to apply the broadest interpretation and benefit to the Named Insured.

**I. CONTRACT PENALTY REIMBURSEMENT**

1. Subject to the provisions of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, we will pay up to 50% of the contractual penalties you are required to pay to your customers as a result of a written contract or agreement for failure to timely deliver your product according to the contract terms due to "bodily injury" or "property damage" which arises out of your business operations to which this policy applies.
2. The most we will pay under the coverage is \$10,000 in any one policy year.

**J. COORDINATING COVERAGE**

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the maximum applicable per occurrence and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per occurrence and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE PROVISION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Subparagraph **a.** of Paragraph **5. Other Insurance** of **Section IV - Conditions** is deleted and replaced by the following:

**a.** This insurance is excess over, and shall not contribute with:

- (1)** Any other insurance, whether primary, excess, contingent or on any other basis, except such insurance as is specifically purchased to apply in excess of this Coverage Form; and
- (2)** Any other insurance available to the insured, whether primary, excess, umbrella, contingent or on any other basis, available to the insured covering liability for damages resulting from premises or operations, or the products and completed operations hazard, for which the insured has been added as an additional insured;

This condition will not apply to Other Insurance that is both:

- (a)** Issued to a person or organization as a Named Insured that qualifies as an additional insured as described in Paragraph **3.** of **Section II – Who Is An Insured** of this Coverage Form; and
- (b)** Intended to be excess of this insurance and non-contributory with this insurance as agreed under a written contract or written agreement you have made with such person or organization in item **(a)** above.

We will not seek contribution or indemnity from such insurance described in items **(a)** and **(b)** above for damages to which this Coverage Form applies.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but will be entitled to the insured's rights against all those other insurers.

**BLANKET 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.

The following statement only applies to policies or exposure in Missouri: Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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: 01/01/2023  
Insured: Benton's Sand and Gravel, Inc

Policy No. WC100-0005630-2024a      Endorsement No.  
Premium

Insurance Company  
Midwest Builders' Casualty Mutual Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)



**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

**INTEROFFICE MEMORANDUM**  
*Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Thom Weintraut, AICP Planner III  
**DATE:** May 6, 2024  
**SUBJECT:** Approval of Demolition Contract for 523 W 1<sup>st</sup> Street

Staff requested bids for demolition of the property located at 523 W 1<sup>st</sup> Street. On January 3, 2024, Council accepted the warranty deed for the property which had been purchased in November 2023. March 18, 2024, Council approved a contract for asbestos testing and abatement. The asbestos testing revealed minimal amounts of asbestos and once this has been abated the demolition will move forward.

Staff sent a Request for Bids to eight (8) contractors and received a bid from the two listed below.

- Benton’s Sand and Gravel
- Lehman Trucking & Excavating, Inc.

Below is a summary of those bids.

<b>Property Address</b>	<b>Benton’s Sand &amp; Gravel INC.</b>	<b>Lehman Trucking &amp; Excavating, Inc.</b>
528 W 1 <sup>st</sup> Street	\$20,127.50	19,054.00

In addition to the demolition of the house and the garage, the contract includes the removal of the two curb cuts and the construction of new curbing along this and the adjoining property owned by the City.

The Department of Community Development recommends approving and executing the contract with Lehman Trucking & Excavating, Inc for the demolition of the structure

located at 523 W 1<sup>st</sup> Street. It is anticipated that demolition will move forward by the end of May 2024.

If you have any questions or comments, please contact me.

Attachments:

Contract with Lehman Trucking & Excavating, Inc.

xc: Stephanie Houk Sheetz, AICP, Director of Community Development  
Karen Howard, AICP, Planning and Community Services Manager

CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between \_\_Lehman Trucking & Excavating INC.\_\_\_\_ (“Contractor”) and the City of Cedar Falls, Iowa (“City”), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor’s Services

1.1. Contractor’s services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit “A” attached. (“Services” or “Scope of Services”)

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit “A” includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit “A”. The Contractor and the City agree that time is of the essence with respect to Contractor’s performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor’s cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit “B”. The maximum amount of all payments for Services shall be the amount set forth in Exhibit “B”, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized,

approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: \_\_\_\_\_ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.



13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: <u>Thomas A Weintraut</u>	Name: <u>Jacob Lehman</u>
Title: <u>Planner III</u>	Title: <u>President</u>
Address: <u>220 Clay Street</u>	Address: <u>1422 Ashland Ave</u>
<u>Cedar Falls, IA 50613</u>	<u>Waterloo, IA 50613</u>
Telephone: <u>319-268-5184</u>	Telephone: <u>319-235-6163</u>
Email: <u>Thomas.Weintraut@cedarfalls.com</u>	Email: <u>lehmane@hotmail.com</u>

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Name; Lehman Trucking & Excavating INC.

By: Jacob Lehman

Its: President

Date: 4/15/24

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Daniel Laudick, Mayor

Attest: \_\_\_\_\_

Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

**Exhibit "A"**

March 22, 2024

RE: Demolition  
Properties: 523 West First Street

Sent Via email

The City of Cedar Falls is requesting RFPs for the demolition of 523 West First Street and gravel removal from the lot adjacent to the east. The structure will be tested for asbestos and any asbestos containing materials we be removed. We would like your firm to submit a proposal for the demolition of the house, garage, and the removal of gravel from the adjacent lot to the east.

If you wish to submit a proposal, please complete, and sign both copies of the Informal Project Contract and return them to me by noon on **April 5, 2024**. The firm will be selected on the basis of lowest proposed fee. Once a bid has been accepted a formal contract will be provided to the bidder and will be presented for Council approval in May. Notice to Proceed on the project will be issued after the contract has been approved by City Council. Demolition must be completed within 25 working days of issuance of Notice to Proceed.

Sincerely,



Thomas Weintraut, AICP  
Planner III

## Exhibit "B"

Contractor: Lehman Trucking & Excavating INC.

Address of Contractor: 1422 Ashland Ave Waterloo, IA 50703

The undersigned Contractor, having examined and determined the scope of the contract documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the attached contract documents, and to do all work at the listed prices.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

BID			EST.	EXTENDED
ITEM	DESCRIPTION	UNITS	QUANTITY	PRICES
	Demolition of an 829 sq. ft. one story house built in 1935 with 520 sq. ft. basement. Demolition of a 280 sq. ft. detached concrete garage built in 1957. The complete removal of the full basement and provide designated landfill or recycling site. Complete removal of all fencing, landscaping around house and garage, curb cut, and curb cut gravel on adjacent lot to the east. Reconstruction of approximately 60 feet of curb along 1 <sup>st</sup> Street Coordinate with the Iowa Department of Transportation for any necessary lane closures and permits. Coordinate with Cedar Falls Utilities for removal of Utilities. Obtain Demolition permit. \$10 Restore the site to the existing grade and seed the property			
			<b>TOTAL</b>	\$19,054

The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows: Tiedt Nursery Seeding and B&B Builders Concrete Contractors for pouring curb/gutter, and any sidewalk broken.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Governmental Jurisdiction(s):**

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, 220 Clay Street, Cedar Falls, IA 50613

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Nonwaiver of Governmental Immunity**

We expressly agree and state that the purchase of this policy and including the governmental jurisdiction(s) shown in the schedule as an additional insured does not waive any of the defenses of governmental immunity available to the jurisdiction(s) under Code of Iowa Section 670.4 as it now exists and it may be amended from time to time.

**Claims Coverage**

We further agree that this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**Assertion of Government Immunity**

The governmental jurisdiction(s) 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 us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the governmental jurisdiction(s) shown in the schedule.

**Non-Denial of Coverage**

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the governmental jurisdiction(s) shown in the schedule under this policy for reasons of governmental immunity unless and until a court competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the governmental jurisdiction(s) shown in the schedule.

**No Other Change in Policy**

We and the governmental jurisdiction(s) shown in the schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.





## 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

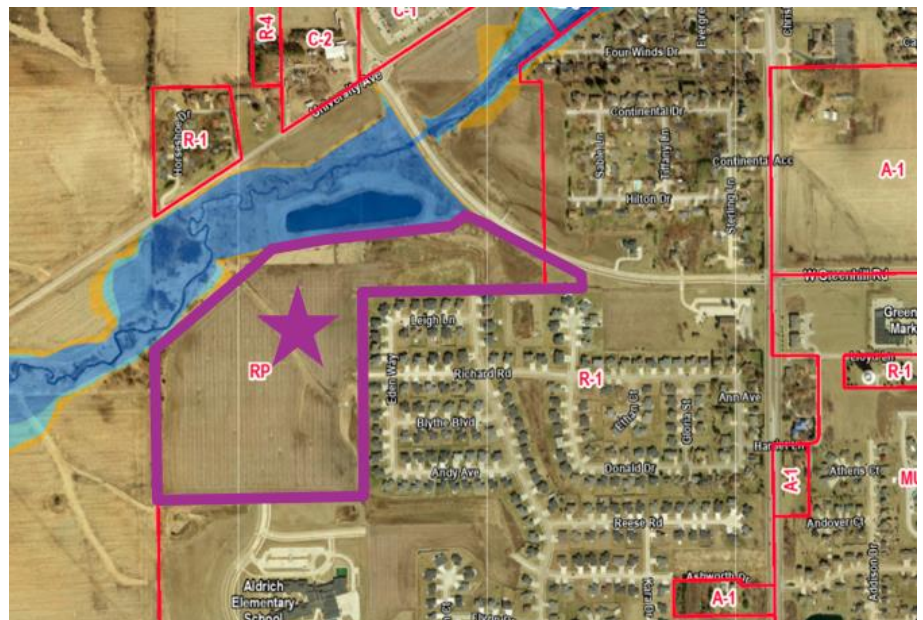
#### *Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Jaydevsinh Atodaria (JD), AICP, City Planner II  
 Matthew Tolan, Civil Engineer II  
**DATE:** May 6, 2024  
**SUBJECT:** Preliminary Plat for Panther West Additions (PP23-009)

**REQUEST:** To approve Panther West Additions Preliminary Plat (PP23-009)  
**PETITIONER:** Brent Dahlstrom, Owner; Brewer Civil LLC, Engineer  
**LOCATION:** The property is located south of Greenhill Road and North of Aldrich Elementary School

### PROPOSAL

It is proposed to subdivide the 54.79 acres (as highlighted in the image to the right) of property located south of Greenhill Road and north of Aldrich Elementary School to create 131 residential lots. It is intended to develop the subject property with detached single-family dwelling units and a tract intended to be dedicated to the City for a future public trail.



### BACKGROUND

Panther Builders LLC has submitted a preliminary plat for Panther West Additions for review. The subject property was recently rezoned from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residential District for detached single-family dwelling units. The RP Zoning for the area was approved by the City Council on March 4, 2024, along with the approval of an RP Master Plan for the subject property and the development procedures

agreement that includes the agreed-upon standards and conditions for the development. Both the RP Master Plan and the agreement document are attached in the packet for reference.

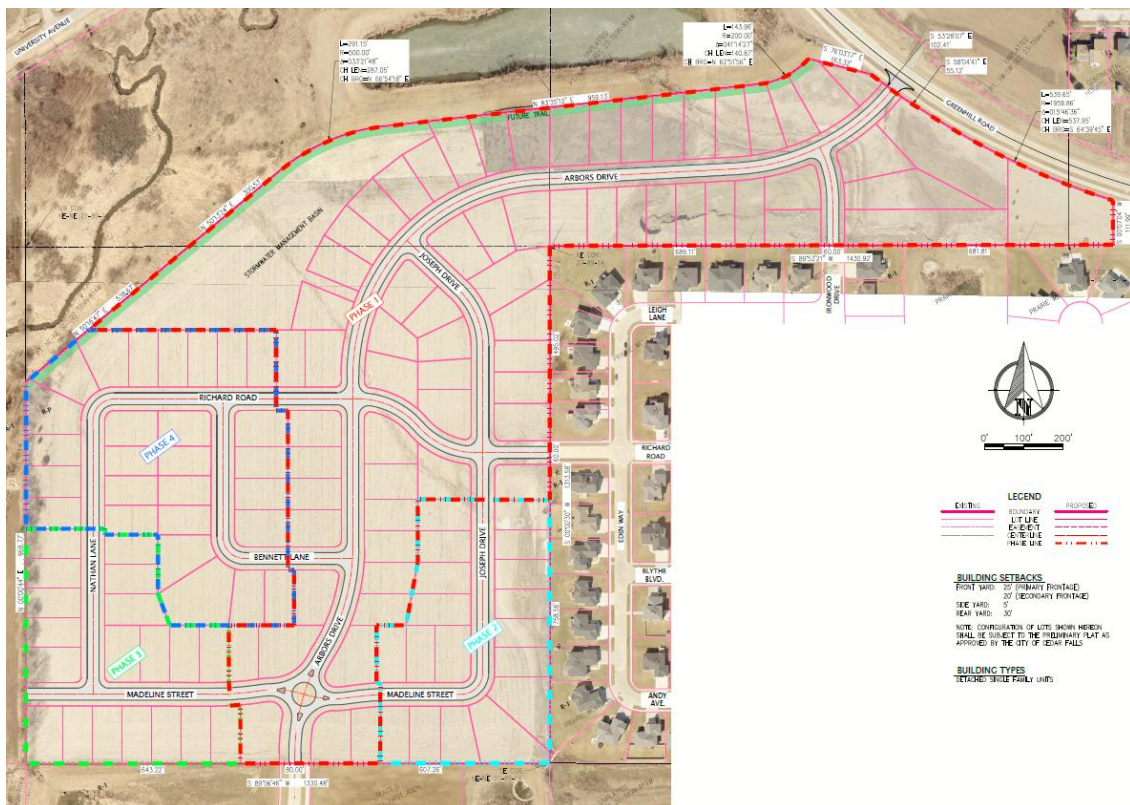
The developer now requests approval of the preliminary plat for the subject property.

### STAFF ANALYSIS

#### Zoning

The proposed subdivision plat includes 131 lots on 54.79 (approx.) acres of land which will be accessed via Greenhill Road from the north, Richard Road from the east, Arbors Drive, and Ironwood Drive from the south. The property is zoned RP, Planned Residential which permits a variety of uses subject to an approved master development plan.

The purpose of the R-P Planned Residence District is to permit the establishment of multi-use and integrated-use residential developments and to provide for the orderly planned growth of residential developments in larger tracts of land. The RP District allows flexibility in the types of dwellings, lot sizes, building heights, and setbacks. However, 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, and a developmental procedures agreement. It is also intended 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. The proposed preliminary plat aligns well with the recently approved RP Master Plan (See the approved RP Master Plan image below for reference) and the developmental procedures agreement.

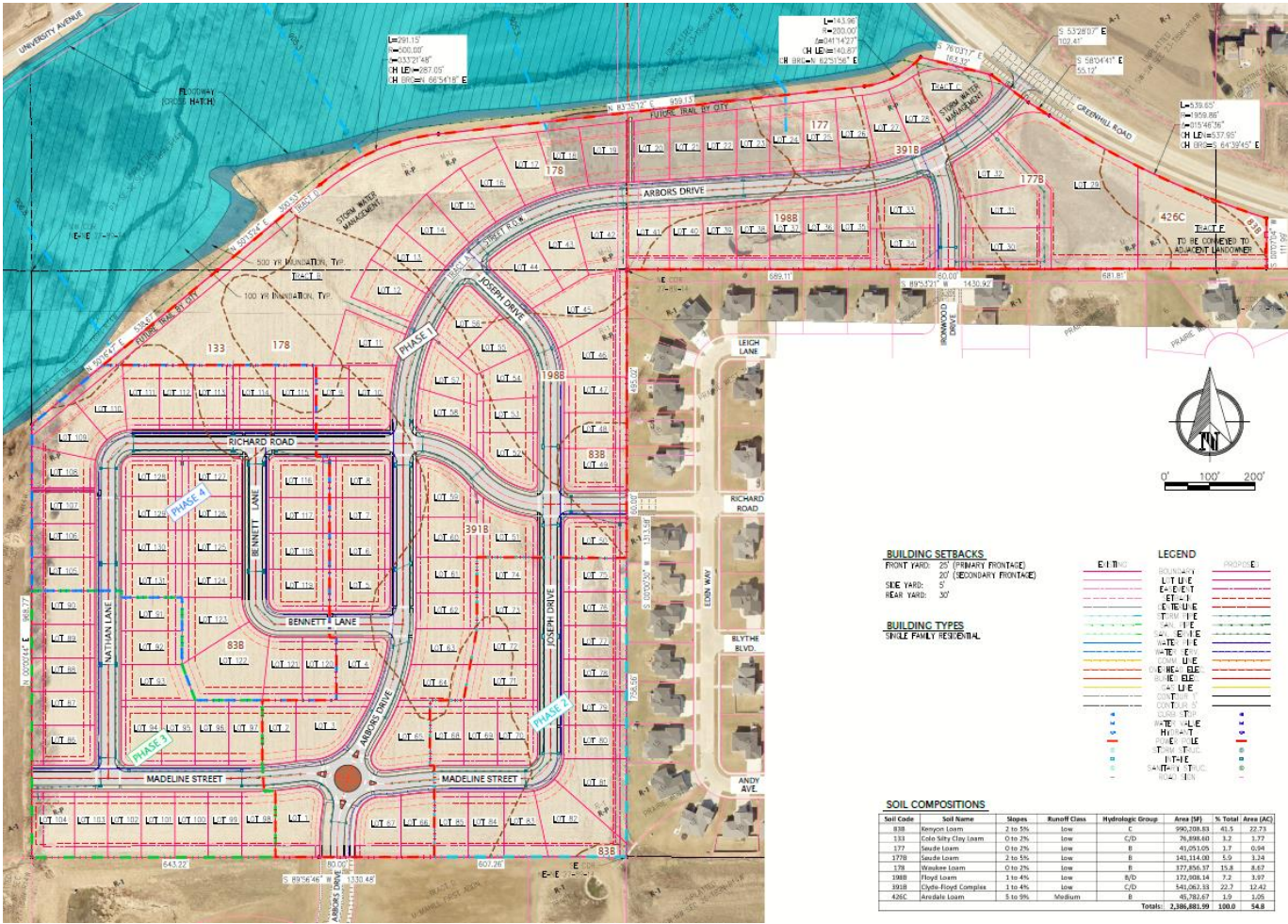


Setbacks equal to what is required in the R-4 Zoning District are required around the perimeter of the RP District. Therefore, where lots back up to the perimeter of the development, the setback is 30 feet to match the rear yard setback and the setback is 10% of the lot width, where lots back up to the perimeter of the development to match the side yard setback in the R-4 Zone. Staff notes that the perimeter setback needs to be labeled on the Preliminary Plat. The deed of dedication and the preliminary plat will outline the minimum building setback standards for all lots in the subdivision (detailed below). The lots as proposed satisfy minimum lot width and area criteria as specified in R-P Planned Residence District.

**Subdivision Design**

Street layout and connectivity:

The street layout is one of the most important aspects of the proposed master plan as it should demonstrate a well-connected street pattern with multiple, direct routes between neighborhood destinations with a phasing plan that ensures that critical street routes are completed first to reduce traffic congestion, encourage safe walking and biking, improve emergency access and response times, and allow for the timely provision of essential infrastructure. Better street connectivity also opens the possibility of development to surrounding undeveloped/unplatted areas.



The proposed preliminary plat (see image above for reference) follows the approved RP Master Plan for the subject property to ensure better street layout and connectivity. Arbors

Drive will be extended northward to W. Greenhill Road. Richard Road will be extended westward into the proposed development and Ironwood Drive will be extended northward to connect to W. Greenhill Road. All these street extensions allow both the proposed development and the adjacent developments east and south of the subject property with alternative routes to and from the area, distributing the traffic in the neighborhood and more importantly providing needed street connections to navigate between the subdivisions. Staff notes that the proposed extension of streets as noted above will address the missing critical connections for the surrounding land uses including Aldrich Elementary School.

In addition, Madeline Street will be extended westward from Arbors Drive, providing a connection opportunity for future development with all city services being stubbed to the western boundary of the subject property.

A traffic circle will be incorporated at the intersection of Arbors Drive and Madeline Street as part of the proposed subdivision construction in phase 1. Work will include a mountable intersection that will allow larger vehicles to pass through the intersection without impedance. The traffic circle will assist with traffic calming along Arbors Drive adjacent to Aldrich Elementary. The traffic circle will also assist pedestrian users with shorter crossing distances and separate lanes.

Public Sidewalks:

To provide continuity for pedestrian circulation, public sidewalks will be extended. With the proposed plat, the developer will be continuing to extend a 10 foot-wide trail from the McMahill Plat along the east of Arbors Drive and transition it to 6 feet wide sidewalk along the east side of the proposed northward extension of Arbors Drive in Panther West. The 6-foot-wide sidewalk will be extended northerly to the Greenhill Road trail system. Besides this, a 4-foot-wide sidewalk will be placed along all street frontages as required by the City's subdivision code. The deed of dedication will outline the details of the provision of sidewalks throughout the subdivision.

Future Public Trail:

As per the approved RP Master Plan and developmental procedures agreement for the subject property, the developer has included Tract D, which will be dedicated to the City of Cedar Falls for a future public trail along the northern boundary of the subdivision. This Tract will be developed and dedicated to the City in Phase 1 of the project. However, the trail will be added at a later date by the city. Tract D is located between the lots (in the proposed subdivision) and the floodway area (north of the proposed subdivision boundary). Staff notes that careful grading is done to ensure that no encroachment of any grading work is done in the floodway area (north of the proposed subdivision boundary).

The Developer will be responsible for providing two trail through connections from the internal roadway to the proposed Tract D, via a 6 ft. wide concrete sidewalk, 6 inches thick, and 15 ft. wide Tracts E and F. Both Tracts E and F will owned by the Panther West Addition Homeowners Association and maintained for public access to the future trail in Tract D. These connections will allow future residents in the area direct access to the trail. As the trail is built, it may promote pedestrian vs vehicular travel to the future City Park and Aldrich Elementary School (south of the proposed subdivision).

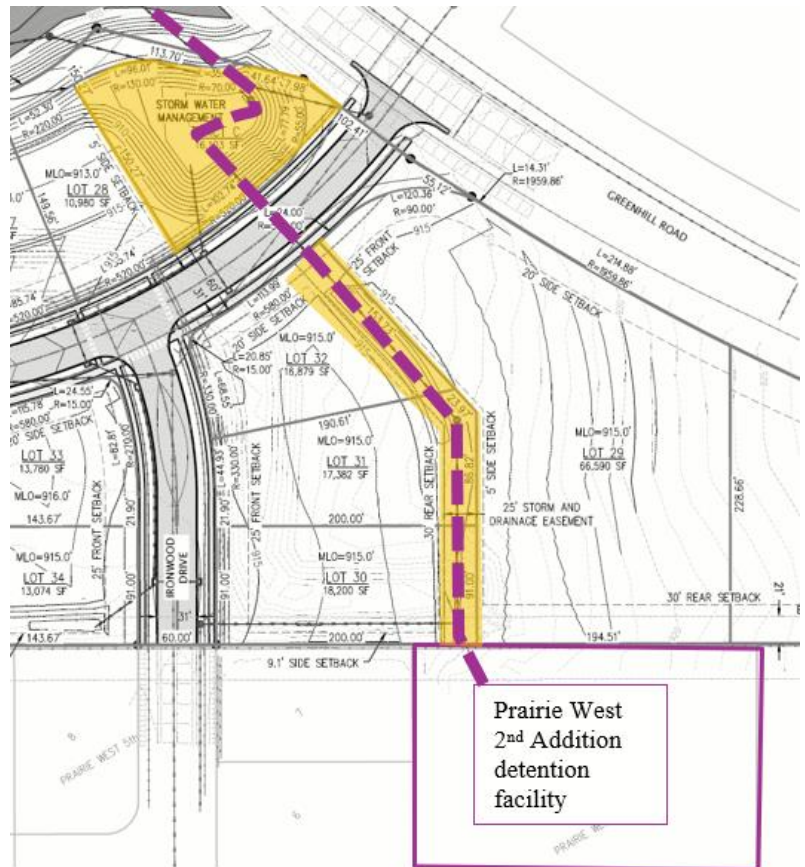
Staff notes that the pedestrian connection from Tract F to Tract D will be across the drainage easement. The sidewalk connection will need a small culvert, which will be sized for the proposed grade as it will be perpendicular to the drainage swale, thus creating a levelled space

for public egress to Tract D. The applicant has indicated that the same will be addressed with the construction plan of that phase.

The deed of dedication will outline the conditions under which the City will accept this trail tract area as it must be graded and seeded according to City standards to provide a level space for future use and maintenance.

### Stormwater Management:

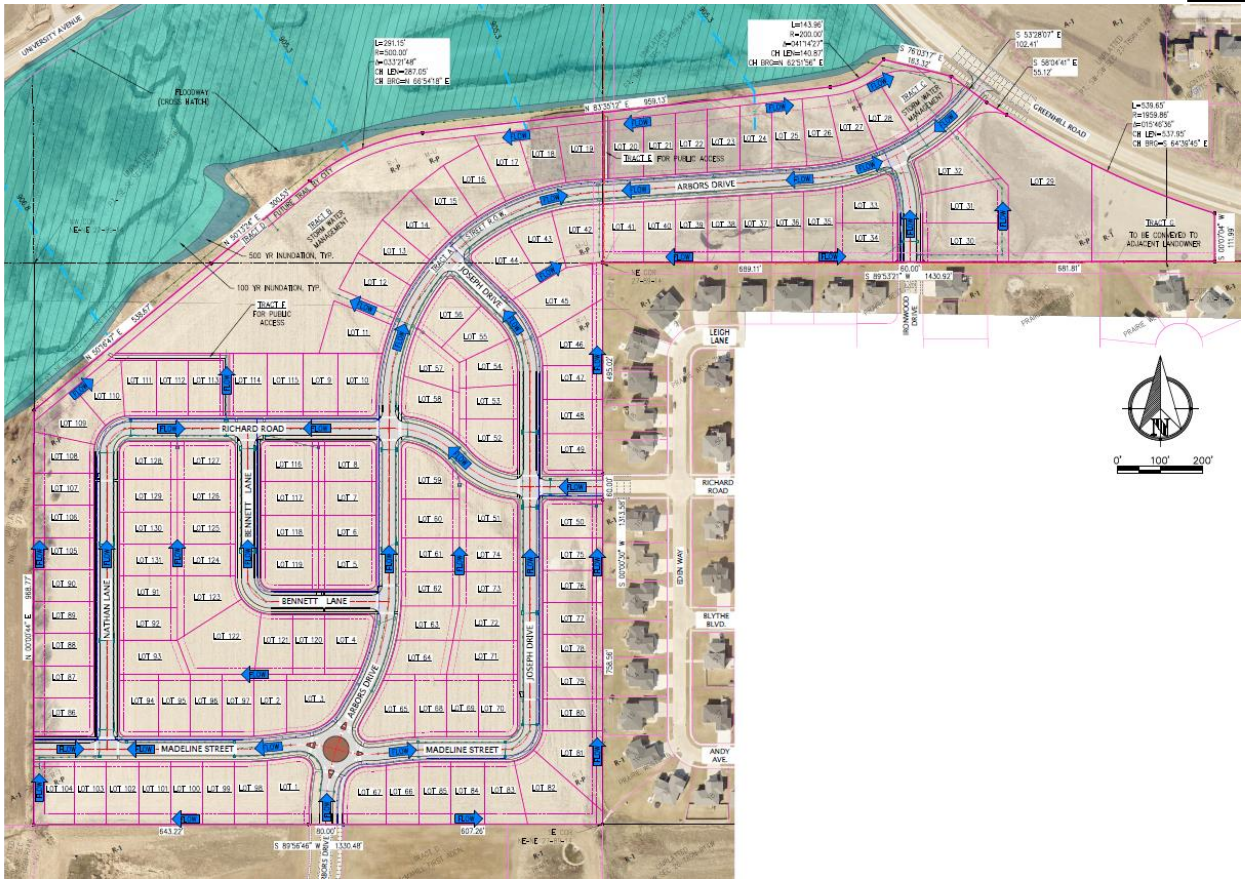
The overall development will utilize two regional detention facilities (Tract B and C on the proposed plat) that will be constructed to collect stormwater from the street network by intakes or captured by overland swales within protected drainage easements to be conveyed to the regional detention area. Tract B will collect the majority of the preliminary plat boundaries and Tract C will collect the far easterly side of the development near the intersection of Arbors Drive and Ironwood Drive. Tract C also accounts for the collection and bypass of the Prairie West Addition detention facility (located south of proposed Lot 29). The Prairie West 2nd Addition basin currently outfalls by overland flow that will be rerouted into the proposed Panther West Addition's storm sewer network and released into proposed Stormwater Management area (Tract C) with a new outfall into the northerly City property (see image to the for additional reference)



Overland drainage routes are present throughout the proposed Panther West Addition and overall conveyance of the tracts will be released to the northern City property. A Maintenance and Repair Agreement (MRA) will be established between the City and developer, prior to the final plat, for the detention facilities to be maintained by the associated benefited properties the basins serve.

During construction, both the basins (Tract B and C) will be established in the first phase of construction. It will become the responsibility of the developer not to impede the flow of the existing detention facility located in Prairie West 2nd. It will also be the developer's responsibility to create and maintain a Storm Water Pollution Prevention Plan that will limit onsite erosion from construction-related activities, as outlined by the City Code. Compliance with these requirements will help to reduce sedimentation within the stormwater facilities.

The applicant has added a Drainage Map exhibit in the packet as per request at the last Planning and Zoning Meeting on March 27<sup>th</sup>, 2024. This exhibit shows how the stormwater will be managed for the entire development. See below image for reference.



Sanitary Sewer

The sanitary sewer will be extended from Greenhill Road into this subdivision. The sewer will be extended along Arbors Drive and Ironwood Drive. Then the sanitary will continue southwesterly and extend along Arbors Drive, Joseph Drive, Richard Road, Bennett Lane, Nathan Lane, and then Madeline Street. The sanitary sewer will be extended to the limits of the plat on the westerly edge of Madeline Street, per the City's subdivision ordinance to accommodate future growth.

Utilities

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, electric, gas, and communication services are available at the site. The developer is responsible for the construction of a properly sized water system from the 12" water main on the north end of Arbors Drive, the west end of Richard Road, the north end of Ironwood Drive, and the west side of Greenhill Road to and throughout the proposed addition. The water main will need to be to tie into the existing water main on the east side of Arbors Drive. The water main will be installed on the north/west side of the roads throughout the development. The developer will install electric and gas utilities throughout the addition. The fire hydrant and valve placement locations will need to be finalized during the water construction plan review. The developer is responsible for the cost of the streetlight installations required for any City streets.

Easements:

The proposed preliminary plat shows easements to provide access to services for the development of the subject property. Most of the lots will have drainage easements either along the side property line or rear property line. The plat also labels access easement, and electrical

transmission easement on several lots. No encroachments including building structures, overhang of a structure, fences, landscaping shrubs/trees, driveways, private gardens, or any other obstruction will be allowed in any easement.

### **Subdivision Phasing**

The development has four phases. The first phase includes the extension of critical street connections including the extension of Richard Road, Ironwood Drive and Arbors Drive into the proposed development. Phase 1 will include the development of 67 detached single-family dwelling units, two tracts for Stormwater Management, a tract for conveyance to adjacent landowners, and a tract for a Future Public trail. Phases 2 and 4 will include the development of 18 and 27 detached single-family dwelling units respectively. Phase 3 will include the development of 19 detached single-family dwelling units and an extension of Madeline Street up to the western boundary of the subdivision. The proposed phasing aligns well with the approved RP Master Plan. The extensions of critical street infrastructure in Phase 1 of the project will likely ease traffic from existing development to the east and provide access to Aldrich Elementary School from both Greenhill Road and Richard Road.

### **Lot Standards**

As per the R-P, Residential Planned zoning district, there are no minimum yard or height requirements except that the minimum yards, as specified in the R-4 residence district shall be provided around the boundaries of the planned residence district. The perimeter setbacks are described in the zoning section above.

#### Minimum principal building setbacks:

The developer proposes the following minimum setbacks for all the lots in the development.

- Minimum Front Yard setback = 25 feet (Primary frontage as shown on the plat)
- Minimum Front Yard setback = 20 feet (Secondary frontage as shown on the plat)
- Minimum Side Yard setback = 5 feet
- Minimum Rear Yard setback = 30 feet

City staff finds that the setbacks will be appropriate for the development being like setback requirements for single-family dwellings in the R-4 District. All setback information is labeled on the plat for additional reference. However, staff notes that a label showing the perimeter setback line along the periphery of the proposed subdivision must be shown on sheet PP-2.

#### Lot size:

As per the R-P District standards, the lot area requirements of the R-4 District shall apply. In the R-4 District, detached single-family units require a minimum of 6000 square feet. The proposed lot sizes in the development vary from 10,125 sq. ft. to 66,590 sq. ft. All proposed lots exceed the requirements of the RP District.

#### Driveways:

As per the approved Development Procedural Agreement for the subject property, the developer will have to ensure driveway curb cuts spacing requirement. Staff notes that some of the corner lots located along Arbors Drive will need to maintain a minimum driveway separation of 75'-0 from the opposing street as per SUDAS. The width of driveway may be reduced to maintain intersection clearance defined in SUDAS. Staff notes that the developer will be adding some language about restricting driveway widths for certain lots to meet driveway spacing

requirements and the same has been specified in the deed of dedication document. Staff also note that no direct driveway access shall be allowed on W. Greenhill Road for Lot 29.

Notification of Surrounding Property Owners:

City Staff sent a courtesy notice to the surrounding property owners on March 18<sup>th</sup>, 2024.

TECHNICAL COMMENTS

The petitioner's engineer has previously submitted a stormwater management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's subdivision requirements and also finds that the design will improve the drainage pattern that has developed over the years on this undeveloped parcel of land.

The draft deed of dedication has been submitted with the packet. The wording of this document will be dependent on the conditions and specifications of the plat as recommended by the Planning and Zoning Commission.

RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted preliminary plat for Panther West Additions (PP23-009) as per staff's recommendation at their regular meeting on April 10<sup>th</sup> 2024 with a vote of 8 ayes and 0 nays.

PLANNING & ZONING COMMISSION

Introduction & Discussion  
03/27/2024

Chair Hartley introduced the first item, the Preliminary Plat for Panther West Additions. Mr. Atodaria, Planner II, provided background information on the case. He explained that recently the subject property was rezoned to RP and was approved subject to the RP Master Plan and the development procedures agreement. Mr. Atodaria mentioned that the proposed plat will create 131 detached single-family lots, and the development will be done in four phases. He also explained that the 1st Phase will address three critical street connections that would allow the distribution of traffic within the neighborhood. Mr. Atodaria also noted that Tract B, located along the northwest edge of the development adjacent to the Dry Run Creek corridor will be conveyed to the City with the final plat for the 1st Phase for a future public trail. Two sidewalk connections will be extended from the public streets to provide access for neighborhood residents to the future trail. These sidewalk connections are shown on the plat as tracts that will be maintained by the homeowners' association. Mr. Atodaria described how stormwater will be managed for the proposed subdivision and noted a few minor outstanding issues. Staff recommended continuing the discussion at the next meeting.

Moser asked staff to clarify why is the sidewalk along Arbors Drive being reduced from a 10 ft wide sidewalk to a 6 ft wide sidewalk. Ms. Howard mentioned that 4-foot-wide sidewalks are typically required along public streets within a residential subdivision. In this case a 10-foot trail was provided next to the school in the subdivision to the south, but staff recommends reducing it to 6-feet through this development to provide some extra width, but 10 feet may not be necessary further from the school given the greater cost and maintenance involved. Sorenson inquired about who will be responsible for adding the sidewalk. Ms. Howard stated that sidewalks are constructed along the frontage of each lot by the home builder when a home is constructed.

Sorenson also asked about the thoughts behind the proposed roundabout in the development. Mr. Atodaria explained that because of the proximity to the school, a traffic calming along Arbors Drive would allow more safety for pedestrians. Ms. Howard added that on such a long stretch of road, it is important to think about traffic calming up front.



The developer proposes a solution for traffic calming and the City reviews it for the appropriateness for the specific location. In this case, the developer proposed a small roundabout to address traffic calming.

Henderson asked about easements in the proposed subdivision. Mr. Atodaria described all the easements illustrated on the plat. Henderson also asked about past concerns about street connections to Aldrich Elementary School. Ms. Howard agreed that there has been concern about missing segments of street that would help relieve traffic congestion. She explained that the proposed subdivision will be addressing several critical connections to the school in the 1st phase, as well as providing better distribution of traffic throughout the neighborhood.

Public attendee Todd Coulter mentioned that he and some of his adjacent neighbors have some concerns about the proposed drainage easements abutting their properties and asked how this stormwater will be managed on the lots. The developer's engineer Nick Brewer answered that the drainage easement will be entirely on the proposed lots. Mr. Brewer also noted that there is currently a temporary stormwater basin in that location, but the proposed lots will be re-graded to provide a drainage path for the stormwater, which will be directed to the proposed detention basin in the north-west area of the development. The developer's representative Kevin Fittro mentioned that there will be a 25 ft drainage easement that will be free of any structures including fences. Ms. Howard mentioned that the developer's engineer can prepare a stormwater management exhibit that the staff can bring to the next meeting (April 10, 2024) for better clarification and understanding of stormwater management.

Discussion  
& Vote  
04/10/2024

Chair Hartley introduced the item and Mr. Atodaria provided background information. He explained that this plat was discussed at the last meeting and briefly discussed the plat details. He noted that it is proposed to subdivide the property to create 131 residential lots to develop the area with detached single-family dwelling units. He discussed setbacks, phasing, street layout and connectivity, as well as future public trail and sidewalks. He briefly reviewed the stormwater management plan and easements. Staff recommends approval of the proposed preliminary plat subject to any comments or direction from the Planning and Zoning Commission and conformance to all city staff recommendations.

Grybovych asked how the density compares to other newer developments in the City. Mr. Atodaria and Ms. Howard explained that this is similar to other single family developments. Grybovych also asked if the size of the development would trigger conversation about adding a park. Mr. Atodaria discussed that parkland was dedicated to the City in recent years just south of the proposed development directly west of Aldrich Elementary School.

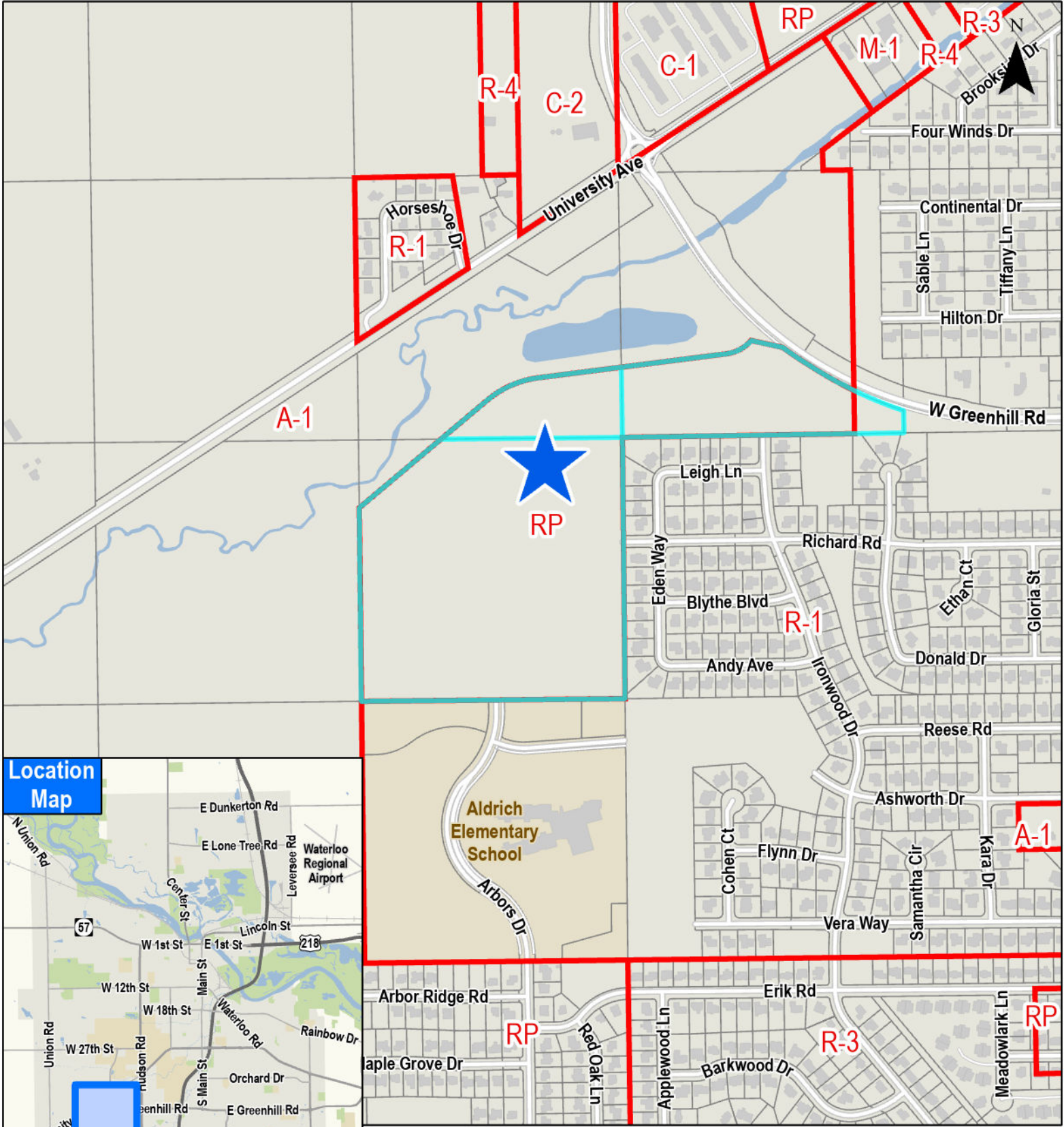
Kevin Fittro, Panther Farms, explained that this is the same zoning and requirement of lot size as the Arbors development is south of the school. He noted that they have spoken to the neighbors and answered any questions they've had.

Sorensen made a motion to approve the item. Leeper seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

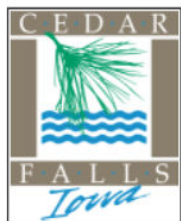
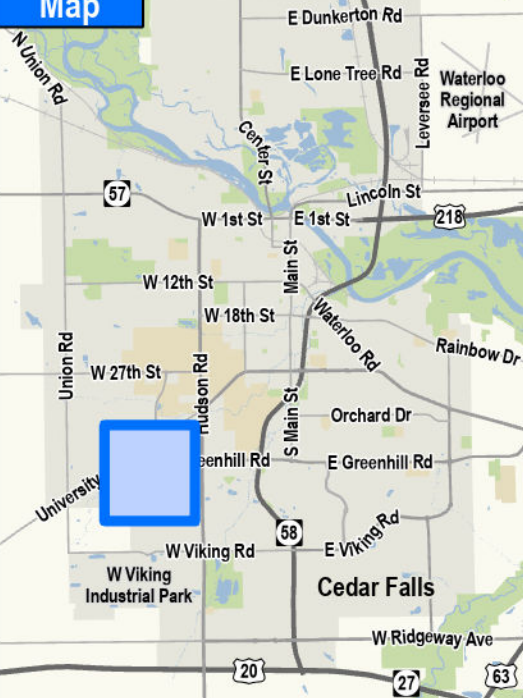
# Cedar Falls Planning and Zoning

## March 27, 2024

Item 41.



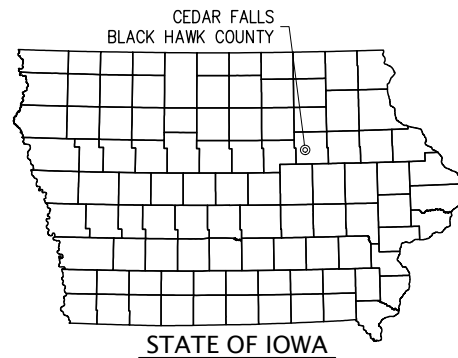
### Location Map



## Preliminary Plat for Panther West Additions (PP23-009)

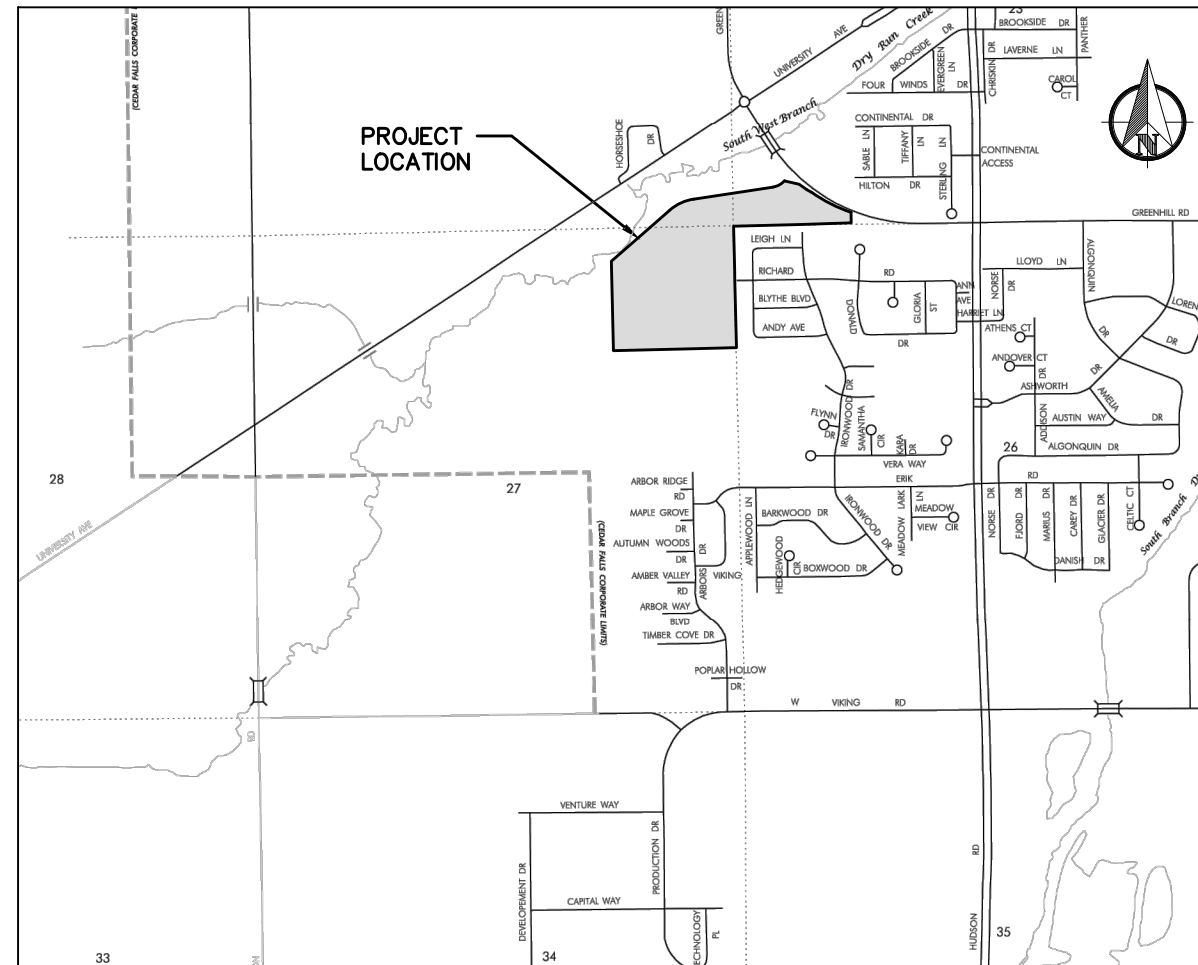
# PRELIMINARY PLAT FOR PANTHER WEST ADDITIONS TO THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

PN: PROJECT #  
2024\_0403



**NOTES**

1. THIS PRELIMINARY PLAT IS A CONCEPTUAL REPRESENTATION OF THE PROPOSED DEVELOPMENT. ANY FINAL PLAT AND RELATED IMPROVEMENTS REQUIRED BY THE DEVELOPMENT SHALL MEET THE REQUIREMENTS OF THE CITY OF CEDAR FALLS
2. FINAL EASEMENT SIZING SHALL BE REVIEWED AT TIME OF FINAL PLATTING. SIZING SHOWN IS BASED ON ASSUMED DEPTH AND SIZES OF UTILITIES
3. TRACK A SHALL BE DEDICATED TO THE CITY OF CEDAR FALLS FOR PUBLIC RIGHT-OF-WAY
4. TRACTS B & C SHALL BE USED FOR STORM WATER DETENTION/RETENTION AND OVERFLOW ROUTING. FINAL SIZING IS DEPENDENT ON AN APPROVED STORM WATER MANAGEMENT REPORT.
5. TRACT D SHALL BE DEDICATED TO THE CITY OF CEDAR FALLS FOR A FUTURE PUBLIC TRAIL.
6. TRACT E & F SHALL BE USED FOR PUBLIC ACCESS TO THE FUTURE TRAIL WITH SIDEWALK PROVIDED BY THE DEVELOPER AND MAINTENANCE AND REPAIRS PROVIDED THEREAFTER BY THE PANTHER WEST HOA.
7. TRACT G SHALL BE CONVEYED TO ADJACENT LANDOWNER DIRECTLY SOUTH.
8. ALL LOT FRONTAGE (INCLUDING DOUBLE FRONTAGE), SHALL HAVE A 10' PUBLIC UTILITY EASEMENT FROM THE PROPERTY LINE INTO THE LOT UNLESS NOTED AS GREATER ON THIS DOCUMENT.
9. ALL UTILITY EASEMENT SHOWN ARE SUBJECT TO UTILITY APPROVAL AT TIME OF FINAL PLATTING.
10. TRAFFIC CALMING MEASURES INCLUDE IMPLEMENTATION OF ROUNDABOUT AND PROVIDING REDUCED STRAIGHT SECTIONS OF ROADWAY.



**LOCATION MAP**  
CEDAR FALLS, IOWA  
NTS

Sheet List Table	
Sheet Number	Sheet Title
PP-1	COVER
PP-2	PRELIMINARY PLAT - SITE MAP
PP-3	PRELIMINARY PLAT - SOUTH
PP-4	PRELIMINARY PLAT - NORTHWEST
PP-5	PRELIMINARY PLAT - NORTHEAST

**LEGAL DESCRIPTION**

Northeast Quarter of the Northeast Quarter of Section 27, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part lying within 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902.

And

All that part of the South one-half of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 and Doc. #2013-12296 as shown and depicted on Plat of Survey Doc. #2013-13902.

Containing 54.79 Acres

**CURRENT ZONING**

R-P

**AVERAGE LOT SIZE**

13,000 SF / 0.30 ACRES (FIGURE EXCLUDES ALL TRACTS)

PREPARED FOR



**DEVELOPER**

PANTHER FARMS, LLC  
PO BOX 128  
CEDAR FALLS, IOWA 50613

**CIVIL ENGINEER**

BREWER CIVIL, LLC  
2920 McCLAIN DRIVE  
CEDAR FALLS, IOWA 50613  
ENGINEER: NICK BREWER, PE  
319.575.2725



PP-1

2024\_0403  
FINAL SUBMITTAL

	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.	
	Nicholas C Brewer, P.E.	LICENSE NO. 28034
	Signature	Date
	My License renewal date is: <u>DECEMBER 31, 2024</u>	
Pages or sheets covered by this seal:		339

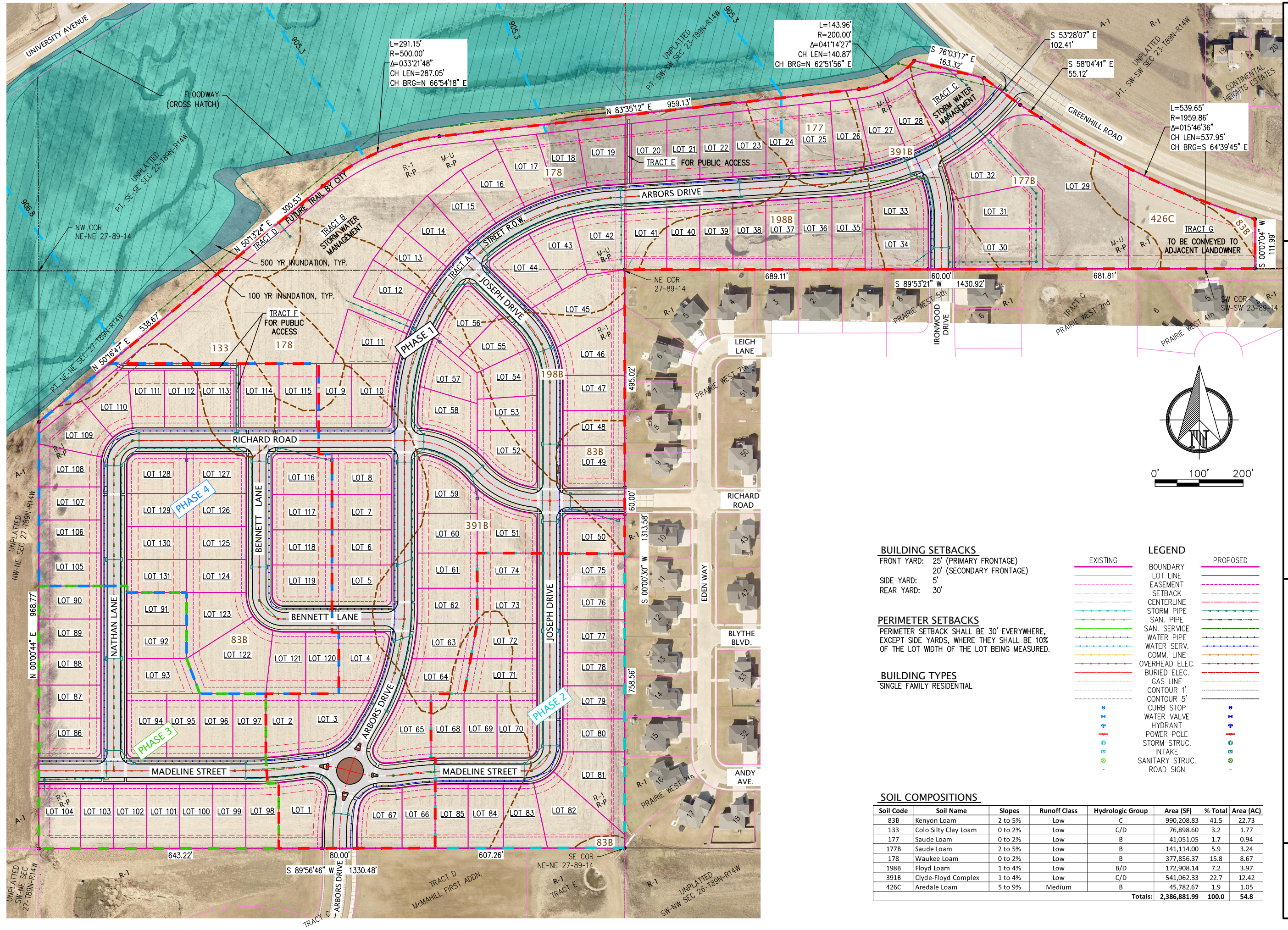


PRELIMINARY PLAT - SITE MAP

PANTHER WEST ADDITIONS

PANTHER FARMS, LLC  
PN - PROJECT #

PP-2  
2024.0  
FINAL SUBM 340



**BUILDING SETBACKS**  
 FRONT YARD: 25' (PRIMARY FRONTAGE)  
 20' (SECONDARY FRONTAGE)  
 SIDE YARD: 5'  
 REAR YARD: 30'

**PERIMETER SETBACKS**  
 PERIMETER SETBACK SHALL BE 30' EVERYWHERE,  
 EXCEPT SIDE YARDS, WHERE THEY SHALL BE 10%  
 OF THE LOT WIDTH OF THE LOT BEING MEASURED.

**BUILDING TYPES**  
 SINGLE FAMILY RESIDENTIAL

**LEGEND**

EXISTING	PROPOSED
(Pink dashed line)	(Pink solid line)
(Blue dashed line)	(Blue solid line)
(Green dashed line)	(Green solid line)
(Red dashed line)	(Red solid line)
(Yellow dashed line)	(Yellow solid line)
(Cyan dashed line)	(Cyan solid line)
(Magenta dashed line)	(Magenta solid line)
(Black dashed line)	(Black solid line)
(Blue dashed line with cross)	(Blue dashed line with cross)
(Red dashed line with cross)	(Red dashed line with cross)
(Green dashed line with cross)	(Green dashed line with cross)
(Yellow dashed line with cross)	(Yellow dashed line with cross)
(Cyan dashed line with cross)	(Cyan dashed line with cross)
(Magenta dashed line with cross)	(Magenta dashed line with cross)
(Black dashed line with cross)	(Black dashed line with cross)

**SOIL COMPOSITIONS**

Soil Code	Soil Name	Slopes	Runoff Class	Hydrologic Group	Area (SF)	% Total	Area (AC)
83B	Kenyon Loam	2 to 5%	Low	C	990,208.83	41.5	22.73
133	Colo Silty Clay Loam	0 to 2%	Low	C/D	76,898.60	3.2	1.77
177	Saude Loam	0 to 2%	Low	B	41,051.05	1.7	0.94
177B	Saude Loam	2 to 5%	Low	B	141,114.00	5.9	3.24
178	Waukee Loam	0 to 2%	Low	B	377,856.37	15.8	8.67
198B	Floyd Loam	1 to 4%	Low	B/D	172,908.14	7.2	3.97
391B	Clyde-Floyd Complex	1 to 4%	Low	C/D	541,062.33	22.7	12.42
426C	Aredale Loam	5 to 9%	Medium	B	45,782.67	1.9	1.05
<b>Totals:</b>					<b>2,386,881.99</b>	<b>100.0</b>	<b>54.8</b>



PRELIMINARY PLAT - SOUTH

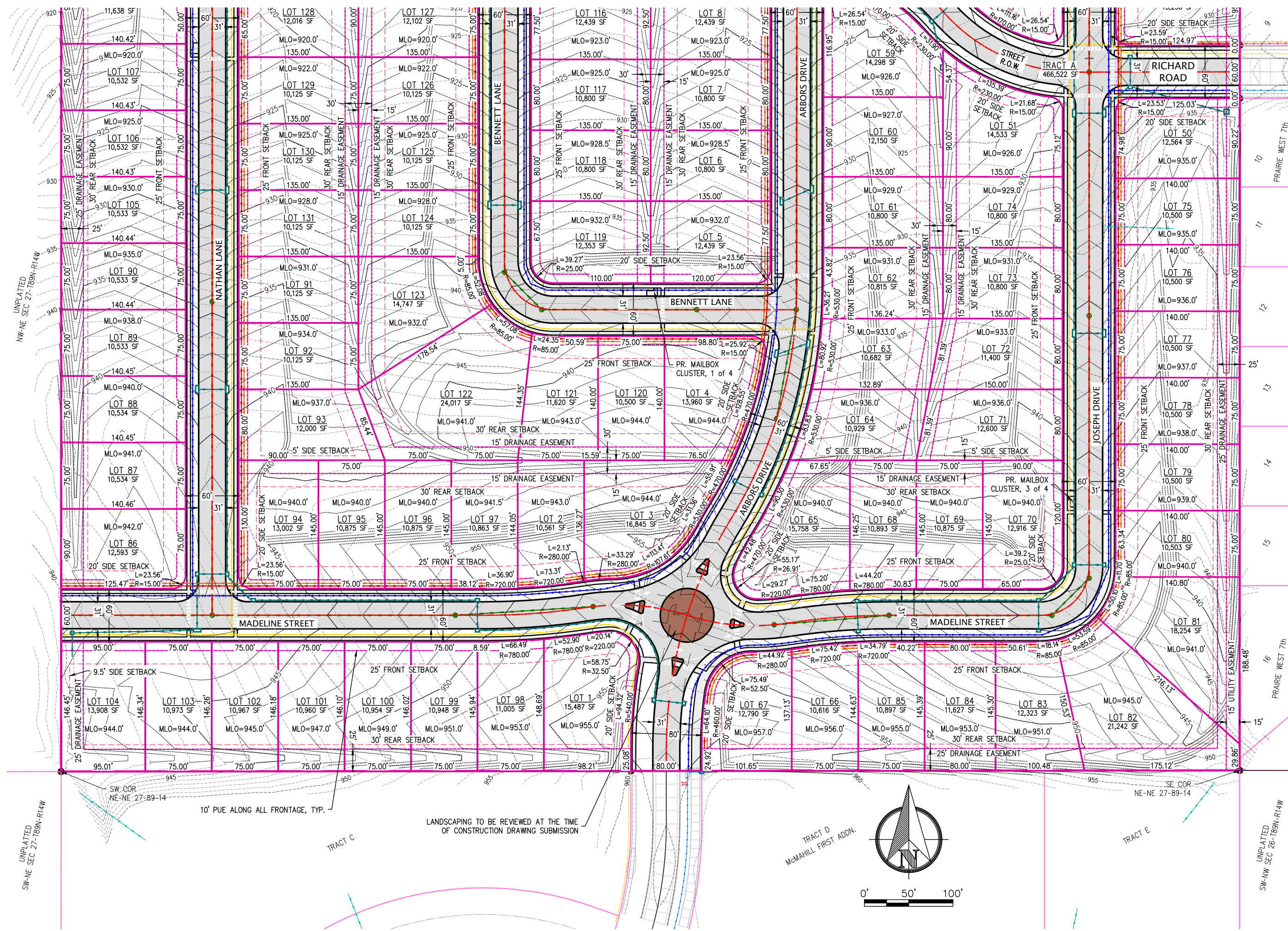
PANTHER WEST ADDITIONS

PANTHER FARMS, LLC  
P.N. PROJECT #

PP-3

2024.0  
FINAL SUBM

341



UNPLATTED  
NW-NE SEC 27-189N-R14W

UNPLATTED  
SW-NE SEC 27-189N-R14W

UNPLATTED  
SW-NW SEC 26-189N-R14W

10' PUE ALONG ALL FRONTAGE, TYP.

LANDSCAPING TO BE REVIEWED AT THE TIME  
OF CONSTRUCTION DRAWING SUBMISSION

TRACT D  
McMAHILL FIRST ADDN.

TRACT E

TRACT C

TRACT A  
466,522 SF

TRACT B  
466,522 SF

TRACT E

TRACT E

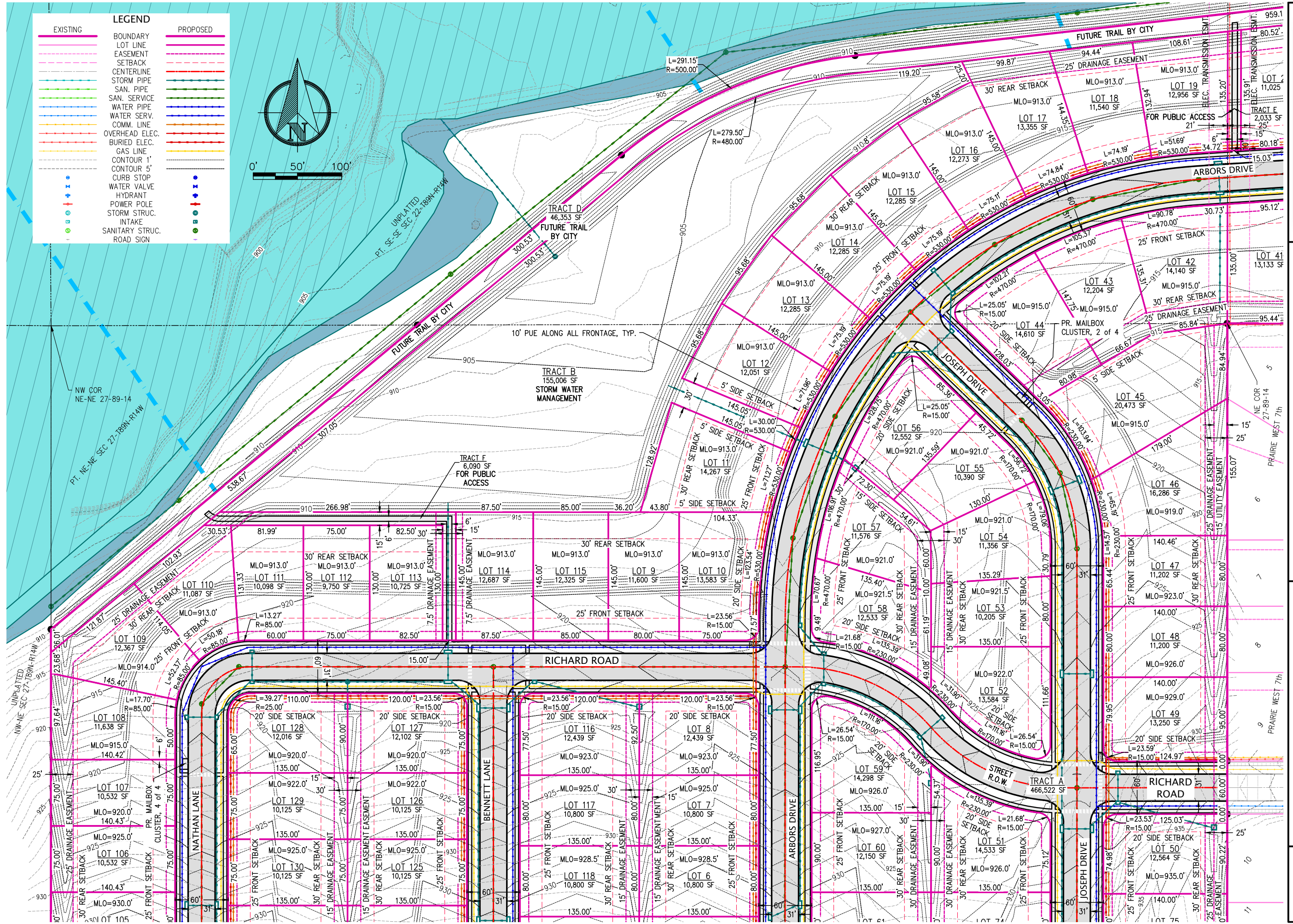
TRACT E



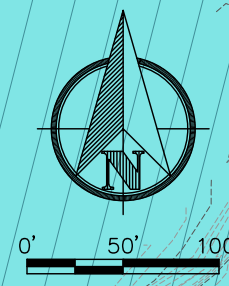
PRELIMINARY PLAT - NORTHWEST  
PANTHER WEST ADDITIONS

PANTHER FARMS, LLC  
P.N. PROJECT #

PP-4  
2024.0  
FINAL SUBM 342



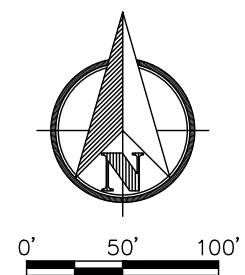
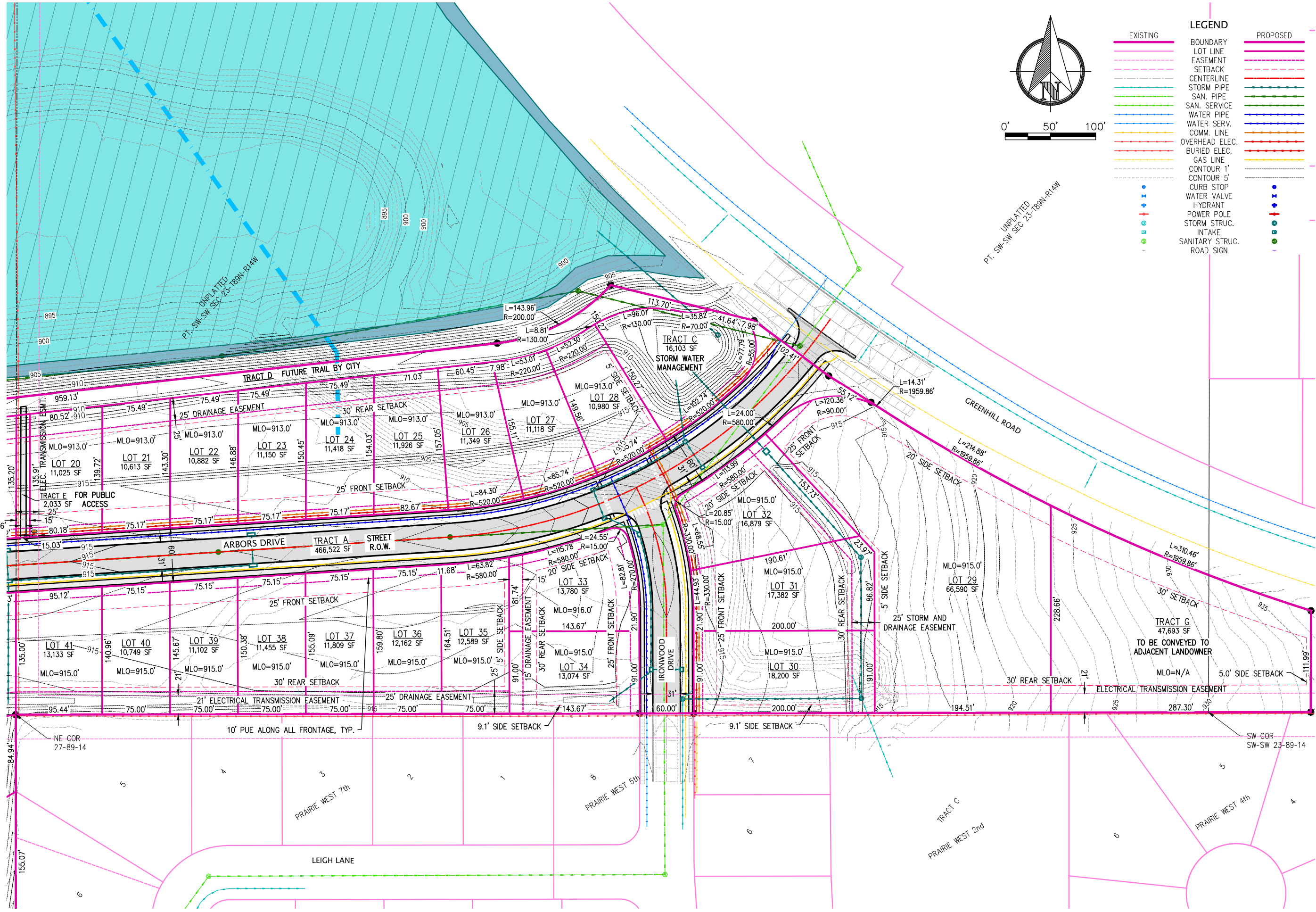
LEGEND	
EXISTING	PROPOSED
[Symbol]	BOUNDARY
[Symbol]	LOT LINE
[Symbol]	EASEMENT
[Symbol]	SETBACK
[Symbol]	CENTERLINE
[Symbol]	STORM PIPE
[Symbol]	SAN. PIPE
[Symbol]	SAN. SERVICE
[Symbol]	WATER PIPE
[Symbol]	WATER SERV.
[Symbol]	COMM. LINE
[Symbol]	OVERHEAD ELEC.
[Symbol]	BURIED ELEC.
[Symbol]	GAS LINE
[Symbol]	CONTOUR 1'
[Symbol]	CONTOUR 5'
[Symbol]	CURB STOP
[Symbol]	WATER VALVE
[Symbol]	HYDRANT
[Symbol]	POWER POLE
[Symbol]	STORM STRUC.
[Symbol]	INTAKE
[Symbol]	SANITARY STRUC.
[Symbol]	ROAD SIGN





PRELIMINARY PLAT -  
NORTHEAST  
PANTHER WEST ADDITIONS  
PANTHER FARMS, LLC  
PN: PROJECT #

PP-5  
2024.0  
FINAL SUBM 343



EXISTING	LEGEND	PROPOSED
	BOUNDARY	
	LOT LINE	
	EASEMENT	
	SETBACK	
	CENTERLINE	
	STORM PIPE	
	SAN. PIPE	
	SAN. SERVICE	
	WATER PIPE	
	WATER SERV.	
	COMM. LINE	
	OVERHEAD ELEC.	
	BURIED ELEC.	
	GAS LINE	
	CONTOUR 1'	
	CONTOUR 5'	
	CURB STOP	
	WATER VALVE	
	HYDRANT	
	POWER POLE	
	STORM STRUC.	
	INTAKE	
	SANITARY STRUC.	
	ROAD SIGN	

UNPLATTED  
PT. SW-SW SEC. 23-789N-R14W

GREENHILL ROAD

PRAIRIE WEST 7th

PRAIRIE WEST 5th

TRACT C  
PRAIRIE WEST 2nd

PRAIRIE WEST 4th

LEIGH LANE

10' PUE ALONG ALL FRONTAGE, TYP.

9.1' SIDE SETBACK

9.1' SIDE SETBACK

ELECTRICAL TRANSMISSION EASEMENT

TRACT G  
47,693 SF  
TO BE CONVEYED TO  
ADJACENT LANDOWNER

MLO=N/A

30' REAR SETBACK

SW COR  
SW-SW 23-89-14

NE COR  
27-89-14

21' ELECTRICAL TRANSMISSION EASEMENT

25' DRAINAGE EASEMENT

15' DRAINAGE EASEMENT

30' REAR SETBACK

25' FRONT SETBACK

25' FRONT SETBACK

25' FRONT SETBACK

25' FRONT SETBACK

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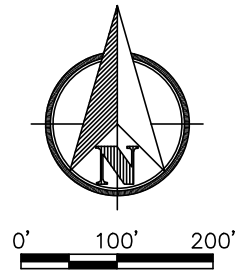
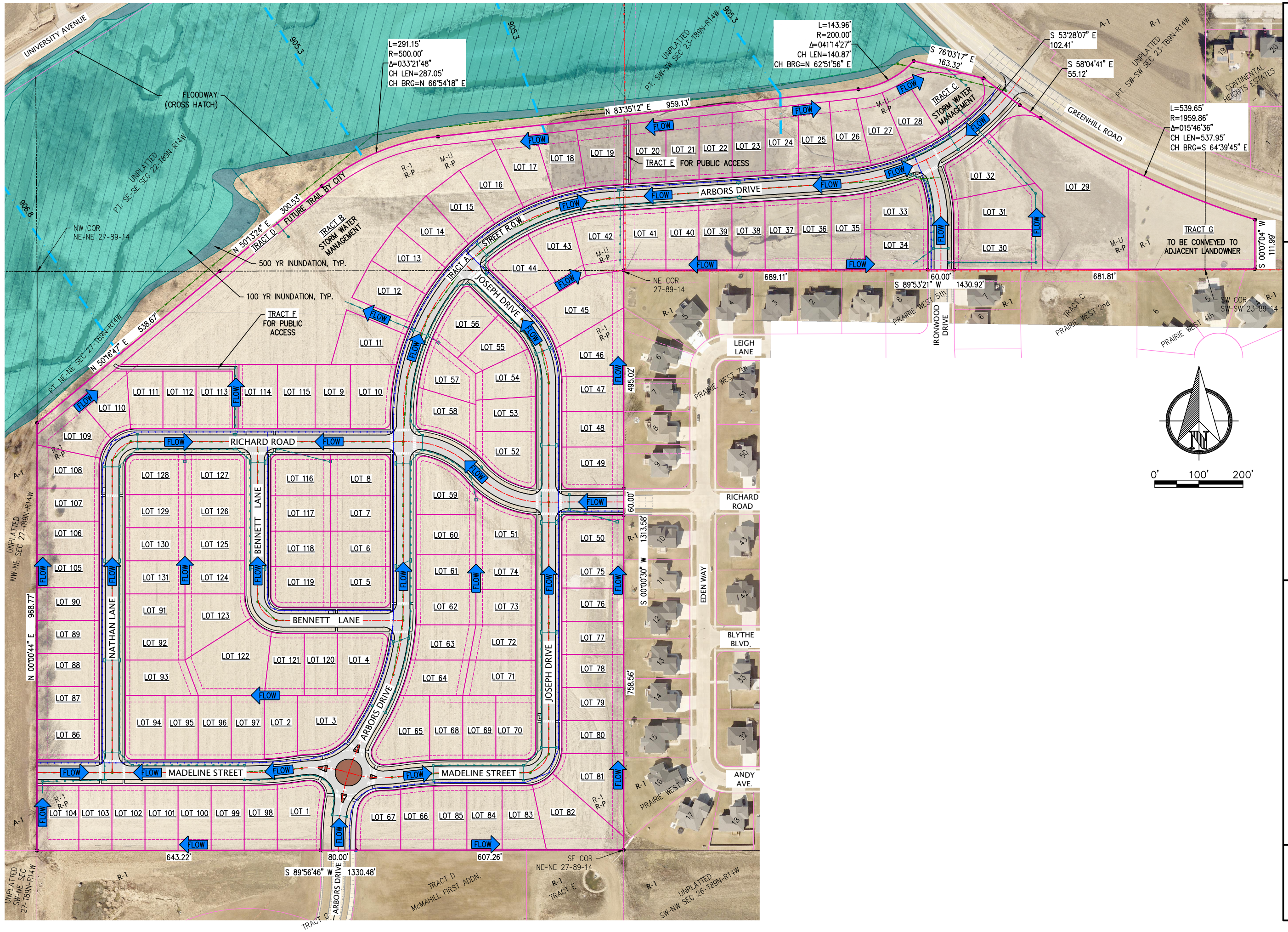
25' FRONT SETBACK

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25' FRONT SETBACK





DEED OF DEDICATION  
OF  
PANTHER WEST ADDITIONS  
TO THE CITY OF CEDAR FALLS,  
BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Panther Farms LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa (the “Developer”); being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Nicholas C. Brewer, a Professional Engineer, dated \_\_\_\_ day of \_\_\_\_\_, 2024, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa (the “City”) the same to be known as:

PANTHER WEST ADDITIONS  
TO THE CITY OF CEDAR FALLS,  
BLACK HAWK COUNTY, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached plat. No building structures, overhang of a structure, fence structures, landscaping structures, landscaping shrubs/trees, driveways, private gardens or any other possible obstruction can be built in and over any easement. Any such obstructions may be removed without notice by the City of Cedar Falls at the undersigned’s cost.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

---

Z:\USERS\CD Shared\Boards & Commissions\Planning & Zoning  
Commission\Cases\Subdivision\2023\Prelim Plat\PP23-009 Preliminary Plat for Panther  
West\PZ 4-10-24\5. Deed of Dedication 4-2-24 DRAFT.doc

1. Any dwelling erected on any lot shall have a minimum setback from the front or streetside lot line(s) as illustrated on the Plat. The minimum rear yard setback is 30 feet. The minimum set back from each side lot line is 5 feet, except as noted below. To meet the RP perimeter setback requirements, Lot 30, 34, and 104 shall maintain setback of 10 % of lot width from the side lot line along perimeter boundary of the plat. Lot 29 shall maintain a setback of 20 feet along the lot line abutting Greenhill Road. All minimum setbacks will be required to meet or exceed R-P Zoning standards as illustrated on the Plat.

2. No single-family dwelling shall be constructed, permitted or occupied on any lot herein having a square footage floor space, designed, intended, and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 1,200 square feet for the main base of a single story, split-level or split-foyer houses.

B. 600 square feet on the first floor for story and one-half houses, or two-story houses. With a total for all floors not less than 1,300 square feet excluding the basement level.

3. Each single-family residence shall have a minimum of a two stall attached garage with a minimum of 400 square feet with a maximum of a three stall garage with a maximum of 1,600 square feet.

4. The owner(s) of each lot, vacant or improved, shall keep his/hers lot or lots free of weeds and debris.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. All approaches and driveways in said subdivision shall be paved with concrete.

7. No old or used buildings shall be moved upon any of the lots in said subdivision for any purpose. Any auxiliary buildings or sheds must be built of the same or similar materials of the residential structure on the lot and have the same roof pitch and design as said residential structure.

8. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on any lot unless it is constructed in the rear yard and at least twenty feet from any property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24" will be allowed.

9. No dwelling on any lot of said subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished, and an occupancy permit issued by the City of Cedar Falls.

10. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a “pick-up truck” shall be kept or parked on any lot or street in said subdivision for a period not to exceed twenty-four hours, after which said vehicle can not return to said subdivision for a period of five days, provided, however, that this prohibition shall not apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.

11. 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, Iowa.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa. Dog runs or dog kennels of any kind are prohibited.

13. Any and all fencing constructed on said lots shall have a minimum set back of one foot from any property line. Construction of any privacy fencing must have the support posts on the interior side of the fencing.

14. The Tracts shall be used as follows:

- a. Tract A is conveyed herein to the City of Cedar Falls, for street purposes and public right-of-way.
- b. Tracts B and C shall be used for stormwater detention/retention and overflow routing and shall be owned by the Panther West Addition Homeowners’ Association.
- c. Tract D is conveyed herein to the City of Cedar Falls for a future public trail.
- d. Tracts E and F shall be owned by the Panther West Addition Homeowners Association and maintained for public access to the trail in Tract D.
- e. Tract G shall be conveyed to adjacent landowner to south.

15. No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, and plot plan, showing all buildings, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials with existing structures in the subdivision by a representative of Panther Farms, LLC.

16. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of Panther Farms, LLC, as stated in the previous restriction.

17. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblineline and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. All mailboxes shall be clustered or grouped for the units, and shall be placed between the curb line and the public sidewalk as approved by the US Post Office and according to City Specification.

18. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to ensure minimum drainage will be met prior to any footing or foundation work being completed. All sump pump lines must be buried and attached to the subdrain along the back of the P.C.C. curbed street. No sump lines will be allowed to dump directly onto the ground surface.

19. Any and all drainage easements will be required to follow the “Stormwater Management Plan” and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners and/or contractors working on said lots will be responsible to maintain in perpetuity said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per “Stormwater Management Plan” on record with the City of Cedar Falls Engineer’s Office.

21. Lots 29 shall not have access off Greenhill Road.

22. Driveways curb cuts for Lots 1, 3, 4, 5, 8, 10, 32, 33, 44, 56, 58, 59, 65 & 67 along Arbors Drive may need to be reduced to meet the minimum 75 feet driveway spacing requirements from any street intersection as per SUDAS.

22. Each person or entity who is record owner of a fee or undivided fee interest in any lot shall be a member of the Homeowners Association to be known as Panther West Homeowners’ Association. This shall not be construed to include persons or entities whom hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of Panther West Homeowners’ Association shall be to own and maintain the common area and green spaces of the development, including but not limited to detention

basins to be constructed and maintained on Tracts Band C and for trail access on Tracts E and F as per approved Panther West Additions Plat, the detention area, trail access area and surrounding access and such other activities set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not limited to, mowing, watering, include upkeep of any underground sprinkler system, snow removal of common areas (Tract E and F), and maintenance of the detention areas (Tract B and C) according to the Maintenance and Repair Agreement with the City of Cedar Falls. Initially, the Developer, Panther Farms, LLC, shall perform the actual construction duties to establish the common area, green spaces, entrance, detention facilities, and surrounding access area.

The annual dues for the Association shall initially be set at \$100 per lot per year beginning in \_\_\_\_\_ 1, 2024. The Developer, Panther Farms, LLC, shall be exempt from any dues expense. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties as described above.

24. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any of the lots in said Development shall be taken and held to have agreed and covenanted with the owners of all other lots in this Development and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

#### PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. The Street(s) shown on the attached plat, and referred to as Tract A, will be brought to City grade and that the street will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans.

2. Sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat will be provided.

3. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

4. That city water will be provided to all lots as required by the Cedar Falls Municipal utilities.
5. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.
6. That Storm sewer will be provided as specified by the City Engineer.
7. That handicap ramps will be provided as required by law.
8. Emergency vehicle turnarounds shall be constructed at the end of all stub streets, as required by City Code, and shall be maintained free and clear of any obstructions or debris. This shall be showed on the construction document set for the development.
9. A four foot wide P.C.C. sidewalk four inches thick will be installed by the owner of all lots, unless noted otherwise below, during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner. Said sidewalk shall be constructed across the full width of the lot and on corner lots also. In the event that the City is required to construct the sidewalk, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision. Along Arbors Drive, Lots 29, 32, 33, 35-44, and 56-65 sidewalks must be six foot wide, and on Lot 67 the sidewalk will transition from ten foot to six foot along the western property line.
10. Developer will be responsible for constructing a six-foot-wide P.C.C. sidewalk 6 inches thick shall be installed in Tracts E and F within the noted 15 foot wide Public Access Easements as shown on the Plat to provide access to Future Public Trail on Tract D.
11. That the work improvements called herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Panther Farms, LLC, it grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.
12. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

13. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- (a) Shall be constructed and installed in a good and workmanlike manner;
- (b) Shall be free of defects in workmanship or materials;
- (c) Shall be free of any conditions that could result in structural or other failure of said improvements;
- (d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
- (e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

14. This Deed of Dedication is subject to the terms and conditions of that certain Infrastructure Development Agreement between Panther Farms, LLC and the City of Cedar Falls, Iowa, dated June 5, 2023, which was approved by the City Council of the City by way of Resolution No. 23,194 dated June 5, 2023.

The Developer’s construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

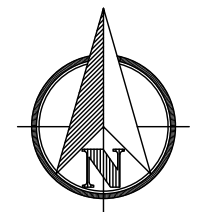
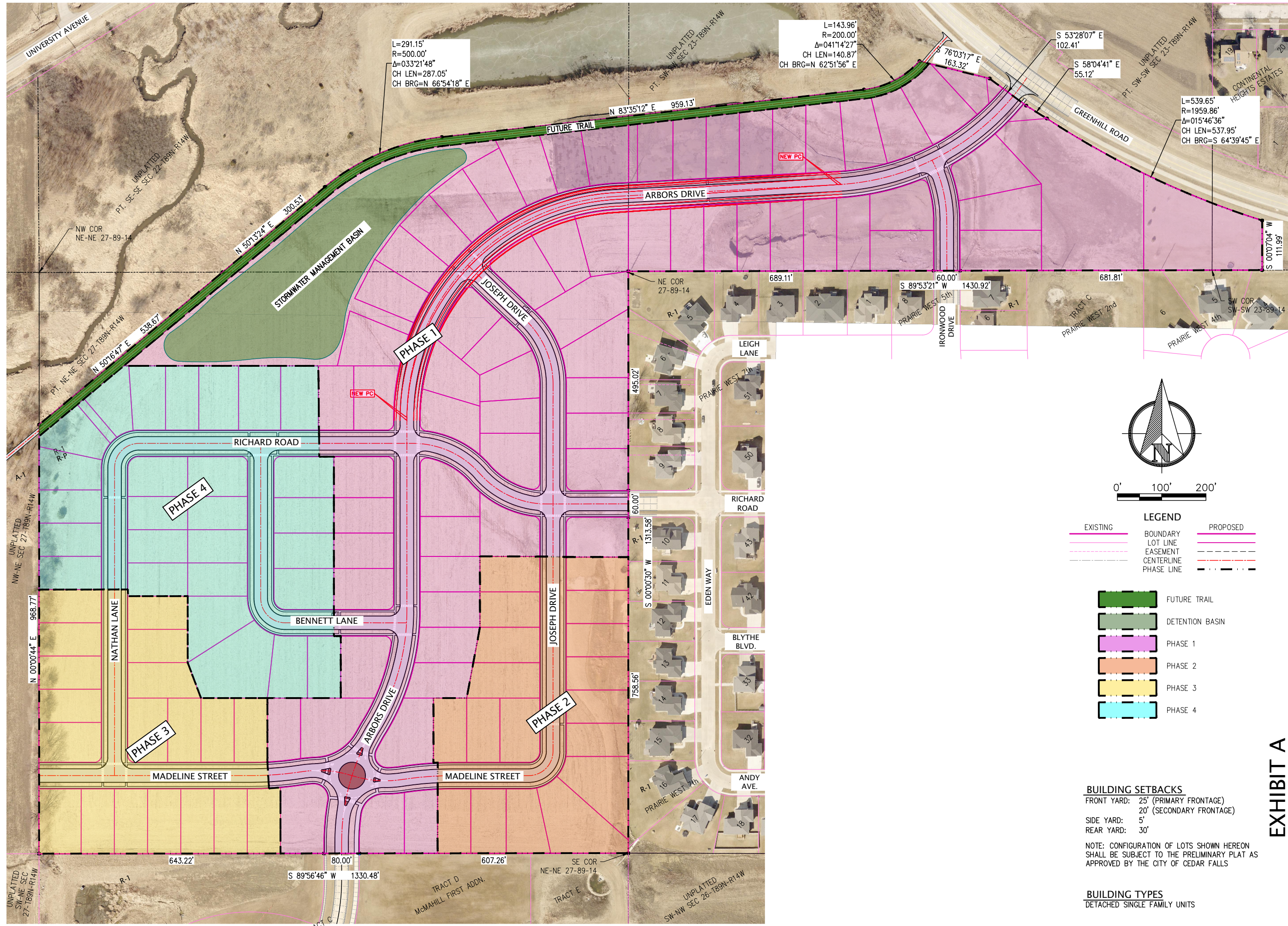
Panther Farms, LLC

\_\_\_\_\_  
Brent Dahlstrom, Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Dahlstrom, Manager of Panther Farms, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of Panther Farms, LLC.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



0' 100' 200'

**LEGEND**

	EXISTING		BOUNDARY		PROPOSED
	BOUNDARY		LOT LINE		EASEMENT
	EASEMENT		CENTERLINE		PHASE LINE

	FUTURE TRAIL
	DETENTION BASIN
	PHASE 1
	PHASE 2
	PHASE 3
	PHASE 4

**BUILDING SETBACKS**

FRONT YARD: 25' (PRIMARY FRONTAGE)  
 20' (SECONDARY FRONTAGE)

SIDE YARD: 5'

REAR YARD: 30'

NOTE: CONFIGURATION OF LOTS SHOWN HEREON SHALL BE SUBJECT TO THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF CEDAR FALLS

**BUILDING TYPES**  
DETACHED SINGLE FAMILY UNITS

**EXHIBIT A**

DEVELOPMENT R-P MASTER PLAN

PANTHER WEST ADDITIONS

PANTHER FARMS, LLC  
PN PROJECT #



## Exhibit B

**PLANNED RESIDENCE (RP) ZONING DISTRICT  
DEVELOPMENTAL PROCEDURES AGREEMENT FOR PANTHER WEST**

This Development Procedures Agreement (the “**Agreement**”) is made and entered into this 4<sup>th</sup> day of March, 2024, by and between the **City of Cedar Falls, Iowa** (the “**City**”) and **Panther Farms, LLC** (“**Developer**”), for the purpose of outlining procedures and conditions to be followed for the development of certain real estate (the “**Property**”) located north of Aldrich Elementary School and south of W. Greenhill Road, containing approximately 54.79 acres, being owned by the **Developer**, which is legally described as follows:

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART LYING WITHIN 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AND DOC. #2013-12296 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

RECITALS

WHEREAS, it is the desire of the **Developer** to rezone the **Property** from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District in Cedar Falls, Iowa; and

WHEREAS, the RP Planned Residence District allows mixed-use residential neighborhoods with flexibility in the types of dwellings, lots sizes, building heights, and setbacks through the submittal and approval of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, any timing and phasing of the project, and other details as necessary; and


WHEREAS, it is the desire of the **City** to ensure 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 Planning and Zoning Commission has recommended approval of the rezoning for development in accordance with the submitted master plan;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the **City** and **Developer** agree as follows:

1. In General:
  - a) The **Property** will be developed according to the Master Plan, attached hereto, and incorporated herein as Exhibit A.
  - b) The development will consist of single-family dwellings.
2. Phasing:
  - a) The **Property** shall be developed in four phases as outlined in Exhibit A.
3. Setbacks:
  - b) All lots will be developed with a minimum front-yard setback of 25 feet except for corner lots, which shall have minimum front-yard setbacks of 25 feet along one street frontage and 20 feet along the other street frontage, as delineated on the subdivision plat.
  - c) All lots will maintain a minimum side-yard setback of 5 feet and rear-yard setback of 30 feet.
  - d) Setbacks around the perimeter of the RP District shall be delineated on the subdivision plat and shall comply with the setback standards for single-unit dwellings in the R4 Zoning District.
4. Provision for future public trail
  - a) The **Developer** shall establish a minimum 20-foot-wide outlot on the subdivision plat for the Property that extends along the entire edge of the Property abutting the Dry Run Creek stream corridor to be dedicated to the City for a future public trail, in the general location shown on Exhibit A. The specific location and alignment of said outlot shall be determined with the preliminary plat.
  - b) Said outlot shall be graded and seeded according to City requirements prior to conveyance to the **City** for a future public trail. The **City** shall be responsible for constructing the trail at such time as funding is available.
5. Driveway access
  - a) No direct driveway access shall be allowed on W. Greenhill Road.
  - b) Driveway curb cuts shall be spaced a minimum of 75 feet from any street intersection, as specified in the Iowa Statewide Urban Design and Specifications ("SUDAS")
6. Subdivision Plats
  - a) Prior to development, the **Developer** shall provide a preliminary subdivision plat for the entirety of the Property and a final subdivision plat for each phase of the development consistent with the RP Master Plan (Exhibit A) and the provisions of this Agreement.
7. Successors and Assigns
  - a) The foregoing conditions shall be binding upon the Developer, its successors and assigns and shall apply to the above-described Property and shall run with the land.
8. Amendment/Approval
  - a) Any amendment to this **Agreement** shall be in writing, signed by both parties, and is subject to approval by the City Council of the City of Cedar Falls, Iowa.

THE CITY OF CEDAR FALLS, IOWA

By:   
Daniel Laudick, Mayor

ATTEST:

  
Kim Kerr, CMC, City Clerk

Panther Farms, LLC, Developer

By:   
Brent Dahlstrom, Member



## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Mayor Laudick and City Council

**FROM:** Shane Graham, Economic Development Coordinator

**DATE:** April 22, 2024

**SUBJECT:** Approval of Asbestos Removal Contract for the Industrial Park Property Demolitions Project, Project No. DM-427-3333

Within the past year the City has acquired several properties adjacent to the West Viking Road Industrial Park as the City prepares for the future growth of the industrial park. Those properties include 2603 S. Union Road (2.35 acres), 2617 S. Union Road (2.50 acres), and 6512 W. Ridgeway Avenue (76 acres). Before the City can incorporate these properties into the industrial park, we must first remove the houses and outbuildings that exist on each of the properties.

Before the City can demolish the structures, asbestos testing must occur to determine if any asbestos abatement is needed on any of the structures. The City Council recently approved a contract with Iowa Environmental Services, Inc. to perform the asbestos testing on the properties. Asbestos containing materials were found on all three properties, and now the City must remove the asbestos before demolition of the structures can begin.

With that, quotes were requested from companies for the removal of the asbestos containing materials per the testing reports prepared by Iowa Environmental Services, Inc. Two quotes were received:

Company	Bid Price
Advanced Environmental Testing & Abatement	\$26,400
Mid-Iowa Environmental	\$67,600

The 3 properties that need asbestos removal are as follows:

1. 2603 S. Union Road
2. 2617 S. Union Road
3. 6512 W. Ridgeway Avenue

Staff recommends approval of the agreement for asbestos removal services with Advanced Environmental Testing & Abatement, for work at the above three properties. This work will be completed by the contractor after approval and issuance of a Notice to Proceed by the City.

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

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

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between ADVANCED ENV., INC. ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized,

approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.



8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: \_\_\_\_\_ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.


Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City: \_\_\_\_\_  
Name: Shane Graham  
Title: Economic Development Coordinator  
Address: 220 Clay Street  
\_\_\_\_\_  
Telephone: 319-268-5160  
Email: Shane.graham@cedarfalls.com

Contractor: ADVANCED ENVIRONMENTAL, INC.  
Name: MICHAEL POE  
Title: PRESIDENT  
Address: 803 RICKET ST.  
WATERLOO, IA 50703  
Telephone: 319-287-4447  
Email: MICHAEL.POE@ADVANCEDMIDWEST.COM

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Name ADVANCED ENVIRONMENTAL, INC.  
By:   
Its: PRESIDENT

Date: 04-15-24

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Daniel Laudick, Mayor

Attest: \_\_\_\_\_

Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

**PROPOSAL FOR ASBESTOS REMOVAL**

PROJECT: Industrial Park Property Demolitions  
City of Cedar Falls, Iowa Project No. DM-427-3333

Contractor: ADVANCED ENVIRONMENTAL, INC.

Address: 803 RICKEN ST.

City: WATERLOO, IOWA 50703

1. The Contractor agrees to furnish all tools, equipment, labor and materials, **including electricity and water**, for the proposed asbestos removal in accordance with all applicable plans, specifications, codes and ordinances of the City of Cedar Falls, Iowa, Asbestos Statutes and Rules, (published by the Iowa Division of Labor), the Federal Register, 40 CFR Part 61, NESHAP and any other Federal Regulations, as well as all applicable State Regulations of the Iowa DNR. *Contractor certifies that it is an Iowa-registered contractor, an Iowa Permitted Asbestos Abatement Contractor and all personnel who perform work on this project will have appropriate Iowa asbestos licenses. The Contractor must include with this bid submittal a copy of their current permit issued by Iowa Workforce Development and current Iowa Contractor Registration Certificate.*

Work to be performed at the indicated sites includes the following:

1. Remove ACM as identified in the accompanying Asbestos Survey in accordance with all applicable State, federal and Local regulations.
  2. Document amounts of ACM removed from each structure.
  3. Document ACM disposal at the designated landfill site, which is BLACK HAWK COUNTY LANDFILL, through the use of Load Tickets and Landfill Tickets, which will be issued by the City's site monitor.
  4. Provide information as requested by the Project Monitor: Shane Graham, who provided the above referenced Asbestos Survey.
2. The Contractor that performed the Asbestos Survey work, or any affiliated company, may not bid on this project.
  3. Non – adherence to bid specifications in the submission of required bid documents may cause the entire bid to be considered non-responsive and may be thrown out.
  4. The successful bidder will be required to furnish a performance and payment bond in an amount equal to One Hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Council of City and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this contract.
  5. The City will award the bid to the lowest responsive bidder. Additional information may be required of the apparent lower bidder as a condition of awarding the bid, including the bidder's experience, number of employees and ability to finance the costs that will be incurred as part of the project.
  6. The City reserves the right to reject any and all bids, to waive, what is in it's sole opinion, minor irregularities of any type or nature that are not material. Further, mathematical errors in individual bid tabulations and/or total bid summations resulting in differing amounts than submitted will, at the sole discretion of the City, be taken into consideration and either waived, if deemed not material, or considered to be a basis for bid rejection.

The City will enter into such contract as it shall deem to be in its best interest. The City reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) calendar days from the date of receiving bids. If determined that a contract for some or the entire project should be awarded, the process of awarding the Contract shall be as follows:

- The City shall determine which bidder has submitted the lowest bid and make its recommendation to the City Council. The bid award will be made no later than May 6, 2024.
- The City Council shall consider a resolution awarding the contract and authorizing the Mayor to sign this contract. No contract shall be deemed to be created and exist, unless and until the City adopts a resolution awarding this contract and authorizing the Mayor to execute this contract.
- The Mayor signs this contract.
- The Applicant issues a "Notice to Proceed" to the contractor. The Notice to Proceed shall constitute authorization for the Contractor to commence the work.

**A copy of the City's required contract form is attached.**

7. If the City determines that all the bids received should be rejected, the bidders shall be notified by the City accordingly. At that point, the City may, or may not, re-bid the project.
8. The successful bidder will protect and hold harmless the City, their agencies and agents from claims and damages of any kind arising out of the performance of this contract.
9. Contractors shall familiarize themselves with the specifications and conditions which will affect the project. It will be the responsibility of the Contractor to make a personal examination of the job site(s) and the physical conditions which may affect his bidding and performance under the contract.
10. The Contractor will be recalled to complete any work examined and deemed not satisfactorily completed by the asbestos surveyor. The Contractor's failure to perform timely work as outlined in the survey reports or an inordinate number of recalls to properly complete work shall constitute a material breach of the Contract. This will be a basis for termination and/or the filing of a claim against the Contractor's Surety.



**CONTRACTOR REGISTRATION  
CERTIFICATE**

**STATE OF IOWA  
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309  
Phone: 515-242-5871 | FAX: 515-725-2427  
[www.iowacontractor.gov](http://www.iowacontractor.gov) | [contractor.registration@iwd.iowa.gov](mailto:contractor.registration@iwd.iowa.gov)

DATE ISSUED:  
**05/01/2023**

DATE EXPIRES:  
**05/05/2024**

REGISTRATION NUMBER:  
**C097806**

ADVANCED ENVIRONMENTAL TESTING & ABATEMENT INC  
803 RICKER ST  
WATERLOO, IA 50703

A handwritten signature in black ink, appearing to read "Larry Johnson".

---

Larry Johnson, Labor Commissioner



Kim Reynolds, Governor  
Adam Gregg, Lt. Governor  
Rod A. Roberts, Labor Commissioner



Smart. Results.

May 24, 2023

Division of Labor

ADVANCED ENVIRONMENTAL TESTING AND  
ABATEMENT, INC  
803 RICKER ST  
WATERLOO IA 50703


<u>06/20/2024</u>	<h1>State of Iowa</h1>	<u>3234</u>
EXPIRES	<p>Smart. Results.</p> <h2>Division of Labor</h2> <p>150 DES MOINES STREET DES MOINES, IOWA 50319-1836 515-281-6175</p>	PERMIT NUMBER
<h3>ASBESTOS CONTRACTOR PERMIT</h3>		
<p>THIS CERTIFIES THAT</p>		
<h3>ADVANCED ENVIRONMENTAL TESTING AND ABATEMENT, INC</h3>		
<p>IS A BUSINESS ENTITY APPROVED TO REMOVE/ENCAPSULATE ASBESTOS IN THE STATE OF IOWA UNDER CHAPTER 88B, IOWA CODE</p>		
<u>05/24/2023</u>		
DATE ISSUED	LARRY JOHNSON, LABOR COMMISSIONER	

## Exhibit "B"

Payment for work completed shall be based on the following price:

Property	Amount
6512 W. Ridgeway Ave	\$ 16,500.00
2603 S. Union Rd	\$ 2,400.00
2617 S. Union Rd *	\$ 7,500.00 *
<b>Total</b>	<b>\$ 26,400.00</b>

\* OUR PRICE IS FOR WORKING WITH DEMO CONTRACTOR TO REMOVE 1820 SQ FT  
OF WATER PROOFING FOUNDATION BLOCK WALL.  
- WE WILL SUPPLY DUMPSTERS AND LANDFILL

  
MICHAEL POL  
04/11/24



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of “your work” for that person or organization performed by you, or by those acting on your behalf.
- B. As respects additional insureds as defined above, this insurance also applies to “bodily injury” or “property damage” arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of “your work” performed under a written contract with that person(s) or organization(s).
  3. The term “additional insured” is used separately and not collectively, but the inclusion of more than one “additional insured” shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION - CERTIFICATE HOLDER(S)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

**SCHEDULE**

<b>Certificate Holder(s)</b>
City of Cedar Falls, IA Cedar Falls, IA 50613

Under the Common Provisions, **SECTION VI - COMMON CONDITIONS, item 2. Cancellation And Nonrenewal** is amended by the addition of the following:

If we cancel this Policy before the expiration date thereof, we will mail a 30 days written notice (ten (10) days for non-payment of premium) to the Certificate Holder(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



W. Viking Rd

Venture Way

# Cedar Falls Industrial Park

Capital Way

Innovation Dr

S. Union Rd

2603 S. Union Rd

Technology Pkwy

2617 S. Union Rd

6512 W. Ridgeway Ave

W. Ridgeway Ave




**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](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Thom Weintraut, Planner III  
**DATE:** May 6, 2024  
**SUBJECT:** Acceptance of Warranty Deed and Flood Mitigation Deed Restriction for 1218 Cottage Row Road as part of the Northern Cedar Falls Flood Buyout Programs, Project No. FL-000-3198

On February 5, 2024, City Council approved Resolution No. 23,482 for a purchase agreement as part of the Northern Cedar Falls Buyout Program. City Legal staff completed the closing of the property on Friday, April 5, 2024.

Now that the closing has been completed, City Council will need to accept the Warranty Deed that will be recorded at the Black Hawk County Recorder's Office. Staff recommends that the City Council adopt the following:

1. Resolution Approving and Accepting a Warranty Deed and Flood Mitigation Deed Restriction for the purchase of 36,788 sq. ft. (0.85 ac.) of real estate located at 1218 Cottage Row Road, owned by the Steven L Rieger Revocable Trust.

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

xc: Kevin Rogers, City Attorney



Prepared By: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766  
 After Recording Return To: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613  
 Address Tax Statement to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

**TRUSTEE WARRANTY DEED**  
**(Inter Vivos Trust)**

For the consideration of One (\$1.00) Dollar and other valuable consideration, Steven L. Rieger, Trustee of the Steven L. Rieger Revocable Trust U/A dated November 19, 2019, does hereby convey to the City of Cedar Falls, Iowa, the following described real estate in Black Hawk County, Iowa:

See attached Exhibit "A"

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code §558.69, and therefore this transaction is exempt from the requirement to submit a groundwater hazard statement.

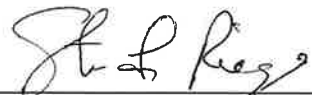
The grantor hereby covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

The grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 4-5-24

Steven L. Rieger Revocable Trust U/A  
dated November 19, 2019

  
By: Steven L. Rieger  
Its: Trustee

State of Iowa )  
County of Black Hawk )ss

This record was acknowledged before me on this 5<sup>th</sup> day of April, 2024, by Steven L. Rieger, Trustee of the Steven L. Rieger Revocable Trust U/A dated November 19, 2019.





## EXHIBIT "A"

Lot No. 43 in "Auditor Barnes' Plat No. 6, in Black Hawk County, Iowa".

AND

A part of Lot No. 44 in "Auditor Barnes' Plat No. 5, in Black Hawk County, Iowa" described as follows:

Beginning at the Southwest corner of said Lot No. 44; thence North along the West line 150.8 feet to a certain corner located at the angle point of the Westerly line of said Lot No. 44, said point being also designated as Point "A"; thence Northeasterly along the diagonal line of the Westerly line of said Lot No. 44 a distance of 168.2 feet more or less to the Southwest corner of said Lot No. 43; thence East along the South line of said Lot No. 43 a distance of 67.0 feet to the Southeast corner of said Lot No. 43; thence Southwesterly 167.6 feet more or less to a point which is 70 feet due East of Point "A"; thence continuing Southwesterly along the extension of the last described course to the Southerly line of said Lot No. 44; thence Westerly along said Southerly line to the place of beginning.

## FLOOD MITIGATION DEED RESTRICTION

In reference to the property or properties ("Property") conveyed by the Deed between Steven L. Rieger, Trustee of the Steven L. Rieger Revocable Trust U/A dated November 19, 2019 participating in the federally-assisted acquisition project ("the Grantor") and Cedar Falls, Iowa, ("the Grantee"), its successors and assigns:

**WHEREAS**, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

**WHEREAS**, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

**WHEREAS**, the State of Iowa has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), and has entered into a mitigation grant program Grant Agreement, dated December 9, 2015 and herein incorporated by reference; making it a mitigation grant program grantee.

**WHEREAS**, the Property is located in Cedar Falls, Black Hawk County, Iowa, which participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

**WHEREAS**, the City of Cedar Falls acting by and through the City Council, has applied for and been awarded federal funds pursuant to an agreement with Iowa dated July 30, 2021, and herein incorporated by reference, making it a mitigation grant program subgrantee:

**WHEREAS**, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

**NOW**, therefore, the grant is made subject to the following terms and conditions:

**1. Terms.** Pursuant to the terms of HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

**a. Compatible uses.** The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

**b. Structures.** No new structures or improvements shall be erected on the property other than:

(1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(2) A public restroom; or

(3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a, above, and approved by the FEMA Administrator in writing before the construction of the structure begins.

- c. Disaster Assistance and Flood Insurance.** No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer.** The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transfer in accordance with this paragraph.
- i.** The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
  - ii.** The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as they conveyance does not include authority to control and enforce the terms and conditions of this section.
  - iii.** If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
    - a)** The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
    - b)** At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
  - iv.** Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
- 2. Inspection.** FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
- 3. Monitoring and Reporting.** Every three years on December 31, the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
- 4. Enforcement.** The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the

Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of enforcement, shall include the following:

- a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
- i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
- ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
  - a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
  - b) Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
  - c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. **Amendment.** This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.



  
 Grantor's Signature Name (printed or typed) Date

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

This record was acknowledged before me on the 5<sup>th</sup> day of April, 2024, by Steve L. Rieger

  
 Notary Public in and for the State of Iowa



*Jennifer Rodenbeck*  
Grantee's Signature

Jennifer Rodenbeck  
Name (printed or typed)

4/8/24  
Date

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

This record was acknowledged before me on the 8<sup>th</sup> day of April,  
2024, by Jennifer Rodenbeck, Director of Finance and Business Operations, City of Cedar Falls, Iowa.

*Joanne Goodrich*  
Notary Public in and for the State of Iowa



**Return To:** City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613  
**Taxpayer:** City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613  
**Preparer:** Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600



**PURCHASER'S AFFIDAVIT**

RE: See attached Exhibit A

STATE OF IOWA, BLACK HAWK COUNTY, ss:

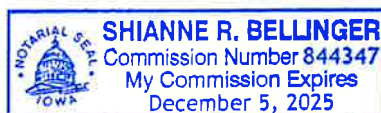
I, Thomas Weintraut, being first duly sworn (or affirmed) under oath depose and state that I am the Planner III of the purchaser(s) of the real estate described above. The purchaser has relied upon the Affidavit dated April 5, 2024, from Steven L. Rieger, Trustee of the Steven L. Rieger Revocable Trust U/A dated November 19, 2019. The purchaser has no notice or knowledge of any adverse claims arising out of the execution and recording of the deed from the trustee. This Affidavit is given to establish reliance on the Affidavit referred to above for all purposes contemplated under Iowa Code Section 614.14.

Dated ~~May~~ April 5, 2024



Thomas Weintraut, Affiant

Signed and sworn to (or affirmed) before me on ~~April~~ April 5<sup>th</sup>, 2024, by Thomas Weintraut, Planner III of the City of Cedar Falls, Iowa, Purchaser.



  
Signature of Notary Public



## EXHIBIT "A"

Lot No. 43 in "Auditor Barnes' Plat No. 6, in Black Hawk County, Iowa".

AND

A part of Lot No. 44 in "Auditor Barnes' Plat No. 6, in Black Hawk County, Iowa" described as follows:

Beginning at the Southwest corner of said Lot No. 44; thence North along the West line 150.8 feet to a certain corner located at the angle point of the Westerly line of said Lot No. 44, said point being also designated as Point "A"; thence Northeasterly along the diagonal line of the Westerly line of said Lot No. 44 a distance of 168.2 feet more or less to the Southwest corner of said Lot No. 43; thence East along the South line of said Lot No. 43 a distance of 67.0 feet to the Southeast corner of said Lot No. 43; thence Southwesterly 167.6 feet more or less to a point which is 70 feet due East of Point "A"; thence continuing Southwesterly along the extension of the last described course to the Southerly line of said Lot No. 44; thence Westerly along said Southerly line to the place of beginning.

Prepared By: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766  
After Recording Return To: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

**INDIVIDUAL TRUSTEE'S AFFIDAVIT**

RE: See attached Exhibit "A"

STATE OF Iowa, COUNTY OF Black Hawk, ss:

I, Steven L. Rieger, being first duly sworn (or affirmed) under oath, state of my personal knowledge that:

1. That I am the trustee under the Steven L. Rieger Revocable Trust U/A dated November 19, 2019, to which the above-described real estate was conveyed to the trustee by Steven L. Rieger a/k/a Steven Rieger, through a warranty deed filed January 27, 2021, as Document No. 2021-15960, in the office of the Black Hawk County Recorder.

2. I am the presently existing trustee under the Trust and I am authorized to convey the above real estate to the City of Cedar Falls, Iowa without any limitation or qualification whatsoever.

3. The Trust is in existence and I, as trustee, am authorized to transfer the interest in the real estate as described in paragraph 2, free and clear of any adverse claims.

4. The grantor of the trust is alive.

5. The trust is revocable or, if the trust is irrevocable, none of the beneficiaries of the trust are deceased.

*St L Rieger*  
Steven L. Rieger, Affiant

Signed and sworn to (or affirmed) before me on April 5th, 2024, by Steven L. Rieger.

*Shianne B*  
, Notary Public



## EXHIBIT "A"

Lot No. 43 in "Auditor Barnes' Plat No. 6, in Black Hawk County, Iowa".

AND

A part of Lot No. 44 in "Auditor Barnes' Plat No. 6, in Black Hawk County, Iowa" described as follows:

Beginning at the Southwest corner of said Lot No. 44; thence North along the West line 150.8 feet to a certain corner located at the angle point of the Westerly line of said Lot No. 44, said point being also designated as Point "A"; thence Northeasterly along the diagonal line of the Westerly line of said Lot No. 44 a distance of 168.2 feet more or less to the Southwest corner of said Lot No. 43; thence East along the South line of said Lot No. 43 a distance of 67.0 feet to the Southeast corner of said Lot No. 43; thence Southwesterly 167.6 feet more or less to a point which is 70 feet due East of Point "A"; thence continuing Southwesterly along the extension of the last described course to the Southerly line of said Lot No. 44; thence Westerly along said Southerly line to the place of beginning.

Prepared by: Thomas Weintraut, Planner III, 220 Clay Street, Cedar Falls, Iowa (319) 268-5184

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED,  
PURCHASER’S AFFIDAVIT AND TRSTEE AFFIDAVIT WITH A FLOOD  
MITIGATION DEED RESTRICTION IN CONJUCTION WITH THE NORTHERN  
CEDAR FALLS FLOOD BUYOUT PROGRAM

WHEREAS, City Staff has recommended to the Coty Council of the City of Cedar Falls, Iowa that a Warranty Deed, Purchaser’s Affidavit and Trustee Affidavit with a deed restriction from Steven L Rieger, Trustee of the Steven L. Rieger Revocable Trust in conjunction with the Northern Cedar Falls Flood Buyout Program, 1218 Cottage Row Road be approved and accepted.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interests of the City of Cedar Falls, Iowa, to approve and accept said Warranty Deed, Purchaser’s Affidavit, Trustee Affidavit and Flood Mitigation Deed Restriction.

NOW, THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Warranty Deed, Purchaser’s Affidavit, Trustee Affidavit and Deed Restriction are hereto attached, conveying real estate to the City of Cedar Falls, Iowa, is hereby approved and accepted.

Adopted this 6th day of May 2024.

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

CERTIFICATE

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

I, Kim Kerr, CMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk of Cedar Falls, Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8606
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Thom Weintraut, Planner III
Matthew Tolan, EI, Civil Engineer II
DATE: May 6, 2024
SUBJECT: Pinnacle Prairie Commercial South Phase VI preliminary and final plat.

REQUEST: Request to approve the preliminary and final plat for Pinnacle Prairie Commercial South – Phase VI. Cases #PP23-004 and #FP23-002

PETITIONER: Greenhill Estates, Inc & Oster Family Limited Partnership, owner; Steve Letnes, LMM Investment LLC, developer; Lary Koosman, CGA, Engineer

LOCATION: The property is located between Viking Road and Brandilynn Boulevard approximately 350 feet east of Prairie Parkway

PROPOSAL

The petitioners, LMM Investments (developer) and Greenhill Estates, Inc & Oster Family Limited Partnership (owners), proposes to resubdivide Lot 3 of Pinnacle Prairie Commercial South Phase II into three (3) lots, totaling 3.51 acres, to create a new subdivision entitled Pinnacle Prairie Commercial South Phase VI.

The property is located between Viking Road and Brandilynn Boulevard across the street from Menards. The applicant submitted preliminary and final plat applications for concurrent review.



## BACKGROUND

The property is part of the Pinnacle Prairie Master Plan adopted in 2004. Lot 3, which is proposed for re-subdivision, is part of Pinnacle Prairie Commercial South Phase II subdivision, approved by the City in 2012. The property is zoned Highway Commercial (Hwy-1).

Lot 2 of Pinnacle Prairie Commercial South Phase II located to the west was similarly re-subdivided into smaller commercial lots in 2021 creating Pinnacle Prairie Commercial South Phase V, at which time a system of private drives was established to serve the lots.



## ANALYSIS

The petitioner, LMM Investments, proposes a preliminary and final plat for Pinnacle Prairie Commercial South Phase VI; a replat of Lot 3 of Pinnacle Prairie Commercial South Phase II to create 3 new commercial lots totaling 3.51 acres. The site is located between Viking Road and Brandilynn Boulevard approximately 350 feet east of Prairie Parkway. The property is zoned Highway Commercial (Hwy-1). Setbacks are shown on the face of the plat and are consistent with the required setbacks within the Hwy-1 Zoning District.

To provide adequate traffic circulation and access for the three new lots, the petitioners propose a private drive that will connect to two private drives to the west which were constructed for Pinnacle Prairie Commercial South Phase V and provide another access point north to Brandilynn Boulevard. The drive will be 28' wide and be located within a 50-foot wide public access and utility easement. The parcel to the east is for stormwater management, and therefore does not need to have the street stubbed to provide future access.

Regarding stormwater management, the petitioner will connect to the regional stormwater system that has already been installed with the development of Pinnacle Prairie Commercial South Phase II.

It is a requirement of the subdivision code that sidewalks be installed along street frontages within five (5) years of the final plat approval. Lot 3 was platted as part of Pinnacle Prairie Commercial South Phase II in 2013, 10 years ago, and therefore a sidewalk connection must be constructed by the petitioners along Brandilynn Boulevard (Lot 3 of this subdivision) between the parcels to the west and the storm water facility parcel to the east prior to issuance of any occupancy permit on any of the lots created with this subdivision. **At their January 24, 2024, meeting, the Planning and Zoning Commission recommended allowing the sidewalk along Lot 3 to be installed prior to an occupancy permit for any development on Lot 3, or five years after the filing of the final plat, whichever is sooner.**

The Deed of Dedication (DoD) creates a property owners association to manage the maintenance of the private streets and common shared property, such as snow removal and street maintenance. The City has reviewed the DoD and finds it is consistent with the previous

DoD and addresses the new subdivision requirements.

The applicant supplied all necessary documents that are required for a final plat including the Surveyor Certificates, Black Hawk County Auditor approval of the subdivision name, Attorney’s Title Opinion, and the final plat. The property owner does not have a mortgage on the property; therefore, a statement from the lienholder is not required.

The City Code states that the final plat must be in substantial conformance with the preliminary plat. The proposed final plat conforms to the preliminary plat and associated conditions as discussed by the applicant and staff. The petitioner has met that criterion and the associated conditions.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas, and communication services are available to the site. The developer will extend the utility services to the proposed development. The easements identified on the plat satisfy Public Works and CFU requirements.

Staff notes a minor correction of title of the subdivision on the plats is needed to reflect that this is “A re-subdivision of Lot 3, Pinnacle Prairie Commercial South – Phase II.”

City Code requires sidewalks to be installed along all streets within 5 years of final plat approval. Sidewalks have not been installed along the Brandilynn frontage of Lot 3. The DoD contains language that requires the completion of the sidewalk along the Brandilynn frontage prior to issuance of any occupancy permit for development on any of the lots in Phase VI. **At their January 24, 2024, meeting, the Planning and Zoning Commission recommended allowing the sidewalk along Lot 3 to be installed prior to an occupancy permit for any development on Lot 3, or five years after the filing of the final plat, whichever is sooner.**

A courtesy mailing was sent to the neighboring property owners on January 18, 2024.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommend approval of the Preliminary and Final Plats for Pinnacle Prairie Commercial South Phase VI.

PLANNING AND ZONING

<p>Discussion and approval 1/24/2024</p>	<p>Acting Chair Hartley introduced the item and Mr. Weintraut provided background information. He explained that he will be presenting the preliminary and final plats together as there are very few separate comments. The property is located between Brandilynn Boulevard and Viking Road, across the street from Menards. He explained that he had two post-packet updates. Staff had a discussion with the applicants regarding the timing of the infill sidewalk. Staff recommended allowing the sidewalk along Lot 3 to be installed prior to an occupancy permit for any development on Lot 3, or five years after the filing of the final plat, whichever is sooner. As part of the subdivision requirements, all other public infrastructure is required to either be installed prior to final plat approval, or the developer shall enter into a surety agreement with the City.</p>
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Ms. Moser asked about the intersection along East Viking and when another traffic study might be done. Ms. Howard stated that there is already a plan for a roundabout to be placed in that location.

Mr. Stalnaker asked about the public infrastructure requirements and installation. He asked if the City plans to go with a surety agreement for this. Mr. Weintraut stated yes. Ms. Howard further explained that public infrastructure is required to be extended to the extent of the plat so that the next development is able to continue from there.

Mr. Leeper made a motion to approve the preliminary plat. Ms. Grybovych seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Grybovych, Hartley, Leeper, Moser and Stalnaker), and 0 nays.

Ms. Alberhasky made a motion to approve the final plat. Mr. Moser seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Grybovych, Hartley, Leeper, Moser and Stalnaker), and 0 nays.

Attachments: Preliminary Plat  
Final Plat  
Deed of Dedication

# PRELIMINARY PLAT PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE VI LOT 3, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE II CEDAR FALLS, IOWA

**SURVEYOR AND ENGINEER**

TRAVIS R STEWART, P.L.S.  
ADAM C DATERS, P.E.  
CLAPSADDLE-GARBER ASSOCIATES, INC.  
5106 NORDIC DRIVE  
CEDAR FALLS, IOWA 50613  
PHONE 319-266-0258

**SURVEY REQUESTED BY:**

LMM INVESTMENTS  
137 SOUTH 2ND AVENUE  
WAITE PARK, MN 56387

**OWNERS OF RECORD**

GREENHILL ESTATES, INC.  
OSTER FAMILY LIMITED PARTNERSHIP  
3957 75TH STREET  
AURORA, IL 60504

**SHEET INDEX**

- SHEET 1 COVER SHEET
- SHEET 2 PRELIMINARY PLAT
- SHEET 3 PRELIMINARY PLAT

**ZONING INFORMATION:**

CURRENT: HWY-1, HIGHWAY COMMERCIAL DISTRICT  
FRONT AND REAR YARD SET BACK - 20 FEET

**FLOODPLAIN:**

ZONE X  
AREA OF MINIMAL FLOOD HAZARD  
FIRM MAP NUMBER 19013C0277F  
EFFECTIVE JULY 18, 2011.

**PREPARED DATE:**

JULY 2023

**NOTE:**

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING IARCS: ZONE 5 WATERLOO

**CLOSURE:**

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.



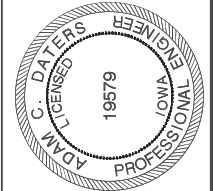
VICINITY MAP  
NOT TO SCALE

**LEGAL DESCRIPTION**

LOT 3, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE II, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 3.61 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS

LOT TABLE		
LOT	ACRES	SQ FT
1	1.55	67,444
2	1.11	48,560
3	0.95	41,391
<b>TOTAL</b>	<b>3.61</b>	<b>157,395</b>

( ) = RECORDED AS NORTH	
LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)	
▲	PLSS CORNER (as noted)
●	NO. 4 BAR WITH OPC #17162 UNLESS NOTED OTHERWISE
△	PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR W/ORANGE PLASTIC ID CAP (#17162)
○	1/2" DIAMETER x 30" IRON REBAR W/ORANGE PLASTIC ID CAP (#17162)
FOUND	
SET	



TO THE BEST OF MY KNOWLEDGE, THIS PRELIMINARY PLAT CONFORMS TO THE PRELIMINARY PLAT REQUIREMENTS OF THE CITY OF CEDAR FALLS, IA (NOT TO BE USED FOR CONSTRUCTION)  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

Adam C Daters, PE  
Date



THIS PRELIMINARY PLAT PERIMETER BOUNDARY WAS PREPARED UNDER MY DIRECT SUPERVISION (NOT TO BE A RECORDED DOCUMENT)  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

Travis R Stewart, PLS  
Date

Pages or sheets covered by this seal: SHEETS 1, 2, AND 3  
SHEET NO.

PN: 23-DS-0214  
DATE OF SURVEY: 05-24-23  
DRAWN BY: LSK  
FIELD CREW: DCM  
SHEET NO.





PN: 23-DS-0214  
 DATE OF SURVEY: 05-24-23  
 DRAWN BY: LSK  
 FIELD CREW: DCM  
 SHEET NO.

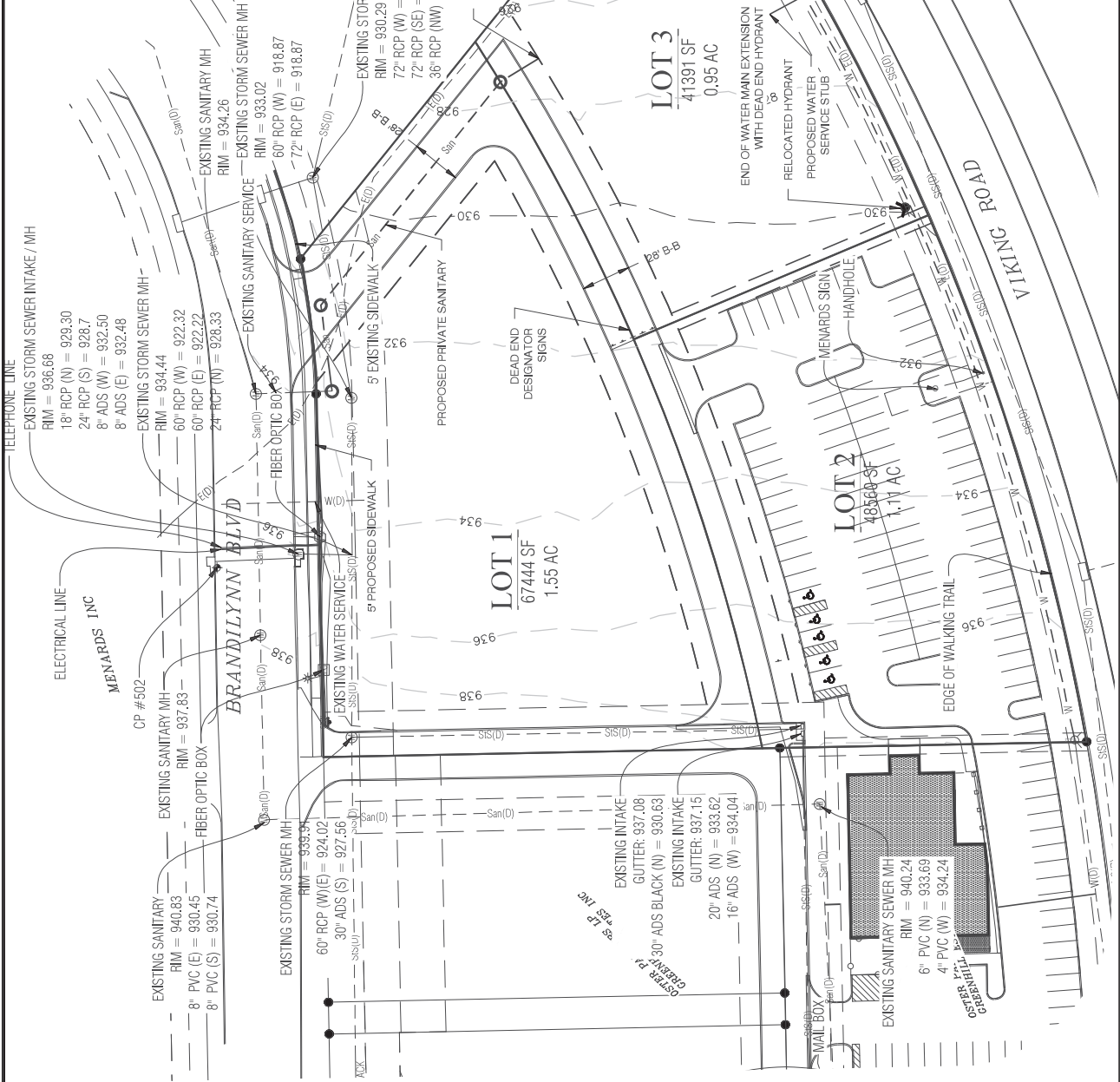
Item 44.



NOTE:  
 1. ALL IMPROVEMENTS ARE FOR REFERENCE AND CONCEPTUAL PURPOSES ONLY.  
 2. THERE ARE POSSIBLE PRIVATE UTILITIES IN THE AREA THAT MAY NOT BE SHOWN.  
 3. STREET AND SANITARY SEWER CONSTRUCTION DEVELOPMENT OF EITHER LOT 3 OR LOT 1.  
 4. ROADWAY ALONG LOT 1 AND 2 TO BE INSTALLED WITH THE DEVELOPMENT OF LOT 2.  
 5. VEHICULAR ACCESS TO BE RESTRICTED TO THE PRIVATE DRIVE ONLY. NO VEHICLE ACCESS TO VIKING OR BRANDLYNN BLVD FROM ANY LOT OTHER THAN THE PROPOSED PRIVATE DRIVE.  
 6. PROPOSED 5' WALK WILL BE INSTALLED WHEN SUBDIVISION IS DEVELOPED.  
 7. DEAD END DESIGNATOR SIGNS NEED AT END OF PRIVATE DRIVE EAST SIDE OF LOT 2 IF THE CONSTRUCTION OF LOT 2.  
 8. SIDEWALK CONNECTION TO EXTERNAL TRAIL ALONG VIKING REQUIRED FOR LOTS 2 AND 3.

LEGEND  
 PROPOSED  
 EXISTING

- EVERGREEN TREE
- DECIDUOUS TREE
- SHRUBS (BUSHES)
- TREE LINE
- SIGN (TYPE AS NOTED)
- FENCE
- SILT FENCE
- WATERLINE
- WATER VALVE
- FIRE HYDRANT
- SANITARY SEWER LINE
- STORM SEWER LINE
- MANHOLE
- CLEANOUT
- INTAKE
- BREEZE INTAKE
- GAS LINE
- GAS VALVE
- OVERHEAD ELECTRICAL LINE
- BURIED ELECTRICAL LINE
- POWER POLE
- STREET LIGHT
- ELECTRICAL BOX/TRANSFORMER
- TELEPHONE LINE
- TELEPHONE FRESTAL
- SECTION/R.O.W. LINE
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE
- R.O.W. RAIL OR LOT CORNER
- CONCRETE MONUMENT
- GOVERNMENT CORNER MONUMENT
- PARCEL OR LOT CORNER MONUMENT
- CONSTRUCTION EASEMENT CORNER
- SURVEY CONTROL POINT



# FINAL PLAT

## PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE VI LOT 3, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE II CEDAR FALLS, IOWA

**SURVEYOR**  
 TRAVIS R STEWART, P.L.S.  
 CLAPSADDER-GARBER ASSOCIATES, INC.  
 5106 NORDIC DRIVE  
 CEDAR FALLS, IOWA 50613  
 PHONE 319-266-0258

**SURVEY REQUESTED BY:**  
 LMM INVESTMENTS  
 137 SOUTH 2ND AVENUE  
 WAITE PARK, MN 56387

**OWNERS OF RECORD**  
 GREENHILL ESTATES, INC.  
 OSTER FAMILY LIMITED PARTNERSHIP  
 3957 75TH STREET  
 AURORA, IL 60504

**SHEET INDEX**  
 SHEET 1 COVER SHEET  
 SHEET 2 FINAL PLAT

**ZONING INFORMATION:**

CURRENT: HWY-1, HIGHWAY COMMERCIAL DISTRICT  
 SET BACK - 20 FEET ALONG BRANDILYNN BLVD AND VIKING ROAD

**FLOODPLAIN:**

ZONE X  
 AREA OF MINIMAL FLOOD HAZARD  
 FIRM MAP NUMBER 19013C0277F  
 EFFECTIVE JULY 18, 2011.

**PREPARED DATE:**

AUGUST 2023

**NOTE:**

ALL BEARINGS ARE THE RESULT OF G.P.S.  
 OBSERVATIONS USING IARCS: ZONE 5 WATERLOO

**CLOSURE:**

- ALL SUBDIVISION BOUNDARIES ARE WITHIN  
 THE 1:10,000 ERROR OF CLOSURE  
 REQUIREMENT  
 - ALL LOTS ARE WITHIN THE 1:5000 ERROR  
 OF CLOSURE REQUIREMENT.



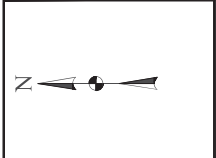
**VICINITY MAP**  
 NOT TO SCALE

**LEGAL DESCRIPTION**

LOT 3, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE II, CEDAR FALLS,  
 BLACK HAWK COUNTY, IOWA, CONTAINING 3.61 ACRES MORE OR LESS,  
 SUBJECT TO EASEMENTS AND RESTRICTIONS

LOT TABLE		
LOT	ACRES	SQ FT
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<b>TOTAL</b>	<b>3.61</b>	<b>157,395</b>

LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)	RECORDED AS
▲ PLSS CORNER (as noted)	( ) =
● NO. 4 BAR WITH OPC #17162 UNLESS NOTED OTHERWISE	
△ PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)	
○ 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)	
FOUND	
SET	



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

Travis R. Stewart, PLS  
 Iowa License Number 17162  
 My License Renewal Date is December 31, 2025  
 Sheets covered by this seal: SHEET 1 AND SHEET 2

**CGA**

PN: 23-DS-0214  
 DATE OF SURVEY: 05-24-23  
 DRAWN BY: LSK  
 FIELD CREW: DGM  
 SHEET NO. 10



**OWNER'S STATEMENT AND DEED OF DEDICATION  
FOR  
PINNACLE PRAIRIE COMMERCIAL SOUTH – PHASE VI**

KNOW ALL MEN BY THESE PRESENTS:

That Greenhill Estates, Inc. and Oster Partners, LP, hereinafter “Owners”, being desirous of setting out and platting into lots and streets the land described in the attached legal description, Exhibit “A”, do 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:

Pinnacle Prairie Commercial South – Phase VI  
Cedar Falls, Black Hawk County, Iowa

all of which is with the free consent and desire of the Owners, Menard, Inc., hereinafter “Menard”, is also a party to this Deed of Dedication as the owner of the Lot 3 in Pinnacle Prairie Commercial South – Phase II, but for no other purpose, and Menard shall not be liable for any obligations of an Owner outlined herein nor shall this document be construed to add obligations on Menard other than those found in the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II.

**DECLARATION OF EASEMENTS**

The Owners hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sewer, gas, electricity, communication service, or cable television, perpetual non-exclusive easements for the construction, laying building, and maintenance of said services, including underground facilities and related surface mounted equipment such as meter boxes, junctions and cabinets, for said services, over, under across, and upon the property in the locations identified as utility easements on the attached Plat, Exhibit “B”. The easements set forth in this Declaration of Easements shall run with the land. No building structures, fence structures, landscaping structures, private gardens or any other obstructions of any nature shall be constructed on or over any easements granted herein.

**DEDICATION OF RIGHT-OF-WAY**

The Owners hereby dedicate and set apart to the public and for the public’s use the tracts as shown and laid out on the Plat and all subject to the easements set forth herein.

**RESTRICTIONS**

The Owners do hereby covenant and agree for themselves and their 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 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 HWY-1 Highway Commercial District and as set forth in the Cedar Falls Zoning Ordinance as amended from time to time. Use of this property shall be governed by the Zoning District restrictions which are applicable thereto.

3. Development of this property will further be in accordance with Design Guidelines for Pinnacle Prairie, which have been established by the owners and developers. These Guidelines shall further govern the development, construction and usage of the lots and tracts in this subdivision, including but not limited to, design, materials, signage, landscaping, plantings, parking, lighting, and buildings. Said Guidelines may be amended or altered by the Design Committee as the Committee deems necessary.

4. A Design Committee has been established to maintain the standards established in the Pinnacle Prairie Design Guidelines. The Committee shall provide information and assistance to purchasers of applicable lots in the Design Review Process established by the Committee. Approval of the Committee shall be required as to all construction, including but not limited to design, materials, signage, landscaping, plantings, parking, lighting, and buildings. Design requirements shall be a condition prerequisite to construction, and these requirements, once established, shall continue to be binding on purchasers of applicable lots in this subdivision, their transferees, successors, grantees, heirs, and assigns.

5. Each person or entity who is a record owner of Pinnacle Prairie Commercial South-Phase VI shall become a member of an Owners Association to be established by the Owners. This Association shall be responsible to maintain common areas, including, but not limited to, landscaping, sidewalks, medians, vegetation, private drives, private streets, monuments and signage, and any and all other improvements and common areas, private drives, private streets, basins, storm water drainage and detention areas and other common areas. A Charter has been established which prescribes the responsibilities and obligations of said lot owners and which provides for sharing and assessment of costs. The Charter shall be binding upon the owners, lessees, and occupants of each portion of the property made subject to the Charter and any person or entity holding any interest in such property, as well as their respective guests and invitees. The record owners of each lot 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 said



owners hold title to such property. Membership in the association shall be appurtenant to and may not be separated from ownership of such lot. 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 a 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 the share of the common expenses of the association as described in the Charter and the bylaws 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 owners' property under the Charter. Any provisions above to the contrary notwithstanding.

6. All sanitary and stormwater utilities shall be privately owned by the record owners of Pinnacle Prairie Commercial South-Phase VI and maintained by the Owners Association of Pinnacle Prairie Commercial South-Phase VI.

7. All record owners of Pinnacle Prairie Commercial South-Phase VI shall be restricted from constructing any building on any utility easements on the attached Plat, Exhibit "B".

8. There shall be no direct lot access to Viking Road, or Brandilynn Boulevard. All accesses for lots 1-3 shall be restricted to the internal private drive. Said private drive shall be located within an easement to the benefit of all lot owners within the subdivision as shown on the plat granted by the owner of Lot 3 of Pinnacle Prairie Commercial South, Phase II to the benefit of all lot owners within Pinnacle Prairie Commercial South – Phase V and Phase VI pursuant to the Shared Road Agreement executed by Greenhill Estates, Inc., Oster Partners, L.P., and Gorman, L.P., dated December 28, 2021 and recorded with the Office of the Black Hawk County, Iowa Recorder on January 11, 2022 in Document Number 2022-14293.

9. 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.

10. Invalidation of any 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.

11. 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 614.24-614.28, Code of Iowa.

#### STREETS, SIDEWALKS, UTILITIES AND SEWERS

The Owners, in consideration of approval of this Plat by the City of Cedar Falls, Iowa, agree for themselves, their successors and assigns, as follows:

1. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the subdivision will be provided.
2. That underground utilities shall be installed, as required by the City of Cedar Falls Subdivision Ordinance.
3. That City water shall be installed to all lots as required by the Cedar Falls Municipal Utilities.
4. That municipal fire hydrants will be installed as required by the Cedar Falls Public Safety Department.
5. That storm sewers will be installed as required by the City Engineer of the City of Cedar Falls. Additionally, the Owners shall provide management and maintenance of detention areas for storm water as required by the City Engineer and these duties and responsibilities shall be effectuated through the Association, Charter or Maintenance Agreement as applicable. Said areas were previously established as part of Pinnacle Prairie Commercial South-Phase II. These requirements will be specific for each lot as each lot is developed.
6. That handicap ramps will be provided as required by law.
7. 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, Iowa.
8. All signs erected on any lot in said subdivision, including building wall signage will comply with the applicable Zoning Ordinance requirements.

9. Owner and its successors and assigns shall comply with the site plan review process and approval by the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council.

10. The Owner of each lot, vacant or improved, shall be required to provide services not provided by the City of Cedar Falls, Iowa, such as snow removal on streets and sidewalks, refuse pickup, and street maintenance, all pursuant to the terms of the Pinnacle Prairie Commercial South-Phase VI Owners Association and the Shared Road Agreement executed by Greenhill Estates, Inc., Oster Partners, L.P., and Gorman, L.P., dated December 28, 2021 and recorded with the Office of the Black Hawk County, Iowa Recorder on January 11, 2022 in Document Number 2022-14293. The City of Cedar Falls, Iowa, shall not be responsible for providing such services.

11. Prior to issuance of an occupancy permit for any development on Lot 2, the shared private drive shall be constructed within the designated access easement from the existing private drive located at the western boundary of the plat and along the entirety of the northern boundary of Lot 2 and said extension shall be reviewed and approved with the site plan for development on Lot 2. Prior to issuance of an occupancy permit for any development on either Lot 1 or Lot 3, the private shared drive shall be further extended within the designated access easement along the northern boundary of Lot 3 and then northward along the eastern boundary of Lot 1 to connect with Brandilynn Boulevard and said extension shall be reviewed and approved with the site plan for Lot 1 or Lot 3, whichever develops first. The private driveway extensions shall be constructed by a contractor approved by the owners of the lots within the plat, and the expense of the private driveway extension shall be shared equally by the owners of Lot 1, Lot 2, and Lot 3.

12. The parties to this Deed of Dedication acknowledge and affirm that the property in Pinnacle Prairie Commercial South-Phase VI is subject to that certain Deed of Dedication for Pinnacle Prairie Commercial South-Phase II and nothing herein shall amend or terminate the obligations contained therein.

13. Prior to the issuance of an occupancy permit for any development on Lot 1 within Pinnacle Prairie Commercial South – Phase VI, or within five years after the date the final plat is filed in the office of the Recorder of Black Hawk County, whichever is sooner, a 5-foot wide, 4 inch thick concrete sidewalk built to City Engineer’s specifications, including accessibility ramps as required by law, shall be installed within the public ROW along Brandilynn Boulevard extending from the sidewalk on Lot 4 of Pinnacle Prairie Commercial South-Phase V across Lot 1 of Pinnacle Prairie Commercial South-Phase VI to connect with the sidewalk on Tract “B” of Pinnacle Prairie Commercial South – Phase II. All applicable requirements of the Cedar Falls Subdivision Code shall apply.

[signature page to follow]

IN WITNESS WHEREOF, this instrument has been signed at Scottsdale, ARIZONA, this 18 day of MARCH, 2024.

EXECUTED on 3/18, 2024 by Owners.

**OWNERS:**

**OSTER PARTNERS, LP, an Illinois limited partnership (f/k/a Oster Family Limited Partnership)**

By: Merrill Oster  
Print Name: Merrill Oster  
Title: General Partner

**GREENHILL ESTATES, INC., an Iowa corporation**

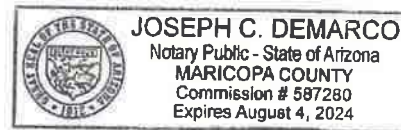
By: Merrill Oster  
Print Name: Merrill Oster  
Title: President

STATE OF ARIZONA )  
 )  
COUNTY OF MARICOPA )

ss.


This instrument was acknowledged before me on the 18 day of MARCH, 2024 by Merrill J. Oster, President of Greenhill Estates, Inc. and General Partner of Oster Partners, LP.

Joseph C. Demarco  
Notary Public in and for the State of ARIZONA



Menard is signing this Deed of Dedication solely for the purpose of acknowledging that the lots burdened thereby are also included in the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II, however such acknowledgment shall in no way act as a waiver of any of the obligations of such lot owners under the Deed of Dedication for Pinnacle Prairie Commercial South-Phase II

**MENARD, INC.**

By:   
Print Name: Theron S. Berg  
Title: General Manager Properties

**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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** Pinnacle Prairie Commercial South Phase VI  
Contract for Completion of Improvements

The developer of the above-mentioned project, Greenhill Estates, Inc., has requested Final Plat approval in order to proceed with the sale of lots in the development. Clapsaddle-Garber Associates, Inc., the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a Performance and Payment Bond in the amount of \$117,564.00 to ensure completion of the project. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concurs that the amount of the Performance Bond is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

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

**CONTRACT FOR COMPLETION OF IMPROVEMENTS**  
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Greenhill Estates, Inc; owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named Pinnacle Prairie Commercial South Phase VI in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$ 117,564.00 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$ 117,564, issued by \_\_\_\_\_, Exhibit "C".
- D. Maintenance Bond in the amount of \$ 97,970.00, issued by \_\_\_\_\_, Exhibit "D."



The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

By: Marshall Coster  
Ben Plue (name)  
"DEVELOPER" (title)

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Daniel Laudick, Mayor

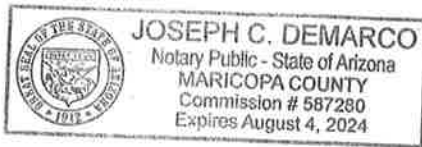
Attest: \_\_\_\_\_  
Kim Kerr, City Clerk

(seal)

"CITY"

STATE OF IOWA ARIZONA )  
 ) ss:  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on this 10<sup>th</sup> day of April, 2024, by Marshall Coster as Ben Plue of Greenhill Estates



Joseph C De Marco  
Notary Public in and for the State of Iowa ARIZONA  
My commission expires: 08-04-24

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

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Daniel Laudick, Mayor, and Kim Kerr, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires: \_\_\_\_\_

# Exhibit A

Item 45.

## FINAL PLAT PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE VI LOT 3, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE II CEDAR FALLS, IOWA

**SURVEYOR**

TRAVIS R STEWART, P.L.S.  
CLAPSADDLE-GARBER ASSOCIATES, INC.  
5106 NORDIC DRIVE  
CEDAR FALLS, IOWA 50613  
PHONE 319-266-0258

**SURVEY REQUESTED BY:**

LMM INVESTMENTS  
137 SOUTH 2ND AVENUE  
WAITE PARK, MN 56387

**OWNERS OF RECORD**

GREENHILL ESTATES, INC.  
OSTER FAMILY LIMITED PARTNERSHIP  
3957 75TH STREET  
AURORA, IL 60504

**SHEET INDEX**

SHEET 1 COVER SHEET  
SHEET 2 FINAL PLAT

**ZONING INFORMATION:**

CURRENT: HWY-1, HIGHWAY COMMERCIAL DISTRICT  
SET BACK - 20 FEET ALONG BRANDILYNN BLVD AND VIKING ROAD

**FLOODPLAIN:**

ZONE X  
AREA OF MINIMAL FLOOD HAZARD  
FIRM MAP NUMBER 19013C0277F  
EFFECTIVE JULY 18, 2011.

**PREPARED DATE:**

AUGUST 2023

**NOTE:**

ALL BEARINGS ARE THE RESULT OF G.P.S.  
OBSERVATIONS USING IaRCS: ZONE 5 WATERLOO

**CLOSURE:**

- ALL SUBDIVISION BOUNDARIES ARE WITHIN  
THE 1:10,000 ERROR OF CLOSURE  
REQUIREMENT  
- ALL LOTS ARE WITHIN THE 1:5000 ERROR  
OF CLOSURE REQUIREMENT.



**VICINITY MAP**  
NOT TO SCALE

**LEGAL DESCRIPTION**

LOT 3, PINNACLE PRAIRIE COMMERCIAL SOUTH - PHASE II, CEDAR FALLS,  
BLACK HAWK COUNTY, IOWA, CONTAINING 3.61 ACRES MORE OR LESS,  
SUBJECT TO EASEMENTS AND RESTRICTIONS

**LOT TABLE**

LOT	ACRES	SQ FT
1	1.55	67,444
2	1.11	48,560
3	0.95	41,391
<b>TOTAL</b>	<b>3.61</b>	<b>157,395</b>

( ) = RECORDED AS

LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)	
▲	PLSS CORNER (as noted)
●	NO. 4 BAR WITH OPC #17162 UNLESS NOTED OTHERWISE
△	PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)
○	1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)



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

Travis R. Stewart, PLS \_\_\_\_\_ date \_\_\_\_\_  
Iowa License Number 17162  
My License Renewal Date is December 31, 2025  
Sheets covered by this seal: SHEET 1 AND SHEET 2

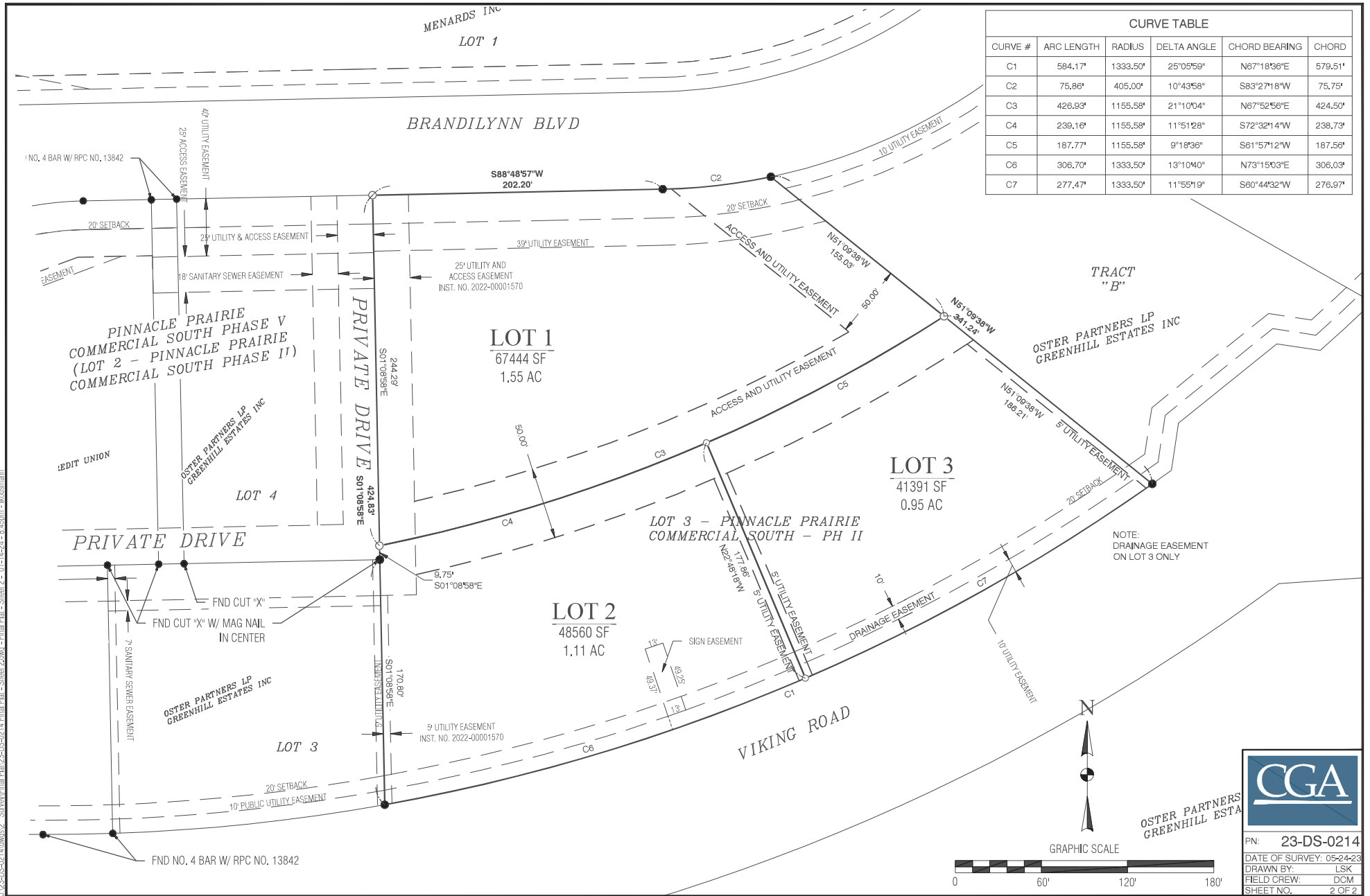


PN: 23-DS-0214  
DATE OF SURVEY: 05-24-23  
DRAWN BY: LSK  
FIELD CREW: DCM  
SHEET NO. 1 OF 2

J:\23-DS-0214\Drawings\2\_Survey\Final Plat\23-DS-0214\_Final Plat - Sheet 1.dwg - Final Plat - Sheet 1 - 01-12-24 - 7:20pm - krossmann

# Exhibit A

Item 45.



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	584.17'	1333.50'	25°05'59"	N67°18'36"E	579.51'
C2	75.86'	405.00'	10°43'58"	S83°27'18"W	75.75'
C3	426.93'	1155.58'	21°11'04"	N67°52'56"E	424.50'
C4	239.16'	1155.58'	11°51'28"	S72°32'14"W	238.73'
C5	187.77'	1155.58'	9°18'36"	S61°57'12"W	187.58'
C6	306.70'	1333.50'	13°10'40"	N73°15'03"E	306.03'
C7	277.47'	1333.50'	11°55'19"	S60°44'32"W	276.97'

J:\23-DS-0214\Drawings\2 - Survey\Final Plat\23-DS-0214 Final Plat - Sheet 2.dwg - Sheet 2 - 01-14-24 - 8:45pm - Kocossmann

OSTER PARTNERS LP  
GREENHILL ESTA

PN: 23-DS-0214  
 DATE OF SURVEY: 05-24-23  
 DRAWN BY: LSK  
 FIELD CREW: DCM  
 SHEET NO. 2 OF 2

Exhibit B

**PROJECT NAME:** PINNACLE PRAIRIE COMMERCIAL SOUTH PHASE VI  
**PROJECT NUMBER:** 23-DS-0214  
**OWNER:** LETNES GROUP AND OSTER PARTNERS LP  
**ENGINEER:** CLAPSADDLE-GARBER ASSOICATES, INC. (CGA)

PUBLIC WATER SYSTEM IMPROVEMENTS					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
SECTION 5010 - PIPE AND FITTINGS					
5.01	Water Main, Trenched, DIP, 12"	LF	580.00	\$ 110.00	\$ 63,800.00
5.02	Fittings	LS	1.00	\$ 2,000.00	\$ 2,000.00
5.03	Water Service, DIP, 6"	LF	13.00	\$ 90.00	\$ 1,170.00
SECTION 5020 - VALVES, FIRE HYDRANTS AND APPURTENANCES					
5.04	Gate Valve, 6"	EA	1.00	\$ 3,000.00	\$ 3,000.00
5.05	Gate Valve, 12"	EA	1.00	\$ 3,500.00	\$ 3,500.00
5.06	Fire Hydrant Assembly	EA	2.00	\$ 8,000.00	\$ 16,000.00
5.07	Fire Hydrant Assembly, Remove and Relocate	EA	1.00	\$ 7,000.00	\$ 7,000.00
5.08	Connection to Existing Water Main	EA	1.00	\$ 1,500.00	\$ 1,500.00
<b>SUBTOTAL</b>					<b>\$ 97,970.00</b>

<b>20% CONTINGENCY</b>	<b>\$ 19,594.00</b>
<b>TOTAL CONSTRUCTION COST</b>	<b>\$ 117,564.00</b>

Prepared By:

CLAPSADDLE-GARBER ASSOCIATES, INC (CGA)



Adam C. Daters, PE

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, Greenhill Estates, Inc., as Principal (hereinafter the "Principal") and IMT Insurance Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of One Hundred Seventeen Thousand Five Hundred Sixty Four and 00/100 dollars (\$ 117,564.00 ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

WHEREAS, the Principal proposes to develop a subdivision named Pinnacle Prairie Commercial South Phase VI in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

580 LF of 12" DIP Watermain, 13 LF of 6" Water Service, 2 Fire Hydrants, 1 Relocated Fire Hydrant, Watermain Connection and Testing.

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

The Principal shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

- 2. PAYMENT: The Principal and the Surety on this Bond hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Principal or any subcontractor.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

- 3. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Principal in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed.

The Principal and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans now on file in the City Engineer's office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract is hereby made a part of this Bond.

Project No. \_\_\_\_\_

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**PRINCIPAL:**

Greenhill Estates, Inc.

Principal

By: Marcie Oster  
Signature

Gen Am  
Title

**SURETY:**

IMT Insurance Company

Surety Company

By: E. A. von Harz  
Signature Attorney-in-Fact

E. A. von Harz

Printed Name of Attorney-in-Fact

AssuredPartners Great Plains, LLC

Surety Company Name

4200 University Ave, Suite 200

Surety Company Address

West Des Moines, IA 50266

City, State, Zip Code

515-244-0166

Surety Company Telephone Number

**NOTE:**

1. All signatures on this performance and payment 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.

01278948-1\10283-000



SURETY BOND NO. SYA7778

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Greenhill Estates, Inc., as Principal (hereinafter the "Principal") and IMT Insurance Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of Ninety Seven Thousand Nine Hundred Seventy and 00/100 dollars (\$97,970.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the \_\_\_\_\_ day of \_\_\_\_\_; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

580 LF of 12" DIP Watermain, 13 LF of 6" Water Service, 2 Fire Hydrants, 1 Relocated Fire Hydrant, Watermain Connection and Testing.

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

- 1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
  - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Countersigned By:

PRINCIPAL:

N/A  
Signature of Agent

Greenhill Estates, Inc.  
Principal

Printed Name of Agent

By: Marcell Oster  
Signature  
Ben Oster  
Title

Company Name

SURETY:

Company Address

IMT Insurance Company  
Surety Company

City, State, Zip Code

By: E. A. von Harz  
Signature of Attorney-in-Fact

Company Telephone Number

E. A. von Harz  
Printed Name of Attorney-in-Fact

AssuredPartners Great Plains, LLC  
Company Name

4200 University Ave, Suite 200  
Company Address

West Des Moines, IA 50266  
City, State, Zip Code

515-244-0166  
Company Telephone Number

**NOTE:**

1. All signatures on this 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.

01262978-1\10283-000



POWER OF ATTORNEY

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jeffrey R. Baker, E. A. von Harz, Brandon Horbach, Greg T. LaMair, Joseph I. Schmit, Courtney Meyer and Juliana Bartlett

of West Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

\*\*\*\*\*Unlimited Amounts\*\*\*\*\*

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attomey-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this \_\_\_\_\_ day of \_\_\_\_\_,

IMT Insurance Company

Sean Kennedy

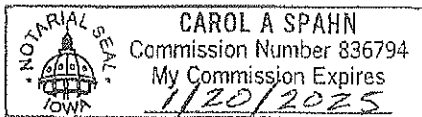
Sean Kennedy, President



STATE OF IOWA } ss: COUNTY OF Dallas

On this \_\_\_\_\_ day of \_\_\_\_\_, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Carol A Spahn

Notary Public, Dallas County, Iowa

CERTIFICATE

I, Greg Blythe, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on \_\_\_\_\_ day of \_\_\_\_\_

Greg Blythe

Greg Blythe, Secretary





DEPARTMENT OF PUBLIC WORKS

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**MEMORANDUM**

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

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

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Brian Heath, O/M Division Manager *BH*  
**DATE:** Tuesday, April 23, 2024  
**SUBJECT:** Pavement Marking Contract

Sealed bids were opened at 2:00 p.m. on April 11, 2024, for contract pavement marking services. This project encompasses painting pavement markings including roundabouts, crosswalks, parking lots, etc.

Of the five (5) contractor requests that were sent out, only one (1) bid was received from Laser Line Striping in the amount of \$59,950.00

The bid documents from Laser Line Striping were in order and the firm has performed quality contract work for the City in the past. Therefore, the Public Works Department is recommending that City Council accept the sole bid in the amount of \$59,950.00 and enter into a contract with Laser Line Striping to perform pavement marking services for the City of Cedar Falls.

Please feel free to contact me if you have questions or comments.

Att.

Cc: Chase Schrage, Public Works Director  
Matt Lukehart, Traffic Operations Supervisor

CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between Laser Line Striping ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's pe under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

### 3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

### 4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

### 5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on September 16<sup>th</sup> 2022 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to



continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Contractor:  
Name: Dean Weichert - Laser Line Striping  
Title: Owner  
Address: 10572 320<sup>th</sup> St.  
Ackley, IA 50601  
Telephone: 319-231-7176  
Email: d.lineuponline@yahoo.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

(Name of Contractor) Laser Line Striping

By: Dean Weikert (Dean Weikert)

Its: ORDER

Date: 4/17/24

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Danny Laudick, Mayor

Attest: \_\_\_\_\_

Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

# EXHIBIT B

## FORM OF PROPOSAL PAVEMENT MARKINGS CITY OF CEDAR FALLS, IOWA

The undersigned hereby certifies that Laser Line Striping have personally and carefully examined the specifications, and general conditions, annexed hereto.

Having made such examination, the undersigned hereby proposes to perform the improvements for the Pavement Symbol and Crosswalk Painting in accordance with the plans and specifications on file in the Public Works Office, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, at the following prices, to-wit:

Item No.	Description	Item Quantity and Units	Unit Prices		Unit Price Extensions	
			Dollars	Cents	Dollars	Cents
1	Parking Stalls and Curb(s), Items 1.a through 1.l	Lump sum	/	/	2,700	00
2	Rail Road Crossing Symbols and Stop Bars Items 2.a through 2.r	Lump sum	/	/	3,000	00
3.A *	School Pedestrian Crosswalks and Stop Bars Items 3.A.1 through 3A.54	Lump sum	/	/	9,500	00
3.B	College Hill Crosswalks & Stop Bars Items 3.B.1 through 3.B.13	Lump sum	/	/	3,200	00
3.C	Pedestrian Crosswalks & Stop Bars Items 3.C.1 through 3.C.25	Lump sum	/	/	3,800	00
3.D	Signalized Intersection Crosswalks, Stop Bars and Arrows Items 3.D.1 through 3.D.34	Lump sum	/	/	18,205	00

Item No.	Description	Item Quantity and Units	Unit Prices		Unit Price Extensions	
			Dollars	Cents	Dollars	Cents
4	Roundabouts Items 4.a Through 4.m	Lump sum	/	/	18,200	00
5	Parking Lots Items a-g	Lump sum	/	/	1,345	00
		Lump sum	/	/		

		TOTAL BID	Dollars	Cents
			59,950	00





**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU - PRIMARY**

CB-7191(5-13)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured:

- 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 additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- 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.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

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

This insurance does not apply to:

- a. *Bodily injury, property damage, personal and advertising injury* arising out of the rendering of, or the 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, architectural or engineering activities.
  - b. *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.
3. The insurance provided by this endorsement is primary and noncontributory.

**ADDITIONAL INSURED - COMPLETED OPERATIONS SCHEDULED -  
PRIMARY (OWNERS, LESSEES OR CONTRACTORS)**

CB-7244(4-10)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

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*.

The insurance provided by this endorsement is primary and noncontributory.

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s) (Name and Address)	Location and Description of Completed Operations
EXTERIOR MAINTENANCE RESOURCES INC DBA MERIT SERVICE SOLUTIONS 52 E SWEDES FORD RD STE 100 MALVERN PA 19355	ALL LOCATIONS WITHIN THE COVERAGE TERRITORY
KIRK GROSS COMPANY PO BOX 2097 WATERLOO IA 50704	ALL LOCATIONS WITHIN THE COVERAGE TERRITORY
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	ALL LOCATIONS WITHIN THE COVERAGE TERRITORY
SKOGMAN CONSTRUCTION C/O ACCOUNTING DEPT 411 1ST AVE SE STE 200 CEDAR RAPIDS IA 52401	ALL LOCATIONS WITHIN THE COVERAGE TERRITORY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US**

CB-0497F(1-06)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak Common Policy Conditions is amended as follows:

We waive any right of recovery we may have

against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to the person or organization shown in the Schedule.

**SCHEDULE**

**Person or Organization  
(Name and Address)**

---

PETERSON CONTRACTORS INC  
PO BOX A  
REINBECK IA 50669

CUNNINGHAM CONSTRUCTION CO INC  
1025 CENTER ST  
CEDAR FALLS IA 50613

CITY OF CEDAR FALLS  
220 CLAY ST  
CEDAR FALLS IA 50613

SKOGMAN CONSTRUCTION  
C/O ACCOUNTING DEPT  
411 1ST AVE SE STE 200  
CEDAR RAPIDS IA 52401

**IOWA MUNICIPALITY ENDORSEMENT**

**IL-7064(1-03)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BIS-PAK BUSINESS LIABILITY AND MEDICAL  
EXPENSES COVERAGE FORM**

**1. Additional Insured**

The municipality shown in the Schedule 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, is an additional insured with respect to liability arising out of your work and/or services performed for the municipality. This coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured, whether other available coverage be primary, contributing or excess.

**2. Governmental Immunities**

**a. Nonwaiver of Governmental Immunity**

We expressly agree and state that the purchase of this policy and the including of the municipality shown in the Schedule as an additional insured does not waive any of the defenses of governmental immunity available to the municipality under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**b. Claims Coverage**

We further agree 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.

**c. Assertion of Government Immunity**

The municipality 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 timely written request by us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

**d. Non-Denial of Coverage**

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.

**e. We and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.**

**3. Cancellation and Material Changes**

We will give thirty (30) days advance written notice of cancellation, nonrenewal, reduction in coverage and/or limits and ten (10) days written notice for nonpayment of premium to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

**SCHEDULE**

**Municipality**

CITY OF CEDAR FALLS

**Address**

220 CLAY ST  
CEDAR FALLS, IA 50613



## DEPARTMENT OF PUBLIC WORKS

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

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**MEMORANDUM**

**TO:** Mayor Daniel Laudick and Cedar Falls City Council  
**FROM:** Chase Schrage, Director, Public Works Department  
**DATE:** April 29, 2024  
**SUBJECT:** Iowa DOT Patents No. 6464 & No. 6465

Enclosed is a request to accept the land patents (warranty deed) for the excess land purchased in regards to the West 1<sup>st</sup> Street Project. The request to purchase the properties was on the February 5, 2024, City Council agenda. The agreement between the Iowa DOT and the City outlines a 50/50 cost share on any right-of-way purchased as part of the project. After the purchase of these parcels, the City will receive half of the parcel costs back in reimbursement.

The Department of Public Works recommends that the City Council approve these state land patents. Let me know if you have any questions.



IOWA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY BUREAU  
800 Lincoln Way  
Ames, IA 50010  
515-239-1216  
www.iowadot.gov

KIM REYNOLDS, GOVERNOR  
ADAM GREGG, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR

**CERTIFIED LETTER**

April 8, 2024

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

Dear City of Cedar Falls, Iowa:

We are enclosing Patent No. 6464 and Patent # 6465 signed by the Governor and the Secretary of State. This Patent conveys to you a tract of land in Black Hawk County, Iowa.

This patent was recorded in the county courthouse.

**When Communicating, Refer To:**

Black Hawk County  
Parcel No. 49 and 52  
Sale of Land

Sincerely,

Mike L. Jackson  
Property Management Supervisor  
Right of Way Bureau

MLJ: sjs  
Enclosure

Number: 202400012144  
Recorded: 4/3/2024 at 1:38:16.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax: \$0.00  
Sandie L. Smith, RECORDER  
Black Hawk County, Iowa



**STATE LAND PATENT**  
Recorder's Cover Sheet

**PREPARER INFORMATION:** Sandy Sells, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1731

**TAXPAYER INFORMATION:** City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613

**RETURN DOCUMENT TO:** Sandy Sells, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010

**GRANTORS:**  
State of Iowa

**GRANTEES:**  
City of Cedar Falls, Iowa

**LEGAL DESCRIPTION:** See Page 2

**DOCUMENT OR INSTRUMENT NUMBER OF PREVIOUSLY RECORDED DOCUMENTS:**

Prepared by\ Return to:  
Sandy Sells, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1731  
Address Tax Statements: City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613

# State of Iowa

## OFFICE OF THE SECRETARY OF STATE

Patent No. 6464

### STATE LAND OFFICE

The **STATE OF IOWA**, subject to conditions listed in this patent, hereby conveys to **City of Cedar Falls, Iowa**, real estate in **Black Hawk County**, Iowa, and more particularly described as follows:

A part of Lot 8 of Block 38, Village of Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Section 12, T89N, R14W, Black Hawk County, Iowa, shown and described as Excess Land Plat Exhibit "A" on a Plat of Survey recorded in Black Hawk County, Iowa on January 19, 2022 as Document 202200014855.

Direct access between the above-described parcel of land and Hwy 57, AKA W 1<sup>st</sup> Street is prohibited and any and all rights of access to Hwy 57 from the above-described property shall be reserved to the State.

This conveyance is subject to all easements of record.

The State retains the right of entry thereon for the purpose of constructing and maintaining the right of way fence. The fence shall be maintained for vehicle access control purposes only. The State will be held blameless and without liability for fencing private property or maintaining the same. The buyer may pasture against said fence at their own peril and the State will be held blameless and without liability for fencing private property or maintaining the same to restrain livestock.

These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

This transfer is exempt from transfer tax. Iowa Code Section 428A.2(6).

Declaration of Value Filing is not required, as the State of Iowa is the Grantor and exempt from such filing by Section 428A.1 of the Code of Iowa.

**CONDITIONS:** Authority and consideration for issuance of this patent are stated in the certificate of the **Right of Way Director of the Iowa Department of Transportation** filed with the State Land Office as provided in *Iowa Code* Section 9G.6. This conveyance is subject to the conditions imposed by *Iowa Code* Sections 306.22, 306.23, 306.24, and 306.25, including the right of a utility association, company or corporation to continue in possession of a right of way in use at the time of the sale.



I, **Kim Reynolds**, Governor of the State of Iowa, have caused this instrument to be issued and the Great Seal of the State of Iowa to be affixed to it at Des Moines, on this 25<sup>th</sup> day of March, 2024.

  
\_\_\_\_\_  
Kim Reynolds, Governor of Iowa

  
\_\_\_\_\_  
Paul D. Pate, Iowa Secretary of State

I hereby certify that the foregoing Patent is recorded in Vol. 29 Page 28 in the State Land Office.

  
\_\_\_\_\_  
Paul D. Pate, Iowa Secretary of State



# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 TERRY COADY  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023  
 515-964-2020  
 TLCOADY@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

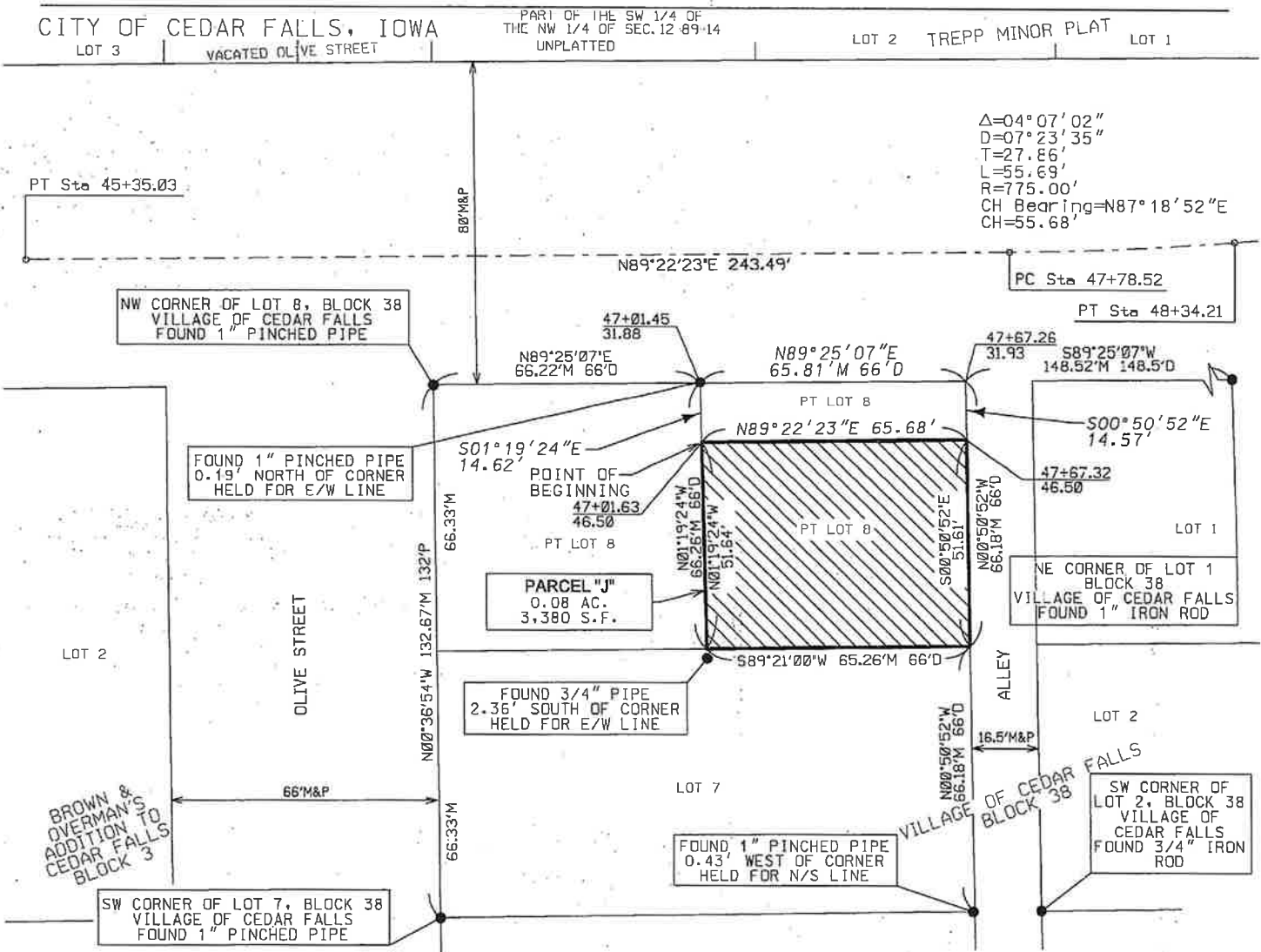
SURVEY LOCATED:  
 PT OF LOT 8  
 BLOCK 38  
 VILLAGE OF CEDAR FALLS

REQUESTED BY:  
 STATE OF IOWA

Number: 202200014855  
 Recorded: 1/19/2022 at 4:13:12.0 PM  
 County Recording Fee: \$12.00  
 Iowa E-Filing Fee: \$3.22  
 Combined Fee: \$15.22  
 Revenue Tax:  
 Sandie L. Smith, RECORDER  
 Black Hawk County, Iowa

## IOWA DEPARTMENT OF TRANSPORTATION EXCESS LAND PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 49  
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE \_\_\_\_\_ AC EXCESS-FEE 0.08 AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM J & M BODENSTEINER, LLC



LICENSED PROFESSIONAL LAND SURVEYOR

TERRY COADY

18643

IOWA

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

*Terry Coady*  
TERRY COADY DATE: 1-7-2022

License number 18643

My License Renewal Date is December 31, 2023

Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY

This plat has been reviewed by the City of Cedar Falls.

*[Signature]* 1/11/22  
 Zoning Administrator Date  
 City of Cedar Falls

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

**PARCEL "J" DESCRIPTION**

**DESCRIPTION OF ATTACHED PLAT FOR EXCESS PARCEL**

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07  
PARCEL NO. 49

**EXCESS LAND PARCEL DESCRIBED AS FOLLOWS:**

A PART OF LOT 8 OF BLOCK 38, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8 OF BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE NORTH 89°25'07" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.22 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 8; THENCE SOUTH 01°19'24" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 8, A DISTANCE OF 14.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°22'23" EAST, 65.68 FEET TO THE EAST LINE OF LOT 8; THENCE SOUTH 00°50'52" EAST ALONG SAID EAST LINE, 51.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 89°21'00" WEST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 65.26 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 OF LOT 8; THENCE NORTH 01°19'24" WEST ALONG SAID WEST LINE OF THE EAST 1/2 OF LOT 8, A DISTANCE OF 51.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES (3,380 S.F.).

NOTE: THE NORTH LINE OF SAID LOT 8 IS ASSUMED TO BEAR NORTH 89°25'07" EAST FOR THE PURPOSES OF THIS SURVEY.

**DATE OF SURVEY**

OCTOBER 17, 2017

**OWNER**

STATE OF IOWA  
800 LINCOLN WAY  
AMES, IA 50010

**BASIS OF BEARING**

THE NORTH LINE OF SAID LOT 8 IS ASSUMED TO BEAR NORTH 89°25'07" EAST FOR THE PURPOSES OF THIS SURVEY.

BLACK HAWK COUNTY  
STP-57-2(28)—2C-07  
PARCEL NO. 49

Number: 202400012143  
Recorded: 4/3/2024 at 1:36:14.0 PM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax: \$0.00  
Sandie L. Smith, RECORDER  
Black Hawk County, Iowa



**STATE LAND PATENT**  
Recorder's Cover Sheet

**PREPARER INFORMATION:** Sandy Sells, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1731

**TAXPAYER INFORMATION:** City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613

**RETURN DOCUMENT TO:** Sandy Sells, Iowa Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010

**GRANTORS:**  
State of Iowa

**GRANTEES:**  
City of Cedar Falls, Iowa

**LEGAL DESCRIPTION:** See Page 2

**DOCUMENT OR INSTRUMENT NUMBER OF PREVIOUSLY RECORDED DOCUMENTS:**

Prepared by\ Return to:

Sandy Sells, IA Department of Transportation, Right of Way Office, 800 Lincoln Way, Ames, IA 50010, 515-239-1731  
Address Tax Statements: City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613

# State of Iowa

## OFFICE OF THE SECRETARY OF STATE

Patent No. 6465

### STATE LAND OFFICE

The **STATE OF IOWA**, subject to conditions listed in this patent, hereby conveys to **City of Cedar Falls, Iowa**, real estate in **Black Hawk County, Iowa**, and more particularly described as follows:

A part of Lot 1 of Block 3, Brown & Overman's Addition to Cedar Falls, an official plat now included in and forming a part of the City of Cedar Falls, Section 12, T89N, R14W, Black Hawk County, Iowa, shown and described as Excess Land Plat Exhibit "A" on a Plat of Survey recorded in Black Hawk County, Iowa on January 19, 2022 as Document 202200014856.

Direct access between the above-described parcel of land and Hwy 57, AKA W 1<sup>st</sup> Street is prohibited and any and all rights of access to Hwy 57 from the above-described property shall be reserved to the State.

This conveyance is subject to all easements of record.

The State retains the right of entry thereon for the purpose of constructing and maintaining the right of way fence. The fence shall be maintained for vehicle access control purposes only. The State will be held blameless and without liability for fencing private property or maintaining the same. The buyer may pasture against said fence at their own peril and the State will be held blameless and without liability for fencing private property or maintaining the same to restrain livestock.

These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

This transfer is exempt from transfer tax. Iowa Code Section 428A.2(6).

Declaration of Value Filing is not required, as the State of Iowa is the Grantor and exempt from such filing by Section 428A.1 of the Code of Iowa.

**CONDITIONS:** Authority and consideration for issuance of this patent are stated in the certificate of the **Right of Way Director of the Iowa Department of Transportation** filed with the State Land Office as provided in *Iowa Code* Section 9G.6. This conveyance is subject to the conditions imposed by *Iowa Code* Sections 306.22, 306.23, 306.24, and 306.25, including the right of a utility association, company or corporation to continue in possession of a right of way in use at the time of the sale.



I, **Kim Reynolds**, Governor of the State of Iowa, have caused this instrument to be issued and the Great Seal of the State of Iowa to be affixed to it at Des Moines, on this 25<sup>th</sup> day of March, 2024.



Kim Reynolds, Governor of Iowa



Paul D. Pate, Iowa Secretary of State

I hereby certify that the foregoing Patent is recorded in Vol. 29 Page 29 in the State Land Office.



Paul D. Pate, Iowa Secretary of State

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 TERRY COADY  
 SNYDER & ASSOCIATES, INC.  
 2727 SW SNYDER BOULEVARD  
 ANKENY, IOWA 50023  
 515-964-2020  
 TLCOADY@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 PT OF LOT 1  
 BLOCK 3  
 BROWN & OVERMAN'S ADDITION TO CEDAR FALLS

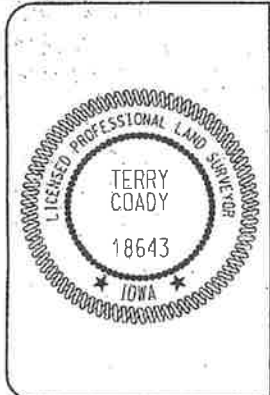
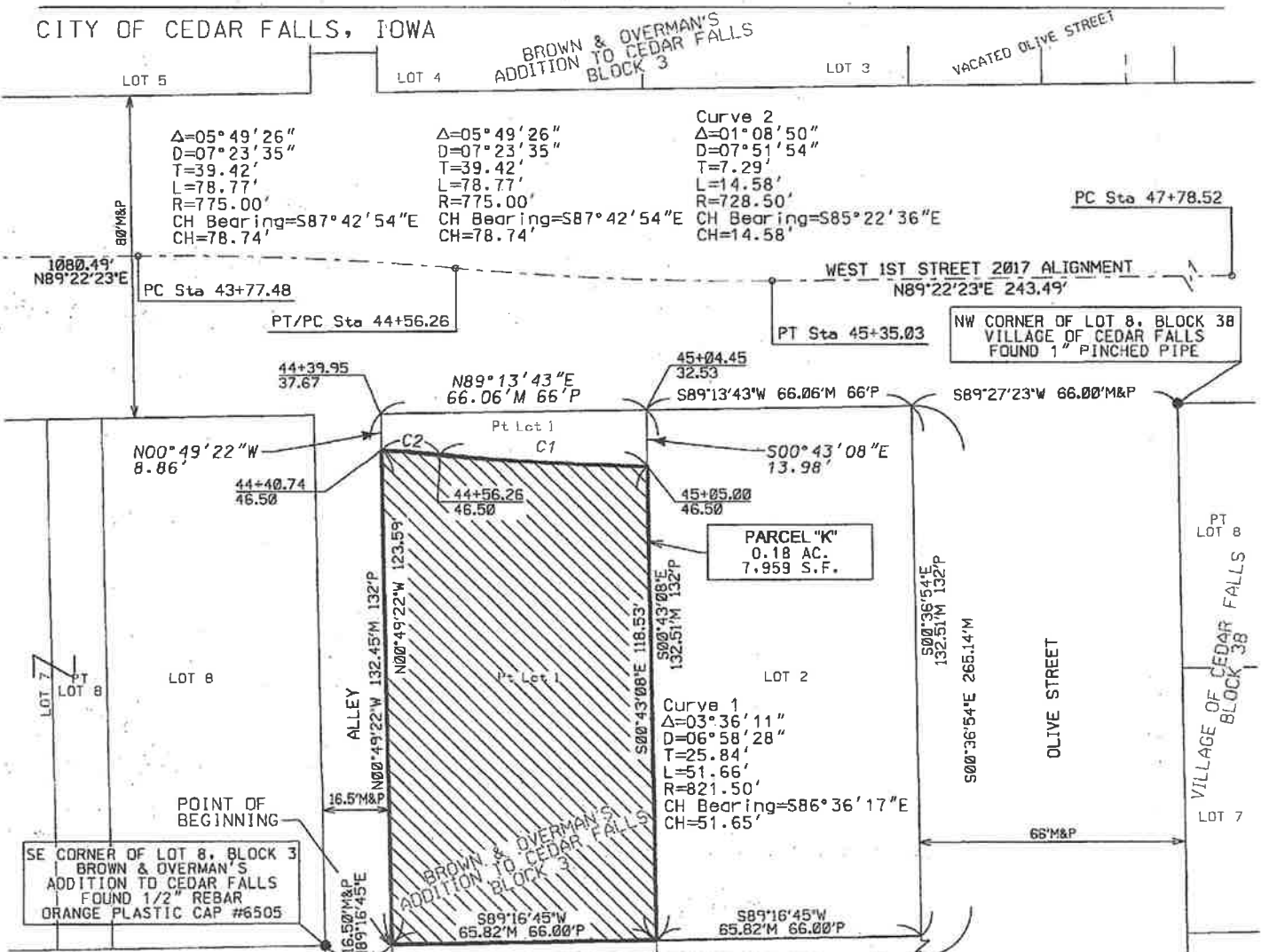
REQUESTED BY:  
 STATE OF IOWA

Number: 202200014856  
 Recorded: 1/19/2022 at 4:13:13.0 PM  
 County Recording Fee: \$12.00  
 Iowa E-Filing Fee: \$3.22  
 Combined Fee: \$15.22  
 Revenue Tax:  
 Sandie L. Smith, RECORDER  
 Black Hawk County, Iowa

## IOWA DEPARTMENT OF TRANSPORTATION EXCESS LAND PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 52  
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC. EASE \_\_\_\_\_ AC EXCESS-FEE 0.18 AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM MARK J. SHATEK

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* DATE: 1-7-2022  
 TERRY COADY  
 License number 18643  
 My License Renewal Date is December 31, 2023  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY

This plat has been reviewed by the City of Cedar Falls.  
*[Signature]* 1/11/22  
 Zoning Administrator Date  
 City of Cedar Falls

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

0' 20' 40'  
 1" = 40'

DATE REVISED \_\_\_\_\_  
 DATE DRAWN DECEMBER 08, 2021 SCALE 1" = 40'

**PARCEL "K" DESCRIPTION**

DESCRIPTION OF ATTACHED PLAT FOR EXCESS PARCEL

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

PARCEL NO. 52

EXCESS LAND PARCEL DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°16'45" EAST, 16.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE NORTH 00°49'22" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 123.59 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 728.50 FEET, WHOSE ARC LENGTH IS 14.58 FEET AND WHOSE CHORD BEARS SOUTH 85°22'36" EAST, 14.58 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 821.50 FEET, WHOSE ARC LENGTH IS 51.66 FEET AND WHOSE CHORD BEARS SOUTH 86°36'17" EAST, 51.65 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°43'08" EAST ALONG SAID EAST LINE, 118.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°16'45" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 65.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES (7,959 S.F.).

NOTE: THE NORTH LINE OF SAID LOT 1 IS ASSUMED TO BEAR NORTH 00°49'22" WEST FOR THE PURPOSES OF THIS SURVEY.

**DATE OF SURVEY**

OCTOBER 17, 2017

**OWNER**

STATE OF IOWA  
800 LINCOLN WAY  
AMES, IA 50010

**BASIS OF BEARING**

THE NORTH LINE OF SAID LOT 1 IS ASSUMED TO BEAR NORTH 00°49'22" WEST FOR THE PURPOSES OF THIS SURVEY.

BLACK HAWK COUNTY

STP-57-2(28)—2C-07

PARCEL NO. 52

**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](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** David Wicke, PE, City Engineer

**DATE:** May 6, 2024

**SUBJECT:** Viking Road and Prairie Parkway Intersection Improvements Project  
City Project Number: RC-232-3308  
Agreement for Traffic Safety Improvement Program

Please find attached the Viking Road and Prairie Parkway Intersection Improvements Project Agreement with the Iowa Department of Transportation for City Council review and approval. This agreement will provide funding for the Viking Road and Prairie Parkway Intersection Improvements Project.

This project involves converting the existing intersection to a roundabout to improve safety and add capacity to the intersection. The intersection of Viking Road and Prairie Parkway in Cedar Falls is currently stop controlled on Prairie Parkway and through traffic on Viking Road.

The Traffic Safety Improvement Program (TSIP) and the agreement for Traffic Safety Improvement Program Funding administered through the Iowa Department of Transportation will provide \$290,000 in approved funding awarded by the Iowa Transportation Commission Order No. SO-2024-26 on December 12, 2023.

The Engineering Division of the Public Works Department recommends approval of the Viking Road and Prairie Parkway Intersection Improvements Project Agreement with the Iowa Department of Transportation. Please sign and return the originals to the Engineering Division for further processing.

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

xc: Chase Schrage, Director of Public Works  
Ben Claypool, PhD, PE, Principal Engineer

January 2023

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING  
(Site-Specific Improvement)**

County	<u>Black Hawk</u>
Recipient	<u>Cedar Falls</u>
Project No.	<u>CS-TSF-1185(659)--85-07</u>
Iowa DOT	
Agreement No.	<u>2025-TS-015</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Cedar Falls, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2024-26 on December 12, 2023.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

**1. Project Information**

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Eastern Region Local Systems Field Engineer. The Recipient's contact person shall be the City Engineer, David Wicke.
- c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Cedar Falls:

Construction of a roundabout at the intersection of East Viking Road and Prairie Parkway. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

- d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

Review of the roundabout design by an Iowa DOT on-call consultant.

**2. Project Costs**

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of Commission approval shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds:     \$290,000

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.



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- c. If a letting is required, the project shall be let to contract before July 1, 2026, but no earlier than July 1, 2024. If a letting is not required, project activities shall be initiated prior to July 1, 2026. If any of these conditions are not met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to Commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this agreement, pavement patching is considered maintenance.
- f. If Federal highway funds, Federal Swap funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

### **3. Right of Way and Permits**

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

### **4. Project Design**

- a. The Recipient shall develop all project improvements using engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

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## 5. Bid Letting

- a. If the project must be let for bids, then project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.
  - i. If the Recipient lets the project, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division.
  - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.010.
  - iii. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- c. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.
- d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.
- e. The Recipient shall be the contracting authority for the project.

## 6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with

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performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.

- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.
- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
- g. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, operation and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of five (5) years following completion of the project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this agreement.

## **7. Payments and Reimbursements**

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2024.
- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of

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notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP funds granted by this agreement through charges against the Recipient's road use tax funds.

## 8. General Provisions

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
- b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
- e. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Non-Federal-aid Project Development Guide (Non-Federal-aid Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: [https://www.iowadot.gov/local\\_systems/publications/im/lpa\\_ims.htm](https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm). The Recipient shall follow the applicable procedures and guidelines contained in the Non-Federal-aid Guide and I.M.s in effect at the time project activities are conducted.
- f. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- g. This agreement is not assignable without the prior written consent of the DOT.
- h. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- i. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

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IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2025-TS-015 as of the date shown opposite its signature below.

**City of Cedar Falls, Iowa:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.

Title: \_\_\_\_\_

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that \_\_\_\_\_, who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
City Clerk of Cedar Falls, Iowa

**Iowa Department of Transportation:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.

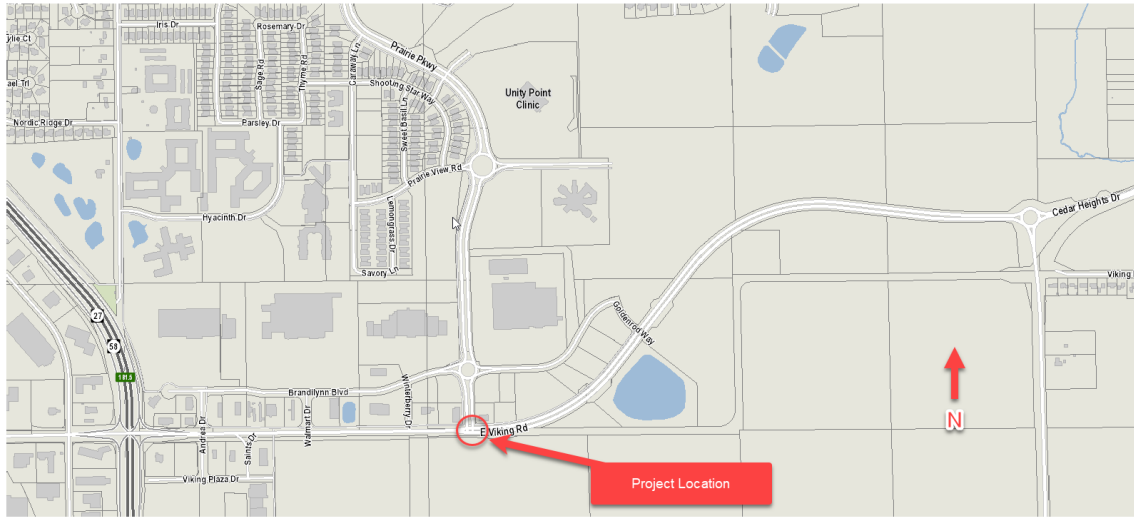
Dave Lorenzen  
Director,  
Systems Operations Division

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### EXHIBIT A-1 [Project Location]

#### MAP

Below is a map of a portion of Cedar Falls with the E Viking Rd and Prairie Pkwy intersection shown.



**Project Location Map**  
Source: [gis.cedarfalls.com](https://gis.cedarfalls.com)

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**EXHIBIT A-2**  
[Estimated Project Cost]

**ORDER OF MAGNITUDE COST OPINION**

**Intersection Viking Road & Prairie Parkway  
Roundabout Alternative**  
CEDAR FALLS, IOWA  
PROJECT NO. 122.1702.08

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Excavation, Class 10	9500	CY	\$ 12.00	\$ 114,000.00
2	Subgrade Preparation	8750	SY	\$ 4.00	\$ 35,000.00
3	Modified Subbase (1)	8750	SY	\$ 15.00	\$ 131,250.00
4	Topsoil, Strip, Salvage and Respread (2)	830	CY	\$ 9.00	\$ 7,470.00
5	Remove Existing Storm Intake (3)	8	EA	\$ 1,000.00	\$ 8,000.00
6	Remove Existing Storm Sewer, RCP <24"	1940	LF	\$ 25.00	\$ 48,500.00
7	Storm Sewer, RCP, <24"	2130	LF	\$ 72.50	\$ 154,425.00
8	Storm Sewer Intake (3)	10	EA	\$ 5,000.00	\$ 50,000.00
9	Removal of Pavement	7100	SY	\$ 10.00	\$ 71,000.00
10	PCC Pavement, 8"	7000	SY	\$ 65.00	\$ 455,000.00
11	Concrete Median, Colored Concrete	290	SY	\$ 110.00	\$ 31,900.00
12	Truck Apron, Colored Concrete	440	SY	\$ 115.00	\$ 50,600.00
13	Pavement Markings	60	STA	\$ 160.00	\$ 9,600.00
14	Painted Symbols and Legends	12	EA	\$ 220.00	\$ 2,640.00
15	Removal of Sidewalk	630	SY	\$ 10.00	\$ 6,300.00
16	Sidewalk, 6"	1040	SY	\$ 70.00	\$ 72,800.00
17	Detectable Warnings	240	SF	\$ 50.00	\$ 12,000.00
19	Mobilization	1	LS	\$ 80,000.00	\$ 80,000.00
20	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
21	Surface Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
22	Erosion Control	1	LS	\$ 8,000.00	\$ 8,000.00
Subtotal:					\$ 1,378,485.00
Contingency (15%):					\$ 210,000.00
CONSTRUCTION TOTAL:					\$ 1,588,485.00
<u>Other Project Costs</u>					
Intersection Lighting <sup>4</sup>					\$ 100,000.00
Right of Way <sup>5</sup>					\$ 235,000.00
Landscaping Improvements <sup>6</sup>					\$ 250,000.00
Utility Relocations <sup>7</sup>					\$ 880,000.00
<b>TOTAL PROJECT COST (ROUNDED):</b>					<b>\$ 3,053,000.00</b>

**Notes - Viking Road & Prairie Parkway Roundabout**

- (1) Assumes a minimum of 6" of modified subbase extended 2' beyond the back of curb.
- (2) Assumes 8" of topsoil strip and placement within the construction limits.
- (3) Remove and replace intakes to new back of curb.
- (4) Assumes the addition of 6 standard light poles for intersection lighting.
- (5) The following unit prices were used for the acquisitions: \$9/SF south of Viking Rd, \$11/SF north of Viking Rd
- (6) Estimated cost is based on pricing from the Hudson Road & W Ridgeway Avenue Intersection Improvements Project due to the similar size and scope of work.
- (7) Includes the relocation of the transmission, distribution, and communication lines and structures. Cost was provided by CFU on 02/14/2022. Price has been inflated 10% to account for a bid year of 2024.

**EXHIBIT B**  
**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES**  
**ON NON-FEDERAL AID PROJECTS**  
**(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
  - a) Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Iowa DOT Administering Bureau.
  - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
  - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
  - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.  
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>





## 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](http://www.cedarfalls.com)

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** David Wicke, PE, City Engineer

**DATE:** May 6, 2024

**SUBJECT:** North Cedar Heights Area Reconstruction Project Phase II  
 City Project Number RC-092-3271  
 Fee Acquisitions, Permanent and Temporary Easements

The City of Cedar Falls is planning the reconstruction of the North Cedar Heights Area Phase II, primarily along East Ridgewood Drive, Woodland Drive and Timber Drive. The project requires the acquisition of right-of-way, permanent and temporary easements to complete construction. The owners of the properties that have accepted our offer are shown below.

These easements and fee title acquisitions are divided into two groups. Group one indicates new temporary and permanent easement and fee title acquisitions required for the project along East Ridgewood Drive and Woodland Drive portions of the project. The second group represents temporary easements that were previously obtained along Timber Drive originally as part of Phase I of the project. Timber Drive was removed from Phase I of the project and has been included in Phase II of the project. The date of those original easements has expired, therefore requiring new easements establishing new expiration dates. The owners of the following properties have accepted our offer:

Group 1 Properties					
Parcel #	Property Owner	Street Address	Temporary Easement	Permanent Easement	Fee Title
211	Jennings	2315 E. Ridgewood Dr.	X		
212	Panicucci	1605 E. Ridgewood Dr	X	X	X
213	Easton	1615 E. Ridgewood Dr.	X	X	
215	Jackson	1621 E. Ridgewood Dr.	X	X	X
216	Davis	1622 E. Ridgewood Dr.	X		
217	Hamer	1703 E. Ridgewood Dr.	X	X	X
218	Brown	1709 E. Ridgewood Dr.	X	X	X
219	Young	1713 E. Ridgewood Dr.		X	

220	Young/Reese	2318 Greenwood Ave.	X	X	X
222	Hunemuller	2339 Greenwood Ave.	X	X	

Group 2 Properties			
Parcel #	Property Owner	Street Address	Temporary Easement
201	Lees	2015 Timber Dr.	X
202	Sanders	2524 Timber Dr.	X
203	Goetz	2506 Timber Dr.	X
204	Patterson	1915 Timber Dr.	X
205	Green	1911 Timber Dr.	X
206	Dowell	2435 Greenwood Ave.	X
207	Black Hawk County Conservation	1346 Airline Hwy	X
208	Solheim/Yancy	2436 Greenwood Ave.	X

Attached are the maps that identify the location of these properties. Also attached are the individual Owner Purchase Agreement for the new easements and fee title acquisitions, and the documentation for them.




The City has used General Obligation Funds for the design and right of way portion of this project. The City entered into a Supplemental Agreement No. 3 with AECOM, Inc., of Waterloo, Iowa, on March 22, 2024, for additional property acquisition services for Phase II of the project. If approved, staff will prepare the necessary documents and will complete the acquisition process for the parcels.

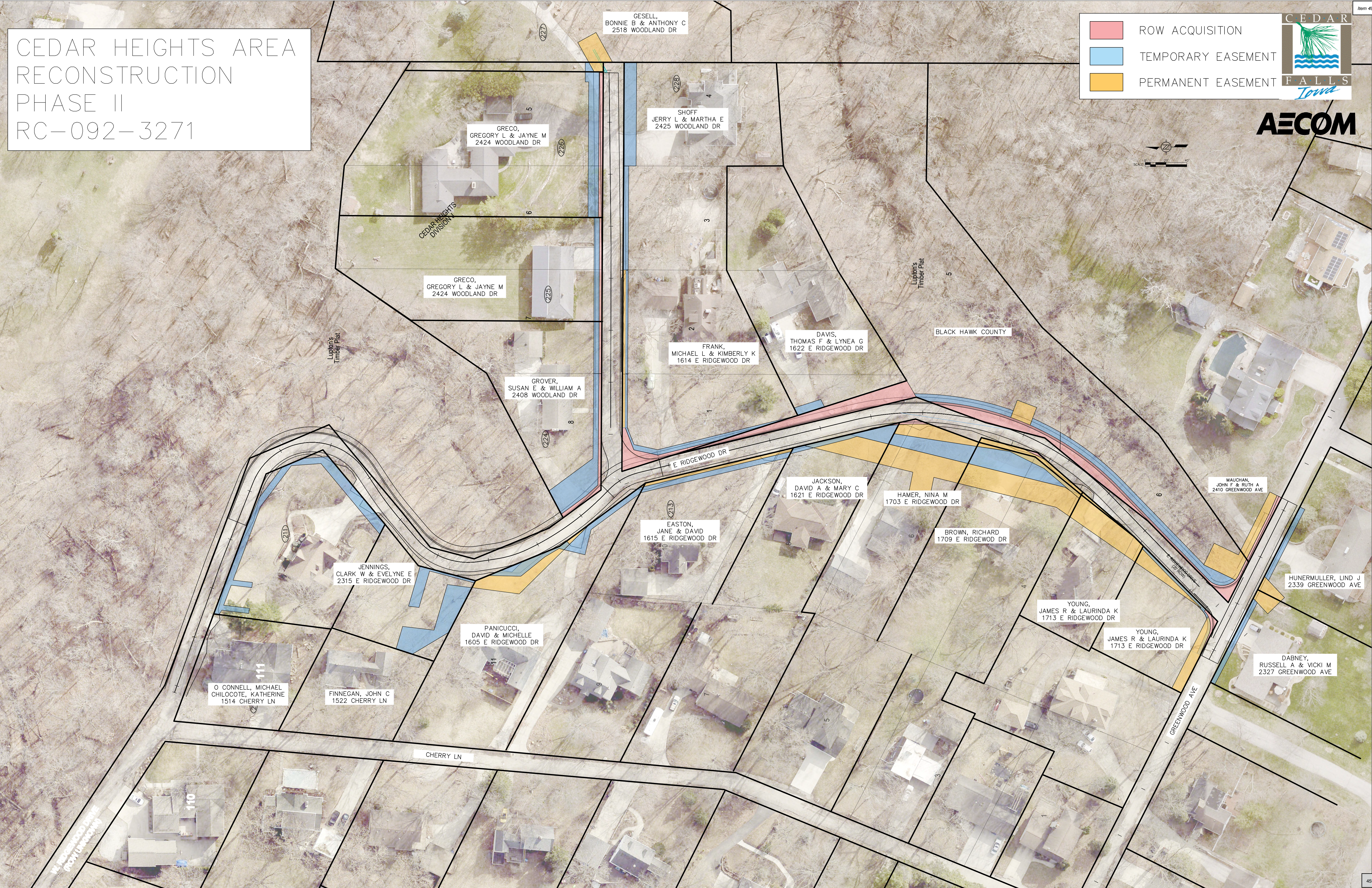
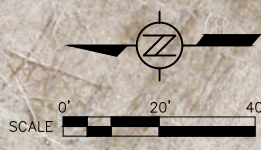
Staff recommends that the City Council state their support in the form of a resolution approving the fee title and easement acquisitions and authorizing the Mayor to execute the agreements for the North Cedar Heights Area Reconstruction Project Phase II.

If you have any questions or need additional information, please feel free to contact me.


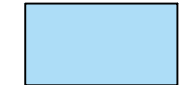

xc: Chase Schrage, Director of Public Works  
Kevin Rogers, City Attorney  
Lisa Roeding, City Controller/Treasurer

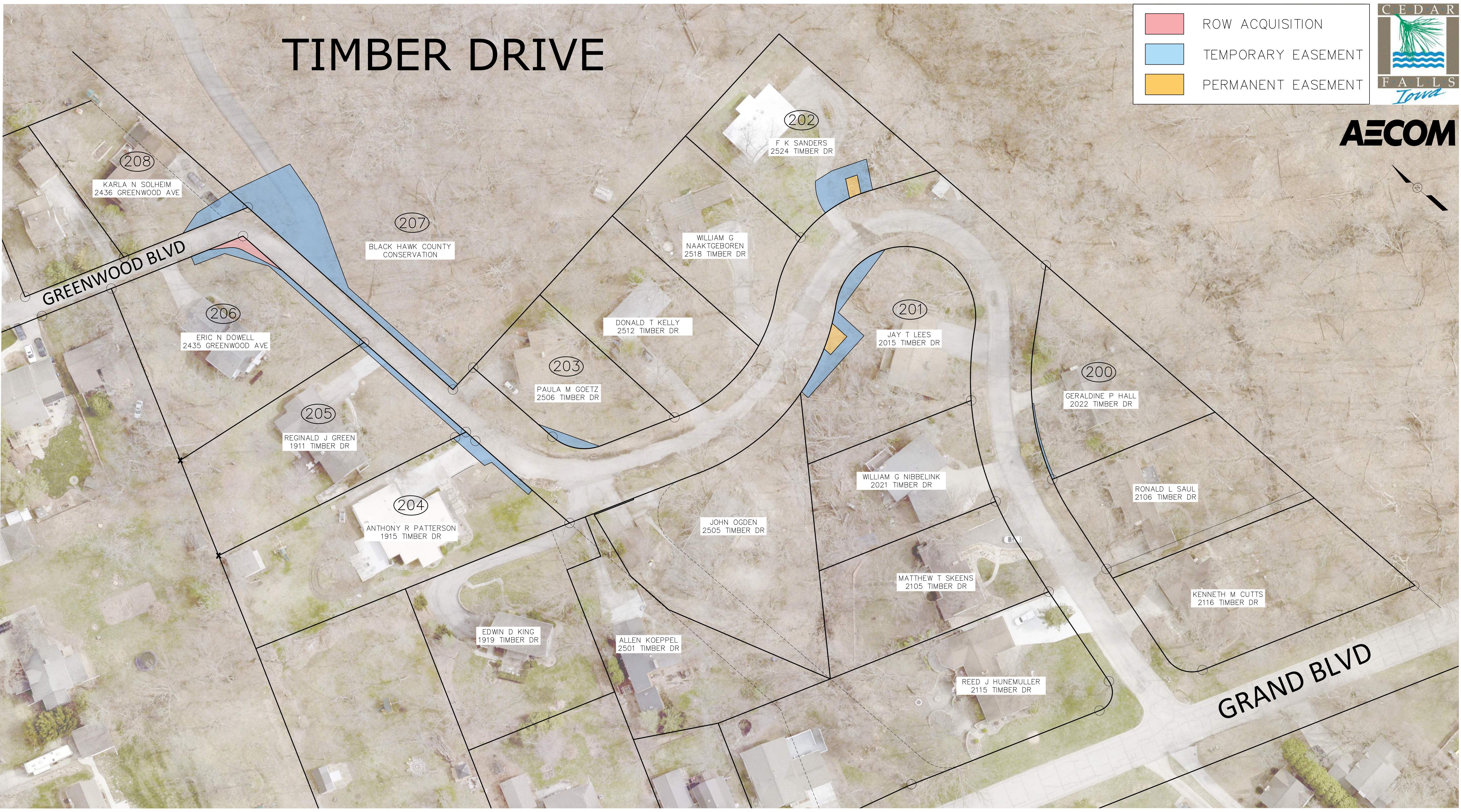
CEDAR HEIGHTS AREA  
RECONSTRUCTION  
PHASE II  
RC-092-3271

	ROW ACQUISITION
	TEMPORARY EASEMENT
	PERMANENT EASEMENT



# TIMBER DRIVE

	ROW ACQUISITION
	TEMPORARY EASEMENT
	PERMANENT EASEMENT



### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2315 E Ridgewood Drive  
Parcel Number: 211  
Project Number: RC-092-3271

County Tax Parcel No:891318277020  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Clark W. Jennings and Evelyne E. Jennings, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,730.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 1,730.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	_____	sq. ft.	\$ _____
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	4,320	sq. ft.	\$ 1,730.00
Permanent Easement	_____	sq. ft.	\$ _____
Buildings			\$ _____
Other			\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

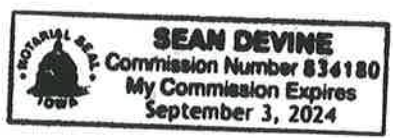
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Clark W. Jennings 2/13/2024  
Clark W. Jennings Date

X Evelyne E. Jennings 2-13-24  
Evelyne E. Jennings Date

State of Iowa  
County of Blackhawk



This record was acknowledged before me on the 13 day of February, 2024, by Clark W. Jennings and Evelyne E. Jennings

Sean Devine  
Signature of notarial officer

\_\_\_\_\_  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Clark W. Jennings and Evelyne E. Jennings, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a



continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

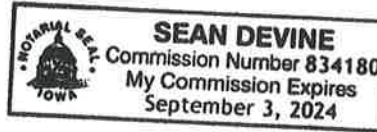
GRANTORS:

X Clark W Jennings  
Clark W. Jennings

X Evelyne E. Jennings  
Evelyne E. Jennings

State of Iowa )

County of Blackhawk )



This record was acknowledged before me on the 13 day of February,  
2024, by Clark W. Jennings and Evelyne E. Jennings, Grantors.

Sean Devine  
Signature of notarial officer

Stamp

[Notary for the State of Iowa]  
Title of Office

[My commission expires: 9-3-2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

INDEX LEGEND	
LOCATION:	PART OF LOT 12 & 13, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	CLARK W. & EVELYNE E. JENNINGS
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

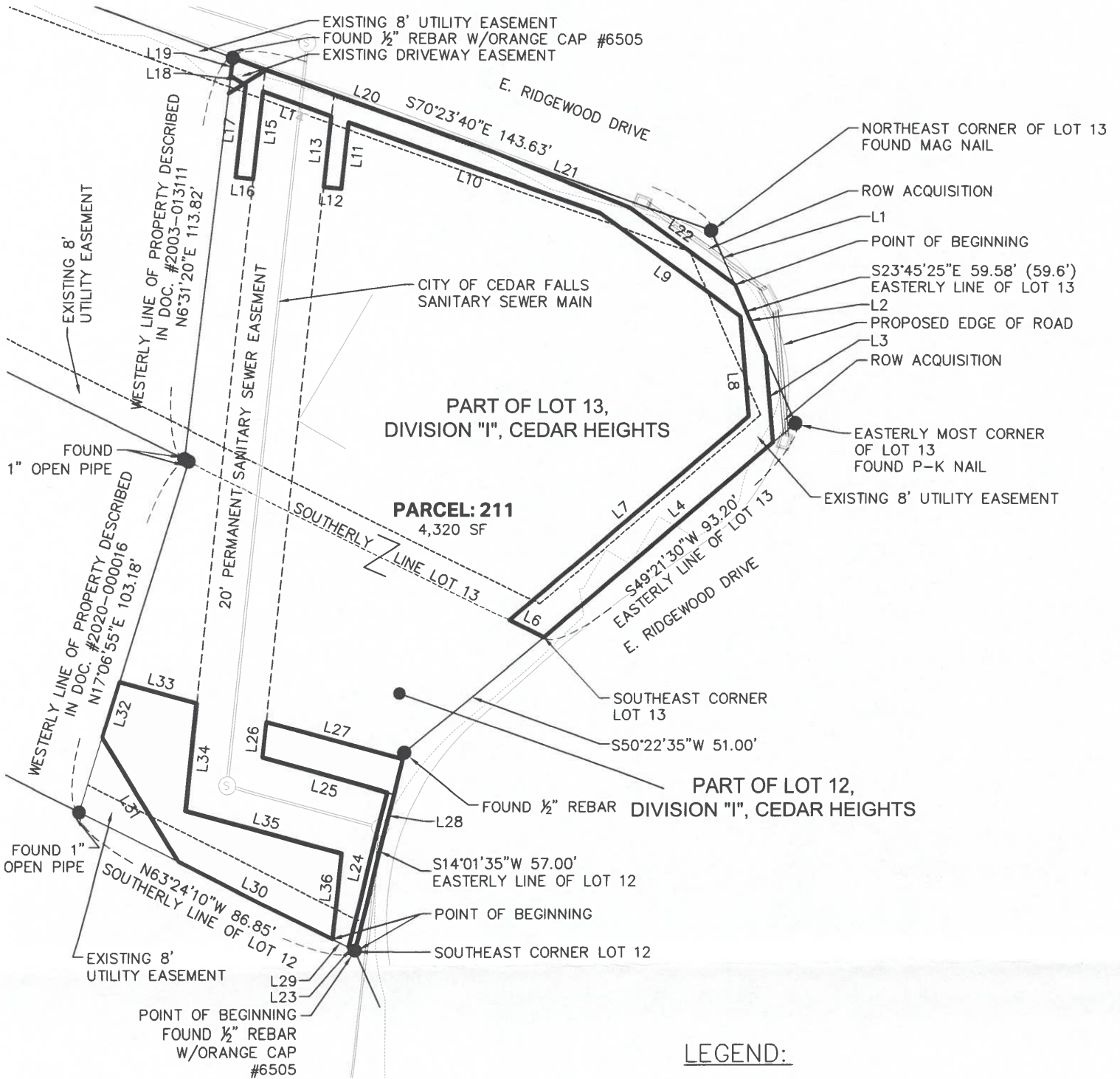
## TEMPORARY CONSTRUCTION EASEMENT PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271 CEDAR FALLS, IOWA

**OWNER: CLARK W. & EVELYNE E. JENNINGS**  
2315 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

**COUNTY PARCEL NO. 8913-18-277-020**

**PROJECT PARCEL : 211**

**NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13**



**LICENSED LAND SURVEYOR**  
**AARON L. MUELLER**  
**21428**  
**IOWA**

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

**6/21/2023**  
Date

AARON L. MUELLER

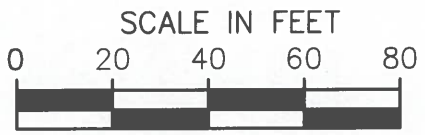
License number 21428

My license renewal date is December 31, 2024

Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 23°45'25" E 59.58' (59.6') MEASURED DIMENSION
- 59.6' RECORD DIMENSION



1" = 40'



## TEMPORARY CONSTRUCTION EASEMENT PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271 CEDAR FALLS, IOWA

**OWNER: CLARK W. & EVELYNE E. JENNINGS**  
2315 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

**COUNTY PARCEL NO. 8913-18-277-020**

**PROJECT PARCEL: 211**

**DESCRIPTION:**

PART OF LOTS 12 AND 13. DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 23°45'25" EAST ALONG THE EASTERLY LINE OF SAID LOT 13, 16.90 FEET, THE POINT OF BEGINNING; THENCE SOUTH 23°45'25" EAST ALONG THE EASTERLY LINE OF SAID LOT 13, 21.74 FEET TO THE NORTHERLY MOST CORNER OF THE RIGHT-OF-WAY ACQUISITION; THENCE SOUTH 04°57'51" EAST ALONG THE WESTERLY LINE OF SAID RIGHT-OF-WAY ACQUISITION, 24.66 FEET TO THE EASTERLY LINE OF SAID LOT 13; THENCE SOUTH 49°21'30" WEST ALONG THE EASTERLY LINE OF SAID LOT 13, 80.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE NORTH 63°40'33" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 13, 10.87 FEET; THENCE NORTH 49°21'30" EAST, 88.71 FEET; THENCE NORTH 04°57'51" WEST, 28.45 FEET; THENCE NORTH 53°49'41" WEST, 49.33 FEET; THENCE NORTH 70°23'58" WEST, 75.49 FEET; THENCE SOUTH 05°51'20" WEST, 18.78 FEET; THENCE NORTH 84°08'40" WEST, 5 FEET TO THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT; THENCE NORTH 05°51'20" EAST ALONG THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 20.00 FEET; THENCE NORTH 70°23'58" WEST, 20.59 FEET TO THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT; THENCE SOUTH 05°51'20" WEST ALONG THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 24.89 FEET; THENCE NORTH 84°08'40" WEST, 5 FEET; THENCE NORTH 05°51'20" EAST, 26.12 FEET; THENCE NORTH 58°39'34" WEST, 4.98 FEET TO THE WESTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2003-013111; THENCE NORTH 06°34'35" EAST ALONG THE WESTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2003-013111, 5.13 FEET TO THE NORTHERLY LINE OF SAID LOT 13; THENCE SOUTH 70°23'40" EAST ALONG THE NORTHERLY LINE OF SAID LOT 13, 78.36 FEET TO THE WESTERLY MOST CORNER OF THE RIGHT-OF-WAY ACQUISITION; THENCE SOUTH 68°01'17" EAST ALONG THE SOUTHERLY LINE OF THE RIGHT-OF-WAY ACQUISITION, 41.36 FEET; THENCE SOUTH 53°49'41" EAST ALONG THE SOUTHERLY LINE OF THE RIGHT-OF-WAY ACQUISITION, 37.08 FEET TO THE POINT OF BEGINNING

AND,

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 63°24'10" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 2.05 FEET TO THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT; THENCE NORTH 14°01'35" EAST ALONG THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 44.70 FEET; THENCE NORTH 74°35'40" WEST ALONG THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 36.45 FEET; THENCE NORTH 05°51'20" EAST ALONG THE EASTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 10.14 FEET; THENCE SOUTH 74°35'40" EAST, 39.89 FEET TO THE EASTERLY LINE OF SAID LOT 12; THENCE SOUTH 14°01'35" WEST ALONG THE EASTERLY LINE OF SAID LOT 12, 55.11 FEET TO THE POINT OF BEGINNING.

AND,

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 63°24'10" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 7.21 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°24'10" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 12, 48.25 FEET; THENCE NORTH 31°45'12" WEST, 41.11 FEET TO THE WESTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2020-000016; THENCE NORTH 17°06'55" EAST ALONG THE WESTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2020-000016, 16.38 FEET; THENCE SOUTH 74°35'40" EAST, 22.56 FEET TO THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT; THENCE SOUTH 05°51'20" WEST ALONG THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 30.42 FEET; THENCE SOUTH 74°35'40" EAST ALONG THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 45.69 FEET; THENCE SOUTH 06°32'21" WEST ALONG THE WESTERLY LINE OF THE PERMANENT SANITARY SEWER EASEMENT, 23.98 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 4,320 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF SAID LOT 12 BEARING NORTH 63°24'10" WEST.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S23° 45' 25"E	16.90'
L2	S23° 45' 25"E	21.74'
L3	S4° 57' 51"E	24.66'
L4	S49° 21' 30"W	84.90'
L6	N63° 40' 33"W	10.87'
L7	N49° 21' 30"E	88.71'
L8	N4° 57' 51"W	28.45'
L9	N53° 49' 41"W	49.33'
L10	N70° 23' 58"W	75.49'
L11	S5° 51' 20"W	18.78'
L12	N84° 08' 40"W	5.00'
L13	N5° 51' 20"E	20.00'
L14	N70° 23' 58"W	20.59'
L15	S5° 51' 20"W	24.89'
L16	N84° 08' 40"W	5.00'
L17	N5° 51' 20"E	26.12'
L18	N58° 39' 34"W	4.98'
L19	N6° 34' 35"E	5.13'
L20	S70° 23' 40"E	78.36'
L21	S68° 01' 17"E	41.36'
L22	S53° 49' 41"E	37.08'

LINE TABLE		
LINE	DIRECTION	LENGTH
L23	N63° 24' 10"W	2.05'
L24	N14° 01' 35"E	44.70'
L25	N74° 35' 40"W	36.45'
L26	N5° 51' 20"E	10.14'
L27	S74° 35' 40"E	39.89'
L28	S14° 01' 35"W	55.11'

LINE TABLE		
LINE	DIRECTION	LENGTH
L29	N63° 24' 10"W	7.21'
L30	N63° 24' 10"W	48.25'
L31	N31° 45' 12"W	41.11'
L32	N17° 06' 55"E	16.38'
L33	S74° 35' 40"E	22.56'
L34	S5° 51' 20"W	30.42'
L35	S74° 35' 40"E	45.69'
L36	S6° 32' 21"W	23.98'

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1605 E Ridgewood Drive  
Parcel Number: 212  
Project Number: RC-092-3271**

**County Tax Parcel No: 891318277004  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by and between David Panicucci and Michele Panicucci, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat  
See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 4,715.00	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ 4,715.00	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	86	sq. ft.	\$ 430.00
Underlying Fee Title		sq. ft.	\$ _____
Temporary Easement	1,151	sq. ft.	\$ 465.00
Permanent Easement	1,527	sq. ft.	\$3,820.00
Buildings			\$ _____
Other			\$ _____

- Seller grants to the City a Fee Acquisition, Permanent Easement and Temporary Easement as shown on the attached Acquisition Plat, Permanent Easement Plat, and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, Permanent Easement Agreement, and Temporary Easement

Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

---

- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x *David Panicucci* 11-16-23  
 David Panicucci Date

x *Michele Panicucci* 11/16/23  
 Michele Panicucci Date

State of Iowa  
 County of Black Hawk



This record was acknowledged before me on the 16 day of November, 2023, by David Panicucci and Michele Panicucci

*Sean Devine*  
 Signature of notarial officer

September 3, 2024  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



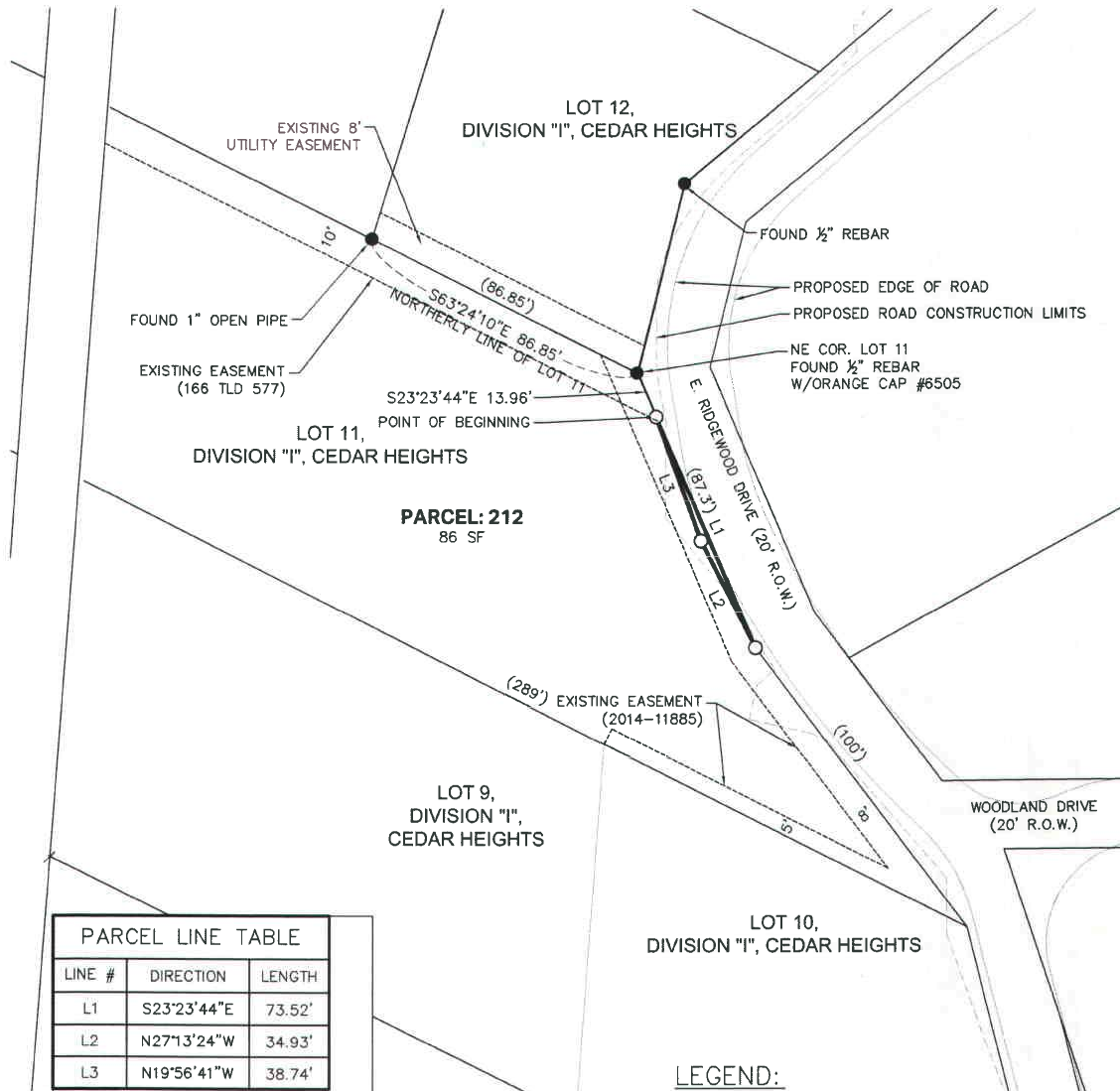
INDEX LEGEND	
LOCATION:	PART OF LOT 11, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	DAVID PANICUCCI & MICHELE PANICUCCI
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

**ACQUISITION PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**


OWNER: DAVID PANICUCCI & MICHELE PANICUCCI      COUNTY PARCEL NO. 8913-18-277-004  
1605 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA

PROJECT PARCEL : 212

NE ¼ OF SECTION: 18    TOWNSHIP: 89    RANGE: 13



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S23°23'44"E	73.52'
L2	N27°13'24"W	34.93'
L3	N19°56'41"W	38.74'



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

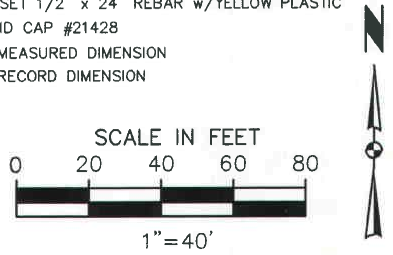
*Aaron L. Mueller*      **FEBRUARY 26, 2024**  
Date  
AARON L. MUELLER  
License number 21428  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 63°24'10" E 86.85'  
(86.85')

REFERENCE DOCUMENTS  
2020-007152



ACQUISITION PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: DAVID PANICUCCI & MICHELE PANICUCCI      COUNTY PARCEL NO. 8913-18-277-004  
1605 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

PROJECT PARCEL: 212

DESCRIPTION:

PART OF LOT 11, DIVISION "I", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 23°23'44" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE, 13.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23°23'44" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE, 73.52 FEET; THENCE NORTH 27°13'24" WEST, 34.93 FEET; THENCE NORTH 19°56'41" WEST, 38.74 FEET TO THE POINT OF BEGINNING.

THIS RIGHT-OF-WAY ACQUISITION CONTAINS 86 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY LINE OF SAID LOT 11 BEARING SOUTH 63°24'10" EAST.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

### SANITARY SEWER EASEMENT AGREEMENT

David Panicucci and Michele Panicucci, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: **Sanitary Sewer**.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Sanitary Sewer Easement Agreement on this 24 day of February, 2024

[Signature]  
David Panicucci

[Signature]  
Michele Panicucci

STATE OF Iowa )  
COUNTY OF Black Hawk ) ss:

This record was acknowledged before me on this 2<sup>nd</sup> day of February, 2024 by David Panicucci and Michele Panicucci.



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

ACCEPTANCE OF SANITARY SEWER EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA )  
COUNTY OF BLACK HAWK ) ss.

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Sanitary Sewer Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

INDEX LEGEND	
LOCATION:	PART OF LOT 11, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	DAVID PANICUCCI & MICHELE PANICUCCI
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

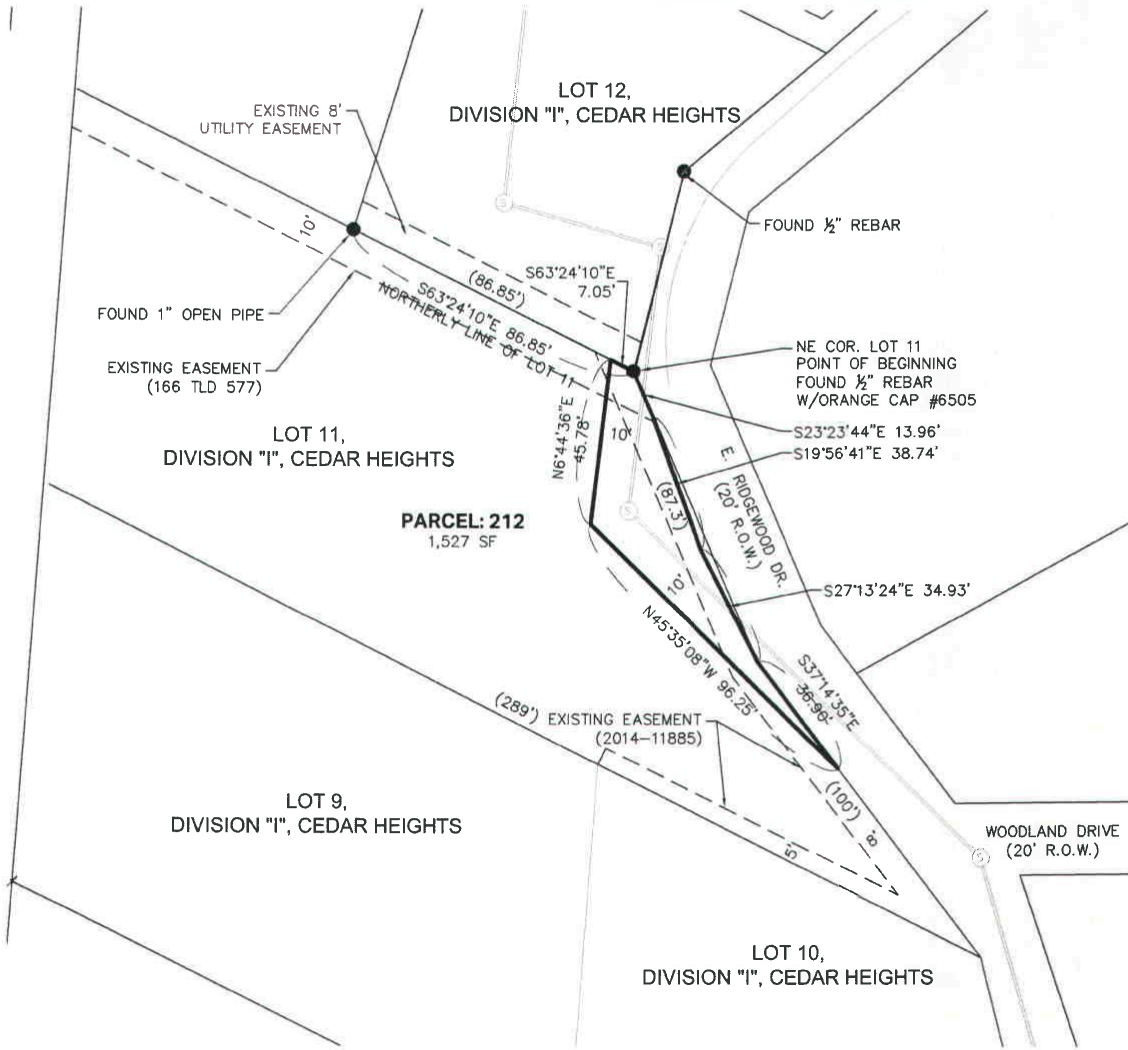
**PERMANENT SANITARY SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: DAVID PANICUCCI & MICHELE PANICUCCI  
1605 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-004

PROJECT PARCEL : 212

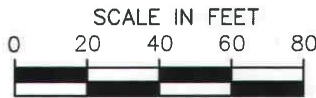
NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 63°24'10" E 86.85' MEASURED DIMENSION
- (86.85') RECORD DIMENSION

REFERENCE DOCUMENTS:  
2020-007152



	I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa. _____ AARON L. MUELLER Date
	FEBRUARY 26, 2024 License number 21428 My license renewal date is December 31, 2024 Pages or sheets covered by this seal: SHEET 1 OF 2 & SHEET 2 OF 2



PERMANENT SANITARY SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: DAVID PANICUCCI & MICHELE PANICUCCI  
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THIS SANITARY SEWER PERMANENT EASEMENT CONTAINS 1,527 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY LINE OF SAID LOT 11 BEARING SOUTH 63°24'10" EAST.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by David Panicucci and Michele Panicucci, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a



continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

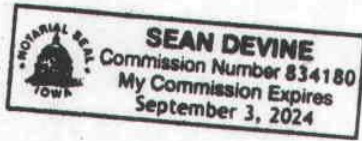
X David Panicucci  
David Panicucci

X Michele Panicucci  
Michele Panicucci

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 16 day of November,  
2023, by David Panicucci and Michele Panicucci, Grantors.



Sean Devine  
Signature of notarial officer

Stamp

[ State of Iowa ]  
Title of Office

[ My commission expires: 9/3/24 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

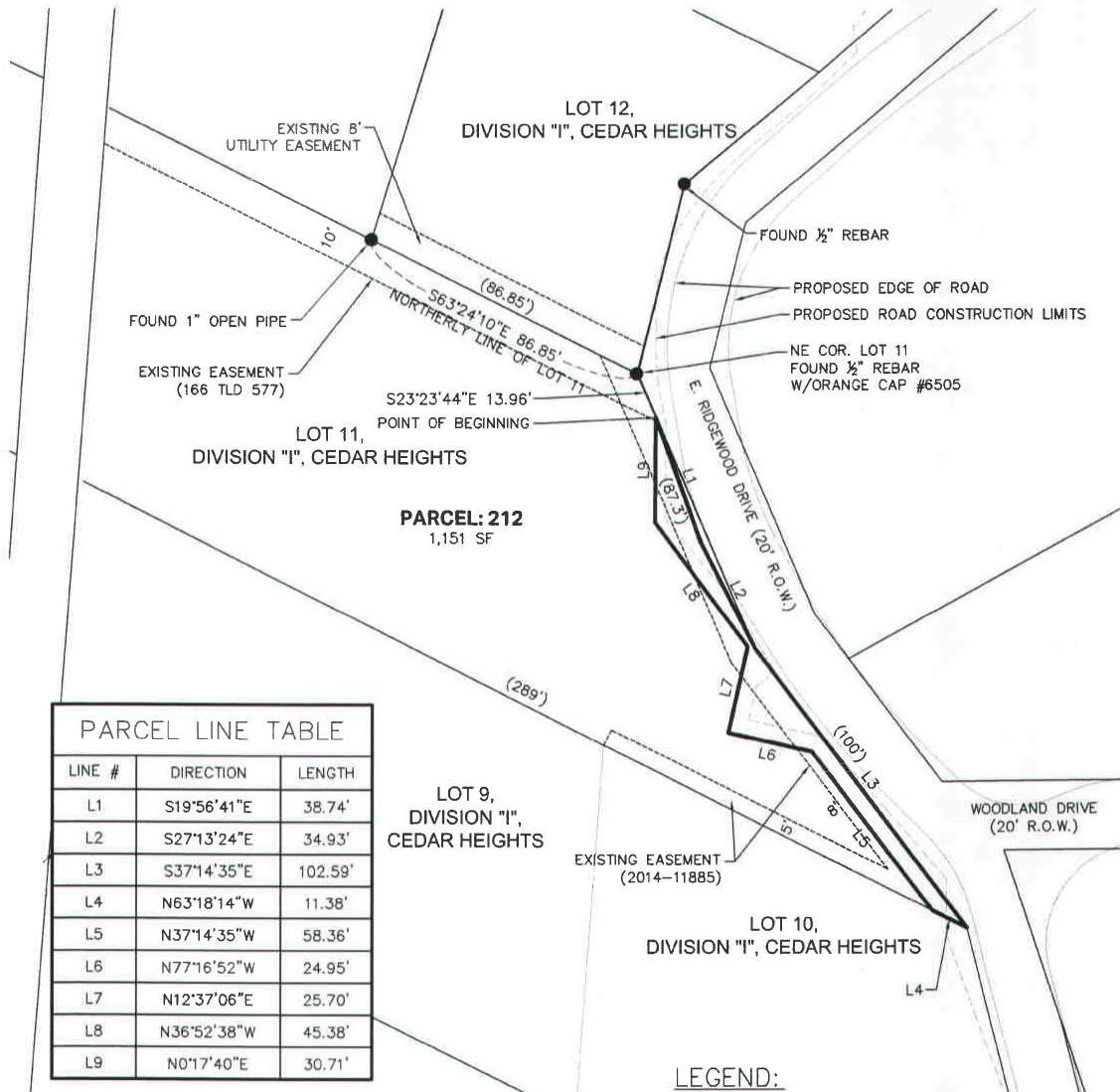
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SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

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CEDAR FALLS, IOWA**


OWNER: DAVID PANICUCCI & MICHELE PANICUCCI      COUNTY PARCEL NO. 8913-18-277-004  
1605 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA

PROJECT PARCEL : 212

NE ¼ OF SECTION: 18      TOWNSHIP: 89      RANGE: 13



LINE #	DIRECTION	LENGTH
L1	S19°56'41"E	38.74'
L2	S27°13'24"E	34.93'
L3	S37°14'35"E	102.59'
L4	N63°18'14"W	11.38'
L5	N37°14'35"W	58.36'
L6	N77°16'52"W	24.95'
L7	N12°37'06"E	25.70'
L8	N36°52'38"W	45.38'
L9	N0°17'40"E	30.71'



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

*Aaron L. Mueller*      **FEBRUARY 26, 2024**  
Date

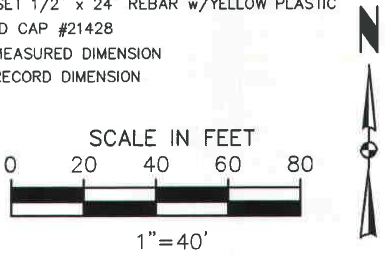
License number    21428

My license renewal date is December 31,    2024

Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

- LEGEND:**
- PARCEL OR LOT CORNER MONUMENT FOUND
  - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
  - S 63°24'10" E 86.85'      MEASURED DIMENSION
  - (86.85')      RECORD DIMENSION

REFERENCE DOCUMENTS  
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THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1,151 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY LINE OF SAID LOT 11 BEARING SOUTH 63°24'10" EAST.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

Property Address: 1615 E Ridgewood Drive  
Parcel Number: 213  
Project Number: RC-092-3271

County Tax Parcel No: 891318277005  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Jane Easton and David Easton, wife and husband, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>2,070.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>2,070.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title _____	sq. ft.	\$ _____
Underlying Fee Title _____	sq. ft.	\$ _____
Temporary Easement <u>1,170</u>	sq. ft.	\$ <u>470.00</u>
Permanent Easement <u>439</u>	sq. ft.	\$ <u>1,100.00</u>
Buildings		\$ _____
Other (Removal of 1 tree)		\$ <u>500.00</u>

- Seller grants to the City a Permanent Easement and Temporary Easement as shown on the attached Permanent Easement Plat, and Temporary Easement Plat. Seller also agrees to execute a Permanent Easement Agreement, and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Jane Easton 1-3-24  
 Jane Easton Date

X David Easton 1/3/24  
 David Easton Date

State of Iowa  
 County of Black Hawk

This record was acknowledged before me on the 3<sup>rd</sup> day of January, 2024, by Jane & David Easton

[Signature]  
 Signature of notarial officer

4-26-25  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## SANITARY SEWER EASEMENT AGREEMENT

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3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.



Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jane Easton and David Easton, wife and husband ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

X Jane Easton  
Jane Easton

X David Easton  
David Easton

State of Iowa )

County of Blackhawk )

This record was acknowledged before me on the 3 day of January,  
2024, by Jane Easton and David Easton, Grantors.

Chloe Shepherd  
Signature of notarial officer

Stamp 

[ Veridian Credit Union ]  
Title of Office

[ My commission expires: 3-9-26 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## SANITARY SEWER EASEMENT AGREEMENT

David A. Jackson and Mary C. Jackson, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: **Sanitary Sewer.**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or



to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.



INDEX LEGEND	
LOCATION:	PART OF LOT 8, CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	DAVID A & MARY C JACKSON
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

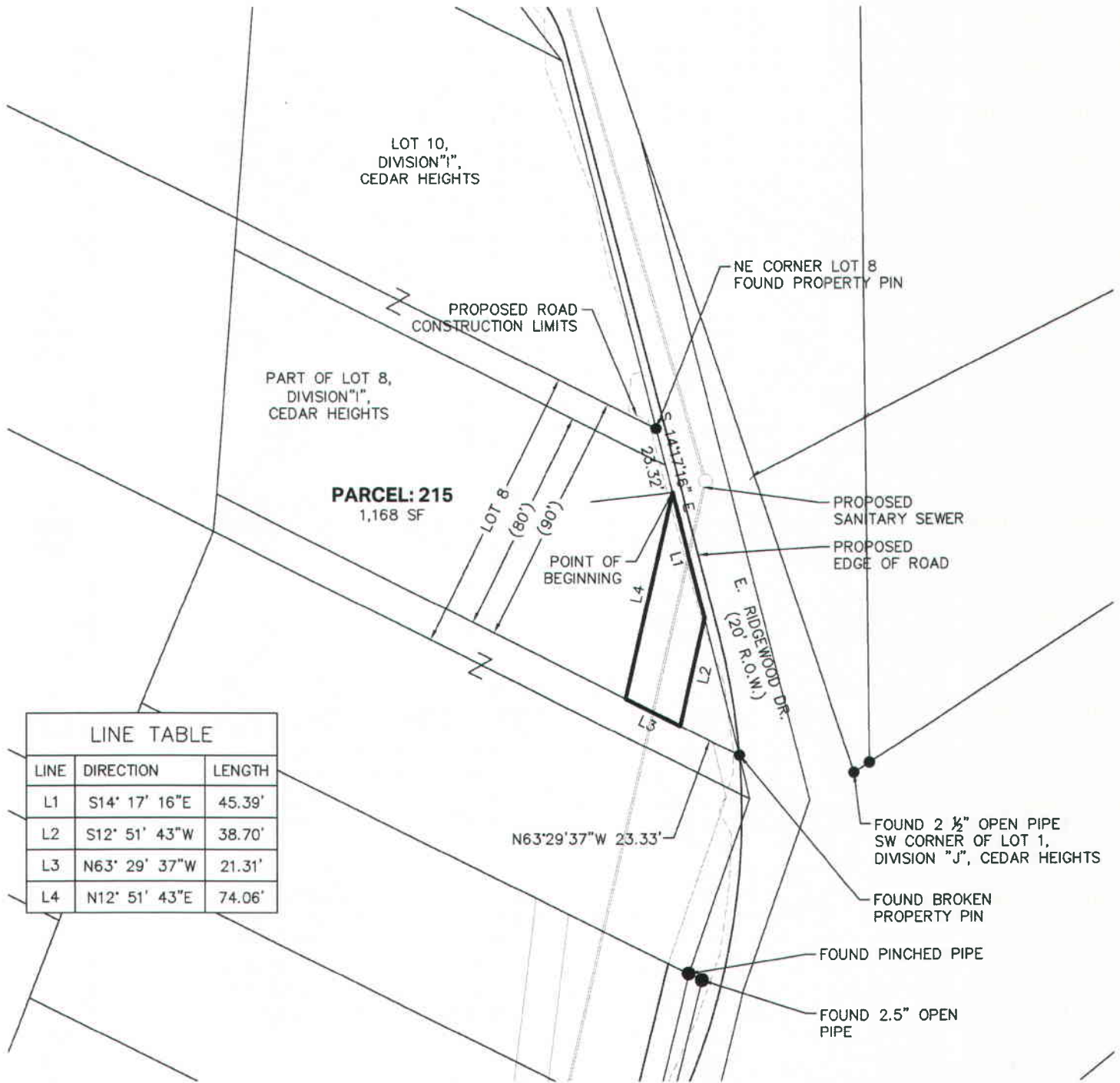
**PERMANENT SANITARY SEWER EASEMENT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: DAVID A & MARY C JACKSON  
1621 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL : 215

NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S14° 17' 16"E	45.39'
L2	S12° 51' 43"W	38.70'
L3	N63° 29' 37"W	21.31'
L4	N12° 51' 43"E	74.06'

LICENSED LAND SURVEYOR  
AARON L. MUELLER  
21428  
IOWA

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

**FEBRUARY 26, 2024**  
 Date  
 AARON L. MUELLER

License number 21428  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- RECORD DIMENSION

S 14°17'16" E 23.32'  
(90')

REFERENCE DOCUMENTS  
CLD 681, PAGE 134



1"=50'



PERMANENT SANITARY SEWER EASEMENT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: DAVID A. JACKSON & MARY C. JACKSON  
1621 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL: 215

DESCRIPTION:

PART OF LOT 8 DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 23.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 45.39 FEET; THENCE SOUTH 12°51'43" WEST, 38.70 FEET TO THE SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134; THENCE NORTH 63°29'37" WEST ALONG SAID SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134, 21.31 FEET; THENCE NORTH 12°51'43" EAST, 74.06 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT SANITARY SEWER EASEMENT CONTAINS 1,168 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE BEARING SOUTH 14°17'16" EAST.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by David A. Jackson and Mary C. Jackson, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

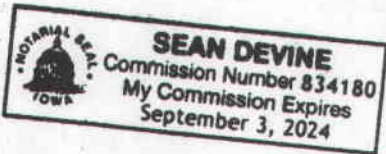
X David A. Jackson 11-16-23  
David A. Jackson

X Mary C. Jackson  
Mary C. Jackson

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 16 day of November,  
2023, by David A. Jackson and Mary C. Jackson, Grantors.



Sean Devine  
Signature of notarial officer

Stamp

[ State of Iowa ]  
Title of Office

[ My commission expires: 9/3/24 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



INDEX LEGEND	
LOCATION:	PART OF LOT 8, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	DAVID A & MARY C JACKSON
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

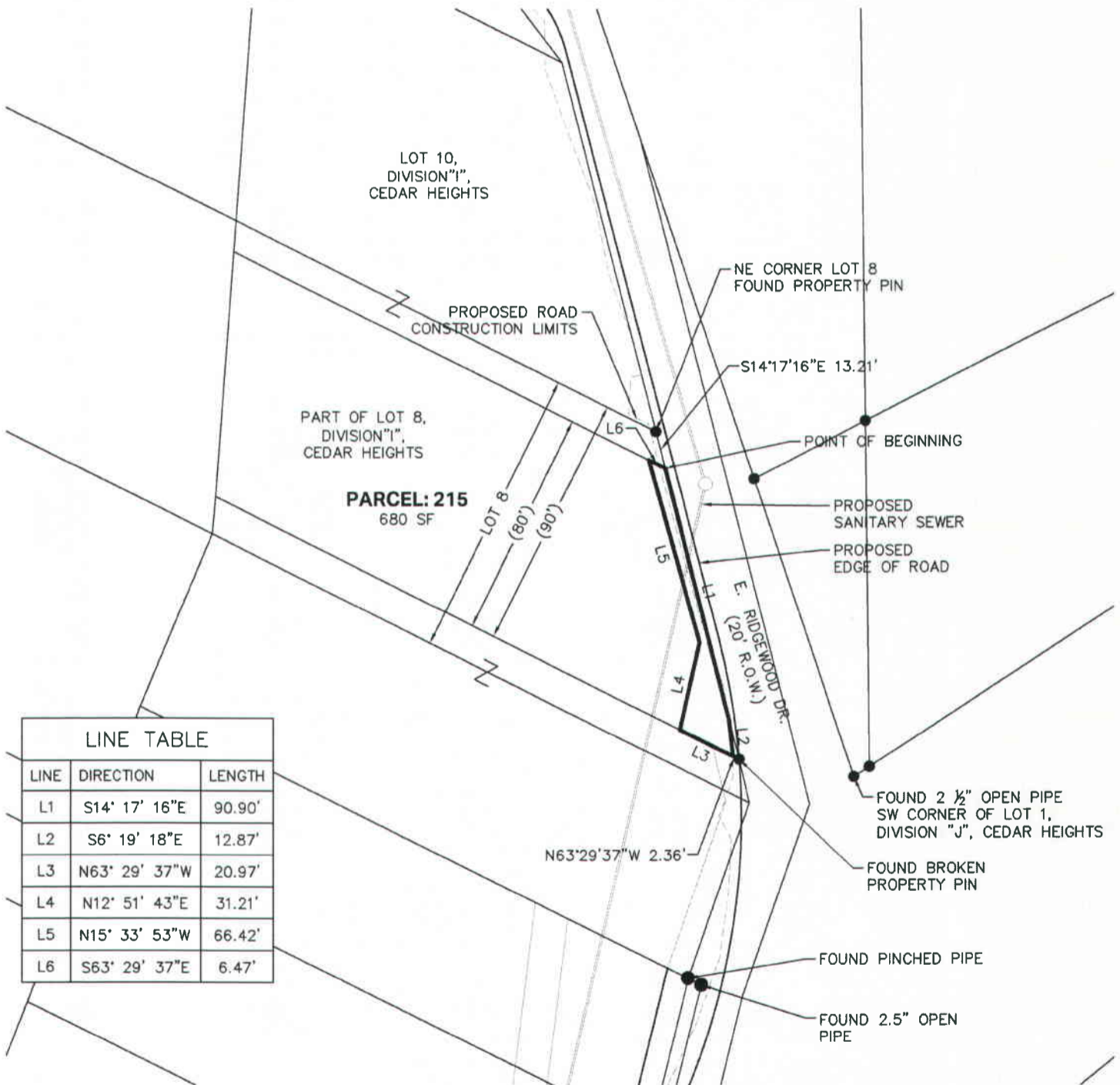
**TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: DAVID A & MARY C JACKSON  
1621 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL : 215

NE 1/4 OF SECTION: 18    TOWNSHIP: 89    RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S14° 17' 16"E	90.90'
L2	S6° 19' 18"E	12.87'
L3	N63° 29' 37"W	20.97'
L4	N12° 51' 43"E	31.21'
L5	N15° 33' 53"W	66.42'
L6	S63° 29' 37"E	6.47'



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

**FEBRUARY 26, 2024**  
Date

AARON L. MUELLER  
License number 21428  
My license renewal date is December 31, 2024

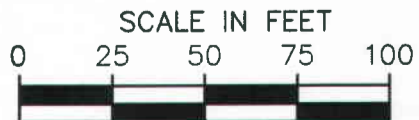
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- RECORD DIMENSION

S 14°17'16" E 13.21'  
(90')

REFERENCE DOCUMENTS  
CLD 681, PAGE 134



1"=50'



TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: DAVID A. JACKSON & MARY C. JACKSON  
1621 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL: 215

DESCRIPTION:

PART OF LOT 8, DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 13.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°17'16" EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 90.90 FEET; THENCE SOUTH 06°19'18" EAST, 12.87 FEET TO THE SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134; THENCE NORTH 63°29'37" WEST ALONG SAID SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134, 20.97 FEET; THENCE NORTH 12°51'43" EAST, 31.21 FEET; THENCE NORTH 15°33'53" WEST; 66.42 FEET TO THE NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134; THENCE SOUTH 63°29'37" EAST ALONG SAID NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134, 6.47 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 680 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE BEARING SOUTH 14°17'16" EAST.

### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 1621 E Ridgewood Drive  
Parcel Number: 215  
Project Number: RC-092-3271

County Tax Parcel No: 891318277006  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between David A. Jackson and Mary C. Jackson, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller’s interests in the following real estate, hereinafter referred to as the “Premises”:

See Attached Acquisition Plat  
See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller’s estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above (“Project”).
- 3. In consideration of Seller’s conveyance of Seller’s interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 3,260.00	on possession and conveyance	60 days after Buyer approval
\$ 3,260.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	12 sq. ft.	\$ 60.00
Underlying Fee Title	sq. ft.	\$ _____
Temporary Easement	680 sq. ft.	\$ 280.00
Permanent Easement	1,168 sq. ft.	\$2,920.00
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Fee Acquisition, Permanent Easement and Temporary Easement as shown on the attached Acquisition Plat, Permanent Easement Plat, and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, Permanent Easement Agreement, and Temporary Easement

Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X David A. Jackson 11-16-23  
 David A. Jackson Date

X Mary C. Jackson 11-16-23  
 Mary C. Jackson Date

State of Iowa

County of Black Hawk



This record was acknowledged before me on the 16 day of November, 2023, by  
David A. Jackson and Mary C. Jackson

Sean Devine  
 Signature of notarial officer

September 3, 2024  
 Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

INDEX LEGEND	
LOCATION:	PART OF LOT 8, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	DAVID A & MARY C JACKSON
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

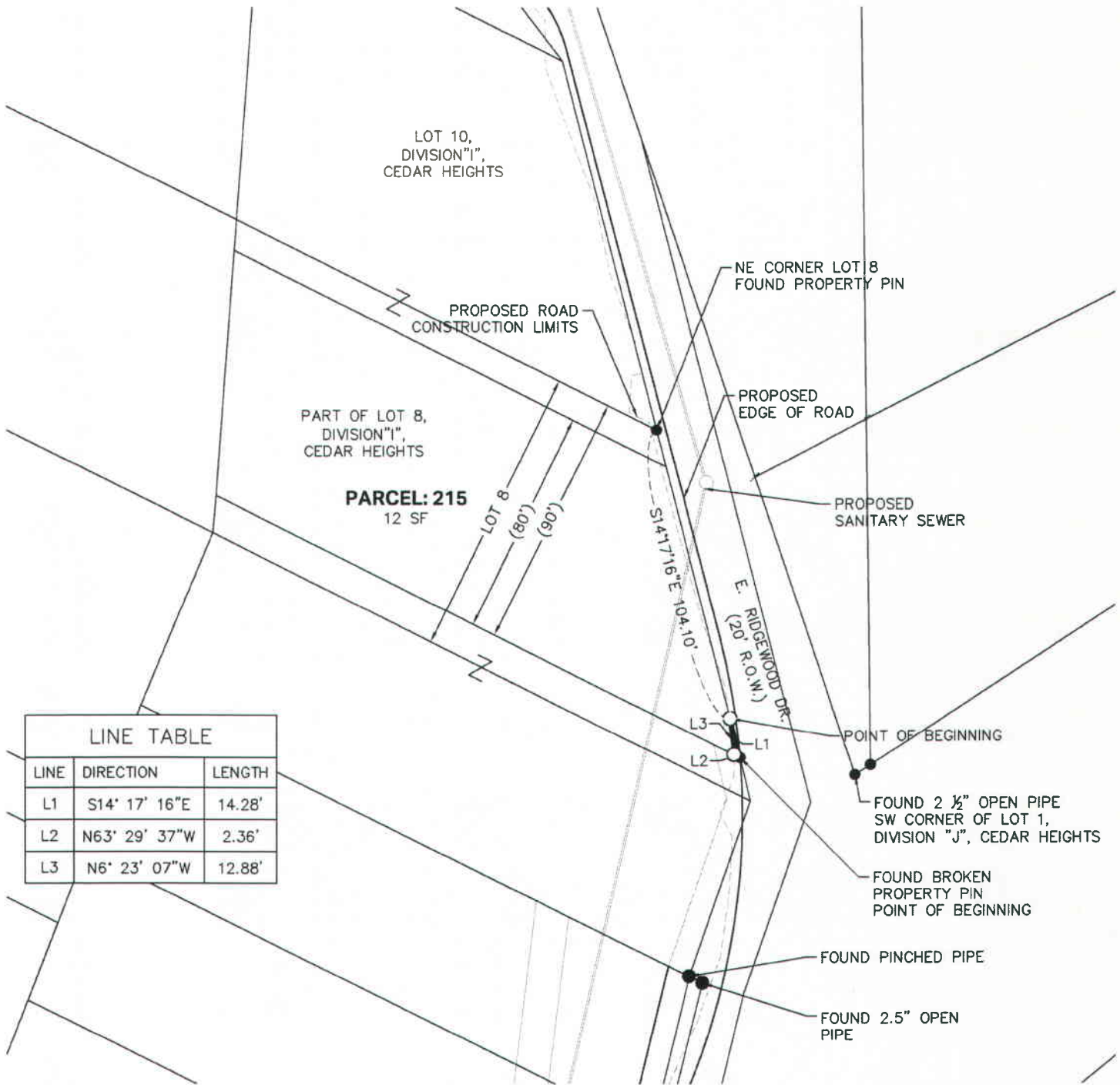
**RIGHT OF WAY ACQUISITION PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: DAVID A & MARY C JACKSON  
1621 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL : 215

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S14° 17' 16"E	14.28'
L2	N63° 29' 37"W	2.36'
L3	N6° 23' 07"W	12.88'



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

*Aaron L. Mueller* **FEBRUARY 26, 2024**  
Date

AARON L. MUELLER  
License number 21428  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 14°17'16" E 104.10' (90') MEASURED DIMENSION
- RECORD DIMENSION

REFERENCE DOCUMENTS  
CLD 681, PAGE 134



1"=50'



RIGHT OF WAY ACQUISITION PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: DAVID A. JACKSON & MARY C. JACKSON  
1621 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL: 215

DESCRIPTION:

PART OF LOT 8, DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14'17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 104.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14'17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 14.28 FEET TO THE SOUTHEAST CORNER OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134; THENCE NORTH 63'29'37" WEST ALONG SAID PROPERTY DESCRIBED IN CLD 681, PAGE 134, 2.36 FEET; THENCE NORTH 06'23'07" WEST, 12.88 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 12 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE BEARING SOUTH 14'17'16" EAST.

INDEX LEGEND	
LOCATION:	PART OF LOT 8, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	DAVID A & MARY C JACKSON
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

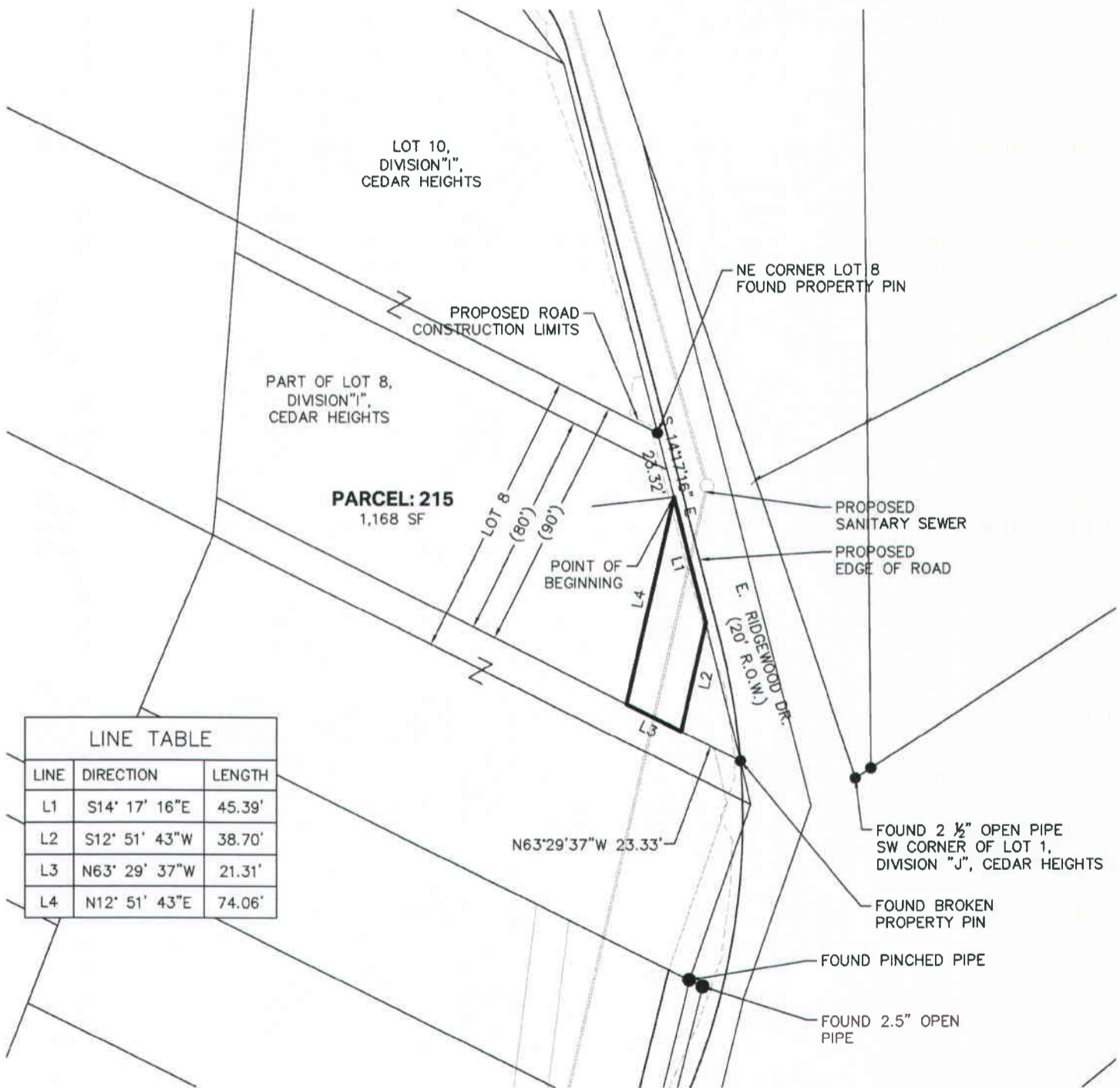
**PERMANENT SANITARY SEWER EASEMENT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: DAVID A & MARY C JACKSON  
1621 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL : 215

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S14° 17' 16"E	45.39'
L2	S12° 51' 43"W	38.70'
L3	N63° 29' 37"W	21.31'
L4	N12° 51' 43"E	74.06'

LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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

*Aaron L. Mueller* **FEBRUARY 26, 2024**  
AARON L. MUELLER Date

License number 21428  
My license renewal date is December 31, 2024

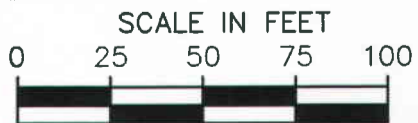
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- RECORD DIMENSION

S 14°17'16" E 23.32'  
(90')

REFERENCE DOCUMENTS  
CLD 681, PAGE 134





PERMANENT SANITARY SEWER EASEMENT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: DAVID A. JACKSON & MARY C. JACKSON  
1621 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL: 215

DESCRIPTION:

PART OF LOT 8 DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 23.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 45.39 FEET; THENCE SOUTH 12°51'43" WEST, 38.70 FEET TO THE SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134; THENCE NORTH 63°29'37" WEST ALONG SAID SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134, 21.31 FEET; THENCE NORTH 12°51'43" EAST, 74.06 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT SANITARY SEWER EASEMENT CONTAINS 1,168 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE BEARING SOUTH 14°17'16" EAST.

INDEX LEGEND	
LOCATION:	PART OF LOT 8, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	DAVID A & MARY C JACKSON
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

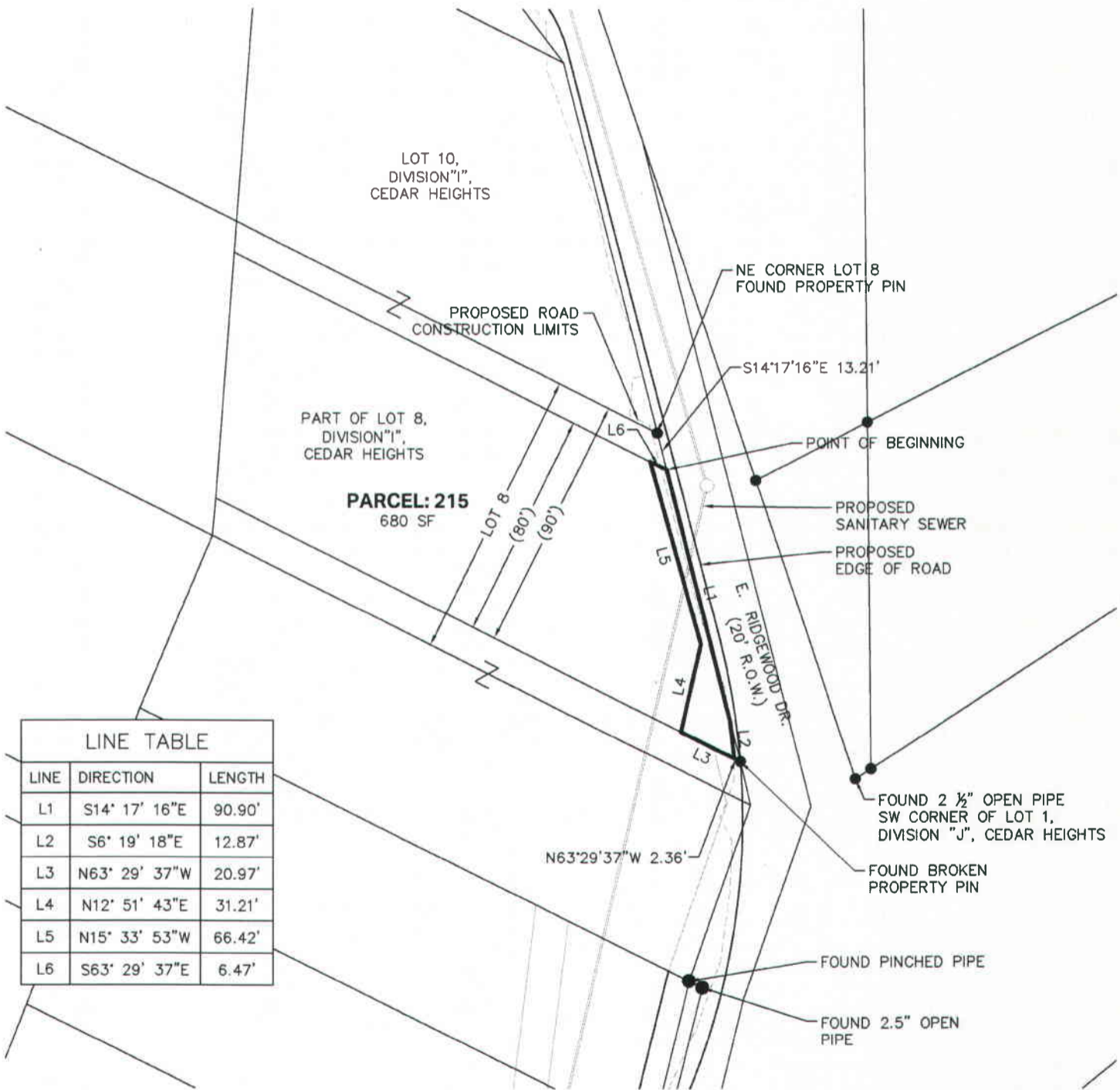
**TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: DAVID A & MARY C JACKSON  
1621 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL : 215

NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S14° 17' 16"E	90.90'
L2	S6° 19' 18"E	12.87'
L3	N63° 29' 37"W	20.97'
L4	N12° 51' 43"E	31.21'
L5	N15° 33' 53"W	66.42'
L6	S63° 29' 37"E	6.47'



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

**FEBRUARY 26, 2024**  
Date

AARON L. MUELLER  
License number 21428  
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- RECORD DIMENSION

S 14°17'16" E 13.21' (90')

REFERENCE DOCUMENTS  
CLD 681, PAGE 134

**SCALE IN FEET**

0 25 50 75 100

1"=50'



TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: DAVID A. JACKSON & MARY C. JACKSON  
1621 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-006

PROJECT PARCEL: 215

DESCRIPTION:

PART OF LOT 8, DIVISION 1\*, OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 13.21 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14°17'16" EAST ALONG THE SAID WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 90.90 FEET; THENCE SOUTH 06°19'18" EAST, 12.87 FEET TO THE SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134; THENCE NORTH 63°29'37" WEST ALONG SAID SOUTHWESTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134, 20.97 FEET; THENCE NORTH 12°51'43" EAST, 31.21 FEET; THENCE NORTH 15°33'53" WEST; 66.42 FEET TO THE NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134; THENCE SOUTH 63°29'37" EAST ALONG SAID NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN CLD 681, PAGE 134, 6.47 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 680 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE BEARING SOUTH 14°17'16" EAST.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1622 E Ridgewood Drive  
Parcel Number: 216  
Project Number: RC-092-3271

County Tax Parcel No: 891318278003  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Thomas F. Davis and Lynea G. Davis, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").

- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 200.00	on possession and conveyance	60 days after Buyer approval
\$ 200.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.		\$ _____
Underlying Fee Title	_____	sq. ft.		\$ _____
Temporary Easement	216	sq. ft.		\$200.00 (min. payment)
Permanent Easement	_____	sq. ft.		\$ _____
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Temporary Easement as shown on the attached Temporary Easement Plat. Seller also agrees to execute a Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
  - 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
  - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
  - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
  - 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

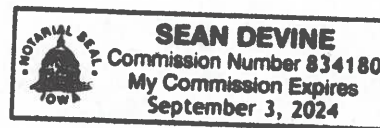
SELLER:

X Thomas F. Davis 1-22-24  
Thomas F. Davis Date

X Lynnea G. Davis 1/22/24  
Lynnea G. Davis Date

State of IOWA

County of Blackhawk



This record was acknowledged before me on the 22 day of January, 2024, by Thomas F. Davis and Lynnea G. Davis

Sean Devine  
Signature of notarial officer

9/3/24  
Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Thomas F. Davis and Lynea G. Davis, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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



GRANTORS:

X Thomas F. Davis  
Thomas F. Davis

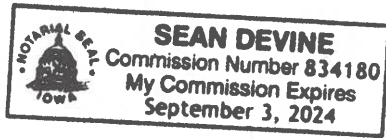
X Lynea G. Davis  
Lynea G. Davis

State of Iowa )

County of Blackhawk )

This record was acknowledged before me on the 22 day of January,  
2024, by Thomas F. Davis and Lynea G. Davis, Grantors.

Sean Devine  
Signature of notarial officer



Stamp

[Notary in and for the State of Iowa]  
Title of Office

[My commission expires: 9/3/24]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

INDEX LEGEND	
LOCATION:	PART OF LOT 1, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	THOMAS F & LYNEA G DAVIS
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

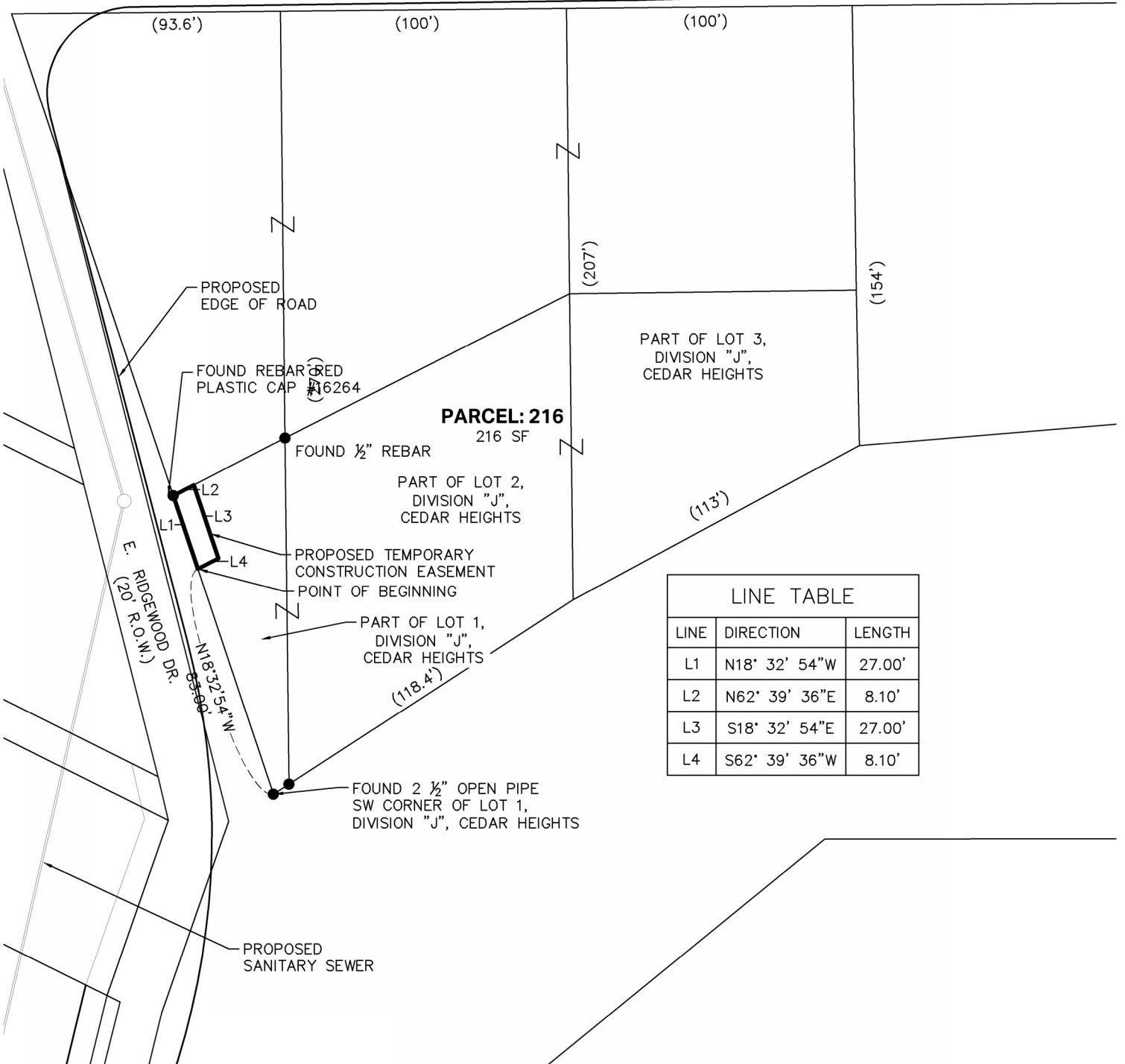
## TEMPORARY CONSTRUCTION EASEMENT PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271 CEDAR FALLS, IOWA

OWNER: THOMAS F & LYNEA G DAVIS  
1622 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-278-003

PROJECT PARCEL : 216

NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13  
(20' R.O.W.)



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N18° 32' 54"W	27.00'
L2	N62° 39' 36"E	8.10'
L3	S18° 32' 54"E	27.00'
L4	S62° 39' 36"W	8.10'

LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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

*Aaron L. Mueller* **December 8, 2023**  
Date

AARON L. MUELLER  
License number 21428  
My license renewal date is December 31, 2024

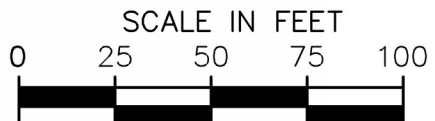
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- RECORD DIMENSION

N 18°32'54" W 83.00'  
(100')

REFERENCE DOCUMENTS  
2005-10048  
CLD 661, PG 735



1"=50'



TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: THOMAS F. DAVIS & LYNEA G. DAVIS  
1622 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-278-003

PROJECT PARCEL: 216

DESCRIPTION:

PART OF LOT 1, DIVISION "J", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 18°32'54" WEST ALONG THE WESTERLY LINE OF SAID LOT 1, 83.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 18°32'54" WEST ALONG THE WESTERLY LINE OF SAID LOT 1, 27.00 FEET TO THE NORTHWEST CORNER OF A PROPERTY DESCRIBED IN CLD 661, PAGE 735; THENCE NORTH 62°39'36" EAST ALONG THE NORTHERLY LINE OF SAID PROPERTY DESCRIBED IN CLD 661, PAGE 735, 8.10 FEET; THENCE SOUTH 18°32'54" EAST, 27.00 FEET; THENCE SOUTH 62°39'36" WEST, 8.10 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 216 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY LINE OF SAID LOT 1 BEARING NORTH 18°32'54" WEST.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: 1703 E Ridgewood Drive  
Parcel Number: 217  
Project Number: RC-092-3271**

**County Tax Parcel No: 891318277007  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_,  
by and between Nina M. Hamer, single, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat  
See Attached Permanent Easement Plats  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>8,825.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>8,825.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>94</u> sq. ft.	\$ <u>470.00</u>
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,137</u> sq. ft.	\$ <u>455.00</u>
Permanent Easement	<u>2,959</u> sq. ft.	\$ <u>7,400.00</u>
Buildings		\$ _____
Other (Removal of 1 Tree)		\$ <u>500.00</u>

- s 4. Seller grants to the City a Fee Acquisition, Permanent Easements and Temporary Easement as shown on the attached Acquisition Plat, Permanent Easement Plat, and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, Permanent Easement Agreements, and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

INDEX LEGEND	
LOCATION:	PART OF LOT 6, & PART OF LOT 8 CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	NINA M HAMER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

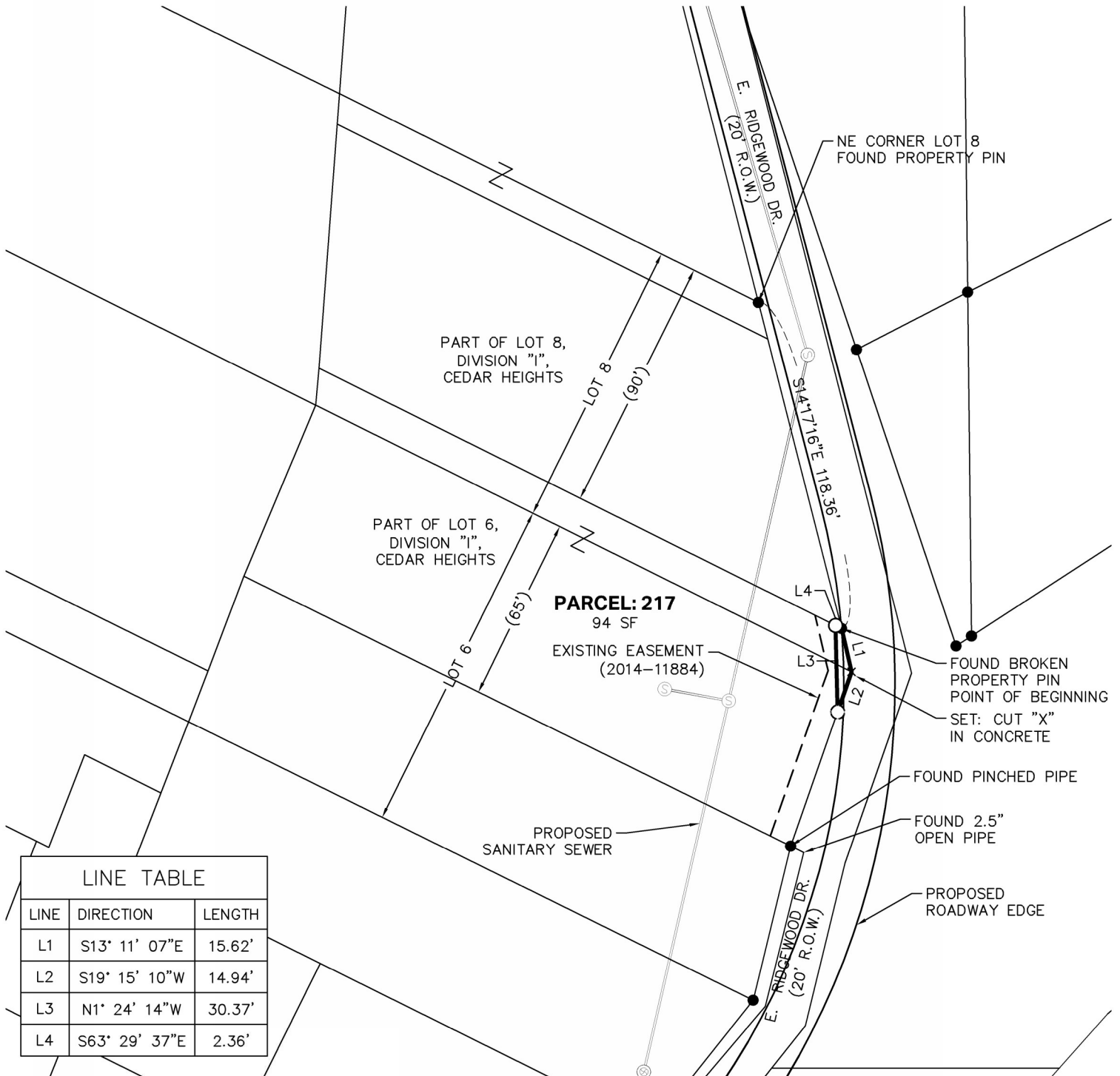
## RIGHT OF WAY ACQUISITION PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271 CEDAR FALLS, IOWA

OWNER: NINA M HAMER  
1703 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-007

PROJECT PARCEL : 217

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S13° 11' 07"E	15.62'
L2	S19° 15' 10"W	14.94'
L3	N1° 24' 14"W	30.37'
L4	S63° 29' 37"E	2.36'

LICENSED LAND SURVEYOR

**AARON L. MUELLER**

21428

IOWA

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

*Aaron L. Mueller* **March 1, 2024**

AARON L. MUELLER Date

License number 21428

My license renewal date is December 31, 2024

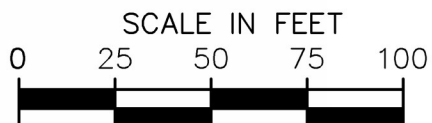
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- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 14°17'16" E 118.36'  
(65')

REFERENCE DOCUMENTS  
2005-09814  
2009-015017





RIGHT OF WAY ACQUISITION PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: NINA M. HAMER  
1703 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-007

PROJECT PARCEL: 217

DESCRIPTION:

PART OF LOT 6 AND LOT 8. DIVISION 1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14'17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 118.36 FEET TO THE NORTHEAST CORNER OF A PROPERTY DESCRIBED IN DOC. #2009-015017, THE POINT OF BEGINNING; THENCE SOUTH 13'11'07" EAST ALONG SAID WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 15.62 FEET TO THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 19'15'10" WEST ALONG SAID WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 14.94 FEET; THENCE NORTH 01'24'14" WEST, 30.37 FEET TO THE NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2009-015017; THENCE SOUTH 63'29'37" EAST ALONG SAID NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2009-015017, 2.36 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 94 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE ALONG SAID LOT 8 BEARING SOUTH 14'17'16" EAST.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

Nina M. Hamer, single, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Sanitary Sewer Easement Agreement on this 31 day of January, 2024.

Nina M Hamer  
Nina M. Hamer

By: \_\_\_\_\_

STATE OF Iowa )  
COUNTY OF Blackhawk ) ss:

This record was acknowledged before me on this 31 day of January, 2024 by Nina M Hamer.



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

ACCEPTANCE OF SANITARY SEWER EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

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

I Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Sanitary Sewer Easement Agreement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

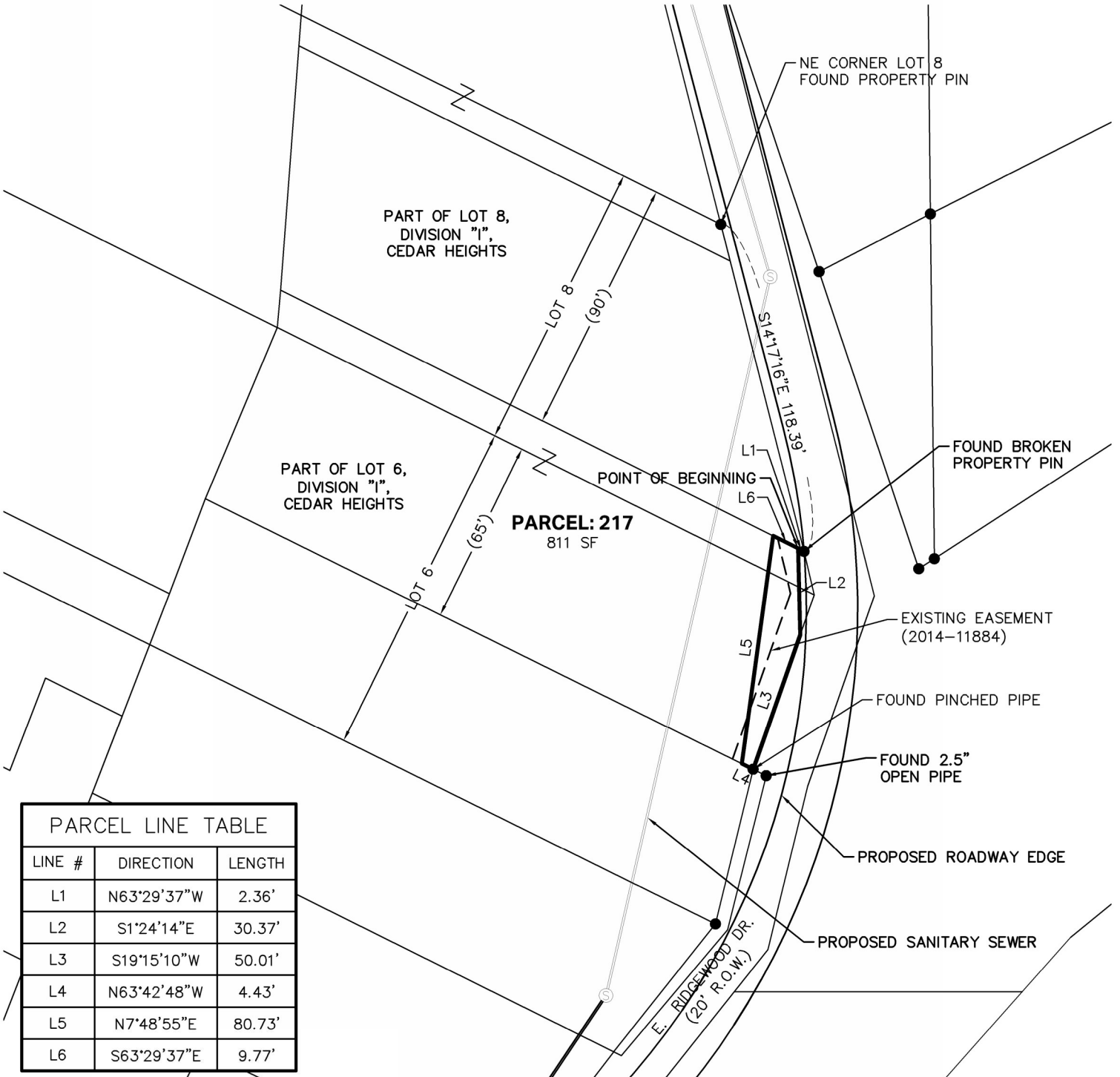
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PROPRIETOR:	NINA M HAMER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

**PERMANENT STORM SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: NINA M HAMER      COUNTY PARCEL NO. 8913-18-277-007  
1703 E. RIDGEWOOD DR.  
CEDAR FALLS, IOWA

PROJECT PARCEL : 217

NE ¼ OF SECTION: 18      TOWNSHIP: 89      RANGE: 13



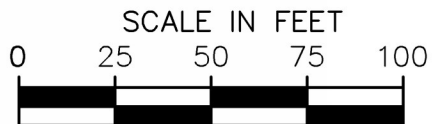
LINE #	DIRECTION	LENGTH
L1	N63°29'37"W	2.36'
L2	S1°24'14"E	30.37'
L3	S19°15'10"W	50.01'
L4	N63°42'48"W	4.43'
L5	N7°48'55"E	80.73'
L6	S63°29'37"E	9.77'

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 14°17'16" E 118.39'  
(65')

REFERENCE DOCUMENTS  
2005-09814  
2009-015017



LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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

*Aaron L. Mueller*      **MARCH 1, 2024**  
AARON L. MUELLER      Date

License number 21428      My license renewal date is December 31, 2024

Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2



PERMANENT STORM SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

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THIS PERMANENT STORM SEWER EASEMENT CONTAINS 811 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE ALONG SAID LOT 8 BEARING SOUTH 14°17'16" EAST.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

### SANITARY SEWER EASEMENT AGREEMENT

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See Permanent Easement Exhibit and Legal Description Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: **Sanitary Sewer**.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

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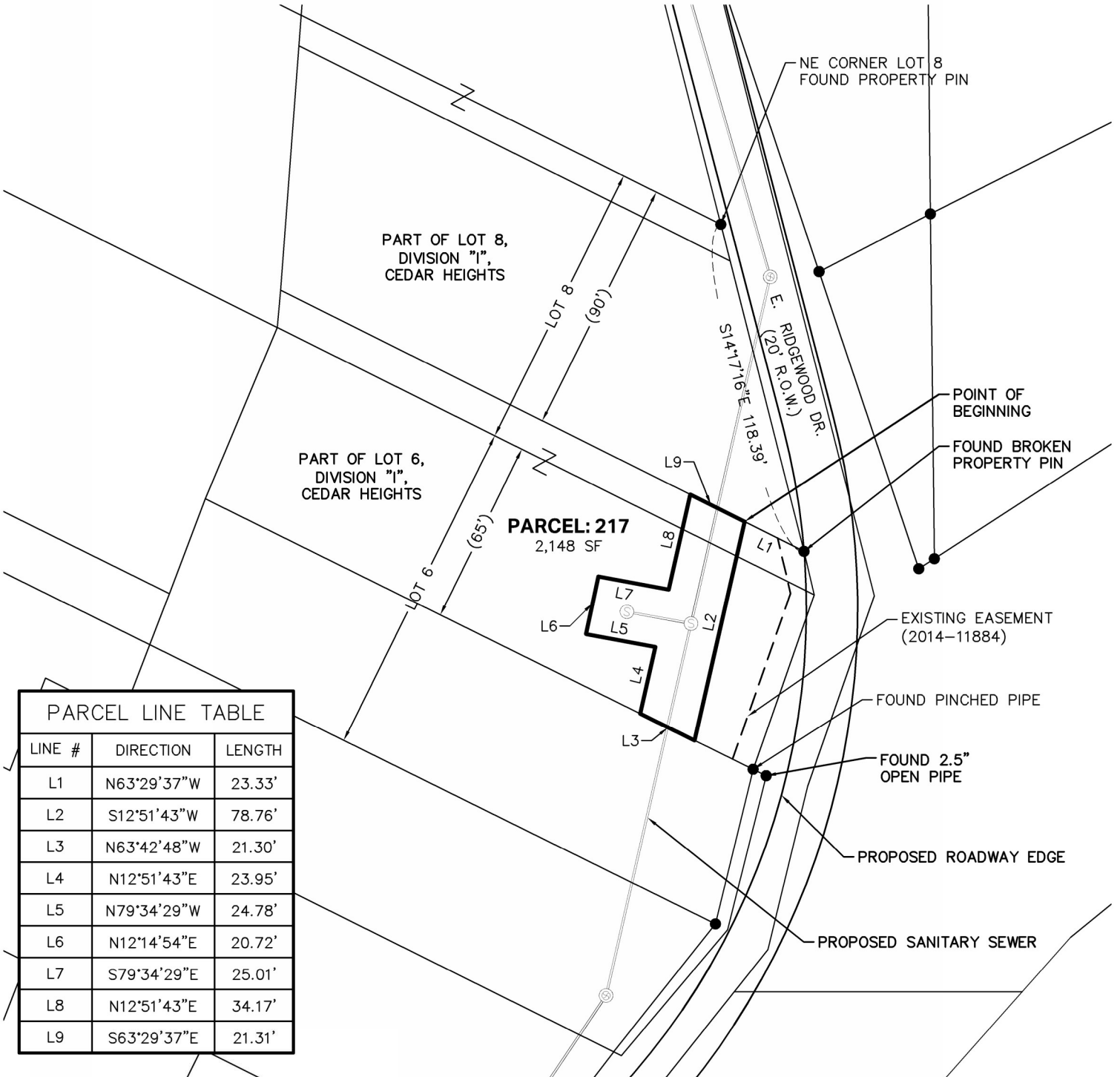
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SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

**PERMANENT SANITARY SEWER EASEMENT PLAT  
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OWNER: NINA M HAMER      COUNTY PARCEL NO. 8913-18-277-007  
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L5	N79°34'29"W	24.78'
L6	N12°14'54"E	20.72'
L7	S79°34'29"E	25.01'
L8	N12°51'43"E	34.17'
L9	S63°29'37"E	21.31'

LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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*Aaron L. Mueller*      **March 1, 2024**  
AARON L. MUELLER      Date

License number 21428      My license renewal date is December 31, 2024

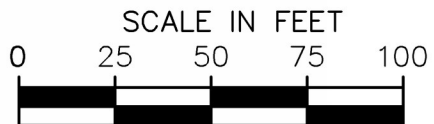
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1703 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-007

PROJECT PARCEL: 217

DESCRIPTION:

PART OF LOTS 6 AND 8, DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 118.39 FEET TO THE NORTHEAST CORNER OF A PROPERTY DESCRIBED IN DOC. #2009-015017; THENCE NORTH 63°29'37" WEST ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY DESCRIBED IN DOC. #2009-015017, 23.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 12°51'43" WEST, 78.76 FEET TO THE SOUTHWESTERLY LINE OF SAID PROPERTY DESCRIBED IN DOC. #2009-015017; THENCE NORTH 63°42'48" WEST ALONG SOUTHWESTERLY LINE OF SAID PROPERTY DESCRIBED IN DOC. #2009-015017, 21.30 FEET; THENCE NORTH 12°51'43" EAST, 23.95 FEET; THENCE NORTH 79°34'29" WEST, 24.78 FEET; THENCE NORTH 12°14'54" EAST, 20.72 FEET; THENCE SOUTH 79°34'29" EAST, 25.01 FEET; THENCE NORTH 12°51'43" EAST, 34.17 FEET TO THE NORTHEASTERLY LINE OF SAID PROPERTY DESCRIBED IN DOC. #2009-015017; THENCE SOUTH 63°29'37" EAST ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY DESCRIBED IN DOC. #2009-015017, 21.31 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT SANITARY SEWER EASEMENT CONTAINS 2,148 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE ALONG SAID LOT 8 BEARING SOUTH 14°17'16" EAST.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Nina M. Hamer, single ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTOR:

X *Nina M. Hamer*  
Nina M. Hamer

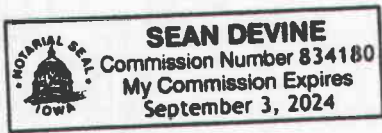
X \_\_\_\_\_

By: \_\_\_\_\_

State of Iowa )

County of Blackhawk )

This record was acknowledged before me on the 19 day of December,  
2023, by Nina M. Hamer, Grantor.



*Sean Devine*  
Signature of notarial officer

Stamp

[Notary in and for the State of Iowa]  
Title of Office

[My commission expires: 09/03/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

INDEX LEGEND	
LOCATION:	PART OF LOT 6, & PART OF LOT 8 CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	NINA M HAMER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

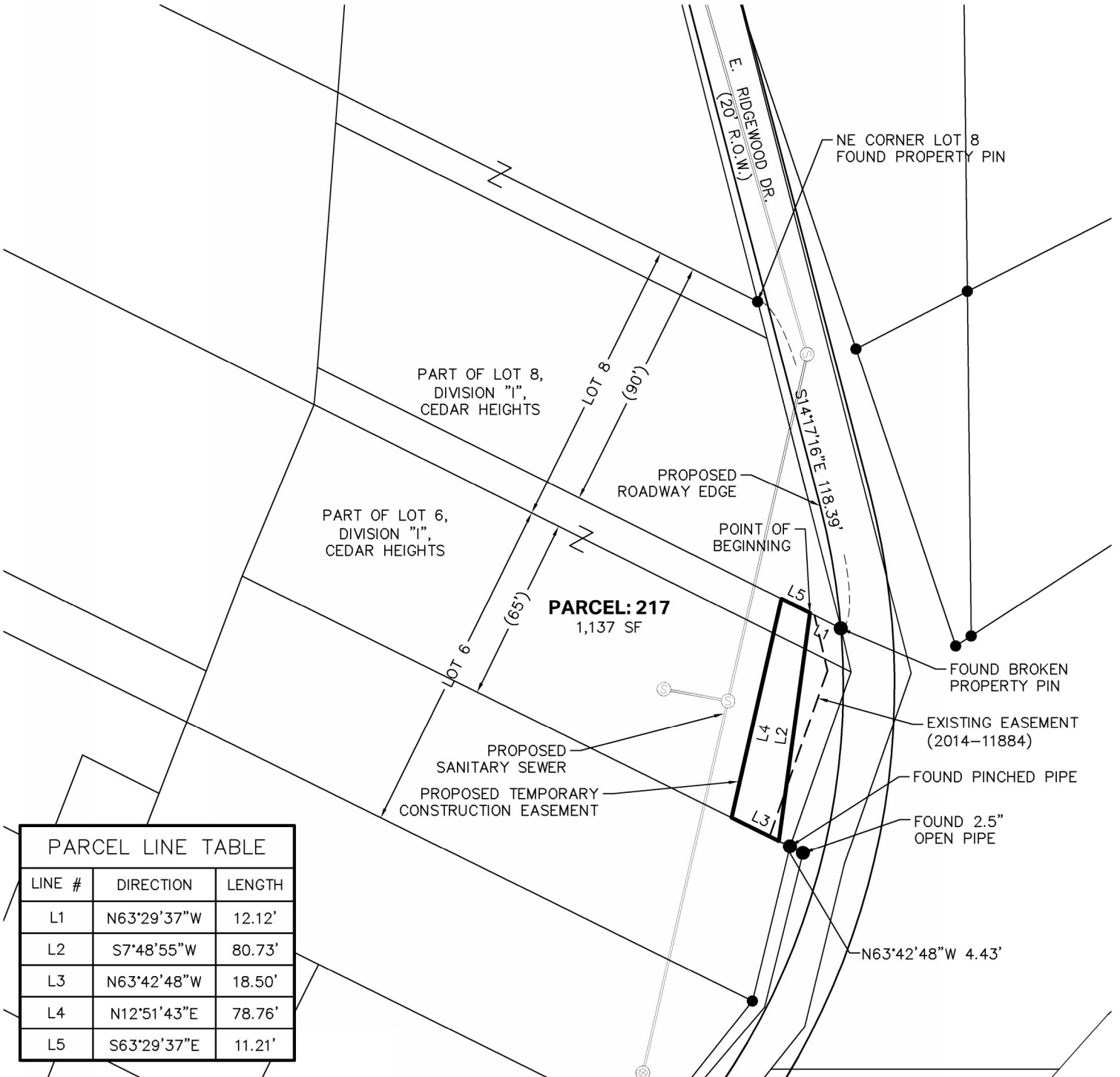
## TEMPORARY CONSTRUCTION EASEMENT PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271 CEDAR FALLS, IOWA

OWNER: NINA M HAMER  
1703 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-007

PROJECT PARCEL : 217

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N63°29'37"W	12.12'
L2	S7°48'55"W	80.73'
L3	N63°42'48"W	18.50'
L4	N12°51'43"E	78.76'
L5	S63°29'37"E	11.21'

LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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

*Aaron L. Mueller*      **MARCH 1, 2024**  
Date

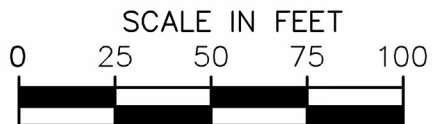
AARON L. MUELLER  
License number 21428  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 14°17'16" E 118.39'  
(65')

REFERENCE DOCUMENTS  
2005-09814  
2009-015017





TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: NINA M. HAMER  
1703 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-007

PROJECT PARCEL: 217

DESCRIPTION:

PART OF LOTS 6 AND 8, DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 8; THENCE SOUTH 14°17'16" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 118.39 FEET TO THE NORTHWESTERLY CORNER OF A PROPERTY DESCRIBED IN DOC. #2009-015017; THENCE NORTH 63°29'37" WEST ALONG THE NORTHERLY LINE OF SAID PROPERTY DESCRIBED IN DOC. #2009-015017, 12.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07°48'55" WEST, 80.73 FEET TO THE SOUTHERLY LINE OF SAID PROPERTY DESCRIBED IN DOC. #2009-015017; THENCE NORTH 63°42'48" WEST ALONG SAID SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2009-015017, 18.50 FEET; THENCE NORTH 12°51'43" EAST, 78.76 FEET TO THE SAID NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2009-015017; THENCE SOUTH 63°29'37" EAST ALONG SAID NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2009-015017, 11.21 FEET TO THE POINT OF BEGINNING

THIS TEMPORARY EASEMENT CONTAINS 1,137 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE ALONG SAID LOT 8 BEARING SOUTH 14°17'16" EAST.

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1709 E Ridgewood Drive  
Parcel Number: 218  
Project Number: RC-092-3271

County Tax Parcel No: 891318277019  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Richard C. Brown, single, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat  
See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").

- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>10,215.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>10,215.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	<u>36</u>	sq. ft.	\$ <u>180.00</u>
Underlying Fee Title	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,426</u>	sq. ft.	\$ <u>575.00</u>
Permanent Easement	<u>3,184</u>	sq. ft.	\$ <u>7,960.00</u>
Buildings			\$ _____
Other (Removal of three trees)			\$ <u>1,500.00</u>


- 4. Seller grants to the City a Fee Acquisition, Permanent Easement and Temporary Easement as shown on the attached Acquisition Plat, Permanent Easement Plat, and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, Permanent Easement Agreement, and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall

terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:  12-19-23 X \_\_\_\_\_ Date  
 Richard C. Brown Date

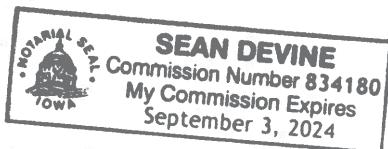
By: \_\_\_\_\_

State of Iowa  
 County of Blackhawk

This record was acknowledged before me on the 19 day of December, 2023, by  
Richard C. Brown

  
 Signature of notarial officer

September 03, 2024  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

INDEX LEGEND	
LOCATION:	PART OF LOT 4 & LOT 6, CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RICHARD C BROWN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

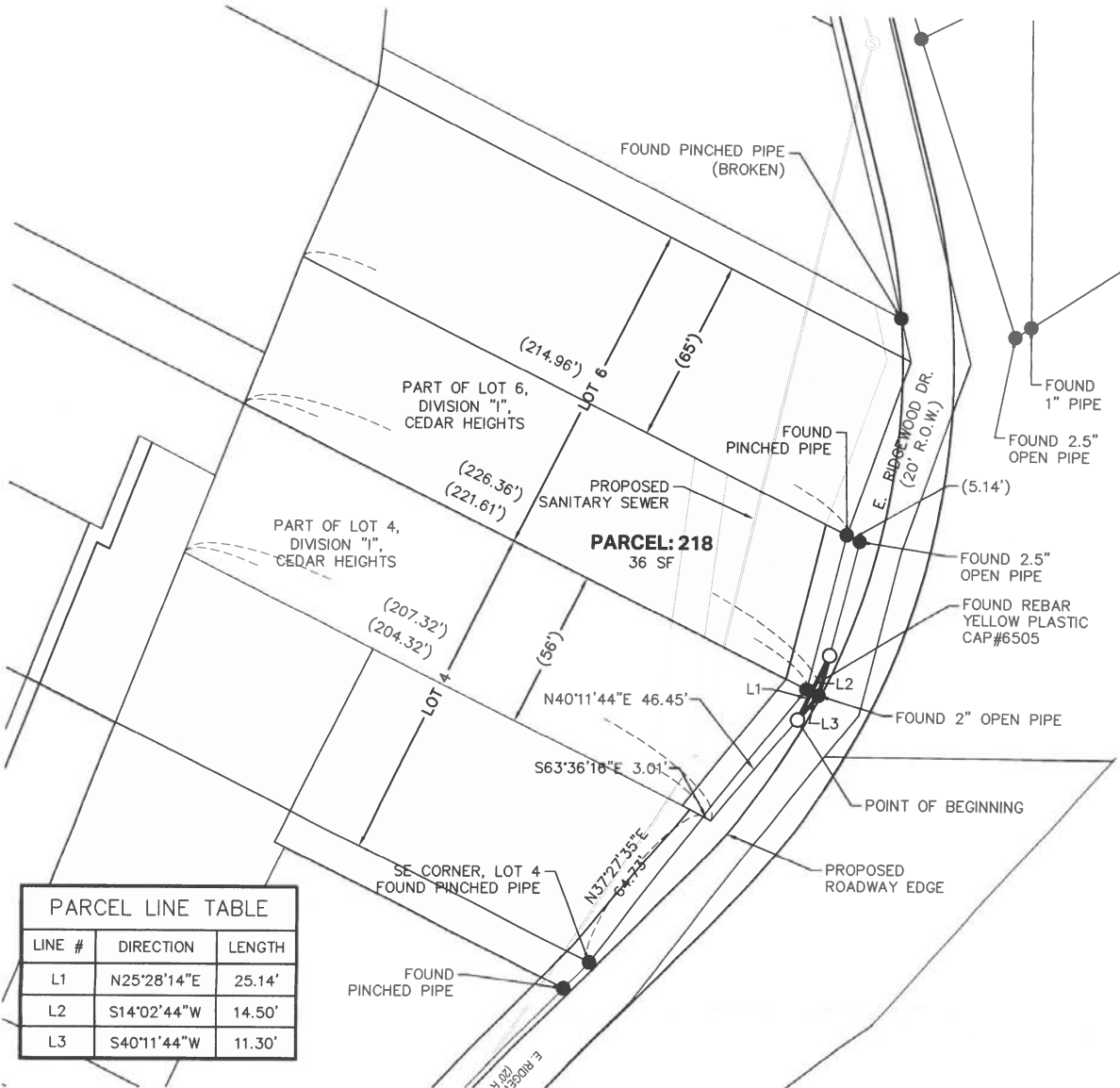
**RIGHT OF WAY ACQUISITION PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: RICHARD C BROWN  
1709 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-277-019

PROJECT PARCEL: 218

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N25°28'14"E	25.14'
L2	S14°02'44"W	14.50'
L3	S40°11'44"W	11.30'



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

*Aaron L. Mueller* December 8, 2023  
AARON L. MUELLER Date

License number 21428  
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- RECORD DIMENSION

N 37°27'35" E 64.73'  
(56')

**REFERENCE DOCUMENTS**

- 2014-004200
- 2014-011883
- 2013-020959
- 2013-020957
- 2009-024719
- 2009-023261
- 2009-013304
- 2005-09814



**RIGHT OF WAY ACQUISITION PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

**OWNER: RICHARD BROWN**  
1709 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

**COUNTY PARCEL NO. 8913-18-277-019**

**PROJECT PARCEL: 218**

**DESCRIPTION:**

PART OF LOTS 4 AND 6, DIVISION 1; OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 37°27'35" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 64.73 FEET TO THE SOUTHERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304; THENCE SOUTH 63°36'16" EAST ALONG SAID SOUTHERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304, 3.01 FEET TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN DOC. #2009-13304; THENCE NORTH 40°11'44" EAST ALONG THE EASTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304, 46.45 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°28'14" EAST, 25.14 FEET TO THE EASTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304; THENCE SOUTH 14°02'44" WEST ALONG THE EASTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304, 14.50 FEET TO THE EASTERLY CORNER OF PROPERTY DESCRIBED IN DOC. #2009-13304; THENCE SOUTH 40°11'44" WEST ALONG THE SOUTHEASTERLY LINE OF PROPERTY DESCRIBED IN DOC. #2009-13304, 11.30 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 36 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE ALONG SAID LOT 4 BEARING NORTH 37°27'35" EAST.

INDEX LEGEND	
LOCATION:	PART OF LOT 4 & LOT 6, CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RICHARD C BROWN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

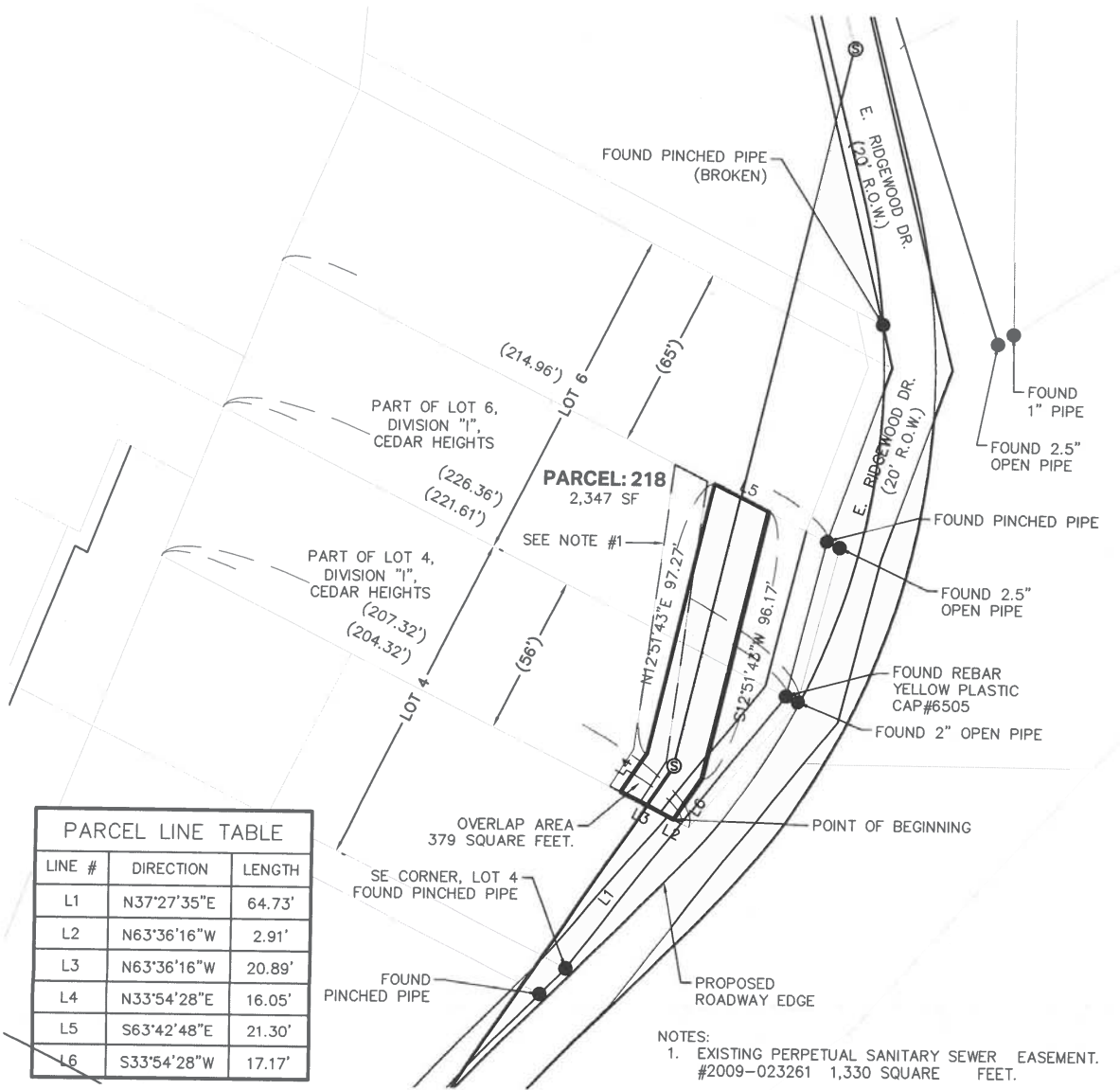
**PERMANENT SANITARY SEWER EASEMENT PLAT**  
**CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271**  
**CEDAR FALLS, IOWA**

OWNER: RICHARD C BROWN  
 1709 E RIDGEWOOD DR  
 CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-019


PROJECT PARCEL : 218

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE #	DIRECTION	LENGTH
L1	N37°27'35\"E	64.73'
L2	N63°36'16\"W	2.91'
L3	N63°36'16\"W	20.89'
L4	N33°54'28\"E	16.05'
L5	S63°42'48\"E	21.30'
L6	S33°54'28\"W	17.17'

NOTES:  
 1. EXISTING PERPETUAL SANITARY SEWER EASEMENT. #2009-023261 1,330 SQUARE FEET.



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

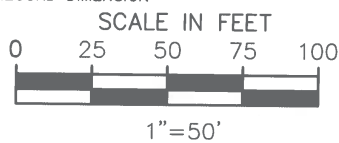
*Aaron L. Mueller* December 8, 2023  
 Aaron L. Mueller Date

License number 21428  
 My license renewal date is December 31, 2024  
 Pages or sheets covered by this seal:  
 SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- N 37°27'39" E 64.73' MEASURED DIMENSION (56')
- RECORD DIMENSION

- REFERENCE DOCUMENTS**
- 2014-004200
  - 2014-011883
  - 2013-020959
  - 2013-020957
  - 2009-024719
  - 2009-023261
  - 2009-013304
  - 2005-09814



PERMANENT SANITARY SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: RICHARD BROWN  
1709 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-019

PROJECT PARCEL: 218

DESCRIPTION:

PART OF LOTS 4 AND 6, DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 37°27'35" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE, 64.73 FEET TO THE SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200; THENCE NORTH 63°36'16" WEST ALONG SAID SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 2.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°36'16" WEST ALONG SAID SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 20.89 FEET; THENCE NORTH 33°54'28" EAST, 16.05 FEET; THENCE NORTH 02°51'43" EAST, 97.27 FEET TO THE NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200; THENCE SOUTH 63°42'48" EAST ALONG SAID NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 21.30 FEET; THENCE SOUTH 12°51'43" WEST, 96.17 FEET; THENCE SOUTH 33°54'28" WEST, 17.17 FEET TO THE POINT OF BEGINNING.

THIS SANITARY SEWER PERMANENT EASEMENT CONTAINS 2,347 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE ALONG SAID LOT 4 BEARING NORTH 37°27'39"EAST.

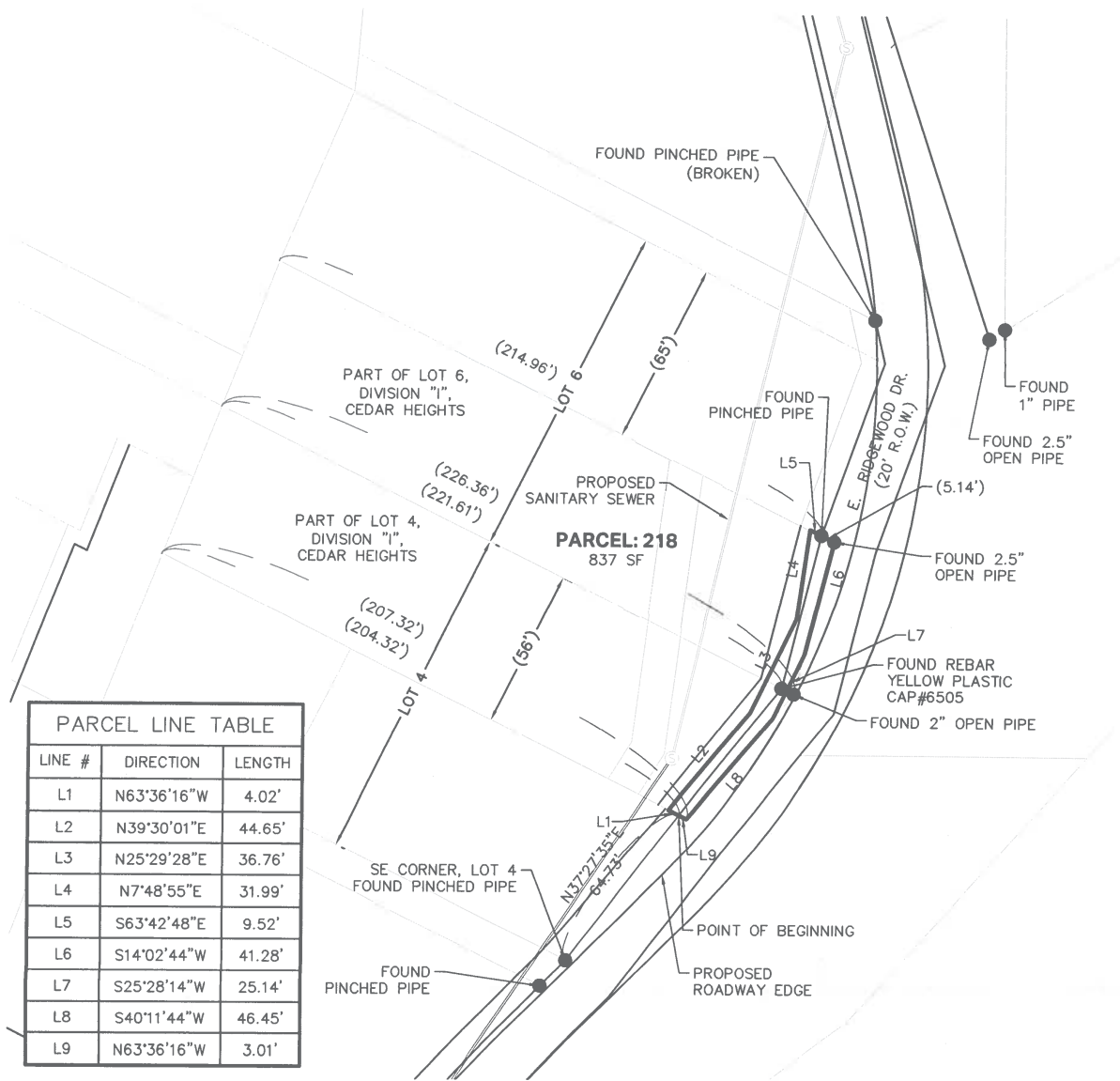


INDEX LEGEND	
LOCATION:	PART OF LOT 4 & LOT 6, CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RICARD C BROWN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM


**PERMANENT STORM SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: RICHARD C BROWN      COUNTY PARCEL NO. 8913-18-277-019  
1709 E RIDGEWOOD DR  
CEDAR FALLS, IOWA

PROJECT PARCEL : 218  
NE ¼ OF SECTION: 18    TOWNSHIP: 89    RANGE: 13



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N63°36'16"W	4.02'
L2	N39°30'01"E	44.65'
L3	N25°29'28"E	36.76'
L4	N7°48'55"E	31.99'
L5	S63°42'48"E	9.52'
L6	S14°02'44"W	41.28'
L7	S25°28'14"W	25.14'
L8	S40°11'44"W	46.45'
L9	N63°36'16"W	3.01'



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

*Aaron L. Mueller*      **December 8, 2023**  
Date

AARON L. MUELLER      License number 21428

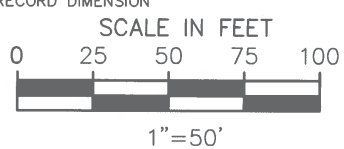
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- N 37°27'35" E 64.73' (56') MEASURED DIMENSION RECORD DIMENSION

- REFERENCE DOCUMENTS**
- 2014-004200
  - 2014-011883
  - 2013-020959
  - 2013-020957
  - 2009-024719
  - 2009-023261
  - 2009-013304
  - 2005-09814



**PERMANENT STORM SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

**OWNER: RICHARD BROWN**  
1709 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-019

PROJECT PARCEL: 218

DESCRIPTION:

PART OF LOTS 4 AND 6, DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 37°27'35" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE, 64.73 FEET TO THE SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, THE POINT OF BEGINNING; THENCE NORTH 63°36'16" WEST ALONG SAID SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 4.02 FEET; THENCE NORTH 39°30'01" EAST, 44.65 FEET; THENCE NORTH 25°29'28" EAST, 36.76 FEET; THENCE 07°48'55" EAST, 31.99 FEET TO THE NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200; THENCE SOUTH 63°42'48" EAST ALONG SAID NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 9.52 FEET TO THE NORTHEAST CORNER OF A PROPERTY DESCRIBED IN DOC. #2014-04200; THENCE SOUTH 14°02'44" WEST ALONG THE EASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 41.28 FEET; THENCE SOUTH 25°28'14" WEST, 25.14 FEET TO THE EASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200; THENCE SOUTH 40°11'44" WEST ALONG THE EASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 46.45 FEET TO THE SOUTHEAST CORNER OF A PROPERTY DESCRIBED IN DOC. #2014-04200; THENCE NORTH 63°36'16" WEST ALONG THE SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 3.01 FEET TO THE POINT OF BEGINNING.

THIS STORM SEWER PERMANENT EASEMENT CONTAINS 837 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE ALONG SAID LOT 4 BEARING NORTH 37°27'35"EAST.

INDEX LEGEND	
LOCATION:	PART OF LOT 4 & LOT 6, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RICHARD C BROWN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

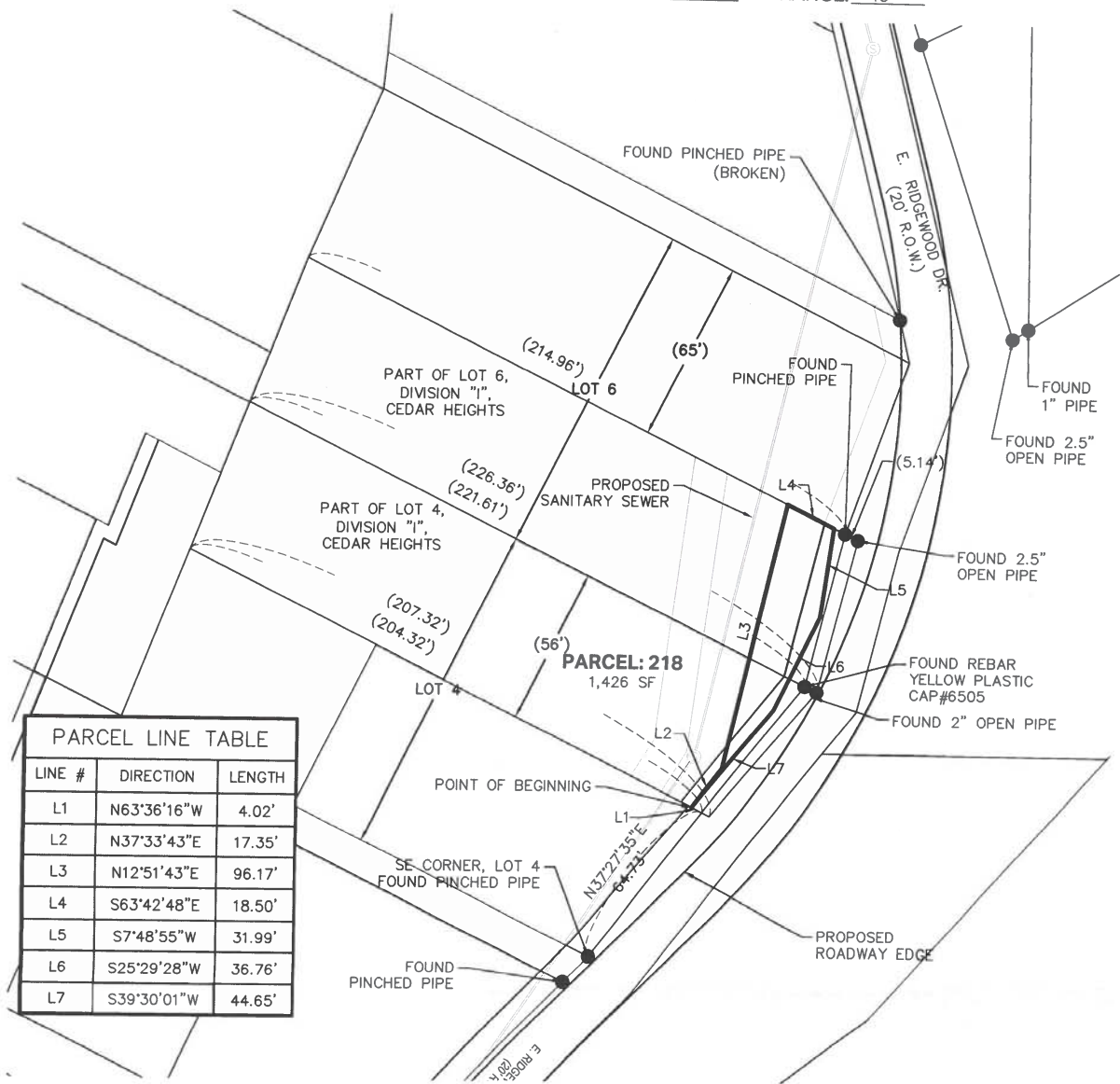
TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: RICHARD C BROWN  
1709 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-277-019

PROJECT PARCEL : 218

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



LINE #	DIRECTION	LENGTH
L1	N63°36'16"W	4.02'
L2	N37°33'43"E	17.35'
L3	N12°51'43"E	96.17'
L4	S63°42'48"E	18.50'
L5	S7°48'55"W	31.99'
L6	S25°29'28"W	36.76'
L7	S39°30'01"W	44.65'



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

*Aaron L. Mueller* December 8, 2023  
AARON L. MUELLER Date

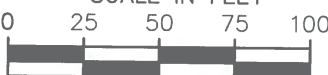
License number 21428  
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2


**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION (59.6')
- RECORD DIMENSION

**SCALE IN FEET**



1" = 50'



**REFERENCE DOCUMENTS**

- 2014-004200
- 2014-011883
- 2013-020959
- 2013-020957
- 2009-024719
- 2009-023261
- 2009-013304
- 2005-09814



TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: RICHARD BROWN  
1709 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-019

PROJECT PARCEL: 218

DESCRIPTION:

PART OF LOTS 4 AND 6, DIVISION "1", OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 37°27'35" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE, 64.73 FEET TO THE SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200; THENCE NORTH 63°36'16" WEST ALONG THE SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 4.02 FEET, THE POINT OF BEGINNING; THENCE NORTH 37°33'43" EAST, 17.35 FEET; THENCE NORTH 12°51'43" EAST, 96.17 FEET TO THE NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200; THENCE SOUTH 63°42'48" EAST ALONG THE NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2014-04200, 18.50 FEET; THENCE SOUTH 07°48'55" WEST, 31.99 FEET; THENCE SOUTH 25°29'28" WEST, 36.76 FEET; THENCE SOUTH 39°30'01" WEST, 44.65 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 1,426 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF EAST RIDGEWOOD DRIVE ALONG SAID LOT 4 BEARING NORTH 37°27'35" EAST.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

Property Address: 1713 E Ridgewood Drive  
Parcel Number: 219  
Project Number: RC-092-3271

County Tax Parcel No: 891318277009  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between James R. Young and Laurinda K. Young, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller’s interests in the following real estate, hereinafter referred to as the “Premises”:

See Attached Permanent Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller’s estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above (“Project”).
- 3. In consideration of Seller’s conveyance of Seller’s interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,760.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,760.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	_____ sq. ft.	\$ _____
Permanent Easement	<u>1,609</u> sq. ft.	<u>\$ 4,260.00</u>
Buildings		\$ _____
Other (Removal of 3 trees and landscaping)		<u>\$ 2,500.00</u>

- 4. Seller grants to the City a Permanent Easement as shown on the attached Permanent Easement Plat. Seller also agrees to execute a Permanent Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.
- 11. Buyer agrees to provide reasonable advance notice of the date of tree removal. If Seller wishes to keep any part of the removed tree, Buyer shall designate on or before the date of removal which part(s) of the removed tree Seller wishes to keep. The tree part(s) shall be designated in a mutually agreeable manner. Buyer shall place such designated part(s) onto Seller's property immediately adjacent to the right-of-way so as to not interfere with work on the Project. Buyer makes no representation or warranty whatsoever as to the condition of the designated part(s) upon removal.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

x James R. Young 2/6/24  
James R. Young Date

x Laurinda K. Young 2/6/24  
Laurinda K. Young Date

State of Arizona

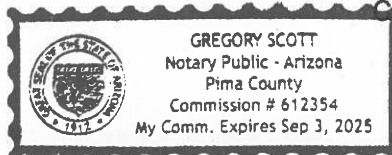
County of Pima

This record was acknowledged before me on the 6<sup>th</sup> day of February, 2024, by

James R. Young & Laurinda K. Young

[Signature]  
Signature of notarial officer

09/03/25  
Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## SANITARY SEWER EASEMENT AGREEMENT

James R. Young and Laurinda K. Young, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: **Sanitary Sewer.**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or



to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.



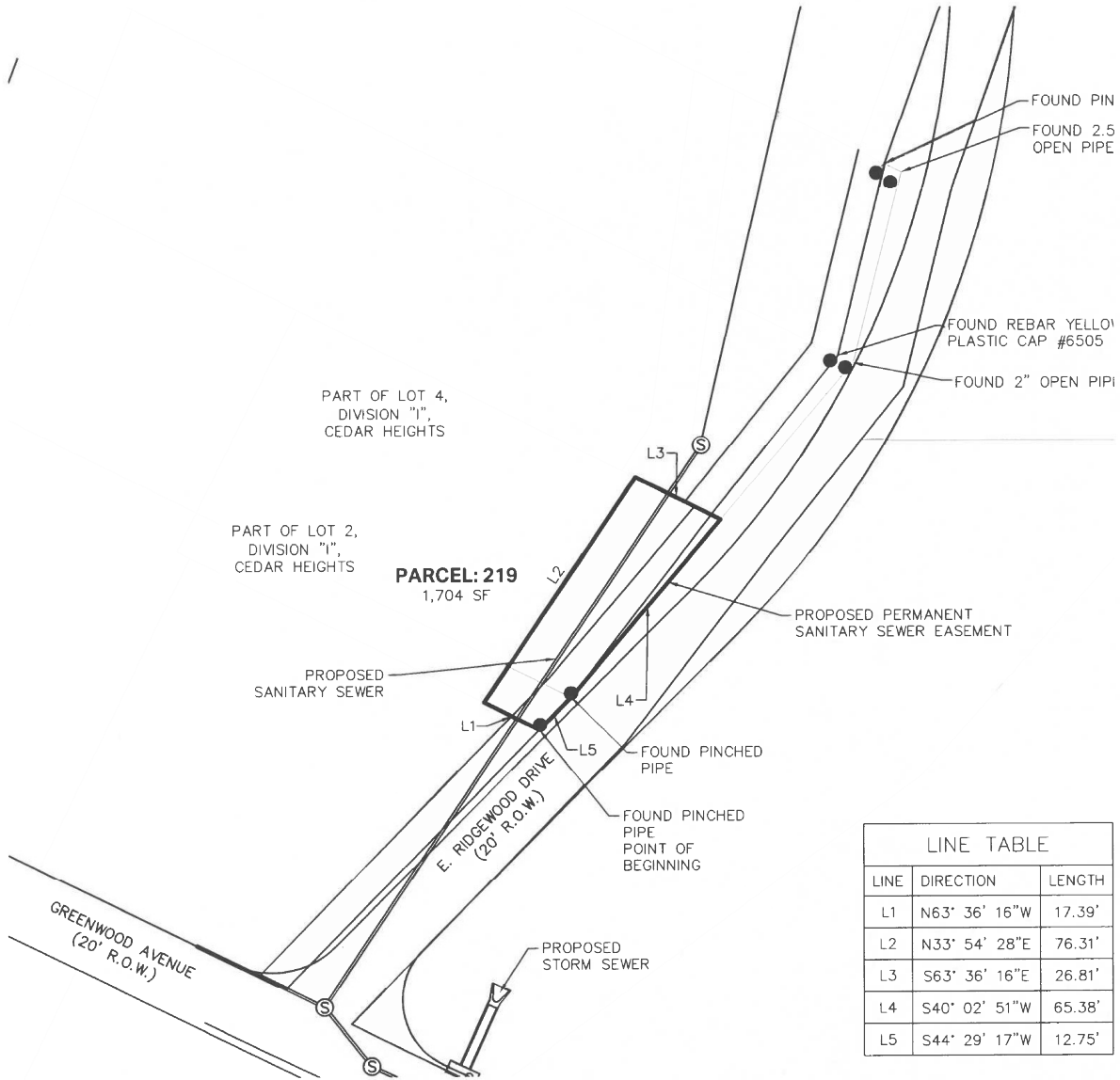
INDEX LEGEND	
LOCATION:	PART OF LOT 2 & LOT 4, CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	JAMES R & LAURINDA K YOUNG
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

**PERMANENT SANITARY SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-09-3271  
CEDAR FALLS, IOWA**

OWNER: JAMES R & LAURINDA K YOUNG      COUNTY PARCEL NO. 8913-18-277-009  
1713 E RIDGEWOOD DR.  
CEDAR FALLS, IOWA

PROJECT PARCEL : 219

NE ¼ OF SECTION: 18    TOWNSHIP: 89    RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N63° 36' 16"W	17.39'
L2	N33° 54' 28"E	76.31'
L3	S63° 36' 16"E	26.81'
L4	S40° 02' 51"W	65.38'
L5	S44° 29' 17"W	12.75'

LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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

AARON L. MUELLER      Date \_\_\_\_\_  
License number 21428  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- S 23°45'25" E 59.58' (59.6') MEASURED DIMENSION
- RECORD DIMENSION

REFERENCE DOCUMENTS  
2015-001812



PERMANENT SANITARY SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: JAMES R. YOUNG & LAURINDA K. YOUNG  
1713 E. RIDGEWOOD DRIVE  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-009

PROJECT PARCEL: 219

DESCRIPTION:

PART OF LOTS 2 AND 4, DIVISION 1\*, OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 44°29'17" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE, 12.75 FEET TO THE SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-001812; THENCE NORTH 63°36'16" WEST ALONG SAID SOUTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-001812, 17.39 FEET; THENCE NORTH 33°54'28" EAST, 76.31 FEET TO THE NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-001812; THENCE SOUTH 63°44'37" EAST ALONG SAID NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-001812, 23.81 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE; THENCE SOUTH 37°27'39" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD DRIVE, 64.79 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT SANITARY SEWER EASEMENT CONTAINS 1,609 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE ALONG SAID LOT 4 BEARING SOUTH 37°27'39" WEST.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

**Property Address: Lot 2 Cedar Heights Division 1  
Parcel Number: 220  
Project Number: RC-092-3271**

**County Tax Parcel No: 891318277010  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2**

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between Jon R. Reese and Carol A. Reese, husband and wife, and James R. Young and Laurinda K. Young, husband and wife, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller’s interests in the following real estate, hereinafter referred to as the “Premises”:

See Attached Acquisition Plat  
See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller’s estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above (“Project”).
- 3. In consideration of Seller’s conveyance of Seller’s interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 4,480.00	on possession and conveyance	60 days after Buyer approval
\$ 4,480.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>127</u> sq. ft.	\$ 665.00
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	<u>324</u> sq. ft.	\$ 130.00
Permanent Easement	<u>1,474</u> sq. ft.	\$3,685.00
Buildings		\$ _____
Other		\$ _____

- 4. Seller grants to the City a Fee Acquisition, Permanent Easement and Temporary Easement as shown on the attached Acquisition Plat, Permanent Easement Plat, and Temporary Easement Plat. Seller also agrees to execute a Warranty Deed, Permanent Easement Agreement, and Temporary Easement

Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

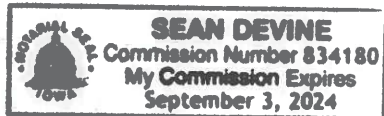
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

X Jon R. Reese 3/5/24  
 Jon R. Reese Date

X Carol A. Reese 2/5/24  
 Carol A. Reese Date

State of Iowa  
 County of Blackhawk



This record was acknowledged before me on the 5 day of February, 2024, by Jon R. Reese and Carol A. Reese

Sean Devine  
 Signature of notarial officer

9-3-2024  
 Commission Expires

SELLER:

X James R. Young 2/6/24  
James R. Young Date

X Laurinda K. Young 2/6/24  
Laurinda K. Young Date

State of Arizona

County of Pima

This record was acknowledged before me on the 6<sup>th</sup> day of February, 2024, by  
James R young & Laurinda K young

[Signature]  
Signature of notarial officer

09/03/25  
Commission Expires  
GREGORY SCOTT  
Notary Public - Arizona  
Pima County  
Commission # 612354  
My Comm. Expires Sep 3, 2025

CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Robert M. Green, Mayor  
Daniel Laudick

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC Jacqueline Dan. elson, MMC  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by ~~Robert M. Green, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.~~  
Daniel Laudick, Mayor, and Jacqueline, MMC, City Clerk.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

INDEX LEGEND	
LOCATION:	PART OF LOT 2, CEDAR HEIGHTS DIVISION "I"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

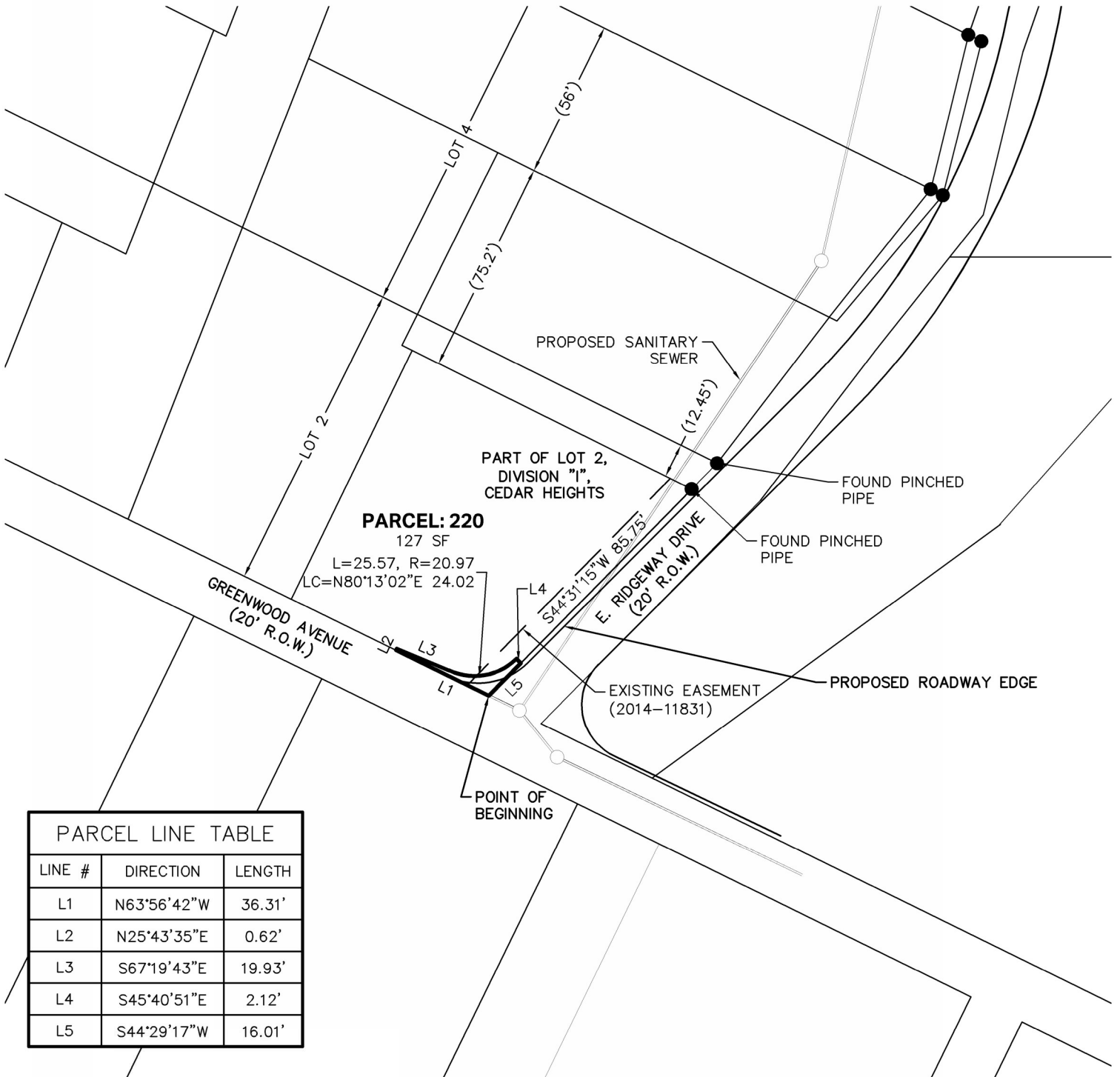
## RIGHT OF WAY ACQUISITION PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271 CEDAR FALLS, IOWA

OWNER: JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE  
1713 E. RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-010

PROJECT PARCEL : 220

NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N63°56'42"W	36.31'
L2	N25°43'35"E	0.62'
L3	S67°19'43"E	19.93'
L4	S45°40'51"E	2.12'
L5	S44°29'17"W	16.01'

LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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

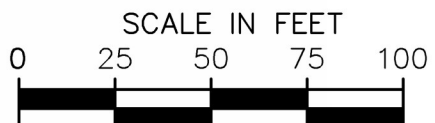
*Aaron L. Mueller*  
**AARON L. MUELLER**  
License number 21428  
Date **MARCH 1, 2024**  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal:  
**SHEET 1 OF 2 & SHEET 2 OF 2**

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 44°31'15" W 85.75'  
(75.2')

REFERENCE DOCUMENTS  
2015-001812



1"=50'





RIGHT OF WAY ACQUISITION PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: JAMES R. YOUNG & LAURINDA K. YOUNG & JON R & CAROL REESE COUNTY PARCEL NO. 8913-18-277-010  
1713 E. RIDGEWOOD DR.  
CEDAR FALLS, IOWA

PROJECT PARCEL: 220

DESCRIPTION:

PART OF LOT 2, DIVISION 1; OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 63°56'42" WEST ALONG THE NORTHERLY  
RIGHT-OF-WAY LINE OF GREENWOOD AVENUE, 36.31 FEET; THENCE NORTH 25°43'35" EAST, 0.62 FEET; THENCE SOUTH  
67°19'43" EAST, 19.93 FEET; THENCE EASTERLY AN ARC LENGTH OF 25.57 FEET ALONG A 20.97 FOOT RADIUS CURVE,  
CONCAVE NORTHERLY, HAVING A LONG CHORD OF NORTH 80°13'02" EAST, 24.02 FEET; THENCE SOUTH 45°40'51" EAST  
2.12 FEET TO THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE; THENCE SOUTH 44°29'17" WEST ALONG SAID  
WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 16.01 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 127 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°56'42"  
WEST.

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## SANITARY SEWER EASEMENT AGREEMENT

Jon R. Reese and Carol A. Reese, husband and wife, and James R. Young and Laurinda K. Young, husband and wife, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements: **Sanitary Sewer.**

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its

employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.





INDEX LEGEND	
LOCATION:	PART OF LOT 2, CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

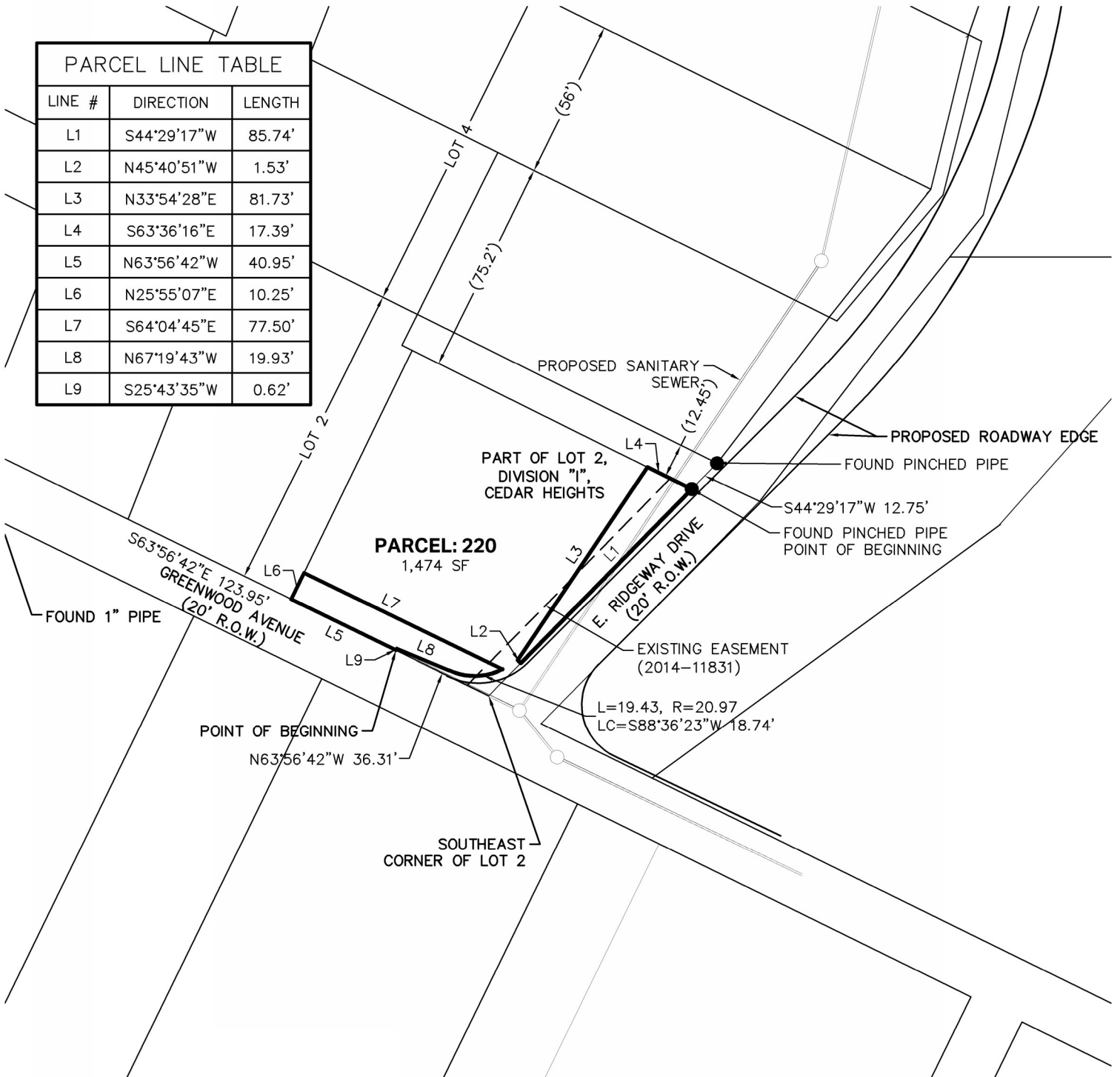
**PERMANENT SANITARY SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE  
1713 E. RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-010

PROJECT PARCEL : 220  
NE ¼ OF SECTION: 18 TOWNSHIP: 89 RANGE: 13

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S44°29'17"W	85.74'
L2	N45°40'51"W	1.53'
L3	N33°54'28"E	81.73'
L4	S63°36'16"E	17.39'
L5	N63°56'42"W	40.95'
L6	N25°55'07"E	10.25'
L7	S64°04'45"E	77.50'
L8	N67°19'43"W	19.93'
L9	S25°43'35"W	0.62'



LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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

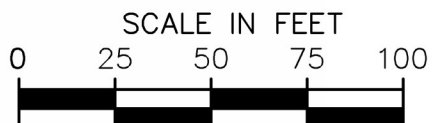
*Aaron L. Mueller* **MARCH 1, 2024**  
AARON L. MUELLER Date  
License number 21428  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 44°29'17" E 85.74'  
(75.2')

REFERENCE DOCUMENTS  
2015-001812



1"=50'



PERMANENT SANITARY SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE  
1713 E. RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-010

PROJECT PARCEL : 220

DESCRIPTION:

PART OF LOT 2, DIVISION 1; OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 44°29'17" WEST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 12.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°29'17" WEST ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 85.74 FEET; THENCE NORTH 45°40'51" WEST, 1.53 FEET; THENCE NORTH 33°54'28" EAST, 81.73 FEET TO THE NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-01812; THENCE SOUTH 63°36'16" EAST ALONG SAID NORTHERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-01812, 17.39 FEET TO THE POINT OF BEGINNING.

AND,

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 63°56'42" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 36.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°56'42" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 40.95 FEET TO THE WESTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-01812; THENCE NORTH 25°55'07" EAST ALONG SAID WESTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-01812, 10.25 FEET; THENCE SOUTH 64°04'45" EAST, 77.50 FEET; THENCE SOUTHWESTERLY AN ARC LENGTH OF 19.43 FEET ALONG A NON-TANGENT 20.97 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A LONG CHORD OF SOUTH 88°36'23" WEST, 18.74 FEET; THENCE NORTH 67°19'43" WEST, 19.93 FEET; THENCE SOUTH 25°43'35" WEST, 0.62 FEET TO THE POINT OF BEGINNING.

THIS SANITARY SEWER PERMANENT EASEMENT CONTAINS 1,474 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°56'42" WEST.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jon R. Reese and Carol A. Reese, husband and wife, and James R. Young and Laurinda K. Young, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement



Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

X Jon R. Reese  
Jon R. Reese

X Carol A. Reese  
Carol A. Reese

State of Iowa )

County of Blackhawk )

This record was acknowledged before me on the 5 day of February,  
2024, by Jon R. Reese and Carol A. Reese, Grantors.



Sean Devine  
Signature of notarial officer

Stamp

[Notary in the State of Iowa]  
Title of Office

[My commission expires: 9-3-2024]

GRANTORS:

X James R. Young  
James R. Young

X Laurinda K. Young  
Laurinda K. Young

State of Arizona )

County of Pima )

This record was acknowledged before me on the 6<sup>th</sup> day of February,  
2024, by James R young & Laurinda K young, Grantors.

Gregory Scott

Signature of notarial officer  
Stamp  
GREGORY SCOTT  
Notary Public - Arizona  
Pima County  
Commission # 612354  
My Comm. Expires Sep 3, 2025

[ U.S. Bank ]  
Title of Office

[My commission expires: 09/03/25]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

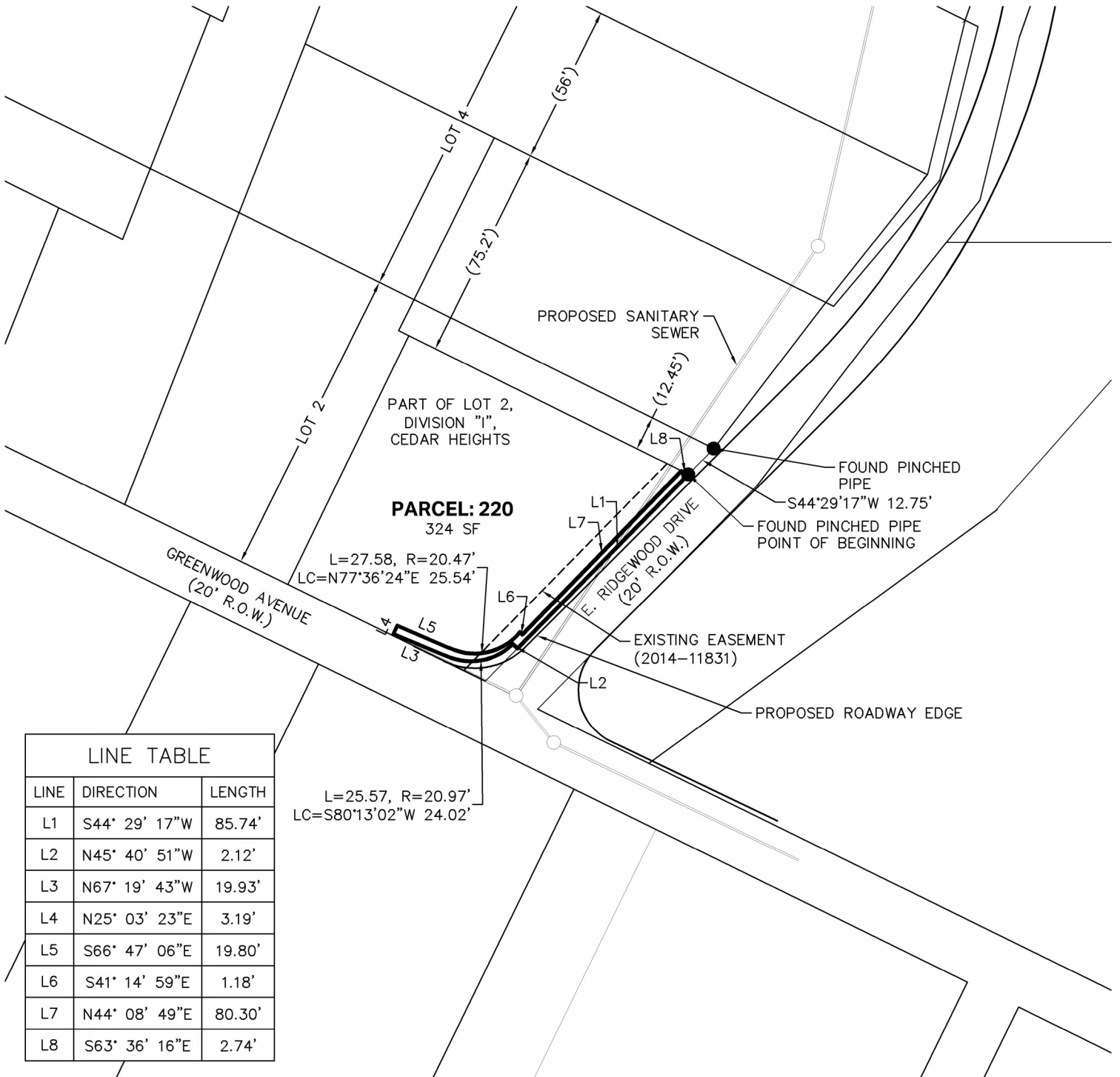
INDEX LEGEND	
LOCATION:	PART OF LOT 2, CEDAR HEIGHTS DIVISION "1"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	JAMES R & LAURINDA YOUNG
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

## TEMPORARY CONSTRUCTION EASEMENT PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271 CEDAR FALLS, IOWA

OWNER: JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE  
1713 E. RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-010

PROJECT PARCEL : 220  
NE 1/4 OF SECTION: 18    TOWNSHIP: 89    RANGE: 13



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S44° 29' 17"W	85.74'
L2	N45° 40' 51"W	2.12'
L3	N67° 19' 43"W	19.93'
L4	N25° 03' 23"E	3.19'
L5	S66° 47' 06"E	19.80'
L6	S41° 14' 59"E	1.18'
L7	N44° 08' 49"E	80.30'
L8	S63° 36' 16"E	2.74'

L=25.57, R=20.97'  
LC=S80°13'02"W 24.02'

LICENSED LAND SURVEYOR  
**AARON L. MUELLER**  
21428  
IOWA

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

*Aaron Mueller*    **MARCH 1, 2024**  
Date

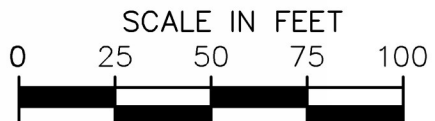
AARON L. MUELLER  
License number 21428  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION
- - - RECORD DIMENSION

S 44°29'17" E 12.75'  
(75.2')

REFERENCE DOCUMENTS  
2015-001812



1"=50'



TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE  
1713 E. RIDGEWOOD DR.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-277-010

PROJECT PARCEL : 220

DESCRIPTION:

PART OF LOT 2, DIVISION 1; OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 44°29'17" WEST ALONG THE WESTERLY  
RIGHT-OF-WAY OF EAST RIDGEWOOD DRIVE, 12.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°29'17" WEST  
ALONG THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 85.74 FEET; THENCE NORTH 45°40'51" WEST, 2.12 FEET;  
THENCE SOUTHWESTERLY AN ARC LENGTH OF 25.57 FEET ALONG A NON-TANGENT 20.97 FOOT RADIUS CURVE,  
CONCAVE NORTHERLY, HAVING A LONG CHORD OF SOUTH 80°13'02" WEST, 24.02 FEET; THENCE NORTH 67°19'43" WEST,  
19.93 FEET; THENCE NORTH 25°03'23" EAST, 3.19 FEET; THENCE SOUTH 66°47'06" EAST, 19.80 FEET; THENCE  
EASTERLY AN ARC LENGTH OF 27.58 FEET ALONG A 20.47 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A  
LONG CHORD OF NORTH 77°36'24" EAST, 25.54 FEET; THENCE SOUTH 41°14'59" EAST, 1.18 FEET; THENCE NORTH  
44°08'49" EAST, 80.30 FEET TO THE NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-01812; THENCE  
SOUTH 63°36'16" EAST ALONG SAID NORTHEASTERLY LINE OF A PROPERTY DESCRIBED IN DOC. #2015-01812, 2.74  
FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY CONSTRUCTION EASEMENT CONTAINS 324 SQUARE FEET.

BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY OF EAST RIDGEWOOD DRIVE BEARING SOUTH 44°29'17" WEST.

**ALLOCATION OF PROCEEDS STATEMENT**

**City of Cedar Falls**

**PROJECT: RC-092-3271**

**Parcel #: 220**

**TRANSACTION TO BE REPORTED TO IRS ON FORM 1099-S TO WHICH OF THE FOLLOWING (PLEASE INDICATE PERCENTAGE):**

<u>Percent:</u>	<u>Owner Name:</u>	<u>Taxpayer ID #:</u>
<u>50%</u>	<u>Carol A. Reese</u>	<u>484-56-9965</u>
<u>          </u>	<u>Jon R. Reese</u>	<u>                          </u>
<u>50%</u>	<u>James R. Young</u>	<u>478-52-3180</u>
<u>          </u>	<u>Laurinda k. Young</u>	<u>                          </u>
<u>          </u>	<u>                          </u>	<u>                          </u>
<u>          </u>	<u>                          </u>	<u>                          </u>
<u>          </u>	<u>                          </u>	<u>                          </u>

**Gross Proceeds**      \$ 4,480.00

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2339 Greenwood Avenue  
Parcel Number: 222  
Project Number: RC-092-3271

County Tax Parcel No: 891318280008  
Project Name: Cedar Heights Area Street  
Reconstruction Phase 2

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_,  
by and between Lind J. Hunemuller, single, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Permanent Easement Plat  
See Attached Temporary Easement Plat

together with all improvements of whatever type situated on the Premises. This acquisition is for public purposes through an exercise of the power of eminent domain.

- 2. If the interest in the Premises conveyed is a fee interest then such conveyance includes all of the Seller's estates, rights, title and interests in the Premises. If the interest in the Premises conveyed is or includes an easement interest then such conveyance is only for the purposes described in the applicable easement agreement. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 795.00	on possession and conveyance	60 days after Buyer approval
\$ 795.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	_____	sq. ft.		\$ _____
Underlying Fee Title	_____	sq. ft.		\$ _____
Temporary Easement	405	sq. ft.		\$165.00
Permanent Easement	251	sq. ft.		\$630.00
Buildings				\$ _____
Other				\$ _____

- 4. Seller grants to the City a Permanent Easement and Temporary Easement as shown on the attached Permanent Easement Plat and Temporary Easement Plat. Seller also agrees to execute a Permanent Easement Agreement and Temporary Easement Agreement as applicable, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the Temporary Easement Agreement.



- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

*Lind J. Hunemuller*      1/3/24  
 Lind J. Hunemuller      Date

X \_\_\_\_\_ Date

By: \_\_\_\_\_

State of IOWA

County of Black Hawk

This record was acknowledged before me on the 3 day of January, 2023, by Lind J. Hunemuller

*Sean Devine*  
 Signature of notarial officer

9/3/2024  
 Commission Expires



CITY OF CEDAR FALLS, IOWA (BUYER)

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

By: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Prepared by/Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

Lind J. Hunemuller, single, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement over, on, under, through, and across the following described real estate:

See Permanent Easement Exhibit and Legal Description Attached (the "Easement Area").

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining City storm sewer infrastructure as well as for the purpose of discharge and drainage from City storm sewer infrastructure through and across the Easement Area into natural waterways and other drainage areas.

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring

to the Easement Area, the property abutting said Easement Area, nor for property damage or damage to any improvements or obstructions thereon. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any claim or demand for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or Grantor's employees, agents or representatives in the use of the Easement Area.

6. Easement Benefit. This Easement shall inure to the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Permanent Easement Runs with Land. This Easement shall be deemed perpetual in term and to run with the land and shall be binding on Grantor and on Grantor's heirs, grantees, transferees, successors and assigns.

8. Approval by City Council. This Easement Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor acknowledges the existing structures, plantings, and fencing remaining inside the Easement Area may remain until such time as use of the Easement Area is needed by the City. Grantor further acknowledges that should removal of existing structures, plantings, and fencing be required in the future that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, or fencing removed from within the Easement area.

10. Warranty. Grantor does hereby covenant that Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that the Easement Area is free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the Easement Area against the claims of all persons whomsoever, except as may be herein stated.

11. Entire Agreement. This agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein. No amendment to this agreement shall be valid unless made in writing and signed by the parties hereto.



INDEX LEGEND	
LOCATION:	PART OF LOT 7 & PART OF LOT 8, CEDAR HEIGHTS DIVISION "F"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	LIND J HUNERMULLER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

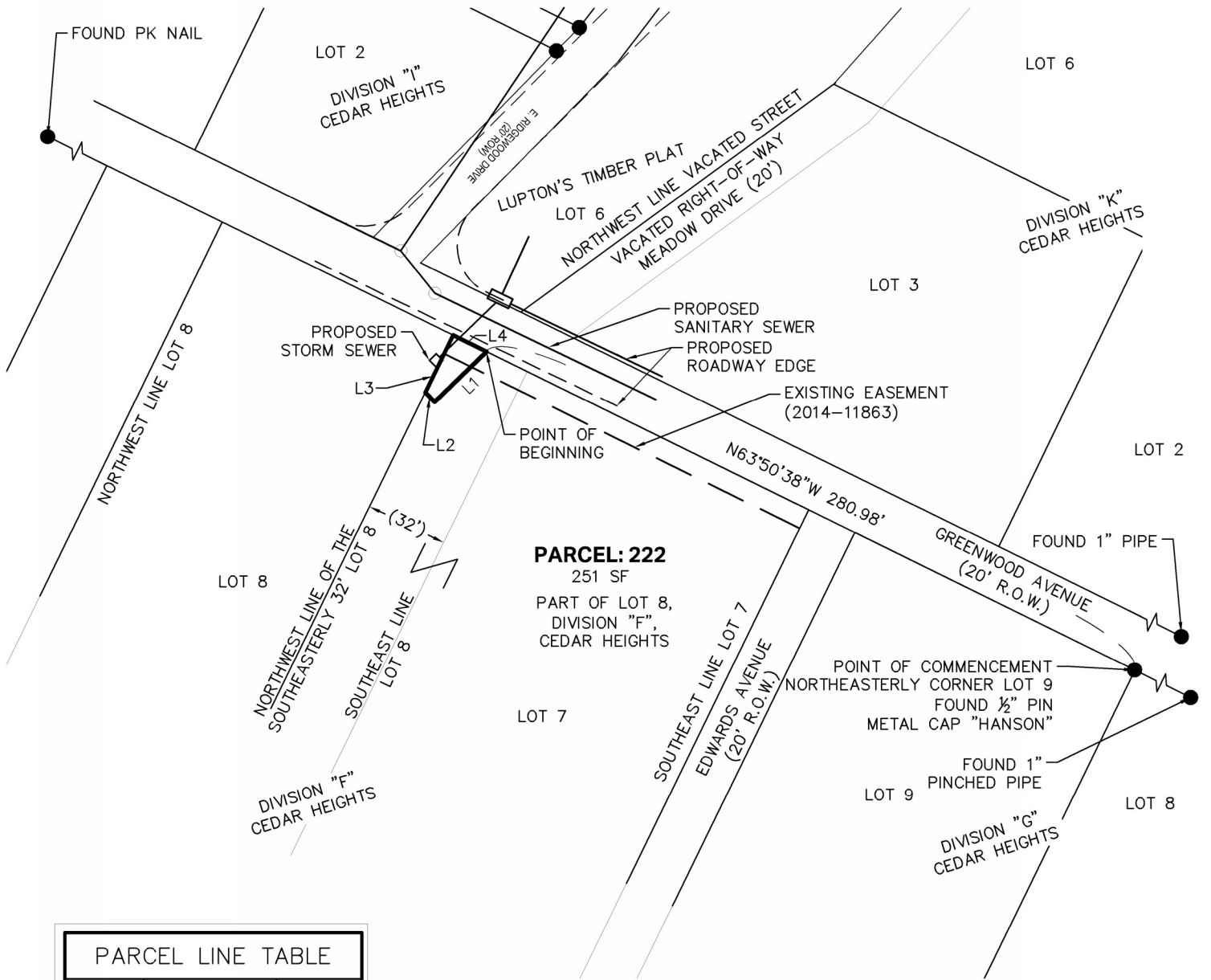
**PERMANENT STORM SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA**

OWNER: LIND J HUNERMULLER  
2339 GREENWOOD AVE.  
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-280-008

PROJECT PARCEL : 222

NE 1/4 OF SECTION: 18    TOWNSHIP: 89    RANGE: 13



PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S45°49'06"W	28.07'
L2	N45°05'23"W	5.17'
L3	N26°01'01"E	24.77'
L4	S63°50'38"E	14.40'



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

*Aaron L. Mueller*    **MARCH 11, 2024**  
Date

License number 21428

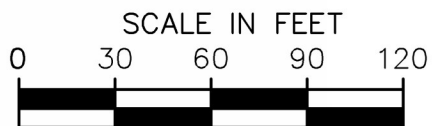
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- N 63°50'38" W 280.98' MEASURED DIMENSION
- (32') RECORD DIMENSION

REFERENCE DOCUMENTS  
2017-013427



PERMANENT STORM SEWER EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: LIND J. HUNEMULLER  
2339 GREENWOOD AVE.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-280-008

PROJECT PARCEL: 222

DESCRIPTION:

PART OF LOT 8, DIVISION "F", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 9, DIVISION "G", CEDAR HEIGHTS, BLACK HAWK COUNTY, IOWA THENCE NORTH 63°50'38" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 280.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°49'06" WEST, 28.07 FEET; THENCE NORTH 45°05'23" WEST, 5.17 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 32 FEET OF SAID LOT 8; THENCE NORTH 26°01'01" EAST ALONG SAID NORTHWESTERLY LINE, 24.77 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF GREENWOOD AVENUE; THENCE SOUTH 63°50'38" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 14.40 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT EASEMENT CONTAINS 251 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°50'38" WEST.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Lind J. Hunemuller, single (“Grantor”), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

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

4. Grantee’s Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a



continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

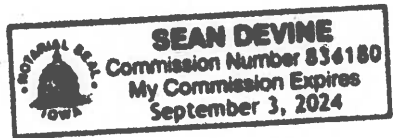
X [Signature]  
Lind J. Hunemuller

X \_\_\_\_\_  
By: \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 3<sup>rd</sup> day of January,  
2024, by Lind J. Hunemuller, Grantors.



[Signature]  
Signature of notarial officer

Stamp

[Notary in ch for the State of Iowa]  
Title of Office

[My commission expires: 9/3/2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

INDEX LEGEND	
LOCATION:	PART OF LOT 7 & PART OF LOT 8, CEDAR HEIGHTS DIVISION "F"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	LIND J HUNERMULLER
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

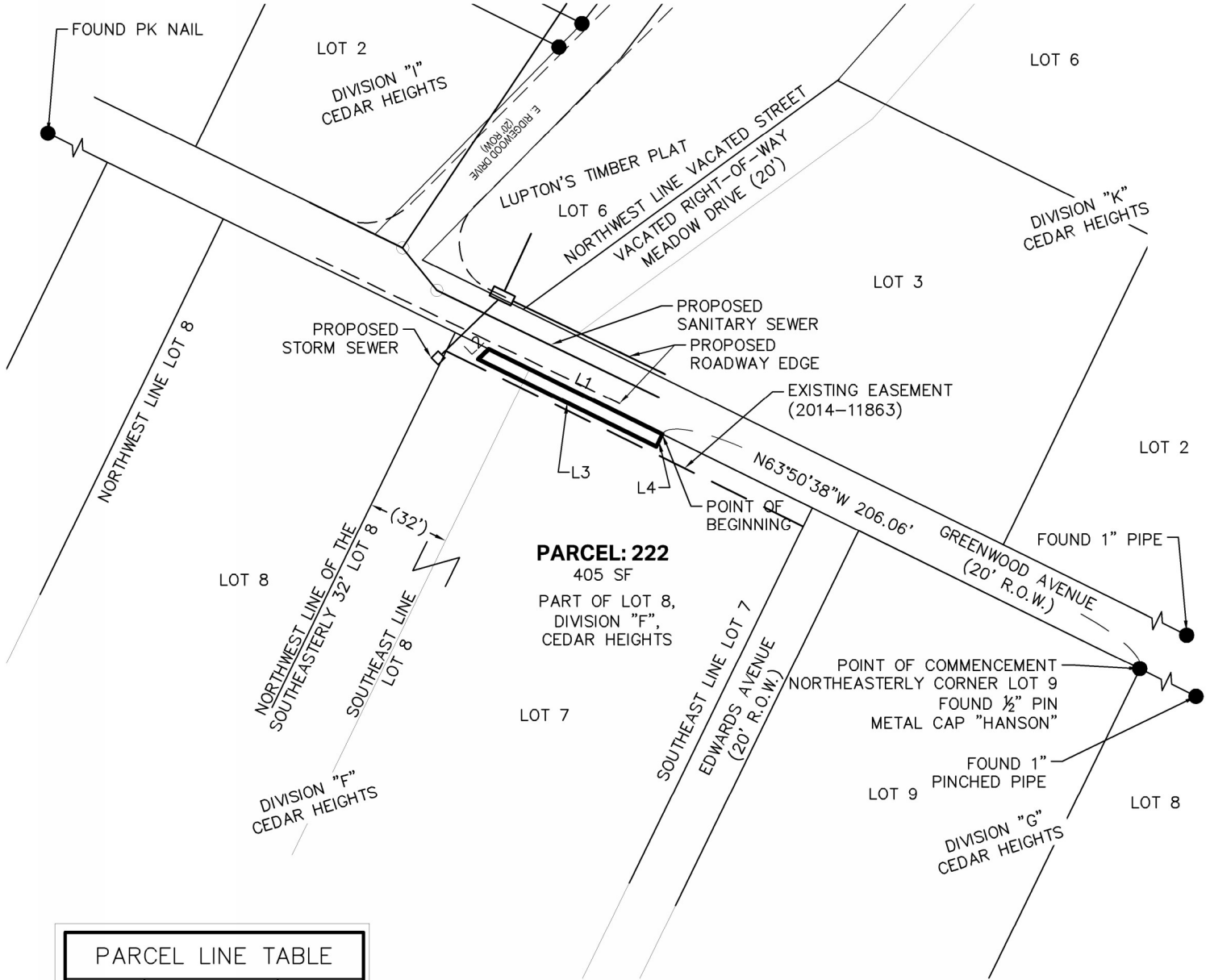
## TEMPORARY CONSTRUCTION EASEMENT PLAT CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271 CEDAR FALLS, IOWA

OWNER: LIND J HUNERMULLER  
2339 GREENWOOD AVE.  
CEDAR FALLS, IOWA


COUNTY PARCEL NO. 8913-18-280-008

PROJECT PARCEL : 222

NE 1/4 OF SECTION: 18    TOWNSHIP: 89    RANGE: 13



LINE #	DIRECTION	LENGTH
L1	N63°50'38"W	74.92'
L2	S45°49'06"W	5.67'
L3	S63°50'39"E	76.88'
L4	N25°34'24"E	5.34'



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

*Aaron L. Mueller*    **MARCH 11, 2024**  
Date

AARON L. MUELLER    License number 21428

My license renewal date is December 31, 2024

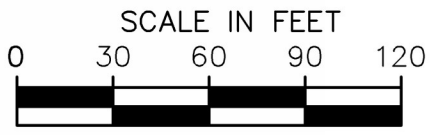
Pages or sheets covered by this seal:  
SHEET 1 OF 2 & SHEET 2 OF 2

**LEGEND:**

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428

N 63°50'38" W 280.98' MEASURED DIMENSION  
(32') RECORD DIMENSION

REFERENCE DOCUMENTS  
2017-013427



TEMPORARY CONSTRUCTION EASEMENT PLAT  
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271  
CEDAR FALLS, IOWA

OWNER: LIND J. HUNEMULLER  
2339 GREENWOOD AVE.  
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-280-008

PROJECT PARCEL: 222

DESCRIPTION:

PART OF LOT 8, DIVISION "F", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 9, DIVISION "G", CEDAR HEIGHTS, BLACK HAWK COUNTY, IOWA THENCE NORTH 63°50'38" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 206.06 FEET TO THE POINT OF BEGINNING; NORTH 63°50'38" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 74.92 FEET; THENCE SOUTH 45°49'06" WEST, 5.17 FEET; THENCE SOUTH 63°50'39" EAST, 76.88 FEET; THENCE NORTH 25°34'24" EAST, 5.34 FEET TO THE POINT OF BEGINNING.

THIS TEMPORARY EASEMENT CONTAINS 405 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°50'38" WEST.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jay T. Lees and Julie C. Lowell, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

X Jay T. Lees  
Jay T. Lees

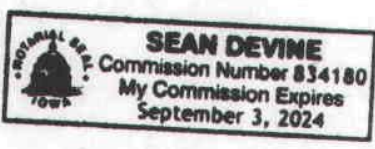
X Julie C. Lowell  
Julie C. Lowell

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 30 day of November,  
2023, by Jay T. Lees and Julie C. Lowell, Grantors.

Sean Devine  
Signature of notarial officer



Stamp

[ State of Iowa ]  
Title of Office

[My commission expires: 9-3-2024]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend	
Location:	Part of Lot 6 in White Oaks Addition in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Jay Lees & Julie Lowell
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

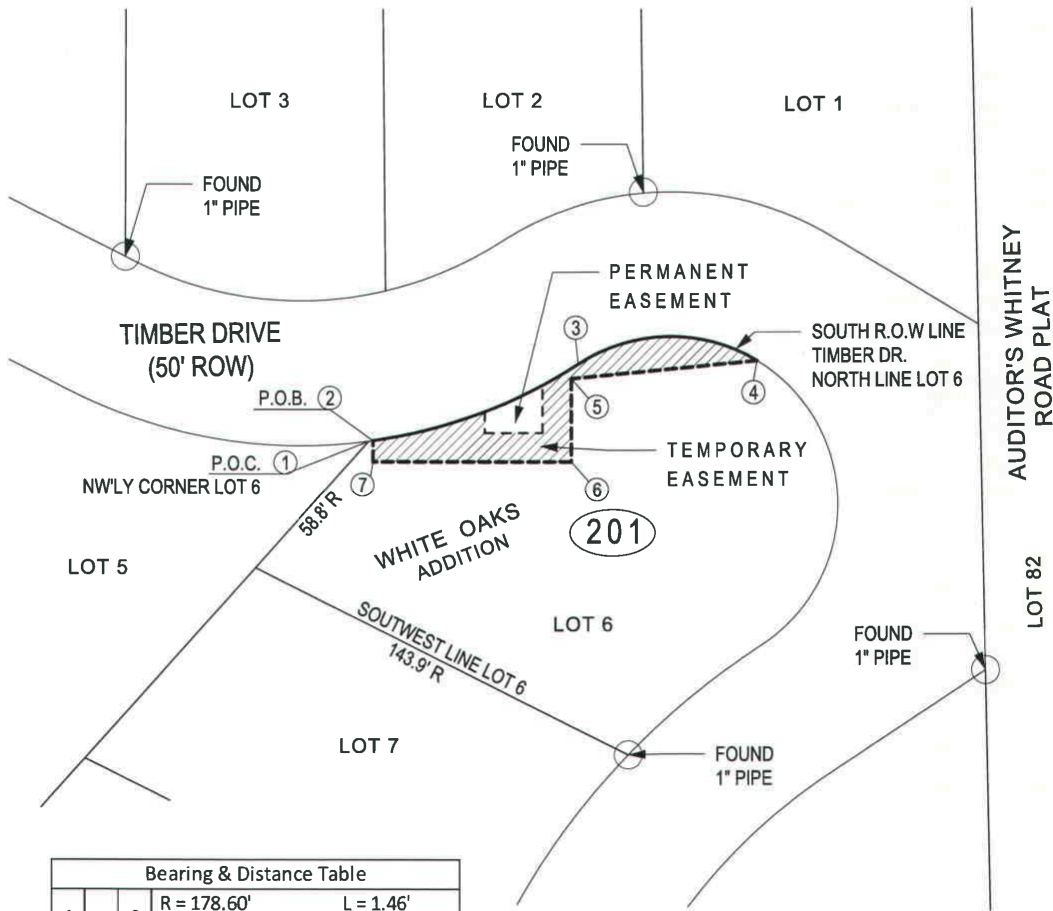
## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 201

OWNER: JAY LEES & JULIE LOWELL  
2015 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1705 SQUARE FEET  
OF WHICH 232 SQUARE FEET IS PERMANENT EASEMENT  
TEMPORARY EASEMENT AREA = 1473 SQUARE FEET

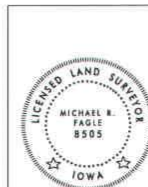
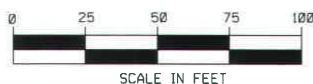


Bearing & Distance Table				
1	to	2	R = 178.60' LC = N 82°11'12" E	L = 1.46' CH L = 1.46'
2	to	3	R = 178.60' LC = N 69°40'31" E	L = 76.54' CH L = 75.95'
3	to	4	R = 58.00' LC = N 88°56'53" E	L = 65.37' CH L = 61.96'
4	to	5	S 84° 34' 10" W	64.68'
5	to	6	S 00° 00' 00" E	28.69'
6	to	7	N 90° 00' 00" W	68.78'
7	to	2	N 00° 00' 00" W	7.29'

○ = PROPERTY CORNER FOUND (AS NOTED)

NOTE: BEARINGS BASED ON THE SOUTHWEST LINE OF LOT 6 BEARING N 63°26'37" W

SHEET 1 OF 2



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

*Michael R. Fagle*  
MICHAEL R. FAGLE Date 9-21-22  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 201

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 201:

A parcel of land situated in Lot 6 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Northwesterly corner of Lot 6 of said White Oaks Addition, thence along a curve concave Northerly and having a 178.60 foot radius and a 1.46 foot long chord bearing North 82°11'12" East, said curve also being the South Right of Way line of Timber Drive, a distance of 1.46 feet to the Point of Beginning; thence continuing along said South Right of Way along a curve concave Northwesterly having a 178.60 foot radius and a 75.95 foot long chord bearing North 69°40'31" East, 76.54 feet; thence continuing along said South Right of Way along a curve concave Southerly having a 58.00 foot radius and 61.96 foot long chord bearing North 88°56'53" East, 65.37 feet; thence South 84°34'10" West, 64.68 feet; thence South 00°0'0" East, 28.69 feet; thence North 90°0'0" West, 68.78 feet; thence North 00°0'0" West, 7.29 feet to the Point of Beginning.

Temporary Easement containing 1705 Square Feet of which 232 Square Feet is Permanent Easement.

Total Area of Temporary Easement is 1473 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by F. Kevin Sanders and Janet G. Sanders, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

X F. Kevin Sanders  
F. Kevin Sanders

X Janet Sanders  
Janet G. Sanders

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 5<sup>th</sup> day of January,  
2024, by F. Kevin + Janet Sanders, husband + wife, Grantors.



Justin J. Walton  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: 5/30/25]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend	
Location:	Part of Lot 1 in White Oaks Addition in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	F.K. and Janet Sanders
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

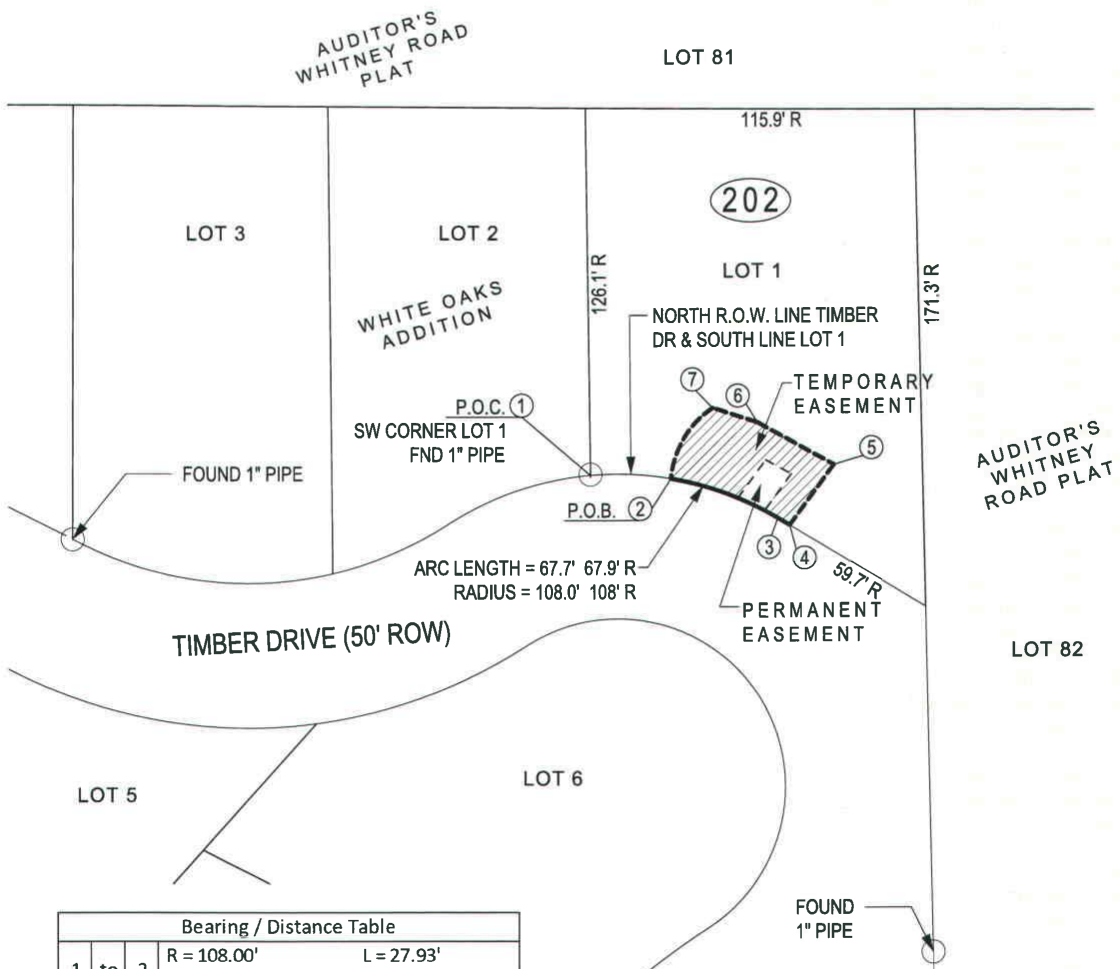
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 202

OWNER: F.K. AND JANET SANDERS  
2524 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1250 SQUARE FEET  
OF WHICH 159 SQUARE FEET IS PERMANENT EASEMENT  
TEMPORARY EASEMENT AREA = 1091 SQUARE FEET

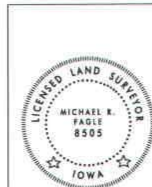
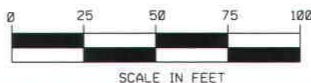


Bearing / Distance Table			
1	to	2	R = 108.00' L = 27.93' LC = S 87°31'48" E CH L = 27.86'
2	to	3	R = 108.00' L = 39.76' LC = S 69°34'29" E CH L = 39.53'
3	to	4	S 59° 00' 41" E 4.73'
4	to	5	N 36° 22' 03" E 25.93'
5	to	6	N 61° 00' 05" W 30.25'
6	to	7	N 72° 05' 04" W 16.28'
7	to	2	R = 33.00' L = 29.28' LC = S 30°52'03" W CH L = 28.33'

○ = PROPERTY CORNER FOUND (AS NOTED)

NOTE: BEARINGS BASED ON THE WEST LINE OF LOT 1 BEARING N 00°40'38" W

SHEET 1 OF 2



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

*Michael R. Fagle* 9-21-2022  
Date  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2



TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 202

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 202:

A parcel of land situated in Lot 1 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Commencing at the Southwest corner of Lot 1 of said White Oaks Addition, thence along a curve concave Southerly having a 108.00 foot radius and a 27.86 foot long chord bearing South 87°31'48" East, said curve also being the North Right of Way line of Timber Drive, 27.93 feet to the Point of Beginning; thence continuing along said North Right of Way along a curve concave Southerly having a 108.00 foot radius and a 39.53 foot long chord bearing South 69°34'29" East, 39.76 feet; thence South 59°00'41" East continuing along said North Right of Way line, 4.73 feet; thence North 36°22'03" East, 25.93 feet; thence North 61°00'05" West, 30.25 feet; thence North 72°05'04" West, 16.28 feet to the beginning of a curve concave Easterly with a 33.00' foot radius and a 28.33 foot long chord bearing South 30°52'03" West; thence along said curve, 29.28 feet to the Point of Beginning.

Temporary Easement contains 1250 Square Feet of which 159 Square Feet is Permanent Easement.

Total area of Temporary Easement is 1091 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Paula M. Goetz, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

X Paula M. Goetz  
Paula M. Goetz

X \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 7<sup>th</sup> day of December,  
2023, by Paula M. Goetz, a single person, Grantors.



Justin J. Walton  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[ My commission expires: 5/30/25 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend	
Location:	Part of Lot 4 in White Oaks Addition in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Paula Goetz
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

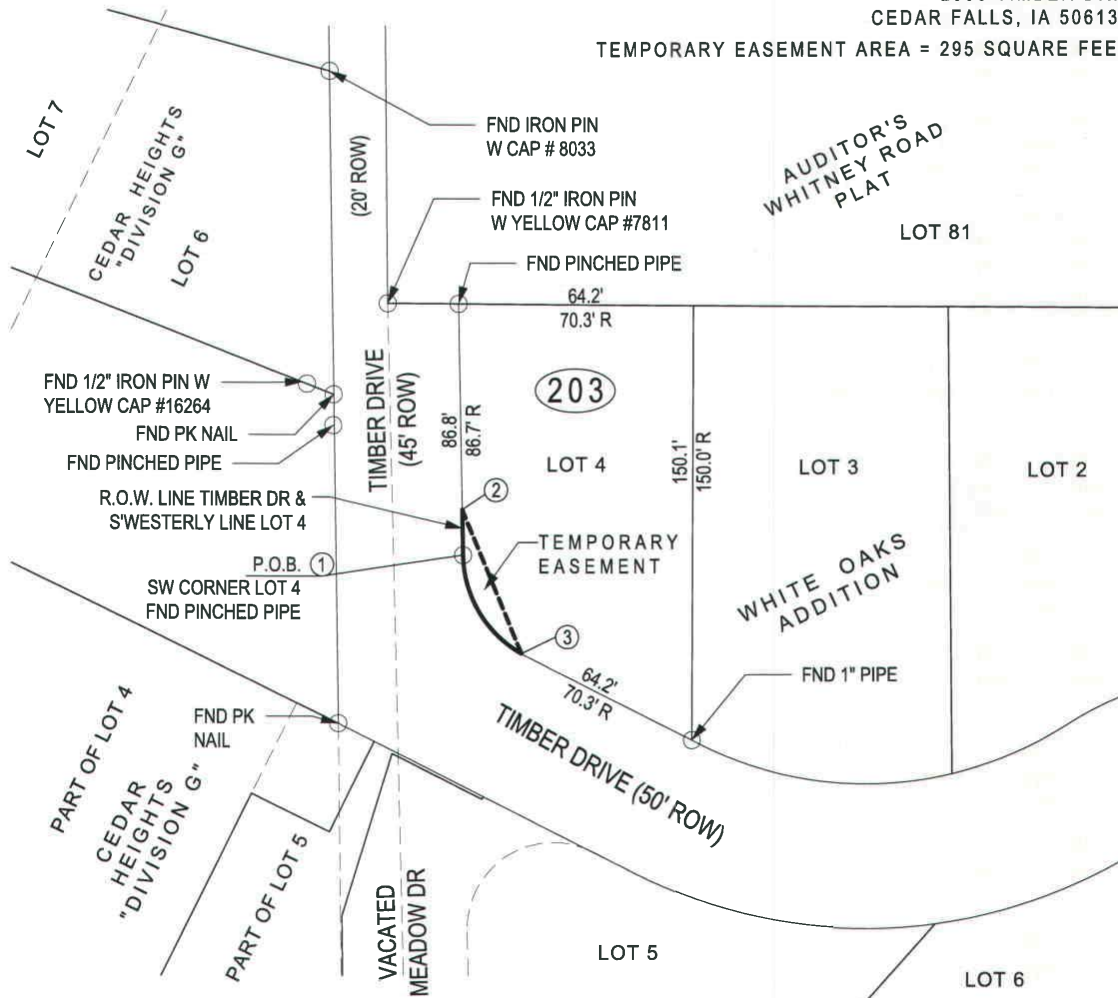
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 203

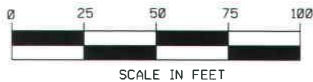
OWNER: PAULA GOETZ  
2506 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT AREA = 295 SQUARE FEET



Bearing / Distance Table			
1	to	2	N 01° 01' 34" W 15.75'
2	to	3	S 22° 23' 47" E 53.84'
3	to	1	R = 39.96' L = 41.43' LC = N 30° 43' 38" W CH L = 39.60'

○ = PROPERTY CORNER FOUND (AS NOTED)  
NOTE: BEARINGS BASED ON THE WEST R.O.W. LINE OF TIMBER DRIVE BEARING N 00° 48' 06" W



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

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022.  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 203

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 203:

A parcel of land situated in Lot 4 of White Oaks Addition in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwest corner of Lot 4 of said White Oaks Addition, thence North 01°01'34" West along the East Right of Way Line of Timber Drive, 15.75 feet; thence South 22°23'47" East, 53.84 feet to the Northeasterly Right of Way Line of Timber Drive, also being the beginning of a curve concave Northeasterly having a 39.96 foot radius and 39.60 foot long chord bearing North 30°43'38" West; thence along said curve, 41.43 feet to the Point of Beginning.

Containing 295 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Anthony R. Patterson and Lisa M.Z. Patterson, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement



Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

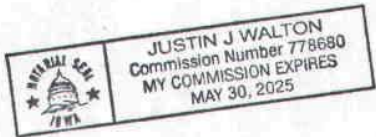
X [Signature]  
Anthony R. Patterson

X [Signature]  
Lisa M.Z. Patterson

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 7<sup>th</sup> day of December,  
2023 by Anthony + Lisa Patterson, husband + wife, Grantors.



[Signature]  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: 5/30/25 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend	
Location:	Part of Lot 6 in Cedar Heights Division G in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Anthony and Lisa Patterson
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

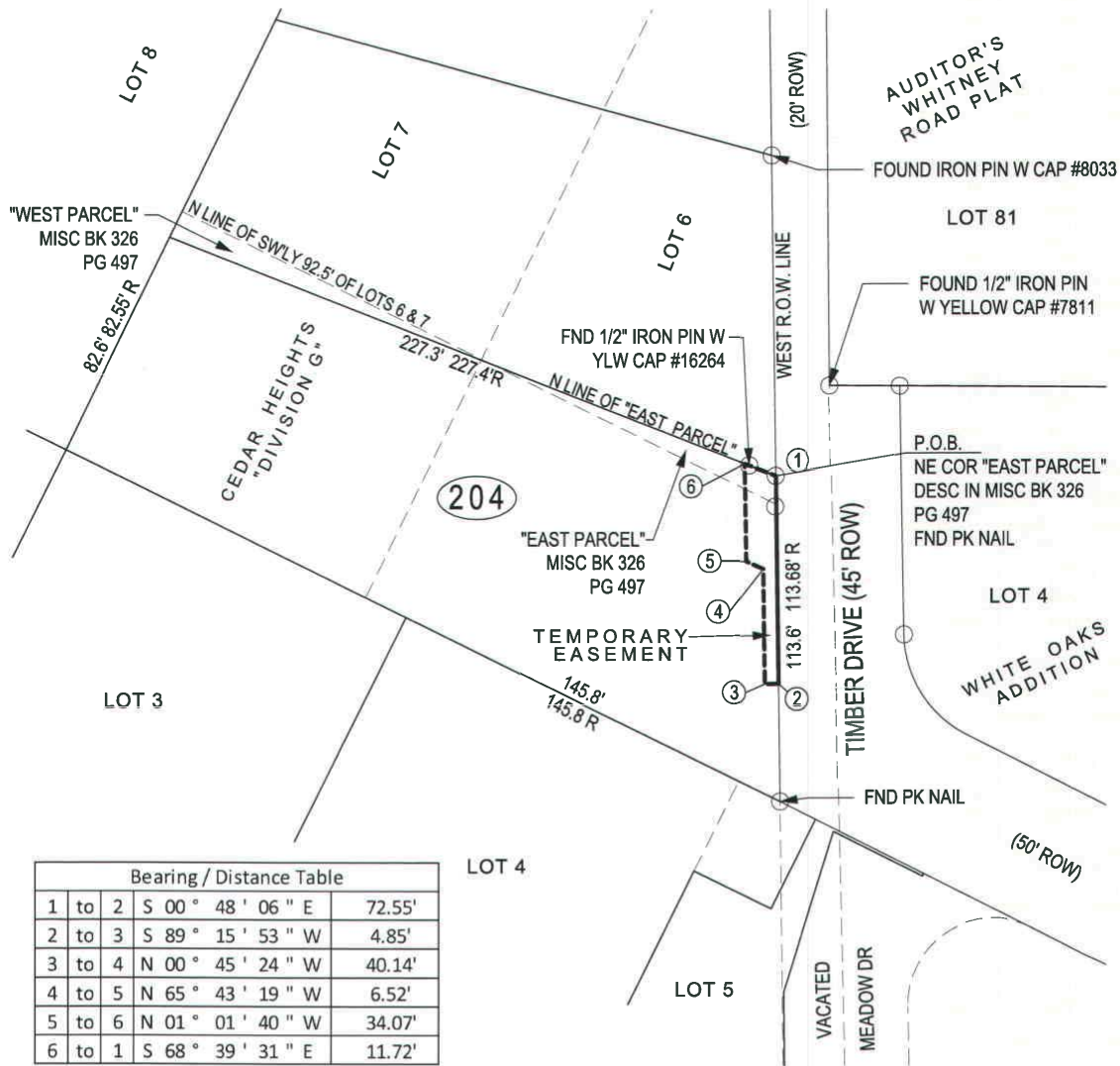
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 204

OWNER: ANTHONY & LISA PATTERSON  
1915 TIMBER DR.  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT AREA = 559 SQUARE FEET

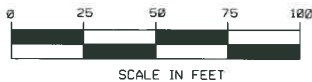


Bearing / Distance Table			
1	to	2	S 00° 48' 06" E 72.55'
2	to	3	S 89° 15' 53" W 4.85'
3	to	4	N 00° 45' 24" W 40.14'
4	to	5	N 65° 43' 19" W 6.52'
5	to	6	N 01° 01' 40" W 34.07'
6	to	1	S 68° 39' 31" E 11.72'

SHEET 1 OF 2

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)

NOTE: BEARINGS BASED ON THE WEST RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 0°48'06" E



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the law of the State of Iowa.

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 204

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 204:

A parcel of land situated in Lot 6 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of a parcel of land referred to as "East Parcel" and described in Misc Bk 326 Pg 497 in the Black Hawk County Recorder's Office; thence South 00°48'06" East along the West Right of Way line of Timber Drive, 72.55 feet; thence South 89°15'53" West, 4.85 feet; thence North 00°45'24" West, 40.14 feet, thence North 65°43'19" West, 6.52 feet; thence North 01°01'40" West, 34.07 feet to the North line of said described "East Parcel"; thence South 68°39'31" East along the North line of said described "East Parcel", 11.72 feet to the Point of Beginning.

Containing 559 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Reginald J. Green and Kathleen M. Green, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

X

Reginald J. Green  
Reginald J. Green

*Reginald J. Green*

X

Kathleen M. Green  
Kathleen M. Green

*Kathleen M. Green*

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 7<sup>th</sup> day of December,  
2023, by Reginald + Kathleen Green, husband + wife, Grantors.



*Justin J. Walton*  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[ My commission expires: 5/30/25 ]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Index Legend	
Location:	Part of Lot 6 in Cedar Heights Division G in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Reginald & Kathleen Green
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

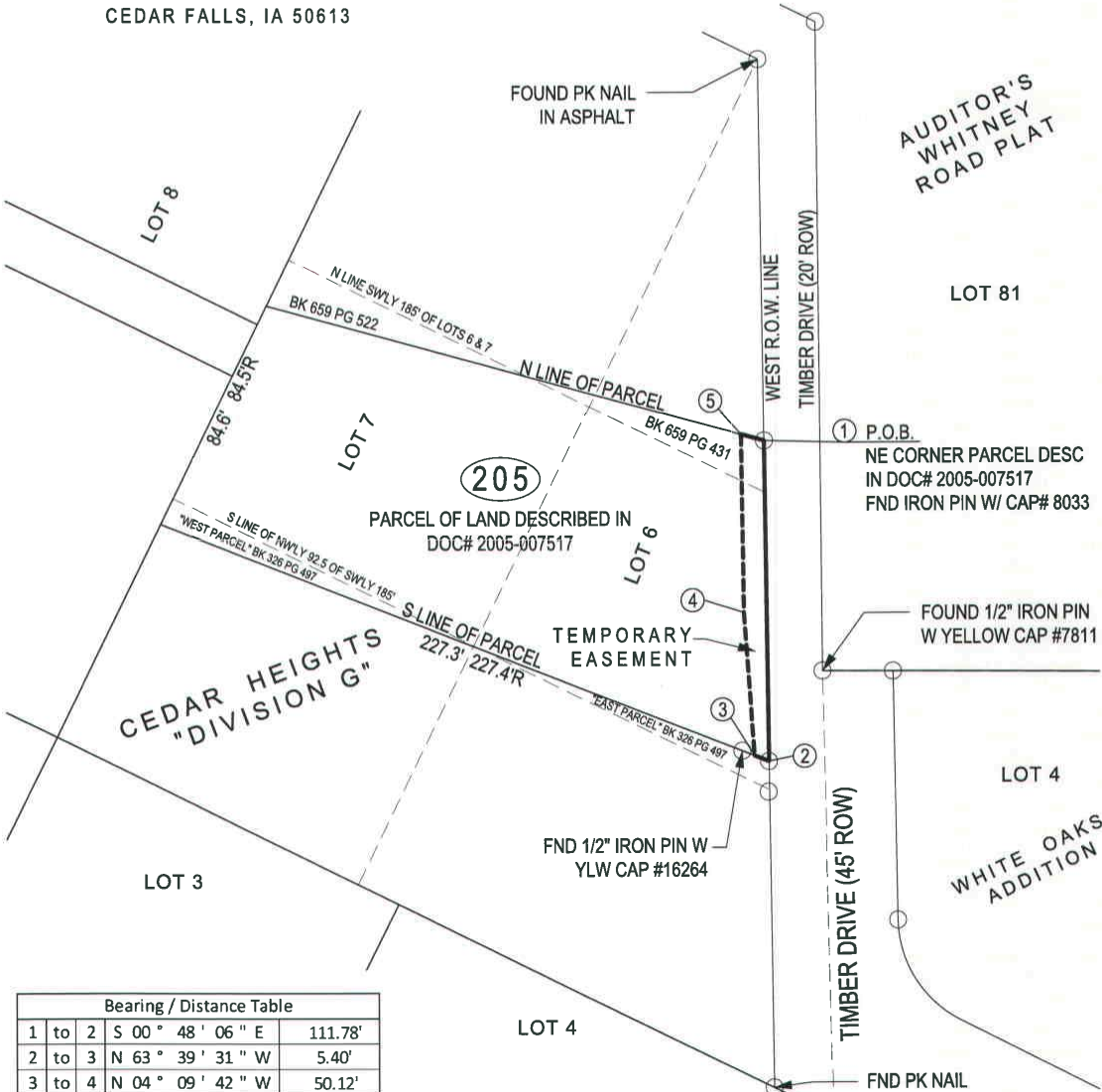
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**

PROJECT PARCEL 205

OWNER: REGINALD & KATHLEEN GREEN  
1911 TIMBER DR.  
CEDAR FALLS, IA 50613

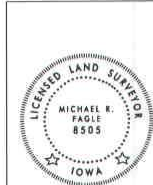
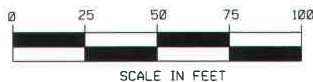
TEMPORARY EASEMENT AREA = 812 SQUARE FEET



Bearing / Distance Table			
1 to 2	S 00° 48' 06" E	111.78'	
2 to 3	N 63° 39' 31" W	5.40'	
3 to 4	N 04° 09' 42" W	50.12'	
4 to 5	N 00° 48' 06" W	62.00'	
5 to 1	S 74° 47' 01" E	8.26'	

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)

NOTE: BEARINGS BASED ON THE WEST LINE OF RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 00°48'06" E



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

Michael R. Fagle *Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

SHEET 1 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 205

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 205:

A parcel of land situated in Lot 6 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of a parcel of land described in Document# 2005-007517 in the Black Hawk County Recorder's Office, thence South 00°48'06" East along the West Right of Way line of Timber Drive, 111.78 feet to the South Line of said described parcel; thence North 63°39'31" West along said South line, 5.40 feet; thence North 04°09'42" West, 50.12 feet, thence North 00°48'06" West, 62.00 feet to the North line of said described parcel; thence South 74°47'01" East along said North line, 8.26 feet to the Point of Beginning.

Containing 812 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of \_\_\_\_\_, 20\_\_\_, by Eric N. Dowell and Karen M. Dowell, husband and wife ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

X E. Dowell  
Eric N. Dowell

X Karen M. Dowell  
Karen M. Dowell

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 7<sup>th</sup> day of December,  
2023, by Eric + Karen Dowell, husband + wife, Grantors.



[Signature]  
Signature of notarial officer

Stamp

[Iowa Notary]  
Title of Office

[My commission expires: 5/30/25]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend	
Location:	Part of Lots 6 & 7 in Cedar Heights Division G in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Eric & Karen Dowell
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

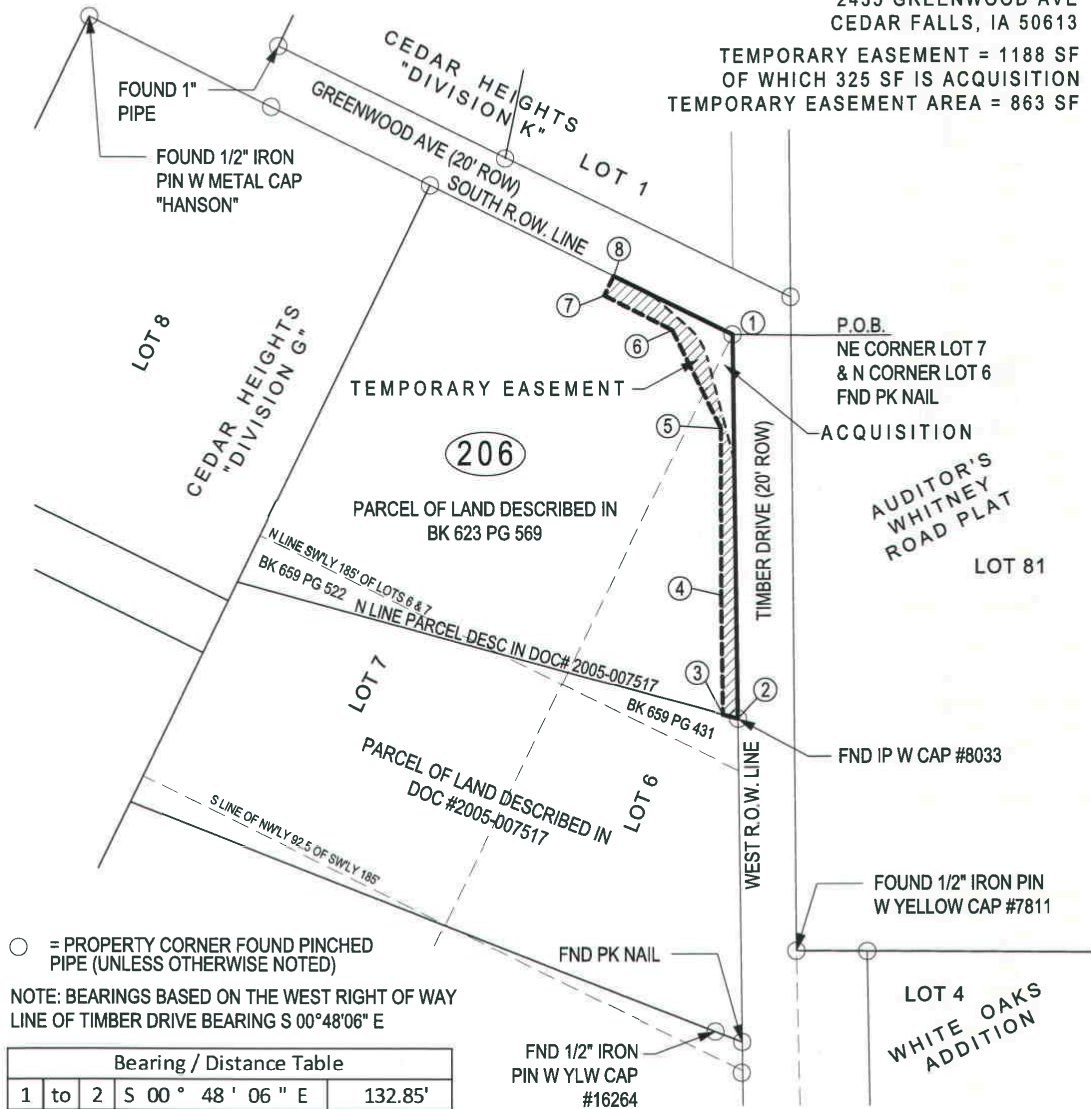
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

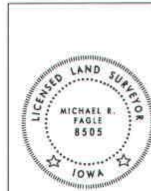
PROJECT PARCEL 206  
OWNER: ERIC & KAREN DOWELL  
2435 GREENWOOD AVE  
CEDAR FALLS, IA 50613

TEMPORARY EASEMENT = 1188 SF  
OF WHICH 325 SF IS ACQUISITION  
TEMPORARY EASEMENT AREA = 863 SF



○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)  
NOTE: BEARINGS BASED ON THE WEST RIGHT OF WAY LINE OF TIMBER DRIVE BEARING S 00°48'06" E

Bearing / Distance Table			
1	to	2	S 00 ° 48 ' 06 " E 132.85'
2	to	3	N 74 ° 47 ' 01 " W 5.38'
3	to	4	N 00 ° 48 ' 06 " W 41.37'
4	to	5	N 00 ° 07 ' 02 " W 57.57'
5	to	6	N 26 ° 20 ' 43 " W 37.99'
6	to	7	N 63 ° 01 ' 14 " W 26.41'
7	to	8	N 25 ° 45 ' 53 " E 7.44'
8	to	1	S 63 ° 50 ' 11 " E 45.89'



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date  
License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

SHEET 1 OF 2



TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 206

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 206:

A parcel of land situated in Lots 6 & 7 of Cedar Heights Division G in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeast corner of Lot 7 of said Cedar Heights Division G, thence South 00°48'06" East along the West Right of Way of Timber Drive, 132.85 feet to the South line of a parcel of land described in BK 623 PG 569 in the Black Hawk County Recorder's Office; thence North 74°47'01" West along said Souht Line, 5.38 feet; thence North 00°48'06" West, 41.37 feet; thence North 00°07'02" West, 57.57 feet; thence North 26°20'43" west, 37.99 feet; thence North 63°01'14 West, 26.41 feet; thence North 25°45'53" East, 7.44 feet to the South Right of Way line of Greenwood Ave; thence South 63°50'11" East along said South Right of Way line, 45.89 feet to the Point of Beginning.

Temporary Easement contains 1188 Square Feet of which 325 Square feet is Acquisition.

Total Area of Temporary Easement is 863 Square Feet.

After recording of the easement please do the following:

- Email a copy to [sean.devine@jcglan.com](mailto:sean.devine@jcglan.com)
- Mail a copy of the document to the following address:
  - Cherrie Northrup  
Planning Administrator  
Black Hawk County Conservation  
1346 W. Airline Hwy  
Waterloo, IA 50703

Thank you!

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Black Hawk County, Iowa for the care and benefit of the Black Hawk County Conservation Board ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

Lots Numbers 77 and 81 in Auditor's Whitney Road Plat in Section No. 17 in Township No. 89 North, in Range No. 13 West of the Fifth Principal Meridian in Black Hawk County, Iowa.

The area of the temporary construction easement is depicted in the attachment attached and incorporated herein by reference as Exhibit A. The legal description of said Temporary Easement is as follows:

A parcel of land situated in Lot 81 of Auditor's Whitney Road Plat in the City of Cedar Falls, County of Black Hawk, State of Iowa.

Beginning at the Southwest corner of Lot 81 of said Auditor's Whitney Road Plat, thence North 00°30'24" West along the East Right of Way of Timber Drive, 245.22 feet; thence South 67°18'03" East, 54.12 feet; thence South 13°26'39" West 40.34 feet; thence South 27°34'20" West, 68.10 feet; thence South 00°30'24" East, 75.90 feet; thence South 01°52'17" West, 48.90 feet to the South line of Lot 81; thence North 89°35'03" West along said South line, 5.94 feet to the Point of Beginning.

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

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

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area within 90 days after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below. Restoration of the Easement Area shall include the selected mix: Iowa SUDAS Native Grass and Forbs (Wildflower) Seeding Mixture. This shall not include any Switchgrass Seed. Following completion of the roadway project, this mix shall be placed in the Easement Area.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

In addition to Grantee's use above, Grantee, its successors and assigns, hereby stipulates, and agrees that trees not referenced herein, bushes, and shrubs within the Easement Area may be removed as needed. However, the two large Oak trees identified and outlined in green on Exhibit B attached and incorporated by reference herein are to remain throughout construction and are not to be altered. For purposes of clarification, the Oak tree depicted with the red X on Exhibit B is allowed to be removed as part of this temporary easement.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or

maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

9. This temporary construction easement agreement replaces and supersedes the previous version dated March 20, 2023 and recorded in Black Hawk County as file # 2023-00013078

GRANTORS:

Black Hawk County, Iowa for the care and benefit of the Black Hawk County Conservation Board

X Mike Hendrickson

X \_\_\_\_\_

By: Mike Hendrickson

By: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 23<sup>rd</sup> day of January, 2024, by Mike Hendrickson, as Executive Director of Black Hawk County Conservation.

Nichole Koelling  
Signature of notarial officer

Stamp



\_\_\_\_\_  
Title of Office

[My commission expires: 10/28/26 ]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

Index Legend	
Location:	Part of Lot 81 in Auditor's Whitney Road Plat Lot 81 in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Black Hawk County Conservation Board
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To:	AECOM, mike.fagle@aecom.com - 319-874-6595

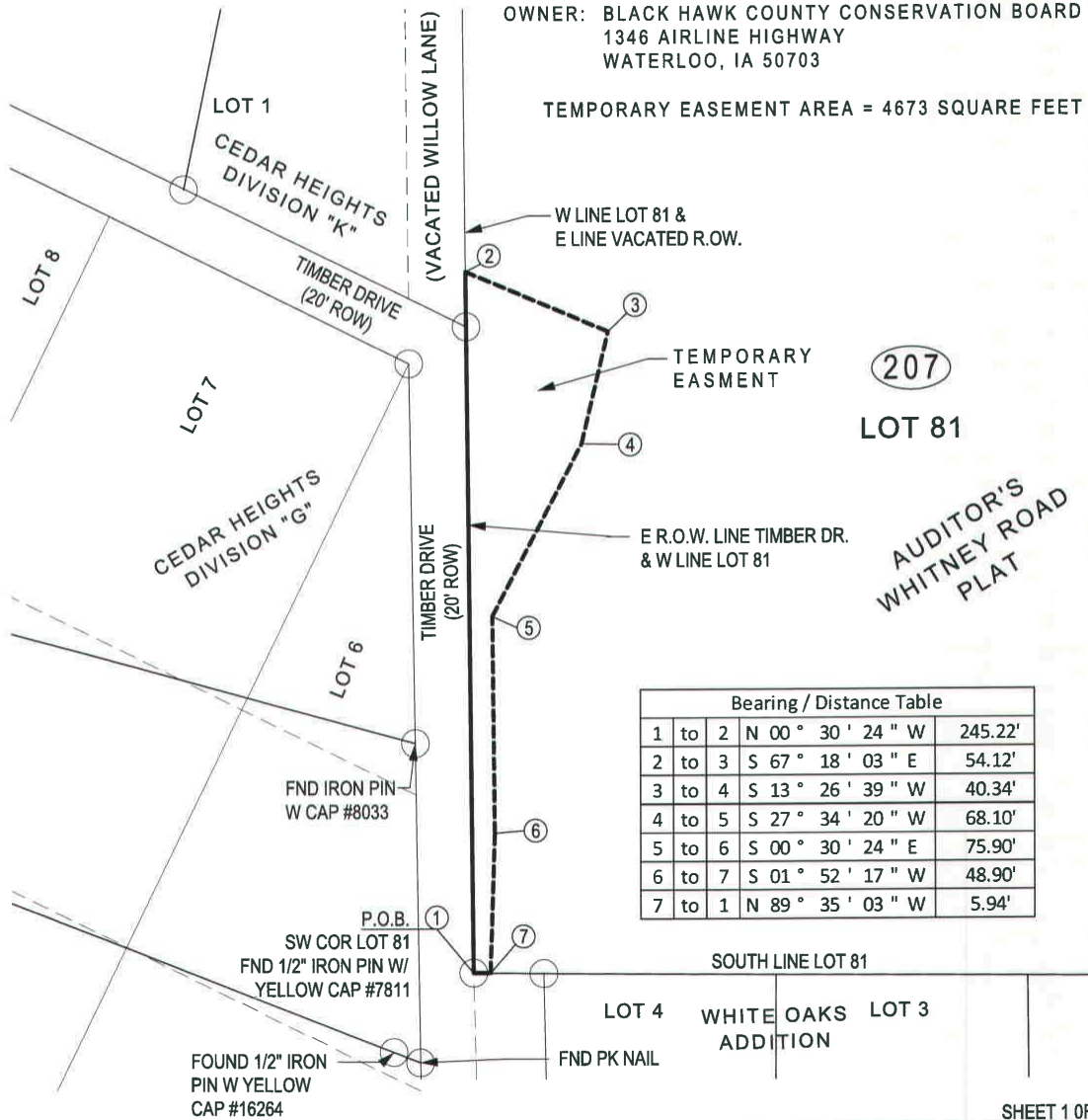
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271**

PROJECT PARCEL 207

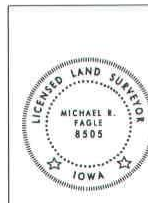
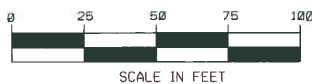
OWNER: BLACK HAWK COUNTY CONSERVATION BOARD  
1346 AIRLINE HIGHWAY  
WATERLOO, IA 50703

TEMPORARY EASEMENT AREA = 4673 SQUARE FEET



○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)

NOTE: BEARINGS BASED ON THE EAST RIGHT OF WAY LINE OF TIMBER DRIVE BEARING N 00°30'24" W



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

*Michael R. Fagle* 9-21-22  
MICHAEL R. FAGLE Date

License number 8505  
My license renewal date is December 31, 2022  
Pages or sheets covered by this seal:  
SHEETS 1 AND 2 OF 2

SHEET 1 OF 2



TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 207

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 207:

A parcel of land situated in Lot 81 of Auditor's Whitney Road Plat in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwest corner of Lot 81 of said Auditor's Whitney Road Plat, thence North 00°30'24" West along the East Right of Way of Timber Drive, 245.22 feet; thence South 67°18'03" East, 54.12 feet; thence South 13°26'39" West, 40.34 feet; thence South 27°34'20" West, 68.10 feet; thence South 00°30'24" East, 75.90 feet; thence South 01°52'17" West, 48.90 feet to the South Line of Lot 81; thence North 89°35'03" West along said South line, 5.94 feet to the Point of Beginning.

Containing 4673 Square Feet.

Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Karla N. Solheim and Angela D. Yancy, a married couple ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

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

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

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

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.

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

GRANTORS:

X Karla N. Solheim  
Karla N. Solheim

X Angela D. Yancy  
Angela D. Yancy

State of Iowa )

County of Black Hawk )

This record was acknowledged before me on the 22 day of December,

2023, by Karla N. Solheim and Angela D. Yancy, Grantors.

Jaden Welch  
Signature of notarial officer

Stamp

[ Iowa Notary ]  
Title of Office

[My commission expires: Sept 29, 2024]



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST

\_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, by Daniel Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

Index Legend	
Location:	Part of Lot 1 & part of vacated Willow Ln in Cedar Heights Division K in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Karla Solheim & Angela Yancy
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

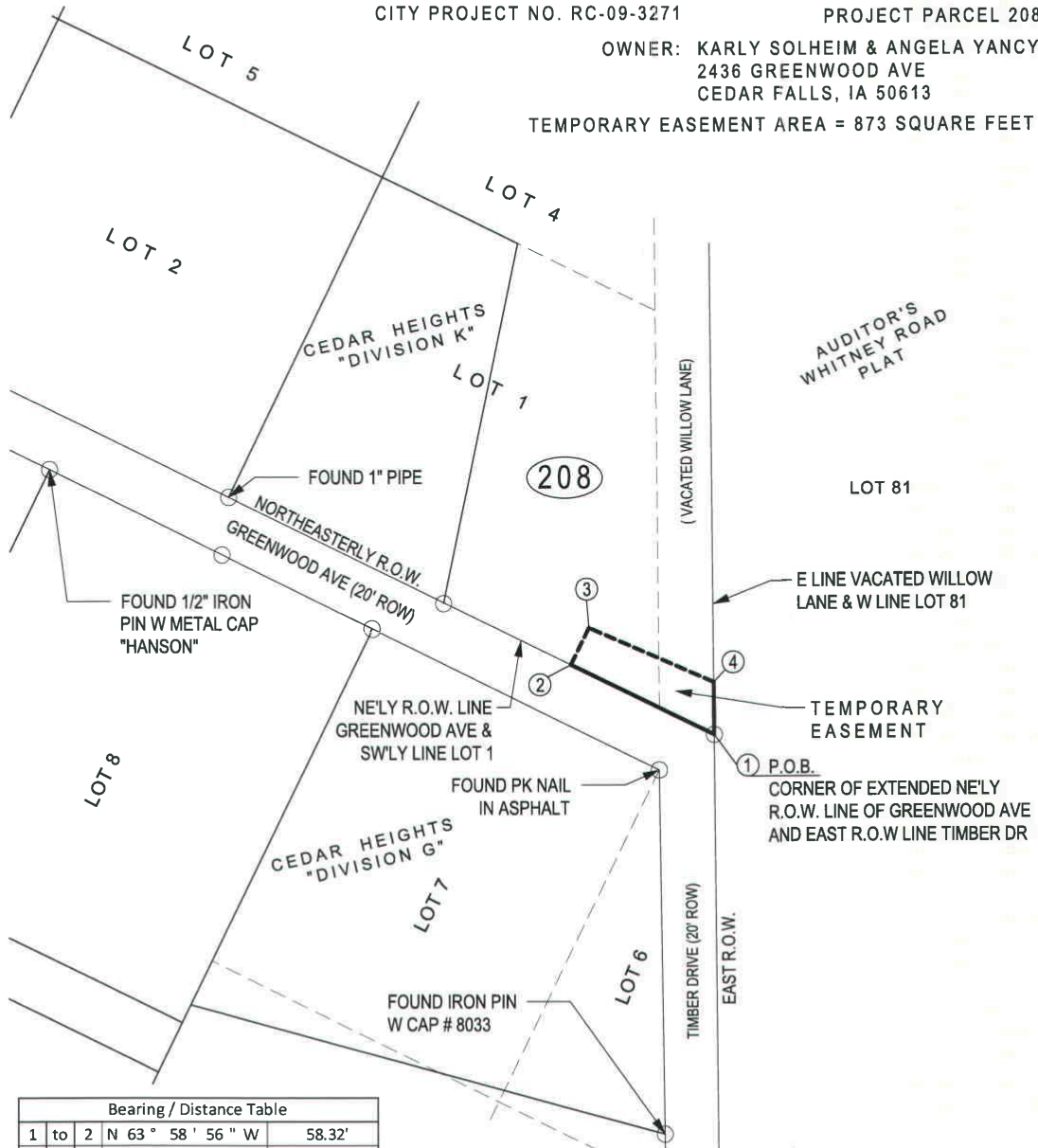
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

**TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA**  
CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

PROJECT PARCEL 208

OWNER: KARLY SOLHEIM & ANGELA YANCY  
2436 GREENWOOD AVE  
CEDAR FALLS, IA 50613

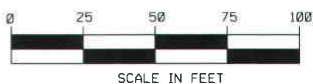
TEMPORARY EASEMENT AREA = 873 SQUARE FEET




1	to	2	N 63° 58' 56" W	58.32'
2	to	3	N 26° 01' 04" E	15.00'
3	to	4	S 66° 26' 39" E	49.81'
4	to	1	S 00° 30' 24" E	19.16'

NOTE: BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF GREENWOOD AVENUE BEARING N 63°58'56" W

○ = PROPERTY CORNER FOUND PINCHED PIPE (UNLESS OTHERWISE NOTED)



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


 9-21-22  
 Date  
 MICHAEL R. FAGLE  
 License number 8505  
 My license renewal date is December 31, 2022  
 Pages or sheets covered by this seal:  
 SHEETS 1 AND 2 OF 2

SHEET 1 OF 2

TEMPORARY EASEMENT  
IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 208

CEDAR HEIGHTS AREA  
RECONSTRUCTION PROJECT  
CEDAR FALLS, IOWA  
CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 208:

A parcel of land situated in part of Lot 1 and part of vacated Willow Lane both in Cedar Heights Division K in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the intersection of the extended Northeasterly Right of Way Line of Greenwood Ave with the East Right of Way line of Timber Drive; thence N 63°58'56" West along said Northeasterly Right of Way line, 58.32 feet; thence North 26°01'04" East, 15.00 feet; thence South 66°26'39" East, 49.81 feet to the East line of vacated Willow Lane; thence South 00°30'24" East along said East line, 19.16 feet to Point of Beginning.

Containing 873 Square Feet.

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Ben Claypool, Principal Engineer, PE, PhD

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Learn & Play Preschool & Daycare LLC, 4710 Cedar Heights Dr, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Learn & Play Preschool & Daycare LLC, 4710 Cedar Heights Dr, Cedar Falls, IA 50613 and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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



Prepared by: Ben Claypool, 220 Clay Street, City of Cedar Falls, Iowa, 319-243-2704

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### **STORM WATER MAINTENANCE AND REPAIR AGREEMENT**

This Agreement is made and entered into by and between Learn & Play Preschool & Daycare LLC, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns. Notwithstanding the foregoing, should the City acquire any part of the Benefitted Property by way of condemnation or otherwise, the City shall not be bound by the terms of this Agreement with respect to the acquired part of the Benefited Property, and shall not be considered a property owner or responsible party for purposes of the City's stormwater control, management, construction, maintenance and repair ordinances.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.



## Exhibit A

### Legal Description

That part of the Northeast Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 13 West of the 5<sup>th</sup> P.M., in the City of Cedar Falls, Black Hawk County, Iowa, bounded as follows: Commencing at a point which is 33 feet East of the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section; thence North along the East line of the highway a distance of 300 feet; thence East parallel with the South line of the Northeast Quarter of the Northwest Quarter of said Section a distance of 435.6 feet; thence South 300 feet to a point on said South Line which is 435.6 feet East of the point of beginning, thence West to the point of beginning, except that part conveyed for street purposes to the City of Cedar Falls, Iowa in 543 LD 589.

## Exhibit B

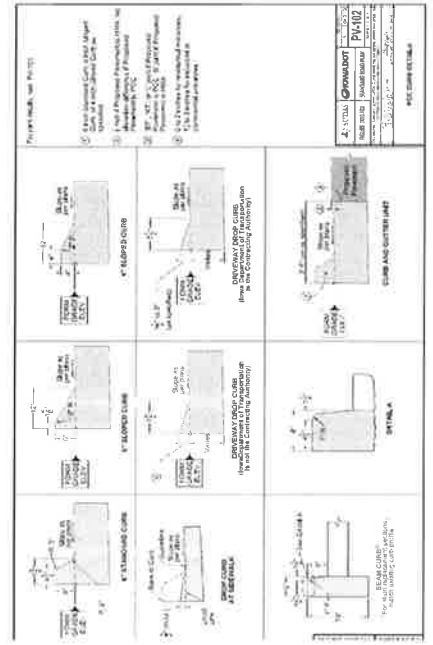
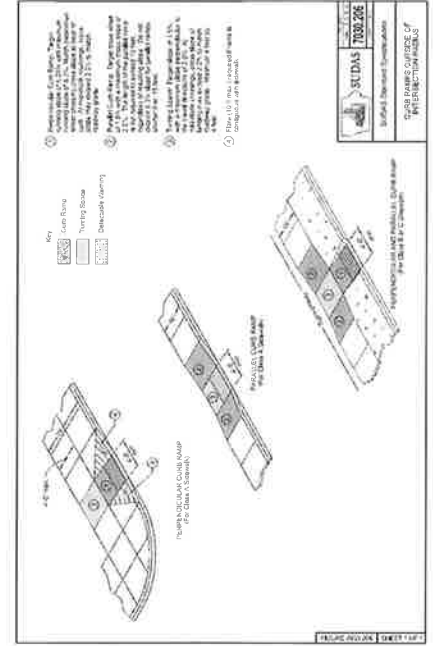
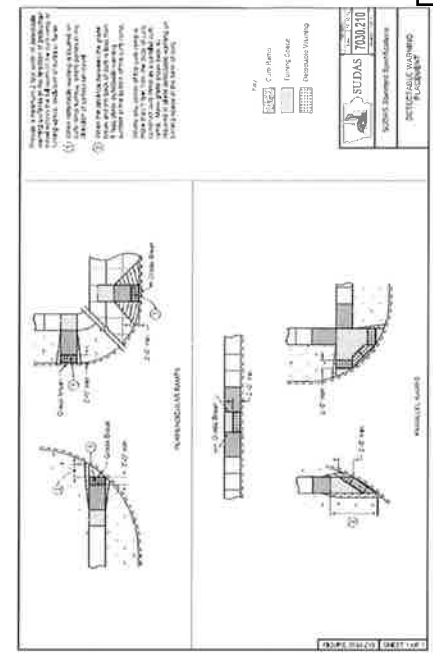
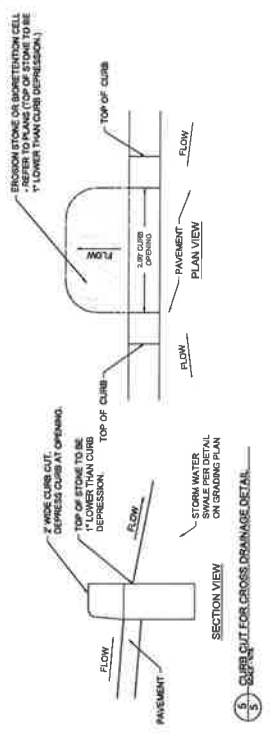
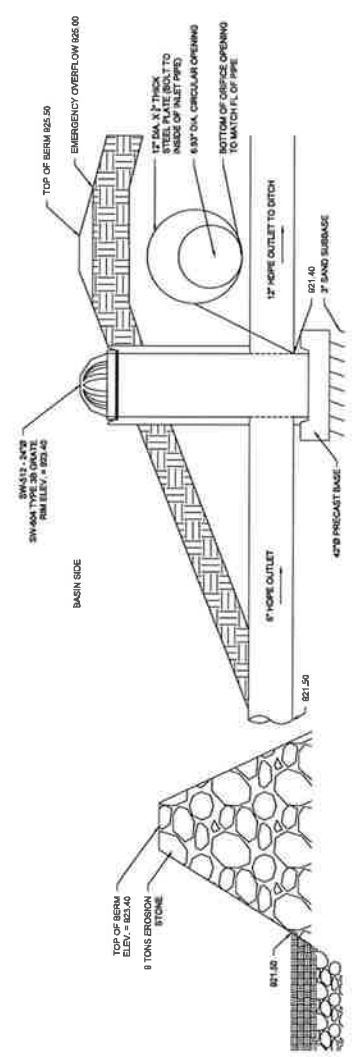
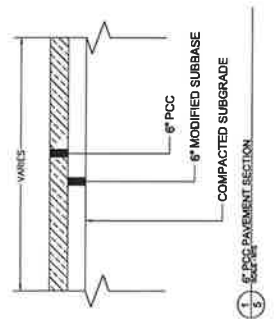
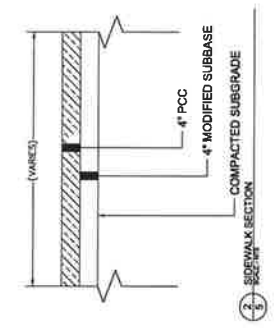
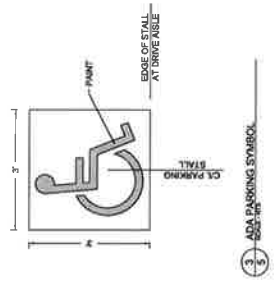
### Stormwater Management Facilities

**(PLAN SHEETS DEPICTING THE SITE'S STORMWATER  
INFRASTRUCTURE/OUTLET DETAILS ARE ATTACHED TO THIS EXHIBIT)**





DATE	2022.10.19
REVISIONS	
NO.	DESCRIPTION
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT
4	ISSUE FOR PERMIT
5	ISSUE FOR PERMIT
6	ISSUE FOR PERMIT
7	ISSUE FOR PERMIT
8	ISSUE FOR PERMIT
9	ISSUE FOR PERMIT



## Exhibit C

## Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The perimeter of the detention basin</i></b>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b><i>The inlet device: pipe or swale</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The forebay</i></b>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<b><i>The main detention area</i></b>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<b><i>The embankment</i></b>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<b><i>The outlet device</i></b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<b><i>The receiving water</i></b>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.



## Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

### Exhibit E

Stormwater Management Inspection/Maintenance Form  
*To be kept on site*

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**OWNER/LEGAL ENTITY:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**INITIAL DATE OF OPERATION:** \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS




**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Benjamin Claypool, Principal Engineer, PhD, EI

**DATE:** April 26, 2024

**SUBJECT:** Orchard Hill Pickleball Court Expansion Project  
 City Project Number: PI-000-3331  
 Bid Opening

On Friday, April 19, 2024 at 2:00 p.m., bids were received and opened for the Orchard Hill Pickleball Court Expansion Project. A total of three (3) bids was received, with Aspro, Inc. the low bidder:

	<i>Base Bid</i>
<b>Engineering Estimate</b>	<b>\$489,469.50</b>
<b>Aspro, Inc.</b>	<b>\$389,994.00</b>
<b>Veith Construction Corporation</b>	<b>\$435,145.30</b>
<b>Peterson Contractors Incorporation</b>	<b>\$477,939.00</b>

The Engineer's Estimate for this project was \$489,469.50. Aspro, Inc. of Waterloo, Iowa submitted the low bid in the amount of \$389,994.00. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Aspro, Inc. in the amount of \$389,994.00. On May 6, 2024, the Contract, Bonds, and Insurance Certificate have also been submitted to City Council for approval.

Xc: Chase Schrage, Public Works Director  
 David Wicke, PE, City Engineer  
 Stephanie Sheetz, Director of Community Development

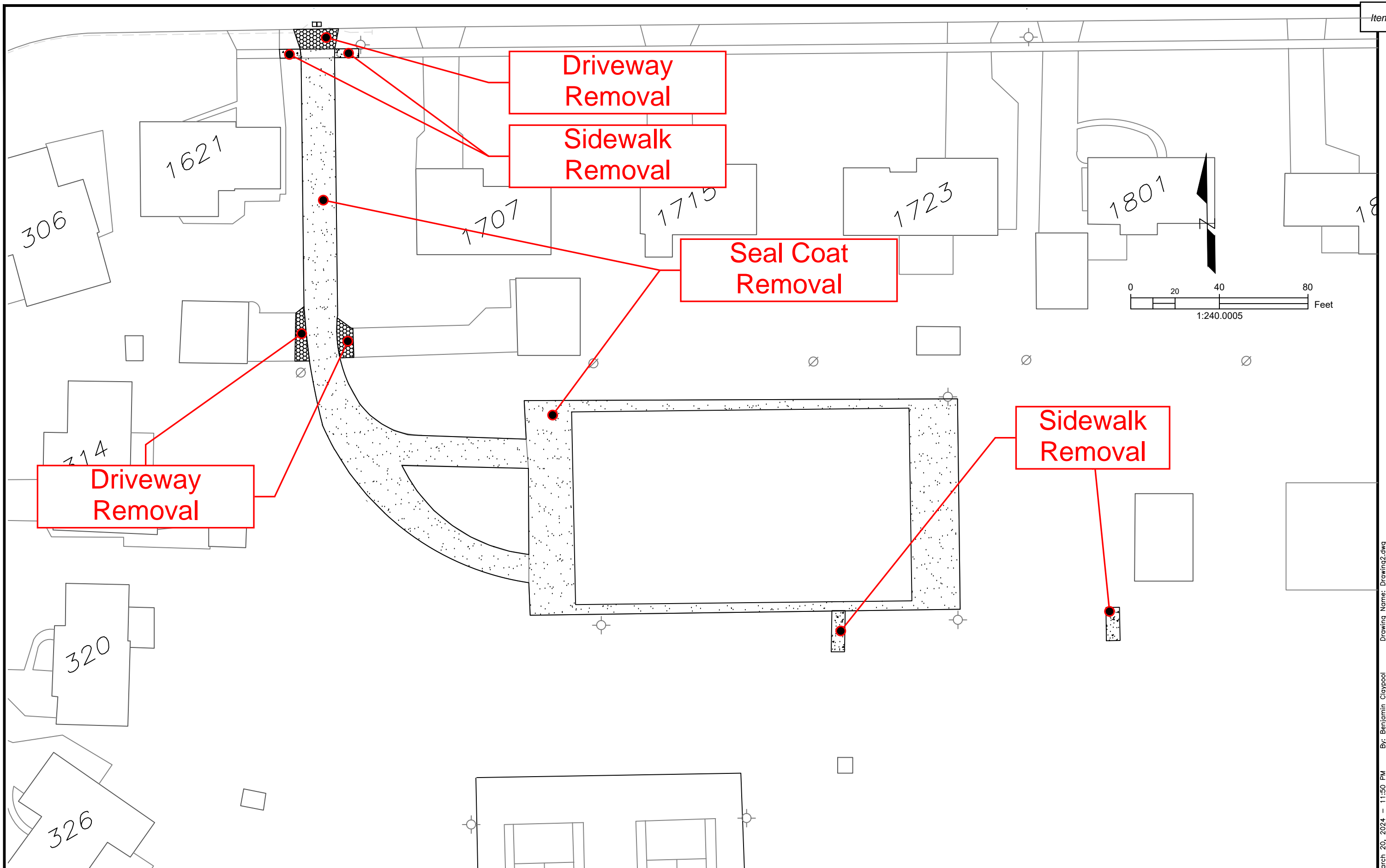
Orchard Hill Pickleball Court Expansion Project (#9049472)

Owner: Cedar Falls IA, City of

Solicitor: Cedar Falls IA, City of

04/19/2024 02:00 PM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Aspro, Inc.		Vieth Const. Corp.		Peterson Contractors Inc	
					Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7
1	2010-108-D-1	ON-SITE TOPSOIL	C.Y.	535	\$15.00	\$8,025.00	\$8.00	\$4,280.00	\$15.00	\$8,025.00	\$10.00	\$5,350.00
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	264	\$20.00	\$5,280.00	\$12.00	\$3,168.00	\$25.00	\$6,600.00	\$20.00	\$5,280.00
3	2010-108-F-0	EXCAVATION, (SITE GRADING), CLASS 10	C.Y.	1400	\$10.00	\$14,000.00	\$5.00	\$7,000.00	\$12.00	\$16,800.00	\$5.00	\$7,000.00
4	2010-108-E-0	EXCAVATION, (BORROW), CLASS 10	C.Y.	540	\$20.00	\$10,800.00	\$14.00	\$7,560.00	\$25.00	\$13,500.00	\$20.00	\$10,800.00
5	2010-108-G-0	SUBGRADE PREPARATION	S.Y.	2800	\$2.00	\$5,600.00	\$1.25	\$3,500.00	\$1.50	\$4,200.00	\$2.00	\$5,600.00
6	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	S.Y.	5262	\$12.00	\$63,144.00	\$8.50	\$44,727.00	\$11.00	\$57,882.00	\$9.25	\$48,673.50
7	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. HDPE (Dual Wall)	L.F.	36	\$65.00	\$2,340.00	\$35.00	\$1,260.00	\$65.55	\$2,359.80	\$60.00	\$2,160.00
8	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN. HDPE (Dual Wall)	L.F.	14	\$12.00	\$168.00	\$15.00	\$210.00	\$55.00	\$770.00	\$45.00	\$630.00
9	6010-108-B-0	INTAKE, SW-512 (BASIN OUTLET)	EACH	1	\$10,000.00	\$10,000.00	\$1,750.00	\$1,750.00	\$4,150.00	\$4,150.00	\$4,250.00	\$4,250.00
10	6010-108-G-0	CONNECTION TO EXISTING MANHOLE OR INTAKE	EACH	1	\$1,500.00	\$1,500.00	\$300.00	\$300.00	\$650.00	\$650.00	\$1,700.00	\$1,700.00
11	7010-XXX-X-X	PCC FLUME & FROST FOOTING	L.S.	1	\$4,520.00	\$4,520.00	\$2,400.00	\$2,400.00	\$6,250.00	\$6,250.00	\$6,500.00	\$6,500.00
12	7010-108-E-0	CURB (STANDARD 6"), PCC 6 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	831	\$30.00	\$24,930.00	\$28.00	\$23,268.00	\$24.00	\$19,944.00	\$30.00	\$24,930.00
13	7010-108-E-0	CURB (SLOPED 4"), PCC 6 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	624	\$30.00	\$18,720.00	\$28.00	\$17,472.00	\$28.00	\$17,472.00	\$35.00	\$21,840.00
14	7020-108-A-0	HMA, (ST), SURF., 1/2", PG58-28S	TONS	570	\$135.00	\$76,950.00	\$134.00	\$76,380.00	\$134.00	\$76,380.00	\$145.00	\$82,650.00
15	7020-108-A-0	HMA, (ST), INTERMEDIATE, 3/4", PG58-28S	TONS	330	\$135.00	\$44,550.00	\$133.00	\$43,890.00	\$133.00	\$43,890.00	\$145.00	\$47,850.00
16	7020-108-A-0	HMA, (ST), BASE., 3/4", PG58-28S	TONS	660	\$135.00	\$89,100.00	\$132.00	\$87,120.00	\$132.00	\$87,120.00	\$145.00	\$95,700.00
17	7020-108-A-0	HMA, (ST), INTERMEDIATE, 3/4", PG58-28S (LEVELING COURSE)	TONS	80	\$135.00	\$10,800.00	\$133.00	\$10,640.00	\$133.00	\$10,640.00	\$140.00	\$11,200.00
18	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	32	\$30.00	\$960.00	\$8.00	\$256.00	\$34.25	\$1,096.00	\$20.00	\$640.00
19	7030-108-A-0	REMOVAL OF DRIVEWAY	S.Y.	35	\$10.00	\$350.00	\$8.00	\$280.00	\$32.00	\$1,120.00	\$30.00	\$1,050.00
20	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	47	\$65.00	\$3,055.00	\$60.00	\$2,820.00	\$77.00	\$3,619.00	\$100.00	\$4,700.00
21	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	10	\$70.00	\$700.00	\$72.00	\$720.00	\$207.00	\$2,070.00	\$210.00	\$2,100.00
22	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	35	\$60.00	\$2,100.00	\$72.00	\$2,520.00	\$111.00	\$3,885.00	\$115.00	\$4,025.00
23	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	26.5	\$85.00	\$2,252.50	\$100.00	\$2,650.00	\$107.00	\$2,835.50	\$105.00	\$2,782.50
24	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EACH	13	\$100.00	\$1,300.00	\$85.00	\$1,105.00	\$91.00	\$1,183.00	\$100.00	\$1,300.00
25	8030-000-0-0	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	5	\$350.00	\$1,750.00	\$225.00	\$1,125.00	\$241.00	\$1,205.00	\$275.00	\$1,375.00
26	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$8,250.00	\$8,250.00	\$1,600.00	\$1,600.00	\$11,000.00	\$11,000.00
27	9010-108-B-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	19100	\$2.00	\$38,200.00	\$0.28	\$5,348.00	\$0.20	\$3,820.00	\$0.90	\$17,190.00
28	9040-108-A-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	L.S.	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,925.00	\$1,925.00	\$10,000.00	\$10,000.00
29	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	800	\$5.00	\$4,000.00	\$2.50	\$2,000.00	\$1.89	\$1,512.00	\$2.50	\$2,000.00
30	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	800	\$5.00	\$4,000.00	\$0.50	\$400.00	\$0.55	\$440.00	\$3.00	\$2,400.00
31	9040-108-E-0	TEMPORARY ROLLED EROSION CONTROL (RECP) (TYPE 2.C)	S.Y.	700	\$4.00	\$2,800.00	\$2.30	\$1,610.00	\$1.60	\$1,120.00	\$1.80	\$1,260.00
32	9040-108-J-0	RIP-RAP, REVETMENT STONE (CLASS E)	TONS	20	\$50.00	\$1,000.00	\$38.00	\$760.00	\$122.00	\$2,440.00	\$65.00	\$1,300.00
33	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	3	\$200.00	\$600.00	\$150.00	\$450.00	\$214.00	\$642.00	\$150.00	\$450.00
34	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	3	\$75.00	\$225.00	\$25.00	\$75.00	\$75.00	\$225.00	\$1.00	\$3.00
35	11020-108-A-0	MOBILIZATION	L.S.	1	\$25,000.00	\$25,000.00	\$21,700.00	\$21,700.00	\$27,500.00	\$27,500.00	\$30,000.00	\$30,000.00
36	11050-108-A-0	CONCRETE WASHOUT	L.S.	1	\$750.00	\$750.00	\$500.00	\$500.00	\$275.00	\$275.00	\$2,250.00	\$2,250.00
					\$489,469.50		\$389,994.00		\$435,145.30		\$477,939.00	



SHEET NO.	1.01				
TOTAL SHEETS	21	NO.	DATE	REVISION	INIT.

Orchard Hill Pickleball Court Expansion  
Project

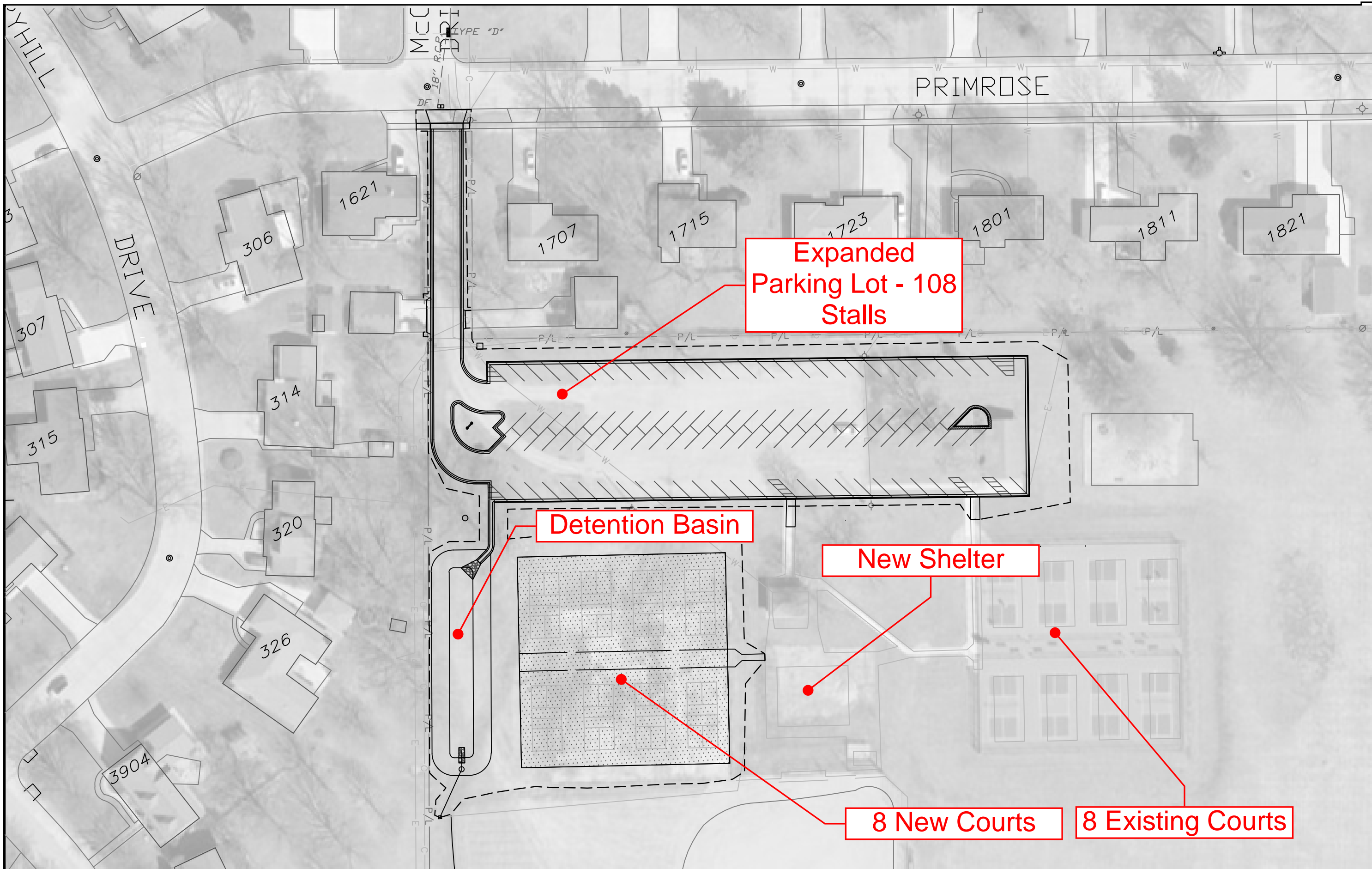
Removals


 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161  
 "OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	PI-000-3331
DRAWN BY:	BSC
CHECKED BY:	DW

SHEET NO.	1.01
TOTAL SHEETS	21

By: Benjamin Claypool  
 Drawing Name: Drawing2.dwg  
 March 20, 2024 - 11:50 PM



SHEET NO.				
TOTAL SHEETS	NO.	DATE	REVISION	INIT.

Orchard Hill Pickleball Court Expansion Project

Proposed Improvements



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	PI-000-3331
DRAWN BY:	BSC
CHECKED BY:	DW

SHEET NO.	
TOTAL SHEETS	663

By: Benjamin Claypool  
Drawing Name: Drawing2.dwg  
March 20, 2024 - 11:50 PM

**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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Benjamin Claypool, Principal Engineer, PhD, PE

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** Orchard Hill Pickleball Court Expansion Project  
Project No. PI-000-3331  
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Aspro, Inc for the construction of the Orchard Hill Pickleball Court Expansion Project.

The Department of Public Works recommends approving and executing the contract with Aspro, Inc. for the construction of the Orchard Hill Pickleball Court Expansion Project. This project involves the removal of a portion of the Orchard Hill Park parking lot and the entire driveway. A larger parking lot consists in part of both a full depth HMA reconstruction and an HMA overlay. Concrete curb and gutter will be added and will channel the collected stormwater into the new detention basin on site. This project will also prepare the asphalt pad for the eight new pickleball courts. Internal sidewalk connections will be established to access the new courts.

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

xc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer  
Stephanie Sheetz, Director of Community Development



### FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and BRAD BLOUGH of ASPRO, 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: ORCHARD HILL PICKLEBALL COURT EXPANSION PROJECT, Project No. PI-000-3331 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 1<sup>st</sup> day of April, 2024, 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. PI-000-3331 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

*Daniel Blumke, V.P.*

\_\_\_\_\_  
Contractor

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Daniel Laudick, Mayor

Attest: \_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

# Performance, Payment and Maintenance Bond

SURETY BOND NO. 2355275

KNOW ALL BY THESE PRESENTS:

That we, Aspro, Inc., as Principal (hereinafter the “Contractor” or “Principal” and Swiss Re Corporate Solutions America Insurance Corporation 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 Three Hundred Eighty Nine Thousand, Nine Hundred Ninety Four and 00/100 (\$ 389,994.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2024, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

### **Orchard Hill Pickleball Court Expansion Project PI-000-3331**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. PI-000-3331

Witness our hands, in quadruplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Surety Countersigned By:

**Not Required**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**PRINCIPAL:**

**Aspro, Inc.**

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**SURETY:**

Swiss Re Corporate Solutions America Insurance Corporation

\_\_\_\_\_  
Surety Company

By:

\_\_\_\_\_  
Signature Attorney-in-Fact Officer & IA Resident Agent

**Anne Crowner, Attorney-in-Fact**

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

**Holmes, Murphy and Associates LLC**

\_\_\_\_\_  
Company Name

**2727 Grand Prairie Parkway**

\_\_\_\_\_  
Company Address

**Waukee, IA 50263**

\_\_\_\_\_  
City, State, Zip Code

**(515) 223-6800**

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

**SWISS RE CORPORATE SOLUTIONS**

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, DIONE R. YOUNG,  
SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD

LUKAS SCHRODER and JAMIE GIFFORD JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By \_\_\_\_\_  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By \_\_\_\_\_  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 2nd day of FEBRUARY, 20 24

State of Illinois  
County of Cook

SS

**Swiss Re Corporate Solutions America Insurance Corporation**  
**Swiss Re Corporate Solutions Premier Insurance Corporation**  
**Westport Insurance Corporation**

On this 2nd day of FEBRUARY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC





POLICY NUMBER: 9D81383

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

**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
CITY OF CEDAR FALLS, CITY HALL 220 CLAY ST, CEDAR FALLS IA 50613	ALL PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

POLICY NUMBER: 9D1383

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF CEDAR FALLS, CITY HALL 220 CLAY ST, CEDAR FALLS IA 50613	ALL PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**FORM OF PROPOSAL  
 ORCHARD HILL PICKLEBALL COURT EXPNASION PROJECT  
 PROJECT NO. PI-000-3331  
 CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
 City of Cedar Falls, Iowa

The undersigned hereby certifies that ASPRO, INC. 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 ORCHARD HILL PICKLEBALL COURT EXPNASION 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 unit prices as submitted with this proposal to QuestCDN.com., to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	ON-SITE TOPSOIL	C.Y.	535
2	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	264
3	EXCAVATION, (SITE GRADING), CLASS 10	C.Y.	1400
4	EXCAVATION, (BORROW), CLASS 10	C.Y.	540
5	SUBGRADE PREPARATION	S.Y.	2800
6	SUBBASE, MODIFIED, 6 IN.	S.Y.	5262
7	STORM SEWER, TRENCHED, 15 IN. HDPE (Dual Wall)	L.F.	36
8	SUBDRAIN, PERFORATED, 6 IN. HDPE (Dual Wall)	L.F.	14
9	INTAKE, SW-512 (BASIN OUTLET)	EACH	1
10	CONNECTION TO EXISTING MANHOLE OR INTAKE	EACH	1
11	PCC FLUME & FROST FOOTING	L.S.	1
12	CURB (STANDARD 6"), PCC 6 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	831
13	CURB (SLOPED 4"), PCC 6 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	624
14	HMA, (ST), SURF., 1/2", PG58-28S	TONS	570
15	HMA, (ST), INTERMEDIATE, 3/4", PG58-28S	TONS	330
16	HMA, (ST), BASE., 3/4", PG58-28S	TONS	660
17	HMA, (ST), INTERMEDIATE, 3/4", PG58-28S (LEVELING COURSE)	TONS	80
18	REMOVAL OF SIDEWALK	S.Y.	32
19	REMOVAL OF DRIVEWAY	S.Y.	35
20	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	47
21	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	10
22	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	35
23	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	26.5
24	PAINTED SYMBOLS AND LEGENDS	EACH	13
25	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	5
26	TEMPORARY TRAFFIC CONTROL	L.S.	1
27	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	19100
28	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	L.S.	1
29	WATTLES, 9IN. STRAW	L.F.	800
30	WATTLES, MAINTENANCE AND REMOVAL	L.F.	800
31	TEMPORARY ROLLED EROSION CONTROL (RECP) (TYPE 2.C)	S.Y.	700
32	RIP-RAP, REVETMENT STONE (CLASS E)	TONS	20
33	INLET PROTECTION DEVICE, INSTALLATION	EACH	3
34	INLET PROTECTION DEVICE, MAINTENANCE	EACH	3
35	MOBILIZATION	L.S.	1
36	CONCRETE WASHOUT	L.S.	1

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-28). 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 entered digitally on the QuestCDN proposal. In addition, the remainder of the Form of Proposal is to be filled in ink. 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 the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of (10% of the construction base bid) in the form of (a bid bond utilizing the City of Cedar Fall's standard form), 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	_____

**TOTAL CONSTRUCTION BASE BID: \$**           \$ 389,994.00          

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  
ASPRO, INC.

  
\_\_\_\_\_

3613 TEXAS ST., PO BOX 2620 WATERLOO, IA  
Official Address 50704

By  
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 Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** West Viking Road Reconstruction and Trail Project  
 City Project Number: RC-362-3212  
 Bid Opening

On Friday, April 19, 2024 at 2:00 p.m. bids were received and opened for the West Viking Road Reconstruction and Trail Project. A total of four (4) bids were received, with Peterson Contractors Inc. the low bidder:

	Base Bid
Engineering Estimate	\$7,848,226.70
Peterson Contractors, Inc.	\$6,237,016.30
Owen Contracting, Inc.	\$6,676,666.21
Pirc-Tobin Construction, Inc.	\$6,677,862.20
Boomerang	\$6,947,705.00

The Engineer's Estimate for this project was \$7,848,226.70. Peterson Contractors Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$6,237,016.30. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Peterson Contractors Inc. in the amount of \$6,237,016.30. The Contract, Bonds, and Insurance Certificate are also submitted for City Council approval.

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

Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Peterson Contractors Inc		Owen Contracting, Inc.		Pirc-Tobin Construction Inc		Boomerang	
					Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
2.01	2010-C	Clearing and Grubbing	LS	1	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00
2.02	2010-D-1	Topsoil, On-site	CY	10814	\$12.00	\$129,768.00	\$4.25	\$45,959.50	\$4.25	\$45,959.50	\$8.00	\$86,512.00	\$8.00	\$86,512.00
2.03	2010-E	Excavation, Class 10	CY	33194	\$10.00	\$331,940.00	\$4.95	\$164,310.30	\$4.95	\$164,310.30	\$7.25	\$240,656.50	\$8.00	\$265,552.00
2.04	2010-G	Subgrade Preparation, 12" Depth	SY	20568	\$3.00	\$61,704.00	\$1.15	\$23,653.20	\$1.15	\$23,653.20	\$1.00	\$20,568.00	\$1.00	\$20,568.00
2.05	2010-I	Subgrade Treatment, Geo Grid	SY	2000	\$6.00	\$12,000.00	\$6.15	\$12,300.00	\$6.15	\$12,300.00	\$3.00	\$6,000.00	\$4.00	\$8,000.00
2.06	2010-J	Subbase, Modified, 6" Depth	SY	2645	\$10.00	\$26,450.00	\$8.65	\$22,879.25	\$8.65	\$22,879.25	\$15.00	\$39,675.00	\$11.00	\$29,095.00
2.07	2010-J	Subbase, Modified, 12" Depth	SY	20342	\$14.00	\$284,788.00	\$16.50	\$335,643.00	\$16.50	\$335,643.00	\$17.75	\$361,070.50	\$19.00	\$386,498.00
2.08	2010-M	Compaction Testing	LS	1	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
3.01	3010-F	Trench Compaction Testing	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	1446	\$120.00	\$173,520.00	\$80.00	\$115,680.00	\$105.00	\$151,830.00	\$55.00	\$79,530.00	\$75.00	\$108,450.00
4.02	4010-E	Sanitary Sewer Service Stub, PVC, 4"	LF	497	\$80.00	\$39,760.00	\$75.50	\$37,523.50	\$100.00	\$49,700.00	\$60.00	\$29,820.00	\$70.00	\$34,790.00
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	4167	\$60.00	\$250,020.00	\$52.00	\$216,684.00	\$52.00	\$216,684.00	\$60.00	\$250,020.00	\$70.00	\$291,690.00
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 18"	LF	2350	\$70.00	\$164,500.00	\$55.00	\$129,250.00	\$55.00	\$129,250.00	\$60.00	\$141,000.00	\$72.00	\$169,200.00
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 24"	LF	1069	\$80.00	\$85,520.00	\$75.00	\$80,175.00	\$75.00	\$80,175.00	\$80.00	\$85,520.00	\$100.00	\$106,900.00
4.06	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	28	\$100.00	\$2,800.00	\$138.00	\$3,864.00	\$138.00	\$3,864.00	\$110.00	\$3,080.00	\$150.00	\$4,200.00
4.07	4020-A-1	Storm Sewer, Trenched, RCP, 36"	LF	351	\$100.00	\$35,100.00	\$133.00	\$46,683.00	\$133.00	\$46,683.00	\$125.00	\$43,875.00	\$155.00	\$54,405.00
4.08	4020-A-1	Storm Sewer, Trenched, RCP, 66"	LF	79	\$400.00	\$31,600.00	\$338.00	\$26,702.00	\$338.00	\$26,702.00	\$335.00	\$26,465.00	\$400.00	\$31,600.00
4.09	4020-D	Removal of Storm Sewer	LF	760	\$25.00	\$19,000.00	\$6.50	\$4,940.00	\$6.50	\$4,940.00	\$15.00	\$11,400.00	\$25.00	\$19,000.00
4.1	4020-999-A	Storm Sewer, Bend, 30 Degrees	EA	2	\$2,000.00	\$4,000.00	\$3,250.00	\$6,500.00	\$3,250.00	\$6,500.00	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
4.11	4030-B, C, D	Pipe Apron, Guard, and Footing, 15"	EA	3	\$3,000.00	\$9,000.00	\$2,050.00	\$6,150.00	\$2,050.00	\$6,150.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00
4.12	4030-B, C, D	Pipe Apron, Guard, and Footing, 18"	EA	6	\$3,500.00	\$21,000.00	\$2,250.00	\$13,500.00	\$2,250.00	\$13,500.00	\$3,250.00	\$19,500.00	\$3,200.00	\$19,200.00
4.13	4030-B, C, D	Pipe Apron, Guard, and Footing, 24"	EA	4	\$4,000.00	\$16,000.00	\$2,850.00	\$11,400.00	\$2,850.00	\$11,400.00	\$3,850.00	\$15,400.00	\$3,700.00	\$14,800.00
4.14	4030-B, C, D	Pipe Apron, Guard, and Footing, 30"	EA	2	\$4,500.00	\$9,000.00	\$3,550.00	\$7,100.00	\$3,550.00	\$7,100.00	\$4,500.00	\$9,000.00	\$4,000.00	\$8,000.00
4.15	4030-B, C, D	Pipe Apron, Guard, and Footing, 36"	EA	2	\$5,000.00	\$10,000.00	\$4,500.00	\$9,000.00	\$4,500.00	\$9,000.00	\$5,550.00	\$11,100.00	\$5,000.00	\$10,000.00
4.16	4030-B, C, D	Pipe Apron, Guard, and Footing, 66"	EA	2	\$8,000.00	\$16,000.00	\$9,350.00	\$18,700.00	\$9,350.00	\$18,700.00	\$10,000.00	\$20,000.00	\$9,000.00	\$18,000.00
4.17	4040-A	Subdrain, HDPE, 6"	LF	9373	\$16.00	\$149,968.00	\$9.25	\$86,700.25	\$7.25	\$67,954.25	\$12.85	\$120,443.05	\$17.00	\$159,341.00
4.18	4040-C-1	Subdrain Cleanout, PVC, 6", Type B	EA	7	\$1,000.00	\$7,000.00	\$650.00	\$4,550.00	\$650.00	\$4,550.00	\$1,800.00	\$12,600.00	\$1,000.00	\$7,000.00
4.19	4040-D-1	Subdrain Connect to Structure	EA	117	\$250.00	\$29,250.00	\$300.00	\$35,100.00	\$300.00	\$35,100.00	\$300.00	\$35,100.00	\$300.00	\$35,100.00
4.2	4040-D-1	Subdrain Outlet to Ditch	EA	2	\$500.00	\$1,000.00	\$400.00	\$800.00	\$400.00	\$800.00	\$375.00	\$750.00	\$600.00	\$1,200.00
4.21	4040-E	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	400	\$25.00	\$10,000.00	\$16.00	\$6,400.00	\$16.00	\$6,400.00	\$20.00	\$8,000.00	\$35.00	\$14,000.00
4.22	4040-999-A	Subdrain Connection, Field Tile	LF	200	\$25.00	\$5,000.00	\$12.00	\$2,400.00	\$12.00	\$2,400.00	\$25.00	\$5,000.00	\$20.00	\$4,000.00
4.23	4040-999-B	Subdrain Outlet, Connect Existing Subdrain to Structure	EA	26	\$400.00	\$10,400.00	\$475.00	\$12,350.00	\$475.00	\$12,350.00	\$600.00	\$15,600.00	\$900.00	\$23,400.00
5.01	5010-A-1	Water Main, Trenched, DIP, 12"	LF	3562	\$90.00	\$320,580.00	\$84.00	\$299,208.00	\$100.00	\$356,200.00	\$90.00	\$320,580.00	\$100.00	\$356,200.00
5.02	5010-A-1	Water Main, Trenched, DIP, 12", Restrained Joint	LF	1450	\$100.00	\$145,000.00	\$95.00	\$137,750.00	\$108.00	\$156,600.00	\$110.00	\$159,500.00	\$125.00	\$181,250.00
5.03	5010-C-2	Fitting By Weight, DI MJ	LB	2000	\$22.00	\$44,000.00	\$14.00	\$28,000.00	\$9.85	\$19,700.00	\$8.75	\$17,500.00	\$14.00	\$28,000.00
5.04	5010-D	Water Service Stub, Copper, 3/4", Opposite Side	EA	9	\$4,000.00	\$36,000.00	\$1,700.00	\$15,300.00	\$2,655.00	\$23,895.00	\$3,000.00	\$27,000.00	\$2,000.00	\$18,000.00
5.05	5020-A	Valve, Gate, 12"	EA	6	\$4,000.00	\$24,000.00	\$3,800.00	\$22,800.00	\$5,600.00	\$33,600.00	\$4,150.00	\$24,900.00	\$4,500.00	\$27,000.00
5.06	5020-C	Fire Hydrant Assembly	EA	12	\$7,000.00	\$84,000.00	\$6,800.00	\$81,600.00	\$7,850.00	\$94,200.00	\$7,500.00	\$90,000.00	\$9,000.00	\$108,000.00
5.07	5020-G	Valve Box Extension	EA	4	\$1,000.00	\$4,000.00	\$400.00	\$1,600.00	\$555.00	\$2,220.00	\$425.00	\$1,700.00	\$450.00	\$1,800.00
5.08	5020-I	Fire Hydrant Adjustment	EA	3	\$4,000.00	\$12,000.00	\$1,800.00	\$5,400.00	\$1,000.00	\$3,000.00	\$1,800.00	\$5,400.00	\$1,000.00	\$3,000.00
6.01	6010-A	Manhole, SW-301, 48"	EA	4	\$8,000.00	\$32,000.00	\$4,950.00	\$19,800.00	\$11,000.00	\$44,000.00	\$7,250.00	\$29,000.00	\$6,000.00	\$24,000.00
6.02	6010-A	Manhole, SW-401, 48"	EA	4	\$5,000.00	\$20,000.00	\$3,900.00	\$15,600.00	\$3,900.00	\$15,600.00	\$3,750.00	\$15,000.00	\$4,500.00	\$18,000.00
6.03	6010-A	Manhole, SW-401, 60"	EA	2	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$6,150.00	\$12,300.00	\$7,000.00	\$14,000.00
6.04	6010-A	Manhole, SW-401, 72"	EA	2	\$9,000.00	\$18,000.00	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00	\$8,250.00	\$16,500.00	\$9,000.00	\$18,000.00
6.05	6010-A	Manhole, SW-401, 84"	EA	1	\$12,000.00	\$12,000.00	\$10,125.00	\$10,125.00	\$10,150.00	\$10,150.00	\$10,500.00	\$10,500.00	\$12,000.00	\$12,000.00
6.06	6010-B	Intake, SW-507	EA	51	\$6,000.00	\$306,000.00	\$5,550.00	\$283,050.00	\$5,550.00	\$283,050.00	\$5,250.00	\$267,750.00	\$5,500.00	\$280,500.00
6.07	6010-B	Intake, SW-509	EA	17	\$8,000.00	\$136,000.00	\$7,225.00	\$122,825.00	\$7,225.00	\$122,825.00	\$7,150.00	\$121,550.00	\$8,000.00	\$136,000.00
6.08	6010-B	Intake, SW-510	EA	1	\$6,000.00	\$6,000.00	\$8,300.00	\$8,300.00	\$8,300.00	\$8,300.00	\$12,750.00	\$12,750.00	\$11,000.00	\$11,000.00
6.09	6010-B	Intake, SW-511	EA	1	\$4,500.00	\$4,500.00	\$5,350.00	\$5,350.00	\$5,350.00	\$5,350.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
6.1	6010-B	Intake, SW-512	EA	4	\$4,500.00	\$18,000.00	\$1,800.00	\$7,200.00	\$1,800.00	\$7,200.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00
6.11	6010-B	Intake, SW-545	EA	1	\$6,000.00	\$6,000.00	\$9,100.00	\$9,100.00	\$9,100.00	\$9,100.00	\$10,750.00	\$10,750.00	\$15,000.00	\$15,000.00
6.12	6010-E-1	Manhole Adjustment, Minor	EA	3	\$1,000.00	\$3,000.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$1,800.00	\$5,400.00	\$1,800.00	\$5,400.00
6.13	6010-F-1	Manhole Adjustment, Major	EA	3	\$3,000.00	\$9,000.00	\$650.00	\$1,950.00	\$650.00	\$1,950.00	\$2,850.00	\$8,550.00	\$3,500.00	\$10,500.00
6.14	6010-G-1	Connection to Existing Manhole	EA	3	\$1,500.00	\$4,500.00	\$1,400.00	\$4,200.00	\$1,400.00	\$4,200.00	\$525.00	\$1,575.00	\$2,300.00	\$6,900.00
6.15	6010-G-999	Connection to Existing Pipe	EA	8	\$1,500.00	\$12,000.00	\$1,400.00	\$11,200.00	\$1,400.00	\$11,200.00	\$775.00	\$6,200.00	\$1,700.00	\$13,600.00
6.16	6010-H-2	Remove Intake	EA	3	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$750.00	\$2,250.00	\$900.00	\$2,700.00
7.01	7010-A	Pavement, PCC, 9" Depth, Class C	SY	16893	\$75.00	\$1,266,975.00	\$58.50	\$988,240.50	\$59.55	\$1,005,978.15	\$65.00	\$1,098,045.00	\$62.00	\$1,047,366.00
7.02	7010-E	Curb and Gutter, PCC, 3.5" Wide, 9" Depth	LF	2801	\$40.00	\$112,040.00	\$40.00	\$112,040.00	\$32.75	\$91,732.75	\$32.25	\$90,332.25	\$36.00	\$100,836.00
7.03	7010-G	Concrete Median, 6" Depth	SY	186	\$125.00	\$23,250.00	\$115.00	\$21,390.00	\$84.00	\$15,624.00	\$102.50	\$19,065.00	\$70.00	\$13,020.00
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
7.05	7010-999-A	Truck Apron with 9" PCC Base for Pavers	SY	348	\$150.00	\$52,200.00	\$75.00	\$26,100.00	\$72.00	\$25,056.00	\$75.			

**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](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** West Viking Road Reconstruction and Trail Project  
City Project Number: RC-362-3212  
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc. for the construction of the West Viking Road Reconstruction and Trail Project.

This project involves the reconstruction of W. Viking Road from Production Drive to Union Road, a single lane roundabout at the future intersection of Innovation Drive and W Viking Road, extension of Innovation Drive in the industrial park to Viking Road, installation of curb & gutter from Production Drive to Hudson Road, intersection improvements at Hudson Road, recreational trail from Hudson Road to Innovation Drive, recreational trail around northerly industrial park pond, sanitary sewer installation, water main installation, and roundabout landscaping.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the West Viking Road Reconstruction and Trail Project.

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

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



### FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2024, 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: WEST VIKING ROAD RECONSTRUCTION AND TRAIL, Project No(s). RC-362-3212 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 6<sup>th</sup> day of May 2024 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(s). RC-362-3212 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

  
PETERSON CONTRACTORS INC.  
Contractor

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Danny Laudick, Mayor

Attest: \_\_\_\_\_  
Kim Kerr, CMC  
City Clerk

### Performance, Payment and Maintenance Bond

SURETY BOND NO. 107996625

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America 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 Six Million, Two Hundred Thirty Seven Thousand, Sixteen Dollars and 30/100 (\$ 6,237,016.30), 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 \_\_\_\_\_, 2024, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

#### WEST VIKING ROAD RECONSTRUCTION AND TRAIL PROJECT NO. RC-362-3212

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No(s). RC-362-3212

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.


Surety Countersigned By: **PRINCIPAL:**

**Not Required**

**Peterson Contractors, Inc.**

Signature of Agent

Contractor

By: 

Signature

**president**

Title

Printed Name of Agent

**SURETY:**

Company Name

**Travelers Casualty and Surety Company of America**

Company Address

Surety Company

City, State, Zip Code

By:   
Signature Attorney-in-Fact Officer & IA Resident Agent

**Anne Crowner, Attorney-in-Fact**

Company Telephone Number

Printed Name of Attorney-in-Fact Officer & IA Resident Agent

**Holmes, Murphy and Associates LLC**

Company Name

**2727 Grand Prairie Parkway**

Company Address

**FORM APPROVED BY:**

**Waukee, IA 50263**

City, State, Zip Code

**(515) 223-6800**

Attorney for Owner

Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE** , **Iowa** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



PETECON-02

Item 54.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2024

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).

<b>PRODUCER</b> <b>Highstreet Insurance</b> <b>302 Main St</b> <b>Cedar Falls, IA 50613</b>	<b>CONTACT NAME:</b> Zach Counsell <b>PHONE (A/C, No, Ext):</b> (319) 874-4242 <b>E-MAIL ADDRESS:</b> zach.counsell@highstreetins.com <b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> <b>Peterson Contractors, Inc.</b> <b>Reinbeck Motors Company, Inc.</b> <b>PO Box A/104 Blackhawk St</b> <b>Reinbeck, IA 50669</b>	<b>INSURER A:</b> Greenwich Insurance Company <b>22322</b>
	<b>INSURER B:</b> National Fire & Marine <b>20079</b>
	<b>INSURER C:</b> XL Specialty Insurance Company <b>37885</b>
	<b>INSURER D:</b> Zurich American Ins Co <b>16535</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

### 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Blanket Contractual</b> <input checked="" type="checkbox"/> <b>XCU Coverage</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CGD745990203	7/1/2023	7/1/2024	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAS745990303	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			42-XSF-100514-06	7/1/2023	7/1/2024	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N / A			CWD745990103	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
D	<b>Rent/Leased Equipmen</b>			CPP9267064-12	7/1/2023	7/1/2024	<b>Leased/Rented Equipm</b> \$ <b>5,000,000</b>
D	<b>Cargo</b>			CPP9267064-12	7/1/2023	7/1/2024	<b>Cargo</b> \$ <b>2,500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: J24149, Project #RC-362-3212, West Viking Road Reconstruction and Trail, Cedar Falls, IA.

City of Cedar Falls is included as Additional Insured on a General Liability for ongoing and completed operations applies as per written contract. A Waiver of Subrogation is included by the General Liability

### 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  
*Kevin Logg*



POLICY NUMBER: CGD745990202

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

Effective

**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
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CGD745990202

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19

Effective

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: CGD745990203

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



**FORM OF PROPOSAL  
WEST VIKING ROAD RECONSTRUCTION AND TRAIL  
PROJECT NO. RC-362-3212  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that PETERSON CONTRACTORS INC 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 WEST VIKING ROAD RECONSTRUCTION AND TRAIL in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing	LS	1		
2	Topsoil, On-site	CY	10,814		
3	Excavation, Class 10	CY	33,194		
4	Subgrade Preparation, 12" Depth	SY	20,568		
5	Subgrade Treatment, Geo Grid	SY	2,000		
6	Subbase, Modified, 6" Depth	SY	2,645		
7	Subbase, Modified, 12" Depth	SY	20,342		
8	Compaction Testing	LS	1		
9	Trench Compaction Testing	LS	1		
10	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	1,446		
11	Sanitary Sewer Service Stub, PVC, 4"	LF	497		
12	Storm Sewer, Trenched, RCP, 15"	LF	4,167		
13	Storm Sewer, Trenched, RCP, 18"	LF	2,350		

14	Storm Sewer, Trenched, RCP, 24"	LF	1,069		
15	Storm Sewer, Trenched, RCP, 30"	LF	28		
16	Storm Sewer, Trenched, RCP, 36"	LF	351		
17	Storm Sewer, Trenched, RCP, 66"	LF	79		
18	Removal of Storm Sewer	LF	760		
19	Storm Sewer, Bend, 30 Degrees	EA	2		
20	Pipe Apron, Guard, and Footing, 15"	EA	3		
21	Pipe Apron, Guard, and Footing, 18"	EA	6		
22	Pipe Apron, Guard, and Footing, 24"	EA	4		
23	Pipe Apron, Guard, and Footing, 30"	EA	2		
24	Pipe Apron, Guard, and Footing, 36"	EA	2		
25	Pipe Apron, Guard, and Footing, 66"	EA	2		
26	Subdrain, HDPE, 6"	LF	9,373		
27	Subdrain Cleanout, PVC, 6", Type B	EA	7		
28	Subdrain Connect to Structure	EA	117		
29	Subdrain Outlet to Ditch	EA			
30	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	400		
31	Subdrain Connection, Field Tile	LF	200		
32	Subdrain Outlet, Connect Existing Subdrain to Structure	EA	26		
33	Water Main, Trenched, DIP, 12"	LF	3,562		
34	Water Main, Trenched, DIP, 12", Restrained Joint	LF	1,450		
35	Fitting By Weight, DI MJ	LB	2,000		
36	Water Service Stub, Copper, 3/4", Opposite Side	EA	9		
37	Valve, Gate, 12"	EA	6		
38	Fire Hydrant Assembly	EA	12		
39	Valve Box Extension	EA	4		
40	Fire Hydrant Adjustment	EA	3		
41	Manhole, SW-301, 48"	EA	4		
42	Manhole, SW-401, 48"	EA	4		

43	Manhole, SW-401, 60"	EA	2		
44	Manhole, SW-401, 72"	EA	2		
45	Manhole, SW-401, 84"	EA	1		
46	Intake, SW-507	EA	51		
47	Intake, SW-509	EA	17		
48	Intake, SW-510	EA	1		
49	Intake, SW-511	EA	1		
50	Intake, SW-512	EA	4		
51	Intake, SW-545	EA	1		
52	Manhole Adjustment, Minor	EA	3		
53	Manhole Adjustment, Major	EA	3		
54	Connection to Existing Manhole	EA	3		
55	Connection to Existing Pipe	EA	8		
56	Remove Intake	EA	3		
57	Pavement, PCC, 9" Depth, Class C	SY	16,893		
58	Curb and Gutter, PCC, 3.5' Wide, 9" Depth	LF	301		
59	Concrete Median, 6 "Depth	SY	186		
60	PCC Pavement Samples and Testing	LS	1		
61	Truck Apron with 9" PCC Base for Pavers	SY	348		
62	Splitter Island with 9" PCC Base for Pavers	SY	115		
63	Concrete Curb, 1' Wide	LF	230		
64	Planter Edging, Concrete, 6 "Wide	LF	290		
65	Asphalt Pavement Samples and Testing	LS	1		
66	Asphalt Overlay, 3" Depth, Surface, 0.5" Diameter, 58-28H, HT	SY	3,387		
67	Removal of Sidewalk	SY	40		
68	Removal of Driveway	SY	540		
69	Removal of Curb	LF	100		
70	Shared Use Path, PCC, 6" Depth	SY	12,211		
71	Special Subgrade Prep for Shared Use Path, 6" Depth	SY	17,096		



7.16	Sidewalk, PCC, 4" Depth	SY	53		
7.17	Brick/Paver for Truck Apron and Splitter Islands	SF	3,649		
7.18	Detectable Warnings	SF	434		
7.19	Driveway, Paved, PCC, 6" Depth	SY	1,429		
7.20	Driveway, Granular, 6" Depth	TON	102		
7.21	Full Depth Patches, PCC, 9" Depth	SY	150		
7.22	Subbase Over-Excavation	TON	48		
7.23	Milling	SY	3,387		
7.24	Pavement Renovation	SY	10,850		
7.25	Engineering Fabric	SY	500		
8.01	Traffic Signal Modifications	LS	1		
8.02	Painted Pavement Markings, Solvent/Waterborne	STA	201		
8.03	Painted Symbols and Legends, Solvent/Waterborne	EA	6		
8.04	Pavement Markings Removed	STA	39		
8.05	Grooves Cut for Pavement Markings	STA	201		
8.06	Grooves Cut for Symbols and Legends	EA	6		
8.07	Temporary Traffic Control	LS			
8.08	Flagger	CDAY	20		
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	50		
8.10	Traffic Signs, Type A	EA	41		
8.11	Traffic Signs	SF	268		
8.12	Wood Posts	LF	487		
8.13	Remove, Salvage, and Reinstall Address Sign	EA	14		
9.01	Hydraulic Seeding, Fertilizing, and Mulching, Type 6	AC	15.0		
9.02	Watering	MGAL	100.0		
9.03	Plants with Warranty, Canopy Tree	EA	4		
9.04	Plants with Warranty, Shrubs	EA	38		
9.05	Plants with Warranty, Ornamental Grasses	EA	369		

9.06	Mulch, Shredded Bark and Fabric	SF	899		
9.07	Mulch, Rock and Fabric	CY	14		
9.08	SWPPP Preparation	LS	1		
9.09	SWPPP Management	LS	1		
9.10	Filter Sock, 9"	LF	20,000		
9.11	Filter Sock, Removal	LF	20,000		
9.12	Rip Rap, Class E	TON	310		
9.13	Silt Fence	LF	3,500		
9.14	Silt Fence, Removal of Sediment	LF	3,500		
9.15	Silt Fence, Removal of Device	LF	3,500		
9.16	Stabilized Construction Entrance	TON	200.0		
9.17	Erosion Control Mulching, Hydromulching	AC	30.0		
9.18	Turf Reinforcement Mats, Type 2	SQ	250.0		
9.19	Inlet Protection Device, Surface-Applied	EA	74		
9.20	Inlet Protection Device, Maintenance	EA	148		
9.21	Removal and Reinstallation of Existing Fence, Field Fence	LF	1,000		
9.22	Temporary Fence, Snow Fence	LF	4,500		
9.23	Safety Rail	LF	100		
9.24	Mowing	EA	15		
11.01	Mobilization	LS	1.00		
11.02	Maintenance of Postal Services	LS	1		
11.03	Maintenance of Solid Waste Collection	LS	1		
11.04	Temporary Granular Roadway	SY	6,700		
11.05	Concrete Washout	LS	1		
11.06	Monument, Street Name	EA	4		
11.07	Monument, Welcome Sign	EA	2		
11.08	Electrical and Lighting, Roundabout	LS	1		
11.09	Street Light	LS	1		
11.10	Dust Control, Product	SY	56,320		

TOTAL BID: \$ 6,237,016.<sup>30</sup>

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items. 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 the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of BID BOND 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.	<u>1</u>	Date	<u>4/8/2024</u>
	<u>2</u>		<u>4/16/24</u>
	_____		_____
	_____		_____

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  
PETERSON CONTRACTORS INC.  
104 Blackhawk St.  
Official Address  
Reinbeck, IA 50069

  
By  
ESTIMATOR / PM  
Title

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**  
**PROJECT NO(S): RC-362-3212**

STATE OF IOWA

COUNTY OF BLACK HAWK <sup>SS</sup>

MATT BOHLEN, being first duly sworn, deposes and says that:

(1) We are REPRESENTATIVE of PETERSON  
(Owner, partner, officer, representative, or agent)

CONTRACTORS INC., 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.

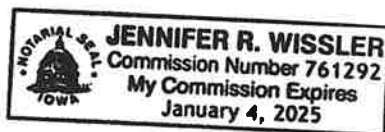
Matt Bohlen  
Signed  
ESTIMATOR / PM  
Title

Subscribed and sworn to before me

this 15<sup>th</sup> day of April, 2024

Jennifer R Wissler  
ASST TREASURER  
Title

My Commission expires 1/4/25




**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** 2024 CDBG Sanitary Sewer Rehabilitation Project  
 City Project Number: SA-000-3325  
 Final Acceptance

The 2024 CDBG Sanitary Sewer Rehabilitation Project is completed and ready for final acceptance. This project consists of installing a cured in place liner within the existing 8-inch diameter sewer lines in selected areas of the City. The total project involves approximately 2,873 linear feet and 66 sewer service taps. This project was under contract with Municipal Pipe Tool Company, LLC of Hudson, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Maintenance Bond, Municipal Pipe Tool Company, LLC

<b>Funding Source</b>	<b>Attributed Costs</b>
Community Development Block Grant (CDBG)	\$149,938.00
Sewer Rental Fund (SRF)	\$0.00

I certify that the public improvements for the 2024 CDBG Sanitary Sewer Rehabilitation Project were completed in reasonable compliance with the project plans and specifications.

Matthew Tolan, EI

4/29/2024

Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer  
 Lisa Roeding, Controller/City Treasurer  
 Tyler Griffin, Water Reclamation Manager



# Performance, Payment and Maintenance Bond

SURETY BOND NO. 100309002

KNOW ALL BY THESE PRESENTS:

That we, Municipal Pipe Tool Co., LLC, as Principal (hereinafter the “Contractor” or “Principal” and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Fifty One Thousand, Seven Hundred Twelve and 00/100 Dollars (\$151,712.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2024, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

## 2024 CDBG SANITARY SEWER REHABILITATION PROJECT PROJECT No. SA-000-3325

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work

under the Contract, by reason of defects in workmanship or materials used in construction of said work;

- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond,



the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SA-000-3325

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Surety Countersigned By:**

**Not Required**  
\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**PRINCIPAL:**

**Municipal Pipe Tool Co., LLC**  
\_\_\_\_\_  
Contractor

By: Sharon Waschkat  
Signature  
Sharon Waschkat, COO  
Title

**SURETY:**

**Merchants Bonding Company (Mutual)**  
\_\_\_\_\_  
Surety Company

By: [Signature]  
Signature Attorney-in-Fact Officer

**Sara Huston, Attorney-in-Fact & Iowa Resident Agent**

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

**Holmes, Murphy and Associates LLC**

\_\_\_\_\_  
Company Name

**2727 Grand Prairie Parkway**

\_\_\_\_\_  
Company Address

**Waukee, IA 50263**

\_\_\_\_\_  
City, State, Zip Code

**(515) 223-6800**

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Megan A Brown; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

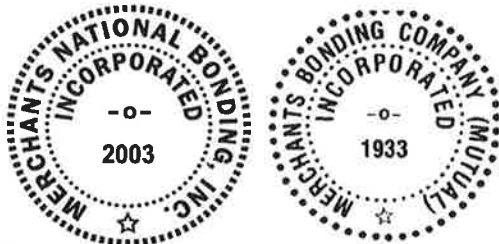
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of November, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of November 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



*William Warner Jr.*  
Secretary

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
***Engineering Division***

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** Professional Services Agreement, Snyder & Associates  
Oak Park Blvd. Sewer Replacement Project  
Supplemental Agreement No. 3  
City Project No. SA-002-3182

Please find attached Supplemental Agreement No. 3 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for the Oak Park Blvd. Sewer Replacement Project. The enclosed Supplemental Agreement provides for construction-related services required to assist in setup and establishment of the lift station controls and operations for the Oak Park Blvd. Sewer Replacement Project. The Professional Services Agreement was previously approved by Council on February 18<sup>th</sup>, 2019. The cost of this agreement is not to exceed \$5,000 and paid for out of the Sewer Rental Fund.

The Engineering Division of the Public Works Department requests your consideration and approval of this Supplemental Agreement No. 3 with Snyder & Associates, Inc. for the lift station design and administration scope of services.

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

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



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 www.cedarfalls.com

*Engineering Division  
 Phone: 319-268-5161 Fax: 319-268-5197*

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### SUPPLEMENTAL AGREEMENT NO. 3

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#### Oak Park Blvd. Sewer Replacement Cedar Falls, Iowa City Project Number SA-002-3182

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**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Snyder & Associates, Inc. (Consultant), of 900 Bell Dr SW, Cedar Rapids, IA, dated February 18, 2019 for the professional engineering services related to the Oak Park Blvd Sewer Replacement; and

WHEREAS, the Client and Consultant desire to amend the previous agreement(s) to include Scope of Services and Compensation for additional items required,

NOW, THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

#### **I. SCOPE OF SERVICES**

The Scope of Services and basis for Compensation derivation are as follows:

1. The Consultant will provide additional engineering services relating to the construction of the project. The Consultant's services shall include but are not necessarily limited to, construction administration, addressing questions that arise during construction, review of shop drawings, assistance with field modifications and/or change orders, and other related construction administrative tasks as may be requested by the Client.

#### **II. COMPENSATION**

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Five thousand Dollars (\$5,000) for the Scope of Service item 1. The compensation for this supplemental agreement is to be segregated from the original agreement.

III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated February 18, 2019.

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

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT.**

By: \_\_\_\_\_

By: Lindsay Beaman

Printed Name: \_\_\_\_\_

Printed Name: Lindsay Beaman

Title: \_\_\_\_\_

Title: Business Unit Leader

Date: \_\_\_\_\_

Date: April 11, 2024

**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](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** Fiber Optic License Agreement  
Windstream Intellectual Property Services, LLC  
Hudson Road & Technology Parkway

Enclosed is a proposed License Agreement between the City of Cedar Falls and Windstream Intellectual Property Services, LLC to install an additional long-distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend and upgrade services owned by Windstream intellectual Property Services, LLC along Hudson Road and Technology Parkway.

The City of Cedar Falls has entered into previous license agreements with Windstream Intellectual Property Services, LLC. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division of the Public Works Department recommends your approval of this proposed License Agreement.

xc: David Wicke, PE, City Engineer  
Chase Schrage, Director of Public Works  
Lisa Roeding, Controller/City Treasurer

Prepared by: Matthew Tolan, 220 Clay St., Cedar Falls, IA 50613, (319) 273-8600

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Windstream Intellectual Property Services, LLC., whose address is 1720 Galleria Boulevard, Charlotte, NC 28270, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

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

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting at the northwest corner of Hudson Road and Viking Road at a new handhole at the approximate latitude of 42.484329 and longitude of -92.465724 in the public right of way of Hudson Road extending southerly approximately three thousand nine hundred and twelve (3,912') feet to a new hand hold located at the southwest corner of Hudson Road and Technology Parkway at an approximate latitude of 42.473740 and longitude of -92.465930 then extending westerly along the southerly right of way boundary of Technology Parkway approximately nine hundred and twenty five feet (925') to a new handhole at the approximate latitude of 42.474750 and longitude of -92.468880 then extending approximately seventy three (73') feet north across Technology Parkway to a new handhole at the approximate latitude of 42.474920 and longitude of -92.46889 then connecting approximately forty feet north to an existing conduit adjacent to the Technology Parkway right of way in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber



optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 4,940 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one (1) two (2") inch High Density Polyethylene ("HDPE") with forty-eight (48) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 7<sup>th</sup> day of May, 2024, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$324.16 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$32.42 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1<sup>st</sup> of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and

management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Public Works Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing

of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such

approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and

sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. **Liability, Indemnification and Insurance.** The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. **Severability.** In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. **Assignment.** Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. **Vacation of Public Right-of-Way.** As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. **Transfer of Title.** If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Public Works Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. **Delivery of Notices.** Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
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If to Licensee:	Windstream Intellectual Property Services, LLC.
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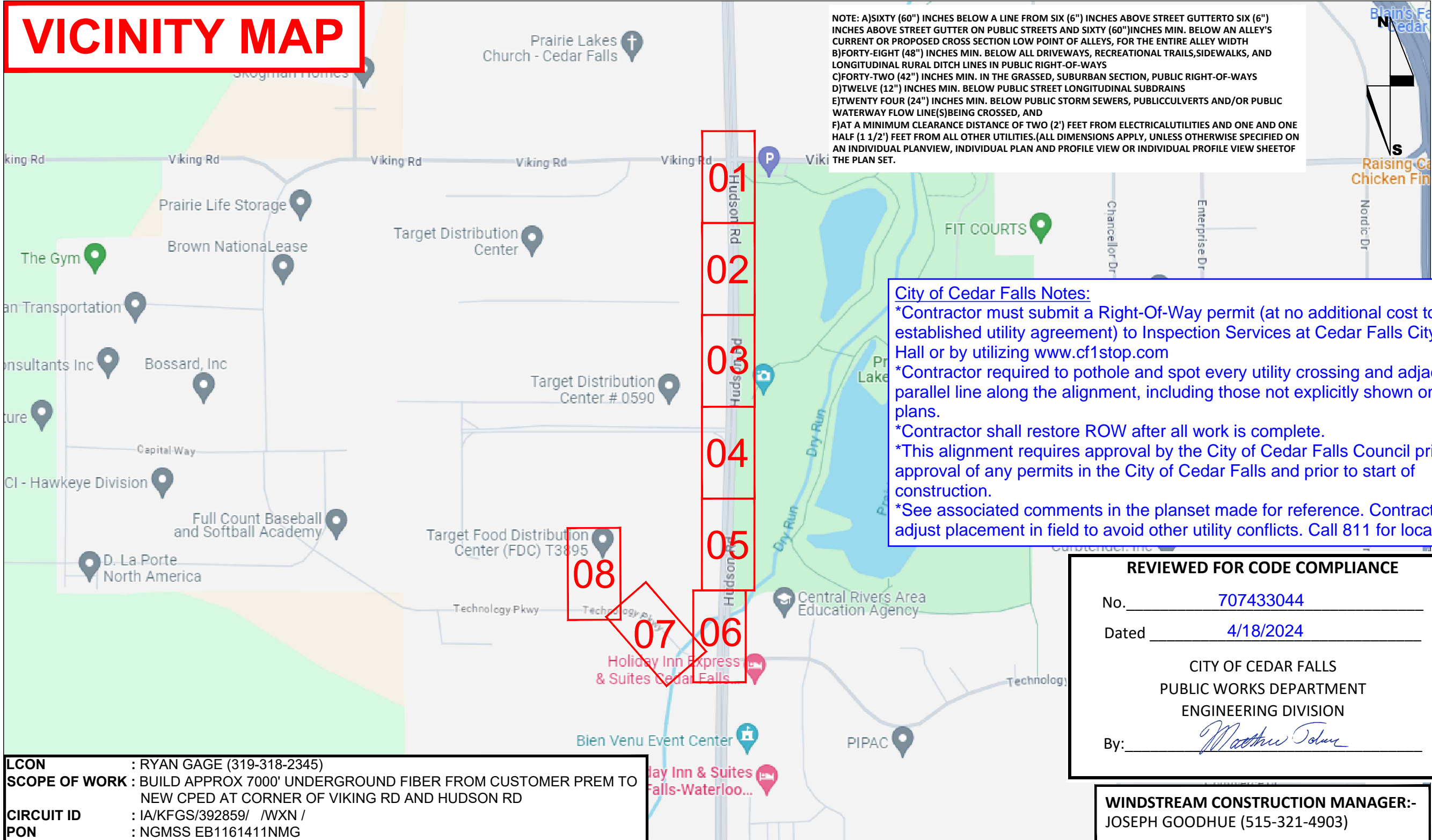
**EXHIBIT A****TEXT DESCRIPTION OF ALIGNMENT FOR Windstream Intellectual Property Services, LLC. FIBER OPTIC CABLE INSTALLATION IN CEDAR FALLS**

The facility shall consist of two (2") inch diameter High-Density Polyethylene (HDPE) duct with 48 count fiber cable installed at minimum depths of: forty-eight (48") inches below ground surface.

In general terms, within the right-of-way of Hudson Road and more particularly described as follows:

THIS PROJECT IS TO PLACE CABLE IN THE ROW OF HUDSON RD, VIKING RD UNDER THE LIMITS OF CEDER FALLS CITY STARTS AT GPS: 42.484329,-92.465724 AND ENDS AT GPS: 42.474920,-92.46889 PLACEMENT WILL BE DONE THROUGH 4940' BORING & PLACE 2" INNERDUCT PULL 48 WS FOC WITHIN MOREOVER PLACING 4 NEW HANDHOLES (30"X48"X36") FOR DETAIL PLEASE SEE PLANS.

# VICINITY MAP



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
 B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
 C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
 D) TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS  
 E) TWENTY FOUR (24") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS  
 F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.

**City of Cedar Falls Notes:**  
 \*Contractor must submit a Right-Of-Way permit (at no additional cost to the established utility agreement) to Inspection Services at Cedar Falls City Hall or by utilizing [www.cf1stop.com](http://www.cf1stop.com)  
 \*Contractor required to pothole and spot every utility crossing and adjacent parallel line along the alignment, including those not explicitly shown on the plans.  
 \*Contractor shall restore ROW after all work is complete.  
 \*This alignment requires approval by the City of Cedar Falls Council prior to approval of any permits in the City of Cedar Falls and prior to start of construction.  
 \*See associated comments in the planset made for reference. Contractor to adjust placement in field to avoid other utility conflicts. Call 811 for locates.

**REVIEWED FOR CODE COMPLIANCE**  
 No. 707433044  
 Dated 4/18/2024  
 CITY OF CEDAR FALLS  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION  
 By: *Matthew Tolson*

CONTRACTOR : RYAN GAGE (319-318-2345)  
 SCOPE OF WORK : BUILD APPROX 7000' UNDERGROUND FIBER FROM CUSTOMER PREM TO NEW CPED AT CORNER OF VIKING RD AND HUDSON RD  
 CIRCUIT ID : IA/KFGS/392859/ WXN /  
 PON : NGMSS EB1161411NMG

**WINDSTREAM CONSTRUCTION MANAGER:-**  
 JOSEPH GOODHUE (515-321-4903)

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: VICINITY MAP  
 DATE: 03/29/2024



# Exhibit B

**NOTE:THE CONTRACTOR SHALL COMPLY WITH ALL "WINDSTREAM" POLICIES AND PROCEDURES AND ALL REQUIREMENTS FROM LOCAL PERMITTING AUTHORITIES. THE VARIOUS PERMITS OBTAINED FOR THE PROJECT WILL BE ON FILE IN THE OFFICE OF THE "WINDSTREAM" ENGINEER AND A CITY OF CEDAR FALLS, CITY STAMPED "APPROVAL TO CONSTRUCT" AND SIGNED BY AN AUTHORIZED PERSON W/ THE CEDAR FALLS ENGINEERING DIVISION, COPY SHALL BE AVAILABLE, AT ALL TIMES, AT THE CONSTRUCTION SITE. NO CONSTRUCTION, EXCAVATION OR IMPROVEMENT(S) OF ANY KIND SHALL BEGIN ON THE SURFACE, IN THE SUBSURFACE OR ABOVE THE SURFACE WITHOUT A SIGNED PERMIT FROM THE GOVERNING PERMIT AUTHORITY OR AUTHORITIES..**

**NOTE:CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT, WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL (AND ACCEPTABLE).**

**NOTE:MISCELLANEOUS STRUCTURES AND OBSTRUCTIONS SUCH AS SIGN POSTS, MAIL BOXES, METER BOXES, ETC., SHALL BE AVOIDED OR REMOVED AND REINSTALLED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL**

**NOTE:THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR THE MAINTENANCE OF STREETS AND OTHER UTILITIES AFFECTED BY CONSTRUCTION OPERATIONS. DEBRIS SHALL NOT BE PERMITTED TO ACCUMULATE AND ALL PREMISES SHALL BE MAINTAINED IN A NEAT AND WORKMANLIKE CONDITION. THE CITY ENGINEER OF THE CITY OF CEDAR FALLS WILL REVIEW ALL PROPOSED DISPOSAL SITES, PRIOR TO THEIR USE, TO DETERMINE ACCEPTABILITY.**

**NOTE:THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT EXISTING FACILITIES, SIDEWALKS, CURBS, PAVEMENTS, UTILITIES, FOLIAGE AND ADJOINING PROPERTY AND STRUCTURES OUTSIDE OF THE RIGHT-OF-WAY AND TO AVOID DAMAGE THERETO.**

**NOTE:THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:**

**A. THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.**

**B. DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.**

**C. IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES, AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).**

**NOTE:WHERE HAZARDOUS CONDITIONS EXIST, PROPER SIGNING, FLAGGING, AND BARRICADING SHALL BE PROVIDED AS DIRECTED BY THE "company name" ENGINEER AND/OR THE CEDAR FALLS CITY ENGINEERING DIVISION. SUPPLEMENTAL SIGNS, FLAG PERSON(S), AND BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED, AT ANY TIME, OR OPEN OVERNIGHT**

**NOTE:TRENCHES IN PAVED AREAS SHALL BE SAW CUT TO THE FULL DEPTH OF THE PAVEMENT AS REQUIRED BY THE PERMITTING AUTHORITY. PAVED SURFACES SHALL BE REPAIRED IN ACCORDANCE WITH THE PERMITTING AUTHORITY'S SPECIFICATIONS, CURRENT IOWA (SUDAS) STATEWIDE URBAN DESIGN AND SPECIFICATIONS AND THE CURRENT CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THE IOWA (SUDAS) STATEWIDE URBAN DESIGN AND SPECIFICATIONS**

**NOTE:THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND PROPER MATERIAL HANDLING DURING THE CONSTRUCTION, INSTALLATION, AND/OR RESTORATIONS ON THIS PROJECT**

**NOTE:RIGHT OF WAY RESTORATION AND STREET/SIDEWALK REPAIR/REPLACEMENT SHALL BE IN COMPLIANCE WITH THE LOCAL PERMITTING AUTHORITY. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL.**

**NOTE:FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF:**

**A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH.**

**B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS,**

**C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS.**

**D) TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS.**

**E) TWENTY-FOUR (24") INCHES MIN. BELOW PUBLIC STORM SEWERS, PUBLIC CULVERTS AND/OR PUBLIC WATERWAY FLOW LINE(S)BEING CROSSED.**

**F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLAN VIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.)**

**NOTE:FOR ALL DITCHLINES AND PRIVATE DRIVEWAYS, ALL CABLES SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES BELOW ALL DITCHLINES AND PRIVATE DRIVEWAYS.**

**NOTE:INNERDUCTS CONTAINING CABLE SHALL BE SEALED AT TERMINATION POINTS USING RUBBER PLUGS AND COMPRESSION BANDS. VACANT INNERDUCTS OR CONDUIT RUNS SHALL BE SEALED AT TERMINATION POINTS WITH RUBBER PLUGS EQUIPED WITH A PULL LINE ATTACHMENT RING ON WHICH TO TERMINATE THE PULL LINE. APPROPRIATE SEALANT COMPOUND SHALL BE USED TO SEAL ANY GAPS.**

**NOTE:WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT OR ANY OTHER INSTALLATION, A MARKER TAPE SHALL BE PLACED EIGHTEEN (18") INCHES BELOW EXISTING SURFACE OR BELOW PROPOSED FINISH GRADE WHICHEVER IS APPLICABLE, DIRECTLY IN VERTICAL LINE ABOVE THE FIBER OPTIC CABLE OR DUCT OR ANY OTHER INSTALLATION BEING PLACED AT THE MINIMUM DEPTH OF FORTY-TWO (42") INCHES."**

**NOTE:BRUSHING AND TRIMMING SHALL BE DONE AS REQUIRED. BRUSH, BRANCHES, AND REFUSE FROM CLEARING OPERATIONS SHALL BE IMMEDIATELY REMOVED FROM THE VICINITY OF THE RIGHT OF WAY.**

**NOTE:IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST FORTY-EIGHT (48 HRS.) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTOR SHALL CAREFULLY HAND DIG WITHIN THE TWENTY-FOUR (24") INCH SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.**

**NOTE:PERMIT AUTHORITIES AND UTILITIES:  
IOWA ONE-CALL (1-800-292-8989) (811 LOCAL ACCESS)  
CITY OF CEDAR FALLS (1.319-273-8600)  
MATTHEW TOLAN (1-319-268-5164)  
OR DAVID WICKE (1-319-268-5162)  
CEDAR FALLS UTILITIES (C.F.U) (1-319-266-1761)  
OTHER:  
COMPANY NAME: WINDSTREAM COMMUNICATION  
CONSTRUCTION COMPANY NAME: MP Nexlevel  
CONSTRUCTION SUPERVISOR: DAVID BERGFELD**

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- NO  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



ENGINEER: **WINDSTREAM**  
JOSEPH GOODHUE

FIELD ENGINEER: **PEARCE SERVICES**  
TROY OZBUN

DRAWN BY: **PEARCE SERVICES**  
PRABHAT SINGH

PROJECT: 707433044  
PROJECT TITLE: 23CW348749

EXCHANGE: CDFLIACO  
SHEET: NOTES

DATE: 03/29/2024



SCALE: NTS

LINETYPES		DESCRIPTION	GENERAL BLOCKS		
	EXISTING COPPER (WS)		PROPOSED HANDHOLE		POLE
	EXISTING FIBER (WS)		PROPOSED PED		AERIAL SPLICE POINT
	PROPOSED CABLE(WS)		EXISTING FIBER PED		SPAN FOOTAGE
	PROPOSED CONDUIT		REMOVE FIBER PED		BUILDING TERMINAL
	ABANDON CABLE		REMOVE COPPER PED		CABLE CUT MARK
	EXISTING CONDUIT		EXISTING COPPER PED		REMOVE/ABANDON
	REMOVE CABLE		REMOVE EXISTING HH		CROSS CONNECT CABINET
	CENTERLINE OR C/L		EXISTING MANHOLE		PROPOSED FDP
	RIGHT OF WAY OR RW		PROPOSED MANHOLE		EXISTING FDP
	SIDEWALK OR S/W		PROPOSED PED (W/ GROUND)		MARKER - COPPER
	EDGE OF PAVEMENT OR EOP		PROPOSED BORE PIT		MARKER - FIBER
	MEDIAN		CULVERT		GROUND ROD
	UTILITIES EASEMENT OR U/E		CATCH BASIN		CO DIRECTION
	RAILROAD TRACKS		STORM MANHOLE		STATION POINT
	EASEMENT		STORM GRATE		RAIL ROAD MILE POST
	PROPERTY LINE OR P/L		SANITARY MANHOLE		MILE POST
	JURISDICTION BOUNDARY (XXX COUNTY) (XXX CITY)		GAS VALVE		PROPOSED ANCHOR & GUY
	SANITARY SEWER		GAS METER		REMOVE ANCHOR & GUY
	WATER		FIRE HYDRANT		AERIAL TERMINAL
	STORM DRAIN		WATER METER		DSLAM
	GAS		WATER VALVE		LOOP/ SLACK COIL
	FORCE MAIN		WATER MANHOLE		OVERLASH
	FLOW LINE		DRIVEWAY		PROPOSED CWDM
	FENCE		TREE		EXISTING CWDM
			SHRUBS/BUSHES		

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- NO  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

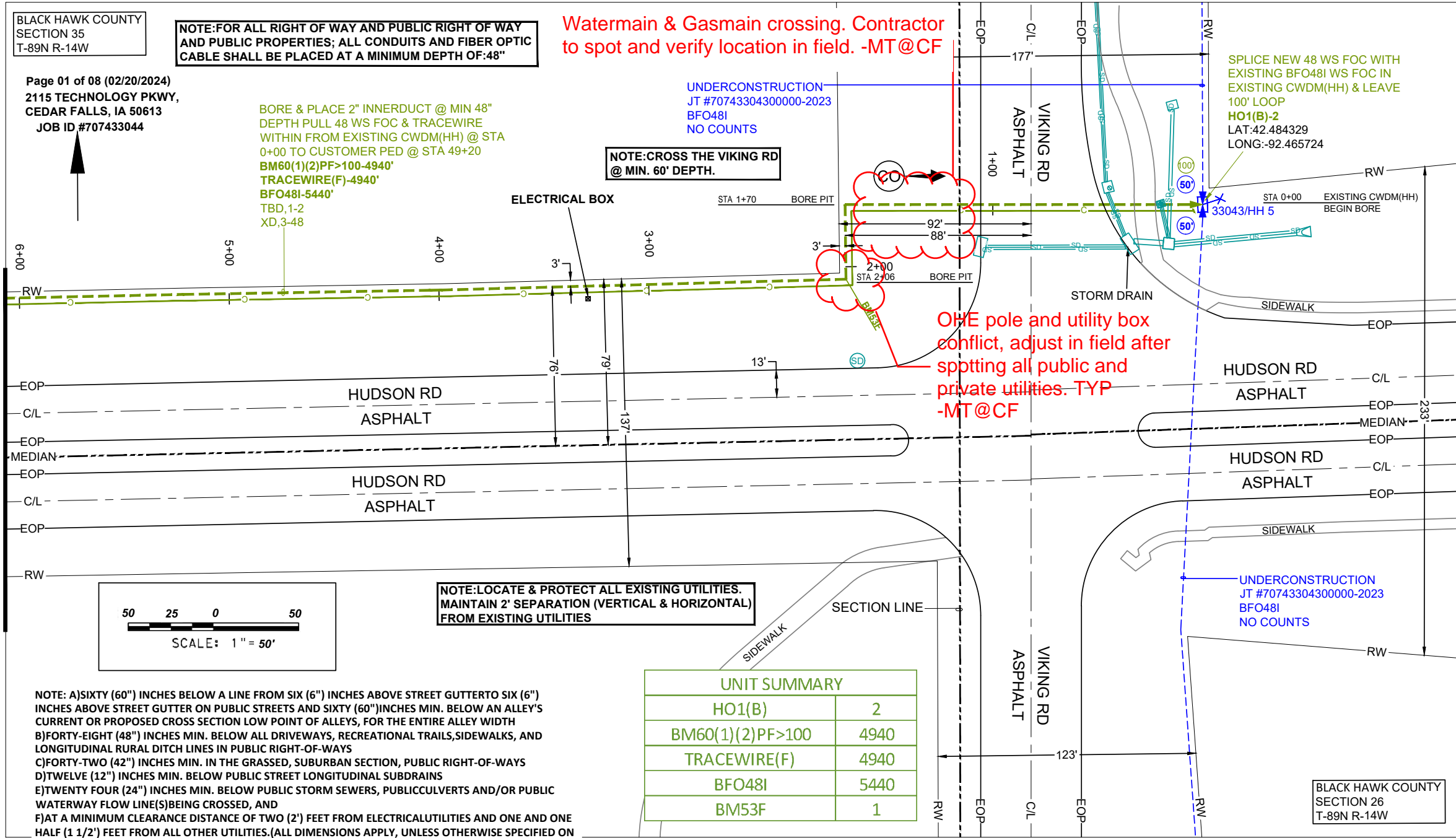
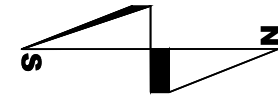


ENGINEER: WINDSTREAM JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES TROY OZBUN  
 DRAWN BY: PEARCE SERVICES PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: LEGEND  
 DATE: 03/29/2024



# Exhibit B



BLACK HAWK COUNTY  
SECTION 35  
T-89N R-14W

**NOTE: FOR ALL RIGHT OF WAY AND PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF: 48"**

Page 01 of 08 (02/20/2024)  
2115 TECHNOLOGY PKWY,  
CEDAR FALLS, IA 50613  
JOB ID #707433044

BORE & PLACE 2" INNERDUCT @ MIN 48"  
DEPTH PULL 48 WS FOC & TRACEWIRE  
WITHIN FROM EXISTING CWDM(HH) @ STA  
0+00 TO CUSTOMER PED @ STA 49+20  
BM60(1)(2)PF>100-4940'  
TRACEWIRE(F)-4940'  
BFO48I-5440'  
TBD, 1-2  
XD, 3-48

Watermain & Gasmain crossing. Contractor  
to spot and verify location in field. -MT@CF

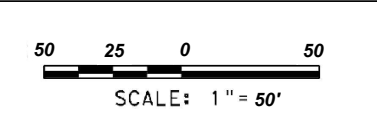
UNDERCONSTRUCTION  
JT #70743304300000-2023  
BFO48I  
NO COUNTS

**NOTE: CROSS THE VIKING RD  
@ MIN. 60' DEPTH.**

SPLICE NEW 48 WS FOC WITH  
EXISTING BFO48I WS FOC IN  
EXISTING CWDM(HH) & LEAVE  
100' LOOP  
HO1(B)-2  
LAT: 42.484329  
LONG: -92.465724

ONE pole and utility box  
conflict, adjust in field after  
spotting all public and  
private utilities. TYP  
-MT@CF

MATCHLINE - SEE SHEET 02



**NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES.  
MAINTAIN 2' SEPARATION (VERTICAL & HORIZONTAL)  
FROM EXISTING UTILITIES**

UNIT SUMMARY	
HO1(B)	2
BM60(1)(2)PF>100	4940
TRACEWIRE(F)	4940
BFO48I	5440
BM53F	1

NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
D) TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS  
E) TWENTY FOUR (24") INCHES MIN. BELOW PUBLIC STORM SEWERS, PUBLIC CULVERTS AND/OR PUBLIC WATERWAY FLOW LINE(S) BEING CROSSED, AND  
F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.

BLACK HAWK COUNTY  
SECTION 26  
T-89N R-14W

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



ENGINEER: WINDSTREAM  
JOSEPH GOODHUE  
FIELD ENGINEER: PEARCE SERVICES  
TROY OZBUN  
DRAWN BY: PEARCE SERVICES  
PRABHAT SINGH

PROJECT: 707433044  
PROJECT TITLE: 23CW348749  
EXCHANGE: CDFLIACO  
SHEET: 01 OF 08  
DATE: 03/29/2024



**STANDARD DETAIL SHEET:**

- a) **TRENCH DETAIL - 42" MIN DEPTH IN GRASS, 48" MIN DEPTH UNDER EXISTING / FUTURE PRIVATE DRIVES, WALKS & TRAILS.**
- b) **BORE DETAIL - 42" MIN DEPTH IN GRASS, 48" MIN DEPTH UNDER EXISTING / FUTURE PRIVATE DRIVES, WALKS & TRAILS.**
- c) **MAINTAIN 24" MIN DEPTH BELOW STORM SEWER UNDERCROSSING TO AVOID THE CONFLICT.**

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: **WINDSTREAM**  
 JOSEPH GOODHUE  
 FIELD ENGINEER: **PEARCE SERVICES**  
 TROY OZBUN  
 DRAWN BY: **PEARCE SERVICES**  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749

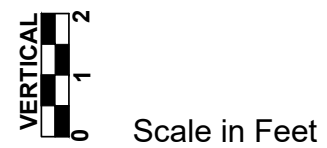
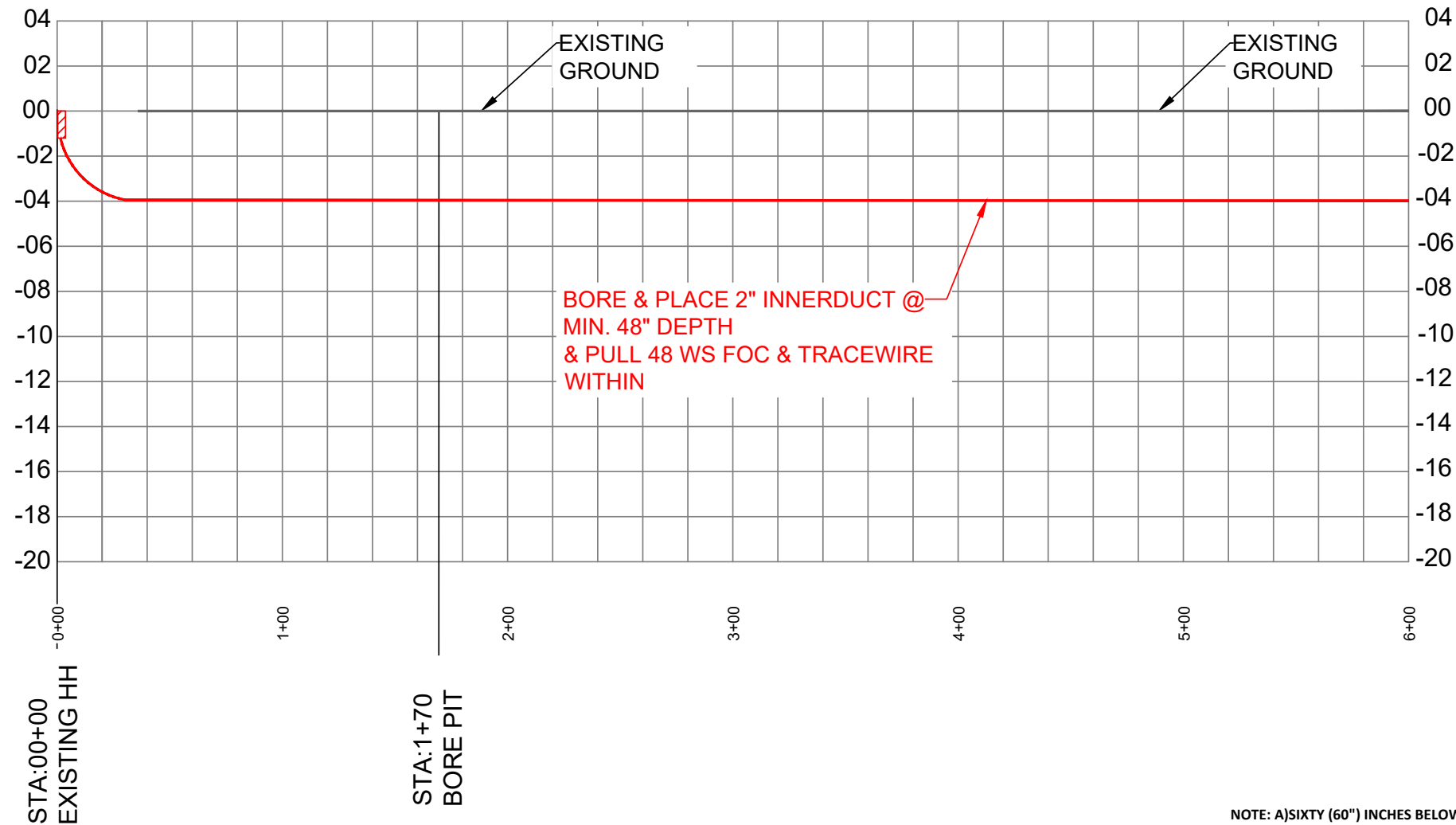
EXCHANGE: CDFLIACO  
 SHEET: S OF S  
 DATE: 03/29/2024





NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.

PROFILE:1



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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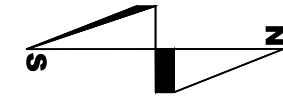
ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- NO  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**  
 SCALE: NTS



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: P1 OF P9  
 DATE: 03/29/2024





BLACK HAWK COUNTY  
SECTION 35  
T-89N R-14W

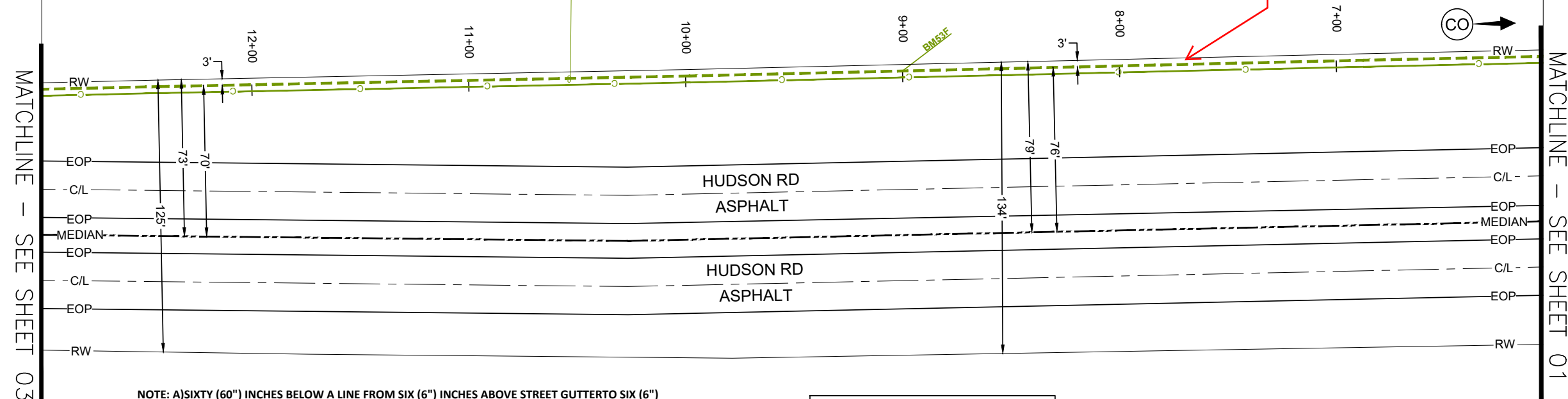
**NOTE: FOR ALL RIGHT OF WAY AND PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF: 48"**

UNIT SUMMARY	
BM53F	1

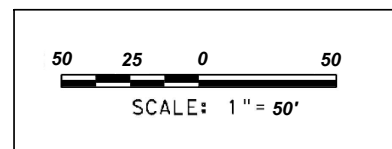
Page 02 of 08 (02/20/2024)  
2115 TECHNOLOGY PKWY,  
CEDAR FALLS, IA 50613  
JOB ID #707433044

BORE & PLACE 2" INNERDUCT @ MIN 48"  
DEPTH PULL 48 WS FOC & TRACEWIRE  
WITHIN FOR MEASUREMENT REFER TO  
SHEET NO.01  
BFO48I  
TBD, 1-2  
XD, 3-48

OHE poles along route, adjust  
accordingly in field. TYP all  
sheets. -MT@CF



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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**NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL & HORIZONTAL) FROM EXISTING UTILITIES**

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



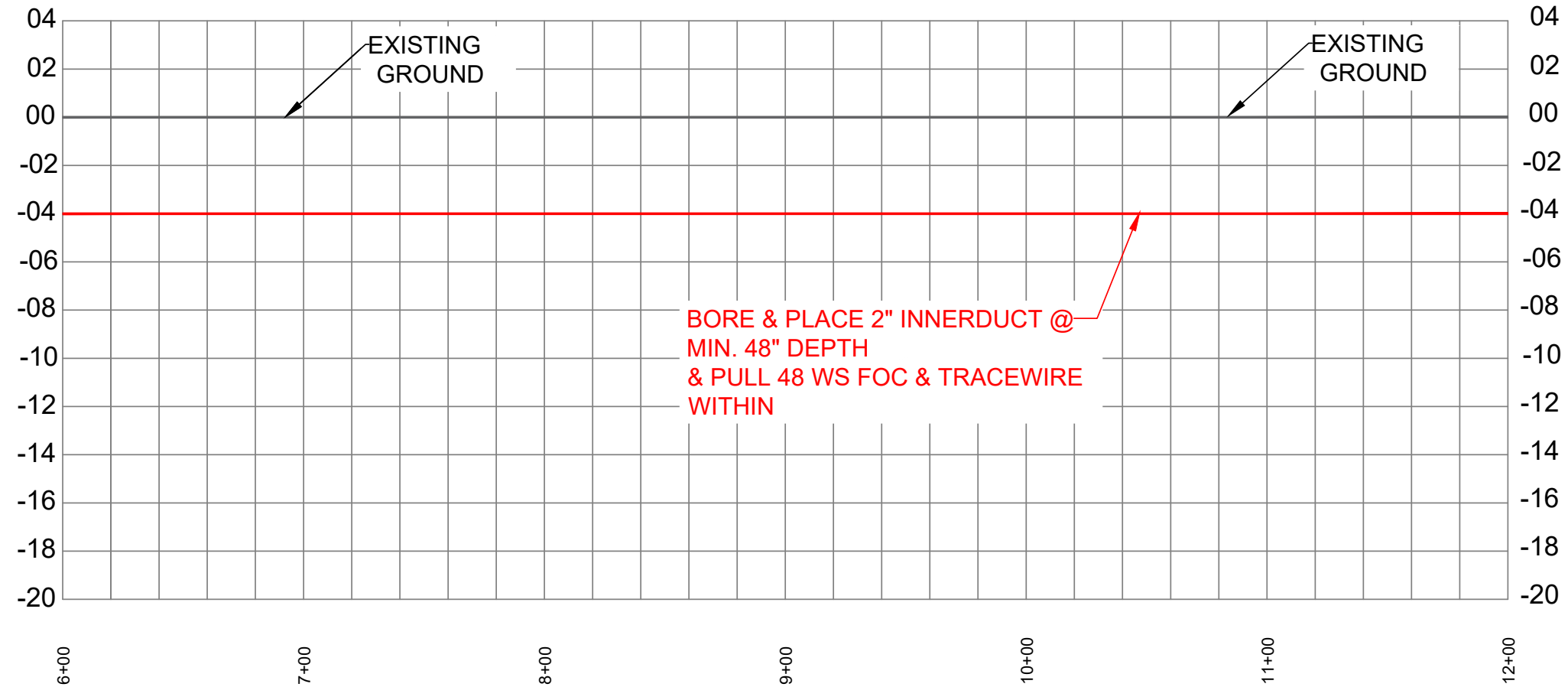
ENGINEER: WINDSTREAM  
JOSEPH GOODHUE  
FIELD ENGINEER: PEARCE SERVICES  
TROY OZBUN  
DRAWN BY: PEARCE SERVICES  
PRABHAT SINGH

PROJECT: 707433044  
PROJECT TITLE: 23CW348749  
EXCHANGE: CDFLIACO  
SHEET: 02 OF 08  
DATE: 03/29/2024



NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.

PROFILE:2



Scale in Feet

NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50

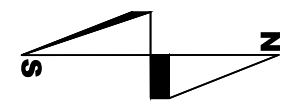


ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749

EXCHANGE: CDFLIACO  
 SHEET: P2 OF P9  
 DATE: 03/29/2024





BLACK HAWK COUNTY  
SECTION 35  
T-89N R-14W

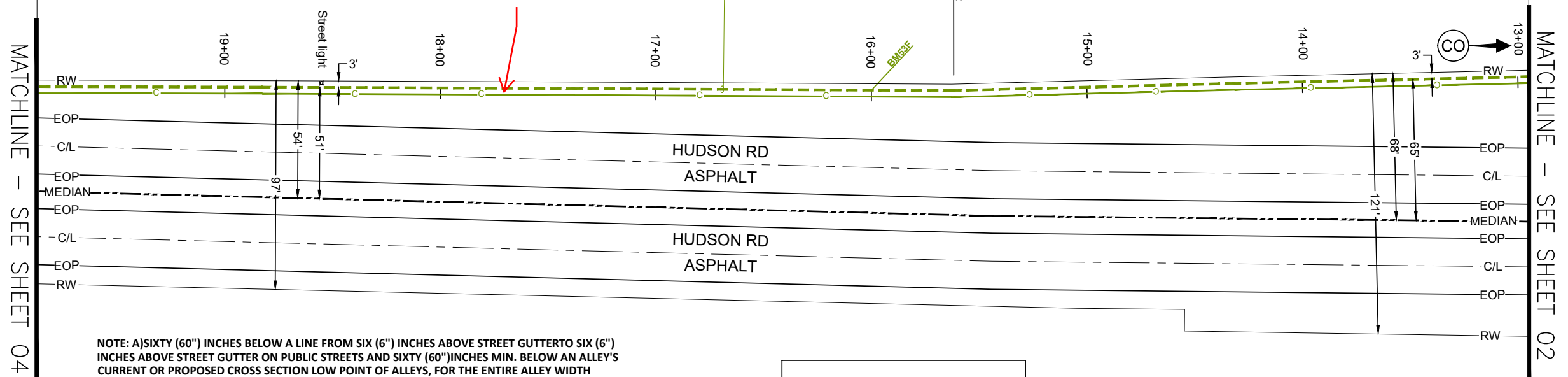
NOTE: FOR ALL RIGHT OF WAY AND PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF: 48"

UNIT SUMMARY	
BM53F	1

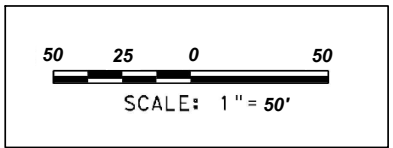
Page 03 of 08 (02/20/2024)  
2115 TECHNOLOGY PKWY,  
CEDAR FALLS, IA 50613  
JOB ID #707433044

Alignment parallels water main, maintain separation. Narrows at southbound right turn lane for Target Distribution. -MT@CF

BORE & PLACE 2" INNERDUCT @ MIN 48" DEPTH PULL 48 WS FOC & TRACEWIRE WITHIN FOR MEASUREMENT REFER TO SHEET NO.01  
BFO48I  
TBD, 1-2  
XD, 3-48



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL & HORIZONTAL) FROM EXISTING UTILITIES

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



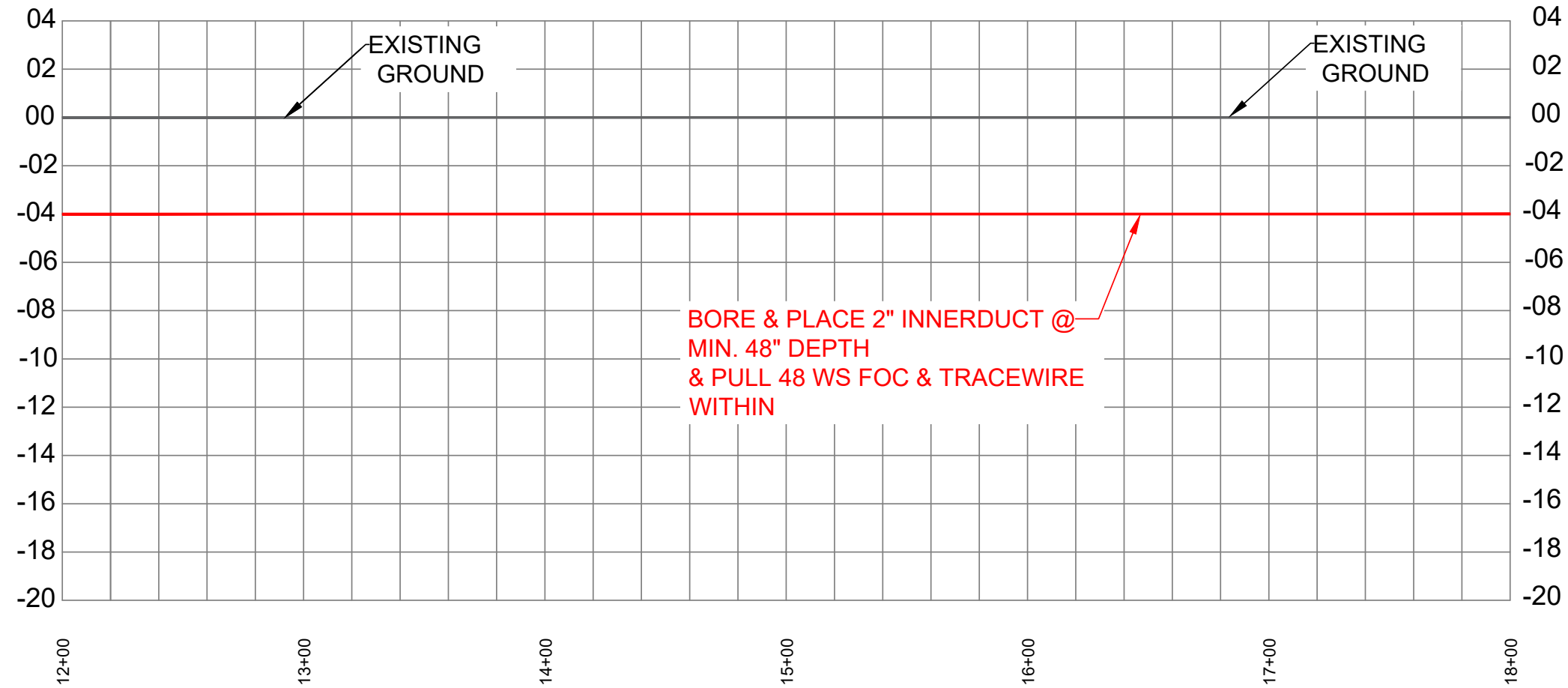
ENGINEER: WINDSTREAM  
JOSEPH GOODHUE  
FIELD ENGINEER: PEARCE SERVICES  
TROY OZBUN  
DRAWN BY: PEARCE SERVICES  
PRABHAT SINGH

PROJECT: 707433044  
PROJECT TITLE: 23CW348749  
EXCHANGE: CDFLIACO  
SHEET: 03 OF 08  
DATE: 03/29/2024



NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.

PROFILE:3



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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Scale in Feet



ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749

EXCHANGE: CDFLIACO  
 SHEET: P3 OF P9  
 DATE: 03/29/2024



# Exhibit B

Item 57.



BLACK HAWK COUNTY  
SECTION 35  
T-89N R-14W

Page 04 of 08 (02/20/2024)  
2115 TECHNOLOGY PKWY,  
CEDAR FALLS, IA 50613  
JOB ID #707433044

STA 25+75 is the approximate location of storm sewer crossing from the basin to the west. Spot in field and adjust bore depths. -MT@CF

UNIT SUMMARY	
BHF(30X48X36)T	1
BM53F	1
BM2	1

Watermain crossing south of ROW jog, adjust bore depths after spotting and field verify depths. -MT@CF

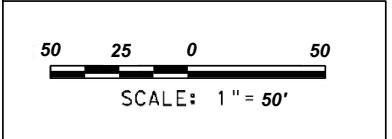
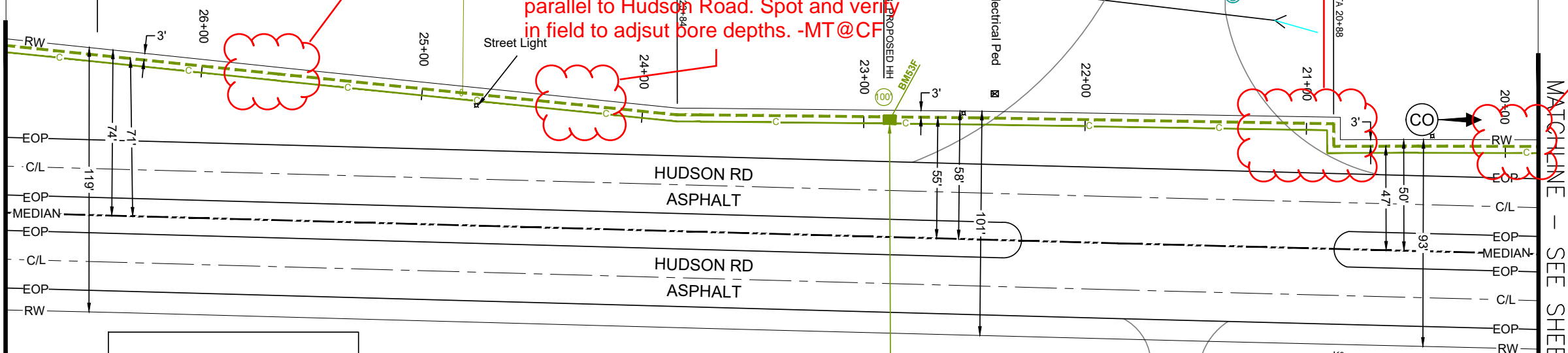
Hydrant 70'-0 north of ROW jog, adjust boring depth accordingly. -MT@CF

STA 24+30 is approximate location of watermain crossing from private to public parallel to Hudson Road. Spot and verify in field to adjust bore depths. -MT@CF

BORE & PLACE 2" INNERDUCT @ MIN 48"  
DEPTH PULL 48 WS FOC & TRACEWIRE  
WITHIN FOR MEASUREMENT REFER TO  
SHEET NO.01  
BFO481  
TBD,1-2  
XD,3-48

MATCHLINE - SEE SHEET 05

MATCHLINE - SEE SHEET 03



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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PLACE A NEW HH & LEAVE 100' LOOP.  
BHF(30X48X36)T-1  
BM2-1  
BM53F-1  
STEN:33044/01  
LAT:42.478180  
LONG:-92.465600

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL & HORIZONTAL) FROM EXISTING UTILITIES

NOTE: FOR ALL RIGHT OF WAY AND PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF 48"

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



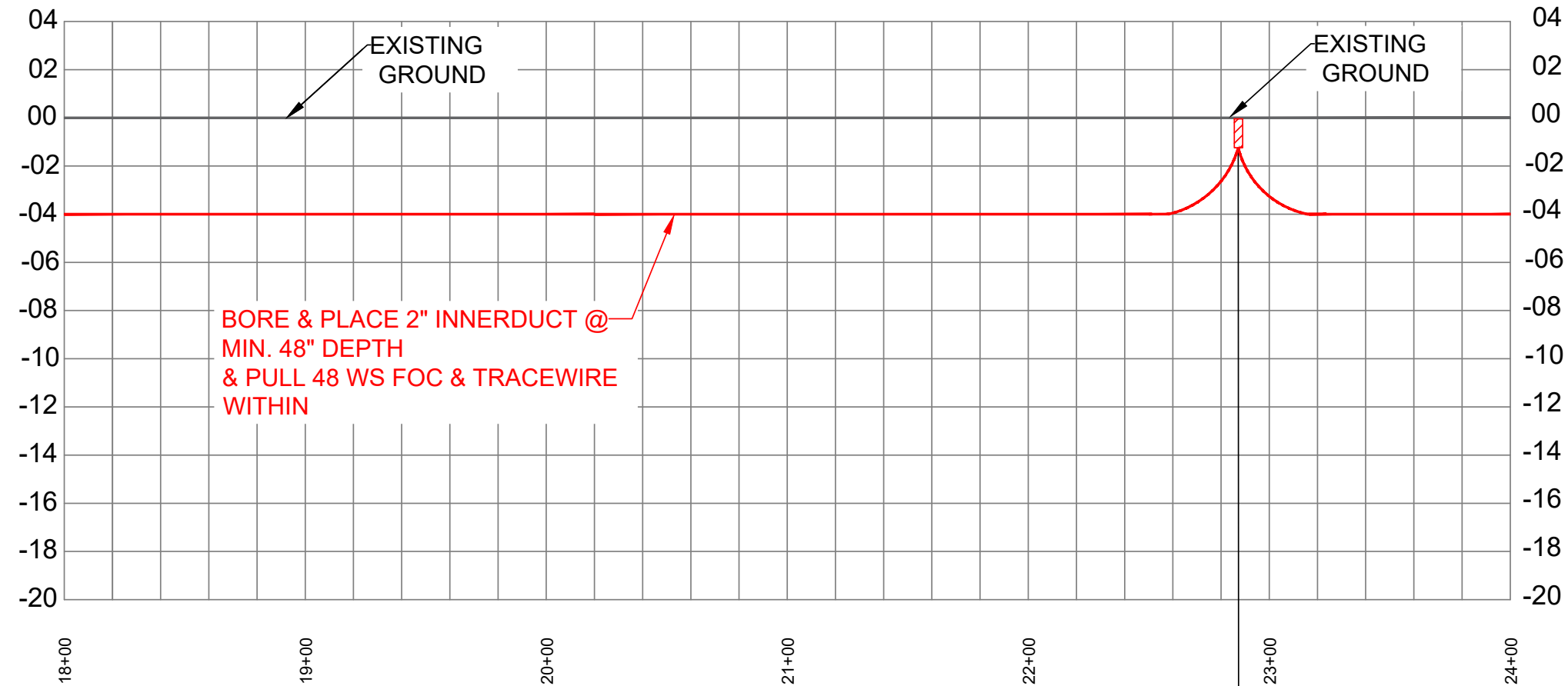
ENGINEER: WINDSTREAM  
JOSEPH GOODHUE  
FIELD ENGINEER: PEARCE SERVICES  
TROY OZBUN  
DRAWN BY: PEARCE SERVICES  
PRABHAT SINGH

PROJECT: 707433044  
PROJECT TITLE: 23CW348749  
EXCHANGE: CDFLIACO  
SHEET: 04 OF 08  
DATE: 03/29/2024



NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.

PROFILE:4



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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 D) TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS  
 E) TWENTY FOUR (24") INCHES MIN. BELOW PUBLIC STORM SEWERS, PUBLIC CULVERTS AND/OR PUBLIC WATERWAY FLOW LINE(S) BEING CROSSED, AND  
 F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.

STA:22+88  
 PROPOSED HH



Scale in Feet

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

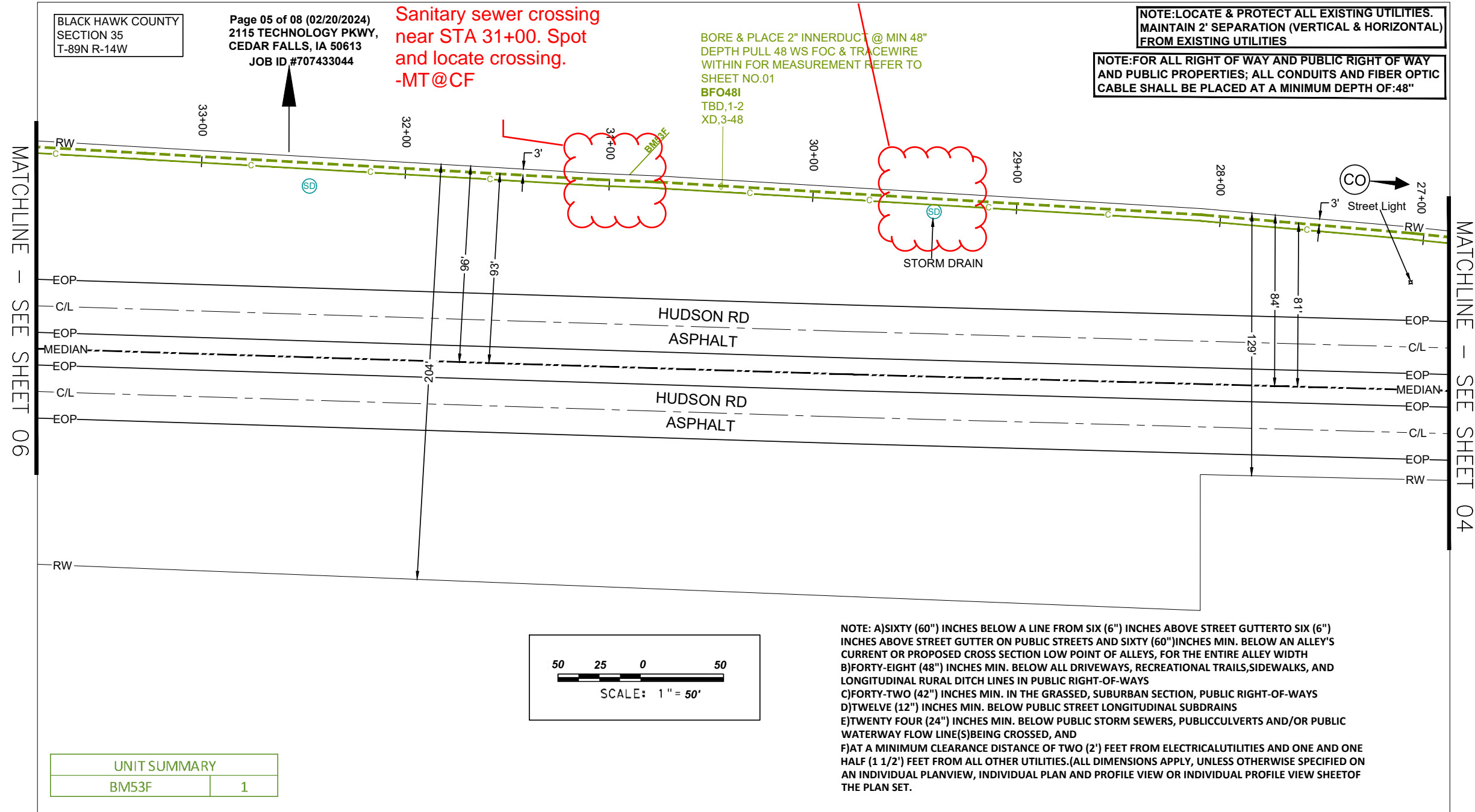
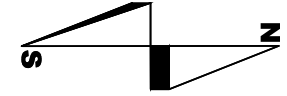
PROJECT: 707433044  
 PROJECT TITLE: 23CW348749

EXCHANGE: CDFLIACO  
 SHEET: P4 OF P9  
 DATE: 03/29/2024



# Exhibit B

Contractor to be advised storm sewer and watermain both parallel Hudson Road south of this point. Spot and maintain separation from utilities. -MT@CF



ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: WINDSTREAM  
JOSEPH GOODHUE  
FIELD ENGINEER: PEARCE SERVICES  
TROY OZBUN  
DRAWN BY: PEARCE SERVICES  
PRABHAT SINGH

PROJECT: 707433044  
PROJECT TITLE: 23CW348749

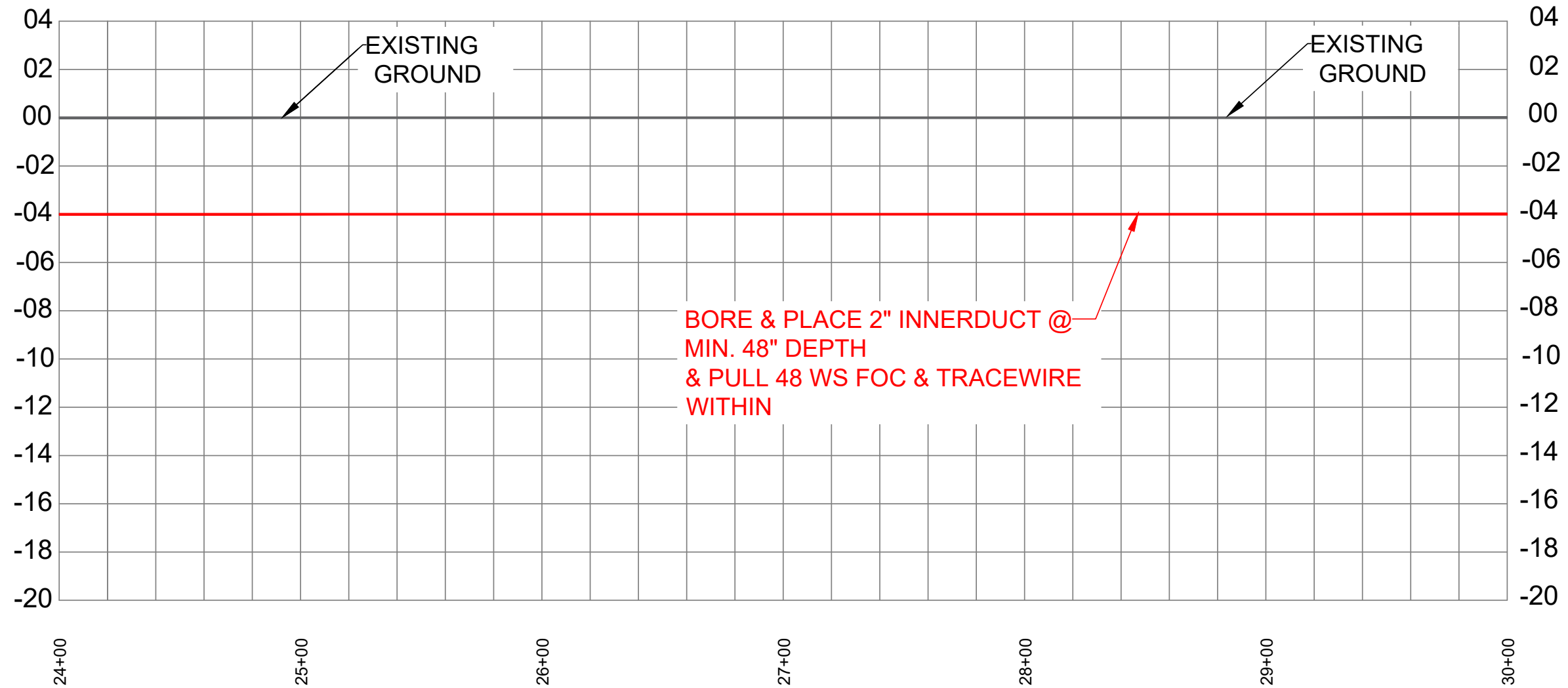
EXCHANGE: CDFLIACO  
SHEET: 05 OF 08  
DATE: 03/29/2024





NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.

PROFILE:5



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
 B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
 C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
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Scale in Feet



ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

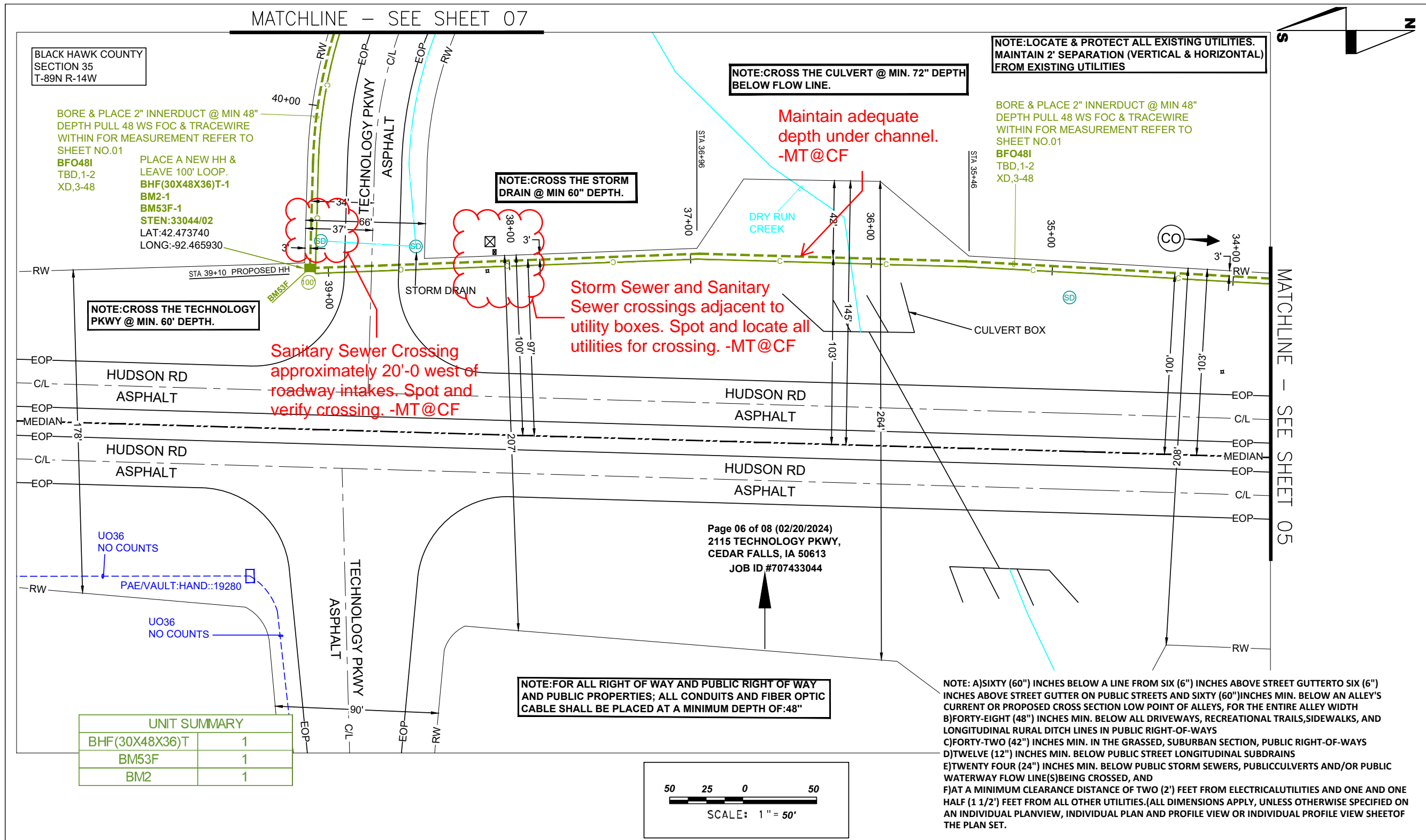
PROJECT: 707433044  
 PROJECT TITLE: 23CW348749

EXCHANGE: CDFLIACO  
 SHEET: P5 OF P9  
 DATE: 03/29/2024



# Exhibit B

Item 57.



ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



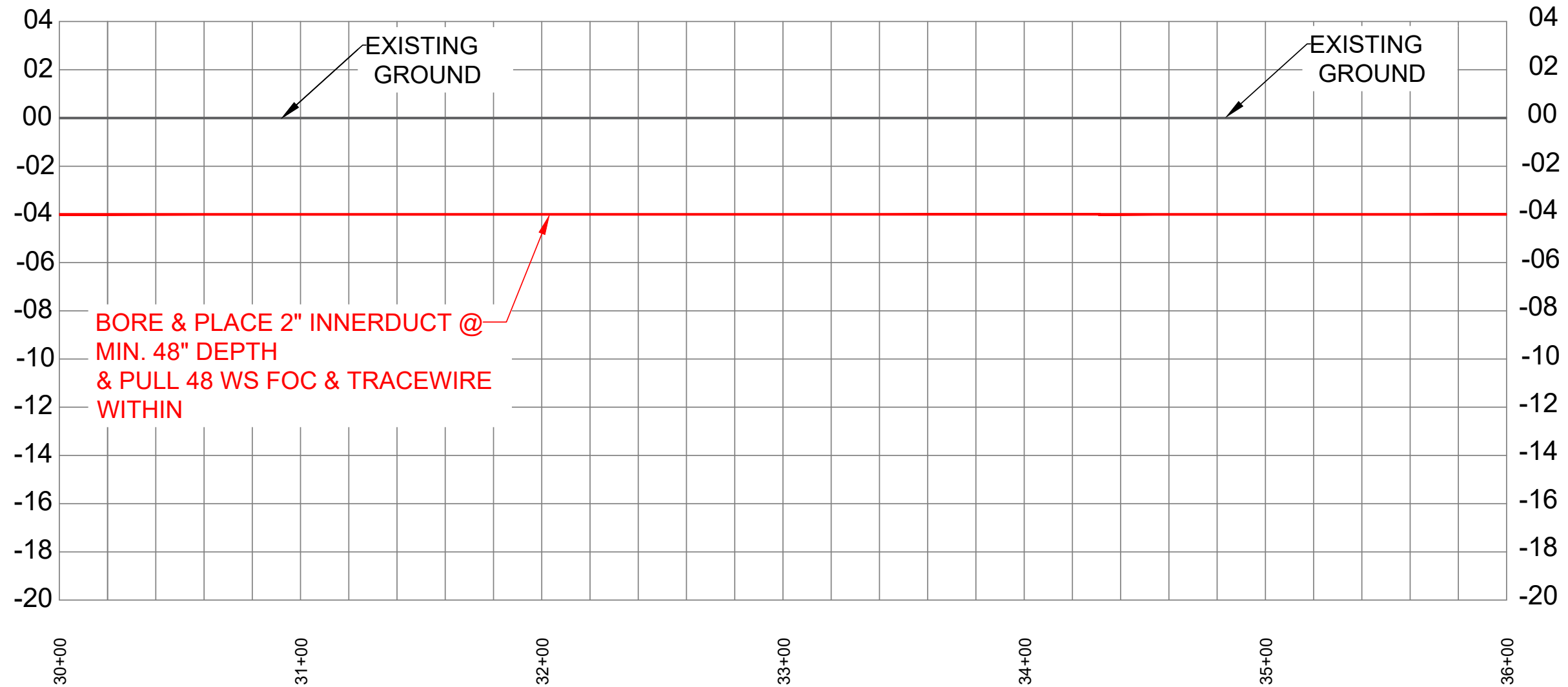
ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: 06 OF 08  
 DATE: 03/29/2024



**NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.**

**PROFILE:6**



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
 B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
 C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
 D) TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS  
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 F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.

Scale in Feet



ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

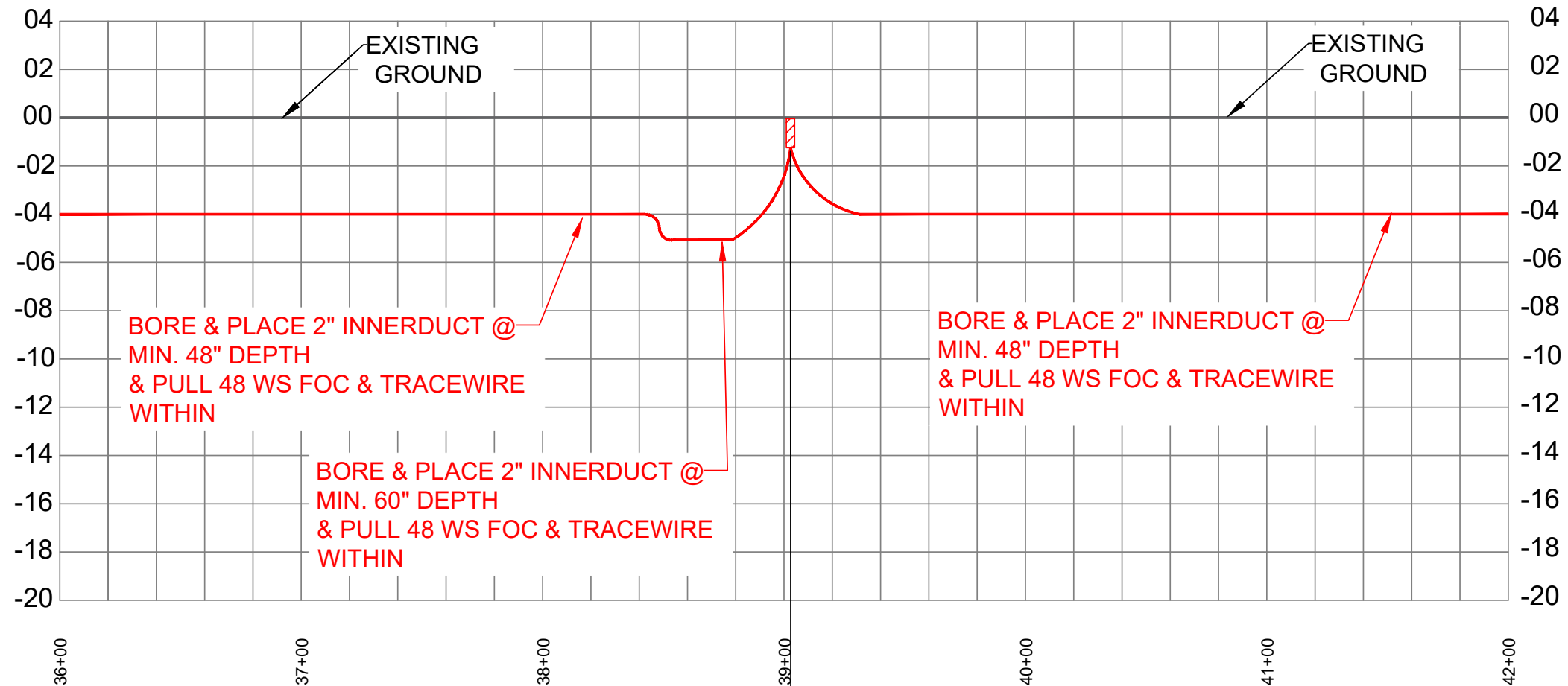
PROJECT: 707433044  
 PROJECT TITLE: 23CW348749

EXCHANGE: CDFLIACO  
 SHEET: P6 OF P9  
 DATE: 03/29/2024



NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.

PROFILE:7



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
 B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
 C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
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 F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.



Scale in Feet

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749

EXCHANGE: CDFLIACO  
 SHEET: P7 OF P9  
 DATE: 03/29/2024



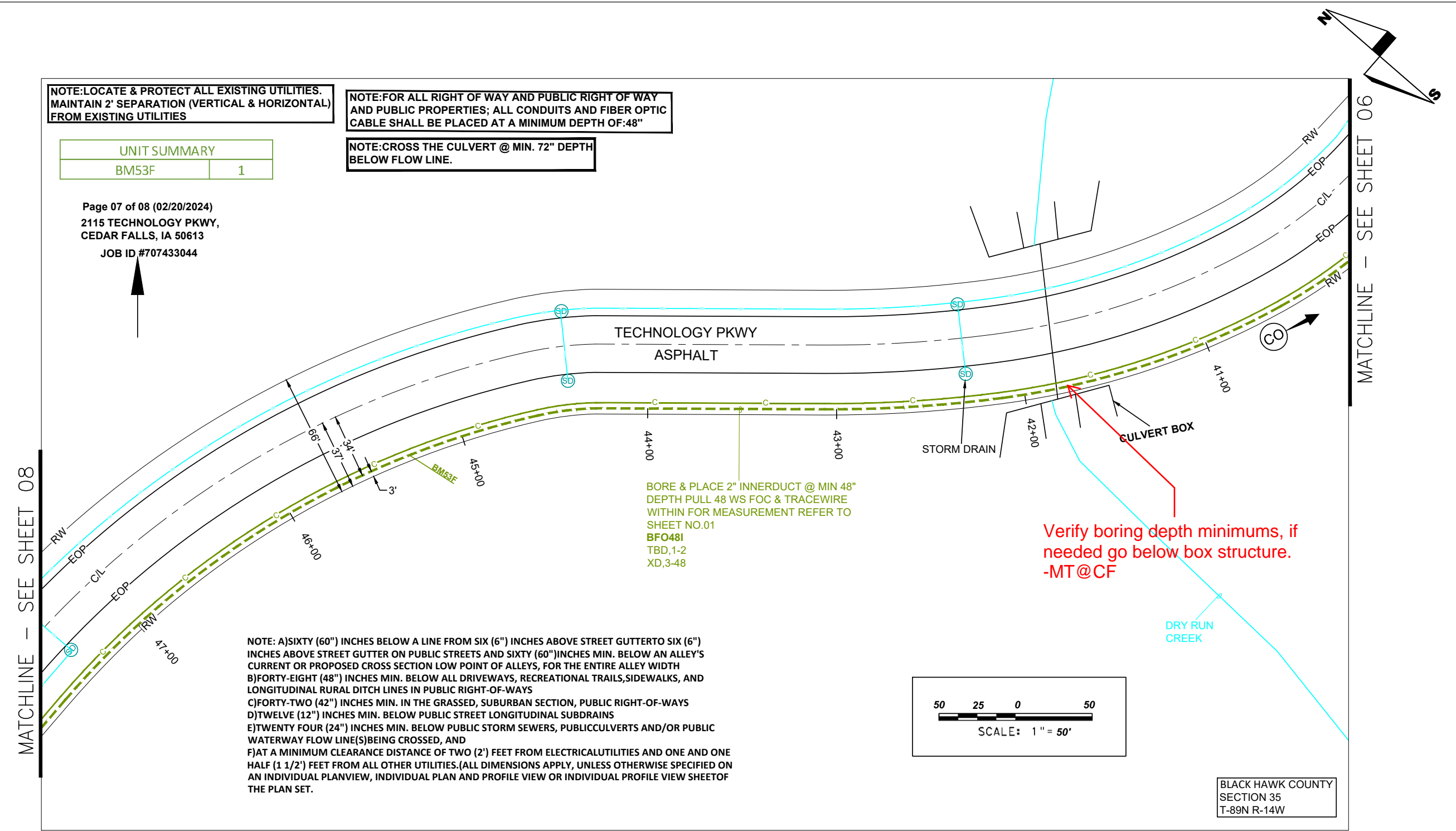
**NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL & HORIZONTAL) FROM EXISTING UTILITIES**

**NOTE: FOR ALL RIGHT OF WAY AND PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF: 48"**

**NOTE: CROSS THE CULVERT @ MIN. 72" DEPTH BELOW FLOW LINE.**

UNIT SUMMARY	
BM53F	1

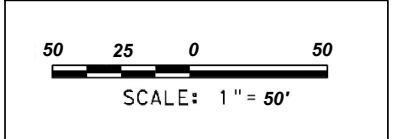
Page 07 of 08 (02/20/2024)  
 2115 TECHNOLOGY PKWY,  
 CEDAR FALLS, IA 50613  
 JOB ID #707433044



**NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH**  
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**C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS**  
**D) TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS**  
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**F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLAN VIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.**

BORE & PLACE 2" INNERDUCT @ MIN 48" DEPTH PULL 48 WS FOC & TRACEWIRE WITHIN FOR MEASUREMENT REFER TO SHEET NO.01  
**BFO48I**  
 TBD, 1-2  
 XD, 3-48

Verify boring depth minimums, if needed go below box structure.  
 -MT@CF



BLACK HAWK COUNTY  
 SECTION 35  
 T-89N R-14W

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



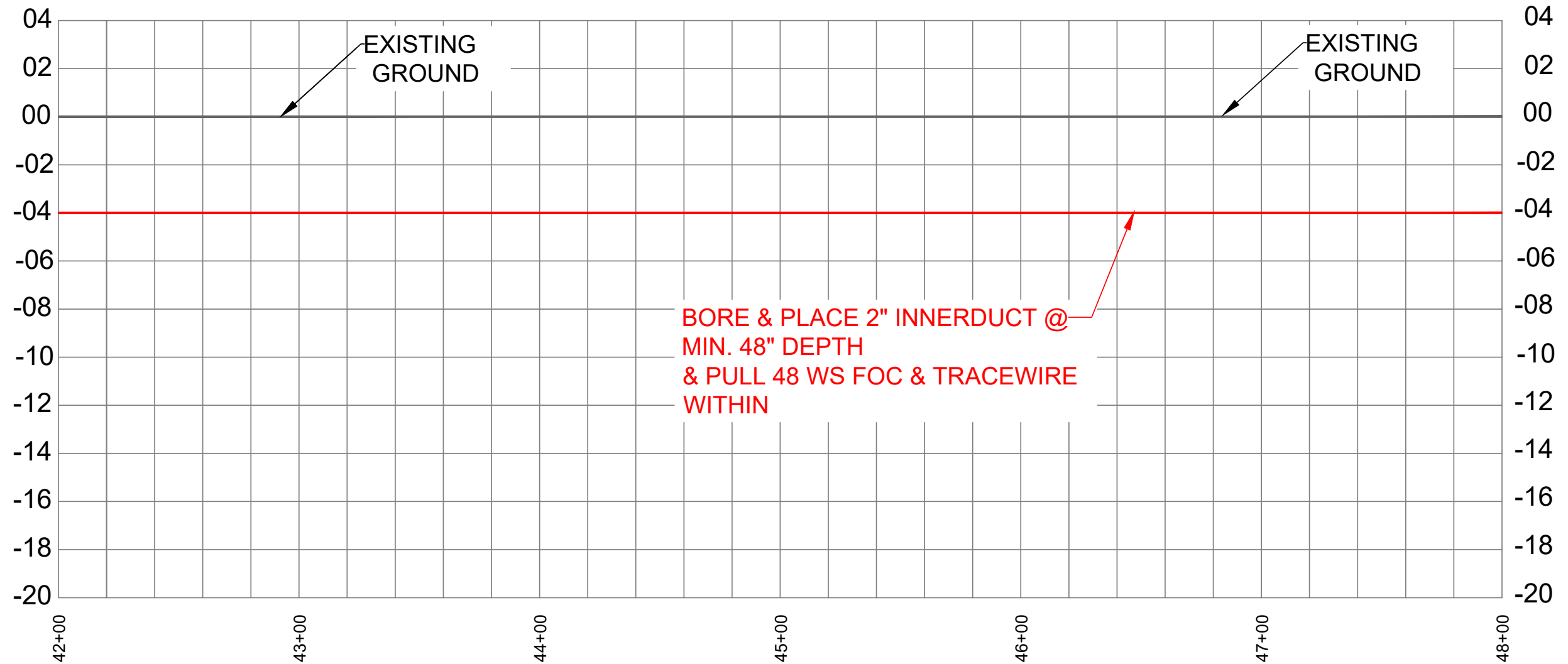
ENGINEER: **WINDSTREAM**  
 JOSEPH GOODHUE  
 FIELD ENGINEER: **PEARCE SERVICES**  
 TROY OZBUN  
 DRAWN BY: **PEARCE SERVICES**  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: 07 OF 08  
 DATE: 03/29/2024



**NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.**

**PROFILE:8**



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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 F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.

Scale in Feet



ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



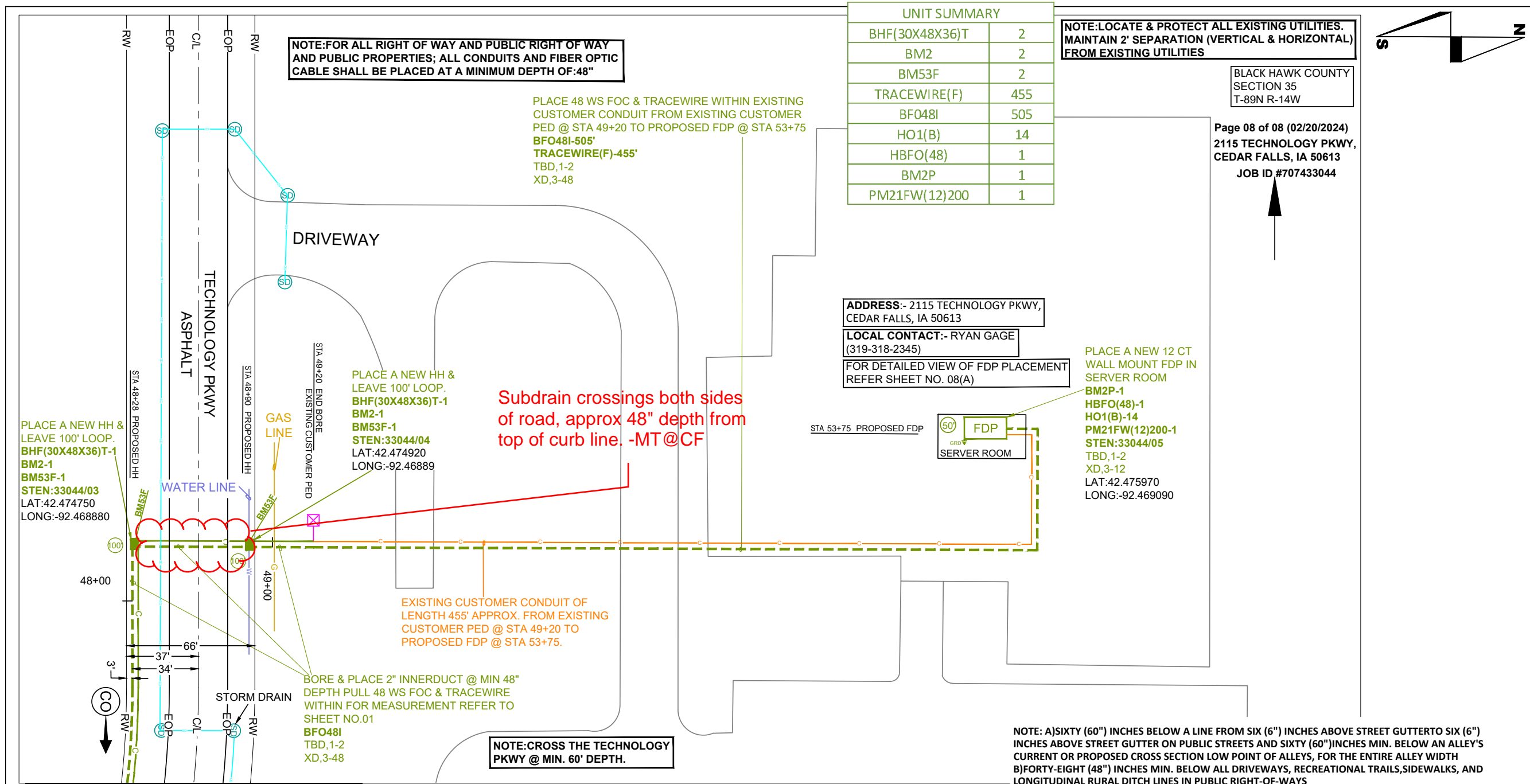
ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: P8 OF P9  
 DATE: 03/29/2024



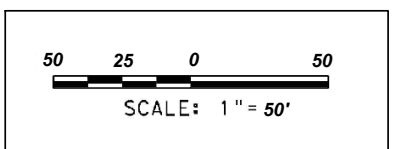
# Exhibit B

Item 57.



UNIT SUMMARY	
BHF(30X48X36)T	2
BM2	2
BM53F	2
TRACEWIRE(F)	455
BFO48I	505
HO1(B)	14
HBFO(48)	1
BM2P	1
PM21FW(12)200	1

MATCHLINE - SEE SHEET 07



**NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH**  
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**F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.**

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



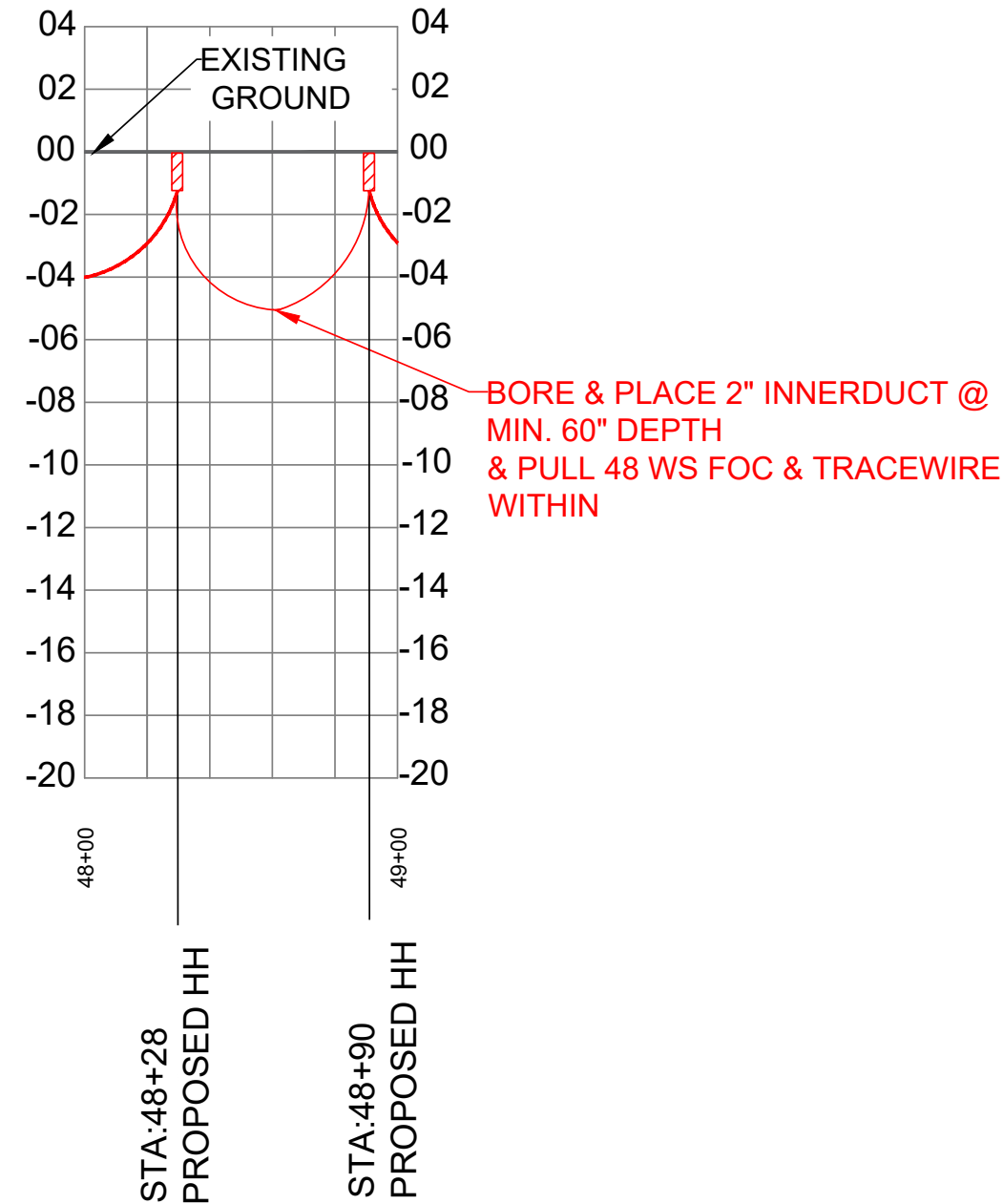
ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: 08 OF 08  
 DATE: 03/29/2024



NOTE : MINIMUM 24" CLEARANCE FROM EXISTING UTILITIES.

PROFILE:9



NOTE: A)SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60")INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
 B)FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
 C)FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
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 F)AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES.(ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.



Scale in Feet

ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- NO  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



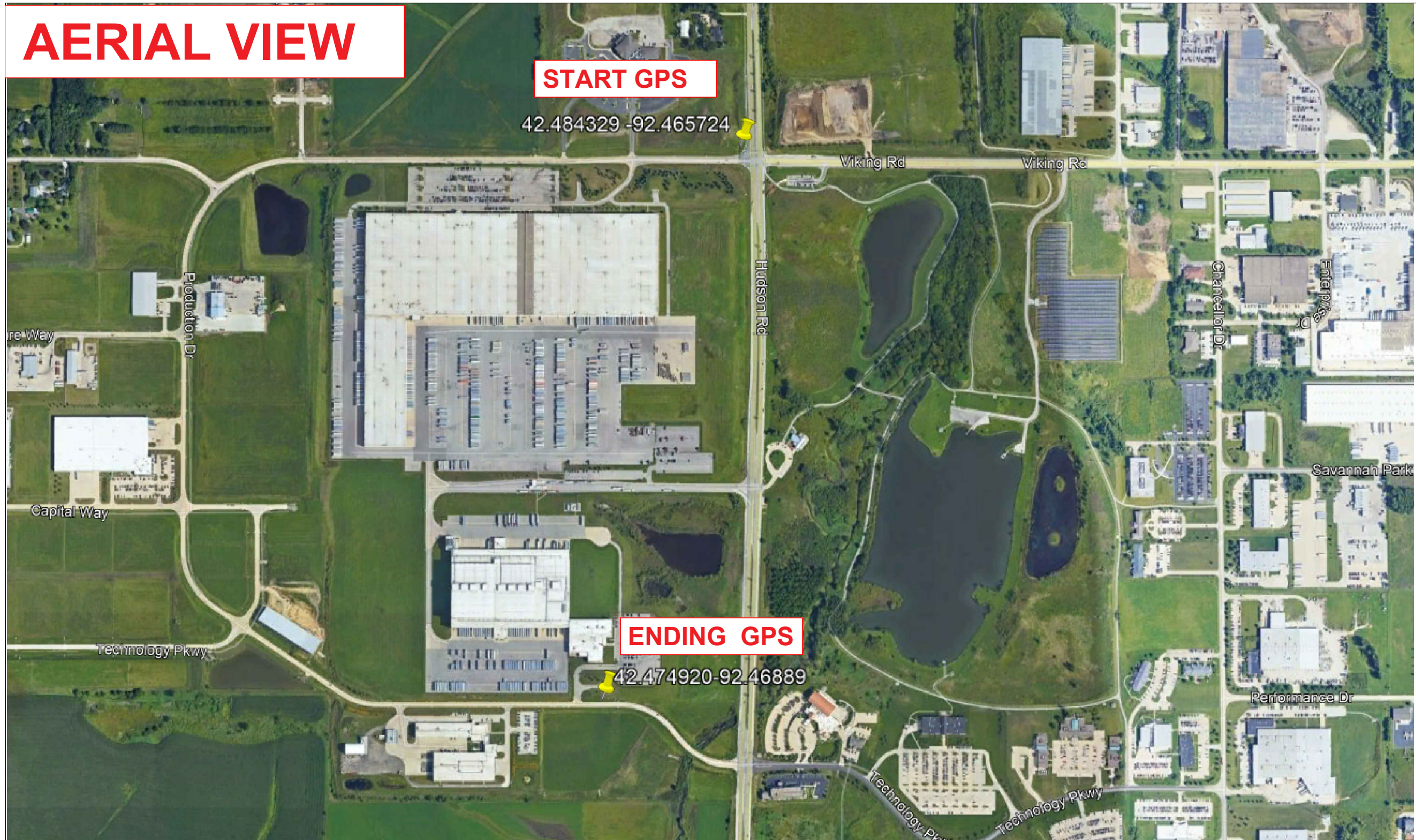
ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: P9 OF P9  
 DATE: 03/29/2024





# AERIAL VIEW



ADDRESS:- 2115 TECHNOLOGY PKWY, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 PRABHAT SINGH

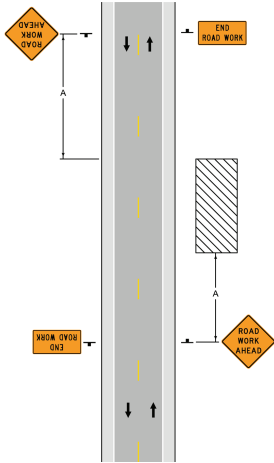
PROJECT: 707433044  
 PROJECT TITLE: 23CW348749  
 EXCHANGE: CDFLIACO  
 SHEET: SV OF SV  
 DATE: 03/29/2024



SCALE: 1:50

# Exhibit B

Item 57.



26

746

**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](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** Fiber Optic License Agreement  
Windstream Intellectual Property Services, LLC  
W. Viking Road

Enclosed is a proposed License Agreement between the City of Cedar Falls and Windstream Intellectual Property Services, LLC to install an additional long-distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend and upgrade services owned by Windstream intellectual Property Services, LLC along W. Viking Road.

The City of Cedar Falls has entered into previous license agreements with Windstream Intellectual Property Services, LLC. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division of the Public Works Department recommends your approval of this proposed License Agreement.

xc: David Wicke, PE, City Engineer  
Chase Schrage, Director of Public Works  
Lisa Roeding, Controller/City Treasurer

Prepared by: Matthew Tolan, 220 Clay St., Cedar Falls, IA 50613, (319) 273-8600

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Windstream Intellectual Property Services, LLC., whose address is 1720 Galleria Boulevard, Charlotte, NC 28270, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

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

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting at new handhole at the approximate latitude of 42.483893 and longitude of -92.450106 in the public right of way of Viking Road extending northerly across Viking Road to a new hand hold located at the approximate latitude of 42.484196 and longitude of -92.450109 then extending west along the northerly right of way boundary of Viking road approximately five thousand nine hundred and fifty feet (5,950') to a new handhole at the approximate latitude of 42.484284 and longitude of -92.472084 then extending southerly to a new handhole at the approximate latitude of 42.484021 and longitude of -92.472087 then connecting there adjacent to the an existing customer handhole on West Viking Road in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route

consists of approximately 6,164 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one (1) two (2") inch High Density Polyethylene ("HDPE") with forty-eight (48) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 7<sup>th</sup> day of May, 2024, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$374.71 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license

fee in the amount of \$37.47 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1<sup>st</sup> of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance

is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Public Works Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to

amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.



13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not

place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. **Liability, Indemnification and Insurance.** The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. **Severability.** In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. **Assignment.** Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which

Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Public Works Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

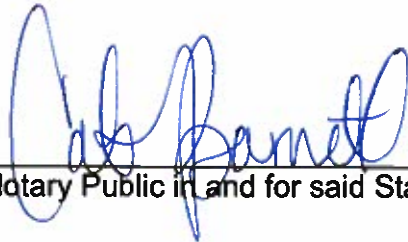
27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
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If to Licensee:	Windstream Intellectual Property Services, LLC. 1720 Galleria Boulevard Charlotte, NC 28270
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28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of



  
Notary Public in and for said State

My Commission Expires:  
5-1-33

STATE OF IOWA                    )  
  )  
COUNTY OF BLACK HAWK        )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Daniel Laudick, as Mayor, and Kim Kerr, CMC, as City Clerk, of the City of Cedar  
Falls, Iowa, an Iowa municipality.

\_\_\_\_\_  
Notary Public in and for said State

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A****TEXT DESCRIPTION OF ALIGNMENT FOR Windstream Intellectual Property Services, LLC. FIBER OPTIC CABLE INSTALLATION IN CEDAR FALLS**

The facility shall consist of two (2") inch diameter High-Density Polyethylene (HDPE) duct with 48 count fiber cable installed at minimum depths of: forty-eight (48") inches below ground surface.

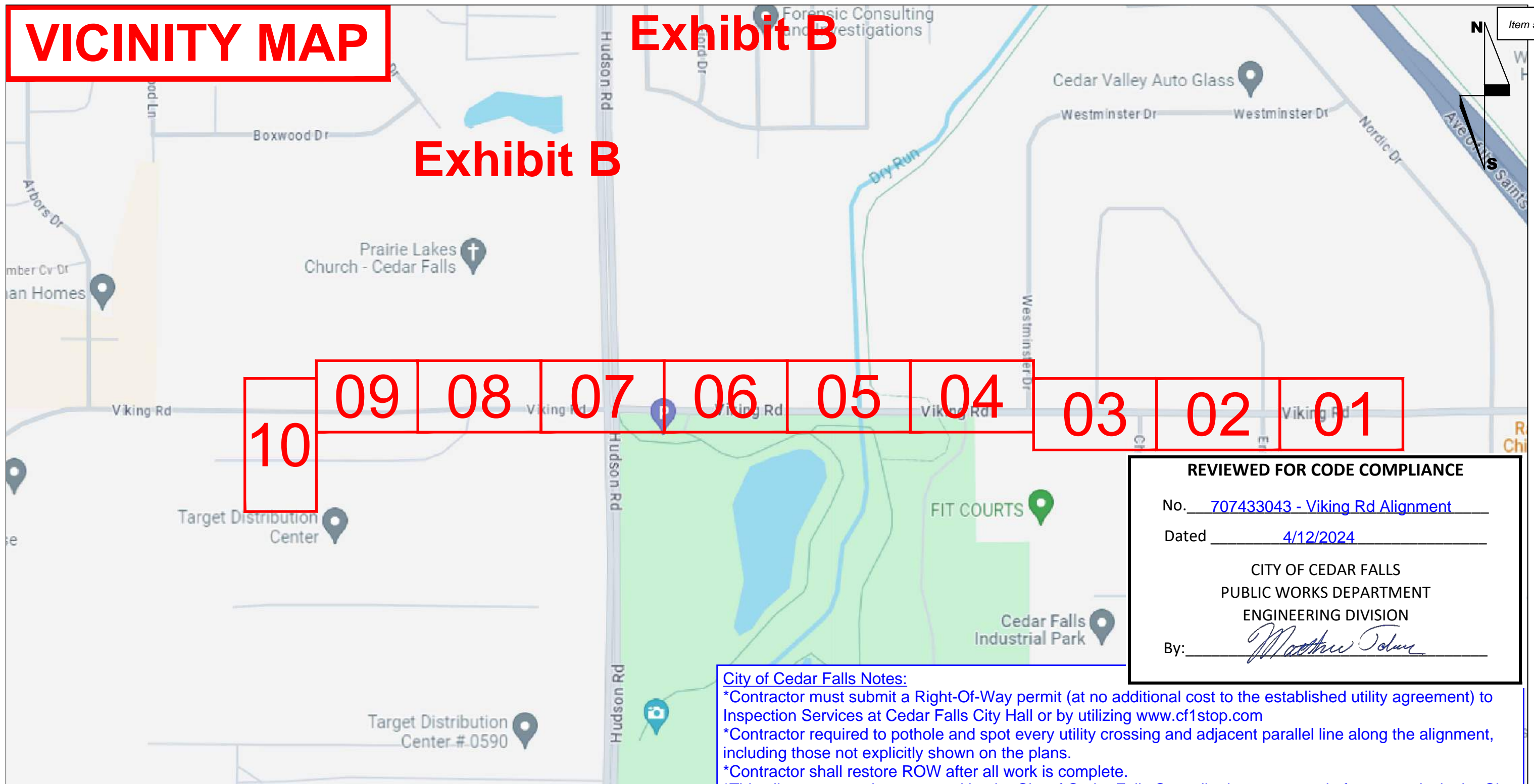
In general terms, within the right-of-way of Viking Rd Road and more particularly described as follows:

THIS PROJECT IS TO PLACE CABLE IN THE ROW VIKING RD UNDER THE LIMITS OF THE CITY OF CEDER FALLS STARTING AT EXISTING FACILITY LOCATED AT GPS: 42.483896 , -92.450090 AND ENDS AT GPS: 42.484022, -92.472062 PLACEMENT WILL BE DONE THROUGH 6164' BORING & PLACE 2" INNERDUCT PULL 48 WS FOC WITHIN ALSO 7' OPEN TRENCHING & PLACE 2" INNERDUCT PULL 48 WS FOC WITHIN ALSO SPLICE NEW 48 WS FOC WITH EXISTING UTILITIES FOC & PLACING 6 NEW HANDHOLES (30"X48"X36")

# VICINITY MAP

# Exhibit B

# Exhibit B



**REVIEWED FOR CODE COMPLIANCE**  
 No. 707433043 - Viking Rd Alignment  
 Dated 4/12/2024  
 CITY OF CEDAR FALLS  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION  
 By: *Matthew Tolme*

**City of Cedar Falls Notes:**  
 \*Contractor must submit a Right-Of-Way permit (at no additional cost to the established utility agreement) to Inspection Services at Cedar Falls City Hall or by utilizing [www.cf1stop.com](http://www.cf1stop.com)  
 \*Contractor required to pothole and spot every utility crossing and adjacent parallel line along the alignment, including those not explicitly shown on the plans.  
 \*Contractor shall restore ROW after all work is complete.  
 \*This alignment requires approval by the City of Cedar Falls Council prior to approval of any permits in the City of Cedar Falls and prior to start of construction.  
 \*See associated comments in the planset made for reference. Contractor to adjust placement in field to avoid other utility conflicts. Call 811 for locates.

**LCON** : MELANIE GONZALES (720-549-2298)  
**SCOPE OF WORK** : BUILD UNDERGROUND FIBER FROM CUSTOMER PREM TO CFU SPLICEPOINT 42.48348 -92.44892. ADD CPED AT CORNER OF VIKING RD AND HUDSON RD TO SUPPORT TECHNOLOGY PKWY REQUEST.  
**CIRCUIT ID** : IA/KFGS/392866/ WXN /  
**PON** : NGMSS EB1161406NMG

**WINDSTREAM CONSTRUCTION MANAGER**  
 JOSEPH GOODHUE (515-321-4903)

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**  
 SCALE: NTS



**ENGINEER:** WINDSTREAM  
 JOSEPH GOODHUE  
**FIELD ENGINEER:** PEARCE SERVICES  
 TROY OZBUN  
**DRAWN BY:** PEARCE SERVICES  
 AAKASH KAMBOJ

**PROJECT:** 707433043  
**PROJECT TITLE:** 23CW348540  
**EXCHANGE:** CDFLIACO  
**SHEET:** VICINITY MAP  
**DATE:** 3/29/2024





LINETYPES		DESCRIPTION	GENERAL BLOCKS	
	<- AERIAL BURIED ->	EXISTING COPPER (WS)		PROPOSED HANDHOLE
	<- AERIAL BURIED ->	EXISTING FIBER (WS)		PROPOSED PED
	<- AERIAL BURIED ->	PROPOSED CABLE(WS)		EXISTING FIBER PED
		PROPOSED CONDUIT		REMOVE FIBER PED
		ABANDON CABLE		REMOVE COPPER PED
		EXISTING CONDUIT		EXISTING COPPER PED
		REMOVE CABLE		EXISTING HH
		CENTERLINE OR C/L		REMOVE EXISTING HH
		RIGHT OF WAY OR RW		EXISTING MANHOLE
		SIDEWALK OR SW		PROPOSED MANHOLE
		EDGE OF PAVEMENT OR EOP		PROPOSED PED (W/ GROUND)
		MEDIAN		PROPOSED BORE PIT
		SECTION LINE		CULVERT
		UTILITIES EASEMENT OR U/E		CATCH BASIN
		RAILROAD TRACKS		STORM MANHOLE
		EASEMENT		STORM GRATE
		PROPERTY LINE OR P/L		SANITARY MANHOLE
	(XXX COUNTY) (XXX CITY)	JURISDICTION BOUNDARY		GAS VALVE
	SAN	SANITARY SEWER		GAS METER
	W	WATER		FIRE HYDRANT
	SD	STORM DRAIN		WATER METER
	G	GAS		WATER VALVE
	FM	FORCE MAIN		WATER MANHOLE
	FL	FLOW LINE		DRIVEWAY
		FENCE		TREE
		PROPOSED CONDUIT ON PROFILE		SHRUBS/BUSHES
				POLE
				AERIAL SPLICE POINT
				SPAN FOOTAGE
				BUILDING TERMINAL
				CABLE CUT MARK
				REMOVE/ABANDON
				CROSS CONNECT CABINET
				PROPOSED FDP
				EXISTING FDP
				MARKER - COPPER
				MARKER - FIBER
				GROUND ROD
				CO DIRECTION
				STATION POINT
				RAIL ROAD MILE POST
				MILE POST
				PROPOSED ANCHOR & GUY
				REMOVE ANCHOR & GUY
				AERIAL TERMINAL
				DSLAM
				LOOP/ SLACK COIL
				OVERLASH
				PROPOSED CWDM
				EXISTING CWDM

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**  
 SCALE: NTS



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: L  
 DATE: 3/29/2024



NOTE:THE CONTRACTOR SHALL COMPLY WITH ALL "WINDSTREAM" POLICIES AND PROCEDURES AND ALL REQUIREMENTS FROM LOCAL PERMITTING AUTHORITIES. THE VARIOUS PERMITS OBTAINED FOR THE PROJECT WILL BE ON FILE IN THE OFFICE OF THE "WINDSTREAM" ENGINEER AND A CITY OF CEDAR FALLS, CITY STAMPED "APPROVAL TO CONSTRUCT" AND SIGNED BY AN AUTHORIZED PERSON W/ THE CEDAR FALLS ENGINEERING DIVISION, COPY SHALL BE AVAILABLE, AT ALL TIMES, AT THE CONSTRUCTION SITE. NO CONSTRUCTION, EXCAVATION OR IMPROVEMENT(S) OF ANY KIND SHALL BEGIN ON THE SURFACE, IN THE SUBSURFACE OR ABOVE THE SURFACE WITHOUT A SIGNED PERMIT FROM THE GOVERNING PERMIT AUTHORITY OR AUTHORITIES..

NOTE:CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT, WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL (AND ACCEPTABLE).

NOTE:MISCELLANEOUS STRUCTURES AND OBSTRUCTIONS SUCH AS SIGN POSTS, MAIL BOXES, METER BOXES, ETC., SHALL BE AVOIDED OR REMOVED AND REINSTALLED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL

NOTE:THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR THE MAINTENANCE OF STREETS AND OTHER UTILITIES AFFECTED BY CONSTRUCTION OPERATIONS. DEBRIS SHALL NOT BE PERMITTED TO ACCUMULATE AND ALL PREMISES SHALL BE MAINTAINED IN A NEAT AND WORKMANLIKE CONDITION. THE CITY ENGINEER OF THE CITY OF CEDAR FALLS WILL REVIEW ALL PROPOSED DISPOSAL SITES, PRIOR TO THEIR USE, TO DETERMINE ACCEPTABILITY.

NOTE:THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT EXISTING FACILITIES, SIDEWALKS, CURBS, PAVEMENTS, UTILITIES, FOLIAGE AND ADJOINING PROPERTY AND STRUCTURES OUTSIDE OF THE RIGHT-OF-WAY AND TO AVOID DAMAGE THERETO.

NOTE:THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:  
A. THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.  
B. DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.  
C. IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES, AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).

NOTE:WHERE HAZARDOUS CONDITIONS EXIST, PROPER SIGNING, FLAGGING, AND BARRICADING SHALL BE PROVIDED AS DIRECTED BY THE "company name" ENGINEER AND/OR THE CEDAR FALLS CITY ENGINEERING DIVISION. SUPPLEMENTAL SIGNS, FLAG PERSON(S), AND BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED, AT ANY TIME, OR OPEN OVERNIGHT

NOTE:TRENCHES IN PAVED AREAS SHALL BE SAW CUT TO THE FULL DEPTH OF THE PAVEMENT AS REQUIRED BY THE PERMITTING AUTHORITY. PAVED SURFACES SHALL BE REPAIRED IN ACCORDANCE WITH THE PERMITTING AUTHORITY'S SPECIFICATIONS, CURRENT IOWA (SUDAS) STATEWIDE URBAN DESIGN AND SPECIFICATIONS AND THE CURRENT CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THE IOWA (SUDAS) STATEWIDE URBAN DESIGN AND SPECIFICATIONS

NOTE:THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND PROPER MATERIAL HANDLING DURING THE CONSTRUCTION, INSTALLATION, AND/OR RESTORATIONS ON THIS PROJECT

NOTE:RIGHT OF WAY RESTORATION AND STREET/SIDEWALK REPAIR/REPLACEMENT SHALL BE IN COMPLIANCE WITH THE LOCAL PERMITTING AUTHORITY. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL.

NOTE:FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF:  
A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH.  
B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS,  
C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS.  
D) TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS.  
E)  
F) TWENTY-FOUR (24") INCHES MIN. BELOW PUBLIC STORM SEWERS, PUBLIC CULVERTS AND/OR PUBLIC WATERWAY FLOW LINE(S)BEING CROSSED.  
G) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLAN VIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.)

NOTE:FOR ALL DITCHLINES AND PRIVATE DRIVEWAYS, ALL CABLES SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES BELOW ALL DITCHLINES AND PRIVATE DRIVEWAYS.

NOTE:INNERDUCTS CONTAINING CABLE SHALL BE SEALED AT TERMINATION POINTS USING RUBBER PLUGS AND COMPRESSION BANDS. VACANT INNERDUCTS OR CONDUIT RUNS SHALL BE SEALED AT TERMINATION POINTS WITH RUBBER PLUGS EQUIPED WITH A PULL LINE ATTACHMENT RING ON WHICH TO TERMINATE THE PULL LINE. APPROPRIATE SEALANT COMPOUND SHALL BE USED TO SEAL ANY GAPS.

NOTE:WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT OR ANY OTHER INSTALLATION, A MARKER TAPE SHALL BE PLACED EIGHTEEN (18") INCHES BELOW EXISTING SURFACE OR BELOW PROPOSED FINISH GRADE WHICHEVER IS APPLICABLE, DIRECTLY IN VERTICAL LINE ABOVE THE FIBER OPTIC CABLE OR DUCT OR ANY OTHER INSTALLATION BEING PLACED AT THE MINIMUM DEPTH OF FORTY-TWO (42") INCHES."

NOTE:BRUSHING AND TRIMMING SHALL BE DONE AS REQUIRED. BRUSH, BRANCHES, AND REFUSE FROM CLEARING OPERATIONS SHALL BE IMMEDIATELY REMOVED FROM THE VICINITY OF THE RIGHT OF WAY.

NOTE:IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST FORTY-EIGHT (48 HRS.) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTOR SHALL CAREFULLY HAND DIG WITHIN THE TWENTY-FOUR (24") INCH SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.

NOTE:PERMIT AUTHORITIES AND UTILITIES:  
IOWA ONE-CALL (1-800-292-8989) (811 LOCAL ACCESS)  
CITY OF CEDAR FALLS (1.319-273-8600)  
MATTHEW TOLAN (1-319-268-5164)  
OR DAVID WICKE (1-319-268-5162)  
CEDAR FALLS UTILITIES (C.F.U) (1-319-266-1761)  
OTHER:  
COMPANY NAME: WINDSTREAM COMMUNICATION  
CONSTRUCTION COMPANY NAME: MP Nexlevel  
CONSTRUCTION SUPERVISOR: DAVID BERGFELD

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- NA  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



ENGINEER: WINDSTREAM JOSEPH GOODHUE  
FIELD ENGINEER: PEARCE SERVICES TROY OZBUN  
DRAWN BY: PEARCE SERVICES AAKASH KAMBOJ

PROJECT: 707433043  
PROJECT TITLE: 23CW348540  
EXCHANGE: CDFLIACO  
SHEET: NOTES DATE: 3/29/2024



**STANDARD DETAIL SHEET:**

- a) **TRENCH DETAIL - 42" MIN DEPTH IN GRASS, 48" MIN DEPTH UNDER EXISTING / FUTURE PRIVATE DRIVES, WALKS & TRAILS.**
- b) **BORE DETAIL - 42" MIN DEPTH IN GRASS, 48" MIN DEPTH UNDER EXISTING / FUTURE PRIVATE DRIVES, WALKS & TRAILS.**
- c) **MAINTAIN 24" MIN DEPTH BELOW STORM SEWER UNDERCROSSING TO AVOID THE CONFLICT.**

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

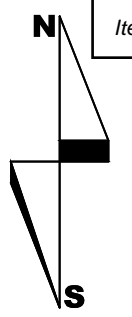
SCALE: 1:50



ENGINEER: **WINDSTREAM**  
 JOSEPH GOODHUE  
 FIELD ENGINEER: **PEARCE SERVICES**  
 TROY OZBUN  
 DRAWN BY: **PEARCE SERVICES**  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: S OF S  
 DATE: 3/29/2024





MATCHLINE - SEE SHEET 02

**BLACK HAWK COUNTY  
SECTION-25  
T-89N R-14W**

**NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES**

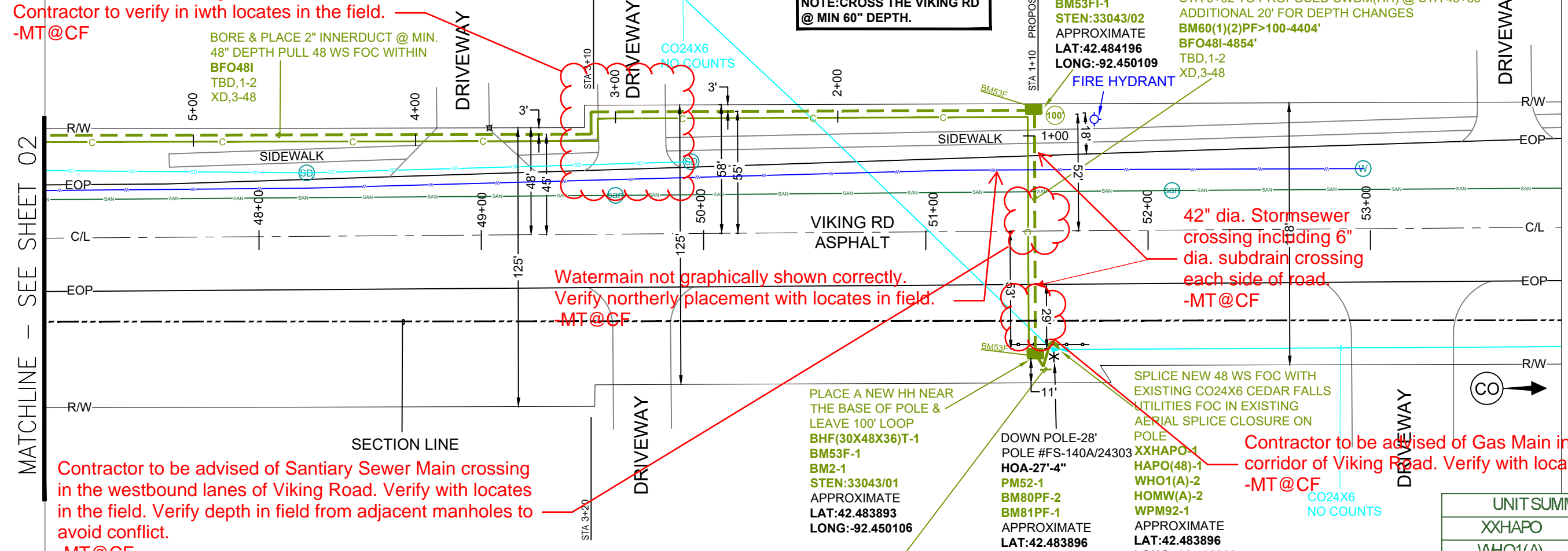
**NOTE: CROSS THE VIKING RD @ MIN 60" DEPTH.**

Watermain is transitioning to outside of ROW.  
Contractor to verify in iwth locates in the field.  
-MT@CF

BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH PULL 48 WS FOC WITHIN  
**BFO48I**  
TBD,1-2  
XD,3-48

PLACE A NEW HH & LEAVE 100' LOOP  
**BHF(30X48X36)T-1**  
**BM53F-1**  
**BM53FI-1**  
**STEN:33043/02**  
APPROXIMATE  
**LAT:42.484196**  
**LONG:-92.450109**  
**FIRE HYDRANT**

BORE & PLACE 2" INNERDUCT @ MIN. 60" DEPTH PULL 48 WS FOC WITHIN FROM PROPOSED HH @ STA 0+02 TO PROPOSED CWDM(HH) @ STA 43+86 ADDITIONAL 20' FOR DEPTH CHANGES  
**BM60(1)(2)PF>100-4404'**  
TBD,1-2  
XD,3-48



Watermain not graphically shown correctly.  
Verify northerly placement with locates in field.  
-MT@CF

42" dia. Stormsewer crossing including 6" dia. subdrain crossing each side of road.  
-MT@CF

Contractor to be advised of Santiary Sewer Main crossing in the westbound lanes of Viking Road. Verify with locates in the field. Verify depth in field from adjacent manholes to avoid conflict.  
-MT@CF

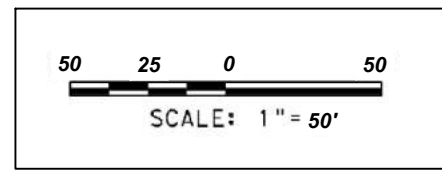
PLACE A NEW HH NEAR THE BASE OF POLE & LEAVE 100' LOOP  
**BHF(30X48X36)T-1**  
**BM53F-1**  
**BM2-1**  
**STEN:33043/01**  
APPROXIMATE  
**LAT:42.483893**  
**LONG:-92.450106**

DOWN POLE-28'  
POLE #FS-140A/24303  
**HOA-27'-4"**  
**PM52-1**  
**BM80PF-2**  
**BM81PF-1**  
APPROXIMATE  
**LAT:42.483896**  
**LONG:-92.450090**

SPLICE NEW 48 WS FOC WITH EXISTING CO24X6 CEDAR FALLS UTILITIES FOC IN EXISTING AERIAL SPLICE CLOSURE ON POLE  
**XXHAPO-1**  
**HAPO(48)-1**  
**WHO1(A)-2**  
**HOMW(A)-2**  
**WPM92-1**  
APPROXIMATE  
**LAT:42.483896**  
**LONG:-92.450090**

2' OPEN TRENCH & PLACE 2" INNERDUCT @ MIN. 36" DEPTH PULL 48 WS FOC WITHIN FROM EXISTING POLE @ STA 0+00 TO PROPOSED HH @ STA 0+02  
**BFOV(1)(2)T-2'**  
**BFO48I-30'**  
TBD,1-2  
XD,3-48

**BLACK HAWK COUNTY  
SECTION-36  
T-89N R-14W**



NOTE: A)SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60")INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
B)FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
C)FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
D)TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS  
E)TWENTY FOUR (24") INCHES MIN. BELOW PUBLIC STORM SEWERS, PUBLIC CULVERTS AND/OR PUBLIC WATERWAY FLOW LINE(S) BEING CROSSED, AND  
F)AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES.(ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.

UNIT SUMMARY	
XXHAPO	1
WHO1(A)	2
HOMW(A)	2
WPM92	1
PM52	1
BM80PF	2
BM81PF	1
BHF(30X48X36)T	2
BM53F	2
BM2	2
BM60(1)(2)PF>100	4404
BFO48I	4884
HAPO(48)	1
BFOV(1)(2)T	2

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



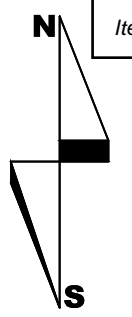
ENGINEER: **WINDSTREAM**  
JOSEPH GOODHUE  
FIELD ENGINEER: **PEARCE SERVICES**  
TROY OZBUN  
DRAWN BY: **PEARCE SERVICES**  
AAKASH KAMBOJ

PROJECT: 707433043  
PROJECT TITLE: 23CW348540  
EXCHANGE: CDFLIACO  
SHEET: 01 OF 10  
DATE: 3/29/2024



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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Item 58.



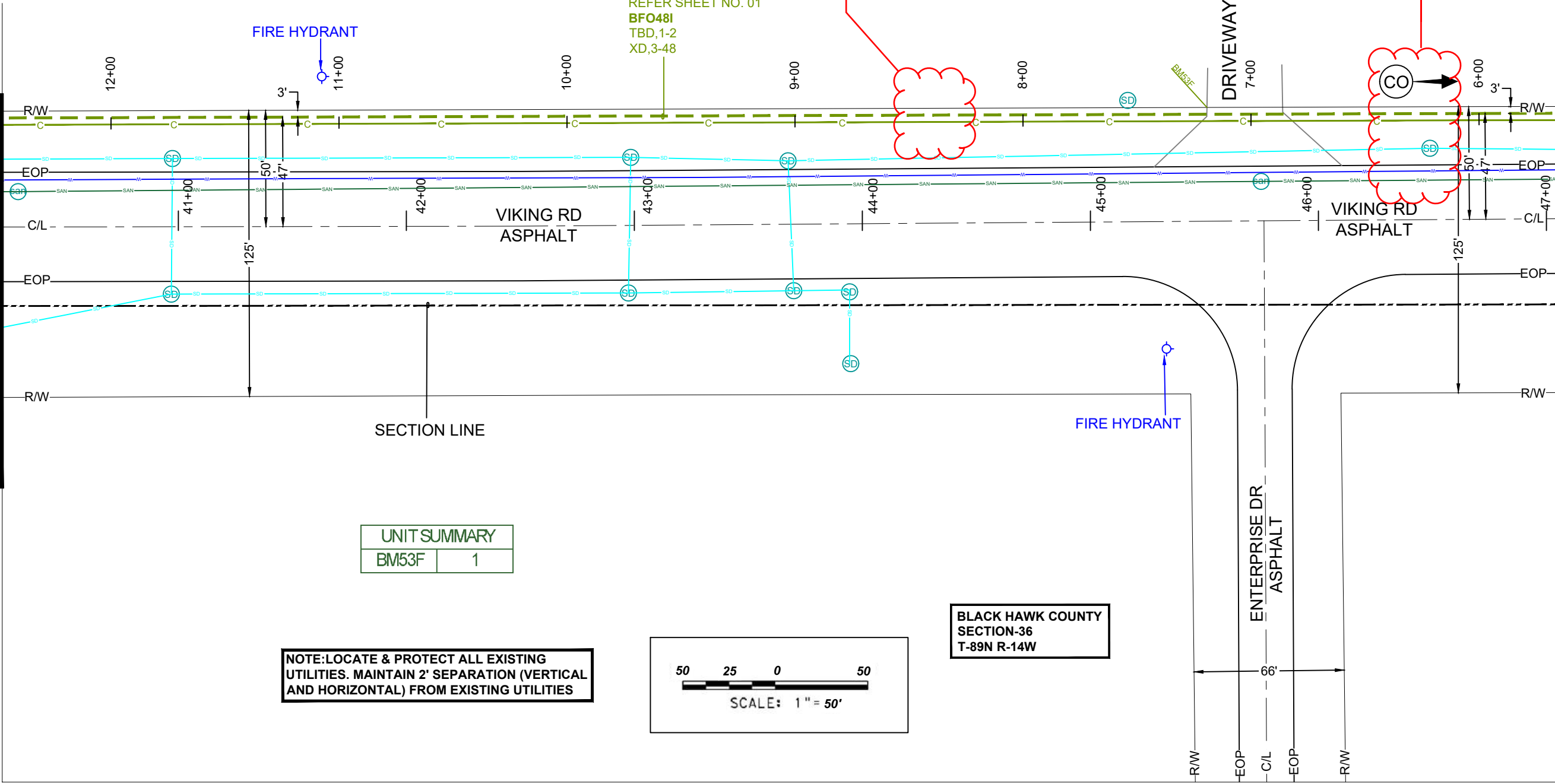
Possible water-service crossing near 8+40  
 -MT@CF

BLACK HAWK COUNTY  
 SECTION-25  
 T-89N R-14W

Private storm sewer crossing north of street intake. -MT@CF

BORE & PLACE 2" INNER DUCT @ MIN. 48" DEPTH  
 PULL 48 WS FOC WITHIN FOR MEASUREMENT  
 REFER SHEET NO. 01  
 BFO48I  
 TBD, 1-2  
 XD, 3-48

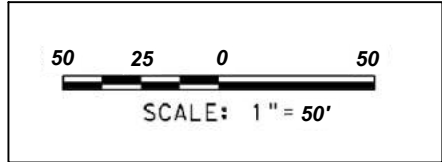
MATCHLINE - SEE SHEET 03



MATCHLINE - SEE SHEET 01

UNIT SUMMARY	
BM53F	1

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES



BLACK HAWK COUNTY  
 SECTION-36  
 T-89N R-14W

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

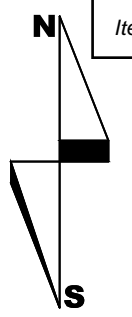
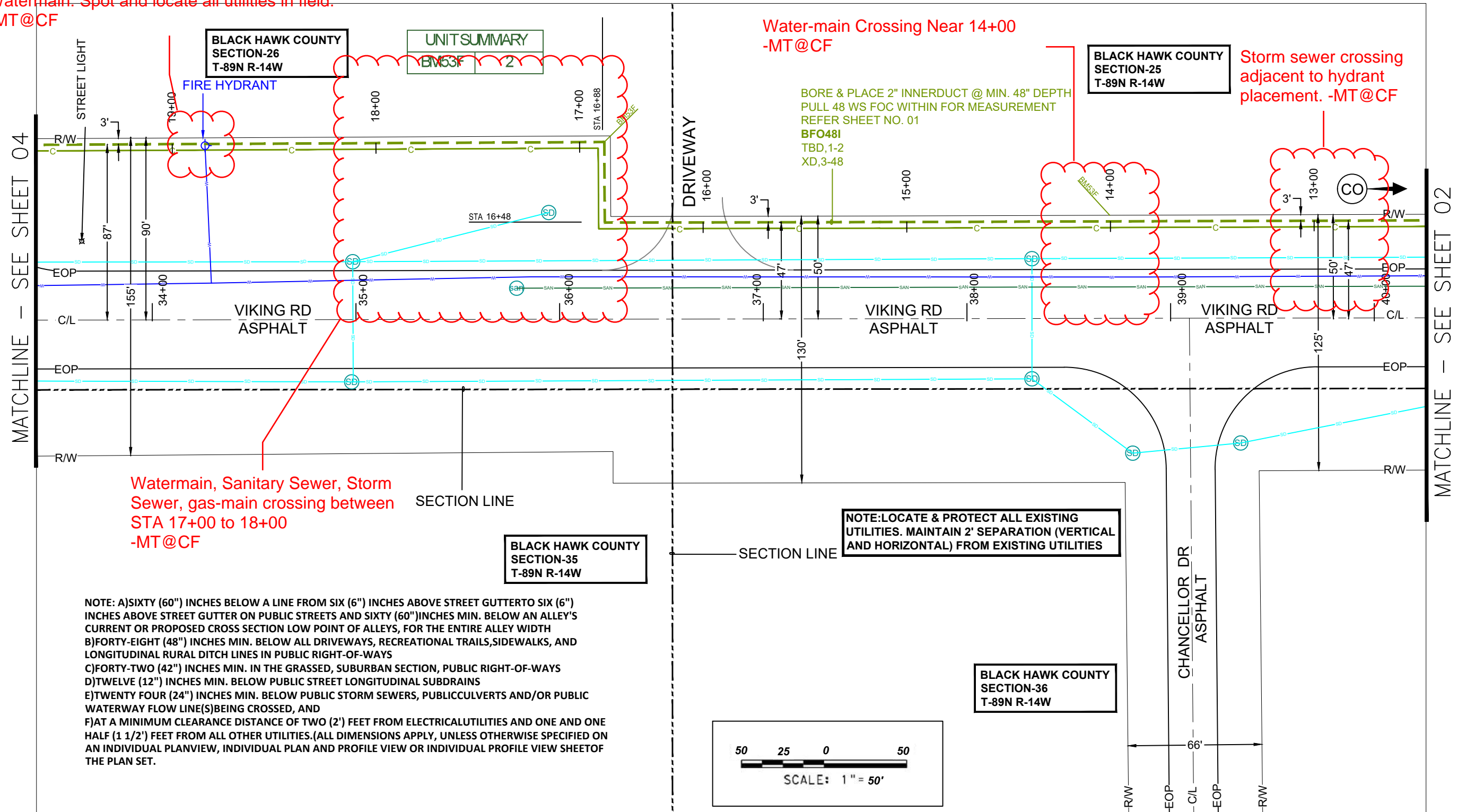
PROJECT: 707433043  
 PROJECT TITLE: 23CW348540

EXCHANGE: CDFLIACO  
 SHEET: 02 OF 10  
 DATE: 3/29/2024



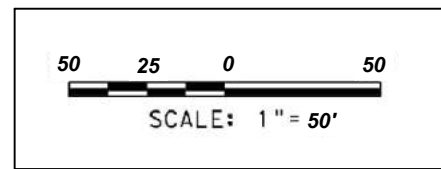
Proposed line parallels Gas Main and Watermain. Spot and locate all utilities in field.  
-MT@CF

Item 58.



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
 B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
 C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
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NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES



ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**  
 SCALE: 1:50



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: 03 OF 10  
 DATE: 3/29/2024



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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UNIT SUMMARY	
BM53F	2
BHF(30X48X36)T	1
BM53FI	1

NOTE: CROSS THE WESTMINSTER DR @ MIN 60" DEPTH.

Subdrain Crossing -MT@CF

Proposed line parallels Gas Main and Watermain. Spot and locate all utilities in field. -MT@CF

PLACE A NEW HH & LEAVE 100' LOOP  
 BHF(30X48X36)T-1  
 BM53F-1  
 BM2-1  
 STEN:33043/03  
 APPROXIMATE  
 LAT:42.484280  
 LONG:-92.457109

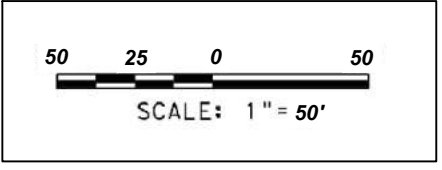
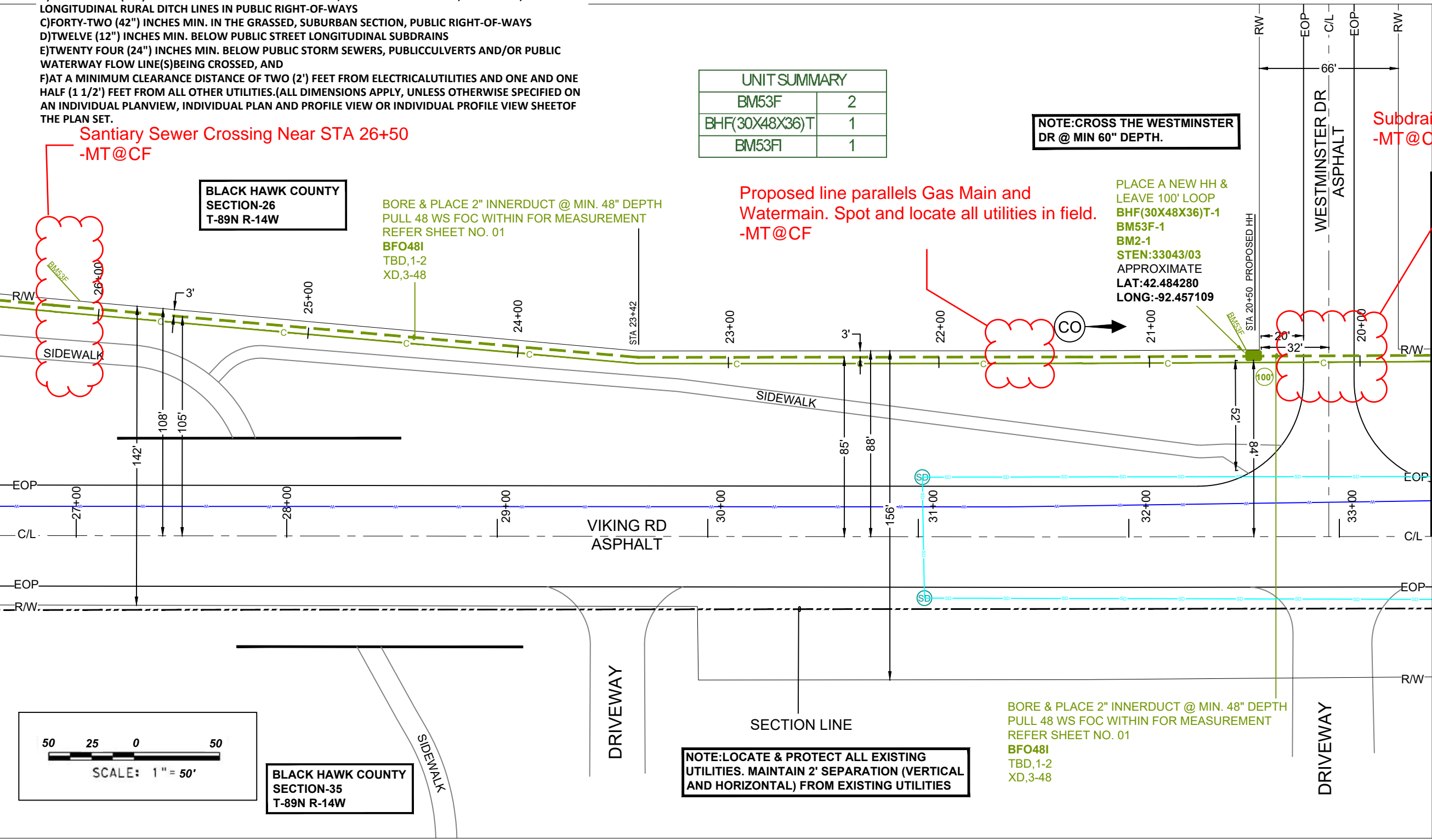
BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH  
 PULL 48 WS FOC WITHIN FOR MEASUREMENT  
 REFER SHEET NO. 01  
 BFO48I  
 TBD,1-2  
 XD,3-48

BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH  
 PULL 48 WS FOC WITHIN FOR MEASUREMENT  
 REFER SHEET NO. 01  
 BFO48I  
 TBD,1-2  
 XD,3-48

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES

MATCHLINE - SEE SHEET 05

MATCHLINE - SEE SHEET 03



BLACK HAWK COUNTY  
 SECTION-35  
 T-89N R-14W

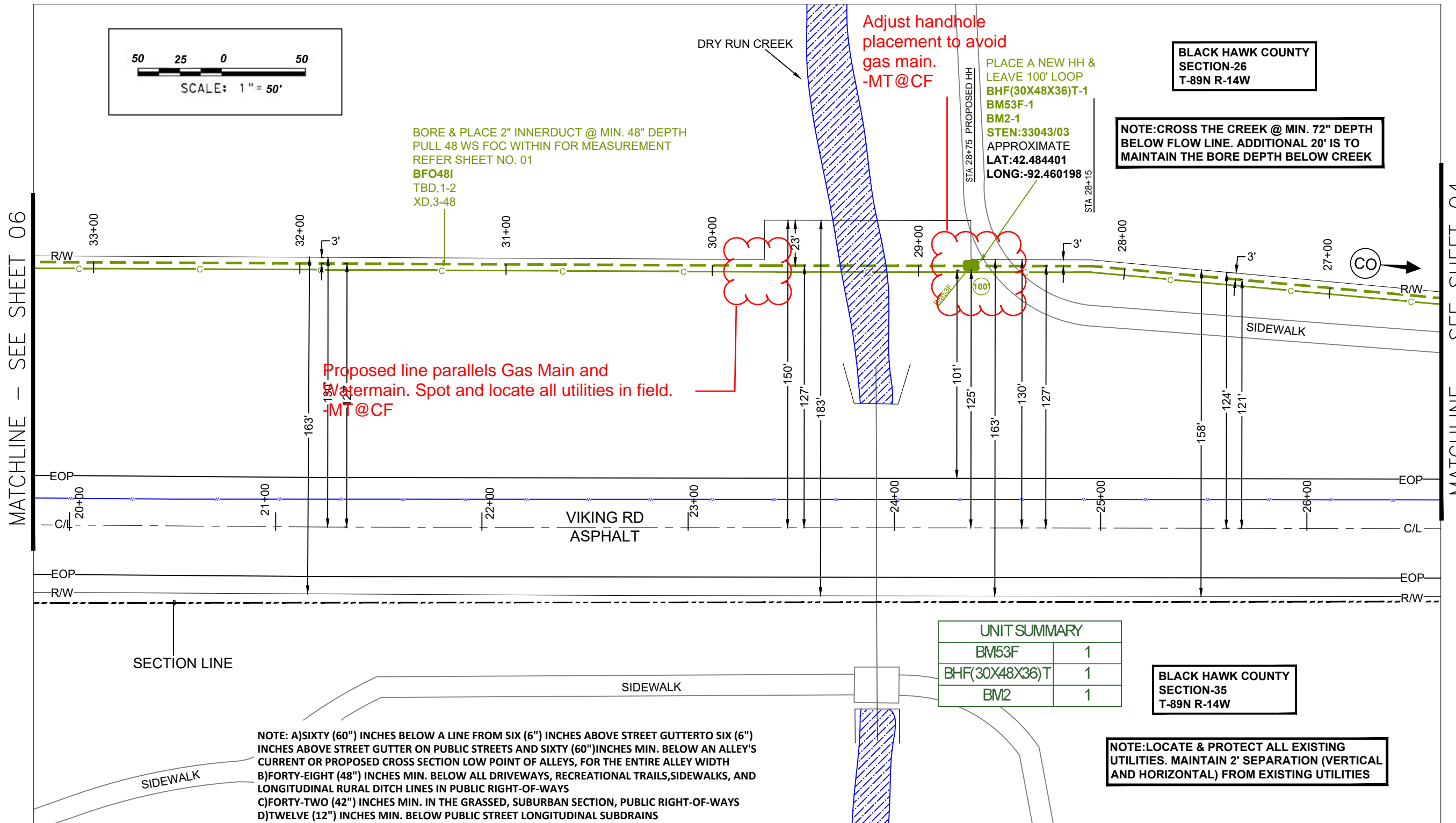
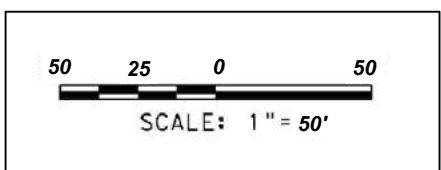
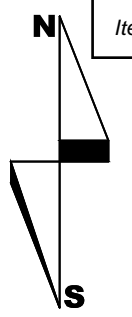
ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: 04 OF 10  
 DATE: 3/29/2024





Adjust handhole placement to avoid gas main. -MT@CF

PLACE A NEW HH & LEAVE 100' LOOP  
 BHF(30X48X36)T-1  
 BM53F-1  
 BM2-1  
 STEN:33043/03  
 APPROXIMATE  
 LAT:42.484401  
 LONG:-92.460198

BLACK HAWK COUNTY  
 SECTION-26  
 T-89N R-14W

NOTE: CROSS THE CREEK @ MIN. 72" DEPTH BELOW FLOW LINE. ADDITIONAL 20' IS TO MAINTAIN THE BORE DEPTH BELOW CREEK

BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH  
 PULL 48 WS FOC WITHIN FOR MEASUREMENT  
 REFER SHEET NO. 01  
 BFO48I  
 TBD,1-2  
 XD,3-48

Proposed line parallels Gas Main and Watermain. Spot and locate all utilities in field. -MT@CF

MATCHLINE - SEE SHEET 06

MATCHLINE - SEE SHEET 04

UNIT SUMMARY	
BM53F	1
BHF(30X48X36)T	1
BM2	1

BLACK HAWK COUNTY  
 SECTION-35  
 T-89N R-14W

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES

NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
 B) FORTY-EIGHT (48") INCHES MIN. BELOW ALL DRIVEWAYS, RECREATIONAL TRAILS, SIDEWALKS, AND LONGITUDINAL RURAL DITCH LINES IN PUBLIC RIGHT-OF-WAYS  
 C) FORTY-TWO (42") INCHES MIN. IN THE GRASSED, SUBURBAN SECTION, PUBLIC RIGHT-OF-WAYS  
 D) TWELVE (12") INCHES MIN. BELOW PUBLIC STREET LONGITUDINAL SUBDRAINS  
 E) TWENTY FOUR (24") INCHES MIN. BELOW PUBLIC STORM SEWERS, PUBLIC CULVERTS AND/OR PUBLIC WATERWAY FLOW LINE(S) BEING CROSSED, AND  
 F) AT A MINIMUM CLEARANCE DISTANCE OF TWO (2') FEET FROM ELECTRICAL UTILITIES AND ONE AND ONE HALF (1 1/2') FEET FROM ALL OTHER UTILITIES. (ALL DIMENSIONS APPLY, UNLESS OTHERWISE SPECIFIED ON AN INDIVIDUAL PLANVIEW, INDIVIDUAL PLAN AND PROFILE VIEW OR INDIVIDUAL PROFILE VIEW SHEET OF THE PLAN SET.

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50

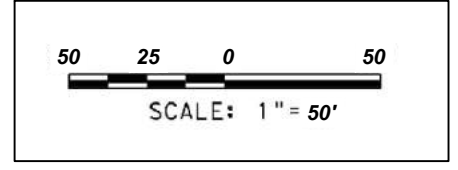
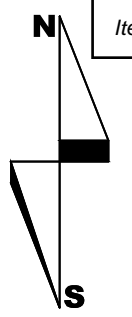


ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: 05 OF 10  
 DATE: 3/29/2024







Proposed line parallels Gas Main and Watermain. Spot and locate all utilities in field. -MT@CF

BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH  
PULL 48 WS FOC WITHIN FOR MEASUREMENT  
REFER SHEET NO. 01  
BFO481  
TBD,1-2  
XD,3-48

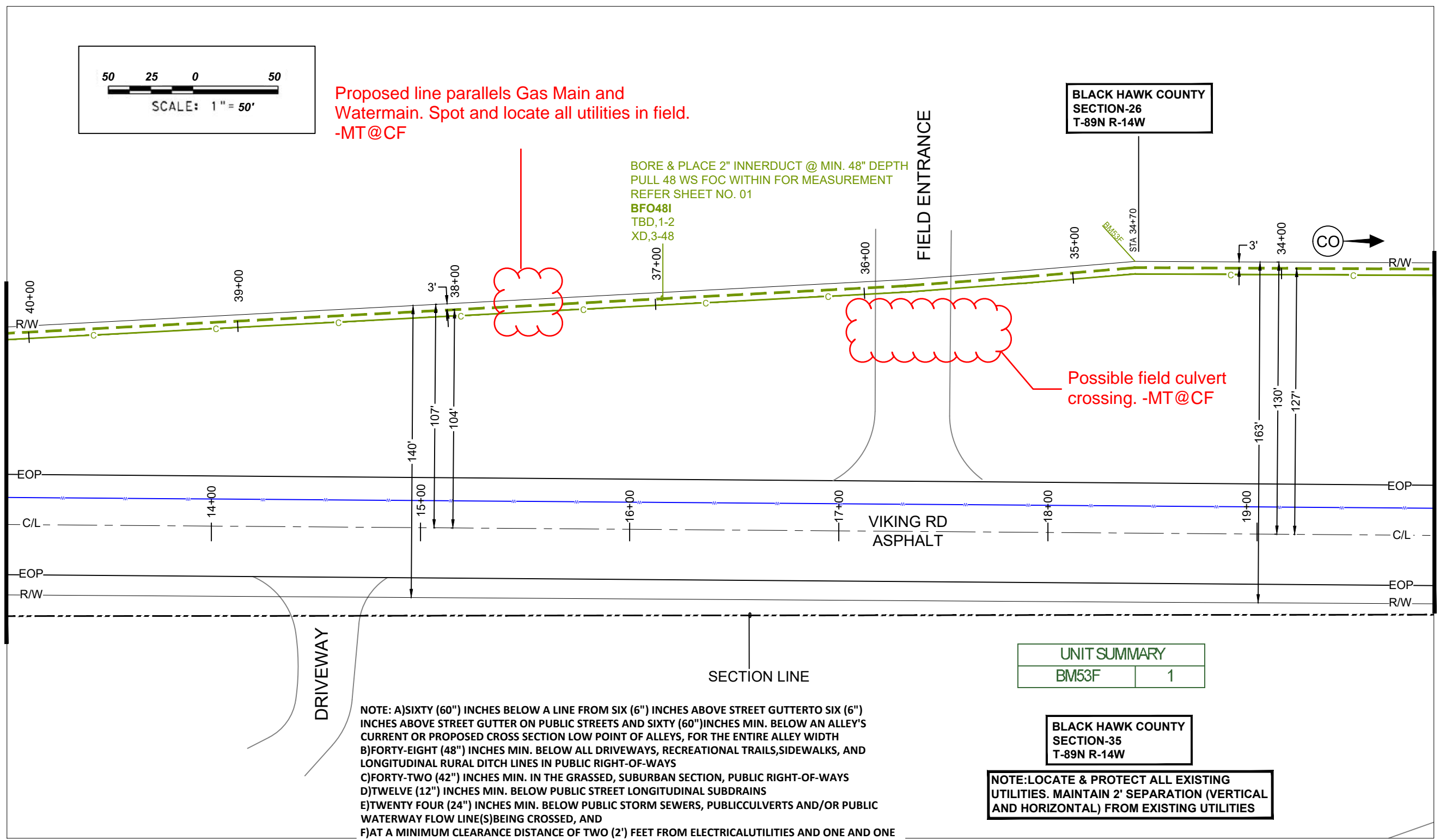
BLACK HAWK COUNTY  
SECTION-26  
T-89N R-14W

BM53F  
STA 34+70

Possible field culvert crossing. -MT@CF

MATCHLINE - SEE SHEET 07

MATCHLINE - SEE SHEET 05



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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UNIT SUMMARY	
BM53F	1

BLACK HAWK COUNTY  
SECTION-35  
T-89N R-14W

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50

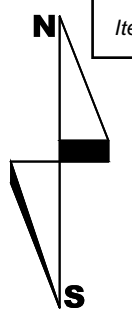


ENGINEER: WINDSTREAM  
JOSEPH GOODHUE  
FIELD ENGINEER: PEARCE SERVICES  
TROY OZBUN  
DRAWN BY: PEARCE SERVICES  
AAKASH KAMBOJ

PROJECT: 707433043  
PROJECT TITLE: 23CW348540

EXCHANGE: CDFLIACO  
SHEET: 06 OF 10  
DATE: 3/29/2024





NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES

A) PLACE A NEW BDO-CWDM(HH) & SPLICE OUT FIBER OF CWDM WITH 2 NEW 48 WS FOC LEAVE 50' LOOP OF EACH CABLE  
**BDO-CWDM(HH)-1**  
**BM53F-1**  
**BM2-1**  
**HO1(B)-8**  
**HBFO(48)-1**  
**STEN: 33043/04**  
 APPROXIMATE  
**LAT: 42.484329**  
**LONG: -92.465724**

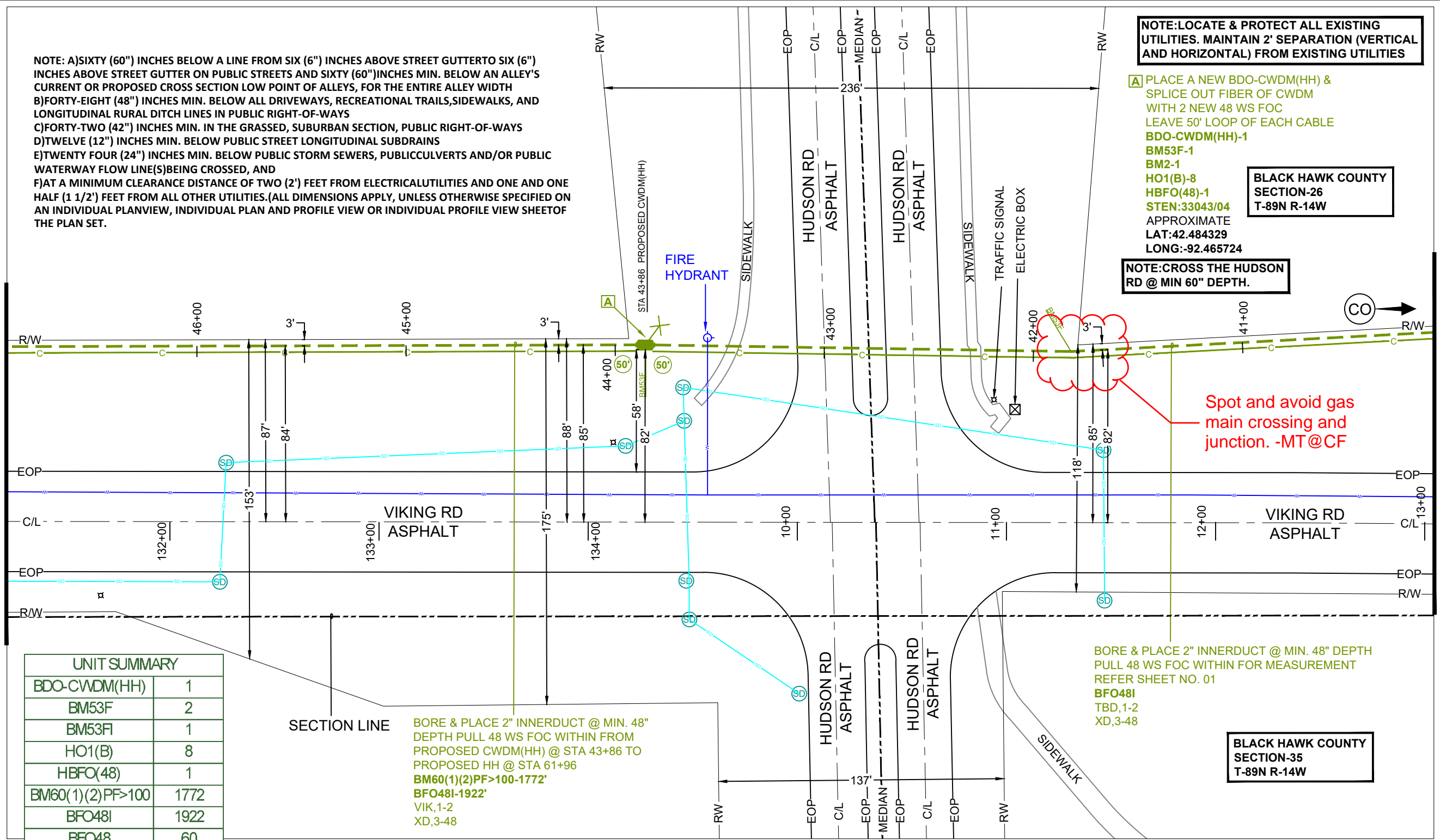
BLACK HAWK COUNTY  
 SECTION-26  
 T-89N R-14W

NOTE: CROSS THE HUDSON RD @ MIN 60" DEPTH.

Spot and avoid gas main crossing and junction. -MT@CF

MATCHLINE - SEE SHEET 08

MATCHLINE - SEE SHEET 06

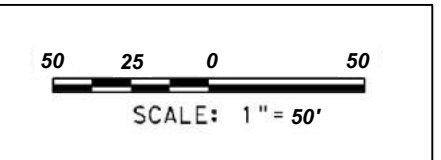


UNIT SUMMARY	
BDO-CWDM(HH)	1
BM53F	2
BM53FI	1
HO1(B)	8
HBFO(48)	1
BM60(1)(2)PF>100	1772
BFO48I	1922
BFO48	60

SECTION LINE  
 BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH PULL 48 WS FOC WITHIN FROM PROPOSED CWDM(HH) @ STA 43+86 TO PROPOSED HH @ STA 61+96  
**BM60(1)(2)PF>100-1772'**  
**BFO48I-1922'**  
 VIK, 1-2  
 XD, 3-48

BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH PULL 48 WS FOC WITHIN FOR MEASUREMENT REFER SHEET NO. 01  
**BFO48I**  
 TBD, 1-2  
 XD, 3-48

BLACK HAWK COUNTY  
 SECTION-35  
 T-89N R-14W



ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

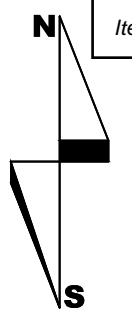
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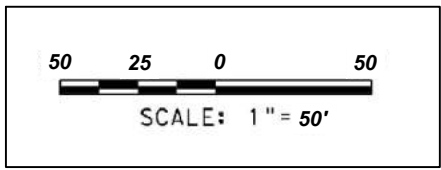
ENGINEER: **WINDSTREAM**  
 JOSEPH GOODHUE  
 FIELD ENGINEER: **PEARCE SERVICES**  
 TROY OZBUN  
 DRAWN BY: **PEARCE SERVICES**  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: 07 OF 10  
 DATE: 3/29/2024





NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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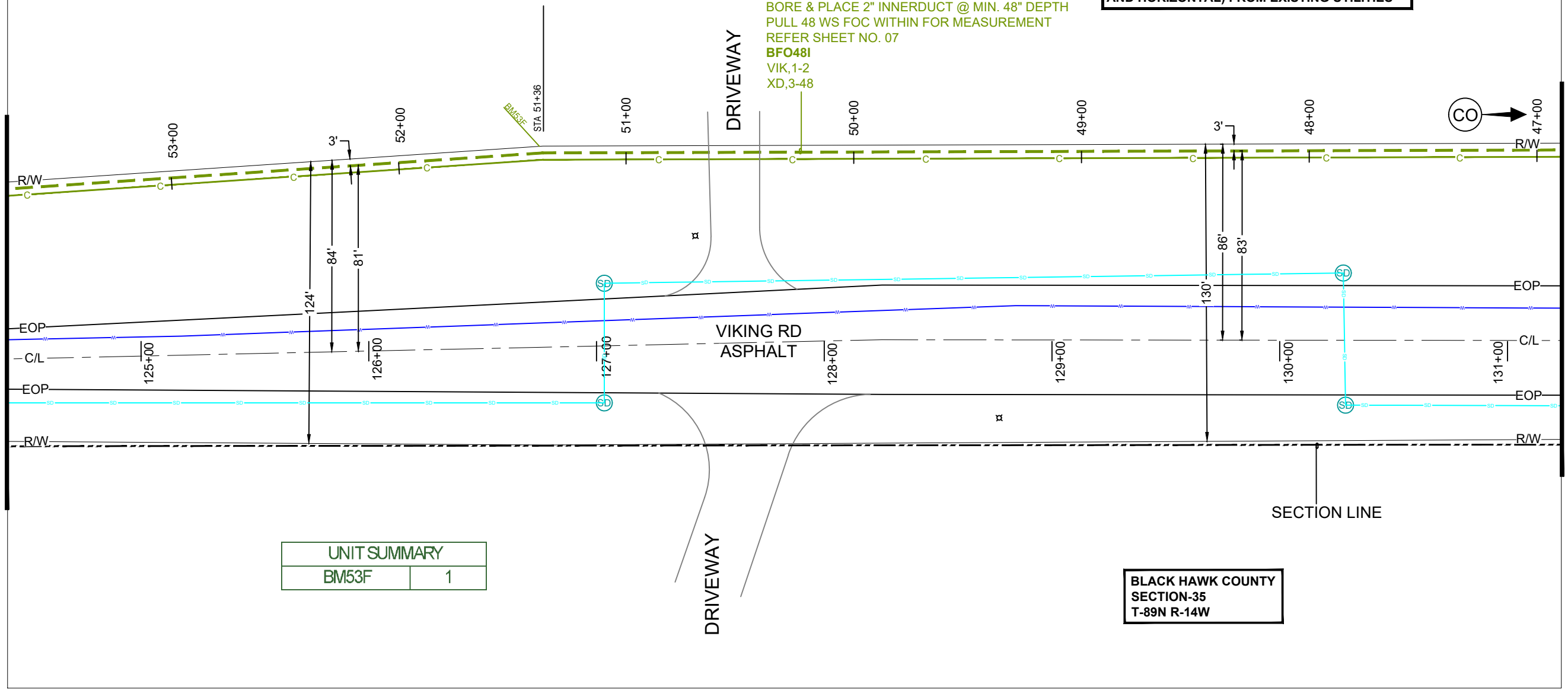
BLACK HAWK COUNTY  
 SECTION-26  
 T-89N R-14W

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES

BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH  
 PULL 48 WS FOC WITHIN FOR MEASUREMENT  
 REFER SHEET NO. 07  
**BFO48I**  
 VIK, 1-2  
 XD, 3-48

MATCHLINE - SEE SHEET 09

MATCHLINE - SEE SHEET 07



UNIT SUMMARY	
BM53F	1

BLACK HAWK COUNTY  
 SECTION-35  
 T-89N R-14W

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

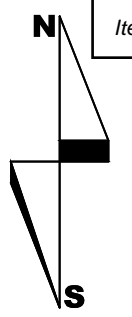
SCALE: 1:50



ENGINEER: **WINDSTREAM**  
 JOSEPH GOODHUE  
 FIELD ENGINEER: **PEARCE SERVICES**  
 TROY OZBUN  
 DRAWN BY: **PEARCE SERVICES**  
 AAKASH KAMBOJ

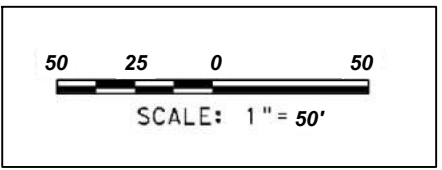
PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: 08 OF 10  
 DATE: 3/29/2024





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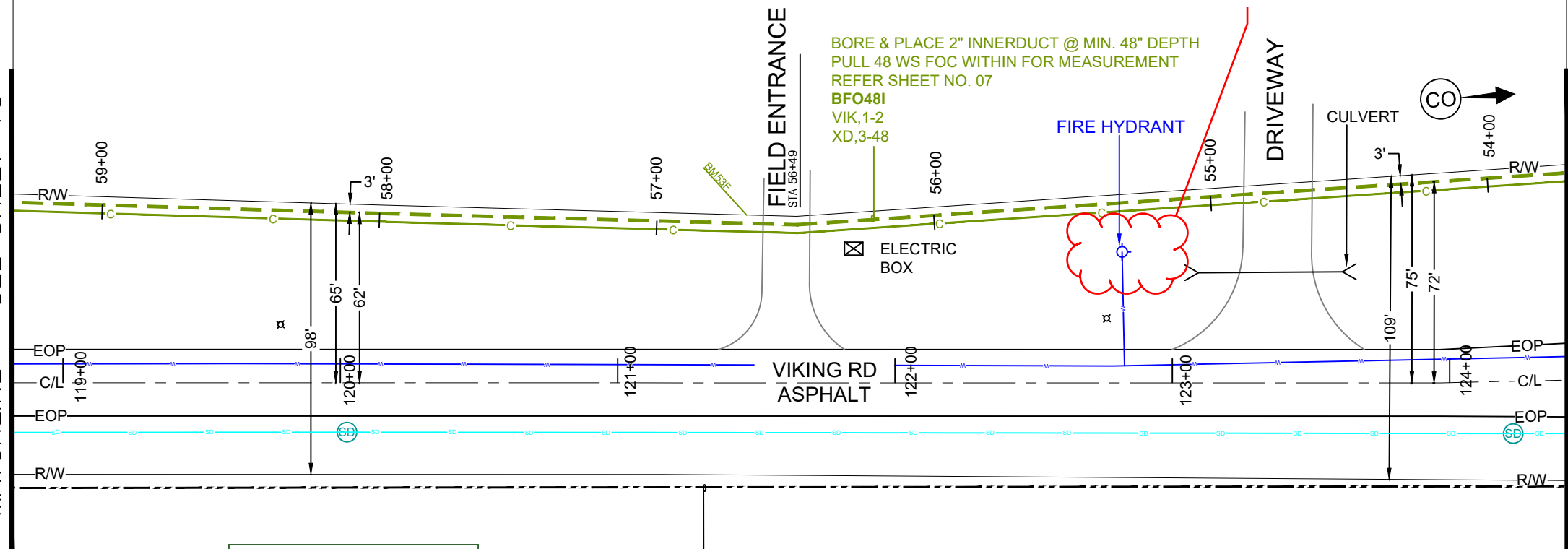
BLACK HAWK COUNTY  
 SECTION-26  
 T-89N R-14W



Watermain continues westerly from hydrant. Contractor to adjust accordingly. -MT@CF

MATCHLINE - SEE SHEET 10

MATCHLINE - SEE SHEET 08



UNIT SUMMARY	
BM53F	1

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES

BLACK HAWK COUNTY  
 SECTION-35  
 T-89N R-14W

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



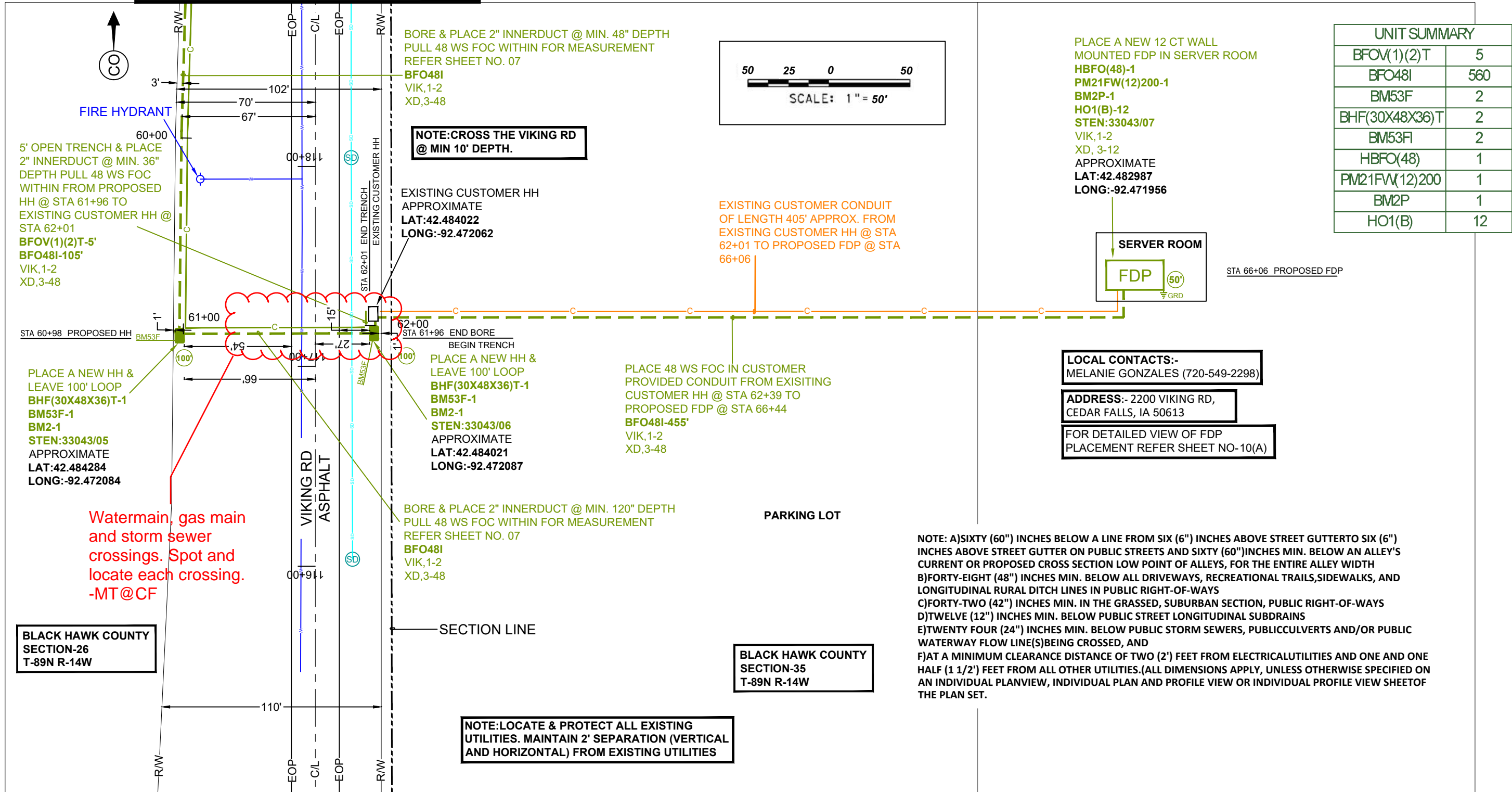
ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540

EXCHANGE: CDFLIACO  
 SHEET: 09 OF 10  
 DATE: 3/29/2024



MATCHLINE - SEE SHEET 09



UNIT SUMMARY	
BFOV(1)(2)T	5
BFO48I	560
BM53F	2
BHF(30X48X36)T	2
BM53FI	2
HBFO(48)	1
PM21FW(12)200	1
BM2P	1
HO1(B)	12

PLACE A NEW 12 CT WALL MOUNTED FDP IN SERVER ROOM  
**HBFO(48)-1**  
**PM21FW(12)200-1**  
**BM2P-1**  
**HO1(B)-12**  
**STEN:33043/07**  
 VIK,1-2  
 XD,3-12  
 APPROXIMATE  
**LAT:42.482987**  
**LONG:-92.471956**

**LOCAL CONTACTS:-**  
 MELANIE GONZALES (720-549-2298)  
**ADDRESS:-** 2200 VIKING RD,  
 CEDAR FALLS, IA 50613  
 FOR DETAILED VIEW OF FDP  
 PLACEMENT REFER SHEET NO-10(A)

NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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**NOTE: CROSS THE VIKING RD @ MIN 10' DEPTH.**

**NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL AND HORIZONTAL) FROM EXISTING UTILITIES**

Watermain, gas main and storm sewer crossings. Spot and locate each crossing. -MT@CF

**BLACK HAWK COUNTY SECTION-26 T-89N R-14W**

**BLACK HAWK COUNTY SECTION-35 T-89N R-14W**

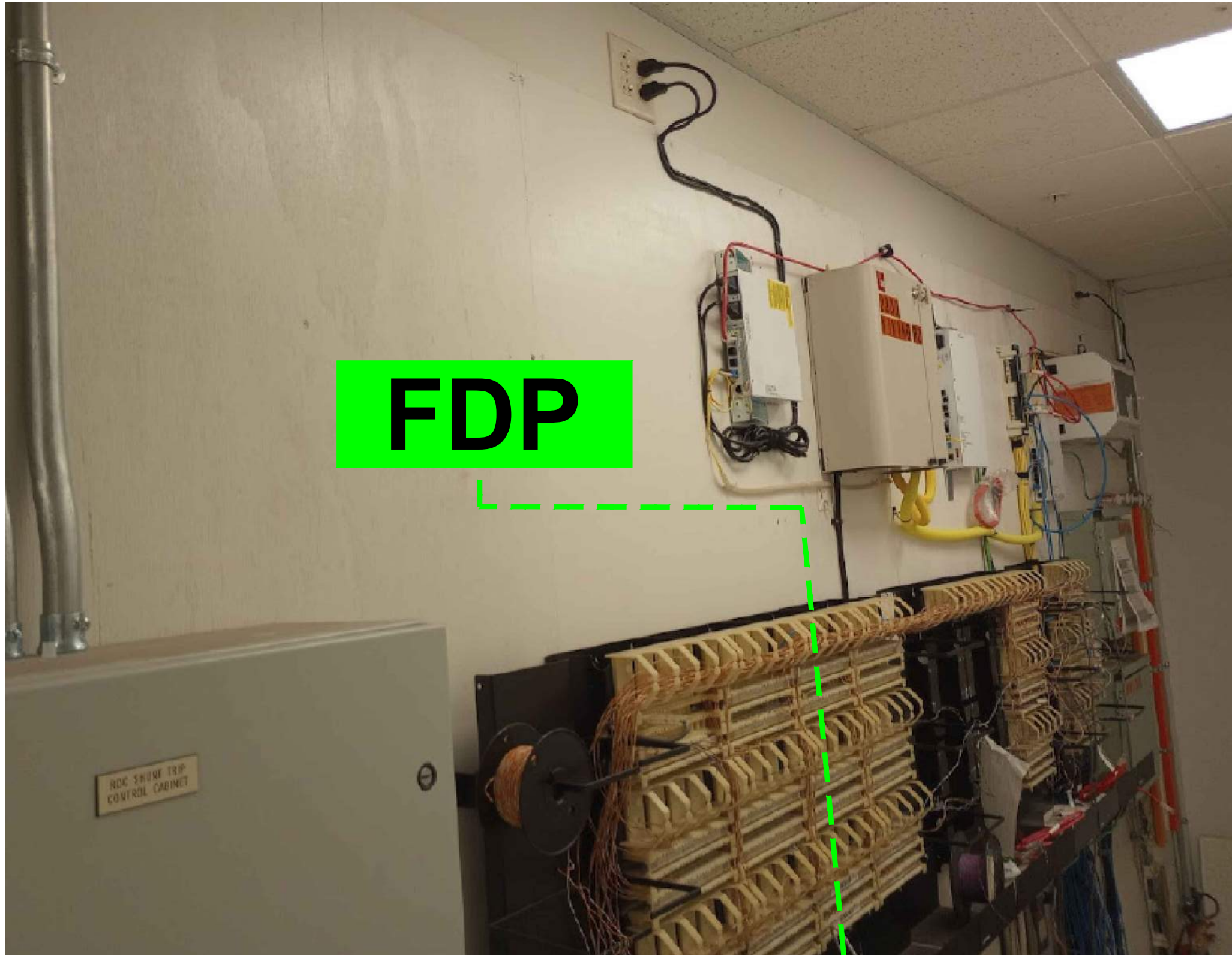
ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
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ENGINEER: **WINDSTREAM**  
 JOSEPH GOODHUE  
 FIELD ENGINEER: **PEARCE SERVICES**  
 TROY OZBUN  
 DRAWN BY: **PEARCE SERVICES**  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: 10 OF 10  
 DATE: 3/29/2024





**LOCAL CONTACTS:-**  
**MELANIE GONZALES (720-549-2298)**

**ADDRESS:- 2200 VIKING RD,**  
**CEDAR FALLS, IA 50613**

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- NO  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: NTS

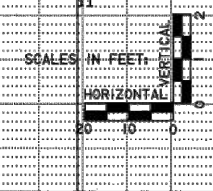
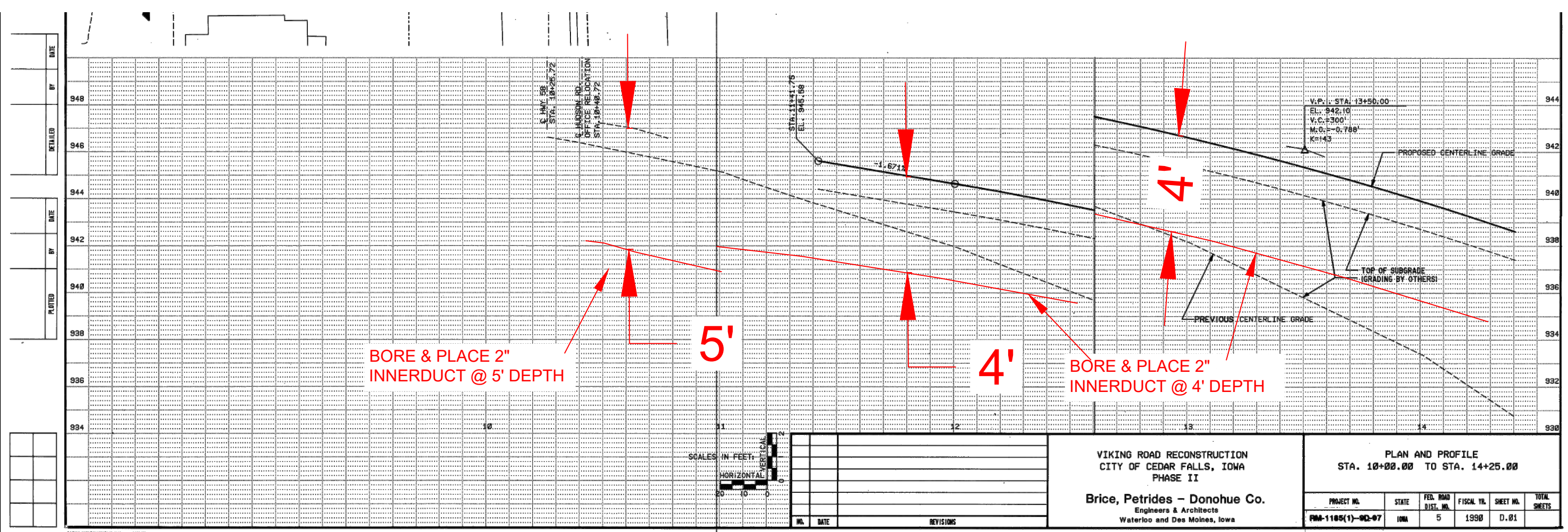


ENGINEER: **WINDSTREAM**  
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PROJECT: 707433043  
 PROJECT TITLE: 23CW348540

EXCHANGE: CDFLIACO  
 SHEET: 10 (A) OF 10      DATE: 3/29/2024





VIKING ROAD RECONSTRUCTION  
CITY OF CEDAR FALLS, IOWA  
PHASE II  
Brice, Petrides - Donohue Co.  
Engineers & Architects  
Waterloo and Des Moines, Iowa

PLAN AND PROFILE STA. 10+00.00 TO STA. 14+25.00					
PROJECT NO.	STATE	FED. ROAD DIST. NO.	FISCAL YR.	SHEET NO.	TOTAL SHEETS
PM-1105(1)-02-07	IOWA	5	1990	D.01	

NO.	DATE	REVISIONS

NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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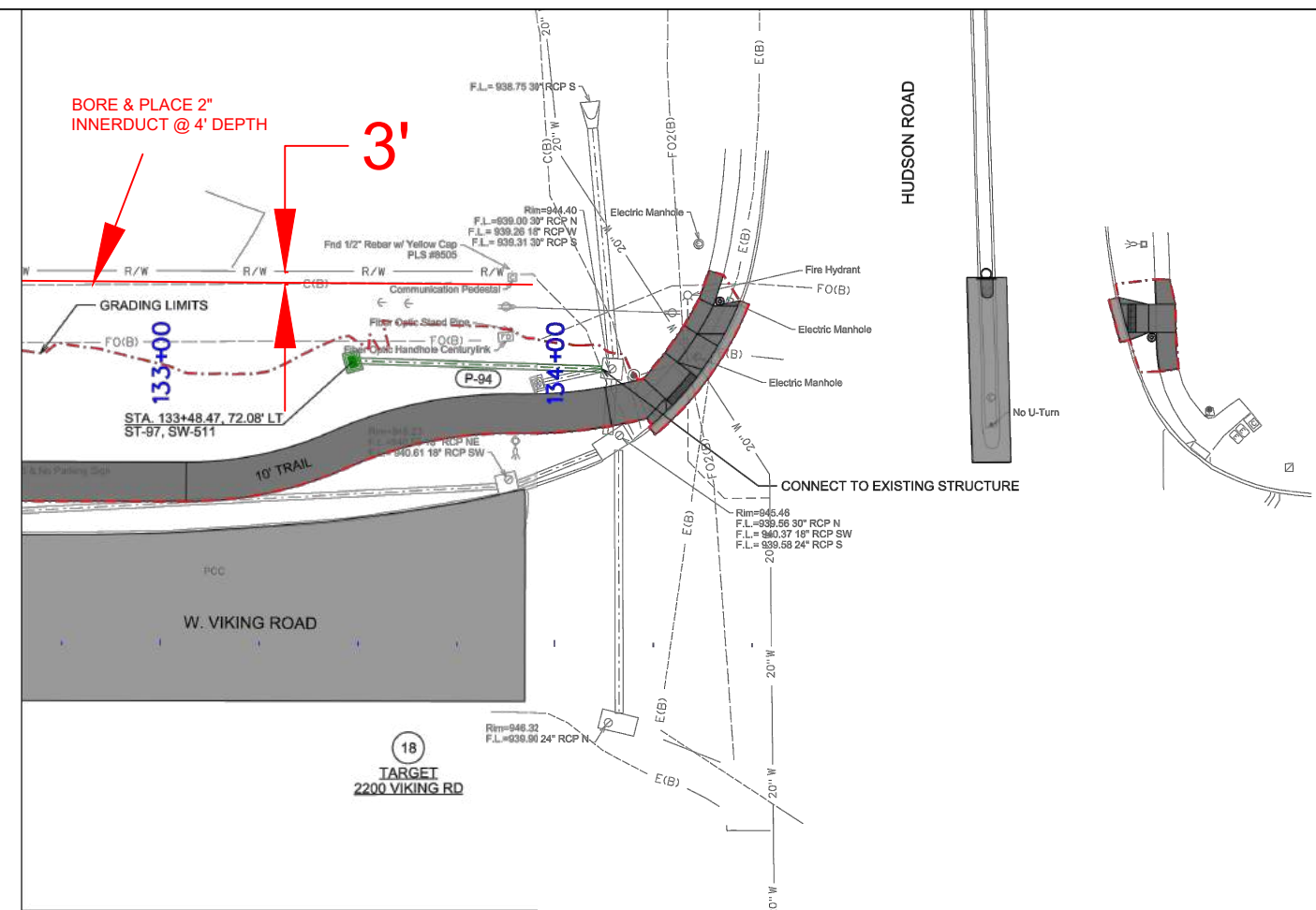
ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**  
 SCALE: 1:50



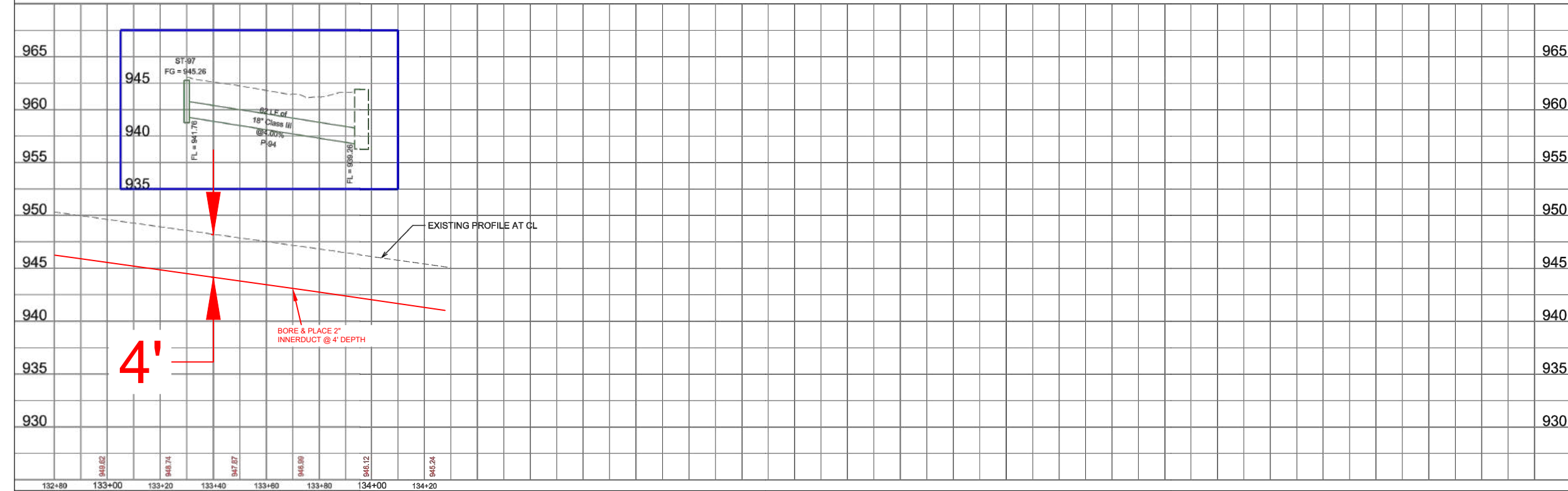
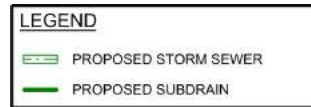
ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: P1 OF P9  
 DATE: 3/29/2024





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ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**  
 SCALE: 1:50

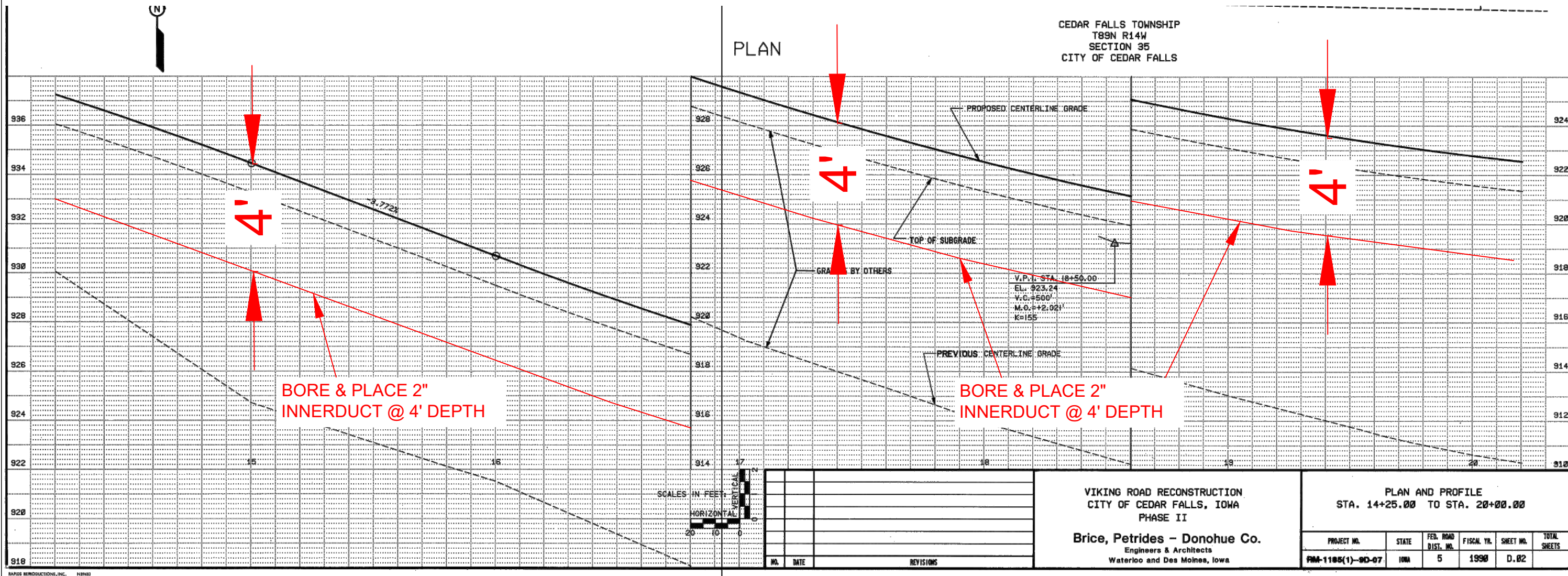


ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: P2 OF P9  
 DATE: 3/29/2024



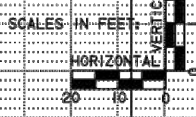




NO.	DATE	REVISIONS

VIKING ROAD RECONSTRUCTION  
CITY OF CEDAR FALLS, IOWA  
PHASE II  
Brice, Petrides - Donohue Co.  
Engineers & Architects  
Waterloo and Des Moines, Iowa

PLAN AND PROFILE STA. 14+25.00 TO STA. 20+00.00					
PROJECT NO.	STATE	FED. ROAD DIST. NO.	FISCAL YR.	SHEET NO.	TOTAL SHEETS
PM-1105(1)-9D-07	IOWA	5	1998	D.02	



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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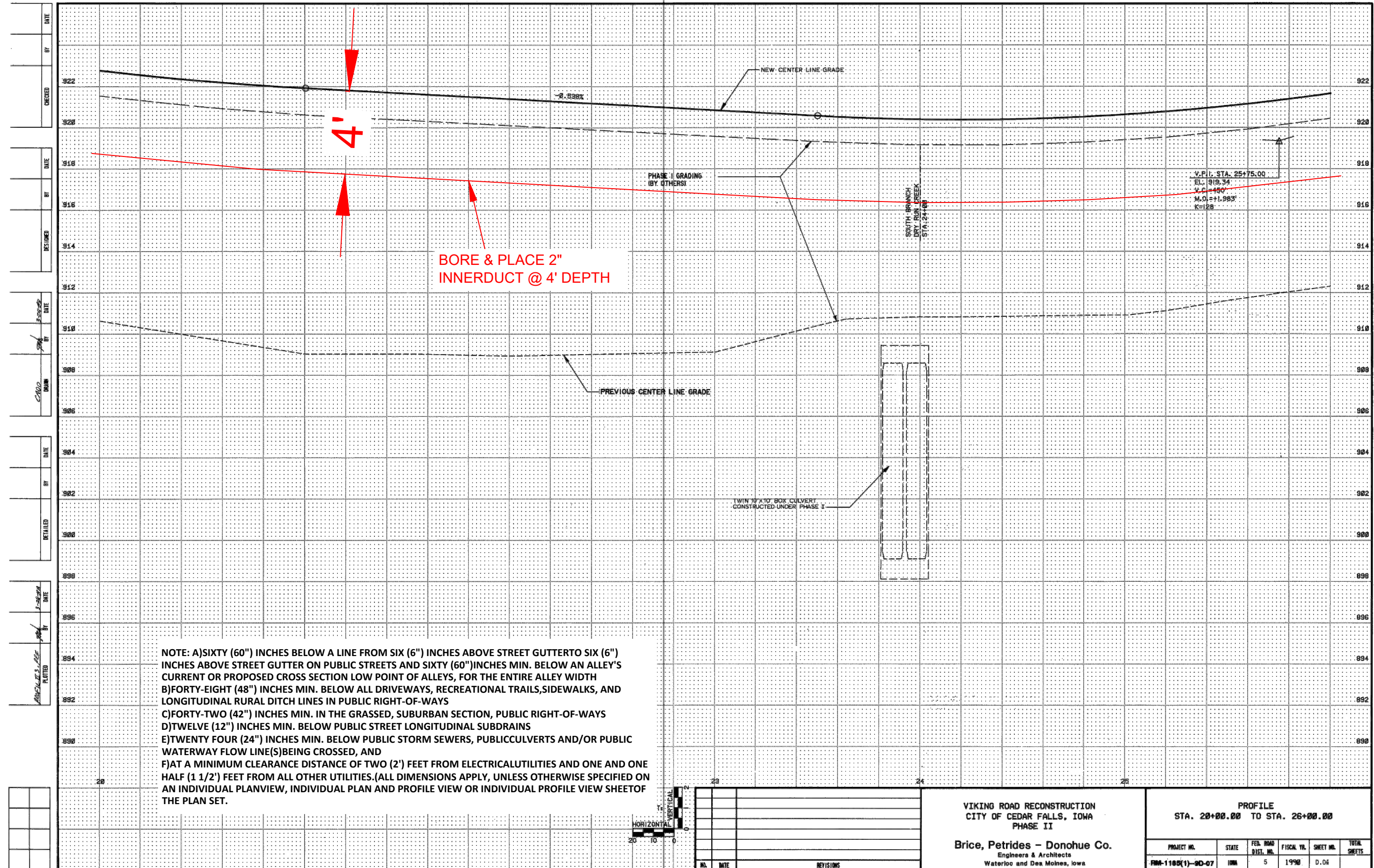
ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
BLACK HAWK COUNTY, IA  
PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**  
SCALE: 1:50



ENGINEER: WINDSTREAM  
JOSEPH GOODHUE  
FIELD ENGINEER: PEARCE SERVICES  
TROY OZBUN  
DRAWN BY: PEARCE SERVICES  
AAKASH KAMBOJ

PROJECT: 707433043  
PROJECT TITLE: 23CW348540  
EXCHANGE: CDFLIACO  
SHEET: P3 OF P9  
DATE: 3/29/2024





ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

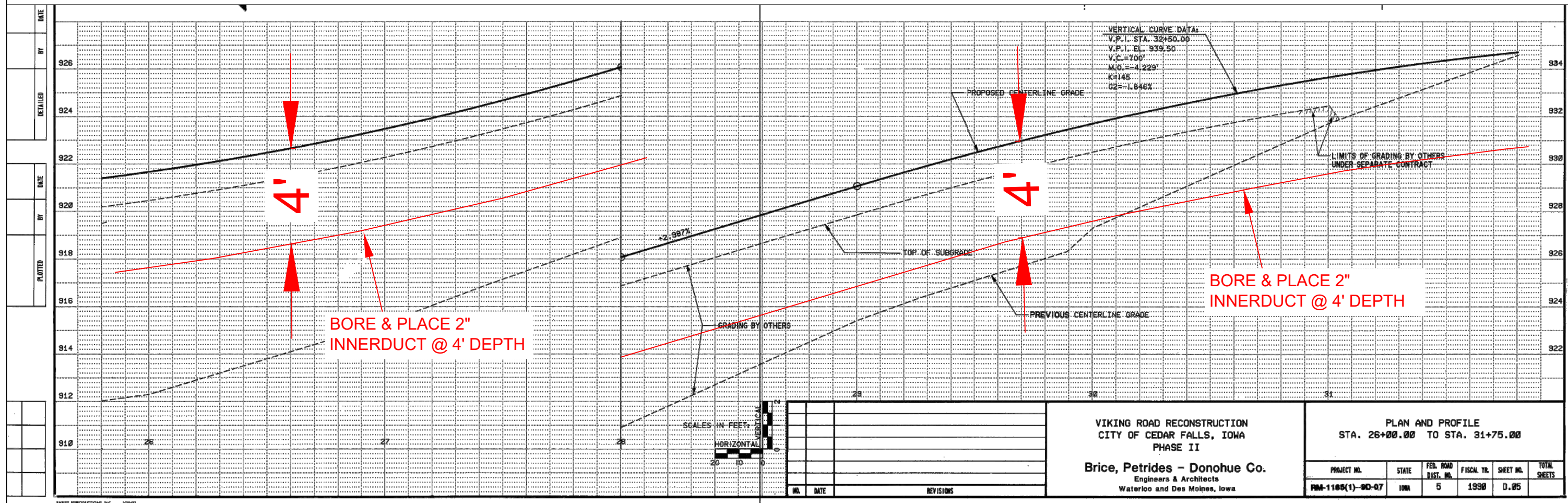


ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: P4 OF P9  
 DATE: 3/29/2024



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50

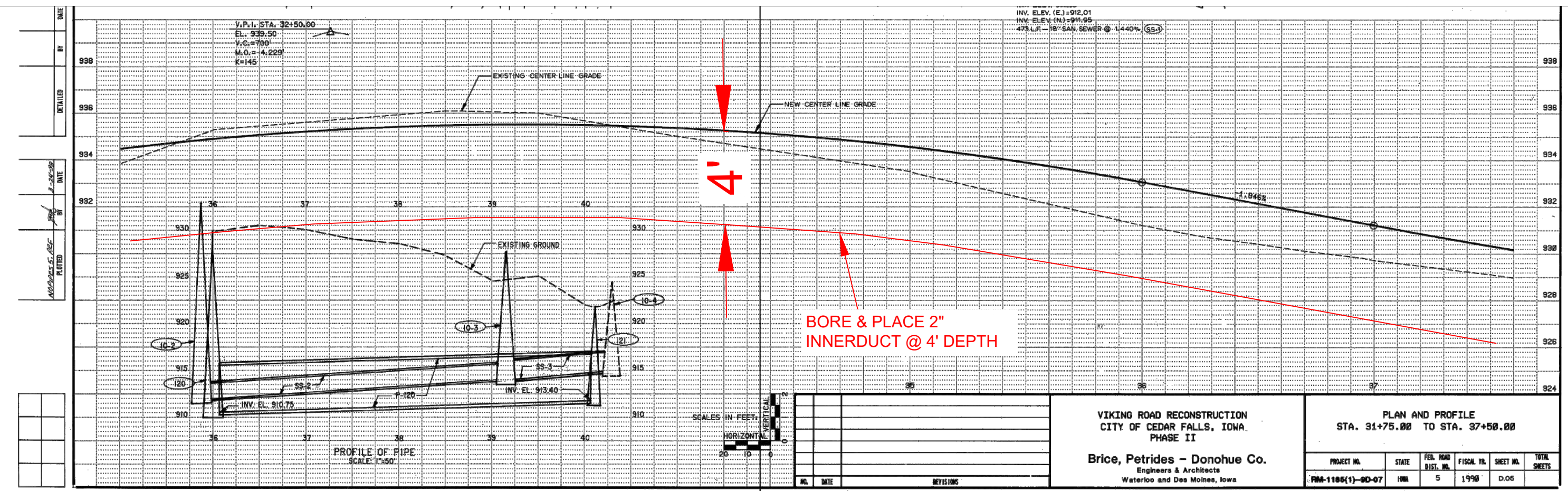


ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: P5 OF P9  
 DATE: 3/29/2024



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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BORE & PLACE 2" INNERDUCT @ 4' DEPTH

VIKING ROAD RECONSTRUCTION  
 CITY OF CEDAR FALLS, IOWA  
 PHASE II  
 Brice, Petrides - Donohue Co.  
 Engineers & Architects  
 Waterloo and Des Moines, Iowa

PLAN AND PROFILE  
 STA. 31+75.00 TO STA. 37+50.00

PROJECT NO.	STATE	FED. ROAD DIST. NO.	FISCAL YR.	SHEET NO.	TOTAL SHEETS
PM-1105(1)-9D-07	IOWA	5	1998	D.06	

ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
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 SCALE: 1:50

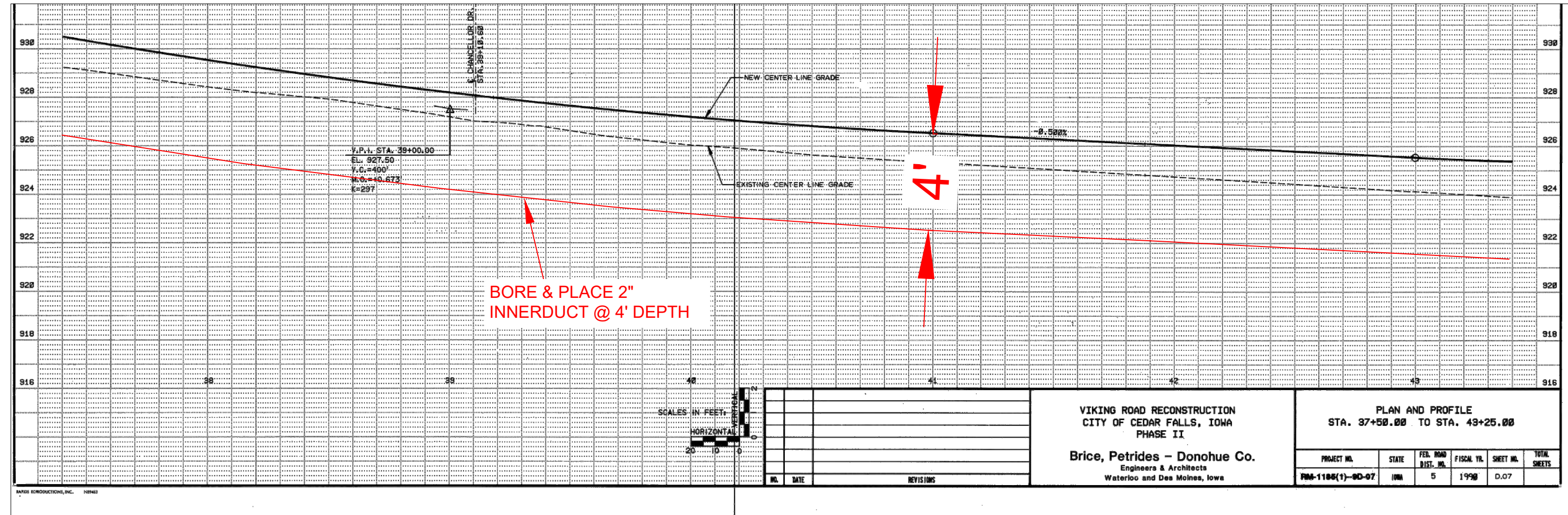


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 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
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 AAKASH KAMBOJ

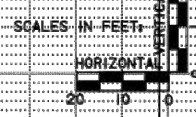
PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: P6 OF P9  
 DATE: 3/29/2024



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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RAFIKI REPRODUCTIONS, INC. N19483



NO.	DATE	REVISIONS

VIKING ROAD RECONSTRUCTION  
 CITY OF CEDAR FALLS, IOWA  
 PHASE II  
 Brice, Petrides - Donohue Co.  
 Engineers & Architects  
 Waterloo and Des Moines, Iowa

PLAN AND PROFILE STA. 37+50.00 TO STA. 43+25.00					
PROJECT NO.	STATE	FED. ROAD DIST. NO.	FISCAL YR.	SHEET NO.	TOTAL SHEETS
PM-1106(1)-00-07	IOWA	5	1998	D.07	



ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**  
 SCALE: 1:50

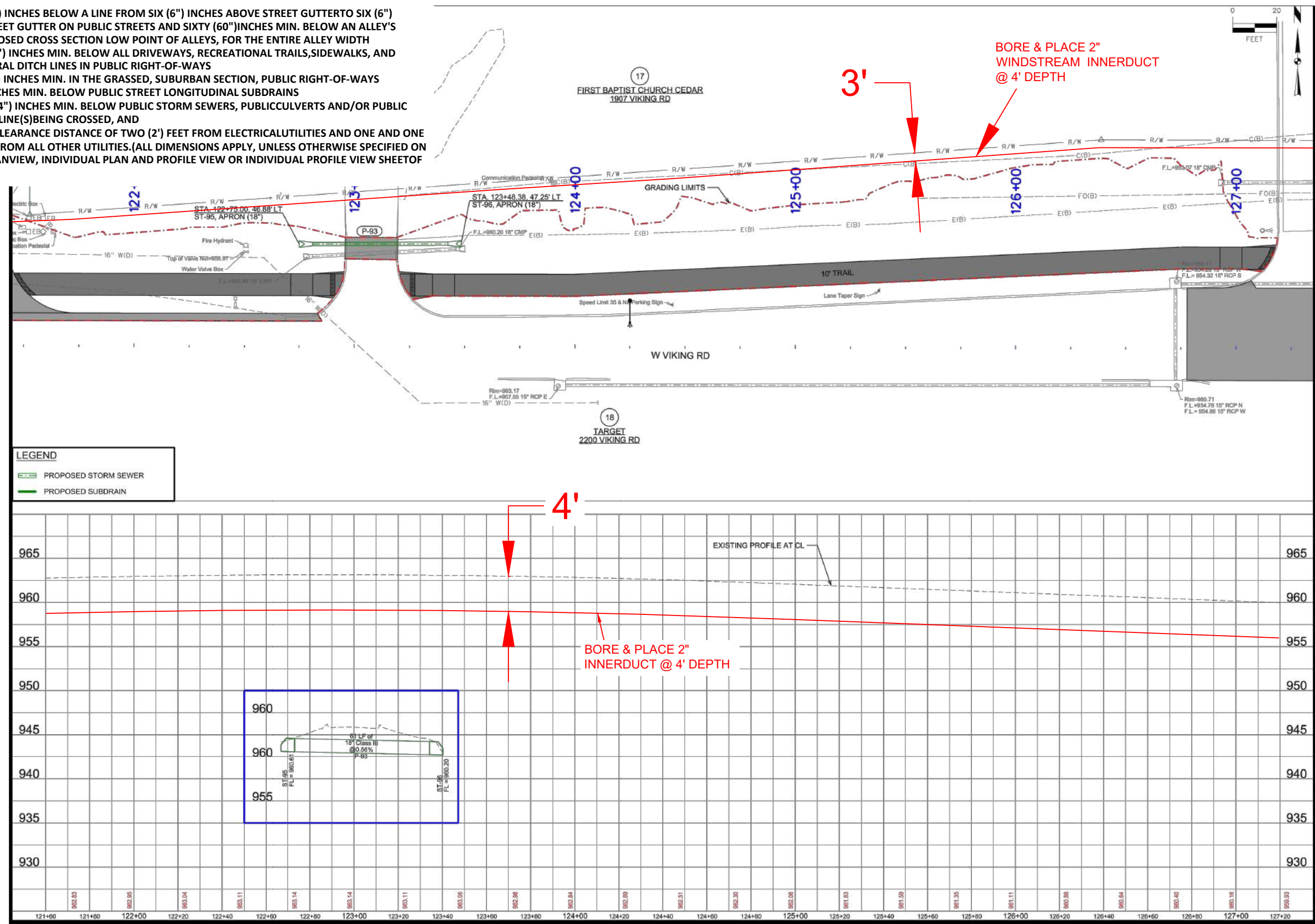


ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: P7 OF P9  
 DATE: 3/29/2024



NOTE: A) SIXTY (60") INCHES BELOW A LINE FROM SIX (6") INCHES ABOVE STREET GUTTER TO SIX (6") INCHES ABOVE STREET GUTTER ON PUBLIC STREETS AND SIXTY (60") INCHES MIN. BELOW AN ALLEY'S CURRENT OR PROPOSED CROSS SECTION LOW POINT OF ALLEYS, FOR THE ENTIRE ALLEY WIDTH  
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 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
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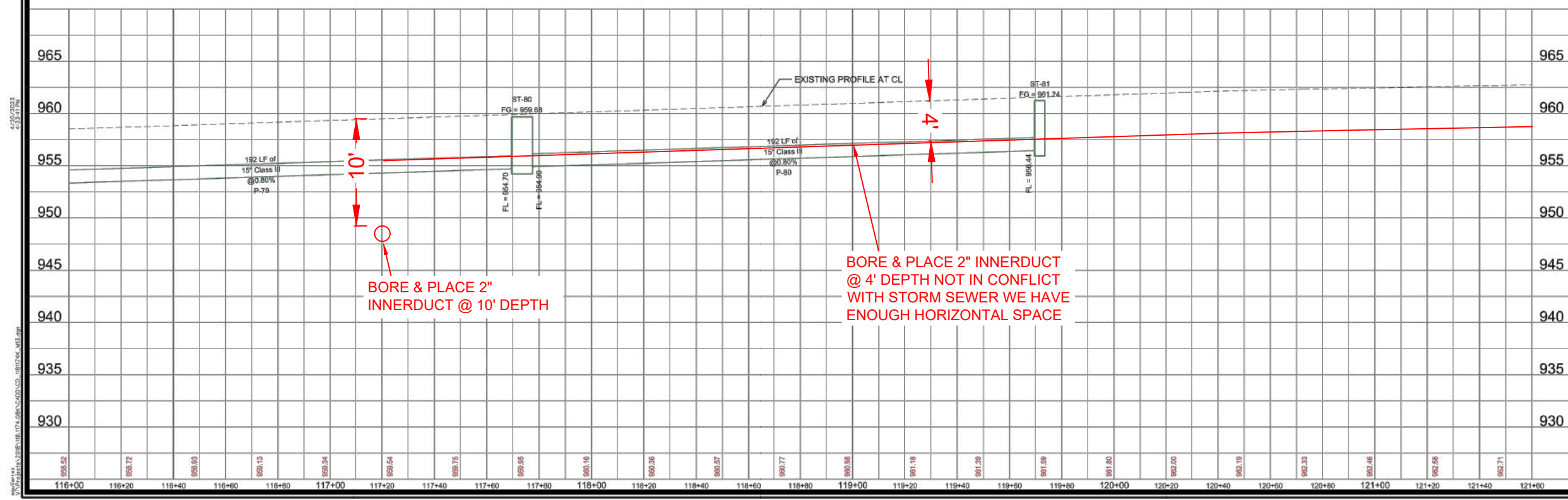
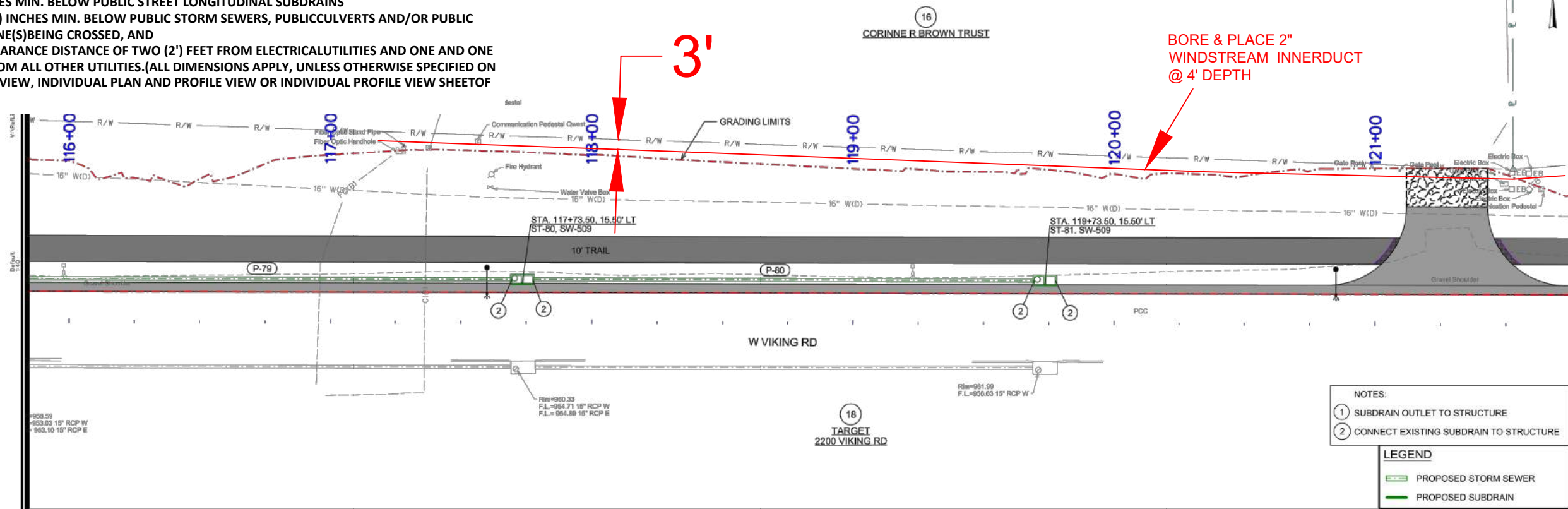
ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: P8 OF P9  
 DATE: 3/29/2024



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Item 58.



NOTES:  
 1 SUBDRAIN OUTLET TO STRUCTURE  
 2 CONNECT EXISTING SUBDRAIN TO STRUCTURE

LEGEND  
 PROPOSED STORM SEWER  
 PROPOSED SUBDRAIN



ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
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ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: P9 OF P9  
 DATE: 3/29/2024



# AERIAL VIEW



ADDRESS:- 2200 VIKING RD, CEDAR FALLS, IA 50613  
 BLACK HAWK COUNTY, IA  
 PERMIT REQUIRED- CITY  
**LOCATE ALL FACILITIES PRIOR TO DIGGING**  
**IA - IOWA ONE CALL - 811 - 800-292-8989**

SCALE: 1:50



ENGINEER: WINDSTREAM  
 JOSEPH GOODHUE  
 FIELD ENGINEER: PEARCE SERVICES  
 TROY OZBUN  
 DRAWN BY: PEARCE SERVICES  
 AAKASH KAMBOJ

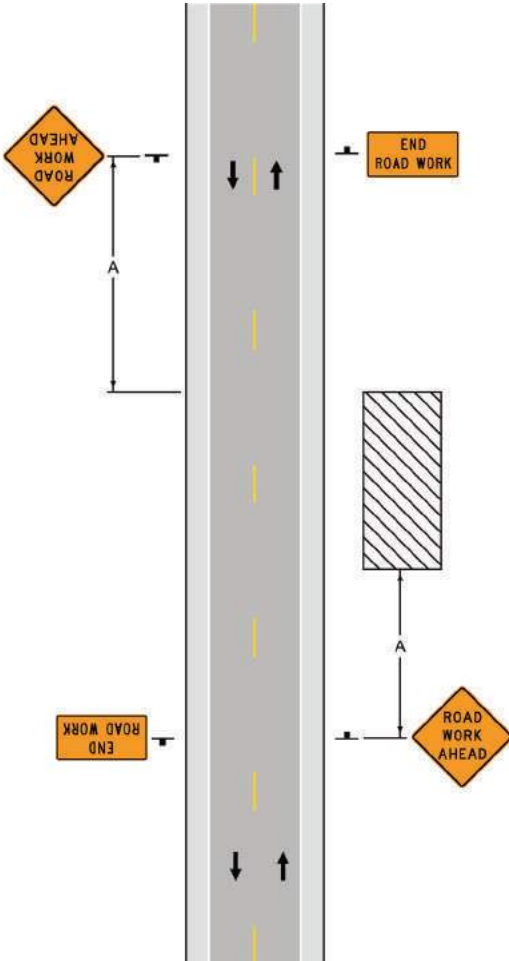
PROJECT: 707433043  
 PROJECT TITLE: 23CW348540  
 EXCHANGE: CDFLIACO  
 SHEET: SV SV  
 DATE: 3/29/2024





1. WORK BEYOND THE SHOULDER/BEHIND THE CURB

Item 58.



785



## 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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 6<sup>th</sup>, 2024

**SUBJECT:** 2024 Seal Coat  
 City Project Number: SC-000-3339  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Seal Coat Project.

We recommend setting Monday, May 20<sup>th</sup>, 2024, at 7:00pm as the date and time for the public hearing on this project and Friday, May 24<sup>th</sup>, 2024, at 2pm as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, May 10<sup>th</sup>, 2024. The Plans and Specifications will be ready for distribution to contractors on Tuesday, May 7<sup>th</sup>, 2024, via QuestCDN (reference #9092850), allowing more than two (2) weeks of review before contract letting.

This Project involves seal coating five (5) street sections, one (1) single lane drive for a lift station, multiple single lane drives within three (3) cemeteries, and one parking lot; for a total covering of 46,400 S.Y. of seal coat. Work shall include proper surface preparation and proper placement and compaction of the surface.

The total estimated cost for the construction of this project is \$235,266.90. The project will be funded by Local Sales Tax and the Street Construction Fund.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Seal Coat Project.

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

**2024 Seal Coat Project**

Project No. SC-000-3339  
 Engineer's Cost Estimate  
 City of Cedar Falls  
 4/24/2024

Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation	S.Y.	35,900.00	\$ 0.57	\$ 20,463.00
2	Seal Coat	S.Y.	46,400.00	\$ 3.39	\$ 157,296.00
3	Pavement Markings, Painted	STA.	11.8	\$ 900.00	\$ 10,620.00
4	Mobilization	L.S.	1	\$ 20,000.00	\$ 20,000.00
5	Traffic Control	L.S.	1	\$ 5,500.00	\$ 5,500.00
10 % Contingency:					\$ 21,387.90
Total:					\$ 235,266.90



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Michelle Pezley AICP, Planner III  
**DATE:** May 6, 2024  
**SUBJECT:** Rezoning of certain property east of Main Street and north of E. Seerley Blvd.  
 (RZ24-002)

---

**REQUEST:** Rezone property from M-1 Light Industrial District to C-2 Commercial District  
**PETITIONER:** Seven D LLC, owner; Chris Fischels of Fischels Commercial & Residential Group, applicant  
**LOCATION:** 2300 Main Street, 2216 Main Street, and 127 E 23<sup>rd</sup> Street

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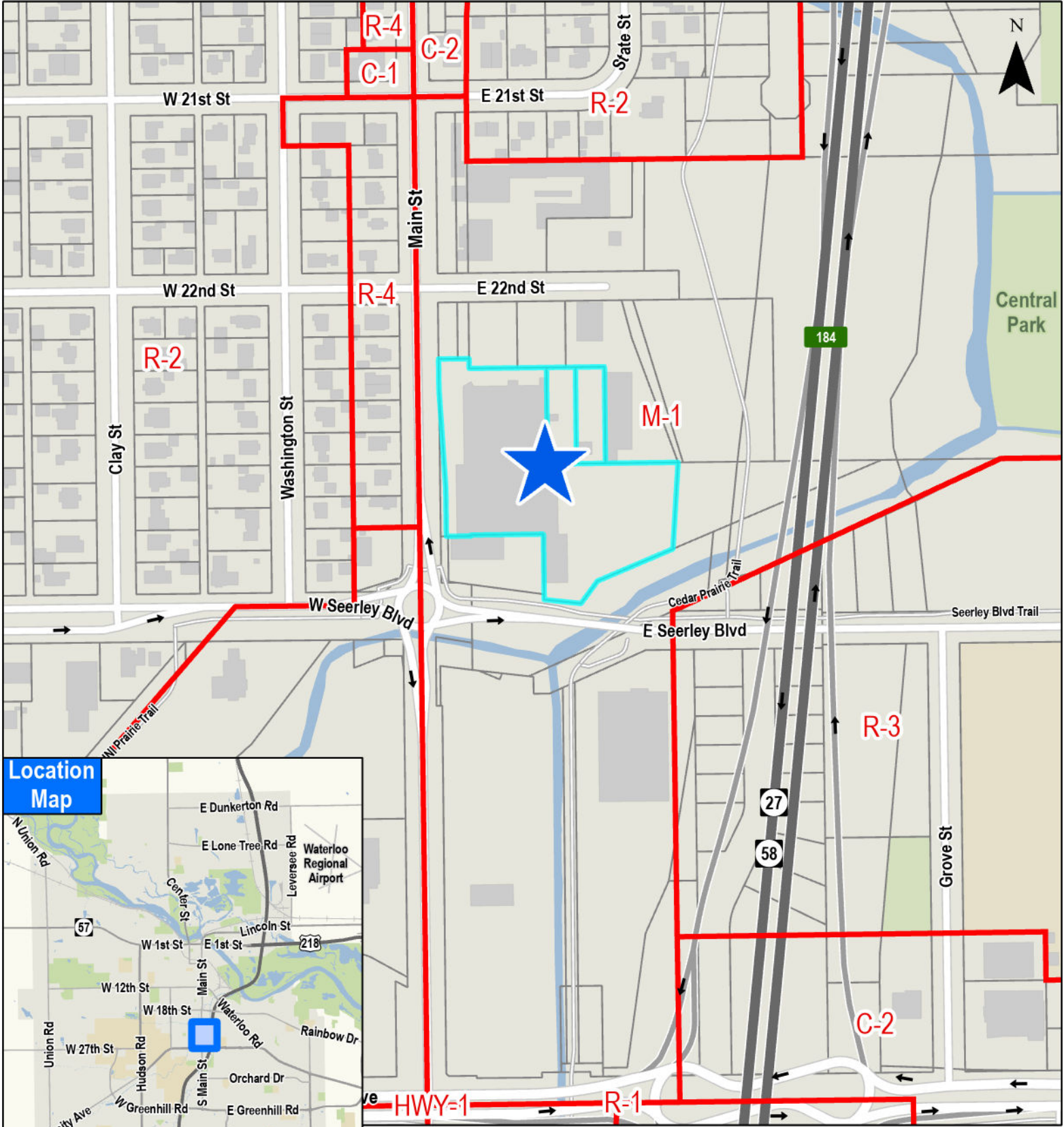
Seven D LLC requests to rezone approximately 3.8 acres of three properties at 2300 Main Street, 2216 Main Street, and 127 E 23<sup>rd</sup> Street from M-1 Light Industrial to C-2 Commercial. The applicant would like to lease a tenant space within the building at 2300 Main to a dental clinic. The M-1 District does not allow institutions for human care, such as a dentist's office, so the owner is requesting to rezone the property to a zone that would allow a dental clinic and other similar uses.

At the meeting on April 10, 2024, the Planning and Zoning Commission held a public hearing and recommended approval of the proposed rezoning. Therefore, staff now requests that City Council set a public hearing date for May 20, 2024 to formally consider the rezoning request. A full staff report and summary report of the Planning and Zoning Commission meetings will be provided to City Council prior the public hearing.

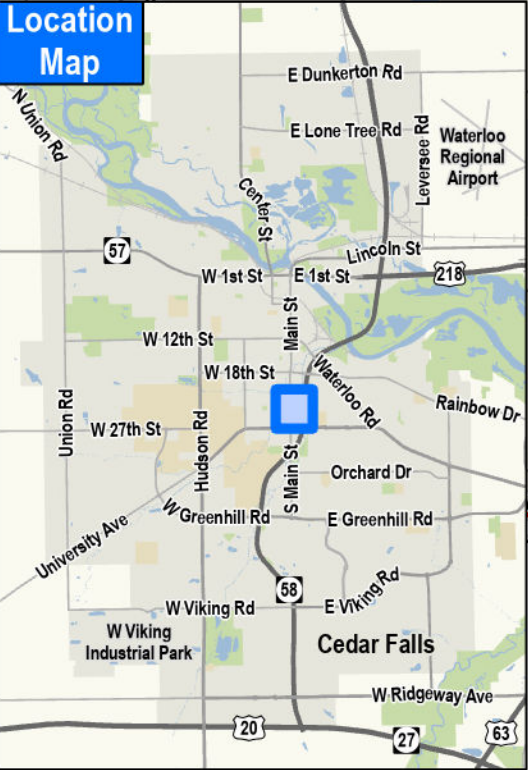
# Cedar Falls Planning and Zoning

## March 27, 2024

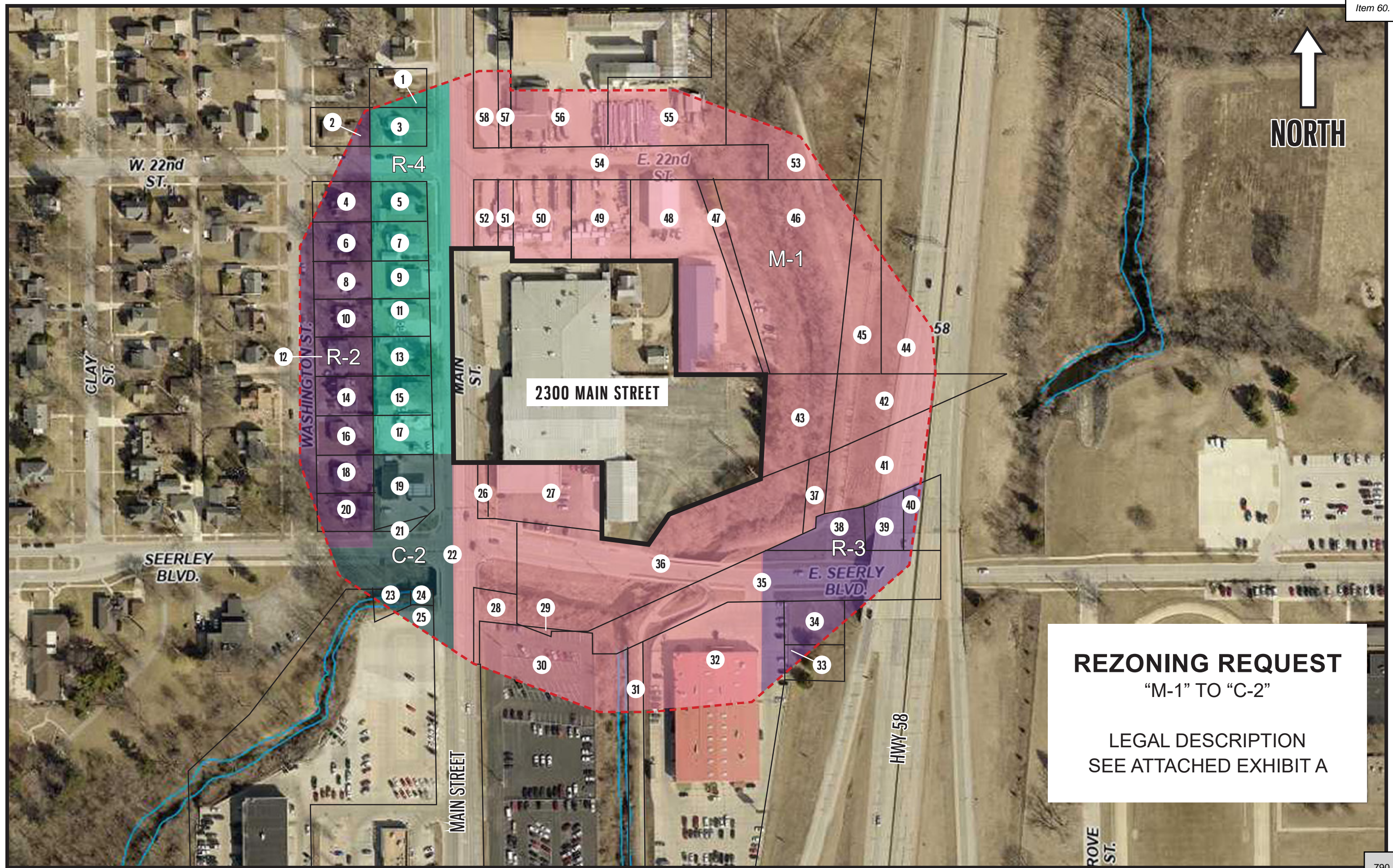
Item 60.



### Location Map



**Rezoning request from M-1 to C-2**  
**2300, 2216 Main St. & 127 E. 23rd St.**  
**(RZ24-001)**



2300 MAIN STREET

**REZONING REQUEST**  
"M-1" TO "C-2"  
  
LEGAL DESCRIPTION  
SEE ATTACHED EXHIBIT A

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FIXING DATE OF HEARING ON PROPOSED  
AMENDMENT TO  
THE CITY OF CEDAR FALLS ZONING MAP AND DIRECTING  
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning from M-1 Light Industrial to C-2 Retail Commercial District, as described below, and

WHEREAS, said Commission has recommended approval of said change in the zoning, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposed change to the zoning from M-1 Light Industrial to C-2 Retail Commercial District to amend the Cedar Falls Zoning Map (Case #RZ24-002), by removing approximately 3.8 acres of real estate located at 2300 Main Street, 2216 Main Street, and 127 E 23<sup>rd</sup> Street., as legally described below, from M-1 Light Industrial and placing the same in the C-2 Retail Commercial:

Legal description for land to be rezoned from M-1 to C-2:

Parcel "F" of Plat of Survey attached to Quit Claim Deed 570 LD 762 of part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

AND

That part of the West Half of the SE  $\frac{1}{4}$  of Section 13, Township 89 North, Range 14 West of the 5th P.M., bounded and described as follows:

Commencing at the point of intersection of the Easterly extension of the center line of 22nd Street and a point distant 50 feet Easterly measured at right angles from the center line of the main track of the Wisconsin, Iowa and Nebraska Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 13; thence Southerly parallel with said original main track center line a distance of 147 feet, more or less to a point distant 147.0 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street, said point being the point of beginning of the parcel of land herein described; thence continuing Southerly parallel with said original main track center line a distance of 367.25 feet, more or less, to a point distant 514.25 feet Southerly,

measured at right angles, from said Easterly extension of the center line of 22nd Street; thence Westerly parallel with said Easterly extension of the center line of 22nd Street a distance of 75 feet, more or less to a point distant 25 feet Westerly measured at right angles, from said original main track center line: thence Northerly parallel with said original main track center line a distance of 367.25 feet, more or less, to a point distant 147.0 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street; thence Easterly parallel with said center line of 22nd Street, extended, a distance of 75 feet, more or less, to the point of beginning, except that part conveyed for right-of-way to City of Cedar Falls in Doc. #2007-01064.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows: Commencing at the intersection of the South line of the Northwest Quarter of the Southeast Quarter of said Section 13 with the East line of the Chicago, Great Western Railroad right-of-way; thence East along the said South line of the Northwest Quarter of the Southeast Quarter, 160 feet; thence North along a line that is parallel with the East line of the Chicago, Great Western Railroad right-of-way, 200 feet; thence West along a line that is parallel with the said South line of the Northwest Quarter of the Southeast Quarter, to the East line of the Chicago, Great Western Railroad right-of-way; thence South along the East line of the Chicago, Great Western Railroad right-of-way, to the place of beginning.

AND

That part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M. Black Hawk County, described as follows: Beginning at the point of intersection of the East line of the Chicago, Great Western Railroad right-of-way with the North line of said Southwest Quarter of the Southeast Quarter; thence South along the East line of the right-of-way, 145 feet: thence East, parallel with the North line of said Southwest Quarter of the Southeast Quarter, 150 feet; thence South parallel with the East line of said right-of-way, 100 feet; thence East, parallel with the North line of said Southwest Quarter of the Southeast Quarter, to a point 364.6 feet East of the West line of said Southwest Quarter of the Southeast Quarter; thence deflect left 22034', 639.5 feet, to the North line of said Southwest Quarter of the Southeast Quarter; thence West along said North line, 851.7 feet to the point of beginning. except that part condemned for the use of State of Iowa and City of Cedar Falls, Iowa in 620 LD 778.

And that said the public hearing shall be held on the 20th day of May 2024, at 7:00 o'clock P.M. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.



INTRODUCED AND ADOPTED this 6th day of May 2024.

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Daniel Laudick, Mayor

ATTEST:

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Kim Kerr, CMC, City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Michelle Pezley AICP, Planner III  
**DATE:** May 6, 2024

**SUBJECT:** Right-of-Way Vacation Request – Longview Street to Cedar Street Alley

**REQUEST:** Setting Public Hearing date for Right-of-Way Vacation Request

**PETITIONER:** Arthur Hesse

**LOCATION:** 1,799 sq. ft. of public right-of-way located West of Pine Street, East of Longview Court between Longview Street and Cedar Street.

#### BACKGROUND

Arthur Hesse requests to vacate the alley that abuts his property at 1307 Longview Street. The undeveloped alley extends from Cedar Street to Longview Street, west of Pine Street, east of Longview Court. The parcel is within the R-2 Zoning District. The proposed vacation will allow Arthur Hesse to own the land where his garage is located and establish a clear title.

#### SETTING PUBLIC HEARING DATE

An exhibit that is attached to this report indicates the area requested for the vacation. This portion of the alley right-of-way was conveyed to Black Hawk County in 1940 by C.N. and Anna Bruhn with the recording of Bruhn's Subdivision No. Two. The City annexed the property in 1971. There are no known utilities within the easement.

#### RECOMMENDATION

At their meeting on April 24, 2024, the Planning and Zoning Commission recommended approval of the proposed vacation. Therefore, staff now requests that City Council set a public hearing date for May 20, 2024, to formally consider the vacation request. A full staff report and summary report of the Planning and Zoning Commission meeting will be provided to City Council prior the public hearing.

Attachments Resolution setting the public hearing date  
 Right-of-Way Vacation Exhibit

For County Recorder's use.

**INDEX LEGEND**

General Description: Part of NE 1/4 of Sec. 02-T89N-R14W, Cedar Falls  
 Surveyor: David L. Scheil (#16775)  
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.  
 2705 University Avenue (P.O. Box 898)  
 Waterloo, Iowa 50704  
 (319)235-6294  
 Survey Requested By: Arthur J. Hesse  
 Proprietor: Arthur J. Hesse

# PLAT OF SURVEY

SHEET 1 OF 2

Parcel "B"  
 Part of NE 1/4 of Sec. 02-T89N-R14W,  
 Cedar Falls, Black Hawk County, Iowa  
 Survey for: Arthur J. Hesse  
 Proprietor: Arthur J. Hesse

## LEGAL DESCRIPTION Parcel "B"

That part of the Northeast Quarter (NE1/4) of Section Two (02), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southwest corner of Lot Fifty-four (54), Bruhn's Subdivision;  
 thence N01°24'46"W Fifty-nine and Ninety-one Hundredths (59.91) feet along the West line of said Lot Fifty-four (54) to the Southwest corner of Lot Fifty-three (53), said Subdivision;  
 thence N01°24'46"W Sixty (60.00) feet along the West line of said Lot Fifty-three (53) to the Northwest corner of said Lot Fifty-three (53);  
 thence S89°13'49"W Fifteen (15.00) feet along the Westerly extension of the North line of said Lot Fifty-three (53) to the Northeast corner of Parcel Described in Land Deed 569, Page 774 in the Black Hawk County Recorder's Office;  
 thence S01°24'46"E One Hundred Nineteen and Ninety-three Hundredths (119.93) feet along the West line of said Parcel to the Westerly extension of the South line of aforesaid Lot Fifty-four (54);  
 thence N89°11'57"E Fifteen (15.00) feet along said Westerly extension to the point of beginning containing 1799 square feet.

### NOTES:

1. The basis of bearings for this Plat of Survey is the West line of Lot 54 assigned a bearing of N01°24'46"W as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.

This Plat or Subdivision has been reviewed by (City of Cedar Falls)

Signature of (City of Cedar Falls) \_\_\_\_\_ Date \_\_\_\_\_  
 Zoning Ordinance Administrator

CES FILE NO. 2837

**SMC**  
 FIELD BOOK 764-20

**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.

Date of Survey, February 7, 2024

Signature: \_\_\_\_\_  
 David L. Scheil, P.L.S.

Date: \_\_\_\_\_, 20\_\_\_\_ License No. 16775

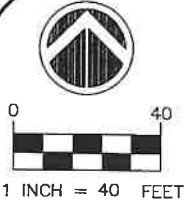
Pages or Sheets Covered by this Seat: 2

My license renewal date is December 31, 2024

# PLAT OF SURVEY

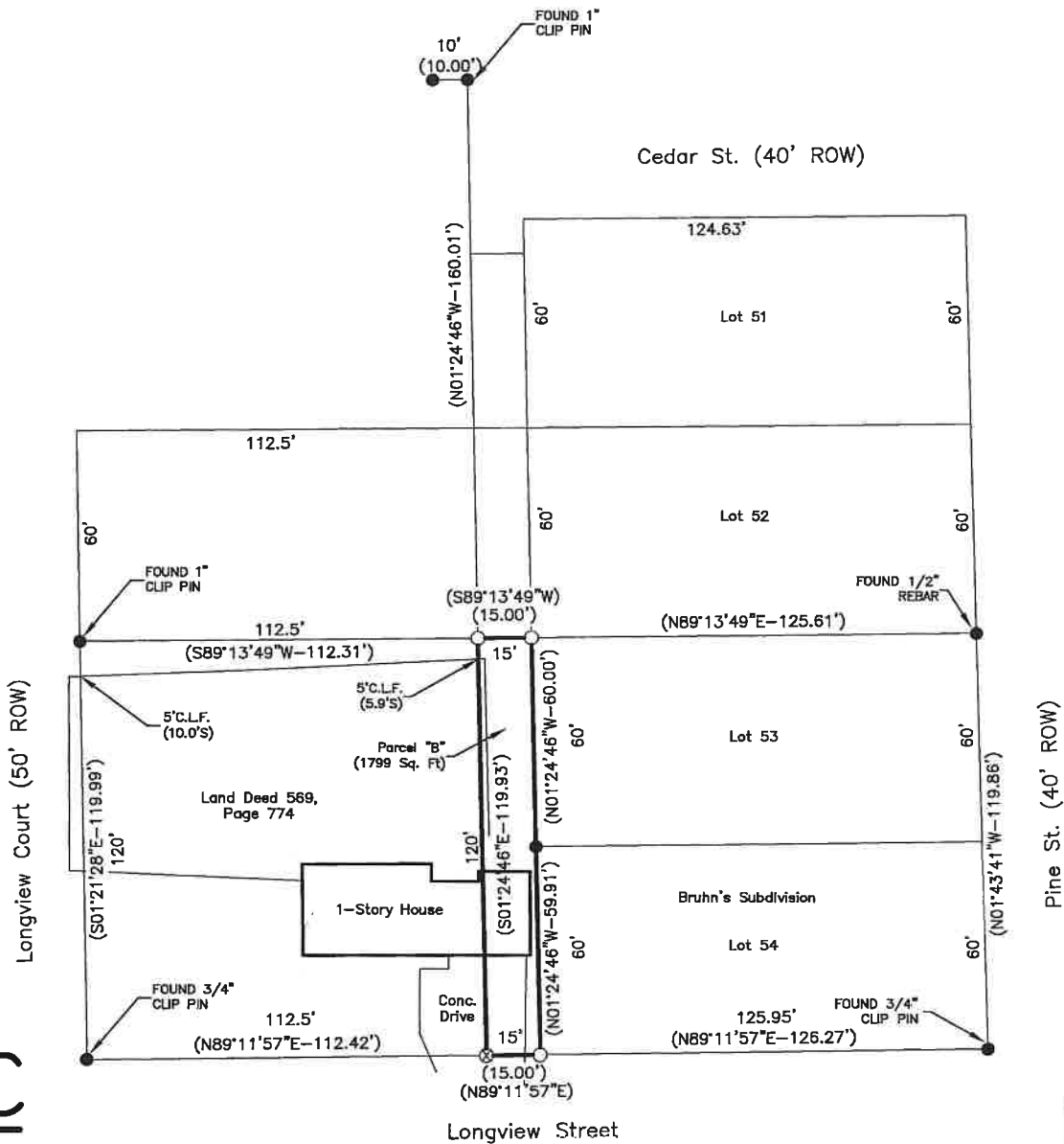
SHEET 2 OF 2

Parcel "B"  
Part of NE 1/4 of Sec. 02-T89N-R14W,  
Cedar Falls, Black Hawk County, Iowa  
Survey for: Arthur J. Hesse  
Proprietor: Arthur J. Hesse



### SURVEY LEGEND:

- DENOTES FOUND PIN & ORANGE CAP #6505 (UNLESS NOTED OTHERWISE)
- DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- ⊗ DENOTES SET "X" CUT IN CONCRETE
- 000.00 DENOTES RECORD DIMENSION  
(000.00) DENOTES FIELD DIMENSION



**SMC**  
FIELD BOOK 764-20

CES FILE NO. 2837

Prepared by: Michelle Pezley, Planning III, 220 Clay St., Cedar Falls, IA 50613 (319) 273-8600  
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING PUBLICATION OF NOTICE AND SETTING DATE FOR PUBLIC HEARING ON A PROPOSAL TO VACATE A PORTION OF ALLEY RIGHT-OF-WAY BETWEEN CEDAR STREET AND LONGVIEW STREET 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 alley right-of-way along between Cedar Street and Longview Street, as described below; and

WHEREAS, the City Council does hereby propose to consider vacating said portion of alley right-of-way along between Cedar Street and Longview Street after public hearing on required notice hereof, with the intent to make this land available for sale and conveyance according to State law.

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 20<sup>th</sup> day of May 2024, on the proposal to vacate the following described right-of-way:

THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWO (02), TOWNSHIP EIGHTY-NINE NORTH (89N) RANGE FOURTEEN WEST (R14W), OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 54, BRUHN'S SUBDIVISION; THENCE N01°24'46"W 59.91 FEET ALONG THE WEST LINE OF SAID LOT 54 TO THE SOUTHWEST CORNER OF LOT 53, SAID SUBDIVISION; THENCE N01°24'46"W 60 FEET ALONG THE WEST LINE OF SAID LOT 54 TO THE NORTHWEST CORNER OF SAID LOT 53; THENCE S89°13'49"W 15 FEET ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 53 TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN LAND DEED 569, PAGE 774 IN THE BLACK HAWK COUNTY RECORDER'S OFFICE. THENCE S01°24'46"E 119.93 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF AFORESAID LOT 54; THENCE N89°11'57"E 15 FEET ALONG SAID

WESTERLY EXTENSION OF THE POINT OF BEGINNING, CONTAINING 1799 SQUARE FEET.

ADOPTED this 6th day of May 2024.

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**MEMORANDUM**  
Legal Services Division

**TO:** Mayor Laudick, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** April 17, 2024  
**SUBJECT:** Amendment to Code of Ordinances Sec. 1-8

Please find attached proposed amendment to Code of Ordinances Sec. 1-8. The simple misdemeanor fines were adjusted to conform with the Code of Iowa.

This amendment requires a public hearing due to reference to the Code of Iowa. That is why this amendment is being proposed separately.

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

Thank you.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 1-8, GENERAL PENALTY; PENALTY FOR SCHEDULED VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SIMPLE MISDEMEANOR PENALTIES TO THE CODE OF IOWA.

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

Section 1-8, General Penalty; Penalty for Scheduled Violations, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 1-8, General Penalty; Penalty for Scheduled Violations, is enacted in lieu thereof, as follows:

**Sec. 1-8. General penalty; penalty for scheduled violations.**

- (a) *General penalty.* The doing of any act prohibited or declared to be unlawful, an offense or a simple misdemeanor by this Code or by any technical code adopted in this Code by reference, or the omission or failure to perform any act or duty required by this Code or by any technical code adopted in this Code by reference, unless another penalty is specified under subsection (b) of this section or elsewhere in this Code, is punishable by a fine of not less than \$~~105.00~~~~65.00~~, but not in excess of \$~~855.00~~~~625.00~~, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment.
- (b) *Scheduled violation.* Where a violation of this Code is a scheduled violation under state law, the penalty for such violation shall be the scheduled fine for such violation under state law.

(Code 2017, § 1-8; Ord. No. 2361, § 1, 12-10-2001; Ord. No. 2693, § 1, 8-10-2009)

State law reference(s)—Maximum penalty prescribed, Iowa Code § 364.3.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk





ORDINANCE NO.

**AN ORDINANCE AMENDING SECTION 1-8, GENERAL PENALTY; PENALTY FOR SCHEDULED VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SIMPLE MISDEMEANOR PENALTIES TO THE CODE OF IOWA.**

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

Section 1-8, General Penalty; Penalty for Scheduled Violations, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 1-8, General Penalty; Penalty for Scheduled Violations, is enacted in lieu thereof, as follows:

**Sec. 1-8. General penalty; penalty for scheduled violations.**

- (a) *General penalty.* The doing of any act prohibited or declared to be unlawful, an offense or a simple misdemeanor by this Code or by any technical code adopted in this Code by reference, or the omission or failure to perform any act or duty required by this Code or by any technical code adopted in this Code by reference, unless another penalty is specified under subsection (b) of this section or elsewhere in this Code, is punishable by a fine of not less than \$105.00, but not in excess of \$855.00, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment.
- (b) *Scheduled violation.* Where a violation of this Code is a scheduled violation under state law, the penalty for such violation shall be the scheduled fine for such violation under state law.

(Code 2017, § 1-8; Ord. No. 2361, § 1, 12-10-2001; Ord. No. 2693, § 1, 8-10-2009)

State law reference(s)—Maximum penalty prescribed, Iowa Code § 364.3.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 05/06/24 COUNCIL MEETING

Item 63.

PREPARED 04/30/2024, 11:21:32  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 10/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1028	441.83	05				TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
1786				10/24	AP 04/18/24 0399974	ROEDING, LISA RMB:MILEAGE-IMFOA CONF. DES MOINES;ONE WAY	66.33		04/29/24
						ACCOUNT TOTAL	66.33	.00	66.33
101-1038	441.81	09				PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
1720				10/24	AP 03/27/24 0399955	SEYMOUR, MADDIE RMB:REMAIN.BAL.HRC PRIZES REC'D BOARD APPROVAL	25.83		04/17/24
						ACCOUNT TOTAL	25.83	.00	25.83
101-1060	423.71	01				OFFICE SUPPLIES / OFFICE SUPPLIES			
1413				11/24	AP 04/05/24 0000000	OFFICE EXPRESS OFFICE PRODUCT BATTERIES, ENVELOPES,WITE OUT, POST-ITS, SHARPIES	391.12		04/26/24
1413				11/24	AP 03/26/24 0000000	STOREY KENWORTHY B&W CFPL WINDOW ENVELOPES	138.80		04/26/24
						ACCOUNT TOTAL	529.92	.00	529.92
101-1060	423.72	99				OPERATING SUPPLIES / POSTAGE			
1414				11/24	AP 03/27/24 0000000	QUADIENT FINANCE USA, INC. POSTAGE	300.00		04/26/24
						ACCOUNT TOTAL	300.00	.00	300.00
101-1060	423.81	91				PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT			
1414				11/24	AP 04/11/24 0000000	GORDON FLESCH COMPANY INC COPIER CONTRACT 020-1483981-000	977.87		04/26/24
						ACCOUNT TOTAL	977.87	.00	977.87
101-1060	423.83	06				TRANSPORTATION&EDUCATION / EDUCATION			
1414				11/24	AP 04/19/24 0000000	SECRETARY, STATE OF IOWA NOTARY APPLICATION FEE- M BANCROFT-SMITHE	30.00		04/26/24
1414				11/24	AP 04/19/24 0000000	SECRETARY, STATE OF IOWA NOTARY APPLICATION FEE- T MEYER	30.00		04/26/24
1414				11/24	AP 04/19/24 0000000	SECRETARY, STATE OF IOWA NOTARY APPLICATION FEE- C RIDER	30.00		04/26/24
						ACCOUNT TOTAL	90.00	.00	90.00
101-1060	423.85	01				UTILITIES / UTILITIES			
1414				11/24	AP 04/05/24 0000000	CEDAR FALLS UTILITIES	2,764.54		04/26/24

PREPARED 04/30/2024, 11:21:32  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2  
 ACCOUNTING PERIOD 10/2024

GROUP	PO	ACCTG	----	TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	BALANCE
										DT
FUND 101 GENERAL FUND										
101-1060-423.85-01 UTILITIES / UTILITIES										
LIBRARY UTILITIES										
ACCOUNT TOTAL							2,764.54	.00		2,764.54
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1414		11/24	AP	04/12/24	0000000	ARAMARK	23.55			04/26/24
LIBRARY MAT SERVICE										
1413		11/24	AP	03/29/24	0000000	ARAMARK	23.55			04/26/24
LIBRARY MAT SERVICE										
ACCOUNT TOTAL							47.10	.00		47.10
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1414		11/24	AP	04/15/24	0000000	WATERLOO PUBLIC LIBRARY	12.99			04/26/24
ADULT BOOKS (LOST BOOK)										
ACCOUNT TOTAL							12.99	.00		12.99
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1414		11/24	AP	04/14/24	0000000	KOREAN SPIRIT & CULTURE PROMO	225.00			04/26/24
FOTL:ADULT-KITS FOR LANTERN CRAFT										
1413		11/24	AP	04/02/24	0000000	LOVE, SAGE	150.00			04/26/24
FOTL:ADULT-TRAVEL FEE FOR PRESENTER										
1720		10/24	AP	03/22/24	0399949	BLACKHAWK HOTEL	164.00			04/17/24
FOTL:ADULT-AUTHOR STAY 05/15/24										
1413		11/24	AP	03/19/24	0000000	LAKESHORE LEARNING	918.85			04/26/24
FOTL:ADULT-PLAY KITCHEN										
1413		11/24	AP	03/18/24	0000000	LAKESHORE LEARNING	503.69			04/26/24
FOTL:ADULT-CABINET AND BASKETS										
ACCOUNT TOTAL							1,961.54	.00		1,961.54
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1414		11/24	AP	04/18/24	0000000	BAKER & TAYLOR BOOKS	1,172.12			04/26/24
BERG 2 RMB SLP '24-YOUTH BOOKS										
1413		11/24	AP	04/04/24	0000000	BAKER & TAYLOR BOOKS	271.44			04/26/24
RAY 2 RMB BRIDGE TO READING-YOUTH BOOKS										
1413		11/24	AP	04/02/24	0000000	STOREY KENWORTHY	337.00			04/26/24
BERG 2RMB BRANDNG ROLOUT- CARDS & ENVELOPES										
1413		11/24	AP	04/01/24	0000000	BAKER & TAYLOR BOOKS	257.14			04/26/24
RAY 2 RMB BRIDGE TO READING-YOUTH BOOKS										
1413		11/24	AP	03/28/24	0000000	BAKER & TAYLOR BOOKS	373.62			04/26/24
RAY 2 RMB BRIDGE TO READING-YOUTH BOOKS										
1413		11/24	AP	03/28/24	0000000	FRIENDS OF THE GRIMES PUBLIC	225.00			04/26/24
RAY 2 RMB ADVENTURE PASS- TIXKEEPER SOFTWARE										

PREPARED 04/30/2024, 11:21:32  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3  
ACCOUNTING PERIOD 10/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROGS						continued				
1413				11/24	AP 03/21/24 0000000	MAKE IT UP! FACEPAINTING	300.00			04/26/24
						RAY 2RMB 20TH ANIVERSARY- FACE PAINTING				
1720				10/24	AP 03/20/24 0399954	LOVE, ANNA	225.00			04/17/24
						RAY 2 RMB 20TH ANNIVERS. FACE PAINTING				
1413				11/24	AP 03/11/24 0000000	JP PARTY RENTALS LLC	1,131.62			04/26/24
						RAY 2 RMB ANNIVERSARY- RENTAL FEE REMAINDER				
1720				10/24	AP 03/11/24 0399952	JP PARTY RENTALS LLC	1,131.63			04/17/24
						RAY 2 RMB 20TH ANNIVERS. 50% DEPOSIT-RENTAL FEE				
						ACCOUNT TOTAL	5,424.57	.00		5,424.57
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
1413				11/24	AP 03/19/24 0000000	BRODART CO.	511.96			04/26/24
						5.25X8.5" & 6X9.5" BOOK COVERS & 16" BOOK ROLL				
						ACCOUNT TOTAL	511.96	.00		511.96
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1414				11/24	AP 04/17/24 0000000	BAKER & TAYLOR BOOKS	217.54			04/26/24
						ADULT BOOKS				
1414				11/24	AP 04/16/24 0000000	BAKER & TAYLOR BOOKS	413.34			04/26/24
						ADULT BOOKS				
1414				11/24	AP 04/15/24 0000000	BAKER & TAYLOR BOOKS	88.99			04/26/24
						ADULT BOOKS				
1414				11/24	AP 04/15/24 0000000	BAKER & TAYLOR BOOKS	418.10			04/26/24
						ADULT BOOKS				
1414				11/24	AP 04/10/24 0000000	BAKER & TAYLOR BOOKS	331.29			04/26/24
						ADULT BOOKS				
1413				11/24	AP 04/09/24 0000000	BAKER & TAYLOR BOOKS	208.55			04/26/24
						ADULT BOOKS				
1413				11/24	AP 04/04/24 0000000	BAKER & TAYLOR BOOKS	65.53			04/26/24
						ADULT BOOKS				
1413				11/24	AP 04/03/24 0000000	BAKER & TAYLOR BOOKS	130.54			04/26/24
						ADULT BOOKS				
1413				11/24	AP 04/02/24 0000000	BAKER & TAYLOR BOOKS	824.15			04/26/24
						ADULT BOOKS				
1413				11/24	AP 04/02/24 0000000	BAKER & TAYLOR BOOKS	168.00			04/26/24
						ADULT BOOKS				
1413				11/24	AP 04/01/24 0000000	BAKER & TAYLOR BOOKS	128.98			04/26/24
						ADULT BOOKS				
1413				11/24	AP 03/28/24 0000000	BAKER & TAYLOR BOOKS	455.35			04/26/24
						ADULT BOOKS				
1413				11/24	AP 03/25/24 0000000	BAKER & TAYLOR BOOKS	104.30			04/26/24
						ADULT BOOKS				
						ACCOUNT TOTAL	3,554.66	.00		3,554.66

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FUND 101 GENERAL FUND									
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
1414				11/24	AP 04/17/24 0000000	BAKER & TAYLOR BOOKS	34.17		04/26/24
						YOUNG ADULT BOOKS			
1414				11/24	AP 04/16/24 0000000	BAKER & TAYLOR BOOKS	52.30		04/26/24
						YOUNG ADULT BOOKS			
1414				11/24	AP 04/15/24 0000000	BAKER & TAYLOR BOOKS	32.95		04/26/24
						YOUNG ADULT BOOKS			
1414				11/24	AP 04/15/24 0000000	BAKER & TAYLOR BOOKS	11.39		04/26/24
						YOUNG ADULT BOOKS			
1414				11/24	AP 04/15/24 0000000	BAKER & TAYLOR BOOKS	11.39		04/26/24
						YOUNG ADULT BOOKS			
1414				11/24	AP 04/10/24 0000000	BAKER & TAYLOR BOOKS	91.12		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 04/09/24 0000000	BAKER & TAYLOR BOOKS	54.07		04/26/24
						YOUNG ADULT BOOKS			
1414				11/24	AP 04/09/24 0000000	BAKER & TAYLOR BOOKS	11.39		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 04/04/24 0000000	BAKER & TAYLOR BOOKS	79.29		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 04/03/24 0000000	BAKER & TAYLOR BOOKS	34.17		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 04/02/24 0000000	BAKER & TAYLOR BOOKS	526.49		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 04/02/24 0000000	BAKER & TAYLOR BOOKS	11.39		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 04/02/24 0000000	BAKER & TAYLOR BOOKS	25.56		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 04/01/24 0000000	BAKER & TAYLOR BOOKS	29.41		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 03/28/24 0000000	BAKER & TAYLOR BOOKS	16.14		04/26/24
						YOUNG ADULT BOOKS			
1413				11/24	AP 03/25/24 0000000	BAKER & TAYLOR BOOKS	965.19		04/26/24
						YOUNG ADULT BOOKS			
						ACCOUNT TOTAL	1,986.42	.00	1,986.42
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
1414				11/24	AP 04/21/24 0000000	LIBRARY IDEAS, LLC	954.37		04/26/24
						YOUTH BOOKS			
1414				11/24	AP 04/17/24 0000000	BAKER & TAYLOR BOOKS	307.73		04/26/24
						YOUTH BOOKS			
1414				11/24	AP 04/16/24 0000000	BAKER & TAYLOR BOOKS	49.33		04/26/24
						YOUTH BOOKS			
1414				11/24	AP 04/15/24 0000000	BAKER & TAYLOR BOOKS	566.67		04/26/24
						YOUTH BOOKS			
1414				11/24	AP 04/15/24 0000000	BAKER & TAYLOR BOOKS	67.23		04/26/24
						YOUTH BOOKS			
1414				11/24	AP 04/10/24 0000000	BAKER & TAYLOR BOOKS	122.94		04/26/24
						YOUTH BOOKS			

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FUND 101 GENERAL FUND										
101-1061-423.09-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued				
1413				11/24 AP 04/09/24	0000000	BAKER & TAYLOR BOOKS	46.11			04/26/24
						YOUTH BOOKS				
1413				11/24 AP 04/08/24	0000000	BAKER & TAYLOR BOOKS	1,208.38			04/26/24
						YOUTH BOOKS				
1413				11/24 AP 04/08/24	0000000	BAKER & TAYLOR BOOKS	346.03			04/26/24
						YOUTH BOOKS				
1413				11/24 AP 04/04/24	0000000	BAKER & TAYLOR BOOKS	100.82			04/26/24
						YOUTH BOOKS				
1413				11/24 AP 04/03/24	0000000	BAKER & TAYLOR BOOKS	434.50			04/26/24
						YOUTH BOOKS				
1413				11/24 AP 04/01/24	0000000	BAKER & TAYLOR BOOKS	37.05			04/26/24
						YOUTH BOOKS				
1413				11/24 AP 03/28/24	0000000	BAKER & TAYLOR BOOKS	52.06			04/26/24
						YOUTH BOOKS				
1413				11/24 AP 03/25/24	0000000	BAKER & TAYLOR BOOKS	315.52			04/26/24
						YOUTH BOOKS				
						ACCOUNT TOTAL	4,608.74	.00	4,608.74	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
1414				11/24 AP 04/17/24	0000000	BAKER & TAYLOR BOOKS	18.24			04/26/24
						LARGE PRINT BOOKS				
1414				11/24 AP 04/15/24	0000000	BAKER & TAYLOR BOOKS	14.40			04/26/24
						LARGE PRINT BOOKS				
1413				11/24 AP 04/09/24	0000000	BAKER & TAYLOR BOOKS	50.52			04/26/24
						LARGE PRINT BOOKS				
1413				11/24 AP 04/03/24	0000000	BAKER & TAYLOR BOOKS	38.99			04/26/24
						LARGE PRINT BOOKS				
1413				11/24 AP 04/02/24	0000000	BAKER & TAYLOR BOOKS	39.00			04/26/24
						LARGE PRINT BOOKS				
1413				11/24 AP 04/01/24	0000000	CENTER POINT LARGE PRINT	49.14			04/26/24
						LARGE PRINT BOOKS				
1413				11/24 AP 03/28/24	0000000	BAKER & TAYLOR BOOKS	22.20			04/26/24
						LARGE PRINT BOOKS				
1413				11/24 AP 03/25/24	0000000	BAKER & TAYLOR BOOKS	134.96			04/26/24
						LARGE PRINT BOOKS				
						ACCOUNT TOTAL	367.45	.00	367.45	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
1414				11/24 AP 04/15/24	0000000	BAKER & TAYLOR BOOKS	24.75			04/26/24
						ADULT CD BOOKS				
1413				11/24 AP 04/08/24	0000000	BAKER & TAYLOR ENTERTAINMENT	11.83			04/26/24
						ADULT CD MUSIC				
1413				11/24 AP 03/26/24	0000000	BAKER & TAYLOR ENTERTAINMENT	11.89			04/26/24
						ADULT CD MUSIC				
1413				11/24 AP 03/21/24	0000000	PLAYAWAY PRODUCTS	67.49			04/26/24

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1061 423.89 24 MISCELLANEOUS SERVICES / ADULT AUDIO						continued		
ADULT PLAYAWAYS								
ACCOUNT TOTAL						115.96	.00	115.96
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO								
1414		11/24	AP	04/17/24	0000000	BAKER & TAYLOR ENTERTAINMENT	18.19	04/26/24
ADULT VIDEOS								
1414		11/24	AP	04/12/24	0000000	BAKER & TAYLOR ENTERTAINMENT	114.05	04/26/24
ADULT VIDEOS								
1413		11/24	AP	04/04/24	0000000	BAKER & TAYLOR ENTERTAINMENT	88.16	04/26/24
ADULT VIDEOS								
1413		11/24	AP	03/29/24	0000000	BAKER & TAYLOR ENTERTAINMENT	9.79	04/26/24
ADULT VIDEOS								
1413		11/24	AP	03/28/24	0000000	BAKER & TAYLOR ENTERTAINMENT	83.96	04/26/24
ADULT VIDEOS								
1413		11/24	AP	03/26/24	0000000	BAKER & TAYLOR ENTERTAINMENT	73.47	04/26/24
ADULT VIDEOS								
ACCOUNT TOTAL						387.62	.00	387.62
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES								
1413		11/24	AP	03/27/24	0000000	MINNESOTA HISTORICAL SOCIETY	11.50	04/26/24
MICROFILM								
ACCOUNT TOTAL						11.50	.00	11.50
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS								
1414		11/24	AP	04/13/24	0000000	EBSCO INFORMATION SERVICES	3.30	04/26/24
IOWAN PRICE ADJUSTMENT								
ACCOUNT TOTAL						3.30	.00	3.30
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO								
1413		11/24	AP	03/21/24	0000000	PLAYAWAY PRODUCTS	44.99	04/26/24
YOUTH PLAYAWAYS								
ACCOUNT TOTAL						44.99	.00	44.99
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO								
1413		11/24	AP	04/05/24	0000000	MIDWEST TAPE, LLC	170.92	04/26/24
YOUTH VIDEOS								
1413		11/24	AP	03/28/24	0000000	MIDWEST TAPE, LLC	268.34	04/26/24
YOUTH VIDEOS								
1413		11/24	AP	03/26/24	0000000	PLAYAWAY PRODUCTS	74.99	04/26/24



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FUND 101 GENERAL FUND									
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO						continued			
1413				11/24	AP 03/22/24 0000000	MIDWEST TAPE, LLC YOUTH LAUNCHPADS YOUTH VIDEOS	209.90		04/26/24
ACCOUNT TOTAL							724.15	.00	724.15
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO									
1413				11/24	AP 03/21/24 0000000	PLAYAWAY PRODUCTS YOUNG ADULT PLAYAWAYS	209.97		04/26/24
ACCOUNT TOTAL							209.97	.00	209.97
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
1414				11/24	AP 04/16/24 0000000	OVERDRIVE, INC.	300.06		04/26/24
1414				11/24	AP 04/16/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	395.88		04/26/24
1414				11/24	AP 04/16/24 0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	133.37		04/26/24
1414				11/24	AP 04/16/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	65.00		04/26/24
1414				11/24	AP 04/10/24 0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	312.48		04/26/24
1414				11/24	AP 04/10/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	117.99		04/26/24
1413				11/24	AP 04/09/24 0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	145.87		04/26/24
1413				11/24	AP 04/09/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	47.50		04/26/24
1413				11/24	AP 04/08/24 0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	65.00		04/26/24
1413				11/24	AP 04/05/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	196.34		04/26/24
1413				11/24	AP 04/05/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	62.50		04/26/24
1413				11/24	AP 04/02/24 0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	263.59		04/26/24
1413				11/24	AP 04/02/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	272.14		04/26/24
1413				11/24	AP 03/31/24 0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	54.50		04/26/24
1413				11/24	AP 03/31/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	95.00		04/26/24
1413				11/24	AP 03/29/24 0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	255.67		04/26/24
1413				11/24	AP 03/29/24 0000000	ADULT E-BOOKS OVERDRIVE, INC.	379.33		04/26/24

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FUND 101 GENERAL FUND									
101	1061	423.89	42	MISCELLANEOUS SERVICES / ADULT E-MATERIALS					
1413		11/24	AP	03/26/24	0000000	OVERDRIVE, INC.	71.08		04/26/24
				ADULT E-BOOKS					
1413		11/24	AP	03/26/24	0000000	OVERDRIVE, INC.	114.82		04/26/24
				ADULT AUDIO BOOKS					
1413		11/24	AP	03/25/24	0000000	OVERDRIVE, INC.	260.98		04/26/24
				ADULT E-BOOKS					
1413		11/24	AP	03/25/24	0000000	OVERDRIVE, INC.	224.97		04/26/24
				ADULT AUDIO BOOKS					
1413		11/24	AP	02/27/24	0000000	OVERDRIVE, INC.	82.50		04/26/24
				ADULT E-BOOKS					
1413		11/24	AP	02/27/24	0000000	OVERDRIVE, INC.	83.00		04/26/24
				ADULT AUDIO BOOKS					
1413		11/24	AP	01/27/24	0000000	OVERDRIVE, INC.	209.98		04/26/24
				ADULT E-BOOKS					
1413		11/24	AP	01/27/24	0000000	OVERDRIVE, INC.	225.48		04/26/24
				ADULT AUDIO BOOKS					
				ACCOUNT TOTAL			4,435.03	.00	4,435.03
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS									
1413		11/24	AP	04/01/24	0000000	OVERDRIVE, INC.	430.17		04/26/24
				YOUNG ADULT E-BOOKS					
1413		11/24	AP	04/01/24	0000000	OVERDRIVE, INC.	319.57		04/26/24
				YOUNG ADULT AUDIO BOOKS					
1413		11/24	AP	03/31/24	0000000	OVERDRIVE, INC.	45.00		04/26/24
				YOUNG ADULT E-BOOKS					
				ACCOUNT TOTAL			794.74	.00	794.74
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS									
1413		11/24	AP	04/02/24	0000000	OVERDRIVE, INC.	650.75		04/26/24
				YOUTH E-BOOKS					
1413		11/24	AP	04/02/24	0000000	OVERDRIVE, INC.	400.81		04/26/24
				YOUTH AUDIO BOOKS					
				ACCOUNT TOTAL			1,051.56	.00	1,051.56
101-1199-421.31-21 HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY STATE AID									
1413		11/24	AP	03/18/24	0000000	LAKESHORE LEARNING STEM ACTIVITY KITS (IEEE STEM)	137.49		04/26/24
				ACCOUNT TOTAL			137.49	.00	137.49
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
1786		10/24	AP	04/23/24	0399971	BLACK HAWK CO.RECORDER	12.00		04/29/24

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FUND 101 GENERAL FUND										
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES						continued				
1720				10/24	AP 04/16/24 0399948	BLACK HAWK CO.RECORDER	62.00			04/17/24
						RCD:TERM.AGRMT.EASE.& RLS OF RIGHT OF WAY EASEMENT				
						RCD:RESOLUTION #23,499				
ACCOUNT TOTAL							74.00	.00	74.00	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1746				10/24	AP 04/18/24 0399959	LUKAS ROHM	59.98			04/19/24
						REFUND-REC.FEES/OVERPMT. CODE ENF.-816 WALNUT ST.				
1711				09/24	AP 04/05/24 0399918	NICOLE LAUVER	21.00			04/15/24
						REFUND-SOFTBALL PROGRAM				
ACCOUNT TOTAL							80.98	.00	80.98	
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
1701				10/24	AP 04/10/24 0399938	BLACK HAWK CO.RECORDER	7.00			04/11/24
						RCD:TERM./RELEASE EASEMT LEVEE PROJECT				
						PROJECT#: 021975				
1701				10/24	AP 04/10/24 0399938	BLACK HAWK CO.RECORDER	7.00			04/11/24
						RCD:TERM./RELEASE EASEMT SUBDIVISION STORMWATER				
						PROJECT#: 023011				
ACCOUNT TOTAL							14.00	.00	14.00	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
1701				10/24	AP 04/10/24 0399941	CEDAR FALLS MUNICIPAL BAND	13,673.61			04/11/24
						PROPERTY TAX PAYMENT				
ACCOUNT TOTAL							13,673.61	.00	13,673.61	
101-2245-442.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1746				10/24	AP 04/16/24 0399960	PEZLEY, MICHELLE	672.96			04/19/24
						RMB:TRAVEL-NAT'L APA CONF MINNEAPOLIS, MN				
ACCOUNT TOTAL							672.96	.00	672.96	
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1746				10/24	AP 04/16/24 0399960	PEZLEY, MICHELLE	785.00			04/19/24
						RMB:REG.-NAT'L APA CONF. MINNEAPOLIS, MN				
ACCOUNT TOTAL							785.00	.00	785.00	
101-2253-423.85-01 UTILITIES / UTILITIES										

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									POST DT
FUND 101 GENERAL FUND									
101	2253	423.85-01				UTILITIES / UTILITIES	continued		
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	4,203.54		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	4,203.54	.00	4,203.54
101-2253-423.85-05		UTILITIES / THE FALLS				POOL UTILITIES			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	878.63		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	878.63	.00	878.63
101-2253-423.89-14		MISCELLANEOUS SERVICES / REFUNDS							
1772		10/24 AP		04/24/24	0399966	KARRIE CHEESEMAN	2,390.00		04/25/24
						REFUND-CAMP CEDAR FALLS			
1786		10/24 AP		04/24/24	0399973	NICK SORBE	1,190.00		04/29/24
						REFUND-CAMP CEDAR FALLS			
1772		10/24 AP		04/23/24	0399965	JOSH AUSTIN	139.10		04/25/24
						REFUND-REC CENTER MEMB.			
1720		10/24 AP		04/11/24	0399953	KATHY BACKSTROM	25.00		04/17/24
						REFUND-BOYS T-BALL			
1701		10/24 AP		04/10/24	0399946	LORA RETTERATH	665.00		04/11/24
						REF:BEACH HOUSE RENTL/DEP			
1720		10/24 AP		04/10/24	0399956	SHELLY CHRISTENSEN	1,190.00		04/17/24
						REFUND-CAMP CEDAR FALLS			
1711		09/24 AP		04/05/24	0399918	NICOLE LAUVER		21.00	04/15/24
						ACCOUNT CORRECTION			
						REFUND-SOFTBALL PROGRAM			
						ACCOUNT TOTAL	5,599.10	21.00	5,578.10
101-2280-423.85-01		UTILITIES / UTILITIES							
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	872.77		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	872.77	.00	872.77
101-2280-423.89-14		MISCELLANEOUS SERVICES / REFUNDS							
1772		10/24 AP		04/24/24	0399962	CHERISSE WILSON	250.00		04/25/24
						REFUND-SECURITY DEPOSIT			
1701		10/24 AP		04/08/24	0399939	BRENDA BUSEMAN	50.00		04/11/24
						REFUND-SECURITY DEPOSIT			
						ACCOUNT TOTAL	300.00	.00	300.00
101-4511-414.85-01		UTILITIES / UTILITIES							

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FUND 101 GENERAL FUND									
101-4511-414.85-01						UTILITIES / UTILITIES			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	3,699.18		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	3,699.18	.00	3,699.18
continued									
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	209.30		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	209.30	.00	209.30
101-5521-415.72-08						OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT			
1786		10/24 AP		04/10/24	0399975	U.S. CELLULAR	94.32		04/29/24
						COVERT CAMERA CELL PLAN			04/09-05/08/24
						ACCOUNT TOTAL	94.32	.00	94.32
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
1772		10/24 AP		04/19/24	0399964	HERNANDEZ, KEVIN	208.09		04/25/24
						RMB:TRAVEL-SNIPER TRNG.			JANESVILLE, WI
1772		10/24 AP		04/17/24	0399968	SCHWAN, KENDALL	9.87		04/25/24
						RMB:MEAL-DARK WEB TRNG.			CEDAR RAPIDS
						ACCOUNT TOTAL	217.96	.00	217.96
101-5521-415.83-08						TRANSPORTATION&EDUCATION / ACADEMY			
1701		10/24 AP		04/05/24	0399937	ARIES, ADAM	21.00		04/11/24
						RMB:FUEL-ILEA			ANKENY
						ACCOUNT TOTAL	21.00	.00	21.00
101-5521-415.85-01						UTILITIES / UTILITIES			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	2,294.92		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	2,294.92	.00	2,294.92
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	50.21		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	50.21	.00	50.21

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FUND 101 GENERAL FUND									
101-6613-433.85-01						UTILITIES / UTILITIES			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	254.90		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	254.90	.00	254.90
101-6616-446.85-01						UTILITIES / UTILITIES			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	5,396.16		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	5,396.16	.00	5,396.16
101-6623-423.85-01						UTILITIES / UTILITIES			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	1,067.49		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	1,067.49	.00	1,067.49
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
1786		10/24 AP		04/19/24	0399972	MIDAMERICAN ENERGY	10.35		04/29/24
						FINCHFORD RIVER GAUGE			
						03/22-04/19/24			
						ACCOUNT TOTAL	10.35	.00	10.35
101-6625-432.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
1720		10/24 AP		04/11/24	0399951	IOWA STATE UNIVERSITY	30.00		04/17/24
						'24 SPRING IA CONCRETE			
						6 LUNCH AND LEARN;W'LOO			
						ACCOUNT TOTAL	30.00	.00	30.00
101-6633-423.85-01						UTILITIES / UTILITIES			
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	1,784.22		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	1,784.22	.00	1,784.22
						FUND TOTAL	73,430.83	21.00	73,409.83

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FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
1701				10/24	AP 04/10/24 0399943	DEBT SERVICE	1,077,264.93			04/11/24
PROPERTY TAX PAYMENT										
1701				10/24	AP 04/10/24 0399940	CAPITAL PROJECTS FUND	721,708.33			04/11/24
PROPERTY TAX PAYMENT TIF-DOWNTOWN										
1701				10/24	AP 04/10/24 0399940	CAPITAL PROJECTS FUND	24,162.63			04/11/24
PROPERTY TAX PAYMENT PINNACLE PRAIRIE										
1701				10/24	AP 04/10/24 0399940	CAPITAL PROJECTS FUND	66,935.24			04/11/24
PROPERTY TAX PAYMENT COLLEGE HILL										
1701				10/24	AP 04/10/24 0399940	CAPITAL PROJECTS FUND	26,884.35			04/11/24
PROPERTY TAX PAYMENT SOUTH CF										
ACCOUNT TOTAL							1,916,955.48	0.00	1,916,955.48	
FUND TOTAL							1,916,955.48	0.00	1,916,955.48	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01 UTILITIES / UTILITIES										
1746				10/24	AP 04/01/24 0399957	CEDAR FALLS UTILITIES	3,860.02			04/19/24
UTILITIES THRU 04/01/24										
ACCOUNT TOTAL							3,860.02	0.00	3,860.02	
206-6647-436.85-01 UTILITIES / UTILITIES										
1746				10/24	AP 04/01/24 0399957	CEDAR FALLS UTILITIES	2,435.99			04/19/24
UTILITIES THRU 04/01/24										
ACCOUNT TOTAL							2,435.99	0.00	2,435.99	
FUND TOTAL							6,296.01	0.00	6,296.01	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
1787				11/24	AP 05/01/24 0040204	BAUCH, JAMES C	322.00			04/30/24
HAP_Lewis H 052024										
1787				11/24	AP 05/01/24 0040251	RINNELS, DOUGLAS G.	850.00			04/30/24
HAP_Hoffman K 052024										
1787				11/24	AP 05/01/24 0040211	CHESTNUT, SHAWN	522.00			04/30/24
HAP_Chestnut N 052024										
1787				11/24	AP 05/01/24 0040219	EXCEPTIONAL PERSONS,INC.	290.00			04/30/24
HAP_Poldberg J 052024										
1787				11/24	AP 05/01/24 0040219	EXCEPTIONAL PERSONS,INC.	354.00			04/30/24
HAP_Nissen A 052024										

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSTST PMTS-OCCUPIED						continued				
1787				11/24	AP 05/01/24 0040219	EXCEPTIONAL PERSONS, INC.	396.00			04/30/24
					HAP Myers J 052024					
1787				11/24	AP 05/01/24 0040219	EXCEPTIONAL PERSONS, INC.	405.00			04/30/24
					HAP Moore M 052024					
1787				11/24	AP 05/01/24 0040219	EXCEPTIONAL PERSONS, INC.	386.00			04/30/24
					HAP Anderson B 052024					
1787				11/24	AP 05/01/24 0040219	EXCEPTIONAL PERSONS, INC.	400.00			04/30/24
					HAP Blake M 052024					
1787				11/24	AP 05/01/24 0040219	EXCEPTIONAL PERSONS, INC.	69.00			04/30/24
					HAP Houdek C 052024					
1787				11/24	AP 05/01/24 0040219	EXCEPTIONAL PERSONS, INC.	53.00			04/30/24
					HAP Epperson M 052024					
1787				11/24	AP 05/01/24 0040224	GOLD FALLS VILLA	441.00			04/30/24
					HAP Shuman J 052024					
1787				11/24	AP 05/01/24 0040222	GEE LAN, JOSEPH N.	361.00			04/30/24
					HAP Juhl A 052024					
1787				11/24	AP 05/01/24 0040226	GRAY, LEROY L. OR CAROLYN K.	800.00			04/30/24
					HAP Mullins J 052024					
1787				11/24	AP 05/01/24 0040202	BARTELT PROPERTIES L.C.	473.00			04/30/24
					HAP Woodward C 052024					
1787				11/24	AP 05/01/24 0040202	BARTELT PROPERTIES L.C.	1,050.00			04/30/24
					HAP Avino G 052024					
1787				11/24	AP 05/01/24 0040202	BARTELT PROPERTIES L.C.	541.00			04/30/24
					HAP Luck L 052024					
1787				11/24	AP 05/01/24 0040260	VALDIVIA, OSCAR J.	1,049.00			04/30/24
					HAP Davis C 052024					
1787				11/24	AP 05/01/24 0040264	WILKEN PROPERTIES, LLC	860.00			04/30/24
					HAP Barfels K 052024					
1787				11/24	AP 05/01/24 0040264	WILKEN PROPERTIES, LLC	405.00			04/30/24
					HAP Andersen L 052024					
1787				11/24	AP 05/01/24 0040264	WILKEN PROPERTIES, LLC	145.00			04/30/24
					HAP Godbey J 052024					
1787				11/24	AP 05/01/24 0040249	PURDY PROPERTIES, LLC	932.00			04/30/24
					HAP Cummings A 052024					
1787				11/24	AP 05/01/24 0040205	BETH N BROS LLC	838.00			04/30/24
					HAP Beaman D 052024					
1787				11/24	AP 05/01/24 0040215	D & J PROPERTIES	550.00			04/30/24
					HAP Grant F 052024					
1787				11/24	AP 05/01/24 0040215	D & J PROPERTIES	705.00			04/30/24
					HAP Sumerall T 052024					
1787				11/24	AP 05/01/24 0040215	D & J PROPERTIES	325.00			04/30/24
					HAP Rogers S 052024					
1787				11/24	AP 05/01/24 0040215	D & J PROPERTIES	775.00			04/30/24
					HAP Mitchell L 052024					
1787				11/24	AP 05/01/24 0040215	D & J PROPERTIES	775.00			04/30/24
					HAP Keys A 052024					
1787				11/24	AP 05/01/24 0040215	D & J PROPERTIES	707.00			04/30/24
					HAP Burkhardt J 052024					
1787				11/24	AP 05/01/24 0040215	D & J PROPERTIES	668.00			04/30/24



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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1787				11/24	AP 05/01/24 0040215	D & J PROPERTIES	800.00			04/30/24
					HAP Terry M 052024					
1787				11/24	AP 05/01/24 0040254	STANDARD FAMILY ASSIST.LIVING	242.00			04/30/24
					HAP Brunson K 052024					
1787				11/24	AP 05/01/24 0040208	CEDAR APARTMENTS LLC	293.00			04/30/24
					HAP Refshauge T 052024					
1787				11/24	AP 05/01/24 0040208	CEDAR APARTMENTS LLC	237.00			04/30/24
					HAP Groskurth D 052024					
1787				11/24	AP 05/01/24 0040220	FIRM FOUNDATION REAL ESTATE L	321.00			04/30/24
					HAP Becerra C 052024					
1787				11/24	AP 05/01/24 0040256	SWEETING, LARRY	1,000.00			04/30/24
					HAP Schumacher D 052024					
1787				11/24	AP 05/01/24 0040213	CITY OF CARLSBAD	3,427.00			04/30/24
					HAP Levry S 052024					
1787				11/24	AP 05/01/24 0040230	HUNNY HOMES, LLC	800.00			04/30/24
					HAP Prior D 052024					
1787				11/24	AP 05/01/24 0040230	HUNNY HOMES, LLC	716.00			04/30/24
					HAP Meyer N 052024					
1787				11/24	AP 05/01/24 0040230	HUNNY HOMES, LLC	739.00			04/30/24
					HAP Lange S 052024					
1787				11/24	AP 05/01/24 0040231	IACE LINCOLN MHP LLC	498.00			04/30/24
					HAP Wilder S 052024					
1787				11/24	AP 05/01/24 0040231	IACE LINCOLN MHP LLC	625.00			04/30/24
					HAP Rule S 052024					
1787				11/24	AP 05/01/24 0040231	IACE LINCOLN MHP LLC	340.00			04/30/24
					HAP Cochran S 052024					
1787				11/24	AP 05/01/24 0040231	IACE LINCOLN MHP LLC	357.00			04/30/24
					HAP Jones T 052024					
1787				11/24	AP 05/01/24 0040263	WASSERFORT, JOAN K.	571.00			04/30/24
					HAP Vasquez A 052024					
1787				11/24	AP 05/01/24 0040201	BARKER, CARMEN	800.00			04/30/24
					HAP Nimmo J 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	49.00			04/30/24
					HAP Powell A 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	546.00			04/30/24
					HAP Johnson B 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	574.00			04/30/24
					HAP Belz D 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	447.00			04/30/24
					HAP Gray P 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	538.00			04/30/24
					HAP Sturgeon C 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	609.00			04/30/24
					HAP Mahler D 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	522.00			04/30/24
					HAP Cruz Reyes M 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	542.00			04/30/24
					HAP Siebel M 052024					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	370.00			04/30/24
				HAP Cannon K 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	293.00			04/30/24
				HAP Bruns K 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	311.00			04/30/24
				HAP Duwa C 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	490.00			04/30/24
				HAP Kelly K 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	481.00			04/30/24
				HAP Brown G 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	439.00			04/30/24
				HAP Overkamp D 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	540.00			04/30/24
				HAP Miller M 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	464.00			04/30/24
				HAP Deck J 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	160.00			04/30/24
				HAP Welshans D 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	540.00			04/30/24
				HAP Lang M 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	668.00			04/30/24
				HAP Beebe B 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	540.00			04/30/24
				HAP Kressley F 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	440.00			04/30/24
				HAP Graas A 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	219.00			04/30/24
				HAP Delamore Jr D 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	271.00			04/30/24
				HAP Wagner K 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	496.00			04/30/24
				HAP Fain S 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	514.00			04/30/24
				HAP Schossow I 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	478.00			04/30/24
				HAP Newson C 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	790.00			04/30/24
				HAP Werner R 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	546.00			04/30/24
				HAP Beck J 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	674.00			04/30/24
				HAP Ali V 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	451.00			04/30/24
				HAP Sheppard L 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	546.00			04/30/24
				HAP Quackenbush K 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	244.00			04/30/24
				HAP Fremont G 052024						
1787				11/24 AP 05/01/24	0040246	PARK @ NINE23 MANOR	524.00			04/30/24

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FUND 217 SECTION 8 HOUSING FUND										
217	2214	432.89	61		MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					
										continued
					HAP Sandahl R 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	432.00			04/30/24
					HAP Hanson G 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	434.00			04/30/24
					HAP Miller E 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	447.00			04/30/24
					HAP Hansen T 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	199.00			04/30/24
					HAP Meier R 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	548.00			04/30/24
					HAP Price R 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	441.00			04/30/24
					HAP Barber D 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	540.00			04/30/24
					HAP Richards S 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	363.00			04/30/24
					HAP Kampman B 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	467.00			04/30/24
					HAP Regenold S 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	540.00			04/30/24
					HAP Kenealy E 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	546.00			04/30/24
					HAP Schultz B 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	426.00			04/30/24
					HAP Williamson P 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	489.00			04/30/24
					HAP Baker A 052024					
1787				11/24	AP 05/01/24 0040246	PARK @ NINE23 MANOR	276.00			04/30/24
					HAP O'day J 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	455.00			04/30/24
					HAP Stegen R 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	220.00			04/30/24
					HAP Stock M 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	487.00			04/30/24
					HAP Greene L 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	544.00			04/30/24
					HAP Howe J 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	445.00			04/30/24
					HAP Hayden J 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	31.00			04/30/24
					HAP Lenz J 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	385.00			04/30/24
					HAP Shelton S 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	133.00			04/30/24
					HAP Brown J 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	191.00			04/30/24
					HAP Garvis C 052024					
1787				11/24	AP 05/01/24 0040259	THUNDER RIDGE SR.APARTMENTS L	407.00			04/30/24
					HAP Lewis C 052024					

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	290.00		04/30/24	
					HAP Wright S 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	431.00		04/30/24	
					HAP Wright S 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	336.00		04/30/24	
					HAP Birk J 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	336.00		04/30/24	
					HAP Ford M 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	160.00		04/30/24	
					HAP Voy M 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	120.00		04/30/24	
					HAP Friedrich D 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	458.00		04/30/24	
					HAP Lebahn B 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	477.00		04/30/24	
					HAP Strickland L 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	233.00		04/30/24	
					HAP Matthias L 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	330.00		04/30/24	
					HAP Mackie N 052024				
1787				11/24 AP 05/01/24	0040259 THUNDER RIDGE SR.APARTMENTS L	526.00		04/30/24	
					HAP Lippert R 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	494.00		04/30/24	
					HAP Nelson B 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	251.00		04/30/24	
					HAP Ford D 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	417.00		04/30/24	
					HAP Swartley J 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	533.00		04/30/24	
					HAP Ducharme T 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	462.00		04/30/24	
					HAP Moore D 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	156.00		04/30/24	
					HAP Porter J 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	328.00		04/30/24	
					HAP Dixon S 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	405.00		04/30/24	
					HAP Clark T 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	544.00		04/30/24	
					HAP Prior L 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	243.00		04/30/24	
					HAP Bradley J 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	531.00		04/30/24	
					HAP Henderson D 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	312.00		04/30/24	
					HAP Havlik C 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	531.00		04/30/24	
					HAP Temple S 052024				
1787				11/24 AP 05/01/24	0040261 VILLAGE I AT NINE23 APARTMENT	528.00		04/30/24	

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED							continued		
						HAP Gordon Jr. T 052024			
1787				11/24 AP 05/01/24	0040261	VILLAGE I AT NINE23 APARTMENT	291.00		04/30/24
						HAP Vaughn S 052024			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	119.00		04/30/24
						Prior 5694286669			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	231.00		04/30/24
						Santiago-Lebron 873557879			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	186.00		04/30/24
						Hoffman 1928441540			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	99.00		04/30/24
						Young 1995063175			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	104.00		04/30/24
						Mitchell 0876307197			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	64.00		04/30/24
						Keys 7930305447			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	81.00		04/30/24
						BALM 4535924167			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	50.00		04/30/24
						Jurries 7681775462			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	71.00		04/30/24
						Davis 1373345676			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	73.00		04/30/24
						Mullins 9837918987			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	94.00		04/30/24
						Rule 9816666531			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	85.00		04/30/24
						O'dell 6706830799			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	221.00		04/30/24
						Tranby 7598128389			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	80.00		04/30/24
						Nimmo 2553475826			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	27.00		04/30/24
						Schumacher 6504025619			
1787				11/24 AP 05/01/24	0040209	CEDAR FALLS UTILITIES-SEC.8	111.00		04/30/24
						Brunson 8131134851			
1787				11/24 AP 05/01/24	0040239	MALBEC PROPERTIES, LLC	411.00		04/30/24
						HAP Smith T 052024			
1787				11/24 AP 05/01/24	0040239	MALBEC PROPERTIES, LLC	544.00		04/30/24
						HAP Tomlyanovich C 052024			
1787				11/24 AP 05/01/24	0040239	MALBEC PROPERTIES, LLC	481.00		04/30/24
						HAP Hepker D 052024			
1787				11/24 AP 05/01/24	0040212	CHRISTOPHERSON RENTALS	658.00		04/30/24
						HAP Ricks F 052024			
1787				11/24 AP 05/01/24	0040212	CHRISTOPHERSON RENTALS	158.00		04/30/24
						HAP Hall T 052024			
1787				11/24 AP 05/01/24	0040212	CHRISTOPHERSON RENTALS	543.00		04/30/24
						HAP Hoffert J 052024			
1787				11/24 AP 05/01/24	0040212	CHRISTOPHERSON RENTALS	582.00		04/30/24
						HAP Benson J 052024			

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1787		11/24 AP		05/01/24	0040212	CHRISTOPHERSON RENTALS	167.00			04/30/24
		HAP Pellitteri A 052024								
1787		11/24 AP		05/01/24	0040212	CHRISTOPHERSON RENTALS	541.00			04/30/24
		HAP Hunt M 052024								
1787		11/24 AP		05/01/24	0040212	CHRISTOPHERSON RENTALS	591.00			04/30/24
		HAP Ackerson B 052024								
1787		11/24 AP		05/01/24	0040212	CHRISTOPHERSON RENTALS	504.00			04/30/24
		HAP Tovar S 052024								
1787		11/24 AP		05/01/24	0040212	CHRISTOPHERSON RENTALS	275.00			04/30/24
		HAP Lam C 052024								
1787		11/24 AP		05/01/24	0040212	CHRISTOPHERSON RENTALS	897.00			04/30/24
		HAP Dyer A 052024								
1787		11/24 AP		05/01/24	0040212	CHRISTOPHERSON RENTALS	419.00			04/30/24
		HAP Wilson T 052024								
1787		11/24 AP		05/01/24	0040212	CHRISTOPHERSON RENTALS	474.00			04/30/24
		HAP Sherwood S 052024								
1787		11/24 AP		05/01/24	0040248	PETERSEN, RANDEL	1,208.00			04/30/24
		HAP Brown S 052024								
1787		11/24 AP		05/01/24	0040218	EPM IOWA	633.00			04/30/24
		HAP Thompson T 052024								
1787		11/24 AP		05/01/24	0040216	DC MANAGEMENT, LLC	650.00			04/30/24
		HAP Strickland S 052024								
1787		11/24 AP		05/01/24	0040237	KROEMER, KRAIG	750.00			04/30/24
		HAP Chapman J 052024								
1787		11/24 AP		05/01/24	0040238	LEGACY RESIDENTIAL	374.00			04/30/24
		HAP Ross Z 052024								
1787		11/24 AP		05/01/24	0040238	LEGACY RESIDENTIAL	85.00			04/30/24
		HAP Jordan L 052024								
1787		11/24 AP		05/01/24	0040244	OWL INVESTMENTS, LLC	544.00			04/30/24
		HAP Schroeder S 052024								
1787		11/24 AP		05/01/24	0040214	CRESCENT CONDOMINIUMS, LLC	465.00			04/30/24
		HAP Lohr K 052024								
1787		11/24 AP		05/01/24	0040252	ROGERS, DERICK	811.00			04/30/24
		HAP Sherwood J 052024								
1787		11/24 AP		05/01/24	0040252	ROGERS, DERICK	1,373.00			04/30/24
		HAP Santiago-Lebro 052024								
1787		11/24 AP		05/01/24	0040235	KAI, BRENT	284.00			04/30/24
		HAP Hamilton T 052024								
1787		11/24 AP		05/01/24	0040242	MORRIS, RICHARD R.	1,200.00			04/30/24
		HAP Young C 052024								
1787		11/24 AP		05/01/24	0040253	STAND FIRM PROPERTIES LLC	378.00			04/30/24
		HAP Rousseau G 052024								
1787		11/24 AP		05/01/24	0040253	STAND FIRM PROPERTIES LLC	484.00			04/30/24
		HAP Hodge G 052024								
1787		11/24 AP		05/01/24	0040266	WYMORE, LARRY R.	237.00			04/30/24
		HAP MOFFETT J 052024								
1787		11/24 AP		05/01/24	0040233	JDR PROPERTIES, INC.	215.00			04/30/24
		HAP Diaz J 052024								
1787		11/24 AP		05/01/24	0040234	JLL EXTENDED STAY INN	222.00			04/30/24

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
					HAP_Zanders D 052024					
1787				11/24	AP 05/01/24 0040234	JLL EXTENDED STAY INN	400.00			04/30/24
					HAP_Pfeiffer M 052024					
1787				11/24	AP 05/01/24 0040234	JLL EXTENDED STAY INN	462.00			04/30/24
					HAP_Wester L 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	343.00			04/30/24
					HAP_Wilson J 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	411.00			04/30/24
					HAP_Billman D 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	415.00			04/30/24
					HAP_Cruise B 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	483.00			04/30/24
					HAP_Garrigus S 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	25.00			04/30/24
					HAP_Hoodjer S 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	411.00			04/30/24
					HAP_Lam K 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	414.00			04/30/24
					HAP_Humphrey E 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	600.00			04/30/24
					HAP_BALM D 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	145.00			04/30/24
					HAP_Rogers J 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	434.00			04/30/24
					HAP_Harmon A 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	551.00			04/30/24
					HAP_Wheeler S 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	714.00			04/30/24
					HAP_Coleman P 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	380.00			04/30/24
					HAP_O'Brien N 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	409.00			04/30/24
					HAP_Saccento J 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	514.00			04/30/24
					HAP_Harken G 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	600.00			04/30/24
					HAP_O'dell J 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	421.00			04/30/24
					HAP_Dzapo S 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	535.00			04/30/24
					HAP_Haug K 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	509.00			04/30/24
					HAP_Loffredo C 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	49.00			04/30/24
					HAP_Nielsen J 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	583.00			04/30/24
					HAP_Willis C 052024					
1787				11/24	AP 05/01/24 0040262	VILLAGE II AT NINE23 APARTMEN	582.00			04/30/24
					HAP_Lane S 052024					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1787		11/24 AP		05/01/24	0040228	HOUSING AUTHORITY OF JOLIET	978.00			04/30/24
		HAP Wilson Q 052024								
1787		11/24 AP		05/01/24	0040228	HOUSING AUTHORITY OF JOLIET	1,875.00			04/30/24
		HAP Payne I 052024								
1787		11/24 AP		05/01/24	0040229	HOWARD, BRAD	351.00			04/30/24
		HAP Thrower M 052024								
1787		11/24 AP		05/01/24	0040250	R & R RENTAL PROPERTIES, LLC	536.00			04/30/24
		HAP Stewart J 052024								
1787		11/24 AP		05/01/24	0040227	HAGEDORN, JEREMIAH	830.00			04/30/24
		HAP Gottfried L 052024								
1787		11/24 AP		05/01/24	0040227	HAGEDORN, JEREMIAH	927.00			04/30/24
		HAP Clinton A 052024								
1787		11/24 AP		05/01/24	0040225	GOV, LLC	1,024.00			04/30/24
		HAP Guzzle T 052024								
1787		11/24 AP		05/01/24	0040207	CARL ERICSON	806.00			04/30/24
		HAP Leohr K 052024								
1787		11/24 AP		05/01/24	0040207	CARL ERICSON	976.00			04/30/24
		HAP Burk B 052024								
1787		11/24 AP		05/01/24	0040207	CARL ERICSON	697.00			04/30/24
		HAP Cooper L 052024								
1787		11/24 AP		05/01/24	0040265	WINGERT, BRIAN	430.00			04/30/24
		HAP Holden K 052024								
1787		11/24 AP		05/01/24	0040255	STEIN INVESTMENTS, LLC	836.00			04/30/24
		HAP Gordon A 052024								
1787		11/24 AP		05/01/24	0040243	OAKVIEW PROPERTIES LLC	1,000.00			04/30/24
		HAP Jurries P 052024								
1787		11/24 AP		05/01/24	0040210	CEDAR VALLEY LIVING LLC	251.00			04/30/24
		HAP White L 052024								
1787		11/24 AP		05/01/24	0040210	CEDAR VALLEY LIVING LLC	254.00			04/30/24
		HAP Bachman K 052024								
1787		11/24 AP		05/01/24	0040258	THIRD AVE PLACE LLC	748.00			04/30/24
		HAP Boehmer R 052024								
1787		11/24 AP		05/01/24	0040236	KELLY PROPERTY INVESTMENTS LL	240.00			04/30/24
		HAP Clayton R 052024								
1787		11/24 AP		05/01/24	0040241	MCKERNAN, PAMELA	448.00			04/30/24
		HAP Buchanan J 052024								
1787		11/24 AP		05/01/24	0040240	MCH INVESTMENTS LLC	527.00			04/30/24
		HAP Langel A 052024								
1787		11/24 AP		05/01/24	0040240	MCH INVESTMENTS LLC	461.00			04/30/24
		HAP Barr G 052024								
1787		11/24 AP		05/01/24	0040247	PAULSON, JAMES	296.00			04/30/24
		HAP Bond J 052024								
1787		11/24 AP		05/01/24	0040217	ELMCREST ESTATES, L.C.	524.00			04/30/24
		HAP Davis D 052024								
1787		11/24 AP		05/01/24	0040221	G P MANAGEMENT LLC	391.00			04/30/24
		HAP Wenzel J 052024								
1787		11/24 AP		05/01/24	0040257	T.J.J.C. L.L.C.	179.00			04/30/24
		HAP Hornback K 052024								
1787		11/24 AP		05/01/24	0040257	T.J.J.C. L.L.C.	376.00			04/30/24



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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1787				11/24 AP 05/01/24	0040257	T.J.J.C. L.L.C.	432.00		04/30/24
1787				11/24 AP 05/01/24	0040257	T.J.J.C. L.L.C.	314.00		04/30/24
1787				11/24 AP 05/01/24	0040257	T.J.J.C. L.L.C.	257.00		04/30/24
1787				11/24 AP 05/01/24	0040223	GERDES III, BENJAMIN P.	754.00		04/30/24
1787				11/24 AP 05/01/24	0040223	GERDES III, BENJAMIN P.	286.00		04/30/24
1787				11/24 AP 05/01/24	0040223	GERDES III, BENJAMIN P.	1,600.00		04/30/24
1787				11/24 AP 05/01/24	0040223	GERDES III, BENJAMIN P.	1,080.00		04/30/24
1787				11/24 AP 05/01/24	0040232	J & A PROPERTIES	671.00		04/30/24
1787				11/24 AP 05/01/24	0040203	BARTELT RENTALS L.C.	873.00		04/30/24
1787				11/24 AP 05/01/24	0040203	BARTELT RENTALS L.C.	914.00		04/30/24
1787				11/24 AP 05/01/24	0040203	BARTELT RENTALS L.C.	527.00		04/30/24
1787				11/24 AP 05/01/24	0040206	C & H HOLDINGS LLC	673.00		04/30/24
ACCOUNT TOTAL							116,284.00	.00	116,284.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS									
1787				11/24 AP 05/01/24	0040213	CITY OF CARLSBAD	62.05		04/30/24
1787				11/24 AP 05/01/24	0040228	HOUSING AUTHORITY OF JOLIET	48.79		04/30/24
1787				11/24 AP 05/01/24	0040228	HOUSING AUTHORITY OF JOLIET	48.79		04/30/24
ACCOUNT TOTAL							159.63	.00	159.63
FUND TOTAL							116,443.63	.00	116,443.63
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.88-07 OUTSIDE AGENCIES / PATHWAYS BEHAVIORAL SERV.									
1746				10/24 AP 04/11/24	0004877	PATHWAYS BEHAVIORAL SERVICES	5,800.00		04/19/24
ACCOUNT TOTAL							5,800.00	.00	5,800.00

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GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT	POST	DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
										---	
FUND 223 COMMUNITY BLOCK GRANT											
223-2224-432.88-33 OUTSIDE AGENCIES / NORTHEAST IOWA FOOD BANK											
1746		10/24 AP	04/12/24	0004876	NORTHEAST IOWA FOOD BANK	4,749.56			04/19/24		
CDBG 3RD QTR. FY24											
ACCOUNT TOTAL						4,749.56		.00	4,749.56		
FUND TOTAL						10,549.56		.00	10,549.56		
FUND 224 TRUST & AGENCY											
FUND 242 STREET REPAIR FUND											
FUND 254 CABLE TV FUND											
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING											
1772		10/24 AP	04/19/24	0399963	DEWITT, JASON	150.00			04/25/24		
PROJECT#: 756 UNI SPRING FB SHOWCASE CAMERA OPERATOR											
1772		10/24 AP	04/19/24	0399969	STOW, CHRISTIAN	150.00			04/25/24		
PROJECT#: 756 UNI SPRING FB SHOWCASE CAMERA OPERATOR											
ACCOUNT TOTAL						300.00		.00	300.00		
FUND TOTAL						300.00		.00	300.00		
FUND 258 PARKING FUND											
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
1746		10/24 AP	04/01/24	0399957	CEDAR FALLS UTILITIES	16.80			04/19/24		
UTILITIES THRU 04/01/24											
ACCOUNT TOTAL						16.80		.00	16.80		
FUND TOTAL						16.80		.00	16.80		
FUND 261 TOURISM & VISITORS											
261-2291-423.85-01 UTILITIES / UTILITIES											
1746		10/24 AP	04/01/24	0399957	CEDAR FALLS UTILITIES	906.14			04/19/24		
UTILITIES THRU 04/01/24											
ACCOUNT TOTAL						906.14		.00	906.14		
FUND TOTAL						906.14		.00	906.14		

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FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01					UTILITIES / UTILITIES				
1415		11/24 AP		04/05/24	0000000	CEDAR FALLS UTILITIES	526.58		04/26/24
					COMMUNITY CNTER UTILITIES				
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	127.40		04/19/24
					UTILITIES THRU 04/01/24				
					ACCOUNT TOTAL		653.98	.00	653.98
262-1092-423.87-01 RENTALS / RENTALS									
1772		10/24 AP		04/17/24	0399970	UNI ENVIRONMENTAL SCIENCE DEP	250.00		04/25/24
					REFUND-SECURITY DEPOSIT				
1772		10/24 AP		04/10/24	0399967	MARILYN BARTELS	250.00		04/25/24
					REFUND-SECURITY DEPOSIT				
					ACCOUNT TOTAL		500.00	.00	500.00
					FUND TOTAL		1,153.98	.00	1,153.98
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2024 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									

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FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220	431.94	33		CAPITAL PROJECTS /		PROPERTY ACQUISITION			
1746	10/24	AP	04/01/24	0399957		CEDAR FALLS UTILITIES	258.25		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	258.25	.00	258.25
						FUND TOTAL	258.25	.00	258.25
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2018 SEWER BONDS									
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-6685	436.85	01		UTILITIES /		UTILITIES			
1746	10/24	AP	04/01/24	0399957		CEDAR FALLS UTILITIES	3,794.80		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	3,794.80	.00	3,794.80
551-6685	436.86	34		REPAIR & MAINTENANCE /		BILLING & COLLECTING			
1746	10/24	AP	04/01/24	0399957		CEDAR FALLS UTILITIES	6,603.33		04/19/24
						UTILITIES THRU 04/01/24			
						ACCOUNT TOTAL	6,603.33	.00	6,603.33
551-6685	436.87	02		RENTALS / MATERIAL		DISPOSAL/HANDLIN			
1772	10/24	AP	04/15/24	0399961		BLACK HAWK CO.LANDFILL	20,410.18		04/25/24
						LANDFILL SRV:4/1-4/15/24			
						ACCOUNT TOTAL	20,410.18	.00	20,410.18
						FUND TOTAL	30,808.31	.00	30,808.31

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FUND 552 SEWER RENTAL FUND										
552-6665-436.85-01 UTILITIES / UTILITIES										
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	9,611.54			04/19/24
						UTILITIES THRU 04/01/24				
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	11,282.64			04/19/24
						UTILITIES THRU 04/01/24				
						ACCOUNT TOTAL	20,894.18	.00		20,894.18
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	6,603.33			04/19/24
						UTILITIES THRU 04/01/24				
						ACCOUNT TOTAL	6,603.33	.00		6,603.33
						FUND TOTAL	27,497.51	.00		27,497.51
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.85-01 UTILITIES / UTILITIES										
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	49.18			04/19/24
						UTILITIES THRU 04/01/24				
						ACCOUNT TOTAL	49.18	.00		49.18
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1746		10/24 AP		04/01/24	0399957	CEDAR FALLS UTILITIES	6,603.33			04/19/24
						UTILITIES THRU 04/01/24				
						ACCOUNT TOTAL	6,603.33	.00		6,603.33
						FUND TOTAL	6,652.51	.00		6,652.51
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES										
1746		10/24 AP		04/10/24	0399958	CEDAR FALLS UTILITIES	10.00			04/19/24
						LIBRARY DOMAIN NAME				
						STATIC IP ADDRESS				
						ACCOUNT TOTAL	10.00	.00		10.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1701		10/24 AP		04/01/24	0399942	CENTURYLINK	72.00			04/11/24
						CITY PHONE SERV.-APR'24				

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FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT							continued			
ACCOUNT TOTAL							72.00	.00	72.00	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS										
1746				10/24 AP 04/10/24	0399958	CEDAR FALLS UTILITIES	3,320.00			04/19/24
FIBER POINT:3/11-4/10/24										
ACCOUNT TOTAL							3,320.00	.00	3,320.00	
FUND TOTAL							3,402.00	.00	3,402.00	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
1701				10/24 AP 04/09/24	0399947	LUX, JOSH	106.09			04/11/24
RMB:HEALTH SEV.1/2 JAN'24										
1701				10/24 AP 04/09/24	0399947	LUX, JOSH	106.09			04/11/24
RMB:HEALTH SEV.1/2 JAN'24										
1701				10/24 AP 04/09/24	0399947	LUX, JOSH	106.09			04/11/24
RMB:HEALTH SEV.1/2 FEB'24										
1701				10/24 AP 04/09/24	0399947	LUX, JOSH	106.09			04/11/24
RMB:HEALTH SEV.1/2 FEB'24										
1701				10/24 AP 04/09/24	0399947	LUX, JOSH	106.09			04/11/24
RMB:HEALTH SEV.1/2 MAR'24										
1701				10/24 AP 04/09/24	0399947	LUX, JOSH	106.09			04/11/24
RMB:HEALTH SEV.1/2 MAR'24										
1701				10/24 AP 04/09/24	0399947	LUX, JOSH	106.09			04/11/24
RMB:HEALTH SEV.1/2 APR'24										
ACCOUNT TOTAL							742.63	.00	742.63	
FUND TOTAL							742.63	.00	742.63	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										

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FUND 724 TRUST & AGENCY											
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND											
1701		10/24 AP		04/10/24	0399944	GENERAL FUND	776,427.19			04/11/24	
		PROPERTY TAX PAYMENT									
1701		10/24 AP		04/10/24	0399945	GENERAL FUND	21,465.07			04/11/24	
		PROPERTY TAX PYMNT-OCT'23									
		ACCOUNT TOTAL						797,892.26	.00	797,892.26	
724-0000-487.50-03 TRANSFERS OUT / TRANSFERS - SSMID											
1720		10/24 AP		04/15/24	0399950	COMMUNITY MAIN STREET	40,084.82			04/17/24	
		PROPERTY TAX PAYMENT									
		ACCOUNT TOTAL						40,084.82	.00	40,084.82	
		FUND TOTAL						837,977.08	.00	837,977.08	
FUND 727 GREENWOOD CEMETERY P-CARE											
FUND 728 FAIRVIEW CEMETERY P-CARE											
FUND 729 HILLSIDE CEMETERY P-CARE											
FUND 790 FLOOD LEVY											
		GRAND TOTAL						3,033,390.72	21.00	3,033,369.72	

# COUNCIL INVOICES FOR 05/06/24 MEETING

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 101 GENERAL FUND								
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1775		11/24	AP	04/16/24	0000000 KIRK GROSS COMPANY	67.00		04/30/24
1758		11/24	AP	04/15/24	0000000 NAME PLATE-M KUDUZOVIC	.55		04/30/24
1716		11/24	AP	04/12/24	0000000 STENO PADS	22.78		04/30/24
1758		11/24	AP	03/22/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.03		04/30/24
1758		11/24	AP	03/22/24	0000000 COPY PAPER	.91		04/30/24
1758		11/24	AP	02/28/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.11		04/30/24
1758		11/24	AP	02/28/24	0000000 GEL PENS, HILITERS, SHARPIES	.96		04/30/24
1758		11/24	AP	02/05/24	0000000 COPY PAPER, 11X17 PAPER	.75		04/30/24
1758		11/24	AP	01/18/24	0000000 POST ITS, NOTEBOOKS, LEGAL PADS	.35		04/30/24
					1758 PAPER CLIPS, FILE FOLDERS			
					ACCOUNT TOTAL	102.44	.00	102.44
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
1775		11/24	AP	04/18/24	0000000 HOLIDAY INN-CONFERENCE CENTER	118.72		04/30/24
					1775 HOTEL:K KERR-IMFOA CONF 04/18/24 DES MOINES, IA			
					ACCOUNT TOTAL	118.72	.00	118.72
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1716		11/24	AP	04/12/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.70		04/30/24
					1716 COPY PAPER			
					ACCOUNT TOTAL	5.70	.00	5.70
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1716		11/24	AP	04/12/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	21.86		04/30/24
1716		11/24	AP	04/12/24	0000000 TAB INDEXED FILE GUIDES	28.49		04/30/24
					1716 COPY PAPER			
					ACCOUNT TOTAL	50.35	.00	50.35
101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
1775		11/24	AP	04/18/24	0000000 HOLIDAY INN-CONFERENCE CENTER	118.72		04/30/24
					1775 HOTEL:ROEDING-IMFOA CONF 04/18/24 DES MOINES, IA			
1775		11/24	AP	04/18/24	0000000 HOLIDAY INN-CONFERENCE CENTER	118.72		04/30/24



GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
-----									
-----									
POST DT -----									
FUND 101 GENERAL FUND									
101-1028-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)	continued		
						HOTEL:KOCKLER-IMFOA CONF	04/18/24 DES MOINES, IA		
						ACCOUNT TOTAL	237.44	.00	237.44
101-1038-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1775		11/24 AP		04/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	39.70		04/30/24
						KEYBOARD WRIST REST			
						C LUHRING			
1716		11/24 AP		04/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.10		04/30/24
						COPY PAPER			
						ACCOUNT TOTAL	56.80	.00	56.80
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
1716		11/24 AP		04/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		04/30/24
						COPY PAPER			
1716		11/24 AP		03/22/24	0000000	RIVERVIEW CENTER INC.	350.00		04/30/24
						HRC-EVENING OF LIGHT TIX			
						ACCOUNT TOTAL	352.28	.00	352.28
101-1038-441.81-35						PROFESSIONAL SERVICES / EMPLOYEE RECOGNITION			
1775		11/24 AP		04/17/24	0000000	TERRYBERRY MFG. JEWELERS	77.12		04/30/24
						SERVICE AWARD PIN			
						ACCOUNT TOTAL	77.12	.00	77.12
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES			
1775		11/24 AP		03/31/24	0000000	GANNETT IOWA LOCALIQ	289.80		04/30/24
						JOB AD:ENGINEERING			
						DM REGISTER 3/3-3/10/24			
						ACCOUNT TOTAL	289.80	.00	289.80
101-1038-441.81-56						PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG			
1775		11/24 AP		04/26/24	0000000	WELLWORKS FOR YOU	882.00		04/30/24
						WELLNESS PROGRAM FEE			
						APRIL 2024			
						ACCOUNT TOTAL	882.00	.00	882.00
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1716		11/24 AP		04/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42		04/30/24
						COPY PAPER			
						ACCOUNT TOTAL	3.42	.00	3.42

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 101 GENERAL FUND								
101-1048-441.72-11					OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES			
1716		11/24	AP	04/01/24	0000000 THOMSON REUTERS - WEST	741.54		04/30/24
					WESTLAW INFORMATION 03/01/24-03/31/24			
					ACCOUNT TOTAL	741.54	.00	741.54
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS								
1716		11/24	AP	05/01/24	0000000 AHLERS AND COONEY, P.C.	3,900.00		04/30/24
					LEGAL SERVICES-MAY'24			
1716		11/24	AP	05/01/24	0000000 SWISHER & COHRT, P.L.C.	2,600.00		04/30/24
					LEGAL SERVICES-MAY'24			
1775		11/24	AP	04/17/24	0000000 BLACK HAWK CO.ABSTRACT	245.00		04/30/24
					TITLE REPORT PT LOT 6 GRAM'S PLAT			
					ACCOUNT TOTAL	6,745.00	.00	6,745.00
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT								
1716		11/24	AP	05/01/24	0000000 SWISHER & COHRT, P.L.C.	1,000.00		04/30/24
					LEGAL SERVICES-MAY'24			
1716		11/24	AP	04/10/24	0000000 SWISHER & COHRT, P.L.C.	1,015.00		04/30/24
					LGL:MISC/JURY TRIAL/APPL 03/01/24-03/20/24			
					ACCOUNT TOTAL	2,015.00	.00	2,015.00
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1716		11/24	AP	04/12/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.14		04/30/24
					COPY PAPER			
1775		11/24	AP	02/29/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.83		04/30/24
					STAPLER-R GAINES			
					ACCOUNT TOTAL	7.97	.00	7.97
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.								
1775		11/24	AP	04/16/24	0000000 SANDEE'S	639.00		04/30/24
					BUS. & IND. AWARDS			
					PROJECT#: 014000			
					ACCOUNT TOTAL	639.00	.00	639.00
101-1118-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
1716		11/24	AP	05/06/24	0000000 INTERNATIONAL CITY/CO.MGMT.AS	1,200.00		04/30/24
					FY25 DUES-R GAINES 07/01/24-06/30/25			
					ACCOUNT TOTAL	1,200.00	.00	1,200.00

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1158-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1716		11/24 AP		04/12/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.14		04/30/24
					COPY PAPER			
					ACCOUNT TOTAL	1.14	.00	1.14
101-1199-411.32-91					COMM PROTECTION GRANTS / POL-TARGET CHILD SAFETY			
1762		11/24 AP		04/16/24	0000000 BAKER & TAYLOR BOOKS	1,705.00		04/30/24
					BOOKS;DAY@POLICE STATION 500 BOOKS-KDG READNG PROG			
					ACCOUNT TOTAL	1,705.00	.00	1,705.00
101-1199-421.31-10					HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE			
1724		11/24 AP		04/18/24	0000000 SIGNS & DESIGNS, INC.	55.00		04/30/24
					PUBLIC ART TOUR DECALS ROUNDABOUT CF GRANT FUNDS			
					ACCOUNT TOTAL	55.00	.00	55.00
101-2205-432.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1758		11/24 AP		04/15/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.55		04/30/24
					STENO PADS			
1758		11/24 AP		04/12/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	12.18		04/30/24
					FILLER PAPER			
1758		11/24 AP		03/22/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.56		04/30/24
					COPY PAPER			
1758		11/24 AP		02/28/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	9.17		04/30/24
					COPY PAPER, 11X17 PAPER			
1758		11/24 AP		02/28/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.96		04/30/24
					POST ITS, NOTEBOOKS, LEGAL PADS			
1758		11/24 AP		02/05/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.75		04/30/24
					LEGAL PADS, STENO PADS			
1758		11/24 AP		01/18/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.35		04/30/24
					PAPER CLIPS, FILE FOLDERS			
					ACCOUNT TOTAL	28.52	.00	28.52
101-2205-432.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
1758		11/24 AP		03/22/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.91		04/30/24
					GEL PENS, HILITERS, SHARPIES			
					ACCOUNT TOTAL	.91	.00	.91
101-2235-412.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1758		11/24 AP		04/15/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.61		04/30/24
					STENO PADS			



GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued		
1758		11/24	AP	01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.41	04/30/24
						PAPER CLIPS, FILE FOLDERS		
						ACCOUNT TOTAL	59.84	.00 59.84
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS								
1727		11/24	AP	04/18/24	0000000	ATLANTIC COCA-COLA	133.81	04/30/24
						REC CONCESSION SUPPLIES		
1727		11/24	AP	04/11/24	0000000	ATLANTIC COCA-COLA	318.86	04/30/24
						REC CONCESSIONS SUPPLIES		
						ACCOUNT TOTAL	452.67	.00 452.67
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP								
1727		11/24	AP	04/02/24	0000000	CITY LAUNDERING CO.	61.41	04/30/24
						FIRST AID SUPPLIES		
1727		11/24	AP	02/16/24	0000000	ARAMARK	31.75	04/30/24
						REC CTR MATS		
						ACCOUNT TOTAL	93.16	.00 93.16
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.								
1781		11/24	AP	04/19/24	0000000	O'DONNELL ACE HARDWARE	6.08	04/30/24
						PAINT TRAY ROLLER		
						POOL EXPOXY		
1721		11/24	AP	04/15/24	0000000	O'DONNELL ACE HARDWARE	17.69	04/30/24
						PAINT SUPPLIES-EXPOXY		
						THE FALLS		
1781		11/24	AP	04/11/24	0000000	WHITE CAP, LP	498.18	04/30/24
						PATCH FOR POOL		
						ACCOUNT TOTAL	521.95	.00 521.95
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1724		11/24	AP	04/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.18	04/30/24
						ACRYLIC SIGN HOLDER		
						ACCOUNT TOTAL	8.18	.00 8.18
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE								
1724		11/24	AP	04/09/24	0000000	CLOSE, WILLIAM	50.00	04/30/24
						"BIG" BOOK PURCHASE (2)		
						FOR GIFT SHOP RESALE		
						ACCOUNT TOTAL	50.00	.00 50.00



GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-4511-414.72-04						OPERATING SUPPLIES / SCBA SUPPLIES				
1761		11/24 AP		01/08/24	0000000	MACQUEEN EQUIPMENT	812.09			04/30/24
						SCBA REPAIR;CF1				
						ACCOUNT TOTAL	812.09	.00	812.09	
101-4511-414.72-07						OPERATING SUPPLIES / EMS/RESCUE SUPPLIES				
1761		11/24 AP		04/01/24	0000000	BOUND TREE MEDICAL, LLC	642.24			04/30/24
						MED SUPPLIES;TEST STRIPS, BABY ASPIRIN,BVM,TRNQT				
1761		11/24 AP		03/21/24	0000000	OUTDOOR & MORE	199.90			04/30/24
						4 CYCL ASPEN FUEL X2 FUEL FOR RESCUE EQUIP				
						ACCOUNT TOTAL	842.14	.00	842.14	
101-4511-414.72-09						OPERATING SUPPLIES / EQUIPMENT REPAIR				
1761		11/24 AP		04/23/24	0000000	PROP SHOP OF CEDAR FALLS	364.76			04/30/24
						SERVICE/REPAIR #572 BOAT				
1761		11/24 AP		04/17/24	0000000	O'DONNELL ACE HARDWARE	9.69			04/30/24
						AUTO ADHESIVE EPOXY CRACKED CHAINSAW REPAIR				
1761		11/24 AP		04/13/24	0000000	MENARDS-CEDAR FALLS	20.96			04/30/24
						OIL,BALLVALVE,PLUG; REPAIR OF HOSE TESTER				
1761		11/24 AP		04/04/24	0000000	O'DONNELL ACE HARDWARE	35.04			04/30/24
						8 NUTS/BOLTS;PADLOCK KEY				
						ACCOUNT TOTAL	430.45	.00	430.45	
101-4511-414.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
1761		11/24 AP		04/24/24	0000000	IOWA FIRE CHIEFS' ASSOCIATION	25.00			04/30/24
						2024 MEMBER DUES-ZOLONDEK				
1761		11/24 AP		04/05/24	0000000	IOWA FIRE MARSHALS ASSOCIATIO	100.00			04/30/24
						2023 &2024 MEMBER DUES MATT KRUEGER				
						ACCOUNT TOTAL	125.00	.00	125.00	
101-4511-414.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
1761		11/24 AP		04/22/24	0000000	DINGES FIRE COMPANY	476.31			04/30/24
						COAT/PANT CLEANING-BALTES				
1761		11/24 AP		04/22/24	0000000	DINGES FIRE COMPANY	1,246.62			04/30/24
						COAT/PANT CLEANING;SCHMID TAYLOR;GETZ;MARTINEZ				
1761		11/24 AP		04/21/24	0000000	MACQUEEN EQUIPMENT	2,170.25			04/30/24
						GLGX3 FIRE COAT-SCHMIDT				
1761		11/24 AP		04/16/24	0000000	ENTENMANN-ROVIN CO.	119.50			04/30/24
						FIRE HONOR GUARD LT BADGE				
1761		11/24 AP		04/12/24	0000000	SANDEE'S	74.00			04/30/24
						PINS;HONOR/VALOR/STAR				
1761		11/24 AP		04/09/24	0000000	MACQUEEN EQUIPMENT	423.29			04/30/24





GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued			
1761				11/24	AP 04/04/24 0000000	GALLS, LLC	140.55		04/30/24
						PANTS -O'HERN			
1761				11/24	AP 03/21/24 0000000	GALLS, LLC		105.40	04/30/24
						CREDIT-LADAGE RETRN BOOTS ROCKY ZIPPER TROOPER BOOT			
						ACCOUNT TOTAL	140.55	105.40	35.15
101-4511-414.93-01 EQUIPMENT / EQUIPMENT									
1761				11/24	AP 04/10/24 0000000	PK SAFETY SUPPLY	865.00		04/30/24
						GASALERT MAX-GAS DETECTOR			
						ACCOUNT TOTAL	865.00	.00	865.00
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1716				11/24	AP 04/12/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70		04/30/24
						COPY PAPER			
1762				11/24	AP 04/09/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	127.48		04/30/24
						HANG FILE TABS;SHARPIES; COPY PAPER			
						ACCOUNT TOTAL	133.18	.00	133.18
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1762				11/24	AP 04/17/24 0000000	WILSON RESTAURANT SUPPLY, INC	299.00		04/30/24
						MICROWAVE-POLICE KITCHEN			
1762				11/24	AP 04/12/24 0000000	MARTIN BROS.DISTRIBUTING	126.56		04/30/24
						KITCHEN SUPPL-PLATES/CUPS			
1762				11/24	AP 04/03/24 0000000	SHRED-IT USA	155.92		04/30/24
						ON-SITE DOC DESTRUCTION 3/16 & 3/28-4600 S MAIN			
						ACCOUNT TOTAL	581.48	.00	581.48
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1762				11/24	AP 04/12/24 0000000	ENTENMANN-ROVIN CO.	1,018.90		04/30/24
						8 POLICE BADGES 198-205			
1762				11/24	AP 04/04/24 0000000	GALLS, LLC	360.59		04/30/24
						4 RAIN JKT;2XL,2XXL			
						ACCOUNT TOTAL	1,379.49	.00	1,379.49
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1762				11/24	AP 04/05/24 0000000	UNITYPOINT HEALTH HOSPITALS	18.99		04/30/24
						CFPD#24-021100 BLOOD DRAW PONTASCH			
1762				11/24	AP 04/01/24 0000000	THOMSON REUTERS - WEST	314.93		04/30/24
						INVESTIGATIVE SOFTWARE 3/1/24- 3/31/24			

GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued			
1789		10/24	AP	02/05/24	0145550	MCKENNA PROFESSIONAL IMAGING		70.00	04/29/24
						VOID CHECK-LOST CHECK			
						16X24 METAL PRINT PHOTO			
ACCOUNT TOTAL							333.92	70.00	263.92
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1762		11/24	AP	03/29/24	0000000	IOWA LAW ENFORCEMENT ACADEMY	1,900.00		04/30/24
						IMPLICIT BIAS/DE-ESCALAT			
						3/6-3/27/24 TRAINING			
1762		11/24	AP	10/26/23	0000000	IOWA LAW ENFORCEMENT ACADEMY		100.00	04/30/24
						CREDIT FOR INSTR.ASSIST			
1762		11/24	AP	10/13/23	0000000	IOWA LAW ENFORCEMENT ACADEMY		150.00	04/30/24
						CREDIT FOR INSTR.ASSIST			
1762		11/24	AP	10/02/23	0000000	IOWA LAW ENFORCEMENT ACADEMY		130.00	04/30/24
						CREDIT FOR INSTR.ASSIST			
ACCOUNT TOTAL							1,900.00	380.00	1,520.00
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
1762		11/24	AP	04/05/24	0000000	MILLER FENCE CO., INC.	946.42		04/30/24
						WALK THRU GATE INSTALL			
						SW ENTRY FOR TRAINING			
ACCOUNT TOTAL							946.42	.00	946.42
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
1762		11/24	AP	04/08/24	0000000	CEDAR BEND HUMANE SOCIETY	1,992.40		04/30/24
						MAR'24 ANIMAL SURRENDER			
ACCOUNT TOTAL							1,992.40	.00	1,992.40
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1703		11/24	AP	04/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.65		04/30/24
						REPORT COVERS, OFFICE SUP			
						AND PAPER			
1698		11/24	AP	04/02/24	0000000	CITY LAUNDERING CO.	48.28		04/30/24
						FIRST AID SUPPLIES			
1703		11/24	AP	03/07/24	0000000	BERNTSEN INTERNATIONAL, INC.	1,508.17		04/30/24
						CEMETERY MARKERS			
1698		11/24	AP	02/29/24	0000000	NAPA AUTO PARTS	31.02		04/30/24
						NAPA PARTS			
ACCOUNT TOTAL							1,593.12	.00	1,593.12
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1703		11/24	AP	04/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	430.26		04/30/24
						TOWELS AND TISSUE			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
PROJECT#: 062501									
1703		11/24	AP	04/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT LINERS AND SOAP	124.64		04/30/24
PROJECT#: 062507									
1698		11/24	AP	04/04/24	0000000	CONTINENTAL RESEARCH CORP. CLEANING TOWELS	250.43		04/30/24
PROJECT#: 062506									
1703		11/24	AP	04/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT REPORT COVERS, OFFICE SUP AND PAPER	4.52		04/30/24
1703		11/24	AP	04/03/24	0000000	O'DONNELL ACE HARDWARE BATTERIES	20.99		04/30/24
PROJECT#: 062503									
1703		11/24	AP	04/03/24	0000000	OFFICE EXPRESS OFFICE PRODUCT HAND SANITIZER	126.50		04/30/24
PROJECT#: 062507									
1698		11/24	AP	04/02/24	0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	65.03		04/30/24
PROJECT#: 062501									
1703		11/24	AP	04/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWELS, TISSUE, SOAP AND LINERS	110.82		04/30/24
PROJECT#: 062501									
1703		11/24	AP	04/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWELS, TISSUE, SOAP AND LINERS	543.68		04/30/24
PROJECT#: 062507									
1703		11/24	AP	04/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWELS, TISSUE, SOAP AND LINERS	641.97		04/30/24
PROJECT#: 062503									
1717		11/24	AP	04/01/24	0000000	MENARDS-CEDAR FALLS COAT HOOKS	9.54		04/30/24
PROJECT#: 062501									
1698		11/24	AP	03/31/24	0000000	CULLIGAN WATER CONDITIONING WATER FOR 606 UNION RD	8.74		04/30/24
1721		11/24	AP	03/31/24	0000000	NAPA AUTO PARTS NAPA PARTS	565.90		04/30/24
1703		11/24	AP	03/26/24	0000000	O'DONNELL ACE HARDWARE SCREW DRIVER, WRENCH	25.07		04/30/24
PROJECT#: 062506									
1698		11/24	AP	02/29/24	0000000	NAPA AUTO PARTS NAPA PARTS	217.11		04/30/24
ACCOUNT TOTAL							3,145.20	.00	3,145.20
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1721		11/24	AP	04/16/24	0000000	O'DONNELL ACE HARDWARE COUPLINGS	13.98		04/30/24
PROJECT#: 062503									
1717		11/24	AP	04/15/24	0000000	JOHNSTONE SUPPLY OF WATERLOO DAMPER ACTUATORS	674.73		04/30/24





GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
1767				11/24	AP 02/13/24 0000000	IOWA DEPT-TRANSPORTATION Z-329	161.00		04/30/24
1767				11/24	AP 02/13/24 0000000	IOWA DEPT-TRANSPORTATION L-850	55.00		04/30/24
1767				11/24	AP 02/13/24 0000000	IOWA DEPT-TRANSPORTATION 001	161.00		04/30/24
1767				11/24	AP 02/13/24 0000000	IOWA DEPT-TRANSPORTATION X-294	161.00		04/30/24
						ACCOUNT TOTAL	1,182.00	.00	1,182.00
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.									
1767				11/24	AP 04/08/24 0000000	TERRACON CONSULTANTS, INC. 3329-HIDDEN PINES ADD	517.66		04/30/24
						PROJECT#: 023329 BILL TO DEVELOP-03/30/24			
						ACCOUNT TOTAL	517.66	.00	517.66
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1703				11/24	AP 04/04/24 0000000	OFFICE EXPRESS OFFICE PRODUCT REPORT COVERS, OFFICE SUP AND PAPER	16.95		04/30/24
						ACCOUNT TOTAL	16.95	.00	16.95
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1781				11/24	AP 04/18/24 0000000	BUILDERS SELECT LLC WOOD STAIN CLAY ST SHELTER	56.00		04/30/24
1721				11/24	AP 04/16/24 0000000	BLACK HAWK RENTAL CHAINSAW PARTS	38.97		04/30/24
1781				11/24	AP 04/16/24 0000000	ECHO GROUP, INC. ORCHARD HILL SHELTER	87.80		04/30/24
1721				11/24	AP 04/12/24 0000000	ZIMCO SUPPLY CO. FERTILIZER	920.00		04/30/24
1781				11/24	AP 04/11/24 0000000	C & C WELDING & SANDBLASTING SCAFFOLD REPAIR	417.76		04/30/24
1721				11/24	AP 04/09/24 0000000	ZIMCO SUPPLY CO. FERTILIZER PRE EMERGENT	2,320.25		04/30/24
1721				11/24	AP 04/08/24 0000000	ZIMCO SUPPLY CO. PRE EMERGENT	896.00		04/30/24
1698				11/24	AP 04/04/24 0000000	BENTON BUILDING CENTER FRAMING NAILS	28.24		04/30/24
1703				11/24	AP 04/04/24 0000000	O'DONNELL ACE HARDWARE PARKS KEY	28.14		04/30/24
1703				11/24	AP 04/03/24 0000000	MENARDS-CEDAR FALLS BRACES AND HOOKS	43.72		04/30/24

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1698		11/24	AP	04/02/24	0000000	CITY LAUNDERING CO.	31.62		04/30/24
						FIRST AID SUPPLIES			
1717		11/24	AP	04/02/24	0000000	CONSOLIDATED ENERGY COMPANY	542.30		04/30/24
						DIESEL AT CEMETERY			
1721		11/24	AP	03/31/24	0000000	NAPA AUTO PARTS	1,936.59		04/30/24
						NAPA PARTS			
1721		11/24	AP	03/26/24	0000000	MENARDS-CEDAR FALLS	103.30		04/30/24
						CONNECTR/BREAKER/FLOOD LT			
1698		11/24	AP	02/29/24	0000000	NAPA AUTO PARTS	189.52		04/30/24
						NAPA PARTS			
						ACCOUNT TOTAL	7,640.21	.00	7,640.21
101-6633-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1768		11/24	AP	04/23/24	0000000	WAPSIE PINES LAWN CARE/LANDSC	635.40		04/30/24
						CITYHALL LANDSCAPE DESIGN			
						ACCOUNT TOTAL	635.40	.00	635.40
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1721		11/24	AP	04/05/24	0000000	COOLEY PUMPING, LLC	115.00		04/30/24
						PORTA POTTY			
1717		11/24	AP	04/04/24	0000000	BENTON'S READY MIX CONCRETE,	238.00		04/30/24
						CONCRETE-SIDEWALK REPAIR			
						10TH STREET			
						ACCOUNT TOTAL	353.00	.00	353.00
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1703		11/24	AP	04/01/24	0000000	MENARDS-CEDAR FALLS	2.99		04/30/24
						HOSE REPAIR MENDER			
						PROJECT#: 032353			
1703		11/24	AP	03/28/24	0000000	BENTON'S SAND & GRAVEL, INC.	148.19		04/30/24
						SEPTIC ROCKS			
						PROJECT#: 032353			
						ACCOUNT TOTAL	151.18	.00	151.18
						FUND TOTAL	71,307.44	555.40	70,752.04

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1703		11/24	AP	04/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT REPORT COVERS, OFFICE SUP AND PAPER	11.30		04/30/24
ACCOUNT TOTAL							11.30	.00	11.30
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS									
1768		11/24	AP	04/22/24	0000000	GIERKE-ROBINSON COMPANY, INC. LUTE BLADE	55.12		04/30/24
1781		11/24	AP	04/16/24	0000000	MENARDS-CEDAR FALLS	19.97		04/30/24
1768		11/24	AP	04/12/24	0000000	MENARDS-CEDAR FALLS RATCHET FOR JIB TOOLBOX	46.30		04/30/24
1717		11/24	AP	04/11/24	0000000	GIERKE-ROBINSON COMPANY, INC. TAPE MEASURE AND BITS	223.47		04/30/24
1768		11/24	AP	04/09/24	0000000	MENARDS-CEDAR FALLS SUPPLIES-CONCRETE REPAIRS	22.99		04/30/24
1717		11/24	AP	04/03/24	0000000	MENARDS-CEDAR FALLS IMPACT SET 239 ORANGE PAINT/SMALL CLIPS	10.27		04/30/24
ACCOUNT TOTAL							378.12	.00	378.12
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS									
1768		11/24	AP	03/29/24	0000000	SERVICEWEAR APPAREL, INC. UNIFORMS FOR STREET	19.30		04/30/24
ACCOUNT TOTAL							19.30	.00	19.30
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1781		11/24	AP	04/19/24	0000000	MENARDS-CEDAR FALLS 1500 WALL IMPROVEMENTS	63.88		04/30/24
ACCOUNT TOTAL							63.88	.00	63.88
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
1698		11/24	AP	02/29/24	0000000	NAPA AUTO PARTS NAPA PARTS	502.16		04/30/24
ACCOUNT TOTAL							502.16	.00	502.16
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1698		11/24	AP	04/02/24	0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	9.13		04/30/24
ACCOUNT TOTAL							9.13	.00	9.13



GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR								
1781		11/24	AP	04/18/24	0000000	MENARDS-CEDAR FALLS	6.99	04/30/24
						SINK		
1703		11/24	AP	04/05/24	0000000	O'DONNELL ACE HARDWARE	12.69	04/30/24
						WIRE BRUSH		
						ACCOUNT TOTAL	19.68	19.68
206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS								
1717		11/24	AP	04/09/24	0000000	IOWA PRISON INDUSTRIES	2,012.00	04/30/24
						SIGNS AND BARRICADES		
1703		11/24	AP	03/15/24	0000000	IOWA DEPT-TRANSPORTATION	1,232.80	04/30/24
						CONES AND BASES		
						ACCOUNT TOTAL	3,244.80	3,244.80
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS								
1717		11/24	AP	04/11/24	0000000	GIERKE-ROBINSON COMPANY, INC.	110.40	04/30/24
						ADA DOMES		
1703		11/24	AP	04/09/24	0000000	GIERKE-ROBINSON COMPANY, INC.	441.60	04/30/24
						ADA DOMES		
1717		11/24	AP	04/05/24	0000000	BENTON'S READY MIX CONCRETE,	468.00	04/30/24
						CONCRETE-SIDEWALK REPAIR		
						3RD STREET		
						ACCOUNT TOTAL	1,020.00	1,020.00
206-6637-436.73-32 OTHER SUPPLIES / STREETS								
1781		11/24	AP	04/24/24	0000000	GIERKE-ROBINSON COMPANY, INC.	144.49	04/30/24
						CONCRETE CURE/FORM OIL		
1768		11/24	AP	04/23/24	0000000	BUILDERS SELECT LLC	38.36	04/30/24
						FORMS		
1781		11/24	AP	04/17/24	0000000	BENTON'S READY MIX CONCRETE,	632.00	04/30/24
						VIKING ROAD CONCRETE		
1768		11/24	AP	04/11/24	0000000	BENTON'S READY MIX CONCRETE,	652.00	04/30/24
						CANDEO CHURCH		
						GREENHILL RD		
1768		11/24	AP	04/10/24	0000000	BENTON'S READY MIX CONCRETE,	3,120.00	04/30/24
						CANDEO CHURCH		
						GREENHILL RD		
1717		11/24	AP	04/06/24	0000000	ASPRO, INC.	213.75	04/30/24
						COLDMIX ASPHALT		
1698		11/24	AP	04/04/24	0000000	BITUMINOUS MATERIALS & SUPPLY	1,988.92	04/30/24
						SPRAY PATCHER		
1717		11/24	AP	04/04/24	0000000	BENTON'S READY MIX CONCRETE,	1,170.00	04/30/24
						CONCRETE FOR CURB REPAIR		
						3RD STREET		
1717		11/24	AP	04/04/24	0000000	BENTON'S READY MIX CONCRETE,	1,599.00	04/30/24
						CONCRETE-STREET REPAIR		
						ALVARADO		
1703		11/24	AP	03/31/24	0000000	BMC AGGREGATES L.C.	459.08	04/30/24
						ROCK FOR STOCK		

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
-----									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
1717		11/24	AP	03/31/24	0000000	ASPRO, INC.	239.40		04/30/24
						COLDMIX ASPHALT			
1721		11/24	AP	03/31/24	0000000	NAPA AUTO PARTS	628.90		04/30/24
						NAPA PARTS			
1698		11/24	AP	02/29/24	0000000	NAPA AUTO PARTS	1,071.98		04/30/24
						NAPA PARTS			
ACCOUNT TOTAL							11,957.88	.00	11,957.88
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1767		11/24	AP	04/22/24	0000000	RALLY APPRAISAL, LLC	450.00		04/30/24
						3341-HWY 57 & UNION			
						PROJECT#: 023341			
1767		11/24	AP	04/16/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	13,296.10		04/30/24
						3259-2024 BRIDGE INSEPCT			
						PROJECT#: 023259			
ACCOUNT TOTAL							13,746.10	.00	13,746.10
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
1767		11/24	AP	04/18/24	0000000	PETERSON CONTRACTORS	54,217.07		04/30/24
						3240-W 27TH STREET RECON			
						PROJECT#: 023240			
ACCOUNT TOTAL							54,217.07	.00	54,217.07
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1703		11/24	AP	04/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.65		04/30/24
						REPORT COVERS, OFFICE SUP			
						AND PAPER			
ACCOUNT TOTAL							5.65	.00	5.65
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1768		11/24	AP	04/18/24	0000000	O'DONNELL ACE HARDWARE	12.99		04/30/24
						SCREWS			
1768		11/24	AP	04/16/24	0000000	ECHO GROUP, INC.	96.93		04/30/24
						FLEX CONDUIT/COUPLING			
1768		11/24	AP	04/11/24	0000000	ECHO GROUP, INC.	33.18		04/30/24
						SEALING LOCK NUT/BUSHING			
1768		11/24	AP	04/10/24	0000000	ECHO GROUP, INC.	201.91		04/30/24
						UNDERGROUND ELECT. BOX			
1768		11/24	AP	04/10/24	0000000	MENARDS-CEDAR FALLS	67.99		04/30/24
						CIRCUIT BREAKER			
1721		11/24	AP	04/08/24	0000000	ECHO GROUP, INC.	135.47		04/30/24
						HANDY BOX/LED STRIP/LABEL			
						CARTRIDGE			



GROUP	PO	ACCTG	---	TRANSACTION---					
NBR	NBR	PER.	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									
1758		11/24 AP	04/15/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	.92		04/30/24
		STENO PADS							
1716		11/24 AP	04/12/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	3.42		04/30/24
		COPY PAPER							
1758		11/24 AP	03/22/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	3.04		04/30/24
		COPY PAPER							
1758		11/24 AP	03/22/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.52		04/30/24
		GEL PENS, HILITERS, SHARPIES							
1758		11/24 AP	02/28/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	6.11		04/30/24
		COPY PAPER, 11X17 PAPER							
1758		11/24 AP	02/28/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.60		04/30/24
		POST ITS, NOTEBOOKS, LEGAL PADS							
1758		11/24 AP	02/05/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.26		04/30/24
		LEGAL PADS, STENO PADS							
1758		11/24 AP	01/18/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	.59		04/30/24
		PAPER CLIPS, FILE FOLDERS							
ACCOUNT TOTAL							18.46	.00	18.46
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1758		11/24 AP	02/29/24	0000000		MRI SOFTWARE LLC	84.00		04/30/24
		RESIDENT CHECKS FEBRUARY QTY 7							
1758		11/24 AP	11/30/23	0000000		MRI SOFTWARE LLC	96.00		04/30/24
		RESIDENT CHECKS NOVEMBER QTY 8							
ACCOUNT TOTAL							180.00	.00	180.00
FUND TOTAL							198.46	.00	198.46
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1758		11/24 AP	04/15/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	.18		04/30/24
		STENO PADS							
1716		11/24 AP	04/12/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	2.28		04/30/24
		COPY PAPER							
1758		11/24 AP	03/22/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	.76		04/30/24
		COPY PAPER							
1758		11/24 AP	03/22/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	.30		04/30/24
		GEL PENS, HILITERS, SHARPIES							
1758		11/24 AP	02/28/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.53		04/30/24
		COPY PAPER, 11X17 PAPER							
1758		11/24 AP	02/28/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	.32		04/30/24
		POST ITS, NOTEBOOKS, LEGAL PADS							
1758		11/24 AP	02/05/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	.25		04/30/24

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT ----
FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued		
LEGAL PADS, STENO PADS								
1758		11/24	AP	01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.12	04/30/24
PAPER CLIPS, FILE FOLDERS								
ACCOUNT TOTAL						5.74	.00	5.74
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1758		11/24	AP	03/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	124.41	04/30/24
FFY23 AGENCY AWARDS MARCH EXPENSES								
PROJECT#: 022250								
ACCOUNT TOTAL						124.41	.00	124.41
223-2224-432.88-15 OUTSIDE AGENCIES / WLOO/CF SALVATION ARMY								
1775		11/24	AP	04/16/24	0000000	SALVATION ARMY, THE	428.94	04/30/24
CDBG 3RD QTR FY24								
ACCOUNT TOTAL						428.94	.00	428.94
223-2224-432.89-58 MISCELLANEOUS SERVICES / NEIGHBORHOOD BEAUTIFICATN								
1775		11/24	AP	04/24/24	0000000	MUNICIPAL PIPE TOOL CO., INC.	12,874.00	04/30/24
3325:2024 CDBG LINER PROJ RETAINAGE								
PROJECT#: 023325								
ACCOUNT TOTAL						12,874.00	.00	12,874.00
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT								
1758		11/24	AP	03/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,066.51	04/30/24
FFY23 SANITARY SEWER MARCH EXPENSES								
PROJECT#: 023325								
ACCOUNT TOTAL						1,066.51	.00	1,066.51
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1758		11/24	AP	03/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,167.96	04/30/24
FFY23 SINGLE FAMILY REHAB MARCH EXPENSES								
1758		11/24	AP	03/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	2,167.33	04/30/24
FFY22 RENTAL REHAB MARCH EXPENSES								
ACCOUNT TOTAL						3,335.29	.00	3,335.29
FUND TOTAL						17,834.89	.00	17,834.89

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25						STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON				
1767		11/24	AP	04/18/24	0000000	SCHMITT CONSTRUCTION CO.INC.,	286,079.83			04/30/24
						3271-N CEDAR HEIGHTS PH1				
						PROJECT#: 023271				
1767		11/24	AP	04/11/24	0000000	BLACK HAWK CO.ABSTRACT	80.00			04/30/24
						3271-N CEDAR HEIGHTS PH2				
						REPORT UPDATE-PARCEL 220				
						PROJECT#: 023271				
1767		11/24	AP	04/09/24	0000000	AECOM TECHNICAL SERVICES, INC	1,742.27			04/30/24
						3271-N CEDAR HEIGHTS PH1				
						03/02-04/05/24-SURVEY				
						PROJECT#: 023271				
1767		11/24	AP	04/08/24	0000000	TERRACON CONSULTANTS, INC.	661.44			04/30/24
						3271-N CEDAR HEIGHTS PH1				
						RIDGEWOOD SLOPE-03/30/24				
						PROJECT#: 023271				
1767		11/24	AP	04/04/24	0000000	BLACK HAWK CO.ABSTRACT	80.00			04/30/24
						3271-N CEDAR HEIGHTS PH2				
						REPORT UPDATE-PARCEL 224				
						PROJECT#: 023271				
1767		11/24	AP	04/03/24	0000000	BLACK HAWK CO.ABSTRACT	80.00			04/30/24
						3271-N CEDAR HEIGHTS PH2				
						REPORT UPDATE-PARCEL 213				
						PROJECT#: 023271				
1767		11/24	AP	04/03/24	0000000	BLACK HAWK CO.ABSTRACT	80.00			04/30/24
						3271-N CEDAR HEIGHTS PH2				
						TITLE REPORT-PARCEL 212				
						PROJECT#: 023271				
1767		11/24	AP	04/03/24	0000000	BLACK HAWK CO.ABSTRACT	80.00			04/30/24
						3271-N CEDAR HEIGHTS PH2				
						REPORT UPDATE-PARCEL 225				
						PROJECT#: 023271				
						ACCOUNT TOTAL	288,883.54	.00	288,883.54	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
1767		11/24	AP	04/19/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	17,588.62			04/30/24
						3283-MAIN ST RECONSTRUCT				
						SERVICES THROUGH 03/31/24				
						PROJECT#: 023283				
1767		11/24	AP	04/18/24	0000000	PETERSON CONTRACTORS	348,077.50			04/30/24
						3283-MAIN ST RECONSTRUCT				
						PROJECT#: 023283				
1767		11/24	AP	11/22/23	0000000	MATTHIAS LANDSCAPING CO.	13,600.00			04/30/24
						3283-MAIN ST RECONSTRUCT				
						4 EXTRA TREE GRATES				
						PROJECT#: 023283				
						ACCOUNT TOTAL	379,266.12	.00	379,266.12	
						FUND TOTAL	668,149.66	.00	668,149.66	

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1716				11/24 AP 04/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.56		04/30/24
1758				11/24 AP 03/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.04		04/30/24
1758				11/24 AP 02/28/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER, 11X17 PAPER	6.11		04/30/24
				ACCOUNT TOTAL			13.71	.00	13.71
				FUND TOTAL			13.71	.00	13.71
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1758				11/24 AP 04/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT STENO PADS	1.84		04/30/24
1716				11/24 AP 04/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42		04/30/24
1758				11/24 AP 03/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.56		04/30/24
1758				11/24 AP 03/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT GEL PENS, HILITERS, SHARPIES	3.04		04/30/24
1758				11/24 AP 02/28/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER, 11X17 PAPER	9.17		04/30/24
1758				11/24 AP 02/28/24	0000000	OFFICE EXPRESS OFFICE PRODUCT POST ITS, NOTEBOOKS, LEGAL PADS	3.20		04/30/24
1758				11/24 AP 02/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT LEGAL PADS, STENO PADS	2.51		04/30/24
1758				11/24 AP 01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT PAPER CLIPS, FILE FOLDERS	1.17		04/30/24
				ACCOUNT TOTAL			28.91	.00	28.91
258-5531-435.81-22 PROFESSIONAL SERVICES / PARKING STUDY									
1775				11/24 AP 04/18/24	0000000	FISHBECK PARKING STUDY THROUGH 04/12/24	6,456.45		04/30/24
				ACCOUNT TOTAL			6,456.45	.00	6,456.45
				FUND TOTAL			6,485.36	.00	6,485.36





GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP						continued			
1765		11/24	AP	04/23/24	0000000	DOLGENER, ALICE	90.00		04/30/24
						2-8x10 PANEL/2-MUGS			
1765		11/24	AP	04/23/24	0000000	DOLGENER, ALICE	60.00		04/30/24
						2-8x10 PANEL			
1723		11/24	AP	04/09/24	0000000	DOLGENER, ALICE	178.25		04/30/24
						PREPURCHASED ITEMS & 2 CONSIGNMENT DEC23/FEB24			
						ACCOUNT TOTAL	328.25	.00	328.25
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
1723		11/24	AP	04/12/24	0000000	ARAMARK	7.80		04/30/24
						MAT SERVICE			
						ACCOUNT TOTAL	7.80	.00	7.80
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
1723		11/24	AP	03/29/24	0000000	SIGNS & DESIGNS, INC.	321.00		04/30/24
						2-4X10 HUDSON RD BRDGE BANNERS FBALL FANS/ATHLTS			
1765		11/24	AP	04/17/24	0000000	SIGNS & DESIGNS, INC.	77.00		04/30/24
						18"X56" WELCOME BANNER BROCH RACK-IA DEPT JUSTIC			
1723		11/24	AP	03/08/24	0000000	DOLLY'S PARTY BUS	300.00		04/30/24
						MASSEY COLLECTIONS CONF SHUTTLE TO BARN HAPPY			
						ACCOUNT TOTAL	698.00	.00	698.00
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS									
1765		11/24	AP	04/22/24	0000000	IOWA COMMUNITY COLLEGE ONLINE	2,000.00		04/30/24
						ICCOC 2024 ANNUAL SPRING CONFERENCE			
						ACCOUNT TOTAL	2,000.00	.00	2,000.00
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS									
1775		11/24	AP	04/22/24	0000000	COMMUNITY MAIN STREET	10,000.00		04/30/24
						2ND 1/2 PAYMENT FOR FY24			
						ACCOUNT TOTAL	10,000.00	.00	10,000.00
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS									
1723		11/24	AP	04/08/24	0000000	CEDAR FALLS LASER ENGRAVING,	780.00		04/30/24
						26 PLAQUES-POP PANTHERS ON PARADE			
						PROJECT#: 032372			
						ACCOUNT TOTAL	780.00	.00	780.00

GROUP	PO	ACCTG	---	TRANSACTION---					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
FUND TOTAL							28,665.48	.00	28,665.48
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1416		11/24	AP	04/12/24	0000000	ARAMARK	7.80		04/30/24
1416		11/24	AP	03/29/24	0000000	ARAMARK	7.80		04/30/24
1416		11/24	AP	03/15/24	0000000	ARAMARK	7.80		04/30/24
ACCOUNT TOTAL							23.40	.00	23.40
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
1416		11/24	AP	04/24/24	0000000	HEARST CENTER FOR THE ARTS	130.00		04/30/24
1416		11/24	AP	04/22/24	0000000	MASMAR, MANDY SUE	180.00		04/30/24
1416		11/24	AP	04/22/24	0000000	MASMAR, MANDY SUE	140.00		04/30/24
1416		11/24	AP	04/20/24	0000000	CRAIG, SHEILA	150.00		04/30/24
1416		11/24	AP	03/27/24	0000000	HEARST CENTER FOR THE ARTS	90.00		04/30/24
ACCOUNT TOTAL							690.00	.00	690.00
FUND TOTAL							713.40	.00	713.40
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
296-6623-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1703		11/24	AP	04/03/24	0000000	TORO NSN	4,356.00		04/30/24
1698		11/24	AP	03/19/24	0000000	AIRE SERV.OF THE CEDAR VALLEY	199.00		04/30/24
ACCOUNT TOTAL							4,555.00	.00	4,555.00
FUND TOTAL							4,555.00	.00	4,555.00

GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
298-2280-423.89-39 MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS									
1724		11/24	AP	04/19/24	0000000	SIGNS & DESIGNS, INC.	45.00		04/30/24
BRAD MATTOCKS VINYL									
1724		11/24	AP	04/11/24	0000000	DISTRIBUTION BY AIR	7,190.00		04/30/24
SHIPPING P2P EXHIBITION FROM SACRAMENTO									
ACCOUNT TOTAL							7,235.00	.00	7,235.00
FUND TOTAL							7,235.00	.00	7,235.00
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS									
1716		11/24	AP	04/05/24	0000000	SWISHER & COHRT, P.L.C.	225.00		04/30/24
LGL:FLOOD BUYOUT REAL.EST 02/22/24-03/21/24									
PROJECT#: 023198									
ACCOUNT TOTAL							225.00	.00	225.00
FUND TOTAL							225.00	.00	225.00
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE									
1758		11/24	AP	03/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,364.83		04/30/24
3290-CEDAR RIVER REC MARCH EXPENSES									
PROJECT#: 023290									
ACCOUNT TOTAL							1,364.83	.00	1,364.83
FUND TOTAL							1,364.83	.00	1,364.83
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
410-1220-431.96-78 SEWER BOND PROJECTS / NUTRIENT REMOV/PAC PLAN									
1766		11/24	AP	04/11/24	0000000	STRAND ASSOCIATES, INC.	14,944.81		04/30/24
PLANT UPGRADES CONSULTANT 03/01/24-03/31/24									
PROJECT#: 023322									
ACCOUNT TOTAL							14,944.81	.00	14,944.81

GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST	DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
FUND 410						CORONAVIRUS LOCAL RELIEF					
						FUND TOTAL	14,944.81	.00	14,944.81		
FUND 430	2004					TIF BOND					
430-1220-431.97-70						TIF BOND PROJECTS / VIKING ROAD					
1767		11/24	AP	04/18/24	0000000	SNYDER & ASSOCIATES, INC.	15,160.51			04/30/24	
						3212-WEST VIKING RD RECON SERVICES 03/01-03/31/24					
						PROJECT#: 023212					
						ACCOUNT TOTAL	15,160.51	.00	15,160.51		
430-1220-431.97-83						TIF BOND PROJECTS / TIF LEGAL FEES					
1775		11/24	AP	04/15/24	0000000	IOWA REGIONAL UTILITIES ASSOC	1,750.00			04/30/24	
						CAPPING:2617 S. UNION RD					
						ACCOUNT TOTAL	1,750.00	.00	1,750.00		
						FUND TOTAL	16,910.51	.00	16,910.51		
FUND 431	2014					BOND					
FUND 432	2003					BOND					
FUND 433	2001					TIF					
FUND 434	2024					BOND					
434-1220-431.98-91						CAPITAL PROJECTS / IN CAR CAMERAS/BODY CAMS					
1762		11/24	AP	02/15/24	0000000	AXON ENTERPRISE, INC.	141,470.11			04/30/24	
						AXON CAR/BODY CAMERA SYST					
						ACCOUNT TOTAL	141,470.11	.00	141,470.11		
						FUND TOTAL	141,470.11	.00	141,470.11		
FUND 435	1999					TIF					
FUND 436	2012					BOND					
FUND 437	2018					BOND					
FUND 438	2020					BOND FUND					
FUND 439	2022					BOND FUND					
439-1220-431.98-96						CAPITAL PROJECTS / FINANCIAL SYSTEM					
1775		11/24	AP	04/24/24	0000000	BERRY DUNN MCNEIL & PARKER, L	5,160.00			04/30/24	
						ERP IMPLEMENTATION MARCH 2024					
						PROJECT#: 012022					
						ACCOUNT TOTAL	5,160.00	.00	5,160.00		
						FUND TOTAL	5,160.00	.00	5,160.00		

GROUP	PO	ACCTG	----	TRANSACTION	----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	BALANCE
										POST DT
FUND 443 CAPITAL PROJECTS										
443-1220-431.92-27 STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS										
1781		11/24	AP	04/24/24	0000000	BENTON BUILDING CENTER	1.43			04/30/24
						CEMETERY SHELTER				
1781		11/24	AP	04/18/24	0000000	ECHO GROUP, INC.	19.25			04/30/24
						CEMETERY SHELTER				
1781		11/24	AP	04/17/24	0000000	ECHO GROUP, INC.	231.00			04/30/24
						CEMETERY SHELTER				
1698		11/24	AP	04/09/24	0000000	BENTON BUILDING CENTER	617.36			04/30/24
						CEMETERY SHELTER				
1698		11/24	AP	04/05/24	0000000	BENTON BUILDING CENTER	55.66			04/30/24
						GREENWOOD SHELTER				
1698		11/24	AP	04/01/24	0000000	DIAMOND VOGEL PAINT - #52	247.00			04/30/24
						CEMETERY SHELTER				
1781		11/24	AP	03/23/24	0000000	BENTON BUILDING CENTER	1,742.96			04/30/24
						CEMETERY SHELTER				
1781		11/24	AP	03/14/24	0000000	BENTON BUILDING CENTER	6,984.00			04/30/24
						CEMETERY SHELTER				
						ACCOUNT TOTAL	9,898.66	.00		9,898.66
						FUND TOTAL	9,898.66	.00		9,898.66
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES										
1775		11/24	AP	04/24/24	0000000	RIVER PLACE PROPERTIES, LC	616,473.96			04/30/24
						RMB:9TH ANNUAL TAX REBATE				
						DOWNTOWN RIVER PLACE PROJ				
1775		11/24	AP	04/23/24	0000000	RIVER PLACE PROPERTIES II, LC	172,255.34			04/30/24
						RMB:2ND ANNUAL TAX REBATE				
						302 MAIN STREET				
						ACCOUNT TOTAL	788,729.30	.00		788,729.30
						FUND TOTAL	788,729.30	.00		788,729.30
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2018 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										

GROUP	PO	ACCTG	----	TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	BALANCE
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								
1703		11/24 AP 04/04/24 0000000				OFFICE EXPRESS OFFICE PRODUCT REPORT COVERS, OFFICE SUP AND PAPER	47.45		04/30/24	
		ACCOUNT TOTAL					47.45	.00		47.45
551-6685-436.72-17		OPERATING SUPPLIES / UNIFORMS								
1768		11/24 AP 03/29/24 0000000				SERVICEWEAR APPAREL, INC, UNIFORMS FOR REFUSE	154.40		04/30/24	
		ACCOUNT TOTAL					154.40	.00		154.40
551-6685-436.73-01		OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES								
1781		11/24 AP 04/19/24 0000000				MENARDS-CEDAR FALLS LOWER LEVEL TRANSFER	8.48		04/30/24	
1721		11/24 AP 04/12/24 0000000				O'DONNELL ACE HARDWARE	59.68		04/30/24	
1721		11/24 AP 04/12/24 0000000				O'DONNELL ACE HARDWARE	25.38		04/30/24	
1721		11/24 AP 04/11/24 0000000				O'DONNELL ACE HARDWARE	10.69		04/30/24	
1721		11/24 AP 04/10/24 0000000				O'DONNELL ACE HARDWARE	1.90		04/30/24	
1768		11/24 AP 04/10/24 0000000				MENARDS-CEDAR FALLS STYROFOAM DENSIFIER	67.41		04/30/24	
		ACCOUNT TOTAL					173.54	.00		173.54
551-6685-436.73-05		OTHER SUPPLIES / OPERATING EQUIPMENT								
1721		11/24 AP 03/31/24 0000000				NAPA AUTO PARTS	940.54		04/30/24	
1698		11/24 AP 02/29/24 0000000				NAPA AUTO PARTS	92.71		04/30/24	
		ACCOUNT TOTAL					1,033.25	.00		1,033.25
551-6685-436.86-36		REPAIR & MAINTENANCE / TRANSFER STATION MAINT.								
1768		11/24 AP 04/16/24 0000000				ECHO GROUP, INC. UNDERNEATH TRANSFER	192.88		04/30/24	
1703		11/24 AP 04/09/24 0000000				C & C WELDING & SANDBLASTING	35.41		04/30/24	
1717		11/24 AP 04/09/24 0000000				CHRISTIE DOOR COMPANY DOOR REPAIR	282.50		04/30/24	

GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 551 REFUSE FUND									
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.						continued			
ACCOUNT TOTAL							510.79	.00	510.79
551-6685-436.86-37 REPAIR & MAINTENANCE / REFUSE CART TRACKING SW									
1703		11/24 AP 03/28/24 0000000				ROUTEWARE, INC.	165.00		04/30/24
		ANDROID TABLET FOR ROUTE				WARE			
1703		11/24 AP 03/28/24 0000000				ROUTEWARE, INC.	185.00		04/30/24
		ANDROID TABLET FOR ROUTE				WARE			
ACCOUNT TOTAL							350.00	.00	350.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1781		11/24 AP 04/22/24 0000000				MIDWEST ELECTRONIC RECOVERY	1,125.40		04/30/24
		ELECTRONIC RECYCLING							
1768		11/24 AP 04/06/24 0000000				LIBERTY TIRE RECYCLING, LLC	211.14		04/30/24
		SCRAP TIRE RECYCLING							
1703		11/24 AP 04/05/24 0000000				WEIKERT IRON AND METAL	1,988.00		04/30/24
		APPLIANCE RECYCLING							
1698		11/24 AP 03/23/24 0000000				LIBERTY TIRE RECYCLING, LLC	824.86		04/30/24
		SCRAP TIRE RECYCLING							
ACCOUNT TOTAL							4,149.40	.00	4,149.40
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
1703		11/24 AP 04/02/24 0000000				MENARDS-CEDAR FALLS	40.88		04/30/24
		SUPPLIES FOR CART WASHER							
ACCOUNT TOTAL							40.88	.00	40.88
FUND TOTAL							6,459.71	.00	6,459.71
FUND 552 SEWER RENTAL FUND									
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1703		11/24 AP 04/04/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	9.02		04/30/24
		REPORT COVERS, OFFICE SUP				AND PAPER			
ACCOUNT TOTAL							9.02	.00	9.02
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
1766		11/24 AP 04/11/24 0000000				KAY, PHILIP R.	73.70		04/30/24
		RATCHET SCREWDRIVER				SOCKET			
1766		11/24 AP 04/09/24 0000000				CAMPBELL SUPPLY WATERLOO	779.96		04/30/24
		PIPE WRENCH/PLIERS SET				ADJUSTABLE WRENCH			

GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
-----									
FUND 552 SEWER RENTAL FUND									
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
						continued			
ACCOUNT TOTAL						853.66	.00	853.66	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1766		11/24	AP	04/03/24	0000000	CAMPBELL SUPPLY WATERLOO	136.43		04/30/24
						QUIK STIKS			
						SAFETY SUPPLIES			
ACCOUNT TOTAL						136.43	.00	136.43	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1721		11/24	AP	03/31/24	0000000	NAPA AUTO PARTS	219.01		04/30/24
						NAPA PARTS			
1698		11/24	AP	02/29/24	0000000	NAPA AUTO PARTS	665.94		04/30/24
						NAPA PARTS			
ACCOUNT TOTAL						884.95	.00	884.95	
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1766		11/24	AP	04/18/24	0000000	O'DONNELL ACE HARDWARE	59.98		04/30/24
						RAKE			
ACCOUNT TOTAL						59.98	.00	59.98	
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT									
1766		11/24	AP	04/18/24	0000000	NORTH CENTRAL LABORATORIES	82.20		04/30/24
						LAB QA/QC STD			
1766		11/24	AP	04/15/24	0000000	NORTH CENTRAL LABORATORIES	128.80		04/30/24
						DOB NUTRIENT PILLOWS			
1766		11/24	AP	04/04/24	0000000	MIDLAND SCIENTIFIC, INC.	51.73		04/30/24
						SODIUM HYDROXIDE			
1766		11/24	AP	04/03/24	0000000	O'DONNELL ACE HARDWARE	8.38		04/30/24
						TAILPIECE, WASHER			
						PLUMBING LAB SINK			
ACCOUNT TOTAL						271.11	.00	271.11	
552-6665-436.73-68 OTHER SUPPLIES / POLYMER									
1766		11/24	AP	04/19/24	0000000	MSD ENVIRONMENTAL SERVICES, I	5,222.08		04/30/24
						POLYMER			
ACCOUNT TOTAL						5,222.08	.00	5,222.08	
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY									
1781		11/24	AP	04/19/24	0000000	BENTON'S READY MIX CONCRETE,	750.50		04/30/24



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.74-13						SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY				continued
1721				11/24	AP 04/12/24 0000000	CONCRETE FOR NORDIC RIDGE BOX OUTS O'DONNELL ACE HARDWARE	10.69			04/30/24
1768				11/24	AP 04/12/24 0000000	SAW BLADE-MANHOLE COVER BENTON'S READY MIX CONCRETE,	815.00			04/30/24
1717				11/24	AP 04/11/24 0000000	NORDIC BOXOUTS CRITEX LLC	1,339.20			04/30/24
						MR MANHOLE TEETH				
						ACCOUNT TOTAL	2,915.39	.00		2,915.39
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
1775				11/24	AP 04/23/24 0000000	A1 SEWER AND DRAIN	392.00			04/30/24
1766				11/24	AP 04/10/24 0000000	1609 LILAC LN-SUMP PUMP BACKED UP KITCHEN SINK ECHO GROUP, INC.	5,122.23			04/30/24
1766				11/24	AP 04/03/24 0000000	CH DISCONNECTS SHERWIN-WILLIAMS COMPANY	99.98			04/30/24
1766				11/24	AP 04/03/24 0000000	LS PAINT SHERWIN-WILLIAMS COMPANY	185.08			04/30/24
						LS PAINT				
						ACCOUNT TOTAL	5,799.29	.00		5,799.29
552-6665-436.74-53 SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES										
1766				11/24	AP 04/17/24 0000000	MENARDS-CEDAR FALLS	230.33			04/30/24
1766				11/24	AP 04/10/24 0000000	AIR HOSE/HOSE HANGER AIR HOSE REEL/NOZZLE ELLIOTT EQUIPMENT CO.	1,023.05			04/30/24
1766				11/24	AP 02/21/24 0000000	TV CABLE REPAIR KIT TV VAN PARTS ELLIOTT EQUIPMENT CO.	1,023.09			04/30/24
1766				11/24	AP 02/14/24 0000000	TV CABLE REPAIR KIT TV VAN EQUIPMENT ELLIOTT EQUIPMENT CO.	1,882.13			04/30/24
						CABLE ASSEMBLY TV VAN PARTS				
						ACCOUNT TOTAL	4,158.60	.00		4,158.60
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1766				11/24	AP 04/10/24 0000000	WATERMAIN REPAIR ACCURATE GEAR AND MACHINE, IN	1,206.50			04/30/24
1766				11/24	AP 04/10/24 0000000	PUMP STAND FABRIC CUSTOM BLACKSMITHING & MFG., I	125.00			04/30/24
1766				11/24	AP 04/01/24 0000000	WINCHING-PUMP PULL RASMUSSEN CO., THE	450.00			04/30/24
1766				11/24	AP 03/28/24 0000000	17TH ST BARSscreen STARTER ECHO GROUP, INC.	1,295.47			04/30/24
						ACCOUNT TOTAL	3,076.97	.00		3,076.97

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-12					REPAIR & MAINTENANCE / TOWELS				
1766		11/24 AP		04/12/24	0000000	ARAMARK	34.46		04/30/24
						MOPS AND TOWELS			
					ACCOUNT TOTAL		34.46	.00	34.46
552-6665-436.86-61 REPAIR & MAINTENANCE / REP & MAIN-LIFT STATIONS									
552-6665-436.86-61		11/24 AP		04/09/24	0000000	PLUMB TECH INC.	1,348.67		04/30/24
1766						BACKFLOW REPAIR 17TH LS			
					ACCOUNT TOTAL		1,348.67	.00	1,348.67
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
552-6665-436.92-01		11/24 AP		03/29/24	0000000	JCG LAND SERVICES, INC.	150.00		04/30/24
1767						ACQUISITION			
					PROJECT#: 023332				
					ACCOUNT TOTAL		150.00	.00	150.00
552-6665-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
552-6665-436.96-82		11/24 AP		04/23/24	0000000	PETERSON CONTRACTORS	81,518.74		04/30/24
1767						3182-OAK PARK SEWER			
					PROJECT#: 023182				
552-6665-436.96-82		11/24 AP		02/22/24	0000000	SNYDER & ASSOCIATES, INC.	700.00		04/30/24
1767						THROUGH 01/31/24			
					PROJECT#: 023182				
552-6665-436.96-82		11/24 AP		01/14/24	0000000	SNYDER & ASSOCIATES, INC.	2,028.00		04/30/24
1767						THROUGH 12/31/23			
					PROJECT#: 023182				
					ACCOUNT TOTAL		84,246.74	.00	84,246.74
					FUND TOTAL		109,167.35	.00	109,167.35
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01		11/24 AP		04/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.74		04/30/24
1758						STENO PADS			
555-6630-432.72-01		11/24 AP		03/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80		04/30/24
1758						COPY PAPER			
555-6630-432.72-01		11/24 AP		03/22/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.21		04/30/24
1758						GEL PENS, HILITERS, SHARPIES			
555-6630-432.72-01		11/24 AP		02/28/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.64		04/30/24
1758						COPY PAPER, 11X17 PAPER			

GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1758		11/24	AP	02/28/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.28		04/30/24
						POST ITS, NOTEBOOKS, LEGAL PADS			
1758		11/24	AP	02/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.00		04/30/24
						LEGAL PADS, STENO PADS			
1758		11/24	AP	01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.47		04/30/24
						PAPER CLIPS, FILE FOLDERS			
ACCOUNT TOTAL							16.14	.00	16.14
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1767		11/24	AP	04/18/24	0000000	PETERSON CONTRACTORS	50,160.00		04/30/24
						3215-OLIVE ST BOX CULVERT			
						PROJECT#: 023215			
1767		11/24	AP	04/16/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	21,690.20		04/30/24
						3261-KATOSKI BRIDGE REPL			
						PROJECT#: 023261			
1767		11/24	AP	03/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,117.93		04/30/24
						3306-2023 STORMWATER PLAN			
						PROJECT#: 023306			
1767		11/24	AP	02/16/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	4,266.28		04/30/24
						3261-KATOSKI BRIDGE REPL			
						PROJECT#: 023261			
ACCOUNT TOTAL							77,234.41	.00	77,234.41
FUND TOTAL							77,250.55	.00	77,250.55
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1716		11/24	AP	04/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42		04/30/24
						COPY PAPER			
ACCOUNT TOTAL							3.42	.00	3.42
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
1775		11/24	AP	04/30/24	0000000	ACOM SOLUTIONS, INC.	4,061.00		04/30/24
						EZ PDF & EZ DESIGN			
						06/01/24-05/31/25			
1775		11/24	AP	04/22/24	0000000	IP PATHWAYS, LLC	10,080.00		04/30/24
						VMWARE VSPHERE STANDARD			
						1 YEAR			
1775		11/24	AP	04/18/24	0000000	HEARTLAND BUSINESS SYSTEMS LL	6,023.15		04/30/24
						0365 MONTH SUBSC-APRIL			
ACCOUNT TOTAL							20,164.15	.00	20,164.15

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.93-01						EQUIPMENT / EQUIPMENT			
1775		11/24 AP		04/14/24	0000000	B & H PHOTO-VIDEO-PRO AUDIO	235.96		04/30/24
						WIRELESS HDMI EXTENDERS			
1775		11/24 AP		04/08/24	0000000	B & H PHOTO-VIDEO-PRO AUDIO	117.98		04/30/24
						WIRELESS HDMI EXTENDER			
1775		11/24 AP		10/24/23	0000000	KELTEK INCORPORATED	3,445.41		04/30/24
						MDC REPLACEMENT-FIRE			
						ACCOUNT TOTAL	3,799.35	.00	3,799.35
						FUND TOTAL	23,966.92	.00	23,966.92
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1703		11/24 AP		04/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.43		04/30/24
						REPORT COVERS, OFFICE SUP			
						AND PAPER			
						ACCOUNT TOTAL	12.43	.00	12.43
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1781		11/24 AP		04/25/24	0000000	NORTHLAND PRODUCTS CO.	77.60		04/30/24
						HYD FLUID DYE			
1781		11/24 AP		04/17/24	0000000	NORTHLAND PRODUCTS CO.	1,516.60		04/30/24
						BULK FLUIDS			
1717		11/24 AP		04/09/24	0000000	HTP ENERGY	21,156.28		04/30/24
						#2 DIESEL AT BLUFF STREET			
1717		11/24 AP		03/31/24	0000000	AIRGAS USA, LLC	102.71		04/30/24
						WELDING AND CUTTING GAS			
1721		11/24 AP		03/31/24	0000000	NAPA AUTO PARTS	434.39		04/30/24
						NAPA PARTS			
1781		11/24 AP		03/07/24	0000000	NORTHLAND PRODUCTS CO.	80.40		04/30/24
						USED OIL COLLECTION			
1698		11/24 AP		02/29/24	0000000	NAPA AUTO PARTS	60.64		04/30/24
						NAPA PARTS			
						ACCOUNT TOTAL	23,428.62	.00	23,428.62
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
1721		11/24 AP		03/31/24	0000000	NAPA AUTO PARTS	237.70		04/30/24
						NAPA PARTS			
						ACCOUNT TOTAL	237.70	.00	237.70

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1698		11/24	AP	04/02/24	0000000	CITY LAUNDERING CO.	43.77		04/30/24
						FIRST AID SUPPLIES			
ACCOUNT TOTAL							43.77	.00	43.77
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1781		11/24	AP	04/25/24	0000000	C & C WELDING & SANDBLASTING	46.32		04/30/24
						MISC STEEL FOR STOCK			
1781		11/24	AP	04/23/24	0000000	KEITH MFG. CO.	345.06		04/30/24
						#383 HYD TUBES			
1781		11/24	AP	04/16/24	0000000	O'DONNELL ACE HARDWARE	24.45		04/30/24
						SUPPLIES-STYROFOAM VACUUM			
1781		11/24	AP	04/16/24	0000000	POLK'S LOCK SERVICE, INC.	2.25		04/30/24
						SPARE KEY 2131			
1717		11/24	AP	04/15/24	0000000	KELTEK INCORPORATED	836.55		04/30/24
						USB CHARGE PORT-PD SQUADS			
1781		11/24	AP	04/15/24	0000000	LAWSON PRODUCTS, INC.	1,347.75		04/30/24
						MISC SHOP SUPPLIES			
1721		11/24	AP	04/11/24	0000000	SIGNS BY TOMORROW	774.00		04/30/24
						PD14- K9 DECALS			
1717		11/24	AP	04/08/24	0000000	FORCE AMERICA DISTRIBUTING LL	1,012.31		04/30/24
						#243 HYD SHUTOFF			
1717		11/24	AP	04/04/24	0000000	KELTEK INCORPORATED	2,372.98		04/30/24
						LIGHTS AT #237 SPOT LIGHT			
1717		11/24	AP	04/04/24	0000000	KELTEK INCORPORATED	21.45		04/30/24
						KEYBOARD ADAPTER PD14			
1717		11/24	AP	04/03/24	0000000	AIRGAS USA, LLC	171.30		04/30/24
						WELDING NOZZLE			
1781		11/24	AP	04/03/24	0000000	FASTENAL COMPANY	46.60		04/30/24
						MISC SHOP SUPPLIES			
1721		11/24	AP	03/31/24	0000000	NAPA AUTO PARTS	39,218.77		04/30/24
						NAPA PARTS			
1698		11/24	AP	02/29/24	0000000	NAPA AUTO PARTS	47,469.44		04/30/24
						NAPA PARTS			
ACCOUNT TOTAL							93,689.23	.00	93,689.23
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE									
1698		11/24	AP	02/29/24	0000000	NAPA AUTO PARTS	2,411.85		04/30/24
						NAPA PARTS			
ACCOUNT TOTAL							2,411.85	.00	2,411.85
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
1781		11/24	AP	04/23/24	0000000	D & D TIRE INC.	1,250.00		04/30/24
						#2165 FRONT TIRES			

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 685 VEHICLE MAINTENANCE FUND								
					continued			
685-6698-446.86-15					REPAIR & MAINTENANCE / TIRE REPAIRS			
1781		11/24	AP	04/08/24	0000000 D & D TIRE INC.	205.00		04/30/24
					TIRE REPAIRS #382			
1781		11/24	AP	04/08/24	0000000 D & D TIRE INC.	415.00		04/30/24
					#384 TIRE REPLACED			
1781		11/24	AP	04/08/24	0000000 D & D TIRE INC.	650.00		04/30/24
					#372 TIRES			
ACCOUNT TOTAL						2,520.00	.00	2,520.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY								
1781		11/24	AP	04/17/24	0000000 WITHAM AUTO CENTERS	373.68		04/30/24
					#412 AIRBAG SYSTEM REPAIR			
1721		11/24	AP	04/17/24	0000000 WITHAM AUTO CENTERS	141.70		04/30/24
					ALIGNMENT PD04			
1721		11/24	AP	03/28/24	0000000 RASMUSSEN CO., THE	75.00		04/30/24
					TOWED TO FUSION PW PD05			
1721		11/24	AP	03/27/24	0000000 RASMUSSEN CO., THE	440.00		04/30/24
					#370 TOWED TO PW			
1721		11/24	AP	02/29/24	0000000 WITHAM AUTO CENTERS	141.70		04/30/24
					ALIGNMENT PD02			
ACCOUNT TOTAL						1,172.08	.00	1,172.08
685-6698-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
1768		11/24	AP	04/08/24	0000000 MENARDS-CEDAR FALLS	154.37		04/30/24
					SCREWS/WOOD/DRIVER			
					SUPPLIES FOR ROOF			
					PROJECT#: 062386			
1703		11/24	AP	04/05/24	0000000 GROSSE STEEL CO., INC.	852.00		04/30/24
					PAN DECK FOR ROOF			
					PROJECT#: 062386			
ACCOUNT TOTAL						1,006.37	.00	1,006.37
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES								
1781		11/24	AP	04/22/24	0000000 C & C WELDING & SANDBLASTING	5,320.17		04/30/24
					REPAIRS TO ALLOW MOWER ON TRAILER			
ACCOUNT TOTAL						5,320.17	.00	5,320.17
FUND TOTAL						129,842.22	.00	129,842.22

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03						INSURANCE / LTD INSURANCE			
1775		11/24 AP		04/25/24	0000000	MADISON NATIONAL LIFE INS.CO.	4,286.56		04/30/24
						LTD-MAY 2024			
						ACCOUNT TOTAL	4,286.56	.00	4,286.56
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1775		11/24 AP		04/25/24	0000000	MADISON NATIONAL LIFE INS.CO.	2,755.80		04/30/24
						GROUP LIFE AD/D-MAY 2024			
						ACCOUNT TOTAL	2,755.80	.00	2,755.80
						FUND TOTAL	7,042.36	.00	7,042.36
FUND 689 LIABILITY INSURANCE FUND									
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	2,230,555.88	555.40	2,230,000.48