



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, SEPTEMBER 21, 2020
7:00 PM AT CITY HALL**

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

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

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

- 1. Regular Meeting of September 8, 2020.

Agenda Revisions

Special Order of Business

- 2. Public hearing on proposed funding distribution of the State's Community Development Block Grant (CDBG-CV) funding relative to the CARES Act.
 - a) Receive and file proof of publication of notice of hearing. (Notice published September 14, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving an Application for State CDBG-CV Entitlement Funding relative to the CARES Act.
- 3. Public hearing on a proposed ordinance granting a partial property tax exemption to Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way.
 - a) Receive and file proof of publication of notice of hearing. (Notice published September 14, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.

d) Public comments.

e) Pass an ordinance granting a partial property tax exemption to Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way, upon its first consideration.

4. Public hearing on a proposed ordinance granting a partial property tax exemption to Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway.

a) Receive and file proof of publication of notice of hearing. (Notice published September 14, 2020)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Pass an ordinance granting a partial property tax exemption to Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway, upon its first consideration.

5. Public hearing on a proposed ordinance granting a partial property tax exemption to Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way.

a) Receive and file proof of publication of notice of hearing. (Notice published September 14, 2020)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Pass an ordinance granting a partial property tax exemption to Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way, upon its first consideration.

6. Public hearing to consider entering into an Agreement for Private Development with Panther Builders, LLC.

a) Receive and file proof of publication of notice of hearing. (Notice published September 14, 2020)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and authorizing execution of an Agreement for Private Development with Panther Builders, LLC.

Old Business

7. Pass Ordinance #2969, amending Section 26-118 of the Code of Ordinances by removing property located north of West 27th Street and west of P E Center Drive from the A-1, Agricultural District, and placing the same in the P, Public District, upon its third and final consideration.

8. Pass Ordinance #2970, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 4-way stop at the intersection of West 12th Street and Walnut Street, upon its second consideration.

New Business

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

- [9.](#) Receive and file a communication from the Mayor relative to the July 2020 Compost Facility Fire After-Action Review.
- [10.](#) Approve the recommendation of the Mayor relative to the appointment of Jordan Thomas Peterson as Student Liaison, term ending 04/30/2021.
- [11.](#) Receive & file the resignation of Andrew Morse as a member of the Human Rights Commission.
- [12.](#) Receive and file the City Council Work Session minutes of September 8, 2020 relative to Role of Human Rights Commission.
- [13.](#) Receive and file the FY20 Annual Report of the Operations & Maintenance Division.
- [14.](#) Approve the following applications for beer permits and liquor licenses:
 - a) Pablo's Mexican Grill, 310 Main Street, Class B beer - renewal.
 - b) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C liquor - renewal.
 - c) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class B liquor & outdoor service - renewal.
 - d) Blue Room, 201 Main Street, Class C liquor - renewal.
 - e) Little Bigs, 2210 College Street, Class C liquor - renewal.
 - f) SingleSpeed Brewing Co., 128 Main Street, Class C liquor & outdoor service - renewal.
 - g) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
 - h) The Landmark, 107 Main Street, Class C liquor & outdoor service - renewal.
 - i) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.

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.)

- [15.](#) Resolution approving and authorizing submission of the City's FY20 Street Financial Report.
- [16.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 1122 West 22nd Street.
- [17.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 234 Clark Drive.
- [18.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 2013 Maplewood Drive.
- [19.](#) Resolution approving and authorizing execution of an Agreement with Tempest, Inc. and iDSS Global, LLC for Customer Relationship Management Software for the Visitors and Tourism Division.
- [20.](#) Resolution approving six occupancy permits prior to the acceptance of public improvements in Western Home Communities Ninth Addition.
- [21.](#) Resolution approving a Central Business District (CBD) Overlay Zoning District site plan for facade improvements at 201 Main Street.
- [22.](#) Resolution approving the final plat of Chrisbro Subdivision, a Replat of Lot 3, Lockard Pines.
- [23.](#) Resolution approving and accepting the contract and bond of Feldman Concrete, for the 2020 Sidewalk Assessment.
- [24.](#) Resolution approving and accepting the low bid of Boulder Contracting, LLC, in the amount of \$277,914.28, for the 2020 Street Patching Project.

- [25.](#) Resolution approving and accepting the contract and bond of Boulder Contracting, LLC for the 2020 Street Patching Project.
- [26.](#) Resolution approving the Certificate of Completion and accepting the work of Lodge Construction Inc. for the 100 Block Alley Reconstruction Project.
- [27.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Trinity Bible Church relative to a post-construction stormwater management plan for 125 Orchard Drive.
- [28.](#) Resolution approving and authorizing submission of an Iowa Clean Air Attainment Program (ICAAP) grant application to the Iowa Department of Transportation (IDOT) for Traffic Flow Improvements relative to the West 27th Street Reconstruction Project.
- [29.](#) Resolution approving and accepting the quote of Peterson Contractors, Inc., in the amount of \$106,611.00, and authorizing expenditure of funds for the Mandalay Slope Stabilization Project.
- [30.](#) Resolution setting October 5, 2020 as the date of public hearing on a proposal to undertake a public improvement project for the Greenhill Road and South Main Street Intersection Improvements Project, and to authorize acquisition of private property for said project.

Allow Bills and Payroll

- [31.](#) Allow Bills and Payroll of September 21, 2020.

City Council Referrals

City Council Updates

Staff Updates

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, SEPTEMBER 8, 2020
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.
- 52960 - It was then moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of August 17, 2020 and Special Meeting of August 19, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52961 - Mayor Green announced that in accordance with the public notice of August 21, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Street Patching Project. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52962 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 52963 - It was moved by Kruse and seconded by Harding that Resolution #22,096, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Street Patching Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion Carried. The Mayor then declared Resolution #22,096 duly passed and adopted.
- 52964 - It was moved by Kruse and seconded by Harding that Ordinance #2969, amending Section 26-118 of the Code of Ordinances by removing property located north of West 27th Street and west of P E Center Drive from the A-1, Agricultural District, and placing the same in the P, Public District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.
- 52965 - It was moved by Harding and seconded by Darrah that Resolution #22,097,

adopting a face mask mandate for the City of Cedar Falls, be adopted.

The following individuals spoke in support of the proposed mandate:

- Mark Nook, University of Northern Iowa President
- Kendra Wohlert, 1416 Madison Street
- Nate Didier, 501 Barbara Drive
- Joyce Coil, 4404 Harvest Lane
- Kathryn Sogard, Executive Director of College Hill Partnership, 330
Columbia Circle, Waterloo
- Deb Bernard, 2922 Shady Lane
- Jim Skaine, 2215 Clay Street

The following individuals spoke opposed to the proposed mandate:

- Karen Bigelow Baker, 1826 Quail Run Lane
- Thomas (T.J.) Frein, 1319 Austin Way
- Craig Fairbanks, 405 Spruce Hills Drive
- Zachary Thoma, 861 Maucker Road

The following individuals provided general comments:

- Jeremy Sulentic, 1008 Rocklyn Street
- Rick Sharp, 1623 Birch Street

Following a comment by Councilmember Harding, it was then moved by Harding and seconded by Kruse to amend the resolution to state “face coverings for children aged 5 and above”. Following questions and comments by Councilmembers Dunn, Kruse and deBuhr, and responses by Black Hawk County Health Department Doctor Nafissa Cisse Egbuonye and City Attorney Rogers, the motion to amend carried 4-3 with Darrah, Dunn and Miller voting Nay.

Following questions and comments by Councilmembers deBuhr, Harding, Dunn and Kruse, and responses by City Attorney Rogers, it was moved by Kruse and seconded by Sires to further amend the resolution to state “strong recommendation” instead of “mandate”. Following discussion by Councilmembers Kruse, Miller, Dunn, deBuhr and Sires, the motion to amend failed with Harding, Darrah, Dunn and Miller voting Nay.

Following additional comments by Councilmembers Miller, deBuhr and Dunn, the Mayor put the question on the original motion as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Dunn, Miller. Nay: deBuhr, Kruse, Sires. Motion carried. The Mayor then declared Resolution #22,097 duly passed and adopted, as amended.

52966 - It was moved by Harding and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file a proclamation recognizing the week of September 6-12, 2020 as Suicide Prevention and Recovery Week.

Receive and file a proclamation recognizing the week of September 17-23, 2020

as Constitution Week.

Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions.

- a) Nathan Arndt, Historic Preservation Commission, term ending 03/31/2022.

Receive and file the City Council Work Session minutes of August 17, 2020 relative to City Council Committee Structure.

Receive and file Departmental Monthly Reports for July 2020.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) Panther Travel Center, 1525 West Ridgeway Avenue.
- b) United Wine & Liquor, 2211 College Street.

Approve the following applications for beer permits and liquor licenses:

- a) Fleet Farm, 400 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
- b) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class C beer & Class B wine - renewal.
- c) Hampton Inn & Suites, 101 West 1st Street, Class C beer & Class B wine - renewal.
- d) Metro Mart, 103 Franklin Street, Class C beer - renewal.
- e) Murphy USA, 518 Brandilynn Boulevard, Class C beer - renewal.
- f) Hilton Garden Inn, 7213 Nordic Drive, Class B liquor, Class B native wine & outdoor service - renewal.
- g) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
- h) Wilbo, 118 Main Street, Class C liquor - renewal.
- i) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.
- j) Chuck E. Cheese's, 5911 University Avenue, Class B beer – change in ownership.
- k) United Wine & Liquor, 2211 College Street, Class E liquor – new.

Motion carried unanimously.

52967 - It was moved by Miller and seconded by Harding to receive and file the City Council Work Session minutes of August 26, 2020 relative to COVID-19 Mitigation Options Discussion. Following a comment by Rick Sharp, 1623 Birch Street, and response by City Attorney Rogers, it was then moved by deBuhr and seconded by Kruse to amend the original motion to reflect that the meeting was held at a time that did not work for Councilmember deBuhr. The motion to amend carried unanimously. Mayor Green then put the question back on the original motion, as amended, and the motion carried unanimously.

52968 - It was moved by deBuhr and seconded by Miller to receive and file the City Council Work Session minutes of August 31, 2020 relative to COVID-19 Mitigation Options Discussion. It was then moved by Kruse and seconded by Darrah to amend the original motion to reflect that the meeting was held at a time

that did not work for Councilmember deBuhr. The motion to amend carried unanimously. Mayor Green then put the question on the original motion, as amended, and the motion carried unanimously.

52969 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,098, approving and authorizing execution of a Settlement Agreement and Release with JKC Investments, LLC relative to the Cyber Lane-2018 Street Construction Project.

Resolution #22,099, levying a final assessment for costs incurred by the City to mow the property located at 1227 West 22nd Street.

Resolution #22,100, levying a final assessment for costs incurred by the City to mow the property located at 2208 Coventry Lane.

Resolution #22,101, approving and authorizing execution of a Managed Content Licensing and Servicing Agreement with Gordon Flesch Company, Inc. relative to replacement of the City's document imaging system.

Resolution #22,102, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Campus Street Box Culvert Project.

Resolution #22,103, approving and accepting completion of public improvements in Prairie Winds 4th Addition.

Resolution #22,104, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Union Road Recreational Trail Project – 12th Street to 27th Street.

Resolution #22,105, approving and authorizing execution of a First Amendment to Agreement for Professional Services with Pathways Behavioral Services, Inc. for additional Community Development Block Grant (CDBG) funding relative to the CARES Act.

Resolution #22,106, setting September 21, 2020 as the date of public hearing on proposed funding distribution of the State's Community Development Block Grant (CDBG-CV) funding relative to the CARES Act.

Resolution #22,107, setting September 21, 2020 as the date of public hearing on a proposed ordinance granting a partial property tax exemption for Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way.

Resolution #22,108, setting September 21, 2020 as the date of public hearing on a proposed ordinance granting a partial property tax exemption for Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way.

Resolution #22,109, setting September 21, 2020 as the date of public hearing on a proposed ordinance granting a partial property tax exemption for Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolutions #22,098 through #22,109 duly passed and adopted.

- 52970 - A proposed resolution approving the recommendation of the Mayor to proceed with consideration of the removal of a Planning & Zoning Commissioner, failed for lack of motion.
- 52971 - It was moved by deBuhr and seconded by Miller that Resolution #22,110, approving and authorizing execution of a lease relative to property vacated by the 2008 flood buyout programs, be adopted. Following appreciative comments by Councilmember Miller towards neighboring property owners, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,110 duly passed and adopted.
- 52972 - It was moved by Darrah and seconded by Miller that Resolution #22,111, approving and authorizing execution of an Iowa Transportation Alternatives Program (TAP) Project Federal-Aid Agreement with the Iowa Department of Transportation (IDOT) relative to the Lake Street Recreational Trail Project – Central Avenue east to Big Woods Trail Connection, be adopted. Following a question by Councilmember Miller and response by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,111 duly passed and adopted.
- 52973 - It was moved by Harding and seconded by Darrah that Resolution #22,112, approving and authorizing payment, not to exceed \$88,930.00, to River Place Properties, LC for brick paver upgrades to the Plaza public sidewalk in the event that an Amendment to the Agreement for Private Development with River Place Properties, LC is not executed, be adopted. Following a question by Councilmember Harding and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,112 duly passed and adopted.
- 52974 - It was moved by Miller and seconded by Harding that Resolution #22,113, setting September 21, 2020 as the date of public hearing to consider entering into a

proposed Agreement for Private Development with Panther Builders, LLC, be adopted. Following a question by Councilmember Harding and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,113 duly passed and adopted.

52975 - It was moved by Darrah and seconded by Harding that Ordinance #2970, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 4-way stop at the intersection of West 12th Street and Walnut Street, be passed upon its first consideration. Public Works Director Schrage provided a summary of the proposed ordinance and responded to questions by Councilmembers Kruse and Sires. The Mayor then put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.

52976 - It was moved by Kruse and seconded by Darrah that the bills and payroll of September 8, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.

52977 - It was moved by deBuhr and seconded by Kruse to refer the next City Council meeting consideration to return to Council Chambers for in-person Council Meetings. Following comments by City Attorney Rogers and Mayor Green, the motion carried unanimously.

It was moved by Dunn and seconded by Kruse to refer to the Committee of the Whole parking issues around the Place to Play Park. Following comments by Councilmembers Kruse, Sires, Miller and Darrah and responses by City Administrator Gaines and Community Development Director Sheetz, Councilmember Dunn withdrew the motion.

52978 - Councilmember Miller announced that Principal Engineer Fitch was leaving the City and expressed appreciation for his service.

Councilmember Harding encouraged the public to continuing supporting the local bars and businesses.

52979 - Mayor Green responded to questions and comments by Rick Sharp, 1623 Birch Street, Thomas (T.J.) Frein, 1319 Austin Way, and Jeremy Sulentic, 1008 Rocklyn Street, regarding the mask mandate enforcement and signage responsibilities.

Rick Sharp, 1623 Birch Street, and Josh Wilson, 100 East 2nd Street, commented on Council Meetings being open to the public and returning to Council Chambers, and Mr. Wilson expressed appreciation to City Attorney

Rogers for taking time to speak with him recently.

Thomas (T.J.) Frein, 1319 Austin Way, requested temporary solutions for the parking issues at the Place to Play Park.

Bob Manning, 2908 West 3rd Street, Executive Officer of Cedar Valley Home Builders, announced the Cedar Valley Parade of Homes event, September 17-20, 2020.

Jim Skaine, 2215 Clay Street, commented on the proclamation recognizing the Constitution and requested the term "germane" be removed from agendas.

52980 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 9:35 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

TO: Mayor Green and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: September 15, 2020
SUBJECT: Public Hearing: State award of CARES Act Community Development Block Grant funds (CDBG-CV)

In April 2020, the CARES Act was passed in response to COVID-19. The State notified us in mid May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities. Cedar Falls is a CDBG Entitlement Community and could receive \$369,432 of State CDBG-CV funds. On August 14th we were notified that the crucial Federal Register Notice occurred and applications were due to the State by September 1, 2020. We are required to hold a local public hearing related to the projects requested for funding.

CDBG-CV funds are to support activities that prevent, prepare for, and respond to coronavirus. Because they are CDBG funds, we must also meet a National Objective such as benefit to low- and moderate- income (LMI) persons; aid in the prevention or elimination of slums or blight; and/or meet an urgent need. During the pandemic, many CDBG programs have looked to fund public service agencies. This includes a range of non-profit organizations that provide services such as job training, fair housing counseling, health services, services for senior citizens, housing for homeless, and the like. Cedar Falls distributed a Request for Proposals (RFP) for service agencies, seeking proposals to be used by the local CDBG-CV funds we received and approved in May 2020 (\$32,132). The response to the RFPs was well over the funds we have available, therefore we propose utilizing State funding of \$88,250 toward service agencies and the staff time needed to monitor contracts and report compliance.

The remainder of the funding is proposed for park upgrades at Gateway Park and Seerley Park. Both are within low to moderate income census block groups. Improvements would include changing the woodchip surface to rubber mats to make the areas cleaner and more accessible for those with physical challenges. Each park would also have two additional play structures that can be used by kids with disabilities. The

proposed funding for the improvements and staff time to develop bid documents and ensure federal compliance would total \$281,182.

Staff recommends holding the public hearing on the proposed funding distribution of the State's CDBG-CV funding to Cedar Falls. Attached is the application submitted to the State.

Please contact me with any questions. Thank you.

Attachments: Cedar Falls Entitlement Application

Entitlement CDBG-CV Application

Name of City: Cedar Falls

Allocation Amount: \$369,432.00

General Considerations:

1. 70% of funds must be for Low-to Moderate Income Activities.
2. Include maps of targeted areas (if applicable)
3. Estimate the amount of funds allocated to activity delivery cost per unit or individual activity. Activity delivery cost will be the source of administration dollars for your city to administer these funds. HUD put out a CPD Notice about activity delivery costs vs. general administration costs:
<https://files.hudexchange.info/resources/documents/Notice-CPD-13-07-Allocating-Staff-Costs-Program-Administration-Delivery-Costs-CDBG.pdf>.
4. This is a non-competitive application. IEDA is seeking information on how you will expend your allocation (referenced above) of IEDA's CDBG-CV second allocation funds.
5. Funds will need to be expended by 7/20/25
6. 80% of the funds must be spent by 7/20/23
7. Unless waived or modified by the Federal Register Notice, all state CDBG regulations will govern these funds.

Submit with the Application:

1. Cover Page: The application must be accompanied by a letter on City letterhead signed by the Chief Elected Official authorizing IEDA to consider the application
2. Applicant Disclosure Report: <https://www.hud.gov/sites/documents/2880.PDF>
3. Federal Assurances Signature Page:
<http://www.iowaeconomicdevelopment.com/userdocs/documents/ieda/FEDERALASSURANCESSIGNATUREPAGE.doc>
4. Public Hearing minutes and the notification of the public hearing. Instructions for the public hearing can be found on the next page.

Origin of Funds: HUD announced on May 11,2020 the availability of a second round of \$1 billion in CDBG-CV funds for states which allowed them to fund activities in entitlement areas:
https://www.hud.gov/sites/dfiles/CPD/documents/Revised_CDBG-CV2_Methodology.pdf. The state decided to allocate these funds to entitlements based upon population.

HUD has also released a Federal Register notice about the funds <https://www.hud.gov/sites/dfiles/CPD/documents/FR-6218-N-01-CDBG-CV-clean-8-7-20-header-for-posting.pdf>

Program Descriptions: Please answer the questions starting on the next page for each program. There can be more than three programs, complete the questions for as many programs as you plan to fund. The programs should meet the needs of the COVID-19 response for your community.

It will be important to remember that a Duplication of Benefits will be required for these funds. IEDA will work with you on developing forms and submission requirements to assure that funds will not be duplicated and that there is still an unmet need that these CDBG-CV dollars can meet.

Next Steps: After your community submits the entitlement application, it will be reviewed by IEDA staff and approved by our Director. IEDA will be unable to send an award letter or contract until HUD issues the CDBG-CV funds Federal Register notice. Once published, IEDA will notify you to determine in any other application materials will need to be submitted before IEDA can send you an award letter and contract.

Overall Budget (add as many lines as you need):

Program	Amount of Funds	Activity Delivery Cost Per Unit or Individual Activity	National objective
1-Service Agencies Support	\$81,000	\$7,250	Low-to Moderate Income
2- Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$261,500	\$19,682	Low-to Moderate Income
3-			NA
Total amount	\$344,500	\$29,250	

Public Hearing Instructions:

The purpose of the hearing is to make the public aware of the application to IEDA to spend the CDBG-CV funds allocated to the City.

Publication: The public hearing notice must be published no more than 20 days and no less than 4 days from the date of the public hearing. The notification should follow the Cities normal protocols for publication. These can be in the paper, posted, or electronically posted.

Public Hearing: The City should follow their normal public hearing protocols. These can be virtual or in-person. The public hearing must include:

1. Need for the CDBG project
2. Description of the CDBG funded project & activities
3. The amount of CDBG funds for the project
4. Estimated amount of CDBG assistance that will benefit low-and moderate-income persons
5. The location of project activities
6. Any relocation that will have to take place because of the CDBG project
7. City/ County contact information for residents to contact with concerns or complaints regarding the project
8. Community Development and Housing Needs of low to moderate persons in the City and any planned or potential activities to address these needs. The City should ask for public input on this item and include public comments in the minutes.
9. Other Community Development and Housing needs and any planned or potential activities to address these needs. The City should ask for public input on this item and include public comments in the minutes.

Minutes: The public hearing minutes from the hearing must include the information provided at the hearing on the 9 points listed above.

Program Descriptions (add as many as you need):

Program 1 Name: Local Service Agencies Support

1. **Eligible Activity:** Cedar Falls requested proposals from service agencies to support work with Low-to Moderate Income persons needing assistance either preparing, preventing, or responding to the coronavirus. In Cedar Falls’ FFY2019-2023 Consolidated Action Plan it was noted that “...the City is financially supporting service providers that can accommodate special needs populations using their expertise and facilities, thus preventing duplication of services in the community. An additional strength is the sheer number of agencies, organization, and entities that can offer services to the community. Gaps include those caused by funding limitations and an apparent lack of service education for residents and provider coordination.” Cedar Falls would like to utilize a portion of the CDBG-CV funds through the State to respond to needs created by COVID-19, that we received from Pathways Behavioral Services, Jesse Cosby Neighborhood Center, Exceptional Persons, Inc., Ethnic Minorities of Burma Advocacy & Resource Center (EMBARC), and Eastside Ministerial Alliance, Inc.

2. **National Objective (if LMI, discuss how you will determine LMI):** LMI – Each service agency will complete income verification for individuals/family served using the 2020 income limits:

	1	2	3	4	5	6	7	8
Extremely Low Income	\$15,250	\$17,400	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
Very Low Income	\$25,400	\$29,000	\$32,650	\$36,250	\$39,150	\$42,050	\$44,950	\$47,850
Low Income	\$40,600	\$46,400	\$52,200	\$58,000	\$62,650	\$67,300	\$71,950	\$76,600

3. **Funds allocated to the Program:** \$88,250

4. **Description of the program:**

- **Pathways Behavioral Services** – Funding to support the costs of providing substance abuse treatment and detox at their residential units. To prevent the spread of COVID-19, they have reduced room capacity from the normal two occupants per bedroom to one per bedroom. Facility and staff costs remain the same, however. Therefore, support is needed to continue to provide this facility and service to income-eligible Cedar Falls residents. This is a need that would not have occurred but for COVID-19 impacts.
- **Jesse Cosby Neighborhood Center** – Serves low and no income individuals and families who are at or below the poverty level. They target individuals who have either lost their jobs, been laid off work, have lost their homes and are struggling to support themselves and their families. The Center proposes to expand their No One With Out A Home program, to meet the needs of clients impacted by COVID-19. The CDBG-CV funds will be used for deposits, rent and utilities. This is a new service by this agency in Cedar Falls.
- **Exceptional Persons, Inc. (EPI)** – This agency provides residential services to persons with behavioral health concerns, intellectual disabilities, & brain injuries, typically in group home settings. Rental assistance to income-eligible existing clients and new clients in Cedar Falls is requested. Many have been out of work since mid-March due to temporary business closure and reduced staffing needs. This is an increase in service due to the need for financial support covering rents that would not have been needed but for COVID-19 impacts.
- **Ethnic Minorities of Burma Advocacy & Resource Center (EMBARC)** – This organization helps refugees integrate and become self-sufficient. Income-eligible interns would be paid a stipend in return for helping refugees in the area to meet their basic needs like food and shelter as well as to reduce their language and literacy barriers by translating. In addition, interns would translate information for increasing awareness, as well as prevention and response efforts to coronavirus, for refugees in Cedar Falls. This is a new service by this agency in Cedar Falls.

- **Eastside Ministerial Alliance, Inc. (EMA)** – Funding to mitigate the impacts of poverty is requested. CDBG-CV funds would be used to provide financial assistance for those with a three-day notice of eviction, due to late rent or mortgage. The requests for support have greatly increased, with many unemployed individuals/families seeking assistance. Households in crisis, complete an application where their income eligibility is determined and based on that, a payment of \$100-250 is made to support their needs. This is a new service by this agency in Cedar Falls.
5. Describe the criteria that will be used to select applications and the relative importance of these criteria: Cedar Falls received seven responses to the Request for Proposals. Initially, we had only our local CDBG-CV entitlement funds. These have been quickly used and more need exists. With the State CDBG-CV funds, we would fund five of the agencies. Their work closely aligned with preparing, preventing and responding to coronavirus showing an increased need due to the pandemic. These agencies also demonstrated an understanding of the local community and how to track their services including completing income eligibility determinations.
 6. Describe threshold factors and anticipated award amounts: The requests for funding ranged from \$6,000 - \$40,000. We would like to fund all of them, at the amount requested.
 7. Estimate on the number of families assisted: 100
 8. Describe how the planned activity targets public health, coronavirus, and housing and economic disruption needs directly: The services the agencies provide range from substance abuse treatment; homelessness; support to individuals with behavioral health concerns, intellectual disabilities, & brain injuries; refugees; and rent/mortgage payments after eviction notice. These are some of our most vulnerable populations when it comes to economic disruption. Assistance is targeted to those affected by the coronavirus, having lost a job (Jesse Cosby, EPI, EMA) or working to support others (Pathways, EMBARC).
 9. Describe how this program will help you expend 80% of your funding by 7/20/2023: All service agencies anticipate the funding requested would be utilized by the end of 2021. Not knowing the extent or length of the pandemic, none wished to request more at this time. The service agency request by Cedar Falls is \$88,250 (24% of the overall funds).
 10. Please list dates and percentages to reach 80% by 7/20/2023: The service agency request by Cedar Falls' is \$88,250 (24% of the overall funds).

Date	Amount of Funds	Percentage of Funds
7/20/2021	\$58,833	66%
7/20/2022	\$29,417	100%

Program 2 Name: Neighborhood Recreational Amenities

1. **Eligible Activity:** Cedar Falls FFY2019-2023 Consolidated Action Plan described the need for additional and improved public facilities. This included bus shelters, park playground, sidewalk and trail improvements. Since the City has a \$70,000 sidewalk infill project in LMI areas contracted currently and with its FFY20 Annual Action Plan plans another \$160,000 toward this, park playground improvements is our next priority. This is especially important during the pandemic, as emphasis on outdoor interactions (versus indoor) and social distancing are key actions. HUD allows the use of CDBG funds for public facilities and improvements (24 CFR 570.201(c)). This includes improvements to parks and playgrounds. Such facilities are integral to the quality of life for community residents and open to the general public.
2. **National Objective (if LMI, discuss how you will determine LMI)** Two parks under consideration are shown on the attached map. Within Gateway Park's service area, 8 block groups with an LMI over 51% are served. This is also within the elementary school boundary that has the highest percentage of free/reduced lunches: North Cedar Elementary. Seerley Park's service area serves 4 block groups with an LMI over 51%. Both of these parks are in LMI target areas.

Park	Type	Size	Service Area
Gateway	Community	13.2	1-2 miles
Seerley	Neighborhood	2.5	.25-.5-miles

3. Funds allocated to the Program: \$281,182
4. **Description of the program:** We have playgrounds that need improvements to their play surface and additional equipment to better serve the children in our community, especially to allow those with disabilities to use our playgrounds. These improvements would be in parks specifically benefitting individuals and families within LMI target areas. Children of all ages and abilities should be able to play in our parks. The City proposes to remove woodchip surfaces in two playgrounds, replacing it with rubber mats. This has been met with much success in the elementary school playgrounds. We also propose to add at least two play structures that can be used by kids with disabilities, in each park. Cedar Falls recently opened an inclusive park and it has been wildly popular. It attracts kids and families from all over the community. We would repeat popular elements of that playground, with this proposal to expand into other parks with inclusive play structures. A solid play surface under the expanded playground area would be installed. If any additional sidewalk connection is needed from parking lot or existing playground, to the expanded area, that would be part of this project. The cost for equipment, materials, and time to construct/install would be part of this program. Activity delivery time includes preparing plans for bidding, following federal requirements in bidding and construction, and processing payments. If the program is approved, the City would create detailed plans and cost estimates for the projects, within the funding available. After that, the project would be bid for work to occur in 2021.
5. **Describe the criteria that will be used to select applications and the relative importance of these criteria:** This project proposes improvements to City facilities open to the public, with a focus in Low to-Moderate Income areas. It would be publicly bid to select equipment, materials, and a contractor to complete the work.
6. **Describe threshold factors and anticipated award amounts:** The amount available for parks projects has been based on remaining CDBG-CV funds after first supporting the full requests of area service agencies. The remainder is then proposed toward park projects aimed at improving parks that are in LMI areas and serve several LMI block groups. The enhancements will allow kids of all physical and mental abilities to play on the playground, supporting getting outdoors and supporting physical and emotional wellbeing during the pandemic.

- 7. Estimate on the number of families assisted: Gateway and Seerley Parks will be improved. Within Gateway Park’s service area (2 miles), 8 block groups with an LMI over 51% are served. We estimate 9,185 households. Seerley Park’s service area (1/2 mile) includes 1,649 households and serves 4 block groups with an LMI over 51%. Both of these parks are in LMI target areas.

- 8. Describe how the planned activity targets public health, coronavirus, and housing and economic disruption needs directly: Humans need both interaction and physical activity. A park is the perfect place for kids and families to meet this need. Therefore this project is a direct way to provide for such needs, in a way that responds to the coronavirus, while encouraging outdoor interaction and physical distancing. Therefore, it can also be a way to prevent spread. Parks serve nearby neighborhoods. They can be used whether sheltering in place or simply trying to reduce or distance interactions since they are in a larger outdoor space. Families are looking for outdoor recreation where a picnic lunch, afternoon laying under a tree, or kids playing on the playground can occur. In addition, parks are free and available from sunrise to sunset. Families of any income may use any of the parks. Families that are unemployed may be more likely to use parks as a way to provide activities for their kids that do not cost anything. The City’s parks directly respond to economic disruption by providing opportunities for all.

- 9. Describe how this program will help you expend 80% of your funding by 7/20/2023: The project(s) would be bid in Spring 2021, for completion no later than November 2021. This program request by Cedar Falls is \$281,182 (76% of the overall funds).

- 10. Please list dates and percentages to reach 80% by 7/20/2023:

Date	Amount of Funds	Percentage of Funds
7/20/2021	\$70,295.50	25%
7/20/2022	\$210,886.50	100%



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: September 14, 2020
SUBJECT: Owen 5, LLC (K Cunningham Construction) - Industrial Partial Property Tax Exemption
 1325 Rail Way in Northern Cedar Falls Industrial Park

On June 3, 2019, City Council approved a Development Agreement with Owen 5, LLC for a new 10,000 sf. industrial use shop and office facility located within the Northern Cedar Falls Industrial Park. Work on the \$1,200,000 new building at 1325 Rail Way began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

1. Transfer of Lot 16, Northern Viking Road Industrial Park Phase I Addition to Owen 5, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in June 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,200,000 valuation of the Owen 5, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$35,785 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$26,839	\$8,946
Year 2	60%	\$21,471	\$14,314
Year 3	45%	\$16,103	\$19,682
Year 4	30%	\$10,735	\$25,049
Year 5	15%	<u>\$5,368</u>	<u>\$30,417</u>
		\$80,516	\$98,408

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 10,000 square foot industrial use warehouse and office facility constructed on property owned by Owen 5, LLC, located at 1325 Rail Way, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Joe Owen, Owen 5, LLC



Owen 5, LLC
10,000 square foot
Shop/Office

Item 3.

Hwy 218

Northern Dr

Rail Way

ECI Coop

Project Location

Leversee Rd



Standard Distribution

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 10,000 SQUARE FOOT INDUSTRIAL USE SHOP/OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY OWEN 5, LLC, LOCATED AT 1325 RAIL WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Owen 5, LLC, will complete and own an approximate 10,000 square foot industrial use shop/office facility by December 31, 2020, to be constructed on property owned by Owen 5, LLC, located at 1325 Rail Way Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21st day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 10,000 square foot industrial use

shop/office facility to be constructed by Owen 5, LLC, on property owned by Owen 5, LLC, located at 1325 Rail Way, Cedar Falls, Iowa, legally described as:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: September 21, 2019

1ST CONSIDERATION: September 21, 2019

2ND CONSIDERATION: _____

3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green
Mayor

ATTEST:

Jacqueline Danielsen, MMC, City
Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: September 14, 2020
SUBJECT: Tjaden Properties, LLC (Air King Filtration) - Industrial Partial Property Tax Exemption
 2800 Technology Parkway in Cedar Falls Industrial Park

On July 1, 2019, City Council approved a Development Agreement with Tjaden Properties, LLC for a new 19,050 sf. industrial use warehouse and office facility located within the Cedar Falls Industrial Park. Work on the \$1,300,000 new building at 2800 Technology Parkway began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

1. Transfer of Parcel "A" of West Viking Road Industrial Park Phase IV to Tjaden Properties, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in July 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,300,000 valuation of the Tjaden Properties, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$38,767 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$29,075	\$9,692
Year 2	60%	\$23,260	\$15,507
Year 3	45%	\$17,445	\$21,322
Year 4	30%	\$11,630	\$27,137
Year 5	15%	<u>\$5,815</u>	<u>\$32,952</u>
		\$87,226	\$106,609

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 19,050 square foot industrial use warehouse and office facility constructed on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Brett Tjaden, Tjaden Properties, LLC



Tjaden Properties, LLC
20,000 square foot
Warehouse/Office

Item 4.

Bossard

**Ashley Furniture
Distribution Center**

Capital Way

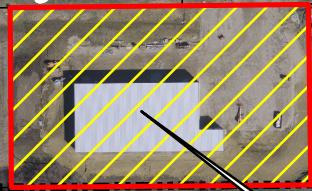
Zuidberg NA

**Buckeye
Corrugated, Inc.**

Production Dr

Technology Pl

Technology Pkwy



Project Location

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 19,000 SQUARE FOOT INDUSTRIAL USE MANUFACTURING/SHOP FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY TJADEN PROPERTIES, LLC, LOCATED AT 2800 TECHNOLOGY PARKWAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Tjaden Properties, LLC, will complete and own an approximate 19,000 square foot industrial use manufacturing/shop facility by December 31, 2020, to be constructed on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21st day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to

real estate by new construction of an approximate 19,000 square foot industrial use manufacturing/shop facility to be constructed by Tjaden Properties, LLC, on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway, Cedar Falls, Iowa, legally described as:

Parcel “A” of “Replat of Lot 16 and Tract “B”, West Viking Road Industrial Park Phase IV” in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: _____ September 21, 2019 _____

1ST CONSIDERATION: _____ September 21, 2019 _____

2ND CONSIDERATION: _____

3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green
Mayor

ATTEST:

Jacqueline Danielsen, MMC, City
Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: September 14, 2020
SUBJECT: Zuidberg NA, LLC - Industrial Partial Property Tax Exemption
 2700 Capital Way in Cedar Falls Industrial Park

On April 15, 2019, City Council approved a Development Agreement with Zuidberg NA, LLC for a new 30,000 sf. industrial use warehouse and office facility located within the Cedar Falls Industrial Park. Work on the \$2,750,000 new building at 2700 Capital Way began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

1. Transfer of Lots 21 and 22 of West Viking Road Industrial Park Phase IV to Zuidberg NA, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in May 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$2,750,000 valuation of the Zuidberg NA, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$82,007 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$61,505	\$20,502
Year 2	60%	\$49,204	\$32,803
Year 3	45%	\$36,903	\$45,104
Year 4	30%	\$24,602	\$57,405
Year 5	15%	<u>\$12,301</u>	<u>\$69,706</u>
		\$184,516	\$225,509

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 30,000 square foot industrial use warehouse and office facility constructed on property owned by Zuidberg NA, LLC, located at 2700 Capital Way, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Ryan Holden, President, Zuidberg NA, LLC



Zuidberg NA, LLC
30,000 square foot
Warehouse/Office

Item 5.

Venture Way

Target Regional
Distribution Center

Bossard

Ashley Furniture
Distribution Center

Project Location

Capital Way

Buckeye
Corrugated, Inc.

Production Dr

Technology Pl

Technology Pkwy

Air King Filtration

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 30,000 SQUARE FOOT INDUSTRIAL USE WAREHOUSE AND OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY ZUIDBERZG NA, LLC, LOCATED AT 2700 CAPITAL WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Zuidberg NA, LLC, will complete and own an approximate 30,000 square foot industrial use warehouse and office facility by December 31, 2020, to be constructed on property owned by Zuidberg NA, LLC, located at 2700 Capital Way Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21st day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to

real estate by new construction of an approximate 30,000 square foot industrial use warehouse and office facility to be constructed by Zuidberg NA, LLC, on property owned by Zuidberg NA, LLC, located at 2700 Capital Way, Cedar Falls, Iowa, legally described as:

Lot 21 and 22, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.54 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: September 21, 2019

1ST CONSIDERATION: September 21, 2019

2ND CONSIDERATION: _____

3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green
Mayor

ATTEST:

Jacqueline Danielsen, MMC, City
Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: September 15, 2020
SUBJECT: Panther Builders, LLC – Agreement for Private Development

Introduction

On August 7, 2017, City Council approved a site plan for a new 3,500 square foot office building for Panther Builders, LLC at 616 Clay Street, within the Downtown Urban Renewal Area. The site was previously vacant, as no building was located on the property. The building was completed in 2019, with a 100% assessed valuation as of 01/01/2020 of \$501,320. Typically, a developer will submit to the city a written request for financial assistance in conjunction with a site plan, if it is eligible for such assistance. In this case, the developer did not submit a request to city staff for financial assistance, so no agreement was ever entered into. It was not until recently, when a similar project for a new building in the downtown area (Community Bank and Trust) was approved by City Council that the developer reached out to city staff to discuss if his project was eligible for assistance under the Downtown Urban Renewal Area. Staff indicated that it was, and the developer has since formally submitted a request for financial assistance under the Downtown Urban Renewal Area, and staff has been working with the developer over the past several months on drafting the agreement.

Financial Assistance Request

This project is eligible under the Downtown Urban Renewal Plan for consideration of certain incentives that promote the development or redevelopment of existing buildings and properties. The typical incentive offered for downtown projects such as this is a rebate of 100% of the tax increments on the increased value of the property after the improvements are complete, with a minimum increase in value of \$200,000.

A copy of the Agreement for Private Development with Panther Builders, LLC is attached for your review. The project includes the construction of a 3,500 square foot office building, which has a fully assessed value as of 01/01/2020 of \$501,320. The Economic Development Grants shall commence on June 1, 2022 and end on June 1, 2026 based on the value added to the property. The following schedule would be applicable:

June 1, 2022 100% of Tax Increments for Fiscal Year 20-21
June 1, 2023 100% of Tax Increments for Fiscal Year 21-22
June 1, 2024 100% of Tax Increments for Fiscal Year 22-23
June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
June 1, 2026 100% of Tax Increments for Fiscal Year 24-25

The maximum amount of tax rebates provided to the developer shall not exceed \$70,000. This is based on using a maximum of \$501,320 tax increment increase in the valuation of the minimum improvements to the building.

Recommendation

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

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

Approval of this project is consistent with Organizational Goal 6: Create an environment conducive to economic development. This is further identified on Page 23 of City Council Goals under Supporting Policies:

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

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

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



Panther Builders, LLC
616 Clay Street
New Office Building

Item 6.



Project Location

Clay St

Washington St

W 5th St

W 6th St

W 7th St

W 8th St

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF CEDAR FALLS, IOWA

AND

PANTHER BUILDERS, LLC

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2020, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (hereinafter called "Urban Renewal Act"), and Panther Builders, LLC, an Iowa limited liability company, having offices for the transaction of business at 616 Clay Street, Cedar Falls, Iowa 50613 (hereinafter known as "Developer").

WITNESSETH:

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

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

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

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the construction of the Minimum Improvements on the Development Property will alleviate the blighted condition of the neighborhood and will benefit the City economically through increased property tax generation of the Minimum Improvements, and will otherwise provide economic growth; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital

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and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as Downtown Development Urban Renewal Area.

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

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

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

Commencement Date means the date of this Agreement.

Downtown Development Area Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Developer means Panther Builders, LLC, collectively, and its successors and assigns.

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Development Property means that portion of the Downtown Development Area Urban Renewal Area of the City described in Exhibit A and locally known as 616 Clay Street.

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

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

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

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

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

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

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

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Downtown Development Area Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

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Panther Builders, LLC, 616 Clay Street TIF Account means a separate account within the Downtown Development Area Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements on the Development Property.

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

State means the State of Iowa.

Tax Increments means the property tax increment revenues made available to the City for deposit in the Downtown Development Area Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

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

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

Urban Renewal Area means the area included within the boundaries of the Downtown Development Area Urban Renewal Area, as amended.

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

c. The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.

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

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

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

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

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

questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

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

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

g. The construction of the Minimum Improvements requires a total investment of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00).

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

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

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

k. Developer states that the Minimum Improvements are substantially completed and a certificate of occupancy was obtained by the 12th day of July, 2019. The Minimum Improvements were fully assessed as of January 1, 2020.

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

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer has caused Construction Plans to be provided for the Minimum Improvements and the City has approved of the Construction Plans. Construction of the Minimum Improvements has been completed and Developer states that such construction required a total investment of less than Five Hundred Thousand and no/100 Dollars (\$500,000.00).

Section 3.2. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of the satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

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

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

b. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the

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

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

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

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

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

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

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applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

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

Section 6.4. Non-Discrimination. In carrying out the operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall ensure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

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

Section 6.6 Employment. Developer agrees that the Minimum Improvements will create usable commercial space on the Development Property. Developer shall use its best efforts to ensure that at least 2 Full-Time Equivalent Employment Units will be employed at the Minimum Improvements by October 1, 2020 and retained until at least the Termination Date of this Agreement.

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

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October 15 of each year, commencing October 15, 2020 and ending on October 15, 2024, both dates inclusive. Developer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

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

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

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

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will

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

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property.

During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT

Section 8.1. Economic Development Grant. For and in consideration of the obligations being assumed by Developer hereunder, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the terms and conditions of this Article and to subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Sixty Eight Thousand One Hundred Dollars (\$68,100) under the following terms and conditions.

Assuming debt certification to the Auditor by the City prior to December 1, 2020, the Economic Development Grants shall commence on June 1, 2022, and end on June 1, 2026, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2022 100% of Tax Increments for Fiscal Year 20-21
- June 1, 2023 100% of Tax Increments for Fiscal Year 21-22
- June 1, 2024 100% of Tax Increments for Fiscal Year 22-23

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June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
 June 1, 2026 100% of Tax Increments for Fiscal Year 24-25

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the Panther Builders, LLC, 616 Clay Street TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2020. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2020, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increment to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than October 15 after the January 1 when the Minimum Improvements are first fully assessed.

Section 8.2 Conditions. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) an increase in assessed value of at least 50% resulting from construction of the Minimum Improvements; and
- (b) a total investment of at least \$500,000, substantiated by documented receipts and invoices provided to the City as part of Developer's Annual Certifications;
- (c) compliance with the terms of this Agreement and the obligations imposed under the State Agreement;
- (d) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

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Section 8.3. Grant Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by December 2019 and first full assessment on January 1, 2020 if Developer and the City each so certify in October 2020, the first Economic Development Grants would be paid to Developer on June 1, 2022 (for 100% of the Tax Increment for fiscal year 2020-2021)). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for an Economic Development Grant.

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

Section 8.4. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed a total aggregate amount of \$68,100. Economic Development Grants shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article VIII. Thereafter the taxes levied on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

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

Section 8.5. Limitations. In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

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

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Panther Builders, LLC, 616 Clay Street TIF Account of the Downtown Development Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements and allocated to the Panther Builders, LLC, 616 Clay Street TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

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

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

d. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the Panther Builders, LLC, 616 Clay Street TIF Account (regardless of the amounts thereof) to the payment of the corresponding Economic Development Grants to Developer as and to the extent described in this Article.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the Downtown Development Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.8. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

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

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

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

at or about or resulting from any defect in the Minimum Improvements or Development Property.

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

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

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

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

ARTICLE X. REMEDIES

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

a. Failure by Developer to cause the Minimum Improvements operations to continue pursuant to the terms and conditions of this Agreement;

b. Failure by Developer to comply with any provision of this Agreement or the State Agreement;

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c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;

e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

f. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;

g. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

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

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

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or
- e. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.
- f. At the option of the City, Developer's right of possession of the Development Property shall terminate, and the City shall be entitled to possession of the Premises. The City may proceed to recover possession by process of law. In the event of such re-entry by process of law, Developer nevertheless agrees to remain answerable for any and all damages the City may sustain by such recovery, whether or not the City relets the Premises. In the event of re-entry, the City shall have full power that is hereby acceded to by Developer, to relet the Premises for and on behalf of and at the expense of Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every

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other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payment due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

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

- a. In the case of Developer, is addressed or delivered personally to Panther Builders, LLC, 616 Clay Street, Cedar Falls, Iowa 50613, Attn: Brent Dahlstrom, Member;
- b. In the case of the City, is addressed to or delivered personally to the City at 220 Clay Street, Cedar Falls, IA 50613, Attn: Jennifer Rodenbeck, Director of Finance and Business Operations;

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

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

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

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

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

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

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2026, unless terminated earlier under the provisions of this Agreement.

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

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

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

[Signatures start on the next page]

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this ____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Execution Version

DEVELOPER:

Panther Builders, LLC

By: _____
Brent Dahlstrom, Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Brent Dahlstrom, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Panther Builders, LLC, and that said instrument was signed on behalf of said company; and that the said Brent Dahlstrom as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

AUDITORS PLAT NO 19 CF LOTS 9 AND 10

Locally known as 616 Clay Street, Cedar Falls, Iowa

Parcel # 8914-12-337-014 (Black Hawk County)

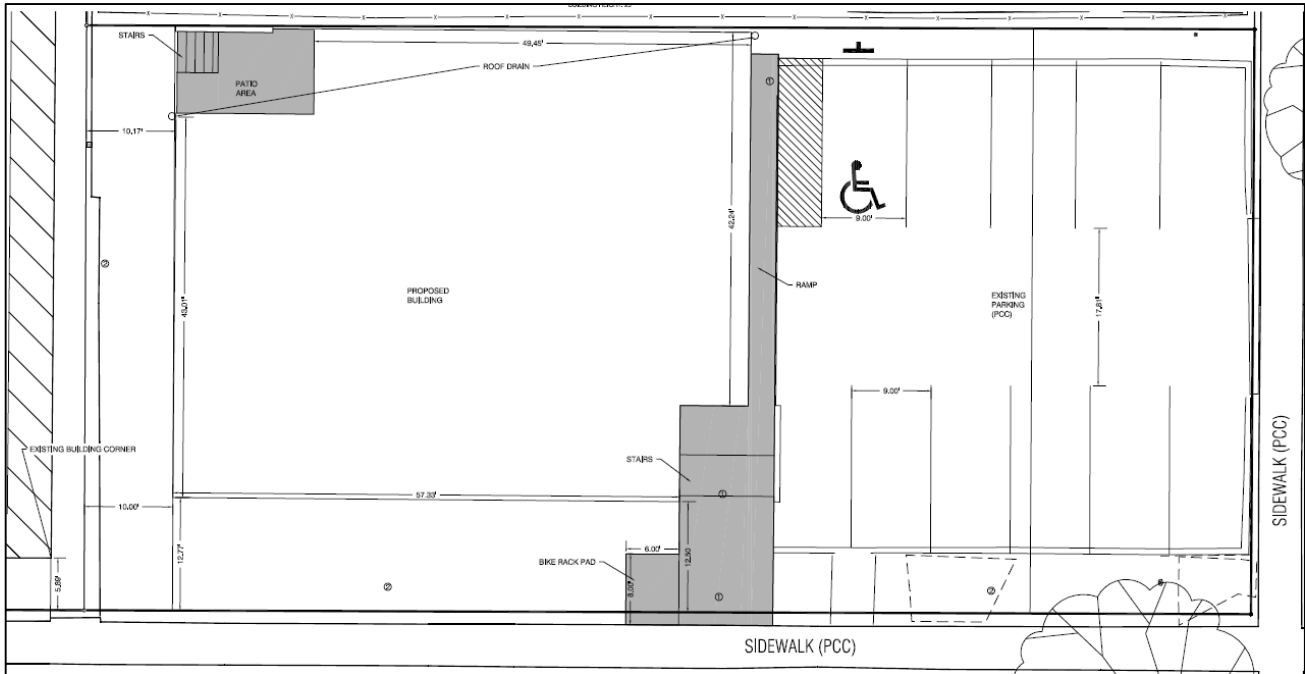
EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of an approximate 3,500 square foot commercial building. This will allow for increased commercial business and the creation and retention of jobs. The construction of the Minimum Improvements is expected to be completed in 2019. Construction costs are expected to be approximately \$500,000.



**616 Clay Street
Proposed Building Rendering**



**616 Clay Street
Proposed Site Plan**

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Falls, Iowa (the "City") and Panther Builders, LLC, an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

AUDITORS PLAT NO 19 CF LOTS 9 AND 10

Locally known as 616 Clay Street, Cedar Falls, Iowa

(the "Development Property"); and

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

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

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Cedar Falls, Iowa (the "City"), and Panther Builders, LLC, an Iowa Limited Liability Company, ("Developer"), did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Downtown Development Area Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Downtown Development Urban Renewal Plan/Area.

The Development Property is described as follows:

AUDITORS PLAT NO 19 CF LOTS 9 AND 10

Locally known as 616 Clay Street, Cedar Falls, Iowa

Parcel # 8914-12-337-004 (Black Hawk County)

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2020 and terminates on December 31, 2026, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2020.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

DEVELOPER:

Panther Builders, LLC

By: _____
Brent Dahlstrom, Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Brent Dahlstrom, to me personally known, who, being by me duly sworn, did say that she is the Authorized Representative of Panther Builders, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Brent Dahlstrom as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

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

The Developer certifies the following:

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

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

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

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

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

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

Signed this _____ day of _____, 20__.

PANTHER BUILDERS, LLC,

By: _____
Brent Dahlstrom

ATTEST:

By: _____

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared Brent Dahlstrom, to me personally known, who, being by me duly sworn, did say that he is the Authorized Representative of Panther Builders, LLC, and that said instrument was signed on behalf of said company; and that the said Brent Dahlstrom here as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

Notary Public in and for the State of Iowa

Attachments: (a) Proof of payment of taxes

Execution Version

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN AGREEMENT FOR PRIVATE
DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR
FALLS AND PANTHER BUILDERS, LLC

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, and by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

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

WHEREAS, the City has received a proposal from Panther Builders, LLC (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximate 3,500 square foot commercial, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$68,100, or the amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

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

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

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

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

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

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

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

PASSED AND APPROVED this 21st day of September, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2020.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria, Planner I
DATE: August 13, 2020
SUBJECT: Rezoning Request Cedar Falls High School (RZ20-005)
Land Use Map Amendment (LU20-002)

REQUEST: Amend Future Land Use Map to reflect public use of the property.
Rezone property from A-1, Agricultural District to P, Public Zoning District.

PETITIONER: Cedar Falls Community School District / Brian Sanderman, INVISION Architects

LOCATION: North of W. 27th Street and west of PE Center Drive

PROPOSAL

The Cedar Falls Community School District has requested to rezone 20 acres (871,200SF) of property from the A-1, Agricultural District, to the P, Public Zoning District. This property is located north of W. 27th Street and west of PE Center Drive.

BACKGROUND

Cedar Falls Community School District (CFCSD) owns the subject property. This parcel was purchased by CFCSD last year from the adjacent property owner to the west in order to provide additional area for the new high school campus.

CFCSD also owns the abutting property at 2701 W 27th Street to the east of the subject property which is approximately 50 acres (2,178,000SF). The property west of the subject property is currently being rezoned to allow development of West Fork Crossing, a large planned residential area. The area to the east is owned by the University of Northern Iowa. The 50-acre parcel to the east of the subject property was purchased from UNI, so is already zoned Public.

If the petitioner’s request to rezone the property to P zone is approved, the intent is to combine the subject property with the lot to the east in order to accommodate a new Cedar Falls High

School campus on a total land area of about 70 acres. The applicant will be submitting a site plan for the new Cedar Falls High School facility at a later date.

ANALYSIS

Existing and Proposed Zoning

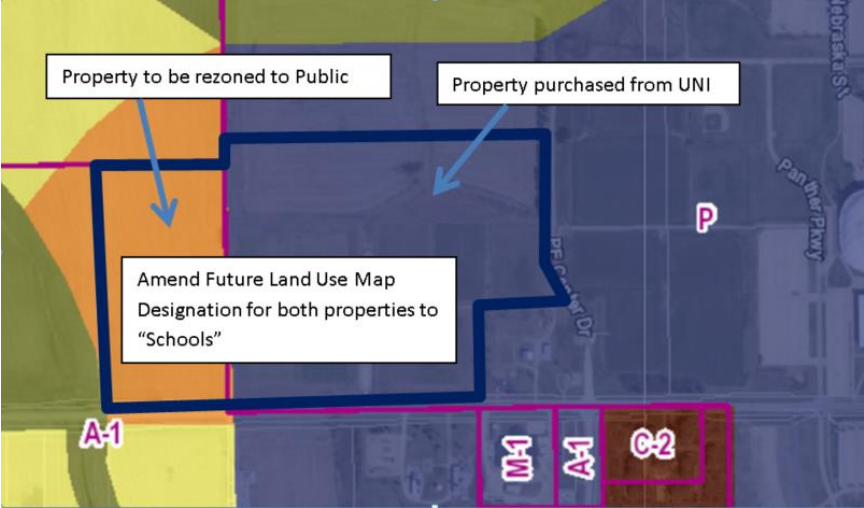
The request is to rezone 20 acres of land north of W 27th Street and west of PE Center Drive from A-1, Agricultural District to P, Public Zoning District. The purpose of A-1 Agricultural District is to act as a "holding zone" in areas of the city that are undeveloped and not served by essential municipal services (i.e., sanitary sewer, water, roadways) but where future growth and development is anticipated according to the Comprehensive Plan.

The Public Zoning District Zone designation is reserved exclusively for structures and uses of land owned by the federal government, the state, the county, the city and the Cedar Falls Community School District. Although such publicly owned property is generally exempt from zoning regulations and requirements, it is expected that such governmental authorities will cooperate with the City to encourage structures and uses of public land which will be compatible with the general character of the area in which the public property is located.

The rezoning is a necessary first step to allow development of the new high school. The request aligns with the intent to develop the land for public purposes.

Compliance with the Comprehensive Plan and Future Land Use Map

The Future Land Use Map in the City’s Comprehensive Plan indicates that this property is designated for Medium Density Residential use. With the purchase of the property by the school district, the Future Land Use Map will need to be amended for both the property purchased from UNI, which is currently designated as “University,” and the property that is the subject of this rezoning. Staff recommends amending the map to reflect the “School” designation for both properties. See excerpt from the Future Land Use Map below with properties labeled.



Future Land use Map (Legend)

- University-
- Low Density Residential -
- Medium Density Residential-

Access to Public Services

The property is located in a developed area of the city and will have access to utilities. The City will be re-constructing W. 27th Street to facilitate development of the new school. With that project a sewer main will be extended from the south to serve the new school and the West Fork Crossing development.

Access to Adequate Street Network

A traffic study has been conducted to assess the traffic circulation needs for the school, with two driveway access points anticipated along W. 27th Street, one from PE Center Drive and a local neighborhood street connection on the west side of the property. The subject property will have adequate street connections in order to regulate the traffic flow and accessibility to the site.

PUBLIC NOTICE

Notice of the rezoning proposal was mailed to the adjoining property owners with the potential date of public hearing and public hearing notice was also published in Waterloo Cedar Falls Courier on 16th July, 2020.

STAFF RECOMMENDATION

Planning and Zoning Commission recommended approval of rezoning of the subject property from A-1, Agricultural District to P, Public District and an amendment to the Future Land Use Map changing the designation of the entire high school site from “Medium Density Residential” and “University” to “Schools” at their regular meeting on July 22, 2020 with a vote of 6 ayes and 0 nays. The Community Development Department also recommends approval of the proposed Rezoning and Future Land Use Amendment.

PLANNING & ZONING COMMISSION

Introduction 7/8/2020 Chair Holst introduced the item and Mr. Atodaria provided background information. He explained that the Cedar Falls Community School District is requesting a rezoning for property north of W. 27th Street and west of PE Center Drive from A-1, Agricultural, to P, Public. The school district intends to use the land for construction of a new high school. He noted that the Future Land Use Map will also need amending to acknowledge the public ownership and use of the property by the public school district. The proposed land use map amendment would change the designations on the map from “Medium Density Residential” and “University” to “Schools.” Staff recommends setting a date of public hearing for July 22 to discuss the proposed rezoning and amendment to the future land use map. Andy Pattee, superintendent of Cedar Falls Schools, stated that he is available for any questions and thanked the Commission for their work.

Mr. Schrad asked if notification letters will be sent out before the next meeting. Mr. Atodaria stated that notices have been sent out and notification will also be posted in the newspaper. The matter will be continued at the next meeting.

Discussion & Vote 7/22/2020 Chair Holst introduced the item and Mr. Atodaria provided background information, explaining that Cedar Falls Community School District is proposing to rezone the property North of W 27th Street and West of PE Center drive from A1, Agriculture District to P, Public Zoning District for the proposed new Cedar Falls

High School campus. The Future Land Use map will also have to be amended from “Medium Density Residential” and “University” to “Schools”. Mr. Atodaria explained that improvements are planned along W.27th Street and to extend the sewer from the south so there will be access to public services, as well as adequate street access to the property. Staff recommends approval of the rezoning and future land use map amendment.

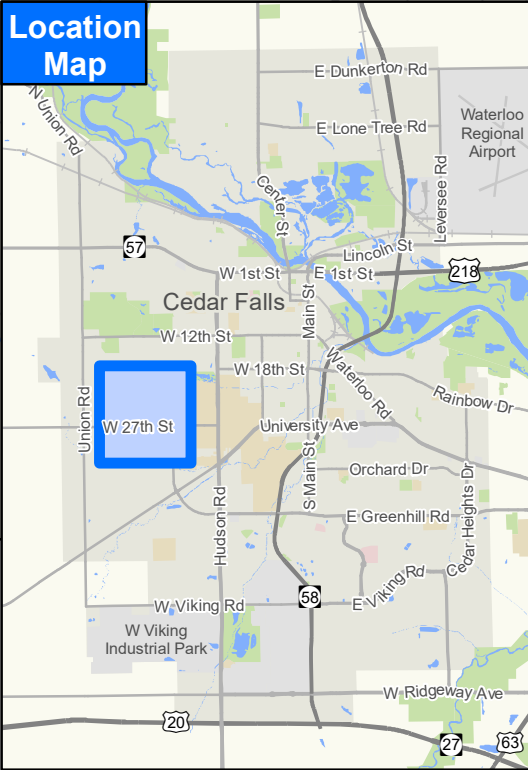
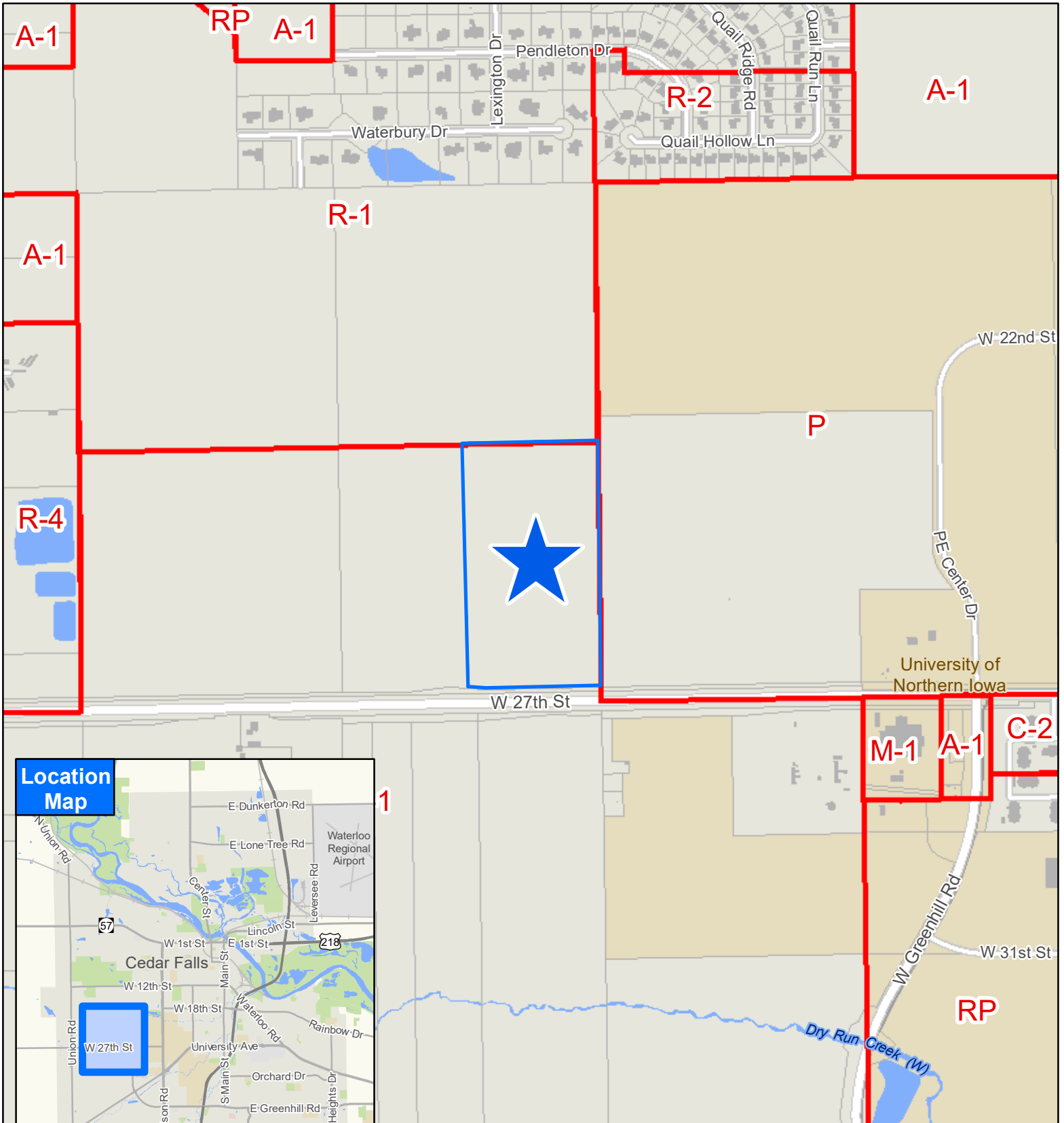
Mr. Prideaux made a motion to approve the land use map amendment. Ms. Adkins seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux and Schrad), and 0 nays.

Mr. Hartley made a motion to approve the rezoning. Ms. Prideaux seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Holst, Lynch, Prideaux and Schrad), and 0 nays.

Attachments: Location Map
Rezoning Plat

Cedar Falls City Council August 3, 2020

Item 7.



Cedar Falls High School A-1 to P

501 Sycamore
Suite 101
Waterloo, IA 50703
PO Box 1800
Waterloo, IA 50704-1800
319.233.8419
319.233.9772 Fax
www.invisionarch.com

CONSULTANT:
CONSTRUCTION MANAGER
STORY CONSTRUCTION

STRUCTURAL
RAKER RHODES
ENGINEERING
MEP
MODUS

CIVIL ENGINEERING AND
LANDSCAPE ARCHITECTURE
AECOM
RITLAND-KUIPER

REVISIONS:

Description	Date	No.

OWNER SIGN-OFF:

DATE	NAME

**OWNERS LISTING FOR
REZONING REQUEST
"A-1" TO "P"**
JUNE 2020

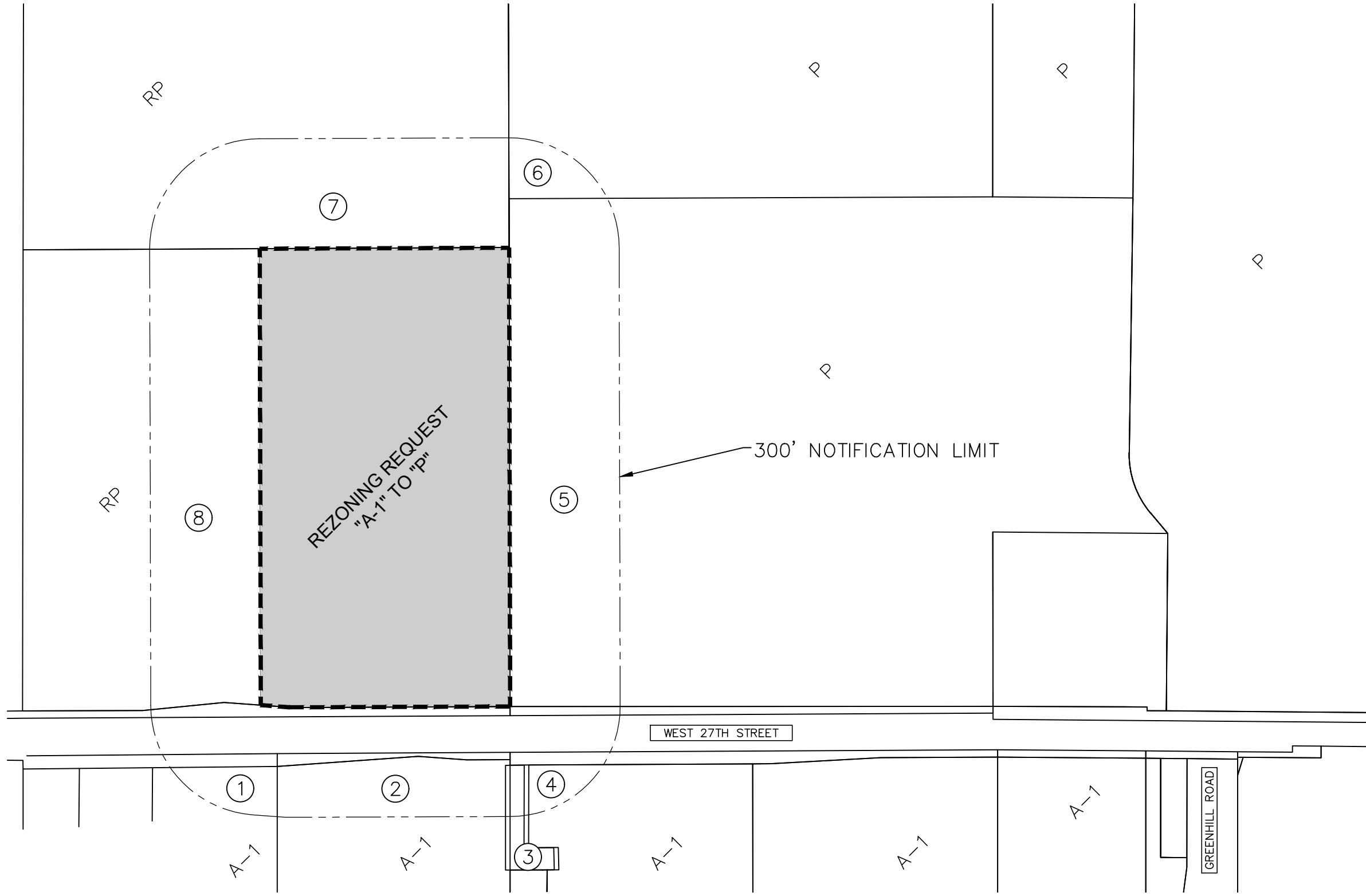
DESCRIPTION:

DOCUMENT #2020-7423

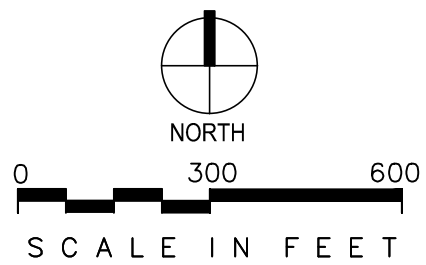
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼) OF SECTION 15, T-89-N, R-24-W OF THE 5TH PM., BLACK HAWK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼) OF SAID SECTION 15; THENCE ALONG SAID EAST LINE, NORTH 00°08'50" WEST FOR A DISTANCE OF 75.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 27TH STREET, THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 00°08'50" WEST FOR A DISTANCE OF 1251.33 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW ¼ SE ¼); THENCE ALONG SAID NORTH LINE, SOUTH 89°45'30" WEST FOR A DISTANCE OF 680.00 FEET; THENCE SOUTH 00°08'50" EAST FOR A DISTANCE OF 1244.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 85°35'04" EAST FOR A DISTANCE OF 77.49 FEET; THENCE NORTH 89°46'48" EAST A DISTANCE OF 602.75 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 19.53 ACRES AND IS SUBJECT TO ALL EASEMENTS OF RECORD.



PROPERTY NUMBER	DEED HOLDER 1	DEED HOLDER 2	ADDRESS	CITY	STATE	ZIP CODE
1	DONALD J RASMUSSEN	JACK P RASMUSSEN TRUST	1204 WASHINGTON ST	CEDAR FALLS	IA	50613
2	RASMUSSEN CO		9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
3	CITY OF CEDAR FALLS CEDAR FALLS UTILITIES		1 UTILITY PW	CEDAR FALLS	IA	50613
4	STATE OF IOWA	UNIVERSITY OF NORTHERN IOWA	1227 W 27TH ST	CEDAR FALLS	IA	50613
5	CEDAR FALLS COMMUNITY SCHOOL DISTRICT		1002 W 1ST STREET	CEDAR FALLS	IA	50613
6	STATE OF IOWA BOARD OF REGENTS		224 GILCHRIST HALL	CEDAR FALLS	IA	50613
7	WATERBURY PROPERTY INVESTORS LLC		604 CLAY STREET	CEDAR FALLS	IA	50613
8	MONEY PIT LLC		PO BOX 128	CEDAR FALLS	IA	50613



CEDAR FALLS COMMUNITY SCHOOL DISTRICT
CEDAR FALLS HIGH SCHOOL
W 27TH STREET, CEDAR FALLS, IA 50613

PROJECT NO:
19116
DATE:
2020-06-05
SHEET SET:
PLANNING & ZONING

SHEET NAME:
REZONING PLAT

Prepared by: Jaydevsinh Atodaria (JD), Planner I, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 2969

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

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the proposed use of Cedar Falls New High School Project which is identified as “Public” use for the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in P Public Zoning District, as follows:

Legal description for land to be rezoned from A-1 to P:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 15, Township 89 North, Range 24 West of the 5th P.M., Black Hawk County, Iowa and more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 15, thence along said East line, North 00°8’50” West for a distance of 75 feet to the Northerly right-of-way line of 27th street, the point of beginning, thence continuing along said East line, North 00°8’50” West for a distance of 1251.33 feet to the North line of said Southwest Quarter of the Southeast Quarter, thence along said North line, South 89°45’30” West for a distance of 680 feet, thence South 00°8’50” East for a distance of 1244.81 feet to the northerly right-of-way line of 27th Street, thence along said right of way line, South 85°35’04” East for a distance of 77.49 feet, thence North 89°46’48” East a distance of 602.75 feet to the point of beginning. Tract contains 19.53 acres and is subject to all easements of record.

And

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

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

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

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

Section 1. That the following described real estate:

Legal description for land to be rezoned from A-1 to P:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 15, Township 89 North, Range 24 West of the 5th P.M., Black Hawk County, Iowa and more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 15, thence along said East line, North 00°8'50" West for a distance of 75 feet to the Northerly right-of-way line of 27th street, the point of beginning, thence continuing along said East line, North 00°8'50" West for a distance of 1251.33 feet to the North line of said Southwest Quarter of the Southeast Quarter, thence along said North line, South 89°45'30" West for a distance of 680 feet, thence South 00°8'50" East for a distance of 1244.81 feet to the northerly right-of-way line of 27th Street, thence along said right of way line, South 85°35'04" East for a distance of 77.49 feet, thence North 89°46'48" East a distance of 602.75 feet to the point of beginning. Tract contains 19.53 acres and is subject to all easements of record.

Be and the same is hereby removed from the A-1 Agricultural District and added to the P Public Zoning District.

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

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

INTRODUCED: _____ August 17, 2020

PASSED 1ST CONSIDERATION: _____ August 17, 2020

PASSED 2ND CONSIDERATION: _____ September 8, 2020

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Jon Fitch, PE, Principal Engineer

DATE: August 25, 2020

SUBJECT: Update to City Code Section 23-231 – Through Streets Designated

The intended street crossing at W 12th St and Walnut will be marked with a 4-way stop at the completion of the reconstruction project in early October to match the study and final design of this intersection. Walnut Street was lowered to help with sightlines from W 12th St.

The Engineering Division is proposing changes to City Code Section 23-231 – Through Streets Designated so the code matches what has been designed and constructed. Please see the attached changes for City Code Section 23-231 – Through Streets Designated.

The Engineering Division recommends approval of the 4-way intersection at W 12th St and Walnut St.

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

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

Prepared By: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE MAINTAINING WALNUT STREET AS AN ARTERIAL THROUGH STREET FROM FIRST STREET TO THE END OF THE STREET SOUTH OF 29TH STREET, BUT ADDING AN EXCEPTION AT 12TH STREET TO THE EXCEPTIONS AT SIXTH STREET, 18TH STREET, SEERLEY BOULEVARD AND UNIVERSITY AVENUE BY STRIKING THE UNNUMBERED SUBSECTION ENTITLED WALNUT STREET AND CORRESPONDING DESIGNATION IN SECTION 23-231, THROUGH STREETS DESIGNATED, OF DIVISION 3, RIGHT-OF-WAY, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING A NEW UNNUMBERED SUBSECTION ENTITLED WALNUT STREET AND CORRESPONDING DESIGNATION IN LIEU THEREOF.

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

Section 1. The unnumbered Subsection entitled Walnut Street and corresponding designation, of Section 23-231, Through Streets Designated, of Division 3, Right-of-Way, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new unnumbered subsection entitled Walnut Street, and corresponding designation, are hereby enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion of Street Designated as Arterial Through Street</i>
Walnut Street	From First Street to the end of the street south of 29 th Street, except at Sixth Street, 12 th Street, 18 th Street, Seerley Boulevard and University Avenue.

INTRODUCED: _____ September 8, 2020

PASSED 1ST CONSIDERATION: _____ September 8, 2020

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



ROBERT M. GREEN

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

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Robert M. Green *Rosolosen*
DATE: September 17, 2020
SUBJECT: July 2020 Compost Facility Fire After-Action Review

1. Executive Summary. This memorandum provides a summary of the findings from the Compost Facility Fire After-Action Review held on August 18, 2020 from 8:30 to 10:30am at the Public Safety Building. While after-action reviews are typically held after significant events, this incident merited special scrutiny and documentation. City officials and staff who attended this review were directly engaged in the response. These participants were:

Rob Green	Mayor
Ron Gaines	City Administrator
Chase Schrage	Public Works Director
Jeff Olson	Public Safety Services Director
Craig Berte	Police Chief
John Bostwick	Fire Chief
Roger Stensland	Fire Battalion Chief
Brian Heath	Operations and Maintenance Division Mgr.
Timothy Smith	Blue Shift Public Safety Supervisor
Zach Ladage	Public Safety Officer

I compiled detailed notes from this review, compiled them into a narrative, and provided them to the City Administrator, the Director of Public Safety Services and the Director of Public Works for correction and clarification. After incorporating their feedback, I respectfully submit this report for your consideration.

2. Incident Description.

- a. *Discovery.* In the late afternoon of Monday, July 27, 2020 a fire was discovered in the brush pile at the Cedar Falls compost facility (not the compost pile). This pile was composed of tree branches and other yard waste collected from the July 9 wind storm.
- b. *Notification.* The initial call to the County Consolidated Dispatch Center (9-1-1) was received at 3:53pm, and was logged as #20-055791. The Fire Division’s Blue Shift responded and determined that the fire was too involved for immediate extinguishment.

Given the remote location and the minimal likelihood of threat to life or property, the Fire Chief determined that the fire should be allowed to burn itself out.

- c. *Public Communication.* At 5:39pm on the day of the fire, the City of Cedar Falls published a media advisory with the subject line “Cedar Falls Compost Facility Closed”, and text stating “The Cedar Falls Compost Facility is closed until further notice due to brush fire.” This was followed up on July 30 at 5:26pm with a media advisory stating that the facility would reopen with limited hours on July 31. At 5:06pm on August 3, a final media advisory was issued, noting that the facility would be back to full operation beginning August 4.
- d. *Incident Progression.*
 - (1) The compost facility fire continued to burn during the next several days. While much of the upper surface had been reduced to ash, the deep-seated fire retained enough fuel to emit a significant volume of white smoke. Due to unusual winds from the north, this smoke frequently drifted southward into Downtown Cedar Falls and adjacent residential areas. Smoke complaints from residents were received from as far as The Meadows, more than four miles away.
 - (2) During the week, Fire Division leadership remained in contact with the County Public Health Office in consideration of the potential adverse effects of the white smoke to public health. The guidance from the County Public Health to the Public Safety Department was for residents with respiratory concerns to remain indoors as much as possible for the duration.
 - (3) By Friday, July 31, the smoke volume had not decreased significantly. Fire Division personnel in a pumper, wearing full firefighter ensembles, worked to douse one collected pile of ash and fuel. After applying 750 gallons of water to the pile, the white smoke from this pile was observed to have diminished significantly. While the test dousing appeared to be successful, Public Safety leadership determined that the water and resource requirements for dousing the very large pile of ash and fuel would be impractical, and the fire should be allowed to burn itself out. Considerations also included that no danger to the public existed from the fire, and a concern that the effort could result in the generation of considerable additional smoke into the downtown and residential areas.
 - (4) On Friday afternoon, the Fire Chief e-mailed a detailed memo to the Mayor and City Council to brief the elected leaders on the situation. This was the first communication provided by Public Safety to the members of the City Council, aside from the brief press release on Monday afternoon.
 - (5) At 6pm on Friday, the Mayor directed the City Administrator to carry out fire suppression efforts over the weekend, rather than to allow the fires to continue to

smolder/burn themselves out. Factors for this decision were the significant public nuisance presented by the white smoke, and the forecast of calm weather on Saturday (and winds from the north from Sunday onward). Also, responder would be able to determine by early Saturday if the effort was having the desired effect, for continuing or ceasing efforts. Additionally, no rain was forecast for the next five days, making natural extinguishment highly unlikely.

- (6) During the workday of Friday, July 31, the Public Works Director contacted area contractors, and began working out arrangements for Benton's Sand and Gravel to rent the excavators and loaders needed to accelerate the planned fire suppression. These agreements were in place when the Mayor made the decision to go ahead with the Saturday response (Item #5 above),
- (7) Due to the nature of the fire and temperatures within the pile, only steel-track equipment could be used; rubber-tired vehicles risked tire damage due to melting. Though loaders and excavators typically are brought to the scene using flatbed trailers, a dirt path from Benton's Sand and Gravel to the adjacent compost facility allowed vehicles to travel without flatbed transport.
- (8) Response to fully extinguish the compost facility fire began on Saturday, August 1 at 8:30am. The Fire Division's Blue Shift again responded along with three additional public safety officers. Unlike the Friday evolution (Item #3 above), responding personnel did not wear firefighter ensembles. Instead, regular duty t-shirts, pants or shorts, and athletic footwear were worn. Public Safety Standard Operating Guidelines did not prescribe the use of firefighting ensembles for this type of outdoor incident, which was treated similar to a controlled burn. Factors in this decision were the health / overheating risks posed by unnecessarily wearing a full firefighting ensemble, and the lack of a condition of Immediate Danger to Life and Health (IDLH) on the fireground.
- (9) The fire response was greatly facilitated by the availability of a submersible pump from Benton's Sand and Gravel with a 6,000 gal/min draw capacity. By drafting creek water by hose from nearby Snag Creek into a collapsible water reservoir on scene, the pumper crew could maintain a constant flow of firefighting water onto the compost facility piles throughout the day. The crew also regularly doused the heavy equipment to reduce equipment surface temperatures. The presence of this submersible pump was instrumental for the accelerated fire suppression response.
- (10) The response effort concluded at 6:30pm on Saturday, August 1st, with all fires extinguished, ash cleared, and debris overhauled, and no emanation of white smoke. Public safety personnel returned several times the following week to inspect for re-flash fires, finding none.

- e. *Safety Considerations.* Aside from the white smoke, no other hazardous gases or particulates were present in this fire. As the fuel in the compost facility was entirely wood products, no hydrogen cyanide or other toxic chemical fumes were a threat. Additionally, the open-air outdoor environment minimized any potential risks from carbon monoxide. Saturday's lack of surface winds additionally facilitated the smoke's rise to several hundred feet before dispersal by prevailing winds higher in the atmosphere.
- f. *Incident Cause.* The cause of the fire remains undetermined; given the lack of physical evidence or witnesses, the actual cause may never be known. The fire was not a controlled burn by city staff; spontaneous combustion has also been determined to be highly unlikely due to the fire's start in the brush pile (branches and debris from the July 9 windstorm) rather than in the compost pile.

3. Lessons Learned / Insights:

- a. *Technical firefighting efforts.* Once given the order to extinguish the fire, efforts by the Cedar Falls Public Safety Department were carried out safely, effectively, and professionally. No changes are recommended for the overall extinguishing effort.
- b. *Use of Contractors.* Given that the city does not possess the heavy equipment needed for overhauling a compost facility fire, the City should continue to engage with Benton's Sand and Gravel for the rental of their equipment and operators. The rarity of this situation would make direct purchase of similar equipment (and associated training costs) an unwise use of taxpayer funds. Benton's Sand and Gravel is to be commended for their excellent support to the City and people of Cedar Falls.
- c. *Use of Dry Run Creek and Submersible Pump.* The availability of 'unlimited' firefighting water was considered in this review as a prime factor in the success of extinguishing efforts. The City has learned that, absent an emergency, the Iowa Department of Natural Resources (DNR) will require a permit for the drawing of creek water for firefighting efforts. City staff will seek to obtain this permit prior to taking similar action in the future.
- d. *Appropriateness of foam use.* The quantity of foam required to carry out this response would have been significantly greater than the available supplies on hand. Use of this resource would have also depleted the available supply, potentially hampering local fire response until replacement supplies arrived. For these reasons, foam was appropriately dismissed as an option.
- e. *Air quality considerations.* Given the compost facility's proximity to downtown businesses and residences, only a slight breeze from the north is necessary to greatly impact quality of life in these areas. While the wood smoke may not be toxic, or present long-term health risks (a traditional 'public danger'), the negative impact on a significant

number of Cedar Falls residents and downtown visitors makes quick extinguishment necessary. For this reason, in the event of a future compost facility fire, the city should seek to extinguish once the fire is shown unlikely to burn out within 24 hours.

- f. *Notification of public officials.* In public safety actions affecting a significant number of residents, Public Safety Department leadership will keep the Mayor and City Council members apprised of the overall situation, so that the elected officials can effectively respond to constituent concerns and requests for information. E-mails to the Mayor, and cc:ing citycouncil@cedarfalls.com will suffice. Operational considerations should always prevail, in instances where notification would delay or otherwise negatively impact the operational response.
- g. *Changes to Standard Operating Guidelines (SOGs).* As a result of this after action review, no changes were recommended to the city's SOG's for fire response.

XC: City Administrator
Director of Public Safety Services
Director of Public Works
City Clerk

###



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

Item 10.

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: September 17, 2020
SUBJECT: Nomination of Mr. Jordan Thomas Peterson as City Council Student Liaison
REF: (a) Cedar Falls City Council Resolution #20,502 Appointing a Student Liaison to the City Council for an Indefinite Term dated April 17, 2017

1. In accordance with the requirements of reference (a), I hereby nominate Mr. Jordan Thomas Peterson for appointment as the Student Liaison to the City Council for a term beginning upon council approval and ending April 30, 2021.
2. Typically, this appointment is made in April for a term beginning May 1; due to the significant challenges posed by the Coronavirus Pandemic, the Northern Iowa Student Government was delayed in recommending a student for appointment to the position.
3. I have interviewed Mr. Peterson to discuss the Council's expectations for the role of the Student Liaison; from this conversation I am satisfied that he meets the qualifications required by the City Council in reference (a).

xc: City Clerk
Northern Iowa Student Government

#

From: Morse, Andrew Quentin [mailto:amorse2@vols.utk.edu]
Sent: Thursday, September 10, 2020 9:57 PM
To: Rob Green
Subject: Resignation

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

Mayor Green,

I resign from my role as commissioner on the Cedar Falls Human Rights Commission effective immediately.

Sincerely,

Andrew Morse

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

September 8, 2020

The City Council held a special work session at City Hall via teleconference at 6:00 p.m. on September 8, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments. Amie Rivers from the *Waterloo Courier*, as well as members of the community teleconferenced in.

Mayor Green introduced the only item on the agenda, Role of Human Rights Commission. Director Jennifer Rodenbeck presented a PowerPoint on the Role of Human Rights Commission.

Director Rodenbeck explained that depending on the case we either keep it in house or send to the state for investigation (Iowa Civil Rights Commission). The benefits of sending investigations to the state are its cost effective, state doesn't charge, trained professionals, a better perspective and doesn't put the city in a conflict of interest situation.

Mayor Green opened it up for discussion. Mayor Green stated HRC (Human Rights Commission) members want to be in the investigation role, but want the city to give them training/certification. We need to discuss the pros and cons on having an investigatory role or having the HRC focus on education, outreach and advocacy. Councilmember Darrah asked what are some examples of outreach and what kind of further education. If we are not doing investigations, what are the tasks? Mayor Green stated the HRC has done a study with Cedar Falls businesses to put together a survey, but the survey has not moved forward. Mayor Green stated Waterloo's HRC posts activities/celebrations/videos on social media that are informative. Councilmember Miller asked the commissioners terms and what training is necessary. Director Rodenbeck stated it's difficult to find good/appropriate training, local training and it's challenging to retain that information if you're only doing one case per year. Also, the commissioner may leave the commission. Mayor Green stated HRC terms are 3 years. Councilmember Darrah asked why the survey didn't get completed. Mayor Green stated he didn't have a good answer for that. Councilmember Kruse suggested delegating this to people who are trained. Do we need to amend the ordinance? Attorney Rogers confirmed if council gives direction it would be appropriate to amend the ordinance. Commissioners are concerned they are not fulfilling their charge. Director Rodenbeck confirmed we want to amend the ordinance to what the HRC is actively doing. Mayor confirmed there are two different roles and it can be frustrating for commissioners. We want to make the ordinance clearer on what we expect from commissioners. Councilmember Darrah asked if we've sat down with commissioners to ask what value and outreach they see. Can they help us define these roles and what the purpose of the HRC is? Mayor Green stated we needed council's direction on what they want from the HRC. Do we want to proceed with a joint City Council Work Session or Committee of the Whole with the HRC? Councilmember Kruse asked if Iowa code

has a minimum on commissioners. Attorney Rogers stated the Iowa code is bare bones, but we will review as we build our ordinance. Councilmember Kruse commented that we should review other cities codes and he agrees with what staff has proposed. Councilmember deBuhr agrees with Councilmember Kruse, but why was this brought to our attention at this time. Mayor Green stated there have been complaints, commissioners want to know their roles, there's dissatisfaction on how things are being run and action needs to be taken before more problems arise. Councilmember Harding asked if we need 9 members, can we have less, and has the HRC worked with the school system? Director Rodenbeck stated we have great participation within the schools. Councilmember Harding agreed to send investigations to the state, give commissioner's guidance on education/outreach and review the number of members. Director Rodenbeck will gather information on how many commissioners other cities similar to Cedar Falls have. Mayor stated to maybe move to 5-7 commissioners. Councilmember Miller stated he'd like to hear the details and complaints and understand the issues. Mayor Green suggested having a second work session with HRC members. Councilmember Miller agreed to have a joint meeting. Councilmember deBuhr asked to have a memo sent to councilmembers outlining the issues of the HRC. Councilmember Miller stated we need to outline what the HRC duties are and investigations should go to the state. Councilmember Kruse agrees we need to clarify the focus of the HRC. Councilmember Dunn agreed to send investigations to the state and focus on education. Councilmember Harding commented that it seems we have a consensus and we should move towards changing the ordinance that investigations will go to the state, but agrees with Councilmember Miller that a joint meeting to support HRC should be scheduled. Councilmember Sires suggested meeting with HRC before amending the ordinance. Mayor Green clarified HRC has 8 active members. Councilmember Miller asked if HRC has a budget. Director Rodenbeck stated a budget of \$1,500/year. Mayor Green will confirm with staff on having a Committee of the Whole or City Council Work Session meeting prior to a council meeting. Councilmembers agreed to another meeting.

There being no further discussion, Mayor Green adjourned the meeting at 6:48 p.m.

Minutes by Kim Kerr, Administrative Supervisor



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

OPER/MAINT DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper/Maint Division Manager *BH*
DATE: September 16, 2020
SUBJECT: Operations and Maintenance Division Annual Report

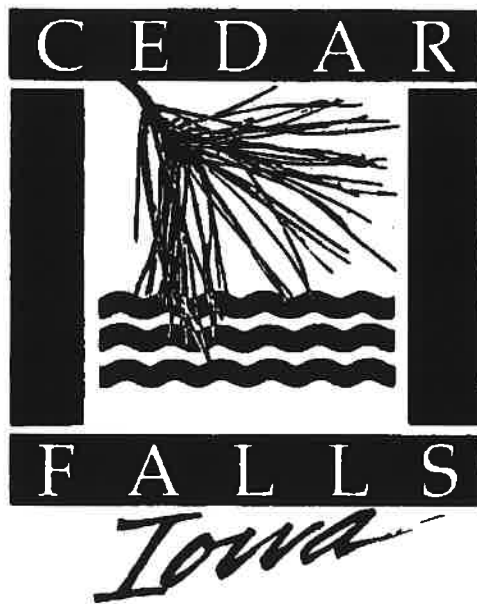
Attached is the annual report for the Operations and Maintenance Division of the Public Works Department. This fiscal year report covers all sections of the Division. Streets, Traffic Operations, Public Buildings, Refuse/Recycling, Fleet Maintenance, Parks and Cemeteries.

The requested action for this item is to be received and placed on file.

As always, please feel free to contact me if you have questions or comments related to this report.

Att.

CC: Chase Schrage, Director of Public Works



City of Cedar Falls, Iowa

PUBLIC WORKS DEPARTMENT

Operations and Maintenance Division

FY2020 Annual Report

July 1, 2019 – June 30, 2020

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STREET SECTION

STREET SECTION July 2019 through June 2020

The information in this report reflects man-hours and man-hour costs for each project performed in the Street Section. The hours and costs were generated from actual payroll report records.

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Asphalt			
	Cold Patch	673	\$16,423.13
	Hot Patch	2,622	\$60,547.27
	Screen Millings	0	\$0
	Grind & Patch	695	\$16,078.18
	ASPHALT TOTAL :		\$93,048.58
 Bridges			
	Deck Maintenance	0	\$0
	Guardrail Maintenance	140	\$3,503.84
	Handrail Maintenance	0	\$0
	Walkway Maintenance	0	\$0
	BRIDGES TOTAL :		\$3,503.84
 Cedar River			
	Dam Gates	43	\$1,230.24
	Pre-Flood	7	\$191.71
	Post-Flood	0	\$0
	Flood Levee Maintenance	0	\$0
	Flood Training	125	\$2,962.40
	CEDAR RIVER TOTAL :		\$4,384.35
 Concrete			
	Curbs	73.5	\$1,787.31
	Medians	40	\$702.96
	Full Depth	409.5	\$8,432.97
	Partial Depth	24.5	\$527.44
	Sidewalks	335.5	\$7,815.72
	CONCRETE REPAIRS TOTAL :		\$ 19,266.40

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Crack Sealing			
	Medians	79	\$1,703.45
	Crack Routing Operations	582.5	\$12,033.55
	Sealing (Asphalt)	1,294	\$23,166.51
	Sealing (Concrete)	35	\$742.14
	CRACK SEALING TOTAL :		\$37,645.65
Ditch Maintenance			
	Brush/Tree Removal	517	\$13,116.89
	Culvert Maintenance	157	\$3,902.42
	Trash/Debris Removal	0	\$0
	Silt Removal/Shaping	83	\$2,190.95
	DITCH MAINTENANCE TOTAL :		\$19,210.26
Dry Run Creek			
	Bank Stabilization	102.5	\$2,556.37
	Brush/Tree Removal	359	\$8,466.99
	Siltation Removal/Shaping	126	\$3,199.48
	DRY RUN CREEK TOTAL :		\$14,222.84
Grading Operations			
	Alleys	418	\$10,410.72
	Roads	71	\$1,668.17
	Shoulders	196	\$4,993.75
	GRADING OPERATIONS TOTAL :		\$17,072.64
Leaf Collection			
	Collection	132	\$2,804.55
	Compost Facility Operation	475.5	\$12,222.42
	Compost Turning	0	\$0
	Leaf Vacuum Service	445.5	\$10,714.94
	Compost Screening	17	\$425.55
	LEAF COLLECTION TOTAL :		\$26,167.46

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Material Procurement	Rock, Sand, Dirt, Rip-Rap	287	\$6,985.53
	MATERIAL PROCUREMENT TOTAL :		\$6,985.53
Outside Department Assistance			
	Cedar Falls Utilities - Repairs	869.5	\$19,585.42
	Developmental Services	79	\$1,989.25
	Public Safety	56	\$1,170.50
	Water Reclamation	0	\$0
	C.F. Cable TV	5	\$100.75
	OUTSIDE DEPARTMENT TOTAL :		\$22,845.92
Outside Section Assistance			
	Bulk & Containers	135.5	\$3,042.53
	Recycling Center	56	\$1,450.53
	Residential Routes	452	\$9,296.25
	Shingle Recycling	24	\$513.15
	Transfer Station	54	\$1,420.90
	REFUSE SECTION TOTAL :		\$15,723.36
	Parks/Cemetery	479.5	\$10,807.07
	Parking Implement	253	\$6,183.27
	Climate Action	48	\$1,240.00
	Traffic Operations	45	\$1,068.26
	Vehicle Maintenance	910.5	\$23,624.72
	Emerald Ash Bore Removal	3,708	\$77,565.24
	OUTSIDE SECTION TOTAL :		\$120,488.56
	OUTSIDE ASSISTANCE GRAND TOTAL :		\$159,057.84

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Seal Coat			
	Seal Coat Preparation	72	\$1,778.05
	SEAL COAT OPERATION TOTAL :		\$1,778.05
Special Events			
	Sturgis Falls	66	\$1,365.38
		0	\$0
	Parades & Other Events	107	\$2,258.21
	UNI Homecoming	21.5	\$467.15
	SPECIAL EVENTS TOTAL :		\$4,090.74
Snow & Ice Control			
	Salt Brine Production	62	\$1,672.66
	Annual Training	188	\$4,615.21
	Sidewalk Cleaning	0	\$0
	Snow Plowing Operations	1,455	\$31,455.55
	Snow Removal	317	\$6,735.08
	Snow Removal (cul de sacs)	303	\$7,447.78
	Sand Barrels	35	\$735.71
	Snow Fence	381	\$9,134.78
	Salt/Sand/Brine Application	497.5	\$9,912.39
	Equipment Prep & Set Up	609.5	\$15,081.18
	Material Procurement	88.5	\$2,195.74
	Mailbox/Sod Repair	97	\$2,406.07
	SNOW & ICE CONTROL TOTAL :		\$91,392.15
Sewer Construction			
	Sanitary Sewer Repairs	927	\$22,089.00
	Storm Sewer Repairs	2,285.5	\$51,568.09
	SEWER CONSTRUCTION TOTAL :		\$73,657.09

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Street Cleaning			
	Flushing	0	\$0
	Hauling Street Sweeping	438	\$10,634.36
	Routine Street Sweeping	1,672	\$45,584.76
	STREET CLEANING TOTAL :		\$56,219.12
Traffic Control			
	Temporary Barricades	44	\$676.31
	Barricade Maintenance	130	\$3,381.36
	TRAFFIC CONTROL TOTAL :		\$4,057.67
Weed Control			
	Shoulder Mowing	119.5	\$2,816.80
	Weed String Trimming	91.5	\$1,516.41
	WEED CONTROL TOTAL :		\$4,333.21
Grounds Maintenance			
	Clean Buildings	388	\$9,163.87
	Building Repair	155.5	\$3,714.76
	Yard Maintenance	22	\$499.36
	GROUNDS MAINTENANCE TOTAL :		\$13,377.99
Equipment Maintenance			
	Cleaning Equipment	537	\$12,856.42
	EQUIPMENT MAINTENANCE TOTAL :		\$12,856.42
Adverse Weather			
	Wind Damage Clean Up	186	\$4,075.67
	Flash Floods	0	\$0
	ADVERSE WEATHER TOTAL :		\$4,075.67

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Flood Buyout	Demolition Monitoring	0	\$0
FLOOD BUYOUT TOTAL :			\$0

Miscellaneous

Miscellaneous Tasks	1,118	\$26,676.62
Training/Seminars	476	\$12,872.93
Prairie Burn	24	\$453.51
Street Scape	690	\$14,895.04
Viking Rd/Union Rd	422	\$10,090.57
Place to Play Park	630	\$13,293.99
Erik Road Crosswalks	826.5	\$17,153.31

MISCELLANEOUS TASKS TOTAL : \$95,435.97

Administrative/Office	3,441	\$151,542.69
General Supervision	1,071	\$32,080.95

GRAND TOTAL OF ALL SERVICES : \$945,463.11

Materials Used In FY20

<u>Material</u>	<u>Quantity Used</u>	<u>Cost</u>	<u>Total Cost</u>
Salt Brine	11,440 Gallons	\$0.50	\$5,720.00
Road Salt	3,201 Tons	\$80.69	\$258,288.69
Sand (Ice Control)	5.00 Tons	\$8.78	\$43.90
Concrete (streets)	370.5 Cu. Yds.	\$125.00	\$46,312.50
Concrete (MHs & CBs)	119 Cu. Yds.	\$125.00	\$14,875.00
Asphalt (Hot mix)	244.76 Tons	\$88.00	\$21,538.88
Asphalt (Cold mix)	30.61 Tons	\$148.00	\$4,530.28
3/8" Washed Chips	219.69 Tons	\$19.45	\$4,272.97
3/4" Road stone	61.12 Tons	\$11.27	\$688.82
1" Road stone	835.63 Tons	\$11.27	\$9,417.55
1" Clean Road stone	302.39 Tons	\$13.47	\$4,073.19
3" Clean Road stone	108.85 Tons	\$11.89	\$1,294.23
3" – 9" Erosion Stone	56.04 Tons	\$23.00	\$1,288.92
9" – 18" Rip Rap	92.05 Tons	\$23.00	\$2,117.15
Crack Sealant	12,600 Lbs.	\$0.64	\$8,064.00
18" x #6 Rebar	1000 pcs	\$1.48	\$1,480.00
CRS-2 Tack Oil	5,196.30 Gallons	\$2.25	\$11,691.68
CSS 1H Tack Oil	401.14 Gallons	\$3.65	\$1,464.16

Total Materials Used \$397,161.92



TRAFFIC OPERATIONS SECTION

TRAFFIC OPERATIONS SECTION

July 2019 through June 2020

The information in this report reflects man-hours and man-hour costs for each project performed in the Traffic Operations Section. The hours and costs were generated from actual payroll report records. Also include are costs for contracted work for the maintenance of pavement markings and traffic signals

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Traffic Painting			
	Line Striping	347	\$8,318.38
	Parking Lot	92	\$2,404.69
	Contract Street Painting		\$42,180
	TRAFFIC PAINTING TOTAL :		\$52,903.07
Traffic Signals			
	General Maintenance	756	\$21,873.18
	Signal Replacement	4	\$122.74
	Knock Down Repair	8	\$250.32
	Contracted Signal Work		\$4,102.65
	TRAFFIC SIGNALS TOTAL :		\$26,348.89
Traffic Signs			
	General /Maintenance	617	\$16,569.16
	New Installation	378.5	\$9,313.43
	Knock Down Repair	177	\$4,515.33
	Sign Inventory	9	\$236.59
	TRAFFIC SIGNS TOTAL :		\$30,634.51

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Traffic Miscellaneous			
	Administration	258	\$7,904.91
	Miscellaneous	69	\$2,107.99
	Train/Seminars/Meet	45	\$1,239.45
	Security Cameras	80	\$2,358.72
	Parkade Holiday Lighting	24	\$679.92
	Snow Removal Events	68.5	\$1,376.78
	Locates	167	\$4,884.66
	Outdoor Warning Sirens	43	\$1,296.85
	TRAFFIC MISCELLANEOUS TOTAL :		\$21,849.28
Building Maintenance (Non Janitorial)			
	Operations/Maintenance	178	\$4,670.22
	City Hall	79	\$1,931.99
	Library	49	\$1,124.65
	Rec. Center	68	\$1,588.91
	Water Reclamation	5	\$119.48
	The Falls Aquatic Center	12	\$306.02
	Hearst Center	67	\$1,874.96
	Fire Station #1 and #2	24	\$532.82
	Community Center	3	\$63.37
	Parks	206	\$5,679.20
	Visitor Center	7	\$141.25
	Dam	3	\$92.06
	BUILDING MAINTENANCE TOTAL :		\$18,124.93
	Paid on Call Fire Operations	85.5	\$3,013.08
	TRAFFIC OPERATIONS SECTION GRAND TOTAL :		\$152,873.76



BUILDING MAINTENANCE SECTION

<u>TASK</u>	<u>SUBTASK</u>	<u>MAN HOURS</u>	<u>M.H. COST</u>
Building Maintenance			
	Admin/Office	383	13,384.29
	Beach House	3	106.21
	City Hall	363.5	10,953.31
	Community Center	116	801.56
	COVID	25	825.65
	Falls Aquatic Center	55.5	1,885.44
	Fire Station #2	3.75	112.69
	Fire Station #3	15	457.82
	Hearst Center	67.5	1,908.59
	Hearst Rental	3.5	123.52
	Library	243	6,038.27
	Pheasant Ridge	27	700.8
	Public Safety	594.5	17,363.88
	Public Works	594.5	17,363.88
	Recreation Center	668.5	17,821.64
	Special Project	11	230.81
	Visitors & Tourism	36	1,031.63
	Water Reclamation	1	20.76
	BUILDING MAINTENANCE TOTAL	3259.25	89816.96
Other Sections			
	Traffic Operations	216	1562.78
	Refuse	9	197.17
	Snow Plowing	21.5	601.91
	Snow Comp Earned	26	
	OTHER SECTION TOTAL	225	1,759.95
	BUILDING MAINT. SECTION GRAND TOTAL	3484.25	\$91,576.91

PUBLIC BUILDINGS EXPENDITURES

Commodities

Aquatic Center	\$2,682.42
City Hall	\$5,490.15
Community Center	\$306.43
Fire Department	\$873.58
Hearst Center	\$1,061.35
Library	\$4,898.96
Public Works	\$8,124.28
Public Safety Building	\$10,092.07
Recreation Center	\$13,450.55
Visitors Center	\$630.55

COMMODITIES TOTAL : \$47,610.34

Building Repair Supplies

Aquatic Center	\$864.18
Beach House	\$388.18
City Hall	\$3,409.17
Fire Department	\$491.02
Hearst Center	\$319.52
Library	\$560.51
Pheasant Ridge Pro Shop	\$537.31
Public Works	\$4,630.31
Public Safety Building	\$1,794.30
Recreation Center	\$29,100.84
Visitors Center	\$194.99

BUILDING REPAIR SUPPLIES TOTAL : \$42,290.33

Buildings Contracted Services

Aquatic Center	\$421.25
Beach House	\$404.88
City Hall	\$71,322.12
Community Center	\$20,339.42
Fire Department	\$1,946.60
Hearst Center	\$19,914.56
Library	\$49,067.99
Pheasant Ridge Pro Shop	\$1,062.13
Public Works	\$52,717.78
Public Safety Building	\$30,614.98
Recreation Center	\$86,780.08
Visitors Center	\$10,875.96

BUILDING CONTRACTED SERVICES TOTAL : \$345,467.75

GRAND TOTAL OF ALL SERVICES : \$526,945.33



REFUSE SECTION

REFUSE SECTION ANNUAL REPORT**FISCAL YEAR 2020****Residential Automated Refuse Collection**

Number of Residents	12,068	Accounts
Man hours	5,063.45	Hours
Fuel consumption	16,122.89	Gallons
Tonnage collected	7,667.53	Tons

Residential Yard Waste Collection

Number of residents w/YW Cart	7,997	Accounts
Man hours	1,410.70	Hours
Fuel consumption	3,993.83	Gallons
Total Yard Waste Collected Curbside	1,339.51	Tons
Fall Leaf Collection (man-hours Oct/Nov 19)	405.50	Hours
Fall Leaf Tonnage (Oct/Nov 19)	393.82	Tons
Spring Leaf Collection (man-hours Apr 20)	209.00	Hours
Spring Leaf Tonnage (Apr 20)	209.23	Tons
Leaf Vacuum	98	Performed
295.00	295.00	Hours
Yard Waste Carts Collected (Jul 19-Jun 20)	31,958	Collected

Seasonal Compost Facility

Compost Site Staffing Man-hours (FY 20)	877.00	Hours
Yard Waste Hauled To Compost Site	1,012.35	Tons

Parks Refuse Collection

Man hours	564.90	Hours
Fuel consumption	651.37	Gallons
Tonnage collected	22.98	Tons

Container Route

Man hours (full-time)	78.00	Hours
Man hours (part-time)	1,147.40	Hours
Fuel consumption	3,374.86	Gallons
Tonnage collected	435.92	Tons
Dumpster accounts	86	In Use

Large Item Collection

Stops collected	1, 569	Stops
Man hours (full-time)	10.50	Hours
Man hours (part-time)	844.90	Hours
Tonnage collected	113.26	Tons

Semi-Automated Collection

Man-hours (full-time)	43.00	Hours
Man-hours (part-time)	897.25	Hours
Tonnage Collected	191.91	Tons

Transfer Station

Man-hours (full-time)	2,053.00	Hours
Man-hours (Perm. Part-time)	4, 528.35	Hours
Solid waste (com/res drop off)	3,928.41	Tons
Solid Waste (City Collection)	8,431.60	Tons
Solid Waste to Landfill (874 loads)	12,360.01	Tons
Yard Waste (Drop Off)	42.53	Tons
Fuel Consumption	6,776.49	Gallons

Recycling Center

Man-hours (full-time)	1,355.50	Hours
Man-hours (part-time)	2,509.90	Hours
Newspaper/Magazines (Baled)	330.16	Tons
Cardboard (Baled)	714.42	Tons
Glass	716.14	Tons
Tin (Baled)	41.86	Tons
COMGBP (Baled Plastic #1-7)	193.14	Tons
USOBP (Office Paper Baled)	63.42	Tons
Plastic Bags (LDPLP)	9.20	Tons
Styrofoam	11.69	Tons
SUBTOTAL :	2,080.03	Tons

Other Materials Recycled

Scrap Metal	361.30	Tons
Appliances (3,930)	198.74	Tons
Tires (3,625)	45.69	Tons
E-waste (T.V.'s/ CRT's/LCD's/ Hardware)	69.75	Tons
Rechargeable Batteries/Cell Phones	0.12	Tons
Shingles	134.18	Tons
Used Oil (Transfer Station/Maintenance Shop)	5,865.00	Tons
SUBTOTAL :	809.78	Tons
RECYCLING GRAND TOTAL :	2,889.81	Tons
Fuel Used for Recycling Center Operations	5,151.48	Gallons

Refuse Section - Hourly Rate Structure

Rates are standard hourly rates and do not reflect employee benefit costs. The rate structure for the Refuse Section is the standard hourly rate; benefits and insurance are not figured in.

	<u>MAN HOURS</u>	<u>M. H. COST</u>
Bag Tag Delivery	17.00	\$352.84
Cart Delivery/Exchange	332.00	\$7,705.23
Cart Repair	152.50	\$3,429.02
Clean Equipment	291.20	\$6,396.01
Complex Work	989.50	\$22,934.16
Container Collection	1,225.40	\$23,276.75
Incentive	52.00	\$1,265.53
Landfill	1,499.55	\$32,975.28
Large Item Collection	855.40	\$15,524.95
Parks Garbage Routes	564.90	\$11,776.23
PW Repair Equipment	16.00	\$400.51
Office Work	57.00	\$1,205.04
Outside Dept. Work	28.50	\$613.77
Recycling	3,865.40	\$81,391.02
Recycling Roll-off Collection	1,939.90	\$43,460.62
Residential Automated Refuse Collection	5,063.45	\$114,631.26
Residential Automated Yard Waste Collection	1,410.70	\$30,064.10
Semi-automated Collection	1,940.25	\$35,520.90
Shingle Hauling	185.50	\$4,463.91
Special Events	55.00	\$1,411.71
Styrofoam Operations	211.50	\$4,079.11
Transfer Station	6,581.35	\$154,053.98
Yard Work	112.50	\$2,374.17
Refuse Section Subtotal :	27,369.50	\$590,763.08

Street Section, Refuse Related Operations

Additional tasks related to the Refuse Section, which were listed in the Street Section report.

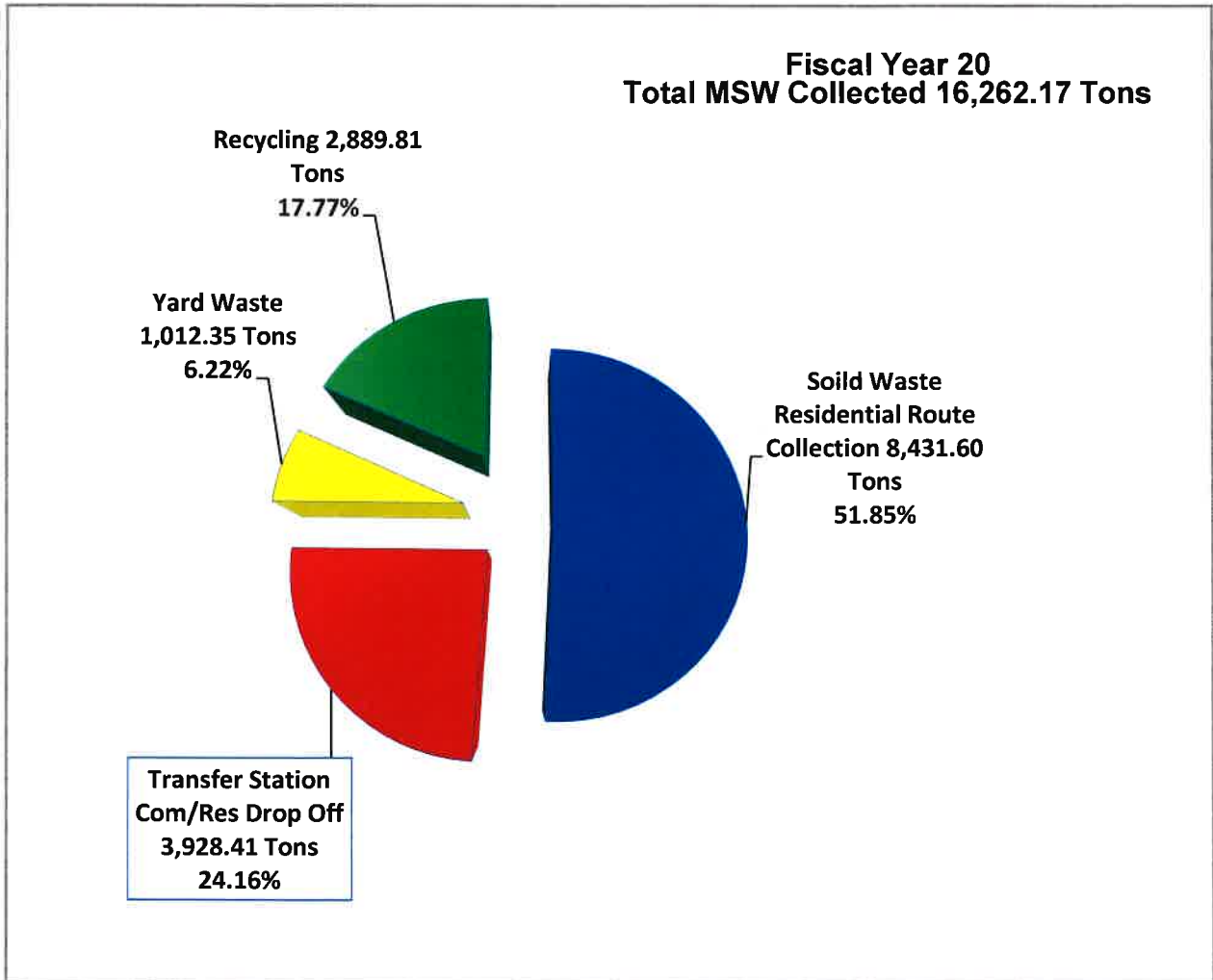
	<u>MAN HOURS</u>	<u>M.H. COST</u>
Bulk and Containers	135.50	\$3,042.53
Compost Facility Operation	877.00	\$18,148.40
Compost Screening	17.50	\$437.14
Leaf Vacuum	453.00	\$10,934.04
Pickup/Disposal Yard Waste	127.00	\$2,804.55
Recycling	99.50	\$2,385.83
Residential Refuse/Yard Waste Collection	457.00	\$9,403.16
Routine Sweeping	1,672.00	\$45,584.76
Scrap Metals	4.00	\$109.55
Sweepings Disposal	494.00	\$12,036.18
Transfer Station	151.00	\$4,077.46
Wind Damage	202.50	\$4,420.00
Subtotal:	4,690.00	\$113,383.60
REFUSE LABOR COST GRAND TOTAL:		\$704,146.68

Refuse Section Revenue for FY 20	# Dropped off to Transfer Station	Transfer Station Charges
Appliances (Transfer Drop-off)	3,546	\$24,627.50
E-waste (Transfer Drop-off)	2,169	\$10,842.50
Scrap Tires (Transfer Drop-off)	3,613	\$10,628.82
Shingles (clean)	134.34 tons	\$4,030.20
Solid Waste (Transfer Drop-off)	4,018.74 tons	\$223,249.95
Yard Waste (Transfer Drop-off)	42.53 tons	\$2,416.68
Related Solid Waste Revenue for FY 20	# picked up	Charged through CFU
Solid Waste (Containers and Residential collection)		\$2,188,063.22
Yard Waste Collection	31,958	\$234,939.00
Appliances (Bulk Pick-up)	384	\$2,880.00
E-Waste (Bulk Pick-up)	142	\$710.00
Tires (Bulk Pick-up)	12	\$60.00
Related Solid Waste Revenue for FY 20		Revenue from Other Sources
Bag Tags/Tree Tags	281.40	\$351.84
Grants to Communities		\$137,928.00
Leaf Vacuum	98	\$4,900.00
Recycling		\$10,870.52
Scrap Metal		\$20,009.48

SUMMARY OF FISCAL YEAR 2020

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls including Solid Waste, Yard Waste, and Recycling was 16,262.17 tons. The following pie chart is a representation of the Municipal Solid Waste figures for FY 20 for the City of Cedar Falls.



Automated Yard Waste Cart Program

Yard waste was collected curbside 45 days this fiscal year. This resulted in 1,339.51 tons of yard waste collected curbside by the Refuse Section. A total of 31,958 stops were collected July 1, 2019 – June 30, 2020. The months of April, October and November were months that the residents were charged at a reduced rate of \$5.00 per dump.

The total yard waste carts collected was 31,958. This resulted in \$234,939.00 in revenue generated by residents using the automated yard waste program. There were 15,262 yard waste carts collected during the reduced rate collection periods.

There are currently 7,997 yard waste carts in service throughout the city.

Transfer, Recycling and Yard Waste Program Expenses for FY 20

Appliance Disposal:

3,930 appliances or 198.74 tons were recycled at a cost of \$26,915.00.

Black Hawk County Landfill (Solid and Yard Waste disposal fees:
Landfill fees \$522,315.45.

Cooley Sanitation: \$200.00

E-waste Disposal:

69.75 tons were recycled at a cost of \$23,002.25.

Lan-Link:

Tuning Boxes, MDT's etc... \$9,686.03.

Printing:

The expenses were for Recycling/Waste Works \$3,520.31.

Recycling/Transfer Station Miscellaneous:

The expenses were for Transfer Station repair/Painting/Welding, Walking Floor repair, Baler repair for Recycling Center, etc.....\$22,028.23.

Scrap Tire disposal: 3,625 tires or 45.69 tons were recycled at a cost of \$11,505.88.

Shingle Asbestos Testing: \$705.00

Wood Grinding: Brush/Yard Waste Grinding, Windrow Turning at Seasonal Compost Facility \$60,000.00.

Total: \$679,878.15



FLEET MAINTENANCE SECTION

**CITY OF CEDAR FALLS
FLEET GRAND TOTALS**

July 1, 2019 to June 30, 2020

Number of Vehicles/Equipment (433)

Parts Cost	\$434,236.22
Labor Cost	\$375,487.82
Vendor enviro and shipping cost	\$6,450.57
Repair Cost	\$816,174.61
Fuel Cost	\$319,553.45
Grand Total :	\$1,135,728.06

COMMUNITY DEVELOPMENT

Number of Vehicles (19)

Parts	\$5,644.33
Labor	<u>\$12,445.53</u>
Total	\$18,089.86
Fuel	<u>\$7,654.96</u>
Total Cost	\$ 25,744.82

PUBLIC WORKS

Number of Vehicles (357)

Parts	\$367,445.47
Labor	<u>\$303,704.13</u>
Total	\$671,149.60
Fuel	<u>\$222,446.51</u>
Total Cost	\$893,596.11

FINANCE & BUSINESS

Number of Vehicles (13)

Parts	\$3,605.95
Labor	<u>\$5,868.71</u>
Total :	\$ 9,478.66
Fuel	<u>\$5,683.90</u>
Total Cost:	\$15,158.56

PUBLIC SAFETY

Number of Vehicles (44)

Parts	\$57,540.47
Labor	<u>\$53,469.45</u>
Total :	\$111,009.92
Fuel	<u>\$83,768.08</u>
Total cost:	\$194,778.00

CITY OF CEDAR FALLS
Community Development

Inspection

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$3,378.96	\$5,970.96	\$9,349.92	\$6,182.19	\$15,532.11

Recreation

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,163.09	\$4,344.13	\$5,507.22	\$743.71	\$6,250.93

Cultural Services

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,102.28	\$2,130.44	\$3,232.72	\$729.06	\$3,961.78

Community Development Grand Total

(19) Vehicles

\$25,744.82

**City of Cedar Falls
Finance & Business**

Administration

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$2,148.57	\$3,056.96	\$5,205.53	\$3,533.53	\$8,739.06

Cable Vision

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,040.32	\$2,078.25	\$3,118.57	\$812.91	\$3,931.48

Parking Operations

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$417.06	\$733.50	\$1,150.56	\$1,337.46	\$2,488.02

Finance & Business Grand Total

(13) Vehicles

\$15,158.56

CITY OF CEDAR FALLS
Public Safety

Police

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$35,070.39	\$36,947.07	\$72,017.46	\$69,607.74	\$141,625.20

Fire

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$22,470.08	\$16,522.38	\$38,992.46	\$14,160.34	\$53,152.80

Public Safety Grand Totals

(44) Vehicles

\$194,778.00

City Of Cedar Falls
Public Works

Administration

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$77.05	\$203.75	\$280.80	\$1,072.63	\$1,353.43

Engineering

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$3,032.79	\$8,578.40	\$11,611.19	\$6,290.61	\$17,901.80

Water Reclamation

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$29,037.82	\$20,531.71	\$49,569.53	\$14,132.40	\$63,701.93

Building Maintenance

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,101.36	\$1,104.33	\$2,205.69	\$1,510.15	\$3,715.84

Cemetery

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$11,899.70	\$14,975.40	\$26,875.10	\$4,401.09	\$31,276.19

Fleet Maintenance

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,271.81	\$3,954.58	\$5,226.39	\$2,970.67	\$8,197.06

Parks

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$65,877.30	\$68,926.72	\$134,804.02	\$47,113.99	\$181,918.01

Refuse

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$111,700.97	\$77,297.46	\$188,998.43	\$73,246.80	\$262,245.23

Street

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$142,094.10	\$105,931.28	\$248,025.38	\$68,891.90	\$316,917.28

Traffic

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,352.57	\$2,200.50	\$3,553.07	\$2,816.27	\$6,369.34

Public Works Grand Total

(357) Vehicles

\$893,596.11

VEHICLE ACQUISITIONS FY20

PUBLIC SAFETY:

2020 Ford Interceptor	Police VRF	\$ 50,938.33
2020 Ford Interceptor	Police VRF	\$ 51,323.36
2020 Ford Interceptor	Police VRF	\$ 55,203.86
Total:		\$157,465.55

Public Works:

2020 International HV607	Street SCF	\$ 153,248.00
2019 John Deere 544L	Street SCF	\$ 152,500.00
2020 Ford F550	Street SCF	\$ 88,512.76
2019 Crafc0 Sealer	Street SCF	\$ 73,163.00
2020 Freightliner M2	Refuse SCF	\$ 198,483.96
2020 Freightliner 114SD	Refuse SCF	\$ 89,299.00
2020 Freightliner M2	Refuse SCF	\$154,911.00
2019 Ford F250	Park VRF	\$ 30,997.00
2019 John Deere 997R	Park VRF	\$ 17,779.54
2019 John Deere 1570	Park VRF	\$ 24,823.00
2019 Ventrac	Park VRF	\$ 26,286.25
2019 Freightliner M2	Park VRF	\$146,718.00
2019 Toro Ztrac	Cemetery VRF	\$ 9,136.32
2017 Toro Workman	Cemetery VRF	\$ 22,500.00
2020 Ford F150	Engineering VRF	\$ 30,680.00
2019 Freightliner 114SD	Waste Water VRF	\$392,784.00
2010 Peterbilt 340	Waste Water VRF	\$ 92,000.00
Total:		\$1,703,821.83

Rec Center:

2019 John Deere Gator	Rec VRF	\$ 7,992.53
2019 John Deere 1200A	Rec VRF	\$ 13,900.00
Total:		\$21,892.53

Vehicle Acquisitions Total: \$1,883,179.91



**PARKS
AND
CEMETERY SECTION**

The information in this report reflects man-hours and man-hour costs for each project performed in the Park Development & Arborist Section. The hour and costs were generated from actual payroll records.

<u>Parks and Arborist</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
EAB (Ash Trees) 011010	4473	\$83,933.03
Mow/ Trimming Parks	80	\$1,011.57
Playground Inspections 160	50	\$785.35
Playground Repair/Install 161	129	\$1,880.09
Restroom Cleaning/Maintenance 162	504	\$8061.60
Ice Rink Setup/Teardown 166	61.5	\$1,387.40
Trail Bench Installation 167	300	\$5,484.19
University Ave.	265	\$4,017.73
Boat Dock Setup and Removal 189	199	\$3,505.56
Graffiti and Vandalism 198	88	\$1,525.55
Biocell 141	564.5	\$8,472.17
Big Woods Lake-Construction 5001	153	\$3,443.79
Birdsall Park-Construction 5002	12	\$198.29
Gateway Park-Construction 5003	155	\$2,539.06
Island Park-Construction 5004	514.5	\$10,886.46
Paw Park-Construction 5005	116	\$2,108.61
Pfeiffer Park-Construction 5006	51	\$743.67
Prairie Lakes Park-Construction 5007	24	\$508.43
Overman Park-Construction 5008	56	\$864.94
Veterans Memorial Park-Construction 5009	335	\$5,805.66
Washington Park-Construction 5010	43	\$755.94
Medium Parks-Construction 5011 Clay Street , Greenhill , Kiwanis Bluffs, Lookout , Neighbors, Orchard Hill, Seerley, Skate and Tourist	228.5	\$3,767.73
Small Parks- Construction 5012 Bess Streeter, Central, El Dorado, Homes, Kuehns, Main St., Olsen's, Peter Melendy, Sartori, Policeman and Uhrich	315.5	\$5,779.35
Tondro/Pray 5013	8	\$109.68
Place to Play 023156	748.5	\$14,215.10
Pickle Ball Court 032351	77	\$1,339.60
Tree Nursery 5014	1120	\$20,258.27
Tree/Brush Removal 164	51.5	\$803.36

Tree Trimming 174	590	\$10,361.01
Tree Removal 175	662	\$11,703.65
Watering Operations 176	4	\$56.48
Tree Spading/Planting 177	84	\$1,587.88
Pollinator Project 062522	32	\$678.90

PARKS & ARBORIST TOTAL: \$224,580.10

<u>Rec Trails</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Cleaning/Clearing 178	402	\$6,586.30
Trail Repair/Replace 179	454.5	\$10,957.49

REC TRAILS TOTAL: \$17,543.79

<u>Building & Grounds</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Mow/Trim 170	8393.7	\$112,380.31
Equipment Cleaning 171	289.20	\$3,992.06
Equipment Maintenance Repair 172	138	\$2,833.08
Building Maintenance Repair 173	232.5	\$4,324.29

BUILDING & GROUNDS TOTAL: \$123,529.74

<u>Cemetery</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Mowing 150	2,171.5	\$31,121.90
String Trim 151	1380	\$18,523.64
Grave Open, Close, Funeral assist 152	1,511.5	\$28,223.62
Check Graves, Fill, Sod Repair 153	120	\$1,990.88
Tree/Brush Removal 155	113.5	\$1,607.86
Flower, Plants, Trash Removal 156	134	\$2,059.87
Leaf Pick Up 157	36	\$593.21

CEMETERY TOTAL: \$84,120.98

<u>Outside Assistance</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Arborist 190	214.5	\$3,648.79
Golf 191	268.5	\$5,940.77
Cemetery 193	514.5	\$11,345.49
Street Department 194	2.5	\$64.31
Leisure Services 196	1237	\$19,595.52
Traffic Operations 197	53	\$839.71
Police	78	1,651.26
Administration 522	110	\$1,747.58
Historical Society 524	10	\$142.15

OUTSIDE ASSISTANCE TOTAL: \$44,975.58

<u>Adverse Weather</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Windstorm Cleanup 185	363	\$6,840.68
Flood 012016	119	\$2,329.51

ADVERSE WEATHER TOTAL: \$9,170.19

<u>Snow Operations</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Plowing Snow for Street Department 56	201	\$4,926.98
Hauling Snow for Street Department 57	19	\$530.45
Snow Plowing and Blowing 180	507	\$9,087.06
Snow Removal and Hauling 181	69	\$1,082.95
Sand and Salt Application 182	67.5	\$2,077
Snow Removal/ Polar Trac 183	90	\$2,109.87
Sand, Salt and Brine Application 60	52.5	\$1,153.15

SNOW OPERATIONS TOTAL: \$20,967.46

<u>Celebrations</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Sturgis Falls 52	313.5	\$5,985.7
College Hill Arts Festival 53	61	\$1,105.05

CELEBRATIONS TOTAL: \$7,090.75

<u>Miscellaneous</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Training/Meetings 188	206	\$4,786.59
Miscellaneous Tasks (Arborist) 526	362.5	\$6,903.76
Miscellaneous Tasks (Cemetery) 527	431.5	\$7,100.91
Miscellaneous Tasks (Parks) 529	2042.75	\$49,190.35

MISCELLANEOUS TOTAL: \$67,981.61

<u>Supervision</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Administration Park 534	480	\$19,485.72
Supervision Cemetery 536	326	\$11,685.57
Supervision Parks 538	1808	\$60,806.04
531	512	\$15,321.60

SUPERVISION TOTAL: \$107,441.08

GRAND TOTAL OF ALL SERVICES: \$707,116.98

**CEMETERY SECTION
ANNUAL REPORT
July 1, 2019 - June 30, 2020**

Interments:

Greenwood	53
Fairview	34
Hillside	14

Disinterment:

-

Spaces Sold:

Greenwood	32
Fairview	41
Hillside	9

Services:

Cremations	47
Saturday	23
Less than 8 hrs. notice	-
After 3:00p.m.	1

Receipts:

Perpetual Care	Greenwood	\$5,120
	Fairview	\$6,075
	Hillside	\$1,600
		<u>\$12,795</u>

Burial Permits	<u>\$62,865</u>
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Lot Sales	<u>\$54,755</u>
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Marker Permits	<u>\$3,900</u>
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Deed changes	<u>\$480</u>
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Total Receipts:

\$147,590


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
 Craig Berte, Police Chief
Date: September 17, 2020
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Pablo's Mexican Grill, 310 Main Street, Class B beer - renewal.
- b) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C liquor - renewal.
- c) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class B liquor & outdoor service - renewal.
- d) Blue Room, 201 Main Street, Class C liquor - renewal.
- e) Little Bigs, 2210 College Street, Class C liquor - renewal.
- f) SingleSpeed Brewing Co., 128 Main Street, Class C liquor & outdoor service - renewal.
- g) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
- h) The Landmark, 107 Main Street, Class C liquor & outdoor service - renewal.
- i) Fareway Store, 214 North Magnolia Drive, Class E liquor - renewal.



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
Financial Services Division

TO: Honorable Mayor Robert M. Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: [September 17, 2020](#)
SUBJECT: [FY2020](#) City Street Financial Report

Attached for your review is the State required [FY2020](#) City Street Financial Report for the City of Cedar Falls. The report is based on actual [FY2020](#) revenues and expenditures relative to various aspects of street operations, maintenance, construction, and debt service. Iowa Code Section 312.14 requires all cities to submit the Street Financial Report (SFR) to the Iowa Department of Transportation (DOT) by September 30 of each year. Failure to submit the report may cause delay or suspension of future State payments of Road Use Tax Funds to the City of Cedar Falls.

This year's report is in a new format, which is similar to the detail from our chart of accounts. If you should have any questions, please contact me. Thank you.

Attachment

CC: Jennifer Rodenbeck, Director Finance & Business Operations

**City Street Financial Report
City of Cedar Falls, Iowa**

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance		\$8,437,356	\$11,295,248		-\$5,482,762		\$14,249,842
Expense		\$5,012,177	\$6,764,763	\$827,491	\$10,561,033	\$1,082,541	\$24,248,005
Revenue		\$5,154,204	\$9,745,016	\$827,491	\$2,586,995	\$1,082,541	\$19,396,247
Ending Balance		\$8,579,383	\$14,275,501		-\$13,456,800		\$9,398,084

Resolution Number: _____

Execution Date: _____ September 21, 2020 _____

Signature: _____
Robert M. Green, Mayor

Signature: _____
Jacqueline Danielsen, MMC, City Clerk

Street Finance Report for Cedar Falls 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets		\$1,046,408					\$1,046,408
Benefits - Roads/Streets		\$416,568					\$416,568
Training & Dues		\$9,186					\$9,186
Building & Grounds Maint. & Repair		\$650					\$650
Road Beautification		\$2,471					\$2,471
Vehicle & Office Equip Operation and Repair		\$68					\$68
Operational Equipment Repair		\$1,784					\$1,784
Street Lights					\$375,614		\$375,614
Other Utilities		\$2,102					\$2,102
Engineering		\$48,558	\$38,108		\$881,069	\$58,249	\$1,025,984
Insurance		\$37,030					\$37,030
Janitorial		\$6,613					\$6,613
Payments to othe agencies			\$120,484		\$3,748,333		\$3,868,817
Printing		\$527					\$527
Rents & Leases		\$2,700					\$2,700
Street Maintenance Expense		\$212,762					\$212,762
Technology Expense		\$107,980					\$107,980
Other Professional Services			\$895		\$1,442		\$2,337
Other Contract Services		\$1,964					\$1,964
Minor Equipment Purchases		\$22,504					\$22,504
Other Equipment		\$19					\$19
Office Supplies		\$383					\$383
Operating Supplies		\$253,399					\$253,399
Postage & Safety		\$4,269					\$4,269
Other Supplies		\$3,246					\$3,246
Heavy Equipment		\$477,661					\$477,661
Right-of-Way			\$161,138		\$219,384		\$380,522
Bridges & Culverts		\$241,041	\$43,063			\$708,969	\$993,073
Storm Drainage						\$77,000	\$77,000
Street - Preservation		\$663,556	\$5,807,071		\$1,478,090		\$7,948,717

Street Finance Report for Cedar Falls 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Street - Safety/Environment					\$311,142	\$193,213	\$504,355
Principal Payment				\$730,983			\$730,983
Interest Payment				\$96,508			\$96,508
Transfer Out			\$594,004		\$3,545,959		\$4,139,963
Traffic Control/Safety		\$513,739					\$513,739
Snow Removal		\$562,295					\$562,295
Depreciation & Building Utilities		\$31,917					\$31,917
Accounting/Recording		\$167,080					\$167,080
Street Cleaning		\$173,697				\$45,110	\$218,807
Total	\$0	\$5,012,177	\$6,764,763	\$827,491	\$10,561,033	\$1,082,541	\$24,248,005

Street Finance Report for Cedar Falls 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property				\$827,491			\$827,491
TIF Revenues			\$594,004				\$594,004
Other Taxes (Hotel, LOST)			\$5,174,075				\$5,174,075
Interest			\$334,038				\$334,038
Federal Grants			\$96,940		\$553,512		\$650,452
State Revenues - Road Use Taxes		\$5,047,157					\$5,047,157
Other State Grants - IDOT					\$691,890		\$691,890
Charges/fees						\$987,824	\$987,824
Contributions			\$84,049		\$747,589	\$94,717	\$926,355
Sale of Property & Merchandise			\$3,198				\$3,198
Sale of Assets			\$19,800				\$19,800
Transfer In			\$3,545,959		\$594,004		\$4,139,963
Total	\$0	\$5,154,204	\$9,745,016	\$827,491	\$2,586,995	\$1,082,541	\$19,396,247

Street Finance Report for Cedar Falls 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
GO Bond 2009	\$1,080,000	\$1,080,000	\$38,402	\$444,244	\$15,796	\$0
GO Bond 2016	\$1,925,000	\$260,000	\$38,500	\$181,592	\$26,890	\$1,665,000
GO Bond 2018	\$2,660,000	\$240,000	\$122,850	\$105,147	\$53,822	\$2,420,000

Description	Model Year	Usage Type	Cost	Purchased Status
John Deere 544K Endloader	2011	Purchased	\$146,400	No Change
Snow Pusher 8 ft.	2011	Purchased	\$3,446	No Change
Wausau Snow Blower	2001	Purchased	\$63,000	No Change
TARCO Leaf Blower	2003	Purchased	\$22,597	No Change
Husqvarna Concrete Saw	2009	Purchased	\$21,680	No Change
Trafcon Arrowboard	2007	Purchased	\$15,000	No Change
SNOGO Blower	2008	Purchased	\$76,265	No Change
Minnich Dowel Drill	2010	Purchased	\$6,850	No Change
2-Ton International Dump Truck	2009	Purchased	\$108,220	No Change
2-Ton International Dump Truck	2010	Purchased	\$94,948	No Change
Cat Skid Steer 25782	2008	Purchased	\$27,200	No Change
Arrow Dorp Hammer Pavement Breaker	1982	Purchased	\$6,000	No Change
Cat M322 Excavator	2006	Purchased	\$178,977	No Change
2 Ton International Dump Truck	2007	Purchased	\$95,498	No Change
2 Ton International Dump Truck	2007	Purchased	\$95,498	No Change
F450 1 Ton Truck	2008	Purchased	\$47,501	No Change
John Deere 310 Backhoe	1995	Purchased	\$51,500	No Change
John Deere 544J Endloader	2006	Purchased	\$127,655	No Change
2-Ton Freightliner Dump Truck	2007	Purchased	\$52,839	No Change
F350 Ford 1-Ton Utility / Service Body	2006	Purchased	\$16,162	No Change
Snow Pusher 10 ft.	2011	Purchased	\$3,333	No Change
Snow Pusher 10 ft.	2011	Purchased	\$3,333	No Change
Ford LCF; road line painting machine (6002)	2006	Purchased	\$65,500	No Change
2-ton Freightliner Dumptruck	2012	Purchased	\$127,824	No Change
International Truck 7400	2019	Purchased	\$150,229	No Change
Bobcat 18" Planer/ grinder	2018	Purchased	\$14,848	No Change
Ford F250 3/4 ton pick up	2018	Purchased	\$32,694	No Change
Freightliner 2-ton dump truck	2018	Purchased	\$155,040	No Change
Vermeer BC1500 Chipper	2010	Purchased	\$22,200	No Change
Ford F250 Pickup	2018	Purchased	\$36,907	No Change
Dura Tank 1000TT	2013	Purchased	\$23,794	No Change
Ford F550 Dump Truck	2017	Purchased	\$87,677	No Change
Ford F250	2017	Purchased	\$30,687	No Change

Street Finance Report for Cedar Falls 2020

Description	Model Year	Usage Type	Cost	Purchased Status
F350 Ford 1-Ton Dump Truck	2002	Purchased	\$22,593	No Change
Bobcat E351 Mini Excavator	2017	Purchased	\$52,536	No Change
Freightliner 108 w/plow/box/sander PW03130	2014	Purchased	\$130,107	No Change
Wanco Arrowboard	2012	Purchased	\$5,495	No Change
Ford F350 Truck	2010	Purchased	\$29,575	No Change
Chevrolet 1/2 ton Pickup	1998	Purchased	\$10,000	No Change
Freightliner 108 w/plow/box/sander PW03125	2014	Purchased	\$129,357	No Change
Ford F150 Pickup	2013	Purchased	\$26,506	No Change
Ford F550 Aerial Lift	2008	Purchased	\$82,533	No Change
Ford F150 Pickup	2013	Purchased	\$30,294	No Change
Mitsubishi Forklift	2002	Purchased	\$19,000	No Change
1-ton Dump Truck PW03127	2014	Purchased	\$49,854	No Change
F350 Ford 1-Ton Utility / Service Body	2001	Purchased	\$18,593	No Change
Freightliner M2106 Elgin Crosswind	2014	Purchased	\$191,550	No Change
2-ton Sterling Dump Truck	2005	Purchased	\$45,435	No Change
2-ton Sterling Dump Truck	2003	Purchased	\$66,075	No Change
2-ton Sterling Dump Truck	2003	Purchased	\$66,075	No Change
2-ton Freightliner Dump Truck	2002	Purchased	\$69,920	No Change
1-ton Ford Dump Truck	2000	Purchased	\$23,265	No Change
1-ton Ford Dump Truck	1999	Purchased	\$23,265	No Change
Concrete Crack Saw	1996	Purchased	\$6,999	No Change
Target Pro 66 Concrete Saw	2005	Purchased	\$16,100	No Change
Elgin Pelican Street Sweeper	2007	Purchased	\$107,000	No Change
Wacker Asphalt Roller	2007	Purchased	\$32,000	No Change
2-ton International Dump Truck	1998	Purchased	\$71,927	No Change
Trafcon Arrowboard	2007	Purchased	\$15,000	No Change
Ingersol-Rand Air Compressor	1998	Purchased	\$10,000	Sold
Vari-Tech Brine Trailer	2007	Purchased	\$4,670	No Change
Vari-Tech Brine Trailer	2007	Purchased	\$4,670	No Change
Vactron VAC394	2007	Purchased	\$37,490	No Change
Dura Patch Hot Patch	2007	Purchased	\$57,000	No Change
B&B Tilt Flatbed Trailer	2005	Purchased	\$11,600	No Change
Sullair 185 DPQ Air Compressor	2008	Purchased	\$11,595	No Change

Street Finance Report for Cedar Falls 2020

Description	Model Year	Usage Type	Cost	Purchased Status
Sign Truck Ford	2007	Purchased	\$34,740	No Change
2-Ton Freightliner Dump Truck	2010	Purchased	\$121,439	No Change
Warnco Arrowboard	2008	Purchased	\$15,000	No Change
International Truck 7400	2019	Purchased	\$150,299	No Change
Ford Street Flusher	1983	Purchased	\$20,980	No Change
2-ton Freightliner dump truck w/plow/box sander PW03158	2016	Purchased	\$139,759	No Change
1-ton Dump Truck	2005	Purchased	\$23,960	No Change
1-ton Dump Truck	2004	Purchased	\$23,763	No Change
2-ton Freightliner Dump Truck	2004	Purchased	\$46,525	No Change
Crafco Crack Sealer	2004	Purchased	\$16,500	Sold
Chevrolet Express 3500	2014	Purchased	\$26,800	No Change
Intn'l CrewCab Crack Seal Compressor/Truck	1986	Purchased	\$27,747	Sold
John Deere 672 Grader	2002	Purchased	\$131,806	No Change
John Deere 2355 Tractor-Mower	1989	Purchased	\$18,000	No Change
John Deere 310 Backhoe	1996	Purchased	\$28,400	No Change
John Deere 570A Grader	1986	Purchased	\$91,500	No Change
Pro Patch Hotpatch - Freightliner PW03126	2015	Purchased	\$126,557	No Change
John Deere 544H Loader	2002	Purchased	\$80,401	No Change
2-ton International Dump Truck	1998	Purchased	\$63,516	Sold
John Deere 544E Loader	1992	Purchased	\$69,100	No Change
2-ton International Dump Truck	2001	Purchased	\$41,975	Sold
2-ton International Dump Truck	1992	Purchased	\$42,236	Sold
2-ton International Dump Truck	1992	Purchased	\$42,236	No Change
2-ton International Dump Truck	1992	Purchased	\$42,236	No Change
2-ton International Dump Truck	1992	Purchased	\$42,236	No Change
John Deere 544E Loader	1989	Purchased	\$46,500	No Change
Hook Truck - Freightliner Chassis	1997	Purchased	\$9,100	No Change
Bobcat T4 Skidsteer S770	2018	Purchased	\$37,595	No Change
2-Ton International Dump Truck	2020	Purchased	\$158,248	New
End Loader - John Deere 544L	2019	Purchased	\$152,500	New
1-Ton Ford F550 Dump Truck	2020	Purchased	\$88,513	New
Crack Sealer / Compressor (PW003196)	2019	Purchased	\$72,839	New

Street Finance Report for Cedar Falls 2020

Project Description	Contract Price	Final Price	Contractor Name
University Avenue Phase I	\$13,824,462	\$13,705,826	Cunningham Construction
University Avenue Phase II	\$10,331,393	\$9,621,544	Peterson Contractors, Inc.
University Avenue Phase III	\$3,468,334	\$3,563,812	Peterson Contractors, Inc.
W 20th Street Bridge Replacement	\$820,727	\$804,841	Peterson Contractors, Inc.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 20, 2020
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Barbara & Walter Dekock
1015 Clay Street
Cedar Falls, IA 50613

189.86
0.00 2020 (fees)
\$189.86 Total owed

Property address: 1122 W. 22nd St., CF
Parcel #8914-14-430-001

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

BARBARA K. DE KOCK

TO THE ABOVE-NAMED PERSON(S): Barbara K. De Kock

PROPERTY DESCRIPTION: 1122 West 22nd Street, Cedar Falls, Iowa
Black Hawk County Parcel #8914-14-430-001

LEGAL DESCRIPTION OF PROPERTY: Arthur P Cottons Addition, Lot 7,
Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 1122 West 22nd Street pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **September 21, 2020**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 
Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION ON THE PROPERTY LOCATED AT 1122 WEST 22ND STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-14-430-001

WHEREAS, it was determined that the property located at 1122 West 22nd Street, being legally described as Arthur P Cottons Addition, Lot 7, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-430-001, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1122 West 22nd Street (Parcel ID 8914-14-430-001) to be mowed and cleared of overgrown vegetation, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to clean up the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation on the above-described property, in the amount of \$189.86, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Arthur P Cottons Addition, Lot 7, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-14-430-001

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of September, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, 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
www.cedarfalls.com

August 3, 2020

Barbara & Walter DeKock
1015 Clay Street
Cedar Falls, IA 50613

Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 1122 W. 22nd St. on 6/16/20 for \$189.86, as well as late fees of \$0.00 for a total amount due of \$189.86. **If no payment is received by August 17, 2020 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

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

(319) 273-8600

DATE: 7/31/20

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	4/30/20	BEGINNING BALANCE			1,327.37
	5/19/20	PAYMENT			350.00-
CEMOW	6/19/20	MOWED LAWN ON: 06/16/20 PER ORDINANCE 17-246&247 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#16111 CODE ENFORCEMENT	36768	7/20/20	189.86
					\$142.50
					\$47.36
CEPTY	6/30/20	**** Collection **** DEKOCK, BARBARA & WALTER			977.37-
CEMOW	7/28/20	MOWED LAWN ON: 7/22/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16211 CODE ENFORCEMENT LOCATION: 216 IOWA STREET PARCEL ID# 8914-12-159-008	36809	8/27/20	107.54
					\$71.25
					\$36.29

CONTINUED ON NEXT PAGE...

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

(319) 273-8600

DATE: 7/31/20

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------------------	------------	----------	--------------

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
107.54	189.86		

DUE DATE: 8/31/20

PAYMENT DUE: 297.40
TOTAL DUE: \$297.40

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/20 DUE DATE: 8/31/20 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$297.40

INVOICE

Item 16.

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

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 36768
DATE: 6/19/20

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 06/16/20 PER ORDINANCE 17-246&247 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#16111 CODE ENFORCEMENT	189.86	189.86
			\$142.50
			\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$189.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/19/20 DUE DATE: 7/20/20
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 36768
TERMS: NET 30 DAYS

AMOUNT: \$189



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 6/3/2020 Case # 20-0275-GRSS
PROPERTY RESIDENT: Barbara K De Kock
PROPERTY ADDRESS: 1122 W 22nd St
Property Owner Name: Barbara K De Kock
Property Owner Address: 1015 Clay St
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

ARTHUR P COTTONS ADDITION ALL LOT 7 EXC S 25.25 FT

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/10/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: IACF 11-297(a)(19) Un-mowed Grass or Weeds, For un-mowed grass or weeds, in violation of section 17-246 of this code., 6/10/2020

Table with 3 columns: Citation Points, Abatement Action, Pointed Assessed. Row 1: Citation Points, Mow tall grass and weeds on the property., Pointed Assessed

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long horizontal flourish extending to the right.

Officer Greg Rekward
Code Enforcement Officer











DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 20, 2020
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Matthew & Christine Porter
234 Clark Drive
Cedar Falls, IA 50613

	118.61	
	<u>1.78</u>	2020 (fees)
	\$120.39	Total owed
		Property address: 234 Clark Dr., CF
		Parcel #8914-14-202-025

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

MATTHEW J. PORTER
CHRISTINE A. PORTER

TO THE ABOVE-NAMED PERSON(S):	Matthew J. Porter Christine A. Porter
PROPERTY DESCRIPTION:	234 Clark Drive, Cedar Falls, Iowa Black Hawk County Parcel #8914-14-202-025
LEGAL DESCRIPTION OF PROPERTY:	Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 234 Clark Drive pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **September 21, 2020**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk’s office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 
Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 234 CLARK DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8914-14-202-025

WHEREAS, it was determined that the property located at 234 Clark Drive, being legally described as Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-202-025, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 234 Clark Drive (Parcel ID 8914-14-202-025) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$120.39, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-14-202-025

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of September, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, 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
www.cedarfalls.com

August 3, 2020

Matthew & Christine Porter
234 Clark Drive
Cedar Falls, IA 50613

Dear Matthew & Christine Porter,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 6/24/20 for \$118.61, as well as late fees of \$1.78 for a total amount due of \$120.39. **If no payment is received by August 17, 2020 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig", is written over a circular stamp or seal.

Andrea Ludwig
Financial Clerk

Enclosure

Item 17.

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

(319) 273-8600

DATE: 7/31/20

TO: MATTHEW & CHRISTINE PORTER
234 CLARK DRIVE
CEDAR FALLS, IA 50613

CUSTOMER NO: 5506/5506

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------	-------------	------------	----------	--------------

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
1.78	118.61		

DUE DATE: 8/31/20

PAYMENT DUE: 120.39
TOTAL DUE: \$120.39

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/20 DUE DATE: 8/31/20 NAME: PORTER, MATTHEW & CHRISTINE
CUSTOMER NO: 5506/5506 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$120.39

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

(319) 273-8600

DATE: 7/31/20

TO: MATTHEW & CHRISTINE PORTER
234 CLARK DRIVE
CEDAR FALLS, IA 50613

CUSTOMER NO: 5506/5506

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	10/31/19	BEGINNING BALANCE			240.92
GFFIN	11/27/19	FINANCE CHARGE-GEN FUND			3.56
GFFIN	12/31/19	FINANCE CHARGE-GEN FUND			3.56
CEMOW	12/31/19	**** Collection **** PORTER, MATTHEW & CHRISTI			237.36-
GFFIN	12/31/19	**** Collection **** PORTER, MATTHEW & CHRISTI			3.56-
GFFIN	1/31/20	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			3.56-
GFFIN	1/31/20	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			3.56-
CEMOW	6/29/20	MOWED LAWN ON: 06/24/20 PER ORDINANCE 17-246&247	36781	7/29/20	118.61
		PROFESSIONAL LAWN CARE INV.#16112			\$71.25
		CODE ENFORCEMENT			\$47.36
GFFIN	7/31/20	FINANCE CHARGE-GEN FUND		8/31/20	1.78

CONTINUED ON NEXT PAGE...

INVOICE

Item 17.

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

(319) 273-8600

TO: MATTHEW & CHRISTINE PORTER
234 CLARK DRIVE
CEDAR FALLS, IA 50613

INVOICE NO: 36781
DATE: 6/29/20

CUSTOMER NO: 5506/5506

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 06/24/20 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#16112 CODE ENFORCEMENT	118.61	118.61
			\$71.25
			\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$118.61

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/29/20 DUE DATE: 7/29/20
CUSTOMER NO: 5506/5506

NAME: PORTER, MATTHEW & CHRISTINE
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 36781
TERMS: NET 30 DAYS

AMOUNT: \$118.61



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 6/11/2020 Case # 20-0293-GRSS
PROPERTY RESIDENT: Matthew J Porter, Christine A Porter
PROPERTY ADDRESS: 234 Clark Dr
Property Owner Name: Matthew J Porter, Christine A Porter
Property Owner Address: 234 Clark Dr, Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

WESTWOOD HEIGHTS ADDITION LOT 64

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/18/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Table with 3 columns: Code Section, Nature of the Violation, Comply By, Citation Points, Abatement Action, Pointed Assessed. Row 1: IACF 11-297(a)(19) Un-mowed Grass or Weeds, For un-mowed grass or weeds, in violation of section 17-246 of this code., 6/18/2020, Citation Points, Mow tall grass and weeds on the property., Pointed Assessed

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long horizontal flourish extending to the right.

Officer Greg Rekward
Code Enforcement Officer



Item 17.









DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: August 20, 2020
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

David Bushby
2013 Maplewood Drive
Cedar Falls, IA 50613

1756.94
26.35 2020 (fees)
\$1783.29 Total owed

Property address: 2013 Maplewood, CF
Parcel #8913-19-251-011

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

DAVID BUSHBY

TO THE ABOVE-NAMED PERSON(S): David Bushby

PROPERTY DESCRIPTION: 2013 Maplewood Drive, Cedar Falls, Iowa
Black Hawk County Parcel #8913-19-251-011

LEGAL DESCRIPTION OF PROPERTY: Laurel Heights Addition, Lot 39,
Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 2013 Maplewood Drive pursuant to City of Cedar Falls Ordinance Section 17-247. This matter is currently set on the Cedar Falls City Council agenda for **September 21, 2020**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION ON THE PROPERTY LOCATED AT 2013 MAPLEWOOD DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8913-19-251-011

WHEREAS, it was determined that the property located at 2013 Maplewood Drive, being legally described as Laurel Heights Addition, Lot 39, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-19-251-011, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2013 Maplewood Drive (Parcel ID 8913-19-251-011) to be mowed and overgrown vegetation cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation on the above-described property, in the amount of \$1,783.29, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Laurel Heights Addition, Lot 39, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8913-19-251-011

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 21st day of September, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, 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
www.cedarfalls.com

August 3, 2020

David Bushby
2013 Maplewood Drive
Cedar Falls, IA 50613

Dear David Bushby,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing and tree removal on 6/26/20 for \$1756.94, as well as late fees of \$26.35 for a total amount due of \$1783.29. **If no payment is received by August 17, 2020 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

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

(319) 273-8600

DATE: 7/31/20

TO: DAVID BUSHBY
2013 MAPLEWOOD DRIVE
CEDAR FALLS, IA 50613

CUSTOMER NO: 5347/5347

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	9/28/18	BEGINNING BALANCE			844.29
GFFIN	10/31/18	FINANCE CHARGE-GEN FUND			12.66
PMISC	10/31/18	**** Collection **** BUSHBY, DAVID			844.29-
GFFIN	11/30/18	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			12.66-
CEMOW	6/29/20	MOWED LAWN ON: 06/26/20 PER ORDINANCE 17-246&247 MOWED LAWN, CUT DOWN VOLUNTARY TREES, OVERGROWTH AND REMOVE BUSH PILES PROFESSIONAL LAWN CARE INV.#16114 CODE ENFORCEMENT	36780	7/29/20	1,756.94 \$1567.50 \$189.44
GFFIN	7/31/20	FINANCE CHARGE-GEN FUND 1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER 30 DAYS		8/31/20	26.35
		CURRENT	30 DAYS	60 DAYS	90 DAYS
		26.35	1756.94		

DUE DATE: 8/31/20

PAYMENT DUE: 1,783.29
TOTAL DUE: \$1,783.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/20 DUE DATE: 8/31/20 NAME: BUSHBY, DAVID
CUSTOMER NO: 5347/5347 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$1,783.29

INVOICE

Item 18.

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

(319) 273-8600

TO: DAVID BUSHBY
 2013 MAPLEWOOD DRIVE
 CEDAR FALLS, IA 50613

INVOICE NO: 36780
 DATE: 6/29/20

CUSTOMER NO: 5347/5347

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 06/26/20 PER ORDINANCE 17-246&247 MOWED LAWN, CUT DOWN VOLUNTARY TREES, OVERGROWTH AND REMOVE BUSH PILES PROFESSIONAL LAWN CARE INV.#16114 CODE ENFORCEMENT	1,756.94	1,756.94
			\$1567.50
			\$189.44

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
 30 DAYS

TOTAL DUE: \$1,756.94

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/29/20 DUE DATE: 7/29/20
 CUSTOMER NO: 5347/5347

NAME: BUSHBY, DAVID
 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS IA 50613

INVOICE NO: 36780
 TERMS: NET 30 DAYS

AMOUNT: \$1,756.94



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 6/2/2020 Case # 20-0269-GRSS
PROPERTY RESIDENT: David Bushby
PROPERTY ADDRESS: 2013 Maplewood Dr
Property Owner Name: David Bushby
Property Owner Address: 2013 Maplewood Dr
Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

LAUREL HEIGHTS ADDITION LOT 39 & EASE

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/9/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Removal of all, Volunteer weeds, trees and brush from property. Including the west side of the property, that is overgrown with trees, brush and weeds.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: IACF 11-297(a)(19) Un-mowed Grass or Weeds, For un-mowed grass or weeds, in violation of section 17-246 of this code., 6/9/2020

Table with 3 columns: Citation Points, Abatement Action, Pointed Assessed. Row 1: Mow tall grass and weeds on the property.

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekwart', with a long, sweeping underline.

Officer Greg Rekwart
Code Enforcement Officer

Professional Lawn Care, LLC



Dennis Lickteig
 P.O. Box 1942
 Waterloo, Iowa 50704
 Phone (319) 233-3942
 Prolawn@mchsi.com



Item 18.

Snow Removal
 Salt & Sand
 Parking Lots
 Hauling Snow
 Irrigation Repair

City of Cedar Falls Dept. of Public Works
 2200 Technology Parkway
 Cedar Falls, IA 50613
 319-273-8629

Garden Tilling
 Power Raking
 Hedge Trimming
 Tree Pruning
 Weed Mowing
 Lawn Mowing
 Garden Plowing
 Fall Clean up
 Vacuum Leaf Raking

Date

Invoice Number 16114

6/26/2020	Code Enforcement mowing at 2013 Maple Wood 16.5 Hour at \$95.00 per hour	\$1,567.50
	Cutting down voluntary trees, over growth, removing bush piles,	
	1 guys was there from 8:30 am to 10 am= 1.5 hours	
	5 guys was there from 8:30 am to 11:30 am= 5 X 3 Hours =15 hours	
	Greg was there the whole time over seeing the work that was done.	
Sum of Charges		\$1,567.50
Tax		\$0.00
Total		\$1,567.50

Thank You, We appreciate your Business

A Finance Charge is Computed on a periodic rate of 2% per month which is an ANNUAL PERCENTAGE RATE of 24% on any previous balance not paid by the 10th of the month following service (Minimum Charge - \$.50 per month)

Jun 26, 2020 at 9:17:15 AM

Item 18.

2013 Maplewood Dr
Cedar Falls IA 50613
United States



Jun 28, 2020 at 4:54:35 AM
2013 Maplewood Dr
Cedar Falls IA 50613
United States

Item 18.



Jun 28, 2025 at 9:03:03 AM

Item 18.

2013 Maplewood Dr
Cedar Falls IA 50613
United States





Jun 26, 2020 at 10:20:35 AM

Item 18.

2013 Maple

Cedar Falls, IA 50613

United States







DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM

TO: Mayor Robert M Green and City Council
FROM: Kim Manning
DATE: September 18, 2020



SUBJECT: iDSS Customer Relationship Management Software

The Visitors and Tourism Division is in need of a Customer Relationship Management tool (CRM) and iDSS has been identified as the best solution. This product will help us organize contact details, distribute leads, and track events and other projects. It will also expose us to best practices for meeting and event marketing allowing us to compete more effectively with other destinations as we work to restore business and recover from COVID-19.

Why now? It is true that COVID is impacting our income, and now is the time to make this investment for two reasons.

1. Support for our current database, ACT, expires November 30, 2020. The update they offer is a cloud-based subscription like iDSS but they do not offer customized reports or mass email and provide little to no support.
2. Our community is growing and we have new product to sell. With our new focus on proactively seeking meetings and events, it makes sense to manage these efforts using a new database rather than waiting to upgrade later.

Why iDSS? Dan Jaeger, Pat Williams and I reviewed several options including ACT, Simpleview, and others. We selected iDSS because it is specialized to destination marketing organizations and offers unlimited log-in licenses, cloud-based mobile access that requires little from our IT division, and robust customer service and training. They also come highly recommended by several other Iowa destinations.

The cost is a one-time set up fee of \$3,000 and a \$6,000 annual fee. This expense was not anticipated when we put our FY21 budget together last October so I plan to reduce spending in the Promotional Items account from \$5,000 to \$3,000 and reduce the Gift Shop account from \$7,000 to \$3,000. This makes the \$6,000 subscription fee available. I intend to pull the \$3,000 set up fee from reserves since this is a one-time expense and an opportunity designed to make us more efficient and effective. We have intentionally built a reserve for use in challenging times and/or for special opportunities. In my

opinion, this project reflects both.

Please approve this purchase. Agreement documents have been reviewed and approved by Kevin Rogers.

Thank you.

Cc: Stephanie Houk Sheetz

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between Tempest, 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.

24.1 Initial Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date (the "Initial Term").

24.2 Automatic Renewal. As stated in the Statement of Work, this Agreement shall automatically renew for an additional three (3) years upon the expiration of the Initial Term (each a "Renewal Term"), unless this Agreement is terminated.

24.3 Notice of Non-Renewal. This Agreement shall automatically renew under Section 24.2 unless either party gives written notice of its intention to terminate and not renew this Agreement no later than ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term.

24.4 Anti-Spam Policy. The city agrees to abide by the Anti-Spam Policy outlined in Exhibit D.

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: Kim Manning

Name: Mark Lynch

Title: Visitors, Tourism and Cultural Programs Manager

Title: Chief Client Officer

Address: 6510 Hudson Road

Address: 30 South 15th Street, Suite 1001

Cedar Falls, IA 50613

Philadelphia, PA 19102

Telephone: 319-268-4266

Telephone: 800-274-8774

Email: kim@cedarfallstourism.org

Email: mark@tempest.im

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) _____

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

SCHEDULE A: iDSS CYCLONE STATEMENT OF WORK

EXHIBIT A

Background

This Statement of Work by and between City of Cedar Falls, IA (“Client”) and iDSS Global LLC (“Company,” a Member of Tempest, Inc.). The parties agree that this SOW, along with the General Terms and Conditions Service/Product Agreements and other Statements of Work incorporated by reference therein, form a binding agreement between the parties relating to all services to be provided by the Company.

Definitions

- a. “**Client Support**” means Company acknowledgement and response to telephone calls and emails from Client asking questions about iDSS Cyclone or requesting help in using iDSS Cyclone.
- b. “**Fees**” means the fees for the license to use the iDSS Cyclone and for the Services as set forth in the Fee Schedule.
- c. “**Go Live Date**” means the point in time where Onboarding services are complete, iDSS Cyclone has been configured and enabled and is ready for the Client to use. The Go Live Date will be established by the Company in the Go Live Date Agreement referred to below under iDSS Cyclone Subscription Fee.
- d. “**Standard Reports**” means the standard reports available in the iDSS Cyclone for use by Client.
- e. “**Users**” means anyone logging into and using the iDSS Cyclone.
- f. “**Email Credit**” means one email credit is equal to one email sent to one email recipient from iDSS Cyclone through the iDSS Email Campaigns Feature.
- g. “**iDSS Legacy Version**” means iDSS Version 8 or other prior versions.
- h. “**iDSS Cyclone**” means iDSS Cyclone Version 1.



SCHEDULE C: GO LIVE DATE AGREEMENT

Background

iDSS Global LLC ("Company," a Member of Tempest, Inc.) as Company and City of Cedar Falls, IA as Client executed the SOW dated as of MM/DD/YYYY SOW EFFECTIVE DATE.

Because the GO LIVE DATE is a dynamic event, this Schedule C will memorialize the actual Go Live Date the Client commences use of iDSS, which will then become the SOW Effective Date.

The SOW states this document shall be delivered and executed upon establishment of Go Live Date. This Go Live Date Agreement shall become part of the SOW.

The Client and Company agree as follows:

1. **Go Live Date.** The Go Live Date of this SOW is _____.
2. **Initial Term.** The end of the Initial Term of this SOW is _____.
3. **Renewal Terms.** This SOW will automatically renew unless either party gives written notice of its intention to terminate and not renew this agreement no later than ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term.

Please sign in the appropriate location below, and return the signed SOW to us by fax or mail.

City of Cedar Falls, IA
6510 Hudson Road
Cedar Falls, IA 50613

iDSS Global, LLC. (A Member of Tempest, Inc.)
30 S. 15th St. Suite 1001
Philadelphia, PA 19102

Printed Name

Printed Name

Title / Position

Title / Position

Signature

Signature

Date

Date



FEE SCHEDULE

EXHIBIT B

ONBOARDING SERVICES

SETUP AND CONFIGURATION OF CLIENT IDSS CYCLONE INSTANCE	INCLUDED
DATA MIGRATION AND TRANSFORMATION	INCLUDED
Go-Live TRAINING - onsite *for onsite training, travel expenses will be billed to the client at cost	INCLUDED
TRAINING - webinar training	INCLUDED
TOTAL ONBOARDING COST	\$3,000.00

ONGOING COSTS (recurring on a yearly basis)

iDSS CYCLONE SUBSCRIPTION FEE (Annualized)	\$6,000.00
TOTAL ONGOING COSTS	\$6,000.00



PROFESSIONAL SERVICES

CONSULTING SERVICES	\$125.00/hour
CUSTOM REPORT AND REPORT DEVELOPMENT SERVICES	\$125.00/hour
CUSTOM FEATURE AND INTEGRATION DEVELOPMENT SERVICES	\$125.00/hour
CREATIVE AND DESIGN SERVICES	\$125.00/hour
DATA UPDATE, TRANSFORMATION AND CLEANSING SERVICES	\$125.00/hour
EMAIL CREDITS	\$.009/credit
ONSITE TRAINING	\$1,000 per trainer per day



Onboarding Services Fee

- a. **Fee Description.** This is a one-time only, non-refundable fee for Onboarding Services listed in the Scope of Services in this SOW for Onboarding.
- b. **Payment Terms.** \$1,500.00 (first half of Onboarding Fee) will be paid as a down payment upon executing this SOW. The remaining \$1,500.00 (last half of Onboarding Fee) will be billed and due at the Go Live Date. The iDSS Cyclone ongoing Subscription Fee \$6,000.00 will be billed in mutually acceptable instances (Monthly, Quarterly, Bi=Annually, Annually).
- c. **Setup and Configuration of Client iDSS CRM Instance.** Company will configure the iDSS Cyclone instance in preparation for client use.
- d. **Data Migration and Transformation.** Company will migrate Client data to iDSS Cyclone from other sources, provided that the Client has identified in writing, to the satisfaction of Company, the data source or sources to be accessed and the specific data the Client wishes to migrate to iDSS Cyclone and Company has determined that migration of the data is feasible.
- e. **Onsite Training.** If an onsite Training is included as part of Onboarding, Company will provide training to Client's staff at Client's business location covering the features, use and other information regarding iDSS Cyclone. Client shall reimburse Company for any Travel Related Expenses and out-of-pocket expenses pursuant to section 2.1 in the MSA. Limitation on Training - Each training session is limited to 10 staff members per trainer.
- f. **Travel Expenses.** Client shall reimburse Company for any Travel Related Expenses and out-of-pocket expenses related to this SOW pursuant to section 2.1 in the MSA.
- g. **Onboarding Services After Go Live Date.** Client Requested Services related to the Onboarding Services in Scope of Services in this SOW will be included in the Onboarding Services Fee for twenty (20) business days after Go Live Date.

iDSS Cyclone Subscription Fee

- a. **iDSS Cyclone Subscription Fee.** Through payment of this fee, the Client has the right to continued use of iDSS Cyclone during the Initial term and any Renewal Term. This fee includes regular upgrades and client support. The iDSS Cyclone fee is locked in for the Initial Term period with the exception of adding users. Company shall send an invoice for iDSS Cyclone Subscription Fee at the Go Live Date. iDSS Cyclone Subscription Fees will be billed in advance of the Go Live Date anniversary for each year.
 - i. **Go Live Date Agreement.** Prior to the Go Live Date, Company shall send Client the Go Live Date Agreement form stating the Go Live Date, the updated term of the subscription, agreement, and renewal terms. Client agrees that Client's authorized representative shall sign the Go Live Agreement form acknowledging and consenting to the Go Live Date, the updated term of the subscription, agreement, and renewal deadlines. A copy of the Go Live Date Agreement is attached to this SOW as Schedule C.



Professional Services

Company provides the following professional services beyond the scope of this SOW at the rates outlined in the fee schedule.

- a. **Consulting Services.** Company offers best practice consulting to assist Client in streamlining processes, auditing internal processes, and reinforcing best practices. Company offers this additional professional service at the rate outlined in the fee schedule. This service can be performed on-site with a minimum of eight (8) hours and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses per the Master Service Agreement, Section 2.1. This service can also be performed remotely, billable by the hour with a minimum of four (4) hours.
- b. **Custom Report Development Services.** Company makes available a wide variety of standard reports included in iDSS Cyclone. Company may also prepare custom reports if Client requests at their expense. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin development of the report upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.
- c. **Custom Feature and Integration Development Services.** Company offers this additional professional service at the rate outlined in the fee schedule. If the requested feature is a possible customization, Company will begin customizing the feature upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.
- d. **Creative and Design Services.** Company offers additional Creative and Design services beyond what is covered in the Scope Of Services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the Creative and Design services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.
- e. **Data Update, Transformation, and Cleansing Services.** Company offers additional Data Updates, Transformation and Cleansing services beyond what is covered in the scope of services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the data update, transformation and cleansing services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.
- f. **Email Credits.** iDSS Cyclone includes the iDSS Email Campaigns feature that allows users to design and distribute email campaigns. Email Credits can be purchased in blocks of 50,000 Email Credits at the rate outlined in the fee schedule. Email overage charge of \$.0125 per email credit will be assessed if insufficient email credits are available at the time of email campaign delivery. Licensing of this feature requires agreement to Schedule B: Anti Spam Policy.
- g. **Onsite Training.** Company offers additional onsite training beyond what is covered in the scope of services in this SOW. Company offers this additional onsite training at the rate outlined in the fee schedule. Additional training can be performed onsite with a minimum of one (1) day and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses per the Master Service Agreement, Section 2.1.



SCOPE OF SERVICES

SCOPE OF SERVICES

ONBOARDING SERVICES

SETUP AND CONFIGURATION OF CLIENT iDSS CYCLONE INSTANCE	INCLUDED
DATA MIGRATION AND TRANSFORMATION - migration and transformation of existing client data from ACT!	INCLUDED
CUSTOM REPORT DEVELOPMENT SERVICES - development of 1 custom report, if necessary.	INCLUDED
Go Live-TRAINING - onsite *for onsite training, travel expenses will be billed to the client at cost	INCLUDED
TRAINING - webinar training	INCLUDED
iDSS CYCLONE CORE SUBSCRIPTION (including iDSS Email Campaigns (10,000 annual Email Credits, iDSS Extranet)	INCLUDED





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2020

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

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

PRODUCER Wharton/Lyon & Lyon PO Box 1660 Livingston NJ 07039		CONTACT NAME: R. Ivette Aponte PHONE (A/C, No., Ext): 973-863-2820 E-MAIL ADDRESS: iaponte@whartoninsurance.com		FAX (A/C, No): 9739926660	
License#: BR-787709 TEMPINT-01		INSURER(S) AFFORDING COVERAGE INSURER A : Continental Casualty Company		NAIC # 20443	
INSURED Tempest Interactive Media LLC., Tempest, Inc., iDSS Global LLC, & Destination Sign 30 S. 15th Street, Suite 1001 Philadelphia PA 19102		INSURER B : CNA INSURER C : INSURER D : INSURER E : INSURER F :			

COVERAGES **CERTIFICATE NUMBER: 400399495** **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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	B4031355889	1/26/2020	1/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B4031355889	1/26/2020	1/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B6046092784	1/26/2020	1/26/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A	E&O Professional Employee Liability			B4031355889 B4031355889	1/26/2020 1/26/2020	1/26/2021 1/26/2021	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is subject to policy terms, conditions, and exclusions.
 The City of Cedar Falls, including all its elected and appointed officials, all it employees and volunteers, are included on a primary and non --contributory basis form no. CNA801103XX and waiver of subrogation with respect to work performed by the named insured when required by a written and executed contract., as per form no. SB-146932F.
 Including 30 days notice of cancellation

CERTIFICATE HOLDER	CANCELLATION
City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Robert L. Sileno</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2020

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

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

PRODUCER Doug Jones Justworks c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME: Justworks Customer Success
	PHONE (A/C, No, Ext): (888) 534-1711 FAX (A/C, No):
E-MAIL ADDRESS: support@justworks.com	INSURER(S) AFFORDING COVERAGE
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: Tempest Interactive Media LLC PO Box 7119 Church Street Station New York, NY 10008-7119	INSURER A: American Zurich Insurance Company NAIC # 40142
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

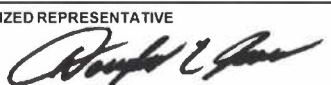
COVERAGES **CERTIFICATE NUMBER:** 20NY017966317 **REVISION NUMBER:**

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	WC 11-23-986-02	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2020	06/01/2021	Client# 27054-PA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided for only those co-employees of, but not subcontractors to:
 Tempest Interactive Media LLC
 30 S 15th Street Ste 1001
 Philadelphia, PA 19102

Endorsements: 30 days written cancel notice (10 days for non payment of premium)

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 
--	--

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	30

All other terms and conditions of this policy remain unchanged.

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: 09/14/2020 Policy No.: WC 11-23-986-02 Endorsement No:
 Insured: Justworks Employment Group LLC Labor Contractor, for co-employees of: Tempest Premium: \$
 Interactive Media LLC
 Insurance Company: American Zurich Insurance Company

WC 99 06 33

(Ed. 05-10) Includes copyrighted material of National Council on Compensation Insurance, Inc. with its permission.

ANTI-SPAM POLICY

EXHIBIT D

Company requires all clients to certify their compliance with the following Anti-Spam policy as well as the opt-in status of email distribution lists.

Your use of the iDSS Cyclone must comply with all applicable laws. This includes laws applicable to you and also laws applicable to Tempest and the recipient of each Email. Examples of applicable laws include laws relating to spam or unsolicited commercial email (UCE), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Services and the Emails you generate and send through the Services.

Your use of iDSS Cyclone must follow all applicable guidelines established by Company. The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the iDSS Email Campaigns:

- Using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails).
- Using purchased or rented Email lists.
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com).
- Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE).
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from your mailing list.
- Failing to comply with any request from a recipient to be removed from your mailing list within ten (10) days of receipt of the request.
- Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email.
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email.
- Failing to include in each Email your valid physical mailing address or a link to that information.
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.





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
Administration Division

TO: Mayor Green & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: September 14, 2020
SUBJECT: Western Home Communities 9th Addition – Early Occupancy Request
5324-5326 Lemongrass Dr. (Lot 11), 5404 Lemongrass Dr. (Lot 12),
5414 Lemongrass Dr. (Lot 13), 5424-5426 Lemongrass Dr. (Lot 14)

In August 2019, City Council approved the final plat for Western Home Communities Ninth Addition. Construction plans were approved by the Engineering Division in June 2019. Weather conditions in the fall and spring made it challenging to complete the road and infrastructure as timely as originally desired. Early occupancy for six units was granted in late July. There remain several areas of public improvements needed yet before the City can consider final acceptance of all improvements: sidewalks, cleaning manholes, intakes, and sewer lines, backfilling and grading areas. Therefore, Western Home Communities has submitted a second request for early occupancy for six additional units. This is permitted by the Subdivision Code, Section 24-54(e) and has occasionally been considered in other subdivisions.

In July, it was anticipated that remaining improvements would be completed for final acceptance to occur by September. However, items remain outstanding. A schedule of completion has been requested. The homes are accessible if an emergency situation were to arise.

Staff recommends approval of the request, subject to a schedule of completion as well as paved driveways for the units and installation of any needed SWPPP controls.





September 14, 2020

Western Home Communities
5307 Caraway Lane
Cedar Falls, IA 50613

Attn: Stephanie Sheetz
City of Cedar Falls – Community Development
220 Clay Street
Cedar Falls, IA 50613

Dear Ms. Sheetz and City Council members,

Western Home Communities respectfully requests early occupancy approval for six addresses remaining on the east side of Lemongrass Drive. The future occupants of these six had anticipated moving dates this month. We continue to work on outstanding items for final completion.

The addresses for which we are requesting September occupancy are as follows:

- 5324 Lemongrass Drive
- 5326 Lemongrass Drive
- 5404 Lemongrass Drive
- 5414 Lemongrass Drive
- 5424 Lemongrass Drive
- 5426 Lemongrass Drive

Please contact Mike Camarata, System Facility Services Officer, with questions and/or your response at 319-493-0523 or mike.camarata@westernhome.org. Thank you for your consideration on this matter.

A handwritten signature in black ink, appearing to read "Kris Hansen".

Kris Hansen, CEO
Western Home Communities



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
DATE: September 15, 2020
SUBJECT: Façade review of property in the Central Business District Overlay

REQUEST: Restoring the existing façade as per architectural historic significance.

PETITIONER: Modern Design Architects

LOCATION: 201 Main Street, Blue Room Lounge (Case # DR 20-004)

PROPOSAL

The architecture firm Modern Design Architects on behalf of their client Blue Room Lounge, owner of 201 Main Street is requesting a design review for renovation activity at 201 Main Street in the Central Business District (CBD) Overlay Zoning District.

BACKGROUND

The subject property is a two-story building built in year 1890 and is located within Cedar Falls Downtown Historic District, which was listed on the National Register of Historic Places in 2017. The National Bank Building was the original building that stood here before the Blue Room Lounge took over in 1958. The Blue Room Lounge is located on the southwest corner of Main and W. 2nd Streets. Blue Room Lounge is a two story commercial building with primary elevations facing Main Street and W. 2nd Street. Buildings overall visual character reflects 1958 renovation that stripped the 1876 Italianate elements from the building. The property is located in the 200 block of Main Street with entrance facing Main Street, (see image to the right).





Today, the exterior reflects 1972 alterations including a wood sheathing with wood shingle pent roof that runs the full length of the first floor, North elevation. Whereas, the storefront features a corner entrance with two medium sized display windows facing the Main Street. Also a vintage neon “Orange Crush/Blue Room Lounge” sign projecting over public sidewalk along the Main Street is another existing feature of this building. The petitioner proposes to restore/repair both existing façades on the North and East faces of the building, remove the existing mansard roof/awning projecting over public sidewalk along W. 2nd Street at 201 Main Street. All the renovation/restoration work will be carried out through grant from State Historic Tax Credit Program and the work will be done in conformance with the State Historic Tax Credit Program which will revive the building with 1950’s Architectural style.



The subject property is located within the C-3 Commercial District Zone (Section 26-172) and is also subject to the Central Business District Overlay District regulations. (Section 26-189). In this zone, any “substantial improvement” to an exterior façade, including removing exterior windows and the addition of new awnings, requires design review by the Planning and Zoning Commission and City Council. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

“Substantial improvement” includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.”

In this case, the proposal is to restore/repair North and East façade of the building at 201 Main Street, remove the existing mansard roof/awning project over public sidewalk along W 2nd Street and retain the existing projecting sign over the public sidewalk along Main Street. The Planning and Zoning Commission and City Council must review and approve the request as per the Central Business District Overlay Zoning District “Substantial Improvement” clause (Section 26-189(f))

ANALYSIS

The following is an evaluation of the proposed change according to the review standards in the Central Business District Overlay Zone:

1. Proportion: This criterion takes into account the relationship of the proposed horizontal

elements (such as cornice lines, awnings and canopies) and vertical elements (such as windows and doors) with the elements of adjacent buildings. Proposed alteration includes removing wooden sheathing and the wood shingle pent roof that runs the full length of the main floor along the north and west façade. This plan is to repair and revive the windows and worn out bricks along both the north and west facades. This proposed alteration would allow the building to resemble the one in year 1958. The proportion of the building will be more rhythmic with brick façade complemented with placement of vertical windows. The proportion of building along the Main Street will remain unaltered, except for a few repairs/replacement of worn out bricks. The proposed alteration of the subject property will be done as per State Historical Preservation Office guidelines and will be uniform with the surrounding buildings. **Criterion is met.**

2. Roof shape, pitch and direction: The roof of this building is not being structurally altered. **This criterion does not apply for this review.**
3. Pattern: The pattern of solid surfaces and openings needs to be considered in the alteration of a building. Elements of the building will be restored as per the original architecture of 1958. The vertical wooden siding along both north and west facades of the subject property, spanned across the main floor area will be removed and bricks and existing windows underneath will be restored and will be visible as the exterior material to viewers. All the bricks will be restored/ repaired as per the brick pattern that existed on the 1958 building façade. The pattern along the east façade facing Main Street will remain same except for a few repairs/replacement of worn out bricks. Proposed alteration would make the building look more uniform with surrounding context. **Criterion is met.**
4. Building Composition: The proposed design must provide visual interest and visually break up long building walls. The existing building composition is being altered by removal of wood sheathing with a projecting wood shingle pent roof that runs the full length of the first floor along the north and west façades. This removal will allow the building façade to take its historical architectural form of the 1950s, making the building composition more balanced and uniform with surrounding buildings. **Criterion is met.**
5. Windows and transparencies: The CBD overlay zoning district requires that any alteration to the size, proportion, and type of windows on a building be compatible with existing neighboring buildings. The Existing building composition is not being altered along the Main street façade but the existing building composition is being altered on the main level façade along W 2nd Street as per the original building design in 1958. Removal of wood sheathing with projecting wood shingle pent roof along north and west façade on main level will expose the view of brick patterns and windows currently covered underneath it. This alteration will allow the building to look more harmonious as it looked in 1958. Proposed alterations will not involve any new placement of windows along the facades and will ensure that the windows are transparent as per State Historic Preservation Office guidelines. **Criterion is met.**
6. Materials and textures: All material alterations to a building in the CBD overlay zoning district are required to be similar to or compatible with existing materials and textures of buildings in the immediate area. The applicant is proposing to repair/ replace worn out bricks over the north, west and east building facades of the subject property. The proposed alteration project will not include any new materials or textures being added on the building. Rather, the proposal would ensure that the building façade looks more uniform and aligns with the architecture style of neighboring buildings. **Criterion is met.**

7. Color: The proposal restores and repair existing bricks. The color tones of the bricks will more or less be the same and will look more uniform than the existing buildings which have different color tones of exterior bricks. The window frames will be painted (if needed) as per the existing color. No new exterior paint colors will be used for the alteration. The proposed colors along the facades of 201 Main Street will be compatible with the existing colors of the district. **Criterion is met.**
8. Architectural features: Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the area shall be considered in the construction or alteration of a building. The existing building composition is being altered to restore the architectural features of the building from the 1950s. This proposed alteration will revive not only the building façades but will also revive lost architectural features from the 1950s. **Criterion is met.**
9. Building entries: The entries into this building are not changing. **This criterion does not apply for this review.**
10. Exterior mural wall drawings, painted artwork, exterior painting: No mural is being proposed. **This criterion does not apply for this review.**
11. Signage: The applicant wishes to keep the original vintage neon “Orange Crush/Blue Room Lounge” sign projecting over public the sidewalk along Main Street as it is one of the historical features of this building. No new signage is being proposed at this time. **Criterion is met.**

The proposed alterations for the subject property at 201 Main Street will be done as per State Historical Preservation Office guidelines as the applicant has received a grant from the State Historic Tax Credit Program to carry out alterations and revive the building as per the 1950s architectural style. Alterations including removal of wood sheathing and the projecting wood shingle pent roof along the north and west façades on the main level, repair/revive the worn out bricks along north, west and east façades, and retain the existing vintage neon projecting sign along Main Street meet city code. If approved by the Planning and Zoning Commission, this item will be placed on the next regularly scheduled City Council meeting. If the City Council approves this request, the necessary permit will be issued for carrying out the alteration work.

TECHNICAL COMMENTS

No comments.

STAFF RECOMMENDATION

Planning and Zoning Commission recommend approval of the submitted design review application for Blue Room Lounge at 201 Main Street at their regular meeting on 9th September 2020 with a vote of 7 ayes and 0 nays. The Community Development Department also recommends approval of the submitted proposal to restore the facades at 201 Main Street.

PLANNING & ZONING COMMISSION

Discussion/Vote 09/09/2020	Chair Holst introduced the item and Mr. Atodaria provided background information. He explained that the building is located at 201 Main Street and a request has been made to restore and repair the facades of the building, remove the existing mansard roof and awning projecting over the sidewalk and preserve the projecting vintage neon sign. The restoration work would be
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carried out through a grant from the State Historic Tax Credit Program in conformance with the program. It will revive the building with the 1950's architectural style. Mr. Atodaria discussed the aspects considered in the analysis of the project and how the applicant plans to address each item. Staff recommends approval of the façade review.

Jim Trunnell, spoke for the owner, stating that the drawings are ready to submit to the building department and the form is filled out and ready to be turned in. The State Historic Office will not allow the neon sign to come down as it is intrinsic to the period significance. Mr. Leeper asked how much brick is anticipated to be saved as it is not all in the greatest condition. Mr. Trunnell stated that the goal is to save as much as they can once the brick is able to be examined. Mr. Schrad asked how the new bricks will match the old. Mr. Trunnell stated that there is a company out East that can manufacture a very close match to replace current bricks. It is estimated that 40 – 60% may be saved.

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



Planning & Zoning Commission
City of Cedar Falls
Cedar Falls, IA

RE: Blue Room Lounge

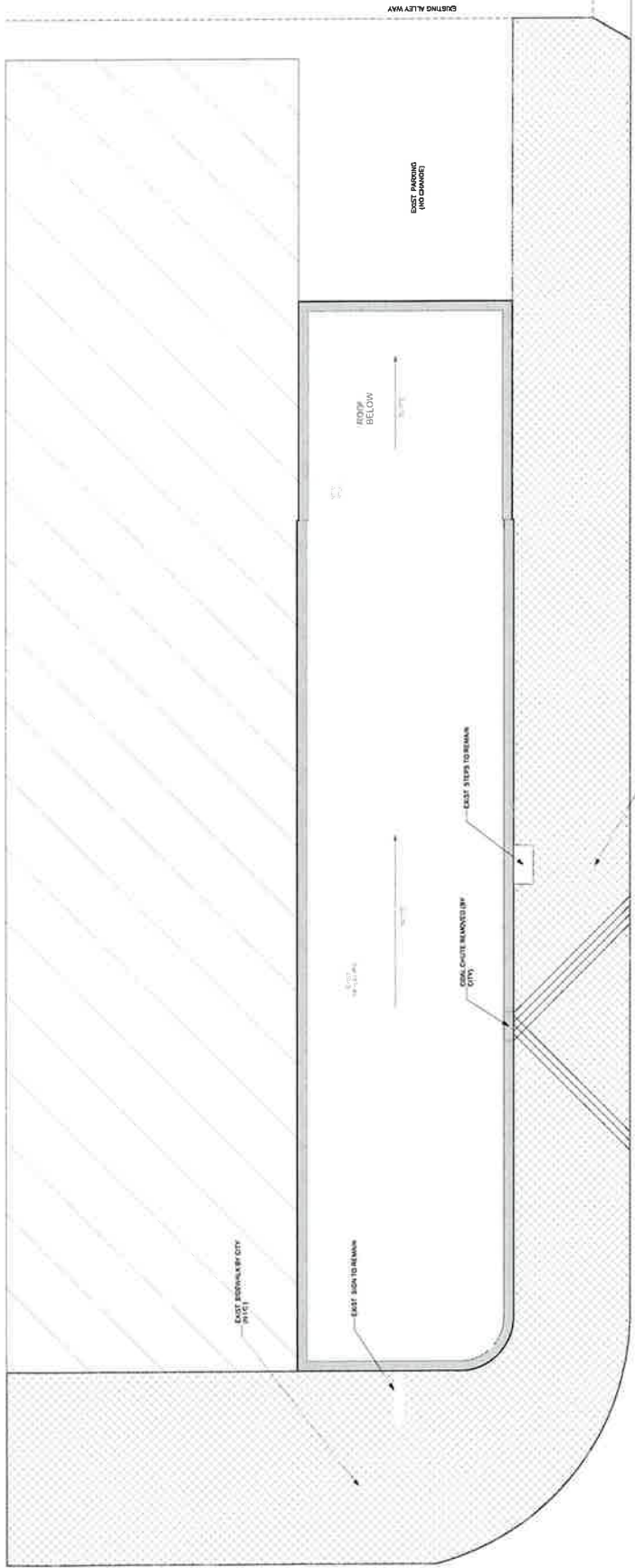
P&Z Commission,

Modern Design Architects of Janesville, Iowa is working with the ownership of the Blue Room Lounge on 201 E. Main St. Cedar Falls. As the building currently sits, the exterior facades on the North and East sides are in considerable states of disrepair. The plan for this project is to remove the existing mansard roof/awning on the North side of the building, along with the wood siding. The masonry will be either replaced or repaired. New aluminum storefront will take the place of the existing on the NE corner and East side. The original window openings on the first-floor level (currently covered by the wood siding) will have new aluminum clad wood windows installed in them. The "Orange Crush" sign will remain. Work is intended to start this fall.

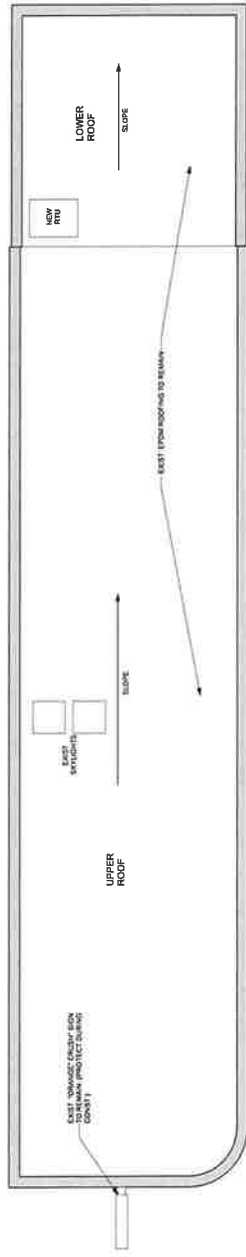
The overall appearance of the exterior will retain the "streamlined" and "modernized" look that the building had in the 1950's. This is due to a previous "architectural historian" declaring that the period of significance was the 1950's and not the late 1800's/early 1900's like the rest of downtown. The State of Iowa SHPO office had already accepted her declaration of significance and despite multiple attempts to change the period of significance from 1950 to 1900, the State has stayed steadfast in their decision.

The owner's (Howard Allen) representative is Tish Pines of Metro Rentals, 2117 Falls Ave. Waterloo, IA 50701. (319-236-1136)

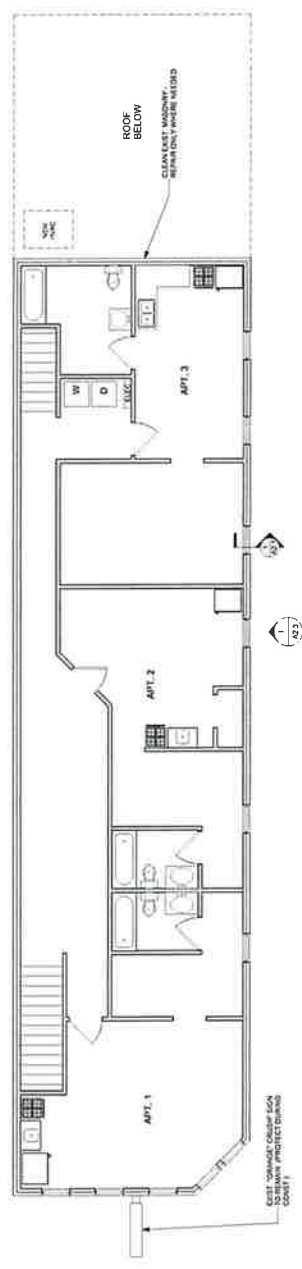
Jim Trunnell, AIA
Modern Design Architects
201 Main St.
Janesville, IA 50647
319-987-2101



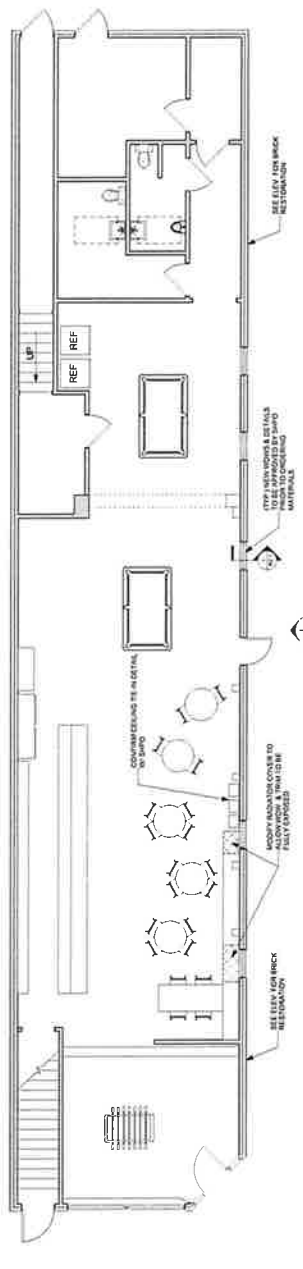
1 SITE PLAN
Scale: 3/16" = 1'-0"



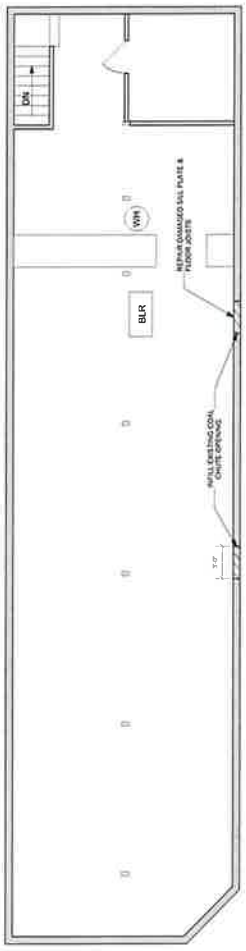
2 ROOF PLAN
Scale: 3/16" = 1'-0"



1 SECOND FLOOR PLAN
 Scale: 3/8" = 1'-0"



2 MAIN FLOOR PLAN
 Scale: 3/8" = 1'-0"



3 BASEMENT FLOOR PLAN
 Scale: 3/8" = 1'-0"

ISSUE NO.	DATE	DESCRIPTION
1		ISSUE NO. 1
2		ISSUE NO. 2
3		ISSUE NO. 3
4		ISSUE NO. 4
5		ISSUE NO. 5
6		ISSUE NO. 6
7		ISSUE NO. 7
8		ISSUE NO. 8
9		ISSUE NO. 9
10		ISSUE NO. 10

NO.	DATE	DESCRIPTION
1		ISSUE NO. 1
2		ISSUE NO. 2
3		ISSUE NO. 3
4		ISSUE NO. 4
5		ISSUE NO. 5
6		ISSUE NO. 6
7		ISSUE NO. 7
8		ISSUE NO. 8
9		ISSUE NO. 9
10		ISSUE NO. 10

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9		ISSUE NO. 9
10		ISSUE NO. 10

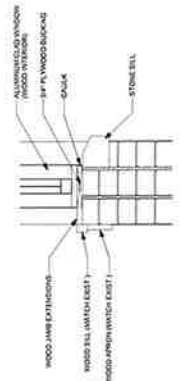
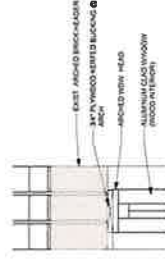
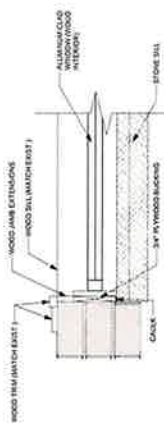
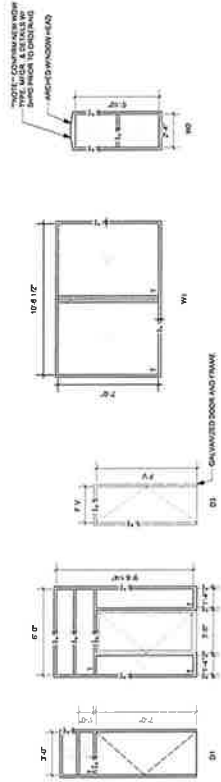
NO.	DATE	DESCRIPTION
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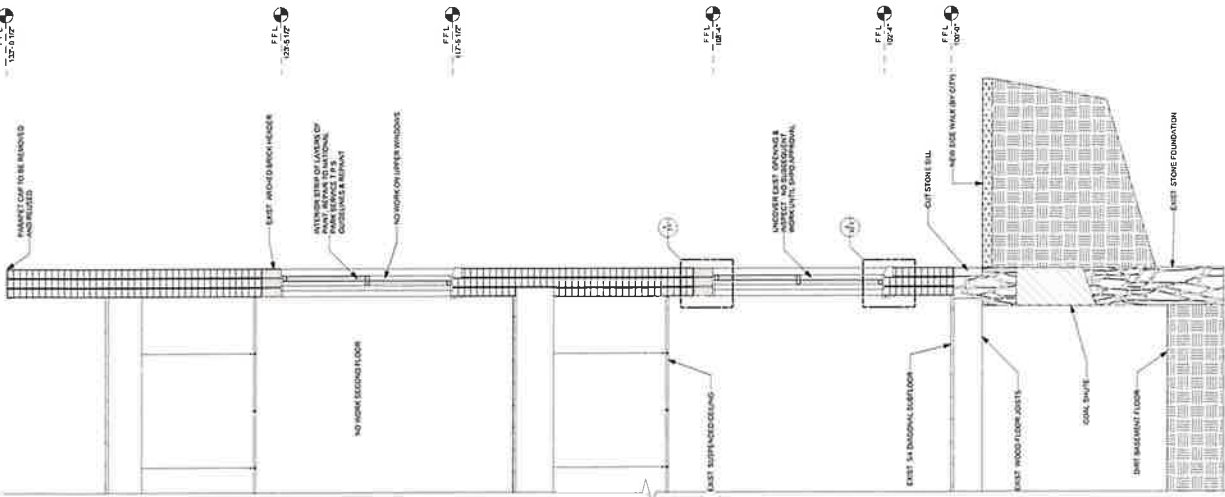
NO.	DATE	DESCRIPTION
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6		ISSUE NO. 6
7		ISSUE NO. 7
8		ISSUE NO. 8
9		ISSUE NO. 9
10		ISSUE NO. 10

OPENING SCHEDULE

NO.	TYPE	SIZE	FINISH	LOCATION
1	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
2	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
3	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
4	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
5	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
6	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
7	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
8	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
9	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
10	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
11	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
12	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
13	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
14	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
15	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
16	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
17	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
18	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
19	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY
20	DOOR	3'-0" x 7'-0"	GLASS	EXIST. ENTRY



1 WALL SECTION
Scale: 1/8" = 1'-0"





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 Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), Planner I
 Matthew Tolan, Civil Engineer II
DATE: September 15, 2020
SUBJECT: Chrisbro Subdivision Final Plat

REQUEST: Request to approve the Chrisbro Subdivision Final Plat. Case #FP 20-002

PETITIONER: Craig Christianson

LOCATION: The property is located on 12.18 acres of land at the northwest corner of Nordic Drive and Commerce Drive

PROPOSAL

The petitioner owns the 12.18 acre parcel at the northwest corner of Nordic Drive and Commerce Drive. The proposed subdivision will divide the existing lot into four commercial lots and two tracts to serve as detention basins.

BACKGROUND

The Lockard Pines subdivision was created in the summer of 2003. This subdivision is located at the northwest corner of Highway 58 and W. Ridgeway Avenue. Over the years, commercial development has expanded in this area, which includes the Super 8 Motel, Kwik Star, Farm Credit Services and Comfort Suites. One of the remaining lots in this subdivision was purchased by the petitioner in the spring of 2011. A site plan for a new Hilton hotel was reviewed by the Planning and Zoning Commission and City Council in 2011. In the fall of 2017, the Planning and Zoning Commission and City Council reviewed and approved a site plan for a conference center addition to the existing Hilton Garden Inn and a site plan for a second hotel on the property. Following that in summer 2019, preliminary plat for entire Chrisbro subdivision was reviewed and approved by Planning and Zoning Commission and City Council.

The petitioner intends to approve the final plat of the subdivision based on recently approved preliminary plat in 2019. The petitioner intends to split the existing 12.18 acre parcel into four (4) commercial lots and two (2) tracts for stormwater management. Lot 1 is reserved for the existing Hilton Garden Inn and Conference Center, Lot 2 is for the second hotel and Lots 3 & 4 will be developed for a commercial use. Site plan review for Lots 3 & 4 will be brought before the Planning and Zoning Commission at a later date. The proposed Chrisbro Subdivision is essentially a re-plat of Lot 3 of the Lockard Pines Addition.

ANALYSIS

The petitioner, Chrisbro Inc. proposes to approve the final plat of 12.18 acres of land at the northwest corner of Nordic Drive and Commerce Drive. The final plat includes four commercial lots and two tracts for stormwater management. The property is located in the HWY-1 commercial zoning district. Any development on these lots requires site plan review by the Planning and Zoning Commission and City Council. The site plan review process was completed for the two hotel projects on Lots 1 and 2. The future development for Lots 3 and 4 will be brought before the Planning and Zoning Commission and City Council at a later time.

Tracts A and B are reserved for stormwater detention for all the lots. Chrisbro will own these tracts and will be responsible for the maintenance and upkeep of these basins. There are no public improvements needed for these lots and all utility connections are private from the property line to the building. The Hilton Garden Inn is currently served with a 24-foot wide driveway from Nordic Drive and Commerce Drive. Access to both hotels and the future commercial businesses on Lots 3 and 4 will utilize these driveways.

The HWY-1 zoning district requires a 20-foot setback along Nordic Drive and Commerce Drive and along the north and west side of the plat. The current hotel on Lot 1 and the proposed hotel on Lot 2 satisfy these setback requirements. There are no setbacks required along the interior driveways and access ways into the site. However, the final plat indicates that there is a 20 feet setback along north and south of the private drive for Lot 3 and Lot 4. The setback along the north and west side of the plat include some steep slopes that were created during the grading of the site. The property owner has maintained these sloped areas in turf grass and mows it on a regular basis.

TECHNICAL COMMENTS

All the utilities and internal road connections within the subdivision are private. The placed internal infrastructure is able to serve the platted lots with access to public streets and Right-of-Way. All the placed utilities are available for development for the platted lots. The petitioner's engineer has submitted a storm water 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. Storm water is collected within the existing parking lots and private drives, captured into intakes, and placed into a private underground storm sewer network that empties into two detention basins identified as Tract A and B before entering the public storm sewer located along Nordic Drive and Commerce Drive. The sanitary sewer to this development is provided by a private underground sanitary sewer network to service each lot before connecting into the public sanitary sewer located along Commerce Drive. Additional utility connections for Lots 3 and 4 will be reviewed at a later date when those site plans are submitted to the City.

The property is located outside of the designated 100-year floodplain.

The platting documents including the Deed of Dedication, mortgage release, abstract of title documents and plat fees have been submitted.

STAFF RECOMMENDATION

The proposed Final Plat for Chrisbro Subdivision is consistent with the approved Preliminary Plat. Planning and Zoning Commission recommended approval of the submitted final plat for Chrisbro Subdivision at their regular meeting on 12th August 2020 with a vote of 8 ayes and 0 nays. The Community Development Department also recommends approval of this proposed final plat.

PLANNING & ZONING COMMISSION

Discussion & Vote
08/12/2020

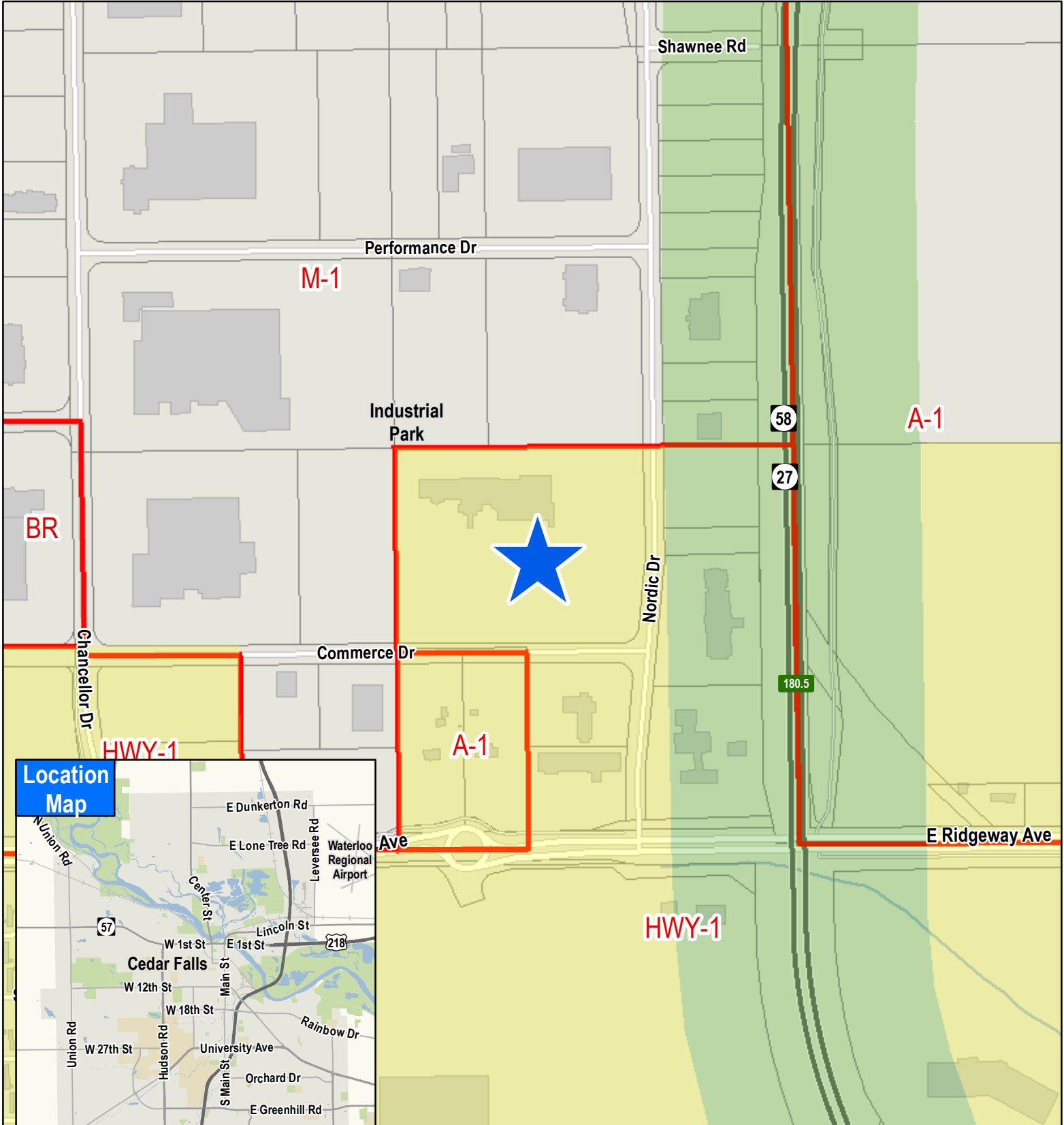
Mr. Atodaria provided background information. He explained that the plat is located at 7213 Nordic Drive in the Industrial Park and is in the HWY-1 commercial zoning district. He displayed the location of detention basins and noted that all utilities and internal road connections are private and are available to all platted lots. He noted that the final plat is consistent with the approved preliminary plat. Staff recommends approval with any comments or direction specified by the Commission and conformance to all staff recommendations and technical comments.

Wendell Lupkes, VJ Engineering, stated that the owner doesn't have immediate plans to develop the lots and the proposed second hotel has been put on hold due to COVID-19. They would like to get approval of the final plat to have it ready when potential buyers are ready.

Ms. Saul made a motion to approve the item. Mr. Schrad seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul, and Schrad), and 0 nays.

Cedar Falls City Council September 21, 2020

Item 22.



Location Map



Chrisbro Final Plat

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Final Plat

Chrisbro Subdivision

A Replat of Lot 3, Lockard Pines
Cedar Falls, Black Hawk County, Iowa

Legal Description:

Lot 3, Lockard Pines, Cedar Falls, Black Hawk County, Iowa.

Owner / Developer

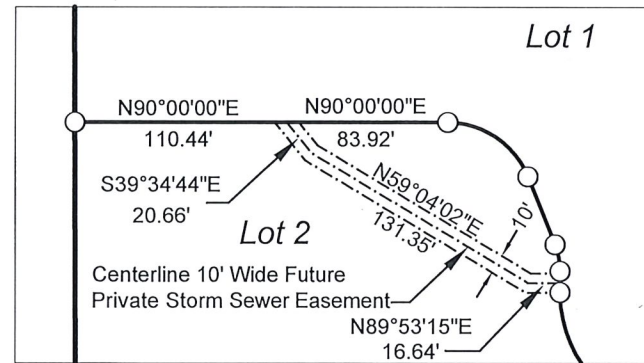
Chrisbro III Inc.
415 Main Street
Rapid City, SD 57701
Craig Christianson &
Harry Christianson

Land Surveyor

Matthew Kofta
VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, IA 50613

Area Summary

12.179 acres in the SE 1/4, SW 1/4 of
Section 36-T89N-R14W



Cedar Falls Industrial Park Phase XII

Lot 3

SW Corner Lot 3
Fnd 1/2"Ø Rebar
w/Yellow Cap #12086
prior to construction,
Set 5/8"Ø x 24" Rebar
w/Orange Cap #22561

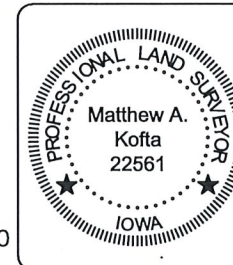
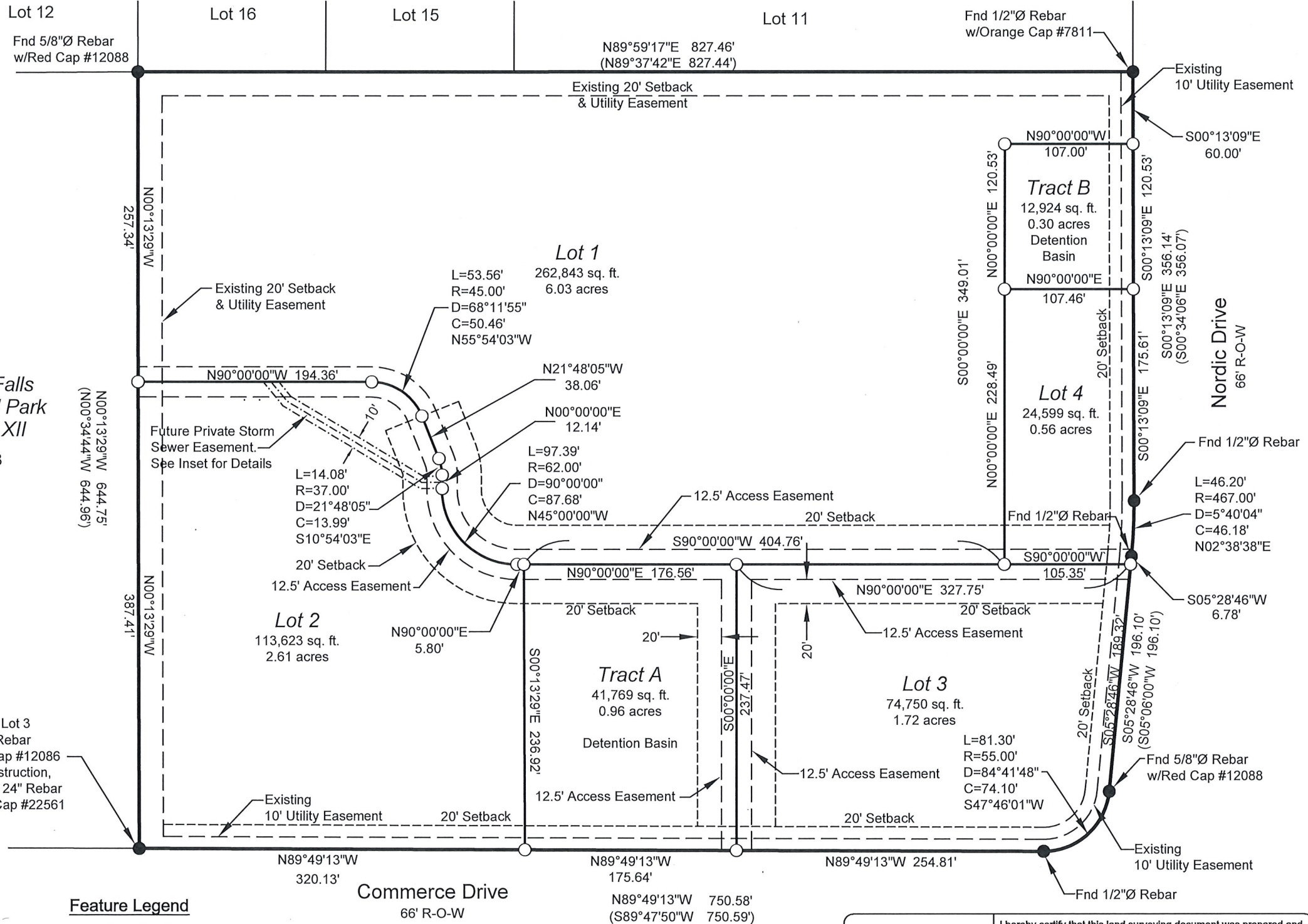
- Notes:
- 1.) The south line of Lot 3, Lockard Pines was assumed to bear N89°49'13"W.
 - 2.) All dimensions are in US Survey feet and decimals thereof.
 - 3.) The error of closure is better than 1:10,000
 - 4.) Proprietor: Chrisbro III, Inc., 415 Main St., Rapid City, SD
 - 5.) Survey Requested by: Craig Christianson
 - 6.) Field work was completed: June 16, 2020
 - 7.) Exterior 20' setbacks and utility easements are per original plat of Lockard Pines. Interior 20' setbacks along principal accessways are per HWY-1 zoning requirements.
 - 8.) A cut "X" will be set at the lot corners that are located on concrete paving.

Feature Legend

- Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22561
- Property Corner Found
- △ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

Cedar Falls Industrial Park Phase XIII

Cedar Falls Industrial Park Phase XIV



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.

Matthew A. Kofta, P.L.S. *[Signature]*
Date: 7/21/2020
License number 22561
My license renewal date is December 31, 2020
Pages or sheets covered by this seal: 1



Item 22.	revisions
scale 1"=100'	drawn by WJL
date 6-26-2020	
<p>VJ Engineering 1501 Technology Parkway Cedar Falls, Iowa - 319-266-5829</p>	
<p>Chrisbro Subdivision Replat of Lot 3, Lockard Pines</p>	
234	

**OWNER'S STATEMENT AND DEED OF DEDICATION
FOR
CHRISBRO SUBDIVISION,
A REPLAT OF LOT 3, LOCKARD PINES,
CEDAR FALLS,
BLACK HAWK COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

That Chrisbro III, Inc., hereinafter "Developer", being desirous of setting and platting into lots the land described in the **attached Certificate of Survey** by Matthew A. Kofta, Licensed Land Surveyor, dated the 6th day of July, 2020, does by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as

**CHRISBRO SUBDIVISION,
A REPLAT OF LOT 3, LOCKARD PINES**

in the City of Cedar Falls, Black Hawk County, Iowa, hereinafter "Development", all of which is with the free consent and desire of Developer.

I. EASEMENTS AND PRIVATE DRIVES.

A. **EASEMENTS.** Developer does hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm, or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, natural gas, electricity, communication service, or cable television, perpetual easements for the erection, laying, building, and maintenance of said services over, across, on and/or under Development as shown on the attached plat

B. **PRIVATE DRIVES.** The Owners of each Lot grant a perpetual easement for the Private Drives (as hereinafter defined) to be located on their respective Lots, including the right to maintain, repair, and replace the same. The Owners of each Lot, including their customers, employees, suppliers, and contractors, are granted a perpetual easement for ingress and egress on, over, and across the Private Drives. No party shall so use or leave anything on Private Drives so as to prevent the free and uninterrupted use of the Private Drives by the others.

II. COVENANTS, CONDITIONS, AND RESTRICTIONS.

Developer does also covenant and agree for itself, its successors and assigns, that each and all of Lots in Development shall be and the same are hereby made subject to the following Covenants, Conditions, and Restrictions upon their use and occupancy as fully and effectively, to all intents and purposes, as if the same were set forth and contained in each deed of conveyance or

mortgage that Developer, or its successors in interest, may hereafter make for any of the Lots and that such restrictions shall run with the land and with each Lot for the length of time and in the particulars hereafter stated, to wit:

A. PURPOSE. The overall goal of the Covenants, Conditions, and Restrictions for Development is to produce a high quality and aesthetically pleasing commercial subdivision. The Covenants, Conditions, and Restrictions should help to preserve and enhance an environment in the completed subdivision that is pleasing to occupants, visitors, and neighbors.

B. DEFINITIONS. For the purpose of this instrument, the following terms shall have the following definitions:

1. Private Drives – shall mean those private drives as fully set forth on the Final Plat of the subdivision
2. Development - shall mean and refer to the real property described above.
3. Developer - shall mean Chrisbro III, Inc., and its successors and assigns.
4. Lot - shall mean and refer to any individual parcel of land located within Development which is platted as a separate parcel to be sold or developed.
5. Owner - shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot. In the event an Owner of any Lot consists of more than one person or entity, such persons shall within thirty (30) days after the date of their acquisition of said Lot, execute and deliver to Developer a written instrument, including a power of attorney appointing and authorizing one individual or entity as their agent to receive all notices and demands required to be given pursuant to the terms and provisions of these Covenants, Conditions, and Restrictions, execute any and all documents, consents, and instruments required under the terms and provisions of these Covenants, Conditions, and Restrictions and to cast all votes and to take any and all action required or permitted to be taken by them under the terms and provisions of these Covenants, Conditions, and Restrictions. Owner may change its designated agent by written notice to Developer, but such change shall be effective only after actual receipt of the notice to Developer.
6. Tracts - shall mean Tracts A and B. Tracts will be used for detention basins to serve Lots.

C. PERMITTED AND PROHIBITED USES.

1. **PERMITTED USES.** Lots within Development may be used only for hotels and convention centers, as approved by Developer and not in conflict with any

exclusive rights granted to other Owners or tenants within Development. Further, upon written approval of Developer, Lots within Development may be used for other commercial uses compatible with and ancillary to the aforementioned uses (including, but not limited to, financial institutions, and restaurants, etc.).

2. PROHIBITED USES.

- a. Any use which is offensive by reason of odor, fumes, dust, smoke, noise or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, injurious to the reputation of any Lot in Development.
- b. Any use which is in violation of the laws of the United States, the State of Iowa, any other governmental authority having jurisdiction over Development.
- c. Overnight parking of campers, semi-trucks, mobile homes, boats, or motor homes.
- d. Uses not otherwise permitted in Section II(C)(I) above.
- e. Owner shall not sell items outside, unless approved in writing by all Owners in Development.

D. GENERAL SITE STANDARDS.

1. BUILDING DESIGN. It is Developer's intent to produce an orderly and aesthetically pleasing environment that is compatible with the natural aspects of Development. The aesthetic appearance of the exterior of the buildings and other structures is of paramount concern to Developer.

- a. All construction shall conform to the requirements of the City of Cedar Falls, Black Hawk County, and the State of Iowa Building Code, current editions.
- b. Construction on all Lots shall be diligently pursued and be completed within twelve (12) months of purchase and closing from Developer. In the event construction is not completed in one (1) year, Developer may at its option repurchase the Lot at the previous sale price. No excavation shall be made except in conjunction with construction of an improvement. When such an improvement is completed, all exposed excavations shall be back-filled, graded, and returned, as nearly as possible, to its natural state or to the approved landscape plan for the site.

2. LANDSCAPING. It is the intent to provide a landscape image of continuity and diversity by providing color and textural variety. It is also the intent of these regulations to reduce adverse effects upon a Lot and adjacent and nearby property; to screen unsightly and undesirable views, and to provide for shade, protection from elements, and the comfort and convenience of Development tenants and visitors. Landscape plans and any irrigation plans shall be submitted to and approved by Developer. All ground cover shall be seeded or sodded and be suitable for the Black Hawk County climate.

3. SCREENING. All mechanical equipment (on the ground or roof), transformers, trash containers, or like equipment in the open shall be screened from view in a manner approved by Developer. Said screen shall be in height at least equal to that of the materials or equipment being stored, but in any event shall fully shield said materials and equipment from public view and view from adjacent buildings.

4. SITE GRADING AND DRAINAGE. No water shall be drained or discharged from any Lot, except in accordance with grading plans approved by Developer. Further, no Owner shall interfere with the drainage established by the grading plan for the remainder of Development or any other property adjacent to said Lot. Stormwater shall be collected on-site and discharged in accordance with all federal, state, and local permits.

5. SIGNAGE. All signs shall be approved by Developer prior to construction. The design, format, and material of all signs shall be consistent with building architecture and Lot design.

6. PARKING, DRIVES, LOADING, AND OUTDOOR STORAGE.

- a. No Owner shall permit parking on any public street or Private Drive.
- b. Sufficient off-street parking should be developed at each Lot.
- c. No Lot shall have more than two curb cuts. All curb cuts are subject to Developer's approval and City of Cedar Falls requirements.

7. EXTERIOR LIGHTING. Exterior lighting shall be provided to meet the following guidelines:

- a. All wiring for exterior lighting, including but not limited to driveway, walkway, area, parking, and decorative lighting, shall be underground.
- b. All light fixtures shall be oriented such that glare directed onto adjacent properties, including streets and neighboring tenant lots, is minimized.
- c. Light standards shall be restricted to a maximum height of 20'. Poles should be a neutral, color and compliment the subdivision.
- d. Each tenant shall maintain all light fixtures in proper operating condition.
- e. Parking and driveway lights shall be of a style and color consistent with established subdivision standards and harmonize with the architecture of the proposed building on the Lot.

8. LOCATION OF UTILITY LINES. All utility lines shall be located underground. Whenever possible, utility lines shall be located adjacent to Private Drives to minimize disruption of landscaping during installation and maintenance of the lines. No utility meter or apparatus shall be located on any pole attached to the outside of any building wall which is exposed to view from any public street. All transformers shall be placed on or below the surface.

9. SUBDIVISION OF LOTS. No Lot in Development shall be split, divided, or

subdivided, except:

- a. For the purpose of providing land in addition to an entire platted Lot for use in connection with a building; or
- b. Upon the written consent of Developer.

E. APPROVAL REQUIREMENTS. As set forth herein, all plans, specifications, requests for authority to remodel or alter, or otherwise change the property must be submitted to Developer for approval. No building, sign, landscaping, lighting, or other exterior improvements shall be altered, placed, or erected on any Lot without prior written approval from Developer. Approvals shall be based upon, among other things, conformity and harmony of external designs with neighboring structures, effect of location and use of improvements on neighboring sites; orientation of main elevation with respect to nearby streets; and conformity of plans and specifications to the intent of these Covenants, Conditions, and Restrictions. Developer shall not arbitrarily or unreasonably withhold its action or decision on such plans and specifications. Improvements or alternations to any Lot shall not be commenced prior to compliance with the following two-part review process.

1. **CONCEPT DESIGN REVIEW.** The objective is to ensure careful site planning with regard to location and size of building, parking, open space, and access. The concept design must be approved by Developer in writing prior to final design. Concept design shall include the following:

- a. Site plan information such as utility locations and connections, drainage, service areas, outdoor storage, trash receptacles, and mechanical equipment. Other activity or equipment that would alter the natural site must be shown.
- b. Building elevations and floor plans.
- c. Building materials, parking, and open space.
- d. Landscaping, signage, and lighting.
- e. Construction staging.

Developer shall provide written comments within fifteen (15) days from Developer's receipt of the site design submittal. If written comments are not provided within that timeframe, it shall be deemed that Developer has approved such site design.

2. **FINAL DESIGN REVIEW.** Submission to include, but not limited to, the following:

- a. A topographical and boundary map showing contour grades (with 1' intervals), the species, location, and size (measured 12" above the ground of all existing trees greater than 6" caliper) and the location of all improvements, such as signs, structures, walks, patios, driveways, fences, and walls. Existing and finished grades shall be shown at parcel corners and for proposed improvements. Lot drainage provisions shall be included, as well as cut and fill details, if any applicable change in contours is contemplated.
- b. Exterior elevations, including areas to be screened.

- c. Exterior materials, colors, textures, and shapes.
- d. Landscaping plan, including proposed clearing, walkways, fences, walls, elevation changes, irrigation systems, vegetation, and ground cover.
- e. Parking area and driveway plan.
- f. Screening, including size, location, and method.
- g. Utility routing and connection points.
- h. Exterior illumination, including location, manufacturer's fixture number, and supporting photometric test data.
- i. Fire Protection system as required by all NFPA Codes.
Signs, including copy, size, shape, color, typeface, location, illumination, and materials. Also, elevation and plan view drawings indicating sign and relationship to all other visual elements within 50' of the sign.
- k. Trash container storage locations and related screening.
- l. Proposed use of parcel of land and estimated building occupant load.
- m. Clearing plan and tree protection plan, plus measures for environmental protection during construction, including the application for the issuance of any required stormwater discharge permits.
- n. Drainage runoff quantities for 10-year frequency storm.

Developer shall provide written comments within fifteen (15) days from Developer's receipt of the site design submittal. If written comments are not provided within that timeframe, it shall be deemed that Developer has approved such site design.

3. **CONSTRUCTION DOCUMENTS.** A copy of all construction documents shall be filed with Developer prior to commencing construction. Five sets of all documents are to be included in each submission for review. This review is for the purpose of ensuring conformity to Developer approved final design in Section II(E)(2) only. All buildings must be designated by a registered architect and all landscape plans by a registered landscape architect. The architect(s) and registered engineer(s), shall be responsible for the safety of structural, mechanical, electrical, and other systems in the improvements. The seal of Iowa registrations of the appropriate architect, engineer, and/or landscape architect must appear on the final drawings. The architect must also submit a statement of his/her signature to the effect that the contract documents have been prepared in accordance with all other applicable codes, ordinances, and regulations related to this particular project.

Developer shall provide written comments within fifteen (15) days from Developer's receipt of the site design submittal. If written comments are not provided within that timeframe, it shall be deemed that Developer has approved such site design.

F. MAINTENANCE. Each Owner and occupant (including a tenant) of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, keeping that Lot so owned or occupied, including buildings, improvements, private drive, easements areas, and grounds in connection therewith or appurtenant thereto (specifically including parkway area

between the Lot line and any adjacent street curb), in a well-maintained, clean, wholesome, and attractive condition at all times and shall comply in all respects with all applicable governmental health, fire and safety statutes, ordinances, regulations or requirements. Maintenance requirements shall include, but are not limited to, the following:

1. TRASH. All rubbish, trash, garbage, litter, refuse, and other waste shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed from Lot prior to its accumulation.
2. EXTERIOR LIGHTING. All exterior lighting and mechanical facilities shall be kept in good working order.
3. PARKING AREAS. All parking areas shall be striped and all parking areas, driveways, and roads kept in good repair.
4. EXTERIOR DAMAGE. All exterior damage to any improvements shall be promptly repaired and the exterior of all improvements shall be repainted as needed.
5. LAWN AREAS. All lawn areas shall be timely mowed and edged a minimum of once a week during the growing season as needed to keep an even, well groomed appearance; shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive; and shall be kept free of weeds.
6. TREES, SHRUBS, PLANTS. All trees, shrubs, plants, and ground covers shall be timely and properly trimmed (including the removal of deadwood therefrom) according to their plant culture and the landscape design shall be watered and fertilized at such times and in such quantities as require(l to keep them alive and attractive. Any dead tree, shrub, plant, ground cover shall be removed and replaced seasonably. All bed areas shall be free of weeds and cultivated periodically as needed.
7. PRIVATE DRIVES. Developer shall be responsible for the initial construction of the Private Drives. Developer shall also be responsible for maintenance, repair, and replacement of the Private Drives, which shall including sweeping and snow removal, unless said repair is necessary due to the negligence of an Owner and then said Owner shall be responsible solely for the cost of said repair. The cost for the same (excluding initial construction) shall be paid by Owners and each Owner's share is to be determined by dividing the square footage of their building constructed by the gross square feet of all buildings constructed in the subdivision. Said share shall change from time to time as new buildings are constructed in the subdivision. Developer shall bill each Owner on a monthly basis. All sums due and owing hereunder and chargeable to any Lot shall constitute a lien on such Lot until fully paid, which lien shall be prior to all other liens except, all liens for taxes and assessments lawfully imposed by governmental authority against such Lot. Owner shall have the right to audit, inspect and copy the books and records of the Developer, and/or to receive copies of any of invoices, with respect to any cost or item, upon 10 days advance written notice by Owner to Developer.

8. **DETENTION BASINS.** Developer shall be responsible for the initial construction of the detention basins. Developer shall also be responsible for maintenance, repair, and replacement of the detention basins, unless said repair is necessary due to the negligence of an Owner and then said Owner shall be responsible solely for the cost of said repair. The cost for the same (excluding initial construction) shall be paid by Owners and each Owner's share is to be determined by dividing the square footage of their Lot by the gross square feet of all Lots in the subdivision. Developer shall bill each Owner on a monthly basis. All sums due and owing hereunder and chargeable to any Lot shall constitute a lien on such Lot until fully paid, which lien shall be prior to all other liens except, all liens for taxes and assessments lawfully imposed by governmental authority against such Lot. Owner shall have the right to audit, inspect and copy the books and records of the Developer, and/or to receive copies of any of invoices, with respect to any cost or item, upon 10 days advance written notice by Owner to Developer.

9. **OWNERS' ASSOCIATION.** Developer reserves the right to assign their rights and responsibilities under this Owner's Statement to an Association to be known as Chrisbro Subdivision Owners' Association created by Developer. Each person or entity who is record owner of a fee or undivided fee interest in any Lot shall be a member of the Owners 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 Association. Membership shall be appurtenant to and may be not separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of Chrisbro Subdivision Owners' Association shall be to own and maintain the Private Drives and detention basins of the subdivision, and such other activities set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to mowing, watering, snow removal of Private Drives, maintenance of the detention basins including water quality issues set forth by the City of Cedar Falls in the Maintenance and Repair Agreement to be entered into by Developer.

G. RIGHT OF FIRST REFUSAL. If an Owner desires to sell, any or all of, a Lot at any time, said sale shall be subject to a first right of refusal as set forth herein and a Notice of First Right of Refusal shall be personally served on Developer. A copy of any contract and/or offer received from a third party which must be matched shall be provided with said Notice. To exercise the right to purchase Lot as provided herein, Developer must give written notice of the election to Owner no later than 30 days after receipt of Notice of First Right of Refusal, and failure to notify within such period shall be deemed a failure to exercise. Upon exercise of the right to purchase, the parties shall perform their respective obligations as seller and buyer. In the event Developer fails to exercise their first right of refusal herein, this right shall terminate and neither party shall have any further rights or claims against the other, with the exception that if Owner does not close on the sale for which they gave the Notice of First Right of Refusal on, this right shall remain in full force and effect.

H. INCENTIVE PAYMENTS. Developer shall be solely entitled to any government incentives, rebates, or other funds (collectively "Incentives") negotiated and received for Development, including Tracts, and Owners shall not have any claim to the same or right to reduction in payment, including any payment of real estate taxes, based upon the same. Owners shall cooperate with Developer, including but not limited to assigning any rights to Incentives to Developer.

I. ENFORCEMENT. If any party shall violate or attempt to violate any of the Covenants, Conditions or Restrictions contained herein, it shall be lawful for Developer or any Owner to prosecute a proceeding in law or in equity against the person or persons violating or attempting to violate such Covenants, Conditions or Restrictions, and to either prevent him or them from so doing or recover damages for such violations.

J. WAIVER. Neither the Developer nor its successors or assigns shall be liable to any Owner or occupant of any Lot by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this instrument. Every Owner or occupant of any Lot by acquiring its interest therein agrees that it will not bring any action or suit against Developer to recover any such damages or seek equitable relief because of the same.

K. VARIANCES. Developer may grant Owner a variance from these Covenants, Conditions, and Restrictions as long as the general purpose of the Covenants, Conditions, and Restrictions are maintained, provided that Developer may not grant a variance from the use restriction set forth in Section II(C)(1) and (2). Any variance granted from the provisions of these Covenants, Conditions, and Restrictions shall only be applicable to the specific Lot and conditions for which the variance was granted and shall in no respect constitute a change in or effect the terms or conditions set out in the standards as same apply to other Lots or conditions.

L. MODIFICATION. Each of the undersigned and all persons and corporations hereafter acquiring any right, title, or interest in Development shall be taken and held to have agreed and covenanted with the undersigned, and with the respective successors and assigns of said real estate, to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the use, improvement, and occupancy of said real estate, for a period of 21 years from the date of the filing of said plat, however, that the easements contained herein, shall not be subject to change at any time, but shall be permanent.

M. MISCELLANEOUS.

1. **SEVERABILITY.** If any term or provision of this instrument or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this instrument or the application of such terms and provisions to

circumstances other than those as to which it is held invalid or enforceable.

2. FURTHER ACTIONS. The parties agree to execute and deliver from time to time hereafter any and all such further documents and to take such further actions as shall be reasonably necessary to carry out the terms hereof.

3. GOVERNING LAW. The validity, interpretation, performance and enforcement of this instrument shall be governed by the laws of Iowa. Each of the parties consents to the jurisdiction of the federal and state courts in Iowa in all matters relating to this instrument. The prevailing party in any action to enforce this instrument shall be entitled to reasonable attorney fees and costs.

4. RUNNING WITH THE LAND. All the covenants, agreements, conditions, and restrictions set forth in this Agreement are intended to be construed as covenants running with the land, binding upon, and adhere to the benefit of the heirs, assigns, and successors of the parties.

5. NOTICES. Each notice, demand, or other document or instrument required or permitted to be served upon any of the parties hereto shall be in writing and shall be deemed to have been duly served when delivered personally or by recognized overnight courier service with receipt, or the third (3rd) day after being mailed by certified United States mail, postage prepaid, return receipt requested, addressed to the respective party at the address for said Owner designated on the Black Hawk County Assessors' web site, unless a party notifies the others, in writing, of a different address.

IN WITNESS WHEREOF, the undersigned, being Developer herein, has hereunto set its hand as of the day and year first above written.

Chrisbro III, Inc.

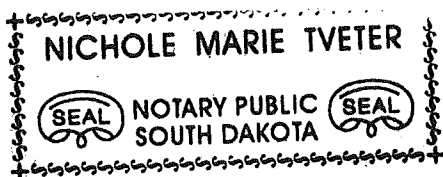
[Handwritten Signature]

By:

Its: President

STATE OF South Dakota)
COUNTY OF Pennington)ss.

This record was acknowledged before me on this 2nd day of September, 2020,
by Craig Christianson as President of Chrisbro III, Inc.



Nichole Marie Tveter
Notary Public

**SURVEYOR'S CERTIFICATE
CHRISBRO SUBDIVISION, A REPLAT OF LOT 3, LOCKARD PINES
CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

I certify that during the month of January, 2019, at the direction of Craig Christianson, a survey was made, under my supervision, of the tract of land to be known as "**Chrisbro Subdivision, A Replat of Lot 3, Lockard Pines, Cedar Falls, Black Hawk County, Iowa**", as shown on the attached plat, and the boundary of which is more particularly described as follows:

Lot 3, Lockard Pines, Cedar Falls, Black Hawk County, Iowa

I further certify that the Plat as shown is a correct representation of the survey and all corners are marked as indicated.



Matthew A. Kofta IA License No. 22561 Date 7/6/2020

Subscribed and sworn before me this 6th day of July, 2020



Notary Public, in and for the State of Iowa



**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: September 17th, 2020

SUBJECT: 2020 Sidewalk Assessment Project
Project No. SW-000-3204
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 Feldman Concrete for the construction of the 2020 Sidewalk Assessment Project.

The Department of Public Works recommends approving and executing the contract with Feldman Concrete for the construction of the 2020 Sidewalk Assessment Project. This project shall consist of the construction of Portland Cement Concrete (PCC) sidewalk according to the plans and specifications.

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

xc: Chase Schrage, Director of Public Works
David Wicke, City Engineer
Matt Tolan, Civil Engineer II

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and BOYLE FELDMAN of FELDMAN CONCRETE, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2020 SIDEWALK ASSESSMENT PROJECT, Project No. SW-000-3204 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 17th day of August, 2020, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000 3204 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Statues Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC591044

KNOW ALL BY THESE PRESENTS:

That we, Feldman Concrete, 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 Oblige (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 Thirty Eight Thousand Eight Hundred and Ninety-Nine Dollars and Twenty Cents (\$38,899.20), 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 21st day of September, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2020 Sidewalk Assessment Project Project SW-000-3204

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Blackhawk 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.

Contract date

Project No. SW-000-3204

Witness our hands, in triplicate, this _____ day of _____, 2020.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Feldman Concrete
Contractor

Printed Name of Agent

By: Bruce Feldman
Signature
Owner
Title

Company Name

SURETY:

Company Address

Merchants Bonding Company (Mutual)
Surety Company

City, State, Zip Code

By: Kim Hess
Signature Attorney-in-Fact Officer

Company Telephone Number

Kim Hess
Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Tricor
Company Name

Attorney for Owner

600 Star Brewery Dr Ste 110
Company Address

Dubuque, IA 52001
City, State, Zip Code

563-556-5441
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y) 9/11/2020

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

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

PRODUCER: TRICOR, Inc. - Dubuque, 600 Star Brewery Drive, Suite 110, Dubuque, IA 52001. CONTACT NAME, PHONE (A/C, No, Ext): (563) 556-5441, FAX (A/C, No): (608) 723-6440. INSURER(S) AFFORDING COVERAGE: INSURER A: Acuity, NAIC #: 14184.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Equip Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: 2020 Sidewalk Assessment Project, Project No. SW-000-3204 The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insured on the general liability policy on a primary, noncontributory basis, including ongoing and completed operations. Governmental Immunities endorsement is included. Per project general aggregate is included. A waiver of subrogation is applied in favor of the the City of Cedar Falls on the general liability and workers compensation policies. Per project aggregate limit included. Umbrella follows form.

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: [Signature]

ACUITY ENHANCEMENTS - LIABILITY COVERAGES

CB-7268(8-15)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

A. Increased Bail Bond Amount

Paragraph 1f(1)(b) under Liability and Medical Expenses Coverages is replaced by the following:

- (b) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for *bodily injury* applies. We do not have to furnish these bonds.

B. Increased Reasonable Expenses Incurred by Insured

Paragraph 1f(1)(d) under Liability and Medical Expenses Coverages is replaced by the following:

- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or *suit*, including actual loss of earnings up to \$350 a day because of time off from work.

C. Newly Acquired Organizations

Paragraph 3a under Who Is An Insured is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion do not apply to *property damage* (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of property damage to any one premises is \$10,000. A \$250 deductible applies.

E. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Occurrence, Offense, Claim or Suit Condition:

Knowledge of an *occurrence*, offense, claim or *suit* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, *executive officers*, directors, managers, members or a person who has been designated by them to receive reports of *occurrences*, offenses, claims or *suits* shall have received such notice from the agent or *employee*.

F. Broadened Bodily Injury

The definition of *bodily injury* is amended to include mental anguish.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition in the Bis-Pak® Common Policy Conditions:

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

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under 2 Applicable to Liability Coverage in the Bis-Pak® Common Policy Conditions:

We waive any right of recovery we may have against a person or organization 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 a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage.

I. Electronic Data Liability

1. Exclusion 1s is replaced by the following:

This insurance does not apply to:

- s. Access or Disclosure of Confidential or Personal Information and Data-related Liability

- (1) Damages, other than damages because of *personal and advertising injury*, arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages

WAIVER OF GOVERNMENTAL IMMUNITY

CB-7381(8-13)

This endorsement modifies insurance provided under the following:

**BIS-PAK® LIABILITY AND MEDICAL EXPENSES
COVER AGE FORM**

We will waive both in the adjustment of claims and in the defense of *suits* against the Insured, any

governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work

under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

CITY OF CEDAR FALLS

4. Building Owner Loss Payable Clause

- a. The Loss Payee shown in the Schedule is the owner of the described building, in which you are a tenant.
- b. We will adjust losses to the described building with the Loss Payee. Any loss payment

- made to the Loss Payee will satisfy your claims against us for the owner's property.
- c. We will adjust losses to tenant's improvements and betterments with you, unless the lease provides otherwise.

SCHEDULE

Premises Number	Building Number	Description of Property
001	001	
001	001	

Premises Number	Building Number	Loss Payee (Name and Address)	Loan Number	Applicable Clause
001	001			
001	001			

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
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	PER CONTRACT

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - PRIMARY

CB-7247(3-11)

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 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:
 - 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(s) at the location(s) designated below.
- 2. The insurance provided by this endorsement is primary and noncontributory.

- 3. 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:

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

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Name and Address)	Location(s) of Covered Operations
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	PER CONTRACT

**FORM OF PROPOSAL
2020 SIDEWALK ASSESSMENT PROJECT
PROJECT NO. SW-000-3204
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that FELDMAN CONCRETE have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2020 SIDEWALK ASSESSMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Description	Item Quantity and Units	Unit Price	Amount
1	Remove Sidewalk, P.C.C.	376.2 S.Y.	27.00	10,157.40
2	Sidewalk ,P.C.C., Class "C", 4-Inch	330.4 S.Y.	54.00	17,841.60
3	Sidewalk , P.C.C., Class "C", 6-inch	45.8 S.Y.	58.50	2,679.30
4	Topsoil, Furnish and Spread	30.54 C.Y.	100.00	3,054.00

5	Seeding, Fertilizing, and Mulching	1166.9 S.F.	1-00	1,166-96
6	Traffic Control	1.0 L.S.	4,000-00	4,000-00
	Total Bid			38,899-20

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of 10 in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. / Date / /

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder 29888 PIER RD

Bruce G Feldman

Official Address Dyersville, IA- 52040

By Owner
Title


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: September 16th, 2020

SUBJECT: 2020 Street Patching Project
 Project No. RS-000-3243
 Bid Opening

On Friday, September 11th, 2020 at 2:00 p.m., bids were received and opened for the 2020 Street Patching Project. A total of two (2) bids were received, with Boulder Contracting as the low bidder:

	<i>Base Bid</i>
<u>Engineering Estimate</u>	\$367,039.35
Boulder Contracting	\$277,914.28
K. Cunningham Construction Inc	\$322,712.58

The Engineer's Estimate for this project was \$367,039.35. Boulder Contracting of Grundy Center, Iowa submitted the low bid in the amount of \$277,914.28. Attached is a bid tab for your reference. The project will be funded by Cedar Falls Utilities.

We recommend acceptance of the lowest bid from Boulder Contracting in the amount of \$277,914.28. On September 21st, 2020, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

2020 Street Patching Project						Project No.: RS-000-3243			
ENGINEER'S ESTIMATE						Boulder Contracting		K. Cunningham Construction	
ITEM#	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL ESTIMATE PRICE	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	REMOVAL OF PAVEMENT	S.Y.	1014.5	\$ 10.00	\$ 10,145.00	\$25.00	\$25,362.50	\$20.00	\$20,290.00
2	REMOVAL OF CURB & GUTTER	L.F.	571.2	\$ 10.00	\$ 5,712.00	\$5.00	\$2,856.00	\$25.00	\$14,280.00
3	REMOVAL OF DRIVEWAY	S.Y.	6.8	\$ 50.00	\$ 340.00	\$80.00	\$544.00	\$25.00	\$170.00
4	REMOVAL OF SIDEWALK	S.Y.	46.3	\$ 20.25	\$ 937.58	\$12.00	\$555.60	\$25.00	\$1,157.50
5	REMOVAL OF PAVED MEDIAN	S.Y.	24.8	\$ 15.00	\$ 372.00	\$38.00	\$942.40	\$25.00	\$620.00
6	SAW CUTTING FOR REMOVALS	L.F.	2217.2	\$ 10.00	\$ 22,172.00	\$10.00	\$22,172.00	\$8.50	\$18,846.20
7	EXCAVATION, CLASS 10	C.Y.	349.8	\$ 25.00	\$ 8,745.00	\$35.00	\$12,243.00	\$20.00	\$6,996.00
8	CURB, PCC 7 IN. 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	309.4	\$ 40.00	\$ 12,376.00	\$47.00	\$14,541.80	\$70.25	\$21,735.35
9	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	232.1	\$ 46.00	\$ 10,676.60	\$49.00	\$11,372.90	\$70.25	\$16,305.03
10	CURB, PCC 7 IN. 3.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	30.2	\$ 52.00	\$ 1,570.40	\$75.00	\$2,265.00	\$80.00	\$2,416.00
11	MODIFIED SUBBASE	C.Y.	349.8	\$ 18.00	\$ 6,296.40	\$60.00	\$20,988.00	\$40.00	\$13,992.00
12	TOPSOIL, FURNISH & SPREAD	C.Y.	20.19	\$ 75.00	\$ 1,514.25	\$92.00	\$1,857.48	\$100.00	\$2,019.00
13	HYDRAULIC SEEDING	S.Y.	181.9	\$ 1.00	\$ 181.90	\$15.00	\$2,728.50	\$25.00	\$4,547.50
14	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	6.8	\$ 80.00	\$ 544.00	\$116.00	\$788.80	\$250.00	\$1,700.00
15	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	43.1	\$ 47.25	\$ 2,036.48	\$84.00	\$3,620.40	\$245.00	\$10,559.50
16	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	3	\$ 51.75	\$ 155.25	\$250.00	\$750.00	\$355.00	\$1,065.00
17	PEDESTRIAN RAMPS, DETECTABLE WARNING	EACH	1	\$ 50.00	\$ 50.00	\$200.00	\$200.00	\$325.00	\$325.00
18	UTILITY PATCH, P.C.C., TYPE "C" CLASS III	S.Y.	777.8	\$ 300.00	\$ 233,340.00	\$120.00	\$93,336.00	\$125.00	\$97,225.00
19	UTILITY PATCH, HMA (ST), PG58-28S	TONS	167.3	\$ 250.00	\$ 41,825.00	\$110.00	\$18,403.00	\$165.00	\$27,604.50
20	Median, P.C.C., 6", TYPE "C" Class III	SY	24.8	\$ 75.00	\$ 1,860.00	\$53.00	\$1,314.40	\$140.00	\$3,472.00
21	COMPACTION OF SUBGRADE	S.Y.	1014.5	\$ 1.00	\$ 1,014.50	\$5.00	\$5,072.50	\$6.00	\$6,087.00
22	VALVE ADJUSTMENT	EACH	1	\$ 175.00	\$ 175.00	\$1,000.00	\$1,000.00	\$1,300.00	\$1,300.00
23	TRAFFIC CONTROL	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00
Project Estimate:					\$ 367,039.35	TOTAL	\$277,914.28	TOTAL	\$322,712.58
						X		X	
						X		X	
						X		X	

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: September 16th, 2020

SUBJECT: 2020 Street Patching Project
Project No. RS-000-3243
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 Boulder Contracting for the 2020 Street Patching Project.

The Department of Public Works recommends approving and executing the contract with Boulder Contracting for the 2020 Street Patching Project. This project involves the construction of forty-three (43) utility patches on existing City streets. Work shall include 1,014.5 SY removal and replacement of the existing pavement; 167.3 ton HMA patches; 571.7 LF of PCC Curb and Gutter; subgrade preparation; replacement of driveway approaches and pedestrian ramps.

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

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2020 STREET PATCHING PROJECT, Project No. RS-000-3243 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 17th day of August, 2020, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RS-000-3243 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder

m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 071062P

KNOW ALL BY THESE PRESENTS:

That we, Boulder Contracting, LLC, as Principal (hereinafter the "Contractor" or "Principal" and Westfield Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Seventy-seven Thousand Nine Hundred Fourteen & 28/100ths (\$ 277,914.28), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2020 STREET PATCHING Project
Paving/ Subdrainage
Project RS-000-3243**

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. RS-000-3243

Witness our hands, in triplicate, this _____ day of _____, 2020.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Boulder Contracting, LLC
Contractor

Printed Name of Agent

By: 
Signature
Owner
Title

Company Name

SURETY:

Company Address

Westfield Insurance Company
Surety Company

City, State, Zip Code

By: 
Signature Attorney-in-Fact Officer

Company Telephone Number

Nancy D. Batutat
Printed Name of Attorney-in-Fact Officer & IA Agent

LMC Insurane & Risk Management
Company Name

4200 University Avenue #200
Company Address

FORM APPROVED BY:

West Des Moines IA 50266
City, State, Zip Code

Attorney for Owner

515-244-0166
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.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MARK E. KEAIRNES, JOSEPH I. SCHMIT, JEFFREY R. BAKER, JILL SHAFFER, GREG T. LAMAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, CHRISTOPHER R. SEIBERLING, JOINTLY OR SEVERALLY

of WEST DES MOINES and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of JUNE A.D., 2016

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of JUNE A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of



Frank A Carrino Secretary Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

Item 25.

DATE (MM/DD/YYYY)
09/14/2020

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

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

PRODUCER 1-800-300-0325 Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	CONTACT NAME: Shelby Greiner PHONE (A/C, No, Ext): 319-896-7702 E-MAIL ADDRESS: sgreiner@holmesmurphy.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Boulder Contracting, LLC 25789 N. Ave. Grundy Center, IA 50638	INSURER A: Bitco General Insurance Corporation 20095	
	INSURER B: TRAVELERS PROP CAS CO OF AMER 25674	
	INSURER C: Bitco National Insurance Company 20109	
	INSURER D:	
	INSURER E:	


COVERAGES **CERTIFICATE NUMBER: 60187822** **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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3694317	06/01/20	06/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3694315	06/01/20	06/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP21P4194A20NF	06/01/20	06/01/21	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3694316	06/01/20	06/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: 2020 Street Patching Project - Project No. RS-000-3234
 City of Cedar Falls is included as an Additional Insureds on the General Liability as required by written contract with the insured, per policy terms and conditions. The General Liability includes a Waiver of Subrogation in favor of the additional insured as required by written contract with the insured, per policy terms and conditions. 30 days notice of cancellation will be provided per policy terms and conditions.

CERTIFICATE HOLDER City of Cedar Falls Department of Public Works 220 Clay Street Cedar Falls, IA 50613 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MANUSCRIPT ENDORSEMENT

MAN #1-GOVERNMENTAL IMMUNITY END

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
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

NAME OF ORGANIZATION: THE CITY OF CEDAR FALLS

1. NON-WAIVER OF GOVERNMENT IMMUNITY. THE INSURANCE CARRIER EXPRESSLY AGREES AND STATES THAT THE PURCHASE OF THIS POLICY AND THE INCLUDING OF THE CITY OF CEDAR FALLS AS AN ADDITIONAL INSURED DOES NOT WAIVE ANY OF THE DEFENSES OF GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OF CEDAR FALLS UNDER CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.
2. CLAIMS COVERAGE. THE INSURANCE CARRIER FURTHER AGREES THAT THIS POLICY OF INSURANCE SHALL COVER ONLY THOSE CLAIMS NOT SUBJECT TO THE DEFENSE OF GOVERNMENTAL IMMUNITY UNDER THE CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.
3. ASSERTION OF GOVERNMENT IMMUNITY. THE CITY OF CEDAR FALLS SHALL BE RESPONSIBLE FOR ASSERTING AND DEFENSE OF GOVERNMENTAL IMMUNITY, AND MAY DO SO AT ANY TIME AND SHALL DO SO UPON THE TIMELY WRITTEN REQUEST OF THE INSURANCE CARRIER. NOTHING CONTAINED IN THIS ENDORSEMENT SHALL PREVENT THE CARRIER FROM ASSERTING THE DEFENSE OF GOVERNMENTAL IMMUNITY ON BEHALF OF THE CITY OF CEDAR FALLS.
4. NON-DENIAL OF COVERAGE. THE INSURANCE CARRIER SHALL NOT DENY COVERAGE UNDER THIS POLICY AND THE INSURANCE CARRIER SHALL NOT DENY ANY OF THE RIGHTS AND BENEFITS ACCRUING TO THE CITY OF CEDAR FALLS UNDER THIS POLICY FOR REASONS OF GOVERNMENTAL IMMUNITY UNLESS AND UNTIL A COURT OF COMPETENT JURISDICTION HAS RULED IN FAVOR OF THE DEFENSE(S) OF GOVERNMENTAL IMMUNITY ASSERTED BY THE CITY OF CEDAR FALLS.
5. NO OTHER CHANGE IN POLICY. THE INSURANCE CARRIER AND THE CITY OF CEDAR FALLS AGREE THAT THE ABOVE PRESERVATION OF GOVERNMENTAL IMMUNITIES SHALL NOT OTHERWISE CHANGE OR ALTER THE COVERAGE AVAILABLE UNDER THE POLICY.

**FORM OF PROPOSAL
2020 STREET PATCHING PROJECT
PROJECT NO.
RS-000-3243
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Bouloger Contracting have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2020 STREET PATCHING PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Pavement	S.Y.	1,014.5	25.00	25,362.50
2	Removal of Curb & Gutter	L.F.	571.2	5.00	2,856.00
3	Removal of Driveway	S.Y.	6.8	80.00	544.00
4	Removal of Sidewalk	S.Y.	46.3	12.00	555.60
5	Removal of Paved Median	S.Y.	24.8	38.00	942.40
6	Saw Cutting for Removals	L.F.	2,217.2	10.00	22,172.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
7	Excavation, Class 10, Unstable Material	C.Y.	349.8	35.00	12,243.00
8	Curb, P.C.C., 7 In. 2.0 Ft. Width, Type "C" Class III	L.F.	309.4	47.00	14,541.80
9	Curb, P.C.C., 7 In. 2.5 Ft. Width, Type "C", Class III	L.F.	232.1	49.00	11,372.90
10	Curb, P.C.C., 7 In. 3.0 Ft. Width, Type "C", Class III	L.F.	30.2	75.00	2,265.00
11	Modified Subbase	C.Y.	349.8	60.00	20,988.00
12	Topsoil, Furnish & Spread	C.Y.	20.19	92.00	1857.48
13	Hydraulic Seeding	S.Y.	181.9	15.00	2,728.50
14	Driveway, P.C.C., 6 In., Class "C"	S.Y.	6.8	116.00	788.80
15	Sidewalk, P.C.C., 4 In., Class "C"	S.Y.	43.1	84.00	3,620.40
16	Sidewalk, P.C.C., 6 In., Class "C"	S.Y.	3	250.00	750.00
17	Pedestrian Ramps, Detectable Warning	EACH	1	200.00	200.00
18	Utility Patch, P.C.C., Type "C" Class III	S.Y.	777.8	120.00	93,336.00
19	Utility Patch, HMA (ST) Surf., 1/2", PG58-28S	TONS	167.3	110.00	18,403.00
20	Median, P.C.C., 6", Type "C", Class III	S.Y.	24.8	53.00	1,314.40
21	Compaction of Subgrade	S.Y.	1,014.5	5.00	5,072.50
22	Valve Adjustment	EACH	1	1,000.00	1,000.00
23	Traffic Control	L.S.	1	35,000.00	35,000.00
				TOTAL BID	277,914.28

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 1-23). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an

award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 1096 in the form of BSD Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. #1 Date 9/11/20

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

Boulder Contracting, LLC.

606 E. 1st St. - Grandy Center, SA 50638

Official Address

By  LUKE KINNAMAN

Title OWNER



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Ben Claypool, PhD, EI
DATE: September 16, 2020
SUBJECT: 100 Block Alley Reconstruction
 City Project Number RC-039-3154
 Final Acceptance

The 100 Block Alley Reconstruction Project is completed and ready for final acceptance. This project replaced the existing alley surface with new concrete, new storm sewer infrastructure, bollards, stairway accesses for the businesses and parking lot, and landscaping between the parking lot and alley. Attached is the final pay estimate (releases retainage).

The following documents have been received and reviewed by the Engineering Division and forwarded to the City Clerk's Office:

A) Suppliers:

- American Fence Company of Iowa
- BMC Aggregates L.C.
- Reliance Foundry
- County Materials Corporation

B) Subcontractors:

- Bravo Contracting
- K&W Electric, Inc.
- Central States Concrete LLC
- Tiedt Nursery, LTD
- Utility Equipment Company
- Weikert Contracting, Inc.

Following is a breakdown of final contract costs for all items and their funding sources as none of the project was funded by the Local Option Sales Tax:

- Black Hawk County Gaming Grant, 45,000
- TIF-Downtown District, \$194,969.99
- Private Individual Stairwell Reconstruction Agreements, \$43,670.80
- Cedar Falls Utilities, \$1,181.00

I certify that the public improvements for the 100 Block Alley Reconstruction Project were completed in reasonable compliance with the project plans and specifications.

Benjamin Claypool

Ben Claypool, Civil Engineer II, PhD, EI

9/16/2020

Date

xc: Stephanie Houk Sheetz, Director of Community Development
 Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, CMFO, Controller/City Treasurer



PAY ESTIMATE : # 13
 DATE : 9/10/2020
 CONTRACT AMOUNT : \$271,063.80
 CONTRACTOR : Lodge Construction, Inc.

CITY OF CEDAR FALLS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 BI-WEEKLY
 BID ITEM COSTS

Item 26.

PROJECT NAME : 100 Block Alley Reconstruction
 CITY PROJECT # : RC-039-3154

BID ITEMS

ITEM NUMBER	SPEC	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	INSTALLED UNITS TO DATE	VALUE COMPLETED	ITEM % COMPLETE
1	2010	MODIFIED SUBBASE	CY	232.1	\$60.00	\$13,926.00	232.1	\$13,926.00	100.0% +
2	2010	SUBGRADE PREPARATION	SY	760.0	\$5.00	\$3,800.00	0.0	\$0.00	0.0% +
3	2523	ELECTRICAL CIRCUITS	LF	202.0	\$13.00	\$2,626.00	202.0	\$2,626.00	100.0% +
4	4020	STORM SEWER PIPE, RCP, 15 IN.	LF	10.0	\$100.00	\$1,000.00	10.0	\$1,000.00	100.0% +
5	4040	LONGITUDINAL SUBDRAIN, PERFORATED, 4 IN.	LF	182.2	\$17.00	\$3,097.40	182.2	\$3,097.40	100.0% +
6	4041	FOOTING DRAIN COLLECTOR, 12 IN.	LF	263.8	\$27.00	\$7,122.60	263.8	\$7,122.60	100.0% +
7	4040	SUBDRAIN OUTLETS	EACH	4.0	\$350.00	\$1,400.00	4.0	\$1,400.00	100.0% +
8	4040	SUBDRAIN FOOTING DRAIN CONNECTION	EACH	9.0	\$800.00	\$7,200.00	14.0	\$11,200.00	155.6% +
9	4040	FOOTING DRAIN CLEANOUT, 12 IN.	EACH	2.0	\$900.00	\$1,800.00	2.0	\$1,800.00	100.0% +
10	6010	DOUBLE GRATE INTAKE, SW-505	EACH	2.0	\$5,000.00	\$10,000.00	2.0	\$10,000.00	100.0% +
11	7010	PCC PAVEMENT, 8 IN.	SY	696.4	\$82.00	\$57,104.80	600.0	\$49,200.00	86.2% +
12	7010	SIDEWALK, 6 IN.	SY	11.5	\$126.00	\$1,449.00	11.5	\$1,449.00	100.0% +
13	7040	REMOVAL OF PAVEMENT	SY	705.4	\$12.00	\$8,464.80	705.4	\$8,464.80	100.0% +
14	7040	SAWCUT FOR REMOVALS	LF	206.0	\$7.00	\$1,442.00	0.0	\$0.00	0.0% +
15	9080	CONCRETE STEPS	SF	191.4	\$81.00	\$15,503.40	191.4	\$15,503.40	100.0% +
16	9080	RAISED LANDINGS AND RAMPS	SY	36.2	\$278.00	\$10,063.60	36.2	\$10,063.60	100.0% +
17	9080	RAILINGS, DECORATIVE	LF	91.9	\$208.00	\$19,115.20	91.9	\$19,115.20	100.0% +
18	9080	RAILINGS, DECORATIVE, REMOVABLE	LF	8.5	\$255.00	\$2,167.50	8.5	\$2,167.50	100.0% +
19	9080	RAILINGS, REMOVABLE	LF	15.9	\$225.00	\$3,577.50	15.9	\$3,577.50	100.0% +
20		LIGHTED BOLLARDS	EACH	10.0	\$3,600.00	\$36,000.00	10.0	\$36,000.00	100.0% +
21		REMOVABLE BOLLARDS	LS	10.0	\$1,500.00	\$15,000.00	10.0	\$15,000.00	100.0% +
22		UTILITY BOLLARDS	EACH	14.0	\$900.00	\$12,600.00	14.0	\$12,600.00	100.0% +
23	2010	REMOVALS, AS PER PLAN	LS	1.0	\$6,000.00	\$6,000.00	1.0	\$6,000.00	100.0% +
24	6010	UTILITY ADJUSTMENT, MINOR	EACH	1.0	\$1,500.00	\$1,500.00	1.0	\$1,500.00	100.0% +
25	9030	PLANTINGS	EACH	139.0	\$70.00	\$9,730.00	139.0	\$9,730.00	100.0% +
26	9020	SODDING	SQ	5.8	\$250.00	\$1,450.00	9.4	\$2,350.00	162.1% +
27		TRANSFORMER PAD	EACH	1.0	\$8,000.00	\$8,000.00	1.0	\$8,000.00	100.0% +
28		PCC PAVEMENT, COLORED, 8 IN.	SY	82.7	\$120.00	\$9,924.00	82.7	\$9,924.00	100.0% +
8000		COLORED CONCRETE APPROACH	LS	1.0	\$7,669.39	\$7,669.39	1.0	\$7,669.39	100.0% +
8001		ADDITIONAL CONCRETE PROTECTION	LS	1.0	\$9,963.40	\$9,963.40	1.0	\$9,963.40	100.0% +
8002		120 MAIN STREET WALL PATCH	LS	1.0	\$2,310.00	\$2,310.00	1.0	\$2,310.00	100.0% +
8003		INTAKE HEIGHT ADJUSTMENT	LS	1.0	\$880.00	\$880.00	1.0	\$880.00	100.0% +
8004		SIDEWALK REPLACEMENT FOR CFU	LS	1.0	\$1,181.00	\$1,181.00	1.0	\$1,181.00	100.0% +
		STOCKPILED MATERIALS	LS	0.0	\$0.00	\$0.00	0.0	\$0.00	0.0% +

Total Amount of Work Done To Date : \$284,820.79
 Percent of Work Done to Date : 97.6%
 Prepaid Inventory Value : \$0.00
 (See Attachment)
 Total Project Cost (Bid) \$271,063.80
 Total Project Cost (Bid) Plus Change Orders \$291,886.59
 Deduction : \$0.00
 Less Retained Percentage (5%) : \$0.00
 Less Previous Payments : \$270,579.75
 AMOUNT DUE THIS ESTIMATE : \$14,241.04

SIGNED: Benjamin Claypool
 Ben Claypool, PhD, EI
 Civil Engineer II

ITEM DENOTATION : John Senn
 + = Final Quantity
 John Senn
 Lodge Construction, Inc.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Benjamin Claypool, Civil Engineer II, PhD, EI

DATE: September 16, 2020

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Trinity Bible Church – 125 Orchard Drive

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 Trinity Bible Church located at 125 Orchard Drive 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, PE, City Engineer

Prepared by: VJ Engineering, 1501 Technology Parkway, Suite 100, Cedar Falls, IA 50613 Phone: 319-266-5829

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Trinity Church, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 19 day of August, 2020.

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 B 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.

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.

Trinity Bible Church, Cedar Falls, Iowa

By: Peter Salmon
Printed Name & Title: Peter Salmon, Lead Pastor

STATE OF Iowa)
COUNTY OF Black Hawk) SS

This instrument was acknowledged before me on the 19 day of August, 2020 by Peter Salmon as authorized representative of Trinity Bible Church.

Delaine Cordes, Notary
Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: _____
Robert Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
COUNTY OF _____) SS

This instrument was acknowledged before me on the _____ day of _____, 2020 by Robert Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

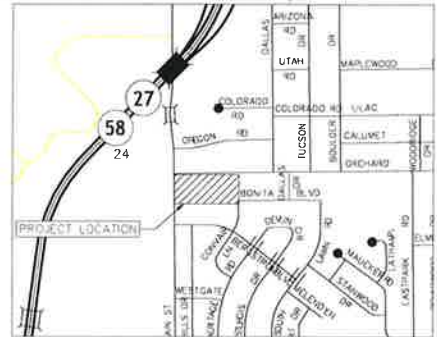
Exhibit A

Legal Description

UNPLATTED CEDAR FALLS A PARCEL OF LAND SITUATED IN THE SE 1/4 SEC 24 T 89 R 14 AND WHICH IS MORE PARTICULARLY DESC AS FOL BEG AT NW COR OF SAID SE 1/4 TH ALONG N LINE 735.5 FT M/L TO W LINE OF E 1930 FT TH S ALONG SAID W LINE 333 FT TH E AND PAR TO N LINE 30 FT TO W LINE OF E 1900 FT TH S ALONG SAID W LINE 160 FT TH DEFLECTING RT 38 DEG 44 MIN 344.2 FT TH DEFLECTING RT 90 DEG 204.4 FT M/L TO INTER WITH N LINE OF S 20 11 FT OF SAID SE 1/4 TH W ALONG SAID N LINE 390.6 FT M/L TO W LINE OF SAID SE 1/4 TH ALONG SAID W LINE 632.7 FT M/L TO PL OF BEG EXC N 33 FT W 45 FT THERE OF EXC THAT PART OF LOT

EXHIBIT A

CITY OF CEDAR FALLS, IOWA
 BLACKHAWK COUNTY
 PLANS FOR THE PROPOSED IMPROVEMENTS OF THE
TRINITY BIBLE CHURCH
125 ORCHARD DRIVE
 PCC PAVING/CURB AND GUTTER/STORMWATER MANAGEMENT
 PREPARED BY VJ ENGINEERING MARCH, 2020



INDEX OF SHEETS		
SHEET NO	SHEET NAME	REVISION DATE
1	COVER SHEET	
2	GENERAL NOTES	
3	EXISTING CONDITIONS & RETENTION PLAN	
4	PAVE SITE & GRADING PLAN	
5	SITE DETAILS	
6	SWPPP	

THE CONSTRUCTION OF THE SANITARY SEWER, STORM SEWER, AND WATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL IMPROVEMENTS WITHIN THE CITY OF WATERLOO, IOWA, AND THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS).

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES' SUDAS GENERAL PERMIT NO. 2. THE CONTRACTOR SHALL COMPLY WITH THE TERMS AND CONDITIONS OF GENERAL PERMIT NO. 2 AND THE STORMWATER POLLUTION PREVENTION PLAN WHICH IS A PART OF THESE CONTRACT DOCUMENTS. REFER TO SECTION 206 OF THE IOWA DOT STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.

UTILITY STATEMENT
 THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE LOCATIONS AND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, THOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

I hereby certify that this engineering document was prepared by me, or under my direct supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

DANIEL M. ARENDT DATE: _____
 License number: 22647
 My license expires on: December 31, 2020
 Plans sheets covered by this seal: _____



NOT FOR CONSTRUCTION



650861
 VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa 52601
 319-266-5829

TRINITY BIBLE CHURCH
 125 Orchard Drive
 Cedar Falls, Iowa 52601
 COVER SHEET

1	6
SCALE	1" = 30'
DATE	03/07/2020
REVISIONS	

198039

GENERAL NOTES

SCOPE OF PROJECT

THIS PROJECT CONSISTS OF BUILDING ADDITION TO THE TRINITY BIBLE CHURCH IN A R-2 RESIDENTIAL ZONE. THE PROJECT LIMITS INCLUDE ADDITIONS TO A CHURCH BUILDING, PARKING LOT, STORM SEWER SYSTEM, SANITARY SEWER SERVICE, AND WATER SERVICE. THE EXISTING CHURCH BUILDING ON THE SITE SHALL REMAIN AND OPERATE DURING CONSTRUCTION OF THE PROPOSED BUILDING. CONTRACTOR SHALL WORK CLOSELY WITH THE OWNER TO MINIMIZE INTERRUPTIONS TO BUSINESS OPERATIONS AND PROVIDE TEMPORARY ACCESS AS NEEDED FOR BUSINESS DURING CONSTRUCTION.

STORM WATER RUNOFF WILL BE HANDLED BY AN ENGINEERED BASIN DESIGNED TO MEET THE CITY OF CEDAR FALLS WATER QUALITY REQUIREMENTS FOR THIS SITE THAT CONVEYS THE STORM WATER TO THE CITY'S STORM SEWER. EARTHWORK WILL BE LIMITED TO TOPSOIL REMOVAL AND EARTH EXCAVATION AND FILL TO 12" BELOW PAVING GRADE AT THE PROPOSED PARKING LOT. 6" P.C.C. CONCRETE WILL BE SUPPORTED BY 6" OF GRANULAR SUBBASE AND COMPACTED EARTH.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), 2020 AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL AS DIRECTED BY ENGINEER. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

NOTE THAT EXISTING WATER, GAS, TELEPHONE AND OTHER UTILITIES AND SERVICES FROM THESE UTILITIES MAY EXIST ADJACENT TO THE WORK AREA AND THAT SPECIAL PRECAUTIONS MUST BE USED WHEN WORKING AROUND SAID UTILITY. STATE LAW REQUIRES THAT THE IOWA ONE-CALL UTILITY LOCATION SYSTEM BE CALLED PRIOR TO ANY EXCAVATION.

TELEPHONE NUMBER 1-800-292-8989 OR 811

THE ENGINEER (VJ ENGINEERING) MAY FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE DRAWINGS, AND HE SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS, AND IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, HE SHALL BE RESPONSIBLE FOR THE MISTAKES THAT MAY BE CAUSED BY THEIR LOSS OR DISTURBANCE, AND BE CHARGED FOR THE COST OF REPLACING THEM.

ALL CONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT CONTROLS POLLUTANTS, MINIMIZES EROSION, AND PREVENTS SEDIMENTS FROM ENTERING WATERS OF THE STATE AND LEAVING THE PROJECT SITE.

RESTORE ALL SURFACES DISTURBED BY CONSTRUCTION RELATED ACTIVITIES TO A CONDITION AT LEAST EQUAL TO THAT IN WHICH THEY WERE FOUND BEFORE WORK COMMENCED. USE SUITABLE MATERIALS AND METHODS FOR RESTORATION.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE APPROVED WASTE AREAS OF DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE RIGHT-OF-WAY UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. WASTE AREA OR DISPOSAL SITE SHALL BE APPROVED BY THE ENGINEER.

CONTRACTOR TO FURNISH REST ROOM FACILITIES FOR THE CONTRACTOR'S EMPLOYEES. THIS WILL BE CONSIDERED INCIDENTAL TO OTHER WORK.

REMOVAL OF ANY ITEMS NECESSITATING REMOVAL IN ORDER TO CONTINUE WORK SHALL BE CONSIDERED AS INCIDENTAL WORK. THE COST OF SUCH REMOVAL AND DISPOSAL SHALL BE CONSIDERED INCIDENTAL TO AND INCLUDED IN THE CONTRACT PRICE FOR APPLICABLE ITEMS.

THE CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UTILITIES BEFORE STARTING TRENCH CUTTING OPERATIONS. EXCAVATION SHALL BE PERFORMED BY HAND DIGGING AROUND UTILITIES TO LOCATE AND PREVENT RUPTURE OR BREAKING OF LINES. COST OF REPAIRING ANY DAMAGES TO EXISTING UTILITIES SHALL BE PAID BY THE CONTRACTOR WITHOUT EXPENSE TO THE CITY OR ENGINEER. THE OWNER RESERVES THE RIGHT TO REPAIR ANY EXISTING UTILITY DAMAGED BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL NOT DISTURB DESIRABLE WALKS OR GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL BE ALLOTTED AN AREA FOR STORAGE OF MATERIAL AND EQUIPMENT. THIS AREA IS SHOWN ON THE PLANS AND IS SUBJECT TO APPROVAL OF THE ENGINEER. EXCESS MATERIAL TO BE STORED AT AN APPROVED OFF-SITE LOCATION OUT TO THE RESTRICTIONS OF THE SITE'S AREA.

ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REPRESENT TOP OF FINISH GRADE.

LOCATION OF ROADWAY TRAFFIC CONTROL SIGNS ARE SUBJECT TO OWNER OR ENGINEER'S APPROVAL.

APPLY MOISTURE TO CONSTRUCTION AREA AS REQUIRED TO MINIMIZE DUST.

PERMANENT SEEDING SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9010. INSTALL PERMANENT SEEDING IN ALL DISTURBED, NON-HARD SURFACED AREAS, INCLUDING PUBLIC ROW. THIS CONSTRUCTION SEASON IF POSSIBLE. IF PERMANENT SEEDING CAN'T BE INSTALLED THIS YEAR, IT SHALL BE INSTALLED THE FOLLOWING CONSTRUCTION SEASON.

EXISTING STREET SIGNS, TRAFFIC SIGNS AND PRIVATE SIGNS AFFECTED BY THE CONSTRUCTION SHALL BE SALVAGED AND REMOVED BY THE CONTRACTOR. STREET AND TRAFFIC SIGNS AND POSTS NOT REUSED ON THE PROJECT SHALL BE STOCKPILED FOR CITY PICKUP. SIGNS TO BE REUSED, INCLUDING ALL PRIVATE SIGNS AND DESIGNATED PUBLIC SIGNS, SHALL BE REINSTALLED BY THE CONTRACTOR. THIS WORK WILL NOT BE PAID SEPARATELY BUT WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

CARE SHALL BE TAKEN DURING SITE EXCAVATION AND GRADING OPERATIONS TO MINIMIZE DISTURBANCE ON THE BEARING SOILS. HEAVY EQUIPMENT TRAFFIC DIRECTLY ON BEARING SURFACES SHOULD BE AVOIDED IN SATURATED SOILS.

ALL BACKFILL AND COMPACTION OF TRENCHES SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATION SECTION 3010.

SOME ADJUSTMENTS IN THE MOISTURE CONTENT OF ON-SITE SOILS SHALL BE ANTICIPATED ON THIS PROJECT TO ACHIEVE ADEQUATE COMPACTION. THE SOIL'S WATER CONTENT AT THE TIME OF COMPACTION SHOULD BE AT -1 TO +3% OF THE SOIL'S OPTIMUM MOISTURE VALUE AS DETERMINED BY THE STANDARD PROCTOR TEST (ASTM D-698).

ALL FILL MATERIALS SHALL BE PLACED AND COMPACTED IN LIFTS NOT EXCEEDING 8 INCHES IN LOOSE THICKNESS. ALL FILL MATERIAL PLACED IN PAVEMENT AREAS, WITH THE EXCEPTION OF THE FILL BELOW THE M & D LAYER, SHALL BE COMPACTED TO 95% OF THE SOIL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698). ALL FILL MATERIAL PLACED BELOW THE M & D LAYER SHALL BE TYPE A COMPACTION. OUTSIDE FILL MATERIAL SHALL BE LIMITED TO THE AREA DIRECTLY BELOW THE ROADWAY, OTHER AREAS SHALL BE APPROVED BY THE ENGINEER.

UPON COMPLETION OF FILL OPERATIONS, CARE SHALL BE TAKEN TO MINIMIZE SUBGRADE DISTURBANCE AND MAINTAIN THE SUBGRADE MOISTURE CONTENT PRIOR TO CONSTRUCTION OF THE PAVEMENT. IF THE SUBGRADE SHOULD BECOME SATURATED, DESICCATED OR DISTURBED, THE AFFECTED MATERIAL SHALL BE REMOVED AND REPLACED, OR THESE MATERIALS SHALL BE SCARIFIED, MOISTURE CONDITIONED AS NECESSARY, AND RECOMPACTED PRIOR TO CONSTRUCTION OF THE PAVEMENT.

IF SOME TIME WILL ELAPSE BETWEEN SUBGRADE PREPARATION AND PAVEMENT CONSTRUCTION, SUBGRADE SHALL BE REWORKED AND RE-TESTED PRIOR TO PLACEMENT OF THE PAVEMENT. SITE GRADING SHALL BE SLOPED TO PROVIDE POSITIVE RAPID DRAINAGE OF SURFACE WATER AWAY FROM PAVEMENTS AND STRUCTURES. ANY WORK PERFORMED DUE TO SUBGRADE DEGRADATION AFTER INITIAL SCARIFYING AND PROFILING IS INCIDENTAL TO THE PROJECT. MODIFIED SUBBASE SHALL MEET THE REQUIREMENTS OF SECTION 9704.3 OF THE I.O.O.T. SUPPLEMENTAL SPECIFICATIONS POROUS BACKFILL MEETING THE REQUIREMENTS OF SECTION 4131 OF THE 2015 I.D.O.T. STANDARD SPECIFICATIONS IS CONSIDERED INCIDENTAL TO THE 6" PERFORATED SUB-DRAIN SYSTEM.

SILT FENCE SHALL BE PLACED SO THAT STORM WATER RUN-OFF DOES NOT CREATE EROSION ON ADJACENT PROPERTIES.

ALL WATER SERVICES SHALL BE TAPPED WITH A SADDLE. WATERMAIN BACTERIOLOGICAL LEAK AND PRESSURE TESTING TO BE COMPLETED AFTER SERVICES ARE COMPLETED. ALL WATER SERVICE CONNECTIONS INCLUDE THE PRICE OF THE TAP, SADDLE, CORP. STOP AND WATER SHUT OFF.

CONTRACTOR SHALL NOTIFY ENGINEER IN THE EVENT THAT FIELD CHANGES IN DESIGN ARE REQUIRED. CONTRACTOR SHALL KEEP TRACK OF SUCH CHANGES SO THAT RECORD DOCUMENTS CAN BE COMPLETED UPON COMPLETION OF CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP OR TRACK MATERIAL BEING HAULED FROM THE SITE INTO THE STREET.

CONTRACTOR SHALL NOT USE SUBBASE FOR HAULING, BACKED ON FOR THE PLACING OF CONCRETE, OR ANY OTHER TRAFFIC ON THE COMPLETED SUBBASE.

ALL CONSTRUCTION ACTIVITY FOR THIS PROJECT MUST BE COMPLETED WITHIN THE PROPERTY LIMITS.

650861

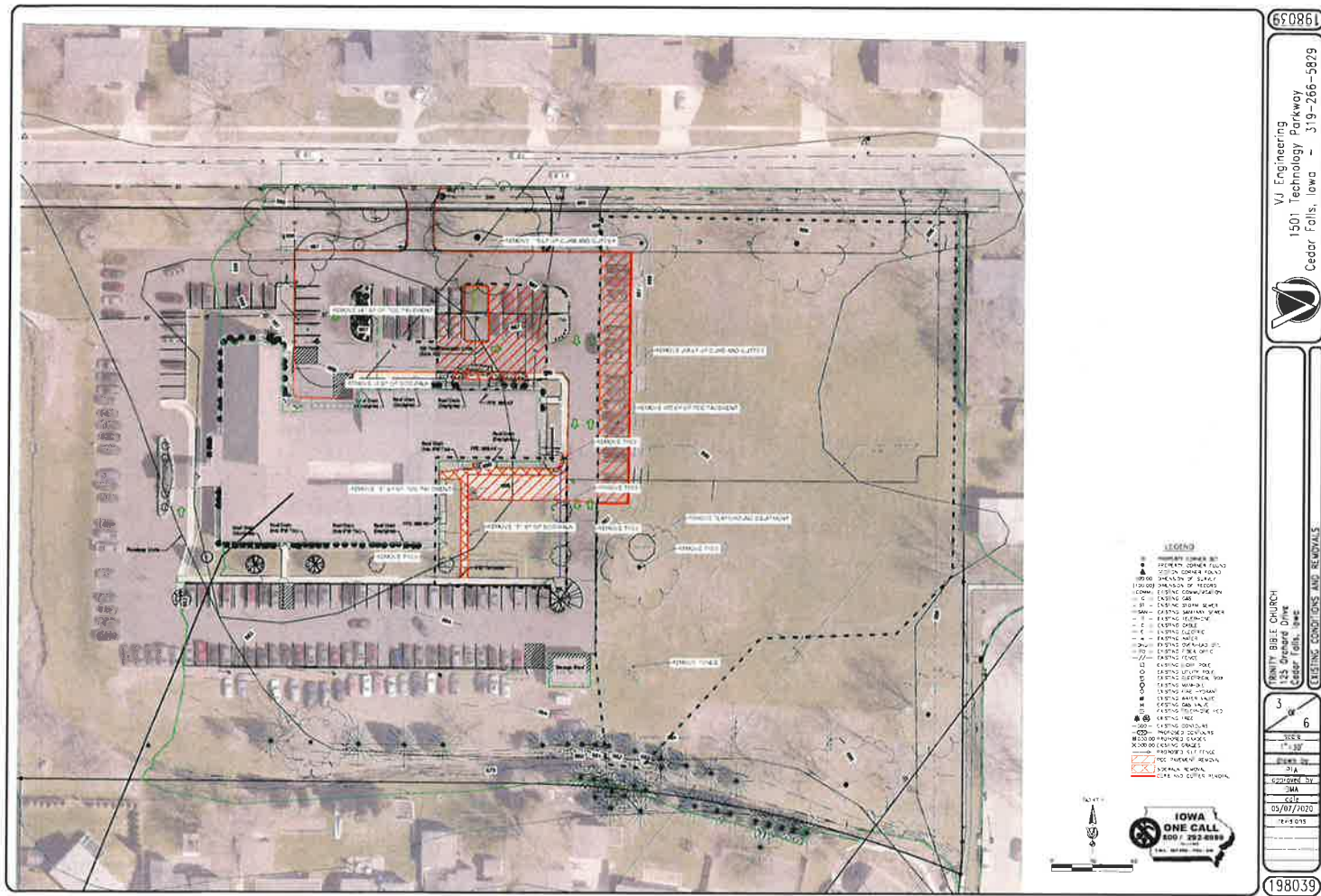
VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa 51101
319-266-5829



John Biber, Owner
VJ Engineering
Cedar Falls, Iowa
GENERAL NOTES

2	6
SCALE	
1" = 30'	
DRAWN BY	
PJA	
APPROVED BY	
DMA	
DATE	
05/07/2025	
18 x 36 in.	

198039



650861

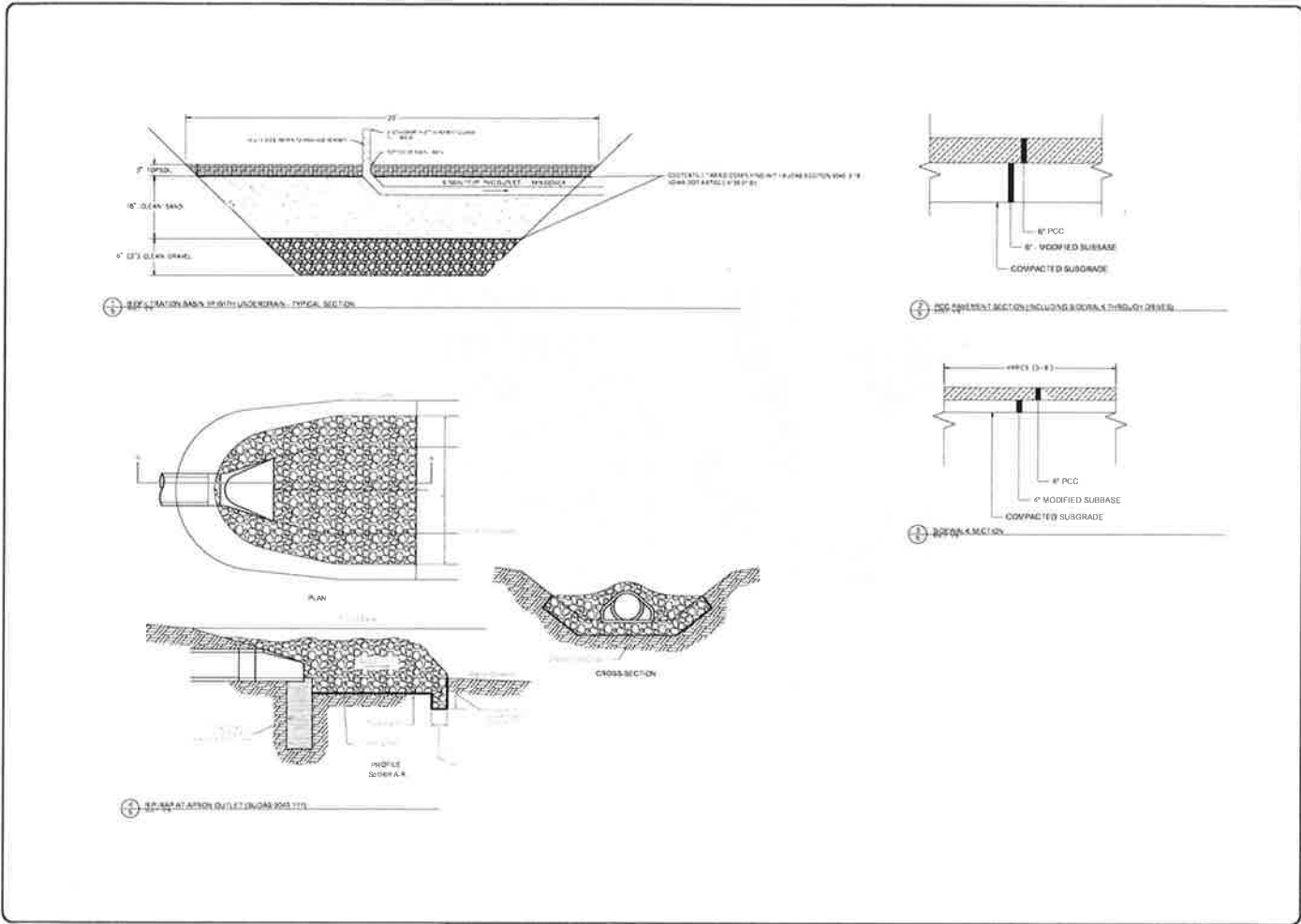
V.E. Engineering
1501 Technology Parkway
Cedar Falls, Iowa 51425



ST. PAUL'S EPISCOPAL CHURCH
125 Orange Drive
Cedar Falls, Iowa
CERTIFICATE OF CONSTRUCTION AND RESERVATIONS

3	6
SHEET	1 OF 2
DATE	05/01/2020
SCALE	1" = 30'
PROJECT NO.	224
DESIGNED BY	JMA
CHECKED BY	JMA
DATE	05/01/2020
DRAWN BY	JMA
DATE	05/01/2020
CHECKED BY	JMA
DATE	05/01/2020

198039



66086

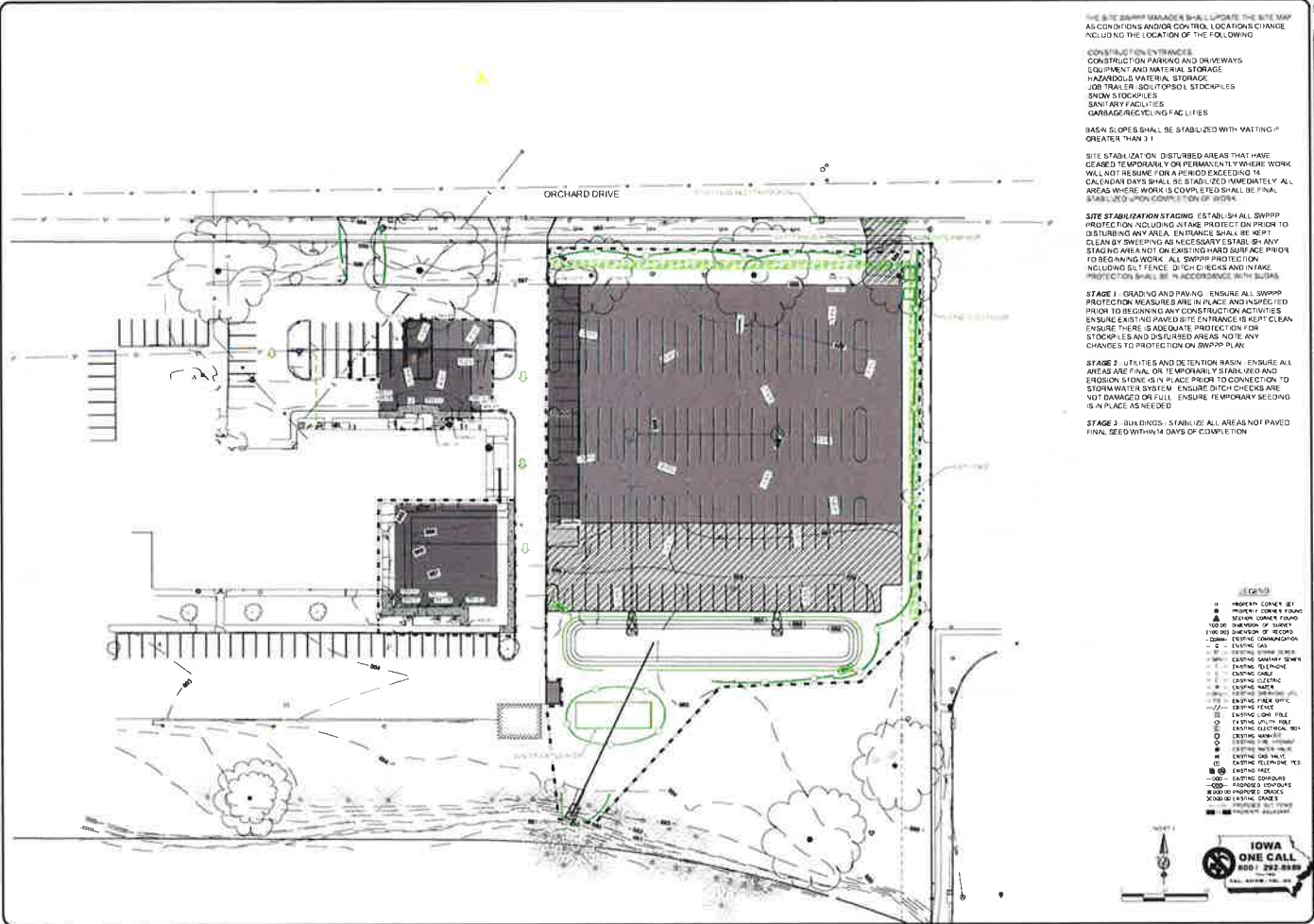
VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa 52602
 319-266-5829



Sheets: 563, 564, 565
 566, 567, 568, 569
 570, 571, 572, 573
 574, 575, 576, 577
 578, 579, 580, 581
 582, 583, 584, 585
 586, 587, 588, 589
 590, 591, 592, 593
 594, 595, 596, 597
 598, 599, 600, 601

5'
6'
7'
8'
9'
10'
11'
12'
13'
14'
15'
16'
17'
18'
19'
20'

198039



THE SITE SWPPP MANAGER SHALL UPDATE THE SITE MAP AS CONDITIONS AND/OR CONTROL LOCATIONS CHANGE INCLUDING THE LOCATION OF THE FOLLOWING:

- CONSTRUCTION ENTRANCES
- CONSTRUCTION PARKING AND DRIVEWAYS
- EQUIPMENT AND MATERIAL STORAGE
- HAZARDOUS MATERIAL STORAGE
- JOB TRAILER, SOIL/ROCK STOCKPILES
- SNOW STOCKPILES
- SANITARY FACILITIES
- GARBAGE/RECYCLING FACILITIES

BACN SLOPES SHALL BE STABILIZED WITH MATTING GREATER THAN 1:1.

SITE STABILIZATION DISTURBED AREAS THAT HAVE CEASED TEMPORARILY OR PERMANENTLY WHERE WORK WILL NOT RESUME FOR A PERIOD EXCEEDING 15 CALENDAR DAYS SHALL BE STABILIZED IMMEDIATELY. ALL AREAS WHERE WORK IS COMPLETED SHALL BE FINALLY STABILIZED UPON COMPLETION OF WORK.

STAGE 1: GRADING AND PAVING. ENSURE ALL SWPPP PROTECTION MEASURES ARE IN PLACE AND INSPECTED PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES. ENSURE EXISTING PAVED SITE ENTRANCE IS KEPT CLEAN. ENSURE THERE IS ADEQUATE PROTECTION FOR STOCKPILES AND UTILIZED AREAS. NOTE ANY CHANGES TO PROTECTION ON SWPPP PLAN.

STAGE 2: UTILITIES AND DETENTION BASIN. ENSURE ALL AREAS ARE FINAL OR TEMPORARILY STABILIZED AND EROSION CONTROL IS IN PLACE PRIOR TO CONNECTION TO STORMWATER SYSTEM. ENSURE DITCH CHECKS ARE NOT DAMAGED OR CULLED. ENSURE TEMPORARY SEEDING IS IN PLACE AS NEEDED.

STAGE 3: DRAIN DINGS. STABILIZE ALL AREAS NOT PAVED FINAL SEED WITHIN 14 DAYS OF COMPLETION.

- LEGEND**
- PROPERTY CORNER SET
 - ▲ WATER CORNER MARK
 - CONCRETE FOUNDATION
 - EXISTING DRAINAGE
 - EXISTING DRAINAGE
 - EXISTING DRAINAGE
 - EXISTING TELEPHONE
 - EXISTING CULVERT
 - EXISTING CURB
 - EXISTING DRIVEWAY
 - EXISTING DRIVE
 - EXISTING DRIVE
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 - EXISTING DRIVE

198039

VI Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa 52603
 319-266-5829



6 5

17'-30"

1"=30'

DATE: 05/27/25

BY: [Signature]

198039

Exhibit C

Detention Basin Operation and Maintenance Plan

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover 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.
<i>The inlet device: pipe or swale</i>	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 over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	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.
<i>The main detention area</i>	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 cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	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.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have 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/LLEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

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 Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 17, 2020

SUBJECT: W. 27th Street Reconstruction
 Project No. RC-000-3240
 Iowa Department of Transportation
 Iowa Clean Air Attainment Program (ICAAP)
 Support of Application for ICAAP

Please find attached the resolution in support of the City of Cedar Falls application for the Iowa Department of Transportation's Iowa Clean Air Attainment Program (ICAAP) for the W. 27th Street Reconstruction project.

The W. 27th Street Reconstruction will involve the reconstruction of the existing roadway from the new Cedar Falls High School east to Hudson Ave. This project is currently programmed in the CIP for construction in FY 2023-2024. The project is currently budgeted at \$3,900,000. Programmed funds include Local Option Sales Tax, Street Construction Fund, Cedar Falls Community School District, and General Obligation Bonds.

The ICAAP awards funds to projects with the highest potential for reducing transportation-related congestion and air pollution.

The Engineering Division of the Public Works Department recommends approval and support of this ICAAP application with the Iowa Department of Transportation.

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

RESOLUTION NO. _____

RESOLUTION ACCEPTING AND APPROVING THE SUPPORT OF ICAAP
GRANT APPLICATION, CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council does hereby recommend approval of the ICAAP grant application for the Traffic Flow Improvements project on West 27th Street; and

WHEREAS, the Black Hawk County Metropolitan Area Transportation Policy Board as the designated Metropolitan Planning Organization (MPO) for the urbanized area of Black Hawk County, Iowa, which includes the City of Cedar Falls supports the City of Cedar Falls ICAAP grant application for the Traffic Flow Improvements project on West 27th Street; and

WHEREAS, the Iowa Department of Transportation administers the Iowa Clean Air Attainment Program (ICAAP) and awards funding to projects that will relieve traffic congestion and improve air quality; and

WHEREAS, the Traffic Flow Improvements project on West 27th Street in Cedar Falls will help achieve these goals for the City of Cedar Falls and the metropolitan area; and

WHEREAS, the Traffic Flow Improvements project conforms to the MPO's transportation planning process and the 2045 Long-Range Transportation Plan.; and

WHEREAS, the City of Cedar Falls will commit necessary local matching

funding for the project implementation; and

WHEREAS, upon project completion, the City of Cedar Falls will be responsible for adequately maintaining and operating the project for public use during the project’s useful life.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that supports the City of Cedar Falls’ ICAAP grant application for the Traffic Flow Improvements project on West 27th Street.

ADOPTED this _____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



September 10, 2020

Jared Smith
Iowa Department of Transportation
Systems Planning Bureau
800 Lincoln Way
Ames, IA 50010

Dear Mr. Smith:

The Black Hawk County Metropolitan Area Transportation Policy Board (MPO) would like to offer its full support for the City of Cedar Falls' Iowa Clean Air Attainment Program application for traffic flow improvements on West 27th Street. The MPO recognizes the importance of implementing projects that will relieve traffic congestion, improve air quality, improve environmental and personal health, and promote and enhance economic development and quality of life. Completion of this project will help achieve these goals for Cedar Falls and improve future traffic flow generated by the new high school. This project conforms to the following goals and objectives of the MPO's 2045 Long-Range Transportation Plan:

- Goal 3: Support an efficient transportation system
 - Objective 3.3: Improve freight travel time reliability
 - Objective 3.4: Reduce the total vehicle hours traveled

The MPO fully recognizes the importance of improving the efficiency of travel for all modes of transportation and fully believes this project will reduce travel times, idle times and stops at intersections, and vehicle emissions. Therefore, we ask that you give this application strong consideration for funding.

Sincerely,

Mayor Quentin Hart
Chair, Black Hawk County MPO



Educating each student to be a lifelong learner and a caring, responsible citizen

September 16, 2020

Jared Smith
Iowa Clean Air Attainment Program
Iowa Department of Transportation
Systems Planning Bureau
800 Lincoln Way
Ames, IA 50010

Dear Mr. Smith:

The Cedar Falls Community School District would like to offer its full support for the City of Cedar Falls Iowa Clean Air Attainment Program application regarding the 27th Street construction. As a District, we see many benefits of this roadway improvement as we build a new high school at this location. Of utmost importance is the safety of students and visitors, especially during large events, which these improvements will provide.

We also are excited about the following improvements that will be provided by this project, which align with several of our District goals:

- Relieve traffic congestion
- Reduce amount of traffic idling
- Promote future economic development
- Enhance quality of life
- Greatly reduce stops at intersections and potential 90 degree accidents

As a community school district, we fully appreciate the importance of creating safe travel for students, staff and visitors to our buildings, which includes multiple modes of transportation. This project will greatly improve safety and reduce emissions. We respectfully ask that you give this application funding so we can enhance our great community.

Sincerely,

Andy Pattee



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: September 16, 2020

SUBJECT: Mandalay Slope Stabilization Project
 Project No. MC-091-3218
 Receipt of Competitive Quotes

Pursuant to Iowa State Code and The City's Accounting Policies and Procedures Manual, the Engineering Division solicited competitive quotes from three contractors certified for installing the specified system of slope stabilization repair for the Mandalay Slope Stabilization Project. On Monday, September 14th, 2020 at 2:00 p.m., quotes were received and reviewed for the referenced project. All three Contractor's responded to the solicitation with Peterson Contractor's Inc., 104 Blackhawk Street, Reinbeck, IA 50669 supplying a quoted amount to complete the work. The quoted amount received is \$106,611.00. The Engineer's estimate for this project is \$104,040. The received quote is 2.4% above the Engineer's Estimate. Attached is the tabulation of quotes for your reference.

Although the City having only received one quoted amount and that the quote is above the Engineer's estimate, the Engineering Division feels it can be attributed to scheduling and uncertainty in the construction sector due to the ongoing pandemic. As a result of these findings, the Engineering Division recommends acceptance of this quote from Peterson Contractors, Inc. in the amount of \$106,611.00. It is anticipated On October 5th, 2020, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

xc: Chase Schrage, Director of Public Works

TABULATION OF QUOTES

Mandalay Slope Stabilization
 Project Number: MC-091-3218

September 14, 2020 @ 2:00 PM				BASE BID		ENGINEER'S ESTIMATE		Peterson Contractors, Inc.		GeoStabilization International		Bentons Sand and Gravel		AVERAGE OF QUOTES	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1.0	\$10,000.00	\$10,000.00	\$19,500.00	\$19,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,500.00	\$19,500.00
2	SRT Plate Pile System	LS	1.0	\$75,000.00	\$75,000.00	\$56,631.00	\$56,631.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,631.00	\$56,631.00
3	Connect Subdrain to Ex. Storm MH	LS	1.0	\$500.00	\$500.00	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00
4	4" Subdrain	LF	40.0	\$20.00	\$760.00	\$65.00	\$2,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.00	\$2,600.00
5	Filling of Drainage Rill	CY	20.0	\$120.00	\$2,280.00	\$125.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$2,500.00
6	Manhole Casting - Remove and Replace	EA	3.0	\$1,000.00	\$3,000.00	\$750.00	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$2,250.00
7	Site Restoration - Seeding	LS	1.0	\$10,000.00	\$10,000.00	\$18,940.00	\$18,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,940.00	\$18,940.00
8	Site Restoration - Sodding	LS	1.0	\$2,500.00	\$2,500.00	\$3,440.00	\$3,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,440.00	\$3,440.00
TOTAL BASE BID					\$104,040.00	\$106,611.00		\$0.00		\$0.00		\$106,611.00			
Bid Security (5%)						X		DECLINED TO PROVIDE QUOTE		DECLINED TO PROVIDE QUOTE					



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: September 16, 2020

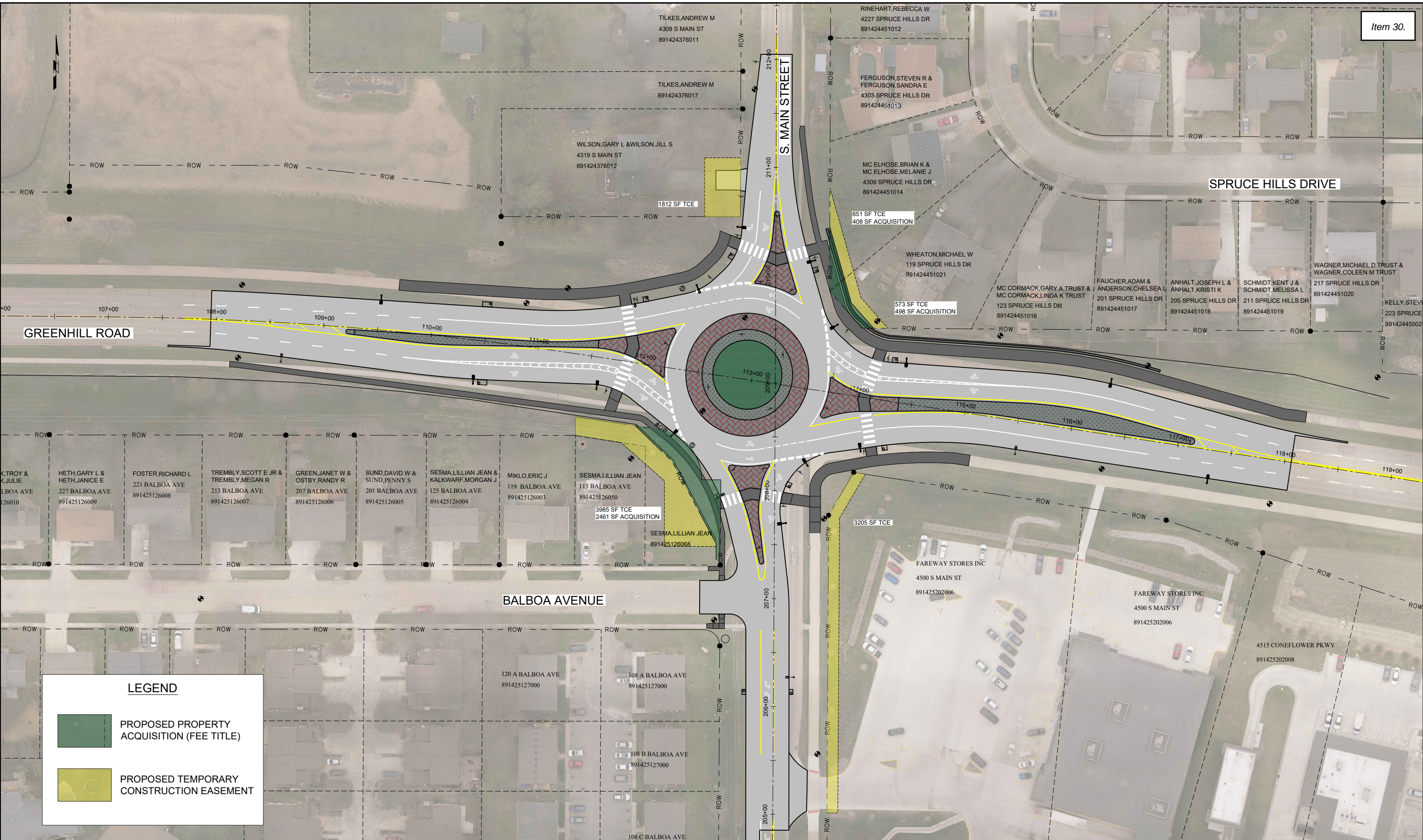
SUBJECT: Greenhill Rd and South Main St Intersection Improvements
 Public Hearing
 Project Number RC-173-3228

The City of Cedar Falls is planning to reconstruct the intersection of Greenhill Road and S Main St. The existing intersection will be replaced with a multilane roundabout to improve the overall flow of traffic in all directions. The project will include improvements to the water main, storm sewer and other miscellaneous roadway items. In addition, overhead electrical will be buried as a result of this project. Right-of-Way acquired for the project will be used for roadway alignment and utility relocations. Plans for the project shows the need for fee title and/or easement acquisitions from approximately five (5) properties.

These acquired property acquisitions are a result of the new intersection design. Due to the changes in the roadway and the necessary utility relocations, the City plans to acquire the right-of-way on two properties along the northeast corner, and one property along the southwest corner. Temporary construction easements will be necessary for these three same properties, as well as two additional properties located on the northwest and southeast corners, respectively.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right-of-way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

xc: Chase Schrage, Director of Public Works
 Ben Claypool, Civil Engineer II, PhD, EI



LEGEND

- PROPOSED PROPERTY ACQUISITION (FEE TITLE)
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Daily Invoices for Council Meeting 09/21/20

PREPARED 09/17/2020, 12:08:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 02/2021

Item 31.

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER				POST DT
FUND 101 GENERAL FUND									
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
449		03/21	AP	09/16/20	0394900	BLACK HAWK CO.RECORDER	12.00		09/17/20
		RCD:RESOLUTION #22,103							
449		03/21	AP	09/16/20	0394900	BLACK HAWK CO.RECORDER	37.00		09/17/20
		RCD:NTC.FNL.ASSESS.PROC. SWATOSH-1227 W. 22ND ST.							
449		03/21	AP	09/16/20	0394900	BLACK HAWK CO.RECORDER	42.00		09/17/20
		RCD:NTC.FNL.ASSESS.PROC. R.WALKER-2208 COVENTRY							
ACCOUNT TOTAL							91.00	.00	91.00
101-2203-423.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND									
396		02/21	AP	08/14/20	0394807	CEDAR FALLS MUNICIPAL BAND		430.52	09/10/20
		ACCOUNT CORRECTION PROPERTY TAX PAYMENT							
ACCOUNT TOTAL							.00	430.52	430.52-
101-2205-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
386		03/21	AP	09/04/20	0394880	JANIS STEELE	573.43		09/09/20
		RMB:REC.PROG.MGR.TRAV.EXP							
ACCOUNT TOTAL							573.43	.00	573.43
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND									
419		03/21	AP	09/14/20	0394893	CEDAR FALLS MUNICIPAL BAND	646.70		09/15/20
		PROPERTY TAX PAYMENT							
396		02/21	AP	08/14/20	0394807	CEDAR FALLS MUNICIPAL BAND	430.52		09/10/20
		PROPERTY TAX PAYMENT							
ACCOUNT TOTAL							1,077.22	.00	1,077.22
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
449		03/21	AP	09/14/20	0394901	BRYCE HETH	40.00		09/17/20
		REFUND-YOUTH PUNCH CARD							
449		03/21	AP	09/14/20	0394902	BRYCE HETH	58.00		09/17/20
		REFUND-YOUTH PUNCH CARD							
386		03/21	AP	09/04/20	0394883	SARA SMITH	66.00		09/09/20
		REFUND-PTL.SHELTER RENTAL							
ACCOUNT TOTAL							164.00	.00	164.00
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES									
419		03/21	AP	09/09/20	0394896	HINES, MAGGIE	14.08		09/15/20
		RMB:YARN-CLASSROOM PROJ.							
ACCOUNT TOTAL							14.08	.00	14.08

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS								
401		03/21	AP	09/10/20	0394887	APRIL PETERS	42.00	09/11/20
REFUND-CLASS CANCELLED								
ACCOUNT TOTAL						42.00	.00	42.00
101-4511-414.85-01 UTILITIES / UTILITIES								
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	3,154.76	09/11/20
UTILITIES THRU 08/15/20								
ACCOUNT TOTAL						3,154.76	.00	3,154.76
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	32.78	09/11/20
UTILITIES THRU 08/15/20								
ACCOUNT TOTAL						32.78	.00	32.78
101-5521-415.85-01 UTILITIES / UTILITIES								
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	2,874.65	09/11/20
UTILITIES THRU 08/15/20								
ACCOUNT TOTAL						2,874.65	.00	2,874.65
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS								
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	103.01	09/11/20
UTILITIES THRU 08/15/20								
ACCOUNT TOTAL						103.01	.00	103.01
101-6613-433.85-01 UTILITIES / UTILITIES								
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	154.55	09/11/20
UTILITIES THRU 08/15/20								
ACCOUNT TOTAL						154.55	.00	154.55
101-6616-446.85-01 UTILITIES / UTILITIES								
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	739.20	09/11/20
UTILITIES THRU 08/15/20								
ACCOUNT TOTAL						739.20	.00	739.20
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE								

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
							-----	POST DT
FUND 101 GENERAL FUND								
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE	continued	
449		03/21	AP	09/01/20	0394903	CENTURYLINK	55.70	09/17/20
						CEDAR RIVER GAUGE-AUG'20		
						ACCOUNT TOTAL	55.70	.00 55.70
101-6633-423.85-01 UTILITIES / UTILITIES								
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	564.02	09/11/20
						UTILITIES THRU 08/15/20		
						ACCOUNT TOTAL	564.02	.00 564.02
						FUND TOTAL	9,640.40	430.52 9,209.88
FUND 203 TAX INCREMENT FINANCING								
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF		
419		03/21	AP	09/14/20	0394894	DEBT SERVICE	24,705.50	09/15/20
						PROPERTY TAX PAYMENT		
419		03/21	AP	09/14/20	0394892	CAPITAL PROJECTS FUND	10,913.66	09/15/20
						PROPERTY TAX PAYMENT		
419		03/21	AP	09/14/20	0394892	CAPITAL PROJECTS FUND	254.19	09/15/20
						PROPERTY TAX PAYMENT		
						ACCOUNT TOTAL	35,873.35	.00 35,873.35
						FUND TOTAL	35,873.35	.00 35,873.35
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.73-32						OTHER SUPPLIES / STREETS		
419		03/21	AP	06/04/20	0394891	BENTON'S READY MIX CONCRETE, CONCRETE - WATERLOO RD	862.75	09/15/20
						RE-ISSUE CK#134406		
419		03/21	AP	06/01/20	0394891	BENTON'S READY MIX CONCRETE, CONCRETE - TERRACE DR	493.50	09/15/20
						RE-ISSUE CK#134406		
419		03/21	AP	05/27/20	0394891	BENTON'S READY MIX CONCRETE, CONCRETE - GREENHILL RD	498.00	09/15/20
						RE-ISSUE CK#134406		
						ACCOUNT TOTAL	1,854.25	.00 1,854.25
206-6637-436.85-01 UTILITIES / UTILITIES								
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	1,545.54	09/11/20
						UTILITIES THRU 08/15/20		
						ACCOUNT TOTAL	1,545.54	.00 1,545.54

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.85-01 UTILITIES / UTILITIES										
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	1,861.48			09/11/20
						UTILITIES THRU 08/15/20				
						ACCOUNT TOTAL	1,861.48	0.00	1,861.48	
						FUND TOTAL	5,261.27	0.00	5,261.27	
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										
449		03/21	AP	08/01/19	0037010	LOWN, JAMES M.	393.00			09/17/20
						HAP_TAYLOR S 082019 RE-ISSUE CK#36575				
449		03/21	AP	08/01/19	0037010	LOWN, JAMES M.	224.00			09/17/20
						HAP_KLEIN R 082019 RE-ISSUE CK#36575				
						ACCOUNT TOTAL	617.00	0.00	617.00	
						FUND TOTAL	617.00	0.00	617.00	
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
449		03/21	AP	09/15/20	0394908	SURMA, JOSEPH EDWARD	85.00			09/17/20
						CF VBALL-CR WASHINGTON CAMERA OPERATOR				
						PROJECT#: 759				
449		03/21	AP	09/15/20	0394899	BENSON, ERIC	85.00			09/17/20
						CF VBALL-CR WASHINGTON CAMERA OPERATOR				
						PROJECT#: 759				
449		03/21	AP	09/15/20	0394904	DEWITT, JASON	85.00			09/17/20
						CF VBALL-CR WASHINGTON CAMERA OPERATOR				
						PROJECT#: 759				
449		03/21	AP	09/15/20	0394905	LONGNECKER, JEREMIAH	100.00			09/17/20
						CF VBALL-CR WASHINGTON ANNOUNCER				
						PROJECT#: 759				
449		03/21	AP	09/15/20	0394907	SIMPSON, MARK	120.00			09/17/20
						CF VBALL-CR WASHINGTON ANNOUNCER				
						PROJECT#: 759				
386		03/21	AP	09/04/20	0394885	STOW, CHRISTIAN	100.00			09/09/20
						CF FOOTBALL-WATERLOO WEST CAMERA OPERATOR				
						PROJECT#: 759				
386		03/21	AP	09/04/20	0394877	BENSON, ERIC	200.00			09/09/20
						CF FOOTBALL-WATERLOO WEST CAMERA OPERATOR				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 759										
386		03/21 AP		09/04/20	0394886	SURMA, JOSEPH EDWARD CAMERA OPERATOR	200.00			09/09/20
PROJECT#: 759										
386		03/21 AP		09/04/20	0394879	DEWITT, JASON CAMERA OPERATOR	200.00			09/09/20
PROJECT#: 759										
386		03/21 AP		09/04/20	0394881	LONGNECKER, JEREMIAH ANNOUNCER	225.00			09/09/20
PROJECT#: 759										
386		03/21 AP		09/04/20	0394884	SIMPSON, MARK ANNOUNCER	225.00			09/09/20
PROJECT#: 759										
386		03/21 AP		09/03/20	0394884	SIMPSON, MARK ANNOUNCER	200.00			09/09/20
PROJECT#: 759										
386		03/21 AP		09/03/20	0394881	LONGNECKER, JEREMIAH ANNOUNCER	200.00			09/09/20
PROJECT#: 759										
386		03/21 AP		09/03/20	0394879	DEWITT, JASON CAMERA OPERATOR	170.00			09/09/20
PROJECT#: 759										
386		03/21 AP		09/03/20	0394885	STOW, CHRISTIAN CAMERA OPERATOR	170.00			09/09/20
PROJECT#: 759										
386		03/21 AP		09/03/20	0394886	SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00			09/09/20
PROJECT#: 759										
ACCOUNT TOTAL							2,535.00	.00		2,535.00
FUND TOTAL							2,535.00	.00		2,535.00
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
449		03/21 AP		09/10/20	0394906	NICHOLAS MORRIS	30.00			09/17/20
REF:PRKG.OVRPAY-100936441						100937476				
ACCOUNT TOTAL							30.00	.00		30.00
FUND TOTAL							30.00	.00		30.00

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 261 TOURISM & VISITORS									
261-2291-423.85-01 UTILITIES / UTILITIES									
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES	617.91		09/11/20
						UTILITIES THRU 08/15/20			
ACCOUNT TOTAL							617.91	.00	617.91
FUND TOTAL							617.91	.00	617.91
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.87-01 RENTALS / RENTALS									
419		03/21	AP	09/10/20	0394898	JUDY FLORES	250.00		09/15/20
						REFUND-SECURITY DEPOSIT			
ACCOUNT TOTAL							250.00	.00	250.00
FUND TOTAL							250.00	.00	250.00
FUND 291 POLICE FORFEITURE FUND									
291-5521-415.89-41 MISCELLANEOUS SERVICES / POLICE EQUIPMENT									
386		03/21	AP	09/03/20	0394878	BLACK HAWK CO.SHERIFF	477.00		09/09/20
						J. WILSON GARNISHMENT			JUMONIE WILSON
ACCOUNT TOTAL							477.00	.00	477.00
FUND TOTAL							477.00	.00	477.00
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430 2004 TIF BOND										
430-1220-431.97-49 TIF BOND PROJECTS / SOUTH INDUSTRIAL PARK										
419		03/21 AP		09/11/20	0394897	JKC INVESTMENTS, LLC	15,000.00			09/15/20
FNL.SETTLEMENT-CYBERLANE										
PROJECT#: 023141										
ACCOUNT TOTAL							15,000.00	.00	15,000.00	
FUND TOTAL							15,000.00	.00	15,000.00	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6685-436.85-01 UTILITIES / UTILITIES										
401		03/21 AP		08/15/20	0394889	CEDAR FALLS UTILITIES	1,545.54			09/11/20
UTILITIES THRU 08/15/20										
ACCOUNT TOTAL							1,545.54	.00	1,545.54	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
401		03/21 AP		08/15/20	0394889	CEDAR FALLS UTILITIES	5,860.00			09/11/20
UTILITIES THRU 08/15/20										
ACCOUNT TOTAL							5,860.00	.00	5,860.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
401		03/21 AP		08/31/20	0394888	BLACK HAWK CO.LANDFILL	22,242.48			09/11/20

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 551 REFUSE FUND									
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN						continued			
LANDFILL SRV:8/16-8/31/20									
ACCOUNT TOTAL							22,242.48	.00	22,242.48
FUND TOTAL							29,648.02	.00	29,648.02
FUND 552 SEWER RENTAL FUND									
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
419		03/21	AP	05/20/20	0394891	BENTON'S READY MIX CONCRETE, CONCRETE - 122 BERGSTROM	595.00		09/15/20
ACCOUNT TOTAL							595.00	.00	595.00
552-6655-436.85-01 UTILITIES / UTILITIES									
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES UTILITIES THRU 08/15/20	1,820.61		09/11/20
ACCOUNT TOTAL							1,820.61	.00	1,820.61
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
401		03/21	AP	08/31/20	0394888	BLACK HAWK CO.LANDFILL LANDFILL SRV:8/16-8/31/20	70.56		09/11/20
ACCOUNT TOTAL							70.56	.00	70.56
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
401		03/21	AP	08/15/20	0394889	CEDAR FALLS UTILITIES UTILITIES THRU 08/15/20	5,860.00		09/11/20
ACCOUNT TOTAL							5,860.00	.00	5,860.00
FUND TOTAL							8,346.17	.00	8,346.17
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
419		03/21	AP	06/03/20	0394891	BENTON'S READY MIX CONCRETE, CONCRETE - SUNNY LANE CB	493.50		09/15/20
419		03/21	AP	06/03/20	0394891	BENTON'S READY MIX CONCRETE, CONCRETE - 3RD ST RAKE	493.50		09/15/20
419		03/21	AP	06/02/20	0394891	BENTON'S READY MIX CONCRETE, CONCRETE - TERRACE DR CB	241.50		09/15/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS							continued			
ACCOUNT TOTAL							1,228.50	.00	1,228.50	
555-6630-432.86-20 REPAIR & MAINTENANCE / STORM SEWERS										
419		03/21 AP		06/04/20	0394891	BENTON'S READY MIX CONCRETE, CONCRETE -2211 TERRACE DR	458.25		09/15/20	
ACCOUNT TOTAL							458.25	.00	458.25	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
401		03/21 AP		08/15/20	0394889	CEDAR FALLS UTILITIES UTILITIES THRU 08/15/20	5,860.00		09/11/20	
ACCOUNT TOTAL							5,860.00	.00	5,860.00	
FUND TOTAL							7,546.75	.00	7,546.75	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
401		03/21 AP		09/01/20	0394890	CENTURYLINK	65.55		09/11/20	
						CITY PHONE SERV.-SEP'20				
401		03/21 AP		09/01/20	0394890	CENTURYLINK	53.85		09/11/20	
						CITY PHONE SERV.-SEP'20				
ACCOUNT TOTAL							119.40	.00	119.40	
FUND TOTAL							119.40	.00	119.40	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
449		03/21 AP		09/15/20	0394909	WITRY, CRAIG	618.00		09/17/20	
						RMB:JUL-AUG'20 HEALTH SEV				
386		03/21 AP		09/08/20	0394882	REGENOLD, SHARON K.	214.34		09/09/20	
						RMB:JULY 2020 HEALTH SEV.				
386		03/21 AP		09/08/20	0394876	ANDERSON, ALETA L.	144.60		09/09/20	
						RMB:AUG. 2020 HEALTH SEV.				
386		03/21 AP		09/08/20	0394876	ANDERSON, ALETA L.	144.60		09/09/20	
						RMB:AUG. 2020 HEALTH SEV.				
ACCOUNT TOTAL							1,121.54	.00	1,121.54	

ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 681						HEALTH SEVERANCE			
						FUND TOTAL	1,121.54	.00	1,121.54
FUND 682						HEALTH INSURANCE - FIRE			
FUND 685						VEHICLE MAINTENANCE FUND			
FUND 686						PAYROLL FUND			
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE			
387		03/21	AP	09/09/20	0394875	ADVANTAGE ADMINISTRATORS	5,833.95		09/09/20
						CAFETERIA PLAN:09/11/20			
						ACCOUNT TOTAL	5,833.95	.00	5,833.95
						FUND TOTAL	5,833.95	.00	5,833.95
FUND 687						WORKERS COMPENSATION FUND			
FUND 688						LTD INSURANCE FUND			
FUND 689						LIABILITY INSURANCE FUND			
FUND 724						TRUST & AGENCY			
724-0000-487.50-01						TRANSFERS OUT / TRANSFERS TO GENERAL FUND			
419		03/21	AP	09/14/20	0394895	GENERAL FUND	48,533.89		09/15/20
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	48,533.89	.00	48,533.89
						FUND TOTAL	48,533.89	.00	48,533.89
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	171,451.65	430.52	171,021.13

Council Invoices for Council Meeting 09/21/20

PREPARED 09/17/2020, 11:52:48
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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	----TRANSACTION----	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD DATE NUMBER DESCRIPTION			BALANCE
POST DT ----						
FUND 101 GENERAL FUND						
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						
378		03/21 AP	09/08/20 0000000 PARKADE PRINTER, INC.	68.99		09/17/20
			#9 WINDOW ENVELOPES			
378		03/21 AP	08/10/20 0000000 STOREY KENWORTHY	1.77		09/17/20
			CORR.TAPE,POST ITS			
378		03/21 AP	08/10/20 0000000 STOREY KENWORTHY	20.03		09/17/20
			COPY PAPER			
378		03/21 AP	08/03/20 0000000 STOREY KENWORTHY	7.12		09/17/20
			POCKET FILE FLDRS,TABS			
ACCOUNT TOTAL				97.91	.00	97.91
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						
378		03/21 AP	09/08/20 0000000 PARKADE PRINTER, INC.	9.20		09/17/20
			#9 WINDOW ENVELOPES			
378		03/21 AP	08/10/20 0000000 STOREY KENWORTHY	.45		09/17/20
			CORR.TAPE,POST ITS			
378		03/21 AP	08/10/20 0000000 STOREY KENWORTHY	3.57		09/17/20
			COPY PAPER			
378		03/21 AP	08/04/20 0000000 STOREY KENWORTHY	103.96		09/17/20
			2-3 HOLE PUNCH			
ACCOUNT TOTAL				117.18	.00	117.18
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						
378		03/21 AP	09/08/20 0000000 PARKADE PRINTER, INC.	137.96		09/17/20
			#9 WINDOW ENVELOPES			
378		03/21 AP	08/14/20 0000000 STOREY KENWORTHY	16.57		09/17/20
			FLAGS,PENS,PENCIL,LEAD			
378		03/21 AP	08/10/20 0000000 STOREY KENWORTHY	6.60		09/17/20
			GEL PENS			
378		03/21 AP	08/10/20 0000000 STOREY KENWORTHY	15.32		09/17/20
			CORR.TAPE,POST ITS,FLAGS			
378		03/21 AP	08/10/20 0000000 STOREY KENWORTHY	48.61		09/17/20
			COPY PAPER			
ACCOUNT TOTAL				225.06	.00	225.06
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						
448		03/21 AP	08/31/20 0000000 REGISTER MEDIA	1,190.65		09/17/20
			JOB AD: HR MANAGER DIGITAL 8/14/20 & 8/18/20			
369		03/21 AP	08/13/20 0135058 US BANK	100.00		09/04/20
			NEPELRA JOB AD:HUMAN RESOURCE MGR			
369		03/21 AP	08/13/20 0135058 US BANK	449.00		09/04/20
			SHRM HR JOBS JOB AD:HUMAN RESOURCE MGR			
ACCOUNT TOTAL				1,739.65	.00	1,739.65

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
369		03/21	AP	07/27/20	0135058	US BANK	285.00		09/04/20
		AICPA		*ORDER		FY21 MEMBER P KOCKLER			
ACCOUNT TOTAL							285.00	.00	285.00
101-1028-441.89-81 MISCELLANEOUS SERVICES / CAFETERIA PLAN									
404		03/21	AP	09/10/20	0000000	ADVANTAGE ADMINISTRATORS	1,222.80		09/17/20
						CAFE.ADMIN.FEE-4TH QTR'20			
ACCOUNT TOTAL							1,222.80	.00	1,222.80
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
378		03/21	AP	09/08/20	0000000	PARKADE PRINTER, INC.	11.50		09/17/20
						#9 WINDOW ENVELOPES			
378		03/21	AP	08/14/20	0000000	STOREY KENWORTHY	101.61		09/17/20
						CHAIR MAT			
378		03/21	AP	08/10/20	0000000	STOREY KENWORTHY	.15		09/17/20
						CORR.TAPE,POST ITS			
378		03/21	AP	08/10/20	0000000	STOREY KENWORTHY	3.57		09/17/20
						COPY PAPER			
ACCOUNT TOTAL							116.83	.00	116.83
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
378		03/21	AP	09/01/20	0000000	THOMSON REUTERS - WEST	601.07		09/17/20
						WESTLAW INFORMATION			
						08/01/20-08/31/20			
369		03/21	AP	08/10/20	0135058	US BANK	283.00		09/04/20
						HOTDOCS			
						LIBRARY OF LEGAL DOCUMNTS			
ACCOUNT TOTAL							884.07	.00	884.07
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
404		03/21	AP	09/02/20	0000000	SWISHER & COHRT, P.L.C.	70.00		09/17/20
						LGL:MISC & APPEALS			
						8/24/20-8/25/20			
ACCOUNT TOTAL							70.00	.00	70.00
101-1048-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
369		03/21	AP	08/17/20	0135058	US BANK	199.00		09/04/20
						PAYPAL *GCINSIDER			
						WEBINAR-COVID REGULATIONS			
ACCOUNT TOTAL							199.00	.00	199.00

GROUP	PO	ACCTG	-----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

POST DT ----									
FUND 101 GENERAL FUND									
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
370		03/21	AP	08/10/20	0135058	US BANK	15.99	09/04/20	
		AMZN MKTP US*MF09V3MH2 AM				.35" LABL TAPE CARTRIDGES			
370		03/21	AP	08/07/20	0135058	US BANK	13.89	09/04/20	
		AMZN MKTP US*MF5L86GY0 AM				.47" LABL TAPE CARTRIDGES			
370		03/21	AP	07/29/20	0135058	US BANK	47.83	09/04/20	
		AMZN MKTP US*MF0L17ZD1				STYLUS PENS & LASER POINT			
370		03/21	AP	07/27/20	0135058	US BANK	20.86	09/04/20	
		AMAZON.COM*MV2G84HC2 AMZN				PAPER MATE STYLUS PENS			
		ACCOUNT TOTAL					98.57	.00 98.57	
101-1060-423.72-76 OPERATING SUPPLIES / PUBLIC RELATIONS									
370		03/21	AP	08/17/20	0135058	US BANK	372.44	09/04/20	
		VISTAPR*VISTAPRINT.COM				PATRON DIRECTIONAL SIGNS			
		ACCOUNT TOTAL					372.44	.00 372.44	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
370		03/21	AP	08/12/20	0135058	US BANK	70.00	09/04/20	
		INT*QUICKBOOKS ONLINE				QUICKBOOKS MONTHLY SUB.			
		ACCOUNT TOTAL					70.00	.00 70.00	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
370		03/21	AP	08/19/20	0135058	US BANK	60.00	09/04/20	
		HY-VEE CEDAR FALLS 1052				FOTL:YA-CAKES			
370		03/21	AP	08/17/20	0135058	US BANK	60.89	09/04/20	
		HOBBY-LOBBY #0135				FOTL:YA-CAKE DECORATING			
370		03/21	AP	08/17/20	0135058	US BANK	11.16	09/04/20	
		WAL-MART #0753				FOTL:YA-CAKE DECORATING			
370		03/21	AP	08/17/20	0135058	US BANK	185.22	09/04/20	
		AMAZON.COM*MF5H99IJ0 AMZN				FOTL:YA-KINDLE FIRES			
370		03/21	AP	08/13/20	0135058	US BANK	75.00	09/04/20	
		TST* URBAN PIE-				FOTL:ADULT-GIFT CERTIFICA			
370		03/21	AP	08/12/20	0135058	US BANK	45.61	09/04/20	
		WM SUPERCENTER #753				FOTL:YA-CAKE DECORATING			
370		03/21	AP	08/12/20	0135058	US BANK	75.00	09/04/20	
		SQ *SECOND STATE BR				FOTL:ADULT-GIFT CERTIFICA			
370		03/21	AP	08/06/20	0135058	US BANK	14.54	09/04/20	
		SP * LULU PRESS				FOTL:ADULT-BOOK PROOFS			
370		03/21	AP	07/31/20	0135058	US BANK	8.99	09/04/20	
		AMZN MKTP US*MF9Z65CY0 AM				FOTL:YOUTH-PAINT BRUSHES			
370		03/21	AP	07/31/20	0135058	US BANK	19.38	09/04/20	
		AMZN MKTP US*MF8YN6A51 AM				FOTL:YOUTH-BRUSHES & CUPS			
370		03/21	AP	07/31/20	0135058	US BANK	32.06	09/04/20	
		AMZN MKTP US*MV0M74YX0				FOTL:LITERACY-TABLET CASE			

GROUP	PO	ACCTG	-----TRANSACTION-----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued			
370		03/21	AP	07/30/20	0135058	US BANK	677.97		09/04/20
						SP * MEVO STORE			
						FOL:LITRACY-CAMERA & ACC.			
ACCOUNT TOTAL							1,265.82	.00	1,265.82
101-1060-423.93-01 EQUIPMENT / EQUIPMENT									
370		03/21	AP	08/06/20	0135058	US BANK	39.99		09/04/20
						AMZN MKTP US*MF8B85T22			
						TABLET COVER			
370		03/21	AP	07/31/20	0135058	US BANK	22.91		09/04/20
						AMZN MKTP US*MV0M74YX0			
						TABLET CASE & PROTECTOR			
370		03/21	AP	07/30/20	0135058	US BANK	24.68		09/04/20
						AMZN MKTP US*MVOZA59M2			
						TABLET CASE & PROTECTOR			
ACCOUNT TOTAL							87.58	.00	87.58
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
370		03/21	AP	07/27/20	0135058	US BANK	1,375.00		09/04/20
						MOBILE BEACON			
						1YR DATA SRVCE 4 HOTSPOTS			
370		03/21	AP	07/22/20	0135058	US BANK	1,920.00		09/04/20
						MOBILE BEACON			
						1YR DATA SRVCE 4 HOTSPOTS			
ACCOUNT TOTAL							3,295.00	.00	3,295.00
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
370		03/21	AP	08/18/20	0135058	US BANK	14.99		09/04/20
						AMAZON.COM*MM8L63XT1			
						AMZN ADULT BOOKS			
370		03/21	AP	08/18/20	0135058	US BANK	18.96		09/04/20
						AMZN MKTP US*MM7FG3ZK2			
						ADULT BOOKS			
370		03/21	AP	08/10/20	0135058	US BANK	15.95		09/04/20
						AMAZON.COM*MF2I27590			
						ADULT BOOKS			
370		03/21	AP	08/04/20	0135058	US BANK	13.59		09/04/20
						AMAZON.COM*MF11M43P0			
						ADULT BOOKS			
370		03/21	AP	07/27/20	0135058	US BANK	29.98		09/04/20
						AMAZON.COM*MV3S39RP1			
						AMZN ADULT BOOKS			
ACCOUNT TOTAL							93.47	.00	93.47
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
370		03/21	AP	08/20/20	0135058	US BANK	89.95		09/04/20
						AMAZON.COM*MM5TN80E2			
						YOUNG ADULT BOOKS			
370		03/21	AP	08/13/20	0135058	US BANK	20.98		09/04/20
						AMAZON.COM*MF0QE12C2			
						YOUNG ADULT BOOKS			
370		03/21	AP	08/04/20	0135058	US BANK	56.32		09/04/20
						AMAZON.COM*MF2PN4390			
						YOUNG ADULT BOOKS			
370		03/21	AP	08/04/20	0135058	US BANK	28.78		09/04/20

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS						continued			
						AMAZON.COM*MF22S4360			
370		03/21	AP	07/27/20	0135058	US BANK	12.67		09/04/20
						AMAZON.COM*MV89S88H2			
ACCOUNT TOTAL							208.70	.00	208.70
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
370		03/21	AP	08/18/20	0135058	US BANK	9.98		09/04/20
						AMAZON.COM*MM4DE5CO0 AMZN			
370		03/21	AP	08/17/20	0135058	US BANK	6.99		09/04/20
						AMAZON.COM*MM67Y8412			
370		03/21	AP	07/31/20	0135058	US BANK	45.43		09/04/20
						AMAZON.COM*MF3325JU1			
370		03/21	AP	07/27/20	0135058	US BANK	4.99		09/04/20
						AMAZON.COM*MV6DE06C0 AMZN			
ACCOUNT TOTAL							67.39	.00	67.39
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
370		03/21	AP	08/04/20	0135058	US BANK	28.80		09/04/20
						AMAZON.COM*MF11M43P0			
370		03/21	AP	08/03/20	0135058	US BANK	22.74		09/04/20
						AMZN MKTP US*MF9AM8040			
370		03/21	AP	07/29/20	0135058	US BANK	34.48		09/04/20
						AMZN MKTP US*MV64S6700			
370		03/21	AP	07/27/20	0135058	US BANK	10.99		09/04/20
						AMAZON.COM*MV9902802			
ACCOUNT TOTAL							97.01	.00	97.01
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
370		03/21	AP	08/04/20	0135058	US BANK	36.98		09/04/20
						AMZN MKTP US*MF6PCSLP2			
ACCOUNT TOTAL							36.98	.00	36.98
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
370		03/21	AP	08/18/20	0135058	US BANK	17.49		09/04/20
						AMZN MKTP US*MM8DW9C60			
370		03/21	AP	08/13/20	0135058	US BANK	33.90		09/04/20
						AMZN MKTP US*MF3MK1KK2			
ACCOUNT TOTAL							51.39	.00	51.39

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-37						MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO				
370		03/21 AP		08/18/20	0135058	US BANK	48.11			09/04/20
						AMZN MKTP US*MM48C9LB2				
						YOUNG ADULT CD BOOKS				
						ACCOUNT TOTAL	48.11	.00		48.11
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
378		03/21 AP		09/08/20	0000000	PARKADE PRINTER, INC.	9.20			09/17/20
						#9 WINDOW ENVELOPES				
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY	.15			09/17/20
						CORR.TAPE,POST ITS				
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY	3.57			09/17/20
						COPY PAPER				
						ACCOUNT TOTAL	12.92	.00		12.92
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
378		03/21 AP		09/08/20	0000000	PARKADE PRINTER, INC.	9.20			09/17/20
						#9 WINDOW ENVELOPES				
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY	.15			09/17/20
						CORR.TAPE,POST ITS				
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY	3.57			09/17/20
						COPY PAPER				
						ACCOUNT TOTAL	12.92	.00		12.92
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
369		03/21 AP		08/12/20	0135058	US BANK	47.49			09/04/20
						WM SUPERCENTER #753				
369		03/21 AP		08/10/20	0135058	US BANK	17.05			09/04/20
						TAPES AND GLOVES				
369		03/21 AP		08/06/20	0135058	US BANK	10.72			09/04/20
						INDIGO DYE KIT FOR				
369		03/21 AP		08/06/20	0135058	US BANK	44.99			09/04/20
						GLOVES, BAGGIES				
442		03/21 AP		07/27/20	0000000	AMAZON.COM*MF0P14DT1 AMZN	1,185.75			09/17/20
						MASKS FOR TIE DYING EVENT				
						TENT, BANNERS FOR H2U				
						COMM BETTERMENT GRANT				
						ACCOUNT TOTAL	1,306.00	.00		1,306.00
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
370		03/21 AP		08/17/20	0135058	US BANK	26.98			09/04/20
						AMAZON.COM*MM9R73CT2 AMZN				
370		03/21 AP		08/13/20	0135058	US BANK	38.66			09/04/20
						CHARGER FOR TABLET				
370		03/21 AP		08/10/20	0135058	US BANK	8.75			09/04/20
						AMZN MKTP US*MM6MM7N21				
						CORD COVERS & GAFF TAPE				

GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1199-421.31-20						HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY				continued
370				03/21	AP 08/07/20 0135058	AMZN MKTP US*MF5FS4X02 US BANK	6.72			09/04/20
						AMZN MKTP US*MF1PSODK1 CABLE WIRE CLIPS				
ACCOUNT TOTAL							81.11	.00		81.11
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
378				03/21	AP 09/01/20 0000000	COURIER LEGAL COMMUNICATIONS	415.72			09/17/20
378				08/17/20	CC MTG.MIN/BILLS					
378				03/21	AP 08/31/20 0000000	COURIER LEGAL COMMUNICATIONS	45.27			09/17/20
				08/19/20	SPEC.CC MTG.MINS					
ACCOUNT TOTAL							460.99	.00		460.99
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
378				03/21	AP 09/08/20 0000000	PARKADE PRINTER, INC.	11.50			09/17/20
						#9 WINDOW ENVELOPES				
378				03/21	AP 08/10/20 0000000	STOREY KENWORTHY	.15			09/17/20
						CORR.TAPE,POST ITS				
378				03/21	AP 08/10/20 0000000	STOREY KENWORTHY	2.86			09/17/20
						COPY PAPER				
ACCOUNT TOTAL							14.51	.00		14.51
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
378				03/21	AP 08/31/20 0000000	SIGNS & DESIGNS, INC.	35.00			09/17/20
						CF COUNCIL SIGN CHANGE K DUNN AT LARGE				
ACCOUNT TOTAL							35.00	.00		35.00
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
378				03/21	AP 09/08/20 0000000	PARKADE PRINTER, INC.	23.00			09/17/20
						#9 WINDOW ENVELOPES				
378				03/21	AP 08/10/20 0000000	STOREY KENWORTHY	7.15			09/17/20
						COPY PAPER				
ACCOUNT TOTAL							30.15	.00		30.15
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
388				03/21	AP 08/27/20 0000000	STOREY KENWORTHY	32.85			09/17/20
						COPY PAPER, 11X17 PAPER				
388				03/21	AP 08/10/20 0000000	STOREY KENWORTHY	22.66			09/17/20
						COPY PAPER, BRIGHT PAPER				
388				03/21	AP 08/10/20 0000000	STOREY KENWORTHY	1.82			09/17/20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
CLIPBOARD									
ACCOUNT TOTAL							57.33	.00	57.33
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING									
381		03/21	AP	08/31/20	0000000	PARKADE PRINTER, INC.	129.58		09/17/20
STOPPED BY NOTICE HANGERS									
ACCOUNT TOTAL							129.58	.00	129.58
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
378		03/21	AP	09/01/20	0000000	BROWN'S SHOE FIT	160.00		09/17/20
SAFETY SHOES-J HENDERSON						P.O. 56518			
ACCOUNT TOTAL							160.00	.00	160.00
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
369		03/21	AP	07/27/20	0135058	US BANK	746.25		09/04/20
INT'L CODE COUNCIL INC						ICC BOOKS			
369		03/21	AP	07/22/20	0135058	US BANK	200.00		09/04/20
IAEI						MEMBER DUES-JEFF CRAIG			
ACCOUNT TOTAL							946.25	.00	946.25
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
378		03/21	AP	09/08/20	0000000	PARKADE PRINTER, INC.	46.00		09/17/20
#9 WINDOW ENVELOPES									
378		03/21	AP	08/10/20	0000000	STOREY KENWORTHY	14.30		09/17/20
COPY PAPER									
ACCOUNT TOTAL							60.30	.00	60.30
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
369		03/21	AP	08/14/20	0135058	US BANK	46.86		09/04/20
SPEEDY BUTTONS						MAGNETS			
411		03/21	AP	08/12/20	0000000	STOREY KENWORTHY	138.31		09/17/20
POST ITS,MARKERS,PENCILS						ENVELOPES,HEAD/EAR PHONES			
ACCOUNT TOTAL							185.17	.00	185.17
101-2253-423.72-30 OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES									
369		03/21	AP	08/14/20	0135058	US BANK	17.98		09/04/20
O DONNELL ACE HARDWARE						SPRAY PAINT			

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2253-423.72-30 OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES						continued			
ACCOUNT TOTAL							17.98	.00	17.98
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP									
369		03/21	AP	08/18/20	0135058	US BANK	5,800.00		09/04/20
						NFLFLAGJERSEY ORDER			
369		03/21	AP	07/23/20	0135058	US BANK	11.96		09/04/20
						WAL-MART #0753 TRACK SUPPLIES			
ACCOUNT TOTAL							5,811.96	.00	5,811.96
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES									
369		03/21	AP	07/24/20	0135058	US BANK	9.49		09/04/20
						FARM & FLT OF CEDAR FLS WASP/HORNET SPRAY			
ACCOUNT TOTAL							9.49	.00	9.49
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP									
369		03/21	AP	08/06/20	0135058	US BANK	425.94		09/04/20
						GAIAM.COM/SPRI.COM XERBALL RACK,12 BALLS			
ACCOUNT TOTAL							425.94	.00	425.94
101-2253-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
369		03/21	AP	08/07/20	0135058	US BANK	340.00		09/04/20
						SQ *IOWA PARKS AND RECREA FY21 DUES GOOS,SCHOENTAG			
ACCOUNT TOTAL							340.00	.00	340.00
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.									
411		03/21	AP	09/01/20	0000000	PLUMB TECH INC.	268.99		09/17/20
						BROKEN PIPE REPAIR FALLS			
369		03/21	AP	08/06/20	0135058	US BANK	51.99		09/04/20
						O DONNELL ACE HARDWARE ROUNDUP			
369		03/21	AP	08/03/20	0135058	US BANK	21.96		09/04/20
						MENARDS CEDAR FALLS IA RUBBER CASTERS			
369		03/21	AP	08/03/20	0135058	US BANK	51.99		09/04/20
						O DONNELL ACE HARDWARE ROUNDUP			
369		03/21	AP	07/31/20	0135058	US BANK	52.16		09/04/20
						O DONNELL ACE HARDWARE CASTER PLATE,NUTS & BOLTS			
369		03/21	AP	07/30/20	0135058	US BANK	38.78		09/04/20
						O DONNELL ACE HARDWARE CASTER PLATE,WASP KILLER			
369		03/21	AP	07/29/20	0135058	US BANK	19.44		09/04/20
						WM SUPERCENTER #753 BANDAGES			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.						continued				
369		03/21 AP		07/24/20	0135058	US BANK	3.97			09/04/20
						MENARDS CEDAR FALLS IA				
369		03/21 AP		07/24/20	0135058	US BANK	90.61			09/04/20
						O DONNELL ACE HARDWARE				
369		03/21 AP		07/23/20	0135058	US BANK	9.77			09/04/20
						O DONNELL ACE HARDWARE				
369		03/21 AP		07/22/20	0135058	US BANK	45.75			09/04/20
						O DONNELL ACE HARDWARE				
369		03/21 AP		07/21/20	0135058	US BANK	59.98			09/04/20
						O DONNELL ACE HARDWARE				
						GRASS SEED				
						ACCOUNT TOTAL	715.39	.00		715.39
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
369		03/21 AP		08/17/20	0135058	US BANK	38.72			09/04/20
						WM SUPERCENTER #753				
369		03/21 AP		08/12/20	0135058	US BANK	14.17			09/04/20
						WM SUPERCENTER #753				
369		03/21 AP		08/06/20	0135058	US BANK	21.99			09/04/20
						WM SUPERCENTER #753				
369		03/21 AP		08/06/20	0135058	US BANK	37.91			09/04/20
						MICHAELS STORES 1246				
369		03/21 AP		07/24/20	0135058	US BANK	44.10			09/04/20
						WALGREENS #7455				
						PHOTO PRINTS FROM CAMP				
						ACCOUNT TOTAL	156.89	.00		156.89
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
442		03/21 AP		09/03/20	0000000	SIGNS BY TOMORROW	24.00			09/17/20
						NUHN CONSERVATION PANELS				
442		03/21 AP		08/31/20	0000000	O'DONNELL ACE HARDWARE	29.31			09/17/20
						PICTURE & LABEL HANGING				
442		03/21 AP		08/28/20	0000000	SIGNS & DESIGNS, INC.	38.00			09/17/20
						NUHN WALL VINYL				
442		03/21 AP		08/21/20	0000000	VAN DOREN'S, LLC	480.75			09/17/20
						NUHN FRAMING AND FITTING				
369		03/21 AP		08/03/20	0135058	US BANK	32.37			09/04/20
						GAYLORD BROS INC				
						WIRE AND BOX FOR TAPESTRY				
						ACCOUNT TOTAL	604.43	.00		604.43
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
369		03/21 AP		08/18/20	0135058	US BANK	76.79			09/04/20
						BROWN INDUSTRIES INC				
369		03/21 AP		08/11/20	0135058	US BANK	100.00			09/04/20
						SQ *BOUJEE BERRIES				
						FOOD FOR VOLUNTEER THANK				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP. continued										
ACCOUNT TOTAL							176.79	.00	176.79	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
369		03/21 AP		07/31/20	0135058	US BANK	474.70			09/04/20
442		03/21 AP		06/02/20	0000000	SPECIAL OCCASIONS CANOPY FOR SOO RECEPTION CITY LAUNDERING CO. FLOOR MATS	29.30			09/17/20
ACCOUNT TOTAL							504.00	.00	504.00	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										
442		03/21 AP		09/03/20	0000000	PARKADE PRINTER, INC. NUHN ESSAY BOOKLET PRINT	880.00			09/17/20
ACCOUNT TOTAL							880.00	.00	880.00	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
369		03/21 AP		08/07/20	0135058	US BANK	10.00			09/04/20
369		03/21 AP		08/06/20	0135058	FACEBK MLCKZV6ZN2 US BANK COOKING WITH CHEF SENGUN	31.16			09/04/20
369		03/21 AP		08/03/20	0135058	DNH*GODADDY.COM US BANK WEBSITE DOMAIN RENEWAL	12.95			09/04/20
369		03/21 AP		08/03/20	0135058	CANVA* 02769-7218006 US BANK MONTHLY SERVICE PAYMENT	12.95			09/04/20
ACCOUNT TOTAL							54.11	.00	54.11	
101-2280-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
369		03/21 AP		08/03/20	0135058	US BANK	15.00			09/04/20
369		03/21 AP		08/03/20	0135058	IA CULTURAL AFFAIRS US BANK IOWA ARTS SUMMIT	15.00			09/04/20
369		03/21 AP		08/03/20	0135058	IA CULTURAL AFFAIRS US BANK IOWA ARTS SUMIT	15.00			09/04/20
369		03/21 AP		08/03/20	0135058	IA CULTURAL AFFAIRS US BANK IOWA ARTS SUMMIT	15.00			09/04/20
369		03/21 AP		08/03/20	0135058	IA CULTURAL AFFAIRS US BANK IOWA ARTS SUMMIT	15.00			09/04/20
ACCOUNT TOTAL							60.00	.00	60.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
369		03/21 AP		08/11/20	0135058	US BANK HY-VEE CEDAR FALLS 1052 DRINKS, COFFEE SUPPLIES,	53.19			09/04/20
ACCOUNT TOTAL							53.19	.00	53.19	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.93-01 EQUIPMENT / EQUIPMENT										
369		03/21	AP	08/05/20	0135058	US BANK WEST MUSIC - CEDAR FALLS	106.75			09/04/20
ACCOUNT TOTAL							106.75	.00	106.75	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
378		03/21	AP	09/08/20	0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	23.00			09/17/20
378		03/21	AP	08/10/20	0000000	STOREY KENWORTHY CORR.TAPE,POST ITS	.59			09/17/20
378		03/21	AP	08/10/20	0000000	STOREY KENWORTHY COPY PAPER	7.15			09/17/20
ACCOUNT TOTAL							30.74	.00	30.74	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
412		03/21	AP	09/07/20	0000000	CITY LAUNDERING CO. TOWELS;MATS-PSS BUILDING	21.00			09/17/20
412		03/21	AP	08/10/20	0000000	CITY LAUNDERING CO. TOWELS-STATION #1	3.00			09/17/20
412		03/21	AP	07/13/20	0000000	CITY LAUNDERING CO. TOWELS-STATION #1	3.00			09/17/20
412		03/21	AP	04/20/20	0000000	CITY LAUNDERING CO. TOWELS-STATION #1	3.00			09/17/20
ACCOUNT TOTAL							30.00	.00	30.00	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										
412		03/21	AP	08/26/20	0000000	EMERGENCY MEDICAL PRODUCTS, I TEST STRIPS;SMART PADS; GLUCOSE CTRL.;NaCl IRRIG.	965.96			09/17/20
412		03/21	AP	08/26/20	0000000	EMERGENCY MEDICAL PRODUCTS, I HEARTSTART FRX BATTERIES	739.40			09/17/20
ACCOUNT TOTAL							1,705.36	.00	1,705.36	
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
412		03/21	AP	09/10/20	0000000	SANDRY FIRE SUPPLY, L.L.C. SCBA TESTING & REPAIR	3,113.50			09/17/20
412		03/21	AP	09/03/20	0000000	SANDRY FIRE SUPPLY, L.L.C. SCBA REPAIR	2,129.00			09/17/20
369		03/21	AP	08/17/20	0135058	US BANK AGT BATTERY LLC	347.80			09/04/20
369		03/21	AP	07/31/20	0135058	US BANK ELKHART BRASS	57.30			09/04/20
ACCOUNT TOTAL							5,647.60	.00	5,647.60	

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.72-10						OPERATING SUPPLIES / FIRE PREVENTION				
369		03/21 AP		08/06/20	0135058	US BANK	723.60			09/04/20
						ALERT ALL CORP				
						600 FRISBEES;FIRE HATS				
						ACCOUNT TOTAL	723.60	0.00	723.60	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
369		03/21 AP		08/20/20	0135058	US BANK		206.51		09/04/20
						WPSG				
						REFUND-SALES TAX-HELMETS				
369		03/21 AP		08/20/20	0135058	US BANK		12.04		09/04/20
						WPSG				
						REFUND-TAX;NAMEPLATES				
369		03/21 AP		08/12/20	0135058	US BANK	3,418.74			09/04/20
						WPSG				
						3 HELMETS;4 NAMEPLATES				
						ACCOUNT TOTAL	3,418.74	218.55	3,200.19	
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										
412		03/21 AP		09/11/20	0000000	SANDRY FIRE SUPPLY, L.L.C.	9.18			09/17/20
						SHIPPING-SCBA WARRANTY				
369		03/21 AP		08/14/20	0135058	US BANK	16.31			09/04/20
						NORTHWEST RIVER SUPPLIES				
						FREIGHT-RESCUE SUIT RPRS.				
						ACCOUNT TOTAL	25.49	0.00	25.49	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
412		03/21 AP		09/15/20	0000000	SANDRY FIRE SUPPLY, L.L.C.	147.50			09/17/20
						HERO WIPES				
432		03/21 AP		09/10/20	0000000	STOREY KENWORTHY	122.78			09/17/20
						CLOCKS-PS BUILDING				
412		03/21 AP		09/08/20	0000000	FAREWAY STORES INC. #190	17.97			09/17/20
						LAUNDRY DETERGENT				
						BOTH STATIONS				
						ACCOUNT TOTAL	288.25	0.00	288.25	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
369		03/21 AP		08/17/20	0135058	US BANK	7.97			09/04/20
						KUM & GO #422				
						MEAL-ROPE RESCUE TRAINING				
369		03/21 AP		08/17/20	0135058	US BANK	7.83			09/04/20
						MILIOS SANDWICHES-IOWA CI				
						MEAL-ROPE RESCUE TRAINING				
369		03/21 AP		08/14/20	0135058	US BANK	16.58			09/04/20
						TST* JIMMY JACK S RIB SHA				
						MEAL-ROPE RESCUE TRAINING				
369		03/21 AP		08/14/20	0135058	US BANK	9.07			09/04/20
						KUM & GO #422				
						MEAL-ROPE RESCUE TRAINING				
369		03/21 AP		08/14/20	0135058	US BANK	11.33			09/04/20
						MILIOS SANDWICHES-IOWA CI				
						MEAL-ROPE RESCUE TRAINING				
369		03/21 AP		08/14/20	0135058	US BANK	11.33			09/04/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
369				03/21	AP 08/14/20 0135058	MILIOS SANDWICHES-IOWA CI MEAL-ROPE RESCUE TRAINING US BANK	11.33			09/04/20
369				03/21	AP 08/14/20 0135058	MILIOS SANDWICHES-IOWA CI MEAL-ROPE RESCUE TRAINING US BANK	14.29			09/04/20
369				03/21	AP 08/13/20 0135058	PANERA BREAD #203208 P MEAL-ROPE RESCUE TRAINING US BANK	13.31			09/04/20
369				03/21	AP 08/13/20 0135058	BP#8561219DELI MART #2 MEAL-ROPE RESCUE TRAINING US BANK	16.58			09/04/20
369				03/21	AP 08/13/20 0135058	TST* JIMMY JACK S RIB SHA MEAL-ROPE RESCUE TRAINING US BANK	9.57			09/04/20
369				03/21	AP 08/13/20 0135058	KUM & GO #422 MEAL-ROPE RESCUE TRAINING US BANK	10.20			09/04/20
369				03/21	AP 08/12/20 0135058	MILIOS SANDWICHES-IOWA CI MEAL-ROPE RESCUE TRAINING US BANK	18.00			09/04/20
369				03/21	AP 08/11/20 0135058	PANERA BREAD #203208 P MEAL-ROPE RESCUE TRAINING US BANK	11.76			09/04/20
369				03/21	AP 08/11/20 0135058	SUBWAY 00649327 MEAL-ROPE RESCUE TRAINING US BANK	12.27			09/04/20
369				03/21	AP 08/11/20 0135058	KUM & GO #422 MEAL-ROPE RESCU TRAINING US BANK	12.70			09/04/20
						PANERA BREAD #203208 P MEAL-ROPE RESCUE TRAINING				
ACCOUNT TOTAL							194.12	0.00		194.12
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
369				03/21	AP 08/14/20 0135058	MENARDS CEDAR FALLS IA TRAINING PROP MATERIALS US BANK	100.65			09/04/20
369				03/21	AP 08/10/20 0135058	FIRE PROTECTION PUB 8 ESSENTIALS-F.F.7TH ED. US BANK	59.33			09/04/20
369				03/21	AP 07/27/20 0135058	MENARDS CEDAR FALLS IA TRANING PROP MATERIALS US BANK		50.00		09/04/20
369				03/21	AP 07/27/20 0135058	KIRKWOOD CONT EDUC REFUND-CLASS CANCELLED US BANK		30.00		09/04/20
369				03/21	AP 07/27/20 0135058	KIRKWOOD CONT EDUC REFUND-CLASS CANCELLED US BANK		30.00		09/04/20
369				03/21	AP 07/27/20 0135058	KIRKWOOD CONT EDUC REFUND-CLASS CANCELLED US BANK		50.00		09/04/20
369				03/21	AP 07/27/20 0135058	KIRKWOOD CONT EDUC REFUND-CLASS CANCELLED US BANK		70.00		09/04/20
						KIRKWOOD CONT EDUC REFUND-CLASS CANCELLED				
ACCOUNT TOTAL							1,059.98	230.00		829.98
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
369				03/21	AP 08/19/20 0135058	RDR TECHNOLOGIES EXTINGUISHING FOAM US BANK	380.00			09/04/20

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
369		03/21 AP	08/14/20	0135058	US BANK		648.32		09/04/20
412		03/21 AP	08/04/20	0000000	NORTHWEST RIVER SUPPLIES WATER RESCUE SUIT REPAIRS OUTDOOR & MORE HIGH OCTANE FUEL		226.67		09/17/20
ACCOUNT TOTAL							1,254.99	.00	1,254.99
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
369		03/21 AP	07/24/20	0135058	US BANK		407.76		09/04/20
THE SHIRT SHACK						SHIRTS-INVENTORY			
ACCOUNT TOTAL							407.76	.00	407.76
101-4511-414.93-01 EQUIPMENT / EQUIPMENT									
412		03/21 AP	08/10/20	0000000	EQUIPMENT MANAGEMENT COMPANY		601.00		09/17/20
EXTRICATION TOOL BRACKET									
ACCOUNT TOTAL							601.00	.00	601.00
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
378		03/21 AP	09/08/20	0000000	PARKADE PRINTER, INC.		23.00		09/17/20
432		03/21 AP	09/03/20	0000000	#9 WINDOW ENVELOPES	STOREY KENWORTHY	367.20		09/17/20
378		03/21 AP	08/10/20	0000000	PENS;MAILERS;LEGAL PADS; COPY PAPER	BINDERS;CLIPS;CORR.TAPE+ STOREY KENWORTHY	7.15		09/17/20
369		03/21 AP	08/05/20	0135058	US BANK		35.25		09/04/20
AMZN MKTP US*MF70POHP1						ENVELOPES-THANK YOU;PEN			
ACCOUNT TOTAL							432.60	.00	432.60
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
432		03/21 AP	09/10/20	0000000	STOREY KENWORTHY		122.78		09/17/20
CLOCKS-PS BUILDING									
412		03/21 AP	09/07/20	0000000	CITY LAUNDERING CO.		21.00		09/17/20
TOWELS;MATS-PSS BUILDING									
432		03/21 AP	09/07/20	0000000	SHRED-IT USA		48.07		09/17/20
432		03/21 AP	09/02/20	0000000	ON-SITE DOC. DESTRUCTION	TICKET #8060977439			
NOTARY STAMP-D. O'NEILL						DES MOINES STAMP MFG. CO.	28.30		09/17/20
432		03/21 AP	09/01/20	0000000	L & M TRANSMISSION		71.00		09/17/20
TOW & STORE-BUICK PARK AV						#20-019717			
432		03/21 AP	09/01/20	0000000	L & M TRANSMISSION		50.00		09/17/20
TOW FORD EXPLORER TO P.W.						#20-019803			
432		03/21 AP	09/01/20	0000000	L & M TRANSMISSION		85.00		09/17/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
						TOW & STORE-CHEVY IMPALA #20-020025				
432		03/21 AP		09/01/20	00000000	MIRACLE CAR WASH, INC.	40.85			09/17/20
						3 PD CAR WASHES				
432		03/21 AP		09/01/20	00000000	THOMSON REUTERS - WEST	277.33			09/17/20
						INVESTIGATIVE SOFTWARE 08/01/20-08/31/20				
369		03/21 AP		08/19/20	0135058	US BANK	29.98			09/04/20
						FARM & FLT OF CEDAR FLS 2 GAS CANS-SALLY PORT				
369		03/21 AP		08/10/20	0135058	US BANK	587.84			09/04/20
						ACTION TARGETS 1000 STANDARD Q-T TARGETS				
369		03/21 AP		08/10/20	0135058	US BANK	381.69			09/04/20
						FIREAWARDS.COM ANNUAL SERVICE AWARDS-'19				
369		03/21 AP		07/30/20	0135058	US BANK	116.37			09/04/20
						MARTIN BROTHERS KITCHEN SUPPLIES				
369		03/21 AP		07/29/20	0135058	US BANK	74.12			09/04/20
						AMZN MKTP US*MV1H03780 STAPLES-FIREARMS TRNG.				
						ACCOUNT TOTAL	1,934.33	0.00		1,934.33
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
369		03/21 AP		08/06/20	0135058	US BANK	111.15			09/04/20
						SIRCHIE FINGER PRINT LABO EVID_BOXES;FUMING CARDS;				
						ACCOUNT TOTAL	111.15	0.00		111.15
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING										
369		03/21 AP		07/31/20	0135058	US BANK	180.40			09/04/20
						COPYWORKS CEDAR FALLS COMPENDIUMS				
						ACCOUNT TOTAL	180.40	0.00		180.40
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
369		03/21 AP		08/10/20	0135058	US BANK	223.56			09/04/20
						AMAZON.COM*MF2HN4VN2 12-SOG RESPONDER BAGS				
						ACCOUNT TOTAL	223.56	0.00		223.56
101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION										
369		03/21 AP		08/10/20	0135058	US BANK	718.80			09/04/20
						GLOCK STORE 24-GEN 5 17 RD.GLOCK MAGS				
						ACCOUNT TOTAL	718.80	0.00		718.80
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
369		03/21 AP		08/17/20	0135058	US BANK	587.95			09/04/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
						GRANDSTAY HOTEL & SUITES				
						HOTEL-SRO TRNG.-REIMERS				
369		03/21 AP		08/11/20	0135058	US BANK	380.80			09/04/20
						COURTYARD BY MARRIOTT-				
						HTL.-FBI LEEDA;G.GARMAN				
369		03/21 AP		08/05/20	0135058	US BANK	32.24			09/04/20
						SUBWAY 35634				
						MEALS-FIREARMS TRAINING				
369		03/21 AP		07/30/20	0135058	US BANK	32.57			09/04/20
						SUBWAY 35634				
						MEALS-FIREARMS TRAINING				
369		03/21 AP		07/28/20	0135058	US BANK	36.91			09/04/20
						SUBWAY 35634				
						MEALS-FIREARMS TRAINING				
369		03/21 AP		07/21/20	0135058	US BANK	370.00			09/04/20
						IA PUBLIC DEF TRAINING				
						HOTEL-FIREARMS INST.SCH.				
						ACCOUNT TOTAL	1,440.47	.00		1,440.47
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
369		03/21 AP		08/13/20	0135058	US BANK		265.00		09/04/20
						PAYPAL *NTOA				
						REF.-VIOLENCE PREP.& RESP				
369		03/21 AP		08/05/20	0135058	US BANK	225.00			09/04/20
						IOWA PRISON INDUSTRIES				
						ILEA UNIORM-MAXTON ROSS				
369		03/21 AP		07/31/20	0135058	US BANK	40.00			09/04/20
						NATIONAL ASSOCIATION OF S				
						MEMBERSHIP DUES-REIMERS				
369		03/21 AP		07/31/20	0135058	US BANK	445.00			09/04/20
						NATIONAL ASSOCIATION OF S				
						SRO CSE.;REIMERS;8/10-14				
369		03/21 AP		07/24/20	0135058	US BANK	7.50			09/04/20
						COLLEGE TRANSCRIPT				
						COLLEGE TRANSCRIPT FEE				
						ACCOUNT TOTAL	717.50	265.00		452.50
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
432		03/21 AP		09/09/20	0000000	CEDAR BEND HUMANE SOCIETY	2,517.00			09/17/20
						AUG'20 ANIMAL SURRENDER				
						ACCOUNT TOTAL	2,517.00	.00		2,517.00
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
371		03/21 AP		08/31/20	0000000	CULLIGAN WATER CONDITIONING	52.00			09/17/20
						WATER-GREENWOOD CEMETERY				
390		03/21 AP		08/24/20	0000000	STOREY KENWORTHY	11.98			09/17/20
						POST ITS PARKS				
406		03/21 AP		08/20/20	0000000	DIAMOND VOGEL PAINT - #52	113.16			09/17/20
						PAINT-CEMETERY				
						ACCOUNT TOTAL	177.14	.00		177.14
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										

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										
390		03/21 AP		09/01/20	0000000	MENARDS-CEDAR FALLS	55.97			09/17/20
						TV MOUNT-WASTEWATER				
						PROJECT#: 062506				
ACCOUNT TOTAL							55.97	.00	55.97	
101-6616-446.72-17 OPERATING SUPPLIES / UNIFORMS										
390		03/21 AP		09/01/20	0000000	NORTH AMERICAN SAFETY, INC	83.69			09/17/20
						PARKS HI VISION UNIFORM				
390		03/21 AP		08/31/20	0000000	SERVICEWEAR APPAREL, INC.	93.08			09/17/20
						PARKS UNIFORMS				
ACCOUNT TOTAL							176.77	.00	176.77	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
406		03/21 AP		09/10/20	0000000	O'DONNELL ACE HARDWARE	39.99			09/17/20
						SAWHORSES				
						PROJECT#: 062507				
390		03/21 AP		09/04/20	0000000	JOHNSTONE SUPPLY OF WATERLOO	111.12			09/17/20
						FILTERS				
						PROJECT#: 062507				
390		03/21 AP		08/27/20	0000000	ECHO GROUP, INC.	329.20			09/17/20
						LIGHT BULBS				
						PROJECT#: 062506				
390		03/21 AP		08/26/20	0000000	ECHO GROUP, INC.	116.55			09/17/20
						LIGHT BULES				
						PROJECT#: 062506				
369		03/21 AP		07/23/20	0135058	US BANK	10.00			09/04/20
						AMZN MKTP US*MV6Q920W2				
						PROJECT#: 062511				
ACCOUNT TOTAL							606.86	.00	606.86	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
390		03/21 AP		09/03/20	0000000	PLUNKETT'S PEST CONTROL, INC	75.00			09/17/20
						PEST CONTROL				
						PROJECT#: 062509				
371		03/21 AP		09/01/20	0000000	PLUNKETT'S PEST CONTROL, INC	47.29			09/17/20
						PEST CONTROL				
						PROJECT#: 062511				
371		03/21 AP		09/01/20	0000000	PLUNKETT'S PEST CONTROL, INC	24.00			09/17/20
						PEST CONTROL				
						PROJECT#: 062508				
371		03/21 AP		08/19/20	0000000	PLUNKETT'S PEST CONTROL, INC	115.00			09/17/20
						PEST CONTROL				
						PROJECT#: 062506				

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT ----	
FUND 101 GENERAL FUND									
101-6616-446.81-08						PROFESSIONAL SERVICES / PEST CONTROL			continued
371		03/21 AP	08/19/20	0000000		PLUNKETT'S PEST CONTROL, INC	40.00		09/17/20
						PEST CONTROL			
PROJECT#:					062515				
371		03/21 AP	08/19/20	0000000		PLUNKETT'S PEST CONTROL, INC	40.00		09/17/20
						PEST CONTROL			
PROJECT#:					062515				
371		03/21 AP	08/19/20	0000000		PLUNKETT'S PEST CONTROL, INC	25.00		09/17/20
						PEST CONTROL			
PROJECT#:					062505				
371		03/21 AP	07/01/20	0000000		PLUNKETT'S PEST CONTROL, INC	24.00		09/17/20
						PEST CONTROL			
PROJECT#:					062508				
ACCOUNT TOTAL							390.29	.00	390.29
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
414		03/21 AP	09/10/20	0000000		CITY LAUNDERING CO.	40.00		09/17/20
						MATS			
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	1,042.50		09/17/20
						CONCRETE RAISING AND REPAIR			
PROJECT#:					062501				
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	121.50		09/17/20
						CONCRETE RAISING AND REPAIR			
PROJECT#:					062515				
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	442.50		09/17/20
						CONCRETE RAISING AND REPAIR			
PROJECT#:					062507				
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	442.50		09/17/20
						CONCRETE RAISING AND REPAIR			
PROJECT#:					062509				
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	1,723.75		09/17/20
						CONCRETE RAISING & REPAIR			
PROJECT#:					062508				
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	1,723.75		09/17/20
						CONCRETE RAISING & REPAIR			
PROJECT#:					062503				
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	842.50		09/17/20
						CONCRETE RAISING & REPAIR			
PROJECT#:					062516				
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	820.00		09/17/20
						CONCRETE RAISING & REPAIR			
PROJECT#:					062505				
406		03/21 AP	09/09/20	0000000		DENNIS C. CHRISTENSEN & SONS,	342.50		09/17/20
						CONCRETE RAISING & REPAIR			
PROJECT#:					062506				
390		03/21 AP	09/08/20	0000000		CITY LAUNDERING CO.	20.00		09/17/20
						MAT SERVICE			
PROJECT#:					062501				

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6616-446.86-02						REPAIR & MAINTENANCE / BUILDINGS & GROUNDS	continued		
378		03/21 AP	08/31/20	0000000		INTECONNEX	190.00		09/17/20
						BEACH HOUSE SECURITY TROUBLESHOOT			
PROJECT#:		062515							
390		03/21 AP	08/25/20	0000000		HAWKEYE COMMUNICATION/PANDEL	150.00		09/17/20
						FIRE ALARM INSPECTION			
PROJECT#:		062506							
371		03/21 AP	05/12/20	0000000		PROSHIELD FIRE & SECURITY	332.75		09/17/20
						FIRE EXTINGUISHER MAINT			
PROJECT#:		062516							
						ACCOUNT TOTAL	8,234.25	.00	8,234.25
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
406		03/21 AP	08/26/20	0000000		TESTAMERICA LABORATORIES, INC	42.00		09/17/20
						WATER TEST-PHEASANT RIDGE			
						ACCOUNT TOTAL	42.00	.00	42.00
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
388		03/21 AP	08/27/20	0000000		STOREY KENWORTHY	10.27		09/17/20
						SCISSORS, STAPLER			
388		03/21 AP	08/27/20	0000000		STOREY KENWORTHY	32.84		09/17/20
						COPY PAPER, 11X17 PAPER			
388		03/21 AP	08/10/20	0000000		STOREY KENWORTHY	22.66		09/17/20
						COPY PAPER, BRIGHT PAPER			
388		03/21 AP	08/10/20	0000000		STOREY KENWORTHY	2.41		09/17/20
						CLIPBOARD			
369		03/21 AP	08/05/20	0135058		US BANK	27.80		09/04/20
						HAWK LABELING SYSTEMS TAPES FOR LABEL MAKER			
						ACCOUNT TOTAL	95.98	.00	95.98
101-6625-432.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT			
369		03/21 AP	07/31/20	0135058		US BANK	31.95		09/04/20
						GIERKE ROBINSON COMPANY MARKING WAND			
						ACCOUNT TOTAL	31.95	.00	31.95
101-6625-432.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
388		03/21 AP	09/08/20	0000000		TERRACON CONSULTANTS, INC.	363.96		09/17/20
						3151-THE ARBORS 4TH ADD. SERVICES THRU 8/29/20			
PROJECT#:		023151							
						ACCOUNT TOTAL	363.96	.00	363.96

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6625-432.81-44		03/21 AP		08/20/20	0000000	PROFESSIONAL SERVICES / USGS RIVER GAUGE MIDAMERICAN ENERGY	10.33		09/17/20
444		03/21 AP		08/20/20	0000000	FINCHFORD RIVER GAUGE 07/22/20-08/20/20			
						ACCOUNT TOTAL	10.33	.00	10.33
101-6625-432.86-25		03/21 AP		09/01/20	0000000	REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT. QUESTCDN	150.00		09/17/20
388		03/21 AP		08/11/20-10	0000000	BIDS 2020 SIDEWALK ASSESSMENT			
						ACCOUNT TOTAL	150.00	.00	150.00
101-6633-423.72-01		03/21 AP		09/10/20	0000000	OPERATING SUPPLIES / OPERATING SUPPLIES O'DONNELL ACE HARDWARE	48.35		09/17/20
406		03/21 AP		09/10/20	0000000	SPRAYER AND BLEACH			
406		03/21 AP		09/09/20	0000000	O'DONNELL ACE HARDWARE	8.69		09/17/20
406		03/21 AP		09/09/20	0000000	SCREWS			
406		03/21 AP		09/09/20	0000000	O'DONNELL ACE HARDWARE	19.66		09/17/20
406		03/21 AP		09/08/20	0000000	TOLIET SEAT/BRUSH			
406		03/21 AP		09/08/20	0000000	O'DONNELL ACE HARDWARE	26.99		09/17/20
406		03/21 AP		09/08/20	0000000	TOLIET SEAT			
378		03/21 AP		09/01/20	0000000	BROWN'S SHOE FIT	160.00		09/17/20
406		03/21 AP		09/01/20	0000000	SAFETY SHOES-T SIRE P.O. 56519			
406		03/21 AP		09/01/20	0000000	DIAMOND VOGEL PAINT - #52	27.72		09/17/20
406		03/21 AP		08/31/20	0000000	PAINT ROLLERS			
406		03/21 AP		08/31/20	0000000	CULLIGAN WATER CONDITIONING	34.35		09/17/20
414		03/21 AP		08/31/20	0000000	DRINKING WATER-PARKS			
414		03/21 AP		08/31/20	0000000	FASTENAL COMPANY	216.00		09/17/20
406		03/21 AP		08/28/20	0000000	GLOVES			
406		03/21 AP		08/28/20	0000000	MENARDS-CEDAR FALLS	8.77		09/17/20
406		03/21 AP		08/24/20	0000000	WASP SPRAY, MARKER PAINT ABORIST	9.27		09/17/20
406		03/21 AP		08/24/20	0000000	BENTON BUILDING CENTER			
371		03/21 AP		06/25/20	0000000	WASP SPRAY-PARKS	64.00		09/17/20
371		03/21 AP		06/25/20	0000000	STOKES WELDING			
371		03/21 AP		06/25/20	0000000	OIL			
						ACCOUNT TOTAL	623.80	.00	623.80
101-6633-423.86-01		03/21 AP		08/28/20	0000000	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE COOLEY PUMPING, LLC	105.00		09/17/20
406		03/21 AP		08/28/20	0000000	PORTA POTTY-ELDORADO PARK			
						ACCOUNT TOTAL	105.00	.00	105.00
						FUND TOTAL	58,886.85	713.55	58,173.30

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ---
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS									
390		03/21 AP		09/01/20	0000000	NORTH AMERICAN SAFETY, INC	593.50		09/17/20
						STREETS HI VISION UNIFORM			
390		03/21 AP		08/31/20	0000000	SERVICWEAR APPAREL, INC.	139.62		09/17/20
						STREET UNIFORMS			
390		03/21 AP		08/29/20	0000000	SERVICWEAR APPAREL, INC.	254.04		09/17/20
						STREET UNIFORMS			
						ACCOUNT TOTAL	987.16	.00	987.16
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
414		03/21 AP		08/28/20	0000000	FASTENAL COMPANY	432.00		09/17/20
						GLOVES			
						ACCOUNT TOTAL	432.00	.00	432.00
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
406		03/21 AP		09/09/20	0000000	TRACTOR SUPPLY CO.	15.99		09/17/20
						LATCH FOR GRINDER			
390		03/21 AP		09/03/20	0000000	BENTON'S READY MIX CONCRETE,	505.75		09/17/20
						CONCRETE FOR BOX OUT			
371		03/21 AP		09/02/20	0000000	O'DONNELL ACE HARDWARE	23.96		09/17/20
						BAG CONCRETE FOR COLLAR			
371		03/21 AP		09/02/20	0000000	O'DONNELL ACE HARDWARE	18.08		09/17/20
						SUPPLIES FOR MR MANHOLE			
390		03/21 AP		09/02/20	0000000	O'DONNELL ACE HARDWARE	5.99		09/17/20
						BAG CONCRETE FOR PATCH			
371		03/21 AP		09/01/20	0000000	TRACTOR SUPPLY CO.	40.94		09/17/20
						FITTING FOR BOBCAT WATER			
390		03/21 AP		08/31/20	0000000	BENTON'S READY MIX CONCRETE,	201.25		09/17/20
						CONCRETE FOR PANEL PATCH			
390		03/21 AP		08/29/20	0000000	ASPRO, INC.	262.24		09/17/20
						HOTMIX ASPHALT			
390		03/21 AP		08/28/20	0000000	BENTON'S READY MIX CONCRETE,	423.00		09/17/20
						CONCRETE FOR PANEL			
						ACCOUNT TOTAL	1,497.20	.00	1,497.20
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
414		03/21 AP		08/28/20	0000000	FASTENAL COMPANY	61.65		09/17/20
						CONCRETE EXPOXY			
414		03/21 AP		08/24/20	0000000	ECHO GROUP, INC.	70.25		09/17/20
						GLOVES SAW BLADES			
414		03/21 AP		08/17/20	0000000	ECHO GROUP, INC.	145.90		09/17/20
						ELECTRICAL SUPPLIES			
414		03/21 AP		07/31/20	0000000	O'DONNELL ACE HARDWARE	7.98		09/17/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
HORNET SPRAY										
ACCOUNT TOTAL							285.78	.00	285.78	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
414		03/21 AP		08/26/20	0000000	CAMPBELL SUPPLY WATERLOO	580.32			09/17/20
TOOLS										
414		03/21 AP		07/24/20	0000000	O'DONNELL ACE HARDWARE	37.76			09/17/20
CAULKGUN,TAP WRENCH/PLUG										
ACCOUNT TOTAL							618.08	.00	618.08	
206-6647-436.72-17 OPERATING SUPPLIES / UNIFORMS										
390		03/21 AP		09/01/20	0000000	NORTH AMERICAN SAFETY, INC	35.97			09/17/20
TRAFFIC HI VISION UNIFORM										
390		03/21 AP		08/29/20	0000000	SERVICEWEAR APPAREL, INC.	42.34			09/17/20
TRAFFIC UNIFORMS										
ACCOUNT TOTAL							78.31	.00	78.31	
206-6647-436.72-62 OPERATING SUPPLIES / PAINT										
414		03/21 AP		09/03/20	0000000	DIAMOND VOGEL PAINT - #64/#55	134.87			09/17/20
PAINT										
414		03/21 AP		08/13/20	0000000	DIAMOND VOGEL PAINT - #64/#55	173.80			09/17/20
PAINT										
414		03/21 AP		08/10/20	0000000	DIAMOND VOGEL PAINT - #64/#55	23.00			09/17/20
PAINT MACHINE HOSE										
414		03/21 AP		07/20/20	0000000	DIAMOND VOGEL PAINT - #64/#55	20.40			09/17/20
PAINT										
ACCOUNT TOTAL							352.07	.00	352.07	
206-6647-436.73-20 OTHER SUPPLIES / POSTS										
414		03/21 AP		09/02/20	0000000	JACKJAW CONSTRUCTION ACCESSOR	580.60			09/17/20
POST PULLER										
ACCOUNT TOTAL							580.60	.00	580.60	
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
414		03/21 AP		08/21/20	0000000	IOWA PRISON INDUSTRIES	216.15			09/17/20
SIGNS										
ACCOUNT TOTAL							216.15	.00	216.15	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
						FUND TOTAL	5,047.35	.00	5,047.35	
FUND 215 HOSPITAL FUND										
215-1230-421.89-45 MISCELLANEOUS SERVICES / FARM TAXES										
404		03/21 AP		09/01/20	0000000	BLACK HAWK CO.TREASURER	1,236.00			09/17/20
						PROPERTY TAXES-BELZ FARM				
404		03/21 AP		09/01/20	0000000	BLACK HAWK CO.TREASURER	1,000.00			09/17/20
						PROPERTY TAXES-BELZ FARM				
404		03/21 AP		09/01/20	0000000	BLACK HAWK CO.TREASURER	1,336.00			09/17/20
						PROPERTY TAXES-BELZ FARM				
404		03/21 AP		09/01/20	0000000	BLACK HAWK CO.TREASURER	1,240.00			09/17/20
						PROPERTY TAXES-BELZ FARM				
404		03/21 AP		09/01/20	0000000	BLACK HAWK CO.TREASURER	1,076.00			09/17/20
						PROPERTY TAXES-BELZ FARM				
404		03/21 AP		09/01/20	0000000	BLACK HAWK CO.TREASURER	1,350.00			09/17/20
						PROPERTY TAXES-BELZ FARM				
						ACCOUNT TOTAL	7,238.00	.00	7,238.00	
						FUND TOTAL	7,238.00	.00	7,238.00	
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
381		03/21 AP		08/31/20	0000000	STOREY KENWORTHY	161.88			09/17/20
						BACKREST,CUSHION,LABELS				
						POST-ITS, ENVELOPES, STAPLE				
						ACCOUNT TOTAL	161.88	.00	161.88	
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
378		03/21 AP		09/08/20	0000000	PARKADE PRINTER, INC.	23.00			09/17/20
						#9 WINDOW ENVELOPES				
						ACCOUNT TOTAL	23.00	.00	23.00	
						FUND TOTAL	184.88	.00	184.88	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING										
378		03/21 AP		09/08/20	0000000	PARKADE PRINTER, INC.	11.50			09/17/20
						#9 WINDOW ENVELOPES				
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY	3.57			09/17/20
						COPY PAPER				
						ACCOUNT TOTAL	15.07	.00	15.07	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
451		03/21 AP		08/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	537.15			09/17/20
						ENTITLEMENT AGENCY AWARD				
						AUGUST-CV EXPENSES				
PROJECT#: 022351										
451		03/21 AP		08/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	738.06			09/17/20
						ENTITLEMENT PLAN & REPORT				
						AUGUST EXPENSES				
451		03/21 AP		08/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	206.42			09/17/20
						ENTITLEMENT AGENCY AWARD				
						AUGUST EXPENSES				
451		03/21 AP		08/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	2,279.27			09/17/20
						ENTITLEMENT ENVIRO REVIEW				
						AUGUST EXPENSES				
451		03/21 AP		07/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	496.57			09/17/20
						ENTITLEMENT AGENCY AWARD				
						JULY-CV EXPENSES				
PROJECT#: 022351										
451		03/21 AP		07/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	397.26			09/17/20
						ENTITLEMENT PLAN & REPORT				
						JULY EXPENSES				
						ACCOUNT TOTAL	4,654.73	.00		4,654.73
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT										
388		03/21 AP		09/04/20	0000000	BOULDER CONTRACTING, LLC	20,026.76			09/17/20
						3223-20 CDBG SIDEWALK INF				
PROJECT#: 023223										
						ACCOUNT TOTAL	20,026.76	.00		20,026.76
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
451		03/21 AP		08/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	2,557.04			09/17/20
						ENTITLEMENT SF REHAB TA				
						AUGUST EXPENSES				
451		03/21 AP		07/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	1,885.81			09/17/20
						ENTITLEMENT SF REHAB TA				
						JULY EXPENSES				
						ACCOUNT TOTAL	4,442.85	.00		4,442.85
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM										
451		03/21 AP		08/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	526.74			09/17/20
						ENTITLEMENT HOME REHAB				
						AUGUST EXPENSES				
451		03/21 AP		07/31/20	0000000	IOWA NORTHLAND REGIONAL CO. O	216.82			09/17/20
						ENTITLEMENT HOME REHAB				
						JULY EXPENSES				
						ACCOUNT TOTAL	743.56	.00		743.56
						FUND TOTAL	29,882.97	.00		29,882.97

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										
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
388		03/21 AP		09/08/20	0000000	TERRACON CONSULTANTS, INC. LILAC LN 8/18-8/29/20	155.49			09/17/20
PROJECT#: 023185										
388		03/21 AP		09/08/20	0000000	TERRACON CONSULTANTS, INC. MADISON ST 8/18-8/29/20	99.67			09/17/20
PROJECT#: 023185										
388		03/21 AP		09/03/20	0000000	PETERSON CONTRACTORS	728,639.16			09/17/20
PROJECT#: 023185										
ACCOUNT TOTAL							728,894.32	.00		728,894.32
242-1240-431.92-91 STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION										
388		03/21 AP		09/04/20	0000000	PETERSON CONTRACTORS	103,006.29			09/17/20
PROJECT#: 023196										
ACCOUNT TOTAL							103,006.29	.00		103,006.29
FUND TOTAL							831,900.61	.00		831,900.61
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
378		03/21 AP		09/08/20	0000000	PARKADE PRINTER, INC.	11.50			09/17/20
PROJECT#: 023196										
369		03/21 AP		08/19/20	0135058	US BANK	11.99			09/04/20
PROJECT#: 023196										
369		03/21 AP		08/18/20	0135058	US BANK	72.54			09/04/20
PROJECT#: 023196										
369		03/21 AP		08/10/20	0135058	US BANK	34.00			09/04/20
PROJECT#: 023196										
369		03/21 AP		08/10/20	0135058	US BANK	395.12			09/04/20
PROJECT#: 023196										
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY	.30			09/17/20
PROJECT#: 023196										
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY	3.57			09/17/20
PROJECT#: 023196										
369		03/21 AP		07/23/20	0135058	US BANK	28.92			09/04/20
PROJECT#: 023196										
ACCOUNT TOTAL							557.94	.00		557.94
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
378		03/21 AP		09/02/20	0000000	FEDERAL EXPRESS	304.25			09/17/20

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 254 CABLE TV FUND									
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued			
						SHIPPING-NEWTEK INC			
369		03/21 AP		08/13/20	0135058	US BANK	21.90		09/04/20
						DKC*DIGI KEY CORP			
						CONN BNC JACK STR 75			
						ACCOUNT TOTAL	326.15	.00	326.15
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
369		03/21 AP		07/30/20	0135058	US BANK	48.00		09/04/20
						TST* SMOKEY D S BBQ - 2ND			
						MEALS:STATE BB COVERAGE			
						ACCOUNT TOTAL	48.00	.00	48.00
254-1088-431.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
369		03/21 AP		08/11/20	0135058	US BANK	96.00		09/04/20
						PSI SERVICES LLC			
						UNMANNED AIRCRAFT GENERAL			
						ACCOUNT TOTAL	96.00	.00	96.00
254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
369		03/21 AP		08/19/20	0135058	US BANK	69.95		09/04/20
						MARKERTEK VIDEO SUPPLY			
						MOUNTING BRACKETS			
369		03/21 AP		08/19/20	0135058	US BANK	840.78		09/04/20
						B&H PHOTO 800-606-6969			
						CAMERA CLOAKS/RAIN COVERS			
369		03/21 AP		08/11/20	0135058	US BANK	395.12		09/04/20
						B&H PHOTO 800-606-6969			
						CLK1 CAMERA CLOAK			
369		03/21 AP		08/06/20	0135058	US BANK	69.95		09/04/20
						MARKERTEK VIDEO SUPPLY			
						MOUNTING BRACKETS			
						ACCOUNT TOTAL	1,375.80	.00	1,375.80
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
369		03/21 AP		08/11/20	0135058	US BANK	1,499.00		09/04/20
						B&H PHOTO 800-606-6969			
						MONITOR W/ACCESSORY KIT			
369		03/21 AP		08/10/20	0135058	US BANK	189.99		09/04/20
						NEWEGG INC			
						DESKTOP MEMORY-M MENNEN			
						ACCOUNT TOTAL	1,688.99	.00	1,688.99
						FUND TOTAL	4,092.88	.00	4,092.88

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
378		03/21 AP		09/08/20	0000000	PARKADE PRINTER, INC.	23.00			09/17/20
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY #9 WINDOW ENVELOPES COPY PAPER	7.15			09/17/20
ACCOUNT TOTAL							30.15	.00	30.15	
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
369		03/21 AP		07/27/20	0135058	US BANK FARM & FLT OF CEDAR FLS	8.97			09/04/20
ACCOUNT TOTAL							8.97	.00	8.97	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
448		03/21 AP		07/31/20	0000000	DUNCAN SOLUTIONS, INC.	1,875.73			09/17/20
448		03/21 AP		06/30/20	0000000	DUNCAN SOLUTIONS, INC. PARKING FEES-JULY-2020 PARKING FEES-JUN-2020	1,493.14			09/17/20
ACCOUNT TOTAL							3,368.87	.00	3,368.87	
FUND TOTAL							3,407.99	.00	3,407.99	
FUND 261 TOURISM & VISITORS										
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
397		03/21 AP		08/20/20	0000000	STOREY KENWORTHY MESH TRAYS/RUBBER BANDS/ APPOINTMENT BOOK	43.11			09/17/20
ACCOUNT TOTAL							43.11	.00	43.11	
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
369		03/21 AP		07/23/20	0135058	US BANK USPS PO 1814940913	19.60			09/04/20
ACCOUNT TOTAL							19.60	.00	19.60	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
420		03/21 AP		09/03/20	0000000	BUSINESS PUBLICATIONS CORP., FALL/WINTER IA TRAVEL GUIDE AD	1,593.75			09/17/20
420		03/21 AP		08/31/20	0000000	ZLR IGNITION	636.25			09/17/20
420		03/21 AP		08/31/20	0000000	ZLR IGNITION CLIENT ADMIN/MEDIA MNGMT FACEBOOK/GOOGLE/TWITTER	1,259.43			09/17/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.73-55 OTHER SUPPLIES / MEDIA						continued				
ACCOUNT TOTAL							3,489.43	.00	3,489.43	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
397		03/21 AP		09/08/20	0000000	TRAVEL AND TOURISM RESEARCH A	299.00			09/17/20
PROJECT#: 032424						VIRTUAL MARKING OUTLOOK FORUM-TOURISM & TRAVEL				
ACCOUNT TOTAL							299.00	.00	299.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
397		03/21 AP		08/27/20	0000000	CITY LAUNDERING CO.	10.00			09/17/20
PROJECT#: 032424						BIWEEKLY MAT SERVICE				
ACCOUNT TOTAL							10.00	.00	10.00	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
369		03/21 AP		08/19/20	0135058	US BANK	200.00			09/04/20
PROJECT#: 032423						IOWA SOCIETY OF ASSOCIATI 2020 ISAE GOLF SPONSORSHP				
ACCOUNT TOTAL							200.00	.00	200.00	
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS										
420		03/21 AP		09/08/20	0000000	HEARST CENTER FOR THE ARTS	1,873.00			09/17/20
PROJECT#: 032424						FY21 COMMUNITY BTMT GRANT HEARST TO YOU PROGRAM				
ACCOUNT TOTAL							1,873.00	.00	1,873.00	
FUND TOTAL							5,934.14	.00	5,934.14	
FUND 262 SENIOR SERVICES & COMM CT										
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 297 REC FACILITIES CAPITAL									
297-2253-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
411		03/21 AP		09/11/20	0000000	FISCHER BROS, LLC	32,408.00		09/17/20
						SLIDE RESTORATION - FALLS PARTIAL			
411		03/21 AP		09/03/20	0000000	THE LIFEGUARD STORE	343.00		09/17/20
						RUBBER SLEEVE/BUMPER			
381		03/21 AP		08/31/20	0000000	FAILOR HURLEY CONSTRUCTION	56,850.85		09/17/20
						3236-REC LOCKER ROOM UPG. #4			
PROJECT#:		023236							
ACCOUNT TOTAL							89,601.85	.00	89,601.85
FUND TOTAL							89,601.85	.00	89,601.85
FUND 298 HEARST CAPITAL									
298-2280-423.89-39						MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS			
369		03/21 AP		08/07/20	0135058	US BANK	324.00		09/04/20
						LAURADAVIDSONDIRECT CHAIRS FOR PATIO			
369		03/21 AP		08/07/20	0135058	US BANK	648.00		09/04/20
						LAURADAVIDSONDIRECT CHAIRS FOR PATIO			
369		03/21 AP		08/06/20	0135058	US BANK	810.00		09/04/20
						LAURADAVIDSONDIRECT CHAIRS FOR PATIO			
369		03/21 AP		08/06/20	0135058	US BANK	486.00		09/04/20
						LAURADAVIDSONDIRECT CHAIRS FOR PATIO			
ACCOUNT TOTAL							2,268.00	.00	2,268.00
FUND TOTAL							2,268.00	.00	2,268.00
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.89-80						MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG			
390		03/21 AP		09/04/20	0000000	C & C WELDING & SANDBLASTING	304.40		09/17/20
						COVID BARRIER BRACKET 062509			
PROJECT#:		012020							
390		03/21 AP		09/03/20	0000000	CENTRAL IOWA DISTRIBUTING INC	132.67		09/17/20
						DISINFECTANT WIPES 062507			
PROJECT#:		012020							
378		03/21 AP		08/31/20	0000000	STOREY KENWORTHY	631.56		09/17/20
						FACE MASKS, WIPES			
PROJECT#:		012020							
390		03/21 AP		08/31/20	0000000	HOTSY EQUIPMENT COMPANY	699.00		09/17/20
						DISINFECTANT SPRAYER 062507			
PROJECT#:		012020							
378		03/21 AP		08/25/20	0000000	STOREY KENWORTHY	302.40		09/17/20
						FACE MASKS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 404 FEMA										
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG						continued				
PROJECT#: 012020										
370		03/21	AP	08/17/20	0135058	US BANK	47.88			09/04/20
						AMAZON.COM*MM6IT4CJ2 AMZN				
						CLOROX DISINFECTING WIPES				
PROJECT#: 012020										
370		03/21	AP	08/17/20	0135058	US BANK	12.99			09/04/20
						AMZN MKTP US*MM7JW70N1				
						THERMOMETER PROBE COVERS				
PROJECT#: 012020										
370		03/21	AP	08/17/20	0135058	US BANK	9.98			09/04/20
						WM SUPERCENTER #753				
						CLOROX DISINFECTING WIPES				
PROJECT#: 012020										
370		03/21	AP	08/10/20	0135058	US BANK	15.92			09/04/20
						WM SUPERCENTER #753				
						CLOROX WIPES				
PROJECT#: 012020										
369		03/21	AP	08/07/20	0135058	US BANK	67.00			09/04/20
						AMZN MKTP US*MF6X712B1				
						THERMOMETER PROBE COVERS				
PROJECT#: 012020										
369		03/21	AP	08/07/20	0135058	US BANK	199.96			09/04/20
						AMZN MKTP US*MF2A54PA0				
						HAND SANITIZER				
PROJECT#: 012020										
378		03/21	AP	08/06/20	0000000	STOREY KENWORTHY	302.40			09/17/20
						FACE MASKS				
PROJECT#: 012020										
370		03/21	AP	08/05/20	0135058	US BANK	35.00			09/04/20
						IN *SENSOURCE				
						SAFESPACE APP				
PROJECT#: 012020										
370		03/21	AP	08/04/20	0135058	US BANK	10.00			09/04/20
						AMAZON.COM*MF3993ML1				
						CLOROX H2O2 WIPES				
PROJECT#: 012020										
370		03/21	AP	08/03/20	0135058	US BANK	29.00			09/04/20
						AMAZON.COM*MF46Q3PD1				
						NITRILE GLOVES (SMALL)				
PROJECT#: 012020										
370		03/21	AP	08/03/20	0135058	US BANK	9.98			09/04/20
						WAL-MART #0753				
						CLOROX WIPES				
PROJECT#: 012020										
370		03/21	AP	07/31/20	0135058	US BANK	13.87			09/04/20
						AMZN MKTP US*MF8YN6A51 AM				
						THERMOMETER PROBE COVERS				
PROJECT#: 012020										
370		03/21	AP	07/30/20	0135058	US BANK	139.00			09/04/20
						AMAZON.COM*MV8HA17T2 AMZN				
						SAMSUNG GALAXY TABLET				
PROJECT#: 012020										
369		03/21	AP	07/27/20	0135058	US BANK	735.39			09/04/20
						SELECT SCREEN PRINTS				
						70 MASKS;NECK GAITORS				
PROJECT#: 012020										
370		03/21	AP	07/27/20	0135058	US BANK	9.91			09/04/20
						WALMART.COM AY				
						70% ISOPROPYL ALCOHOL				
PROJECT#: 012020										
370		03/21	AP	07/27/20	0135058	US BANK	9.98			09/04/20
						WM SUPERCENTER #753				
						CLOROX WIPES				
PROJECT#: 012020										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 404 FEMA									
404-1220-431.89-80						MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG	continued		
369		03/21 AP		07/24/20	0135058	US BANK	99.96		09/04/20
						AMZN MKTP US*MV1J26KB1			
						PURELL DISPENSERS			
						PROJECT#: 012020			
404		03/21 AP		05/19/20	0000000	MENARDS-CEDAR FALLS		21.07	09/17/20
						CREDIT BALANCE ON ACCOUNT			
						PD K00910 IN ERROR			
						PROJECT#: 012020			
371		03/21 AP		05/06/20	0000000	O'DONNELL ACE HARDWARE	21.07		09/17/20
						MOUNTING TAPE-FOR BARRIER			
						062506			
						PROJECT#: 012020			
371		03/21 AP		05/04/20	0000000	CONTINENTAL RESEARCH CORP.	249.12		09/17/20
						DISINFECTANT CLEANER			
						062506			
						PROJECT#: 012020			
						ACCOUNT TOTAL	4,088.44	21.07	4,067.37
						FUND TOTAL	4,088.44	21.07	4,067.37
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 430 2004 TIF BOND									
430-1220-431.97-49						TIF BOND PROJECTS / SOUTH INDUSTRIAL PARK			
404		03/21 AP		08/25/20	0000000	AHLERS AND COONEY, P.C.	861.50		09/17/20
						LGL:CYBER LN EMINENT DOM.			
						7/21/20-8/12/20			
404		03/21 AP		08/25/20	0000000	AHLERS AND COONEY, P.C.	94.00		09/17/20
						LGL:CYBER LN CONDEMNATION			
						08/19/20			
						ACCOUNT TOTAL	955.50	.00	955.50
430-1220-431.97-69						TIF BOND PROJECTS / HWY 58 INTERSECTION IMP			
388		03/21 AP		08/24/20	0000000	IOWA DEPT-TRANSPORTATION	3,748,333.34		09/17/20
						3145-HWY. 58/VIKING ROAD			
						3RD/FINAL INSTALLMENT-'20			
						PROJECT#: 023145			
						ACCOUNT TOTAL	3,748,333.34	.00	3,748,333.34
430-1220-431.97-70						TIF BOND PROJECTS / VIKING ROAD			
444		03/21 AP		08/28/20	0000000	SNYDER & ASSOCIATES, INC.	40,718.23		09/17/20
						3212-WEST VIKING RD RECON			
						SERVICES THRU 07/31/20			
						PROJECT#: 023212			
						ACCOUNT TOTAL	40,718.23	.00	40,718.23
430-1220-431.97-82						TIF BOND PROJECTS / STREETScape MAINTENANCE			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430 2004 TIF BOND										
430-1220-388	431.97-82	TIF BOND PROJECTS /		09/10/20	0000000	STREETScape MAINTENANCE CUNNINGHAM CONSTRUCTION CO.,	157,858.89			09/17/20
		3180-DOWNTOWN STREETScape								
		PROJECT#:			023180					
ACCOUNT TOTAL							157,858.89	.00	157,858.89	
430-1220-381 TIF BOND PROJECTS / TIF LEGAL FEES										
430-1220-381	431.97-83	TIF BOND PROJECTS /		08/26/20	0000000	AHLERS AND COONEY, P.C.	1,374.00			09/17/20
		LGL:AMEND #3 RIVER PLACE				08/12/20-08/18/20				
430-1220-404	431.97-83	TIF BOND PROJECTS /		08/25/20	0000000	AHLERS AND COONEY, P.C.	360.00			09/17/20
		LGL:CONTESTED SERV.AREA				7/22/20-8/14/20				
ACCOUNT TOTAL							1,734.00	.00	1,734.00	
430-1220-388 TIF BOND PROJECTS / MAIN STREET ALLEY										
430-1220-388	431.97-98	TIF BOND PROJECTS /		09/10/20	0000000	LODGE CONSTRUCTION, INC	1,976.95			09/17/20
		3154-100 BLK.ALLEY RECON.								
		PROJECT#:			023154					
430-1220-388	431.97-98	TIF BOND PROJECTS /		09/10/20	0000000	LODGE CONSTRUCTION, INC	14,241.04			09/17/20
		3154-100 BLK.ALLEY RECON.				RETAINAGE				
		PROJECT#:			023154					
ACCOUNT TOTAL							16,217.99	.00	16,217.99	
FUND TOTAL							3,965,817.95	.00	3,965,817.95	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-381	431.98-60	CAPITAL PROJECTS /		09/08/20	0000000	DAM SAFETY IMPROVEMENTS RIVERWISE ENGINEERING, LLC	3,280.00			09/17/20
		3088-CDR.RV.LOW HEAD DAM								
		PROJECT#:			023088					
ACCOUNT TOTAL							3,280.00	.00	3,280.00	
436-1220-388 CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE										
436-1220-388	431.98-62	CAPITAL PROJECTS /		09/04/20	0000000	CLAY ST. PARK DRAINAGE BENTON'S SAND & GRAVEL, INC.	23,989.39			09/17/20
		3146-CLAY ST. PARK DRAIN.								
		PROJECT#:			023146					
ACCOUNT TOTAL							23,989.39	.00	23,989.39	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 436	2012	BOND							
		FUND TOTAL					27,269.39	.00	27,269.39
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431.98-33		CAPITAL PROJECTS /							
371	03/21	AP 07/06/20		0000000	TOYNE, INC.		231,539.65		09/17/20
		#FD551 TANKER							
		ACCOUNT TOTAL					231,539.65	.00	231,539.65
		FUND TOTAL					231,539.65	.00	231,539.65
FUND 439	2008	BOND FUND							
FUND 443		CAPITAL PROJECTS							
FUND 472		PARKADE RENOVATION							
FUND 473		SIDEWALK ASSESSMENT							
FUND 483		ECONOMIC DEVELOPMENT							
FUND 484		ECONOMIC DEVELOPMENT LAND							
484-2245-432.91-10		LAND / INDUSTRIAL PARK LAND ACQ							
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		1,352.00		09/17/20
		PROPERTY TAXES-RIEGER			IND.PARK				
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		544.00		09/17/20
		PROPERTY TAXES-GIBSON							
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		1,298.00		09/17/20
		PROPERTY TAXES-GIBSON							
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		1,540.00		09/17/20
		PROPERTY TAXES-GIBSON							
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		1,216.00		09/17/20
		PROPERTY TAXES-RIEGER			IND.PARK				
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		1,152.00		09/17/20
		PROPERTY TAXES-ARTESIAN			IND.PARK				
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		154.00		09/17/20
		PROPERTY TAXES-GIBSON							
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		432.00		09/17/20
		PROPERTY TAXES-GIBSON							
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		1,128.00		09/17/20
		PROPERTY TAXES-RIEGER			IND.PARK				
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		892.00		09/17/20
		PROPERTY TAXES-GIBSON							
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		504.00		09/17/20
		PROPERTY TAXES-RIEGER			IND.PARK				
404	03/21	AP 09/01/20		0000000	BLACK HAWK CO.TREASURER		1,402.00		09/17/20
		PROPERTY TAXES-ARTESIAN			IND.PARK				
		ACCOUNT TOTAL					11,614.00	.00	11,614.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 484 ECONOMIC DEVELOPMENT LAND										
						FUND TOTAL	11,614.00	.00	11,614.00	
FUND 541 2018 STORM WATER BONDS										
541-2230-432.92-01				09/10/20	0000000	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
388		03/21 AP		09/10/20	0000000	BENTON'S SAND & GRAVEL, INC.	34,898.79			09/17/20
						3225-2020 PERMEABLE ALLEY				
						PROJECT#: 023225				
						ACCOUNT TOTAL	34,898.79	.00	34,898.79	
						FUND TOTAL	34,898.79	.00	34,898.79	
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-01				08/27/20	0000000	OFFICE SUPPLIES / OFFICE SUPPLIES				
390		03/21 AP		08/27/20	0000000	STOREY KENWORTHY	4.88			09/17/20
						PENS				
390		03/21 AP		08/14/20	0000000	STOREY KENWORTHY	78.07			09/17/20
						PENS,PAPER,HIGHLITERS				
						ACCOUNT TOTAL	82.95	.00	82.95	
551-6685-436.71-01				08/24/20	0000000	OFFICE SUPPLIES / OFFICE SUPPLIES				
390		03/21 AP		08/24/20	0000000	STOREY KENWORTHY	22.98			09/17/20
						TAPE AND CLOCK				
390		03/21 AP		08/14/20	0000000	STOREY KENWORTHY	6.47			09/17/20
						STAPLER AND STAPLES				
						ACCOUNT TOTAL	29.45	.00	29.45	
551-6685-436.72-17				09/01/20	0000000	OPERATING SUPPLIES / UNIFORMS				
390		03/21 AP		09/01/20	0000000	NORTH AMERICAN SAFETY, INC	118.22			09/17/20
						REFUSE HI VISION UNIFORM				
390		03/21 AP		08/31/20	0000000	SERVICEWEAR APPAREL, INC.	44.94			09/17/20
						REFUSE UNIFORMS				
390		03/21 AP		08/29/20	0000000	SERVICEWEAR APPAREL, INC.	359.89			09/17/20
						REFUSE UNIFORMS				
						ACCOUNT TOTAL	523.05	.00	523.05	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
371		03/21 AP		08/31/20	0000000	CULLIGAN WATER CONDITIONING WATER-TRANSFER STATION	13.00		09/17/20
ACCOUNT TOTAL							13.00	.00	13.00
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
414		03/21 AP		08/28/20	0000000	FASTENAL COMPANY GLOVES	432.00		09/17/20
ACCOUNT TOTAL							432.00	.00	432.00
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
406		03/21 AP		09/10/20	0000000	O'DONNELL ACE HARDWARE	6.08		09/17/20
406		03/21 AP		09/10/20	0000000	PARTS FOR AIR COMPRESSOR	5.08		09/17/20
414		03/21 AP		09/10/20	0000000	CLEANING SUPPLIES	26.01		09/17/20
406		03/21 AP		09/09/20	0000000	MENARDS-CEDAR FALLS RECYCLING	26.07		09/17/20
ACCOUNT TOTAL							63.24	.00	63.24
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
390		03/21 AP		09/01/20	0000000	HOTSY EQUIPMENT COMPANY REFUSE BLDG	1,775.18		09/17/20
ACCOUNT TOTAL							1,775.18	.00	1,775.18
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.									
390		03/21 AP		08/07/20	0000000	ROTO-ROOTER	308.00		09/17/20
ACCOUNT TOTAL							308.00	.00	308.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
390		03/21 AP		09/04/20	0000000	WEIKERT IRON AND METAL	2,534.00		09/17/20
390		03/21 AP		08/29/20	0000000	APPLIANCE RECYCLING	349.20		09/17/20
406		03/21 AP		08/13/20	0000000	LIBERTY TIRE RECYCLING, LLC	43.23		09/17/20
ACCOUNT TOTAL							2,926.43	.00	2,926.43

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 551 REFUSE FUND									
FUND TOTAL							6,153.30	.00	6,153.30
FUND 552 SEWER RENTAL FUND									
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
371		03/21	AP	08/31/20	0000000	UTILITY EQUIPMENT COMPANY	5,658.60		09/17/20
SANITARY CASTING									
390		03/21	AP	08/28/20	0000000	BENTON'S READY MIX CONCRETE, NEWMAN AVE	322.00		09/17/20
406		03/21	AP	07/23/20	0000000	CRITEX LLC	1,919.85		09/17/20
PIPE									
390		03/21	AP	07/08/20	0000000	BENTON'S READY MIX CONCRETE, BLUEBELL	282.00		09/17/20
ACCOUNT TOTAL							8,182.45	.00	8,182.45
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
388		03/21	AP	08/20/20	0000000	SNYDER & ASSOCIATES, INC.	2,197.50		09/17/20
PROJECT#:						3182-OAK PARK SEWER REPL.	SERVICES THRU 07/31/20		
ACCOUNT TOTAL							2,197.50	.00	2,197.50
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
390		03/21	AP	08/14/20	0000000	STOREY KENWORTHY	77.03		09/17/20
PENS, MARKERS, CALENDAR									
378		03/21	AP	08/10/20	0000000	STOREY KENWORTHY	3.57		09/17/20
COPY PAPER									
ACCOUNT TOTAL							80.60	.00	80.60
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS									
390		03/21	AP	09/01/20	0000000	NORTH AMERICAN SAFETY, INC UNIFORMS	47.24		09/17/20
390		03/21	AP	08/31/20	0000000	SERVICEWEAR APPAREL, INC.	207.83		09/17/20
WATER REC UNIFORMS									
390		03/21	AP	08/29/20	0000000	SERVICEWEAR APPAREL, INC.	296.38		09/17/20
WATER REC UNIFORMS									
ACCOUNT TOTAL							551.45	.00	551.45
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
413		03/21	AP	09/11/20	0000000	MIDLAND SCIENTIFIC, INC.	16.00		09/17/20
LAB SUPPLIES									
413		03/21	AP	09/01/20	0000000	MIDLAND SCIENTIFIC, INC.	29.67		09/17/20
LAB SUPPLIES									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB						continued				
ACCOUNT TOTAL							45.67	.00	45.67	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
413		03/21	AP	09/11/20	0000000	SHIRT SHACK INC., THE	240.00			09/17/20
						MASKS				
378		03/21	AP	09/02/20	0000000	THOMPSON SHOES	123.25			09/17/20
						SAFETY SHOES-J NORTHRUP P.O. 56520				
ACCOUNT TOTAL							363.25	.00	363.25	
552-6665-436.72-67 OPERATING SUPPLIES / ODOR CONTROL										
413		03/21	AP	09/04/20	0000000	CONTINENTAL RESEARCH CORP, ODOR CONTROL	1,675.53			09/17/20
ACCOUNT TOTAL							1,675.53	.00	1,675.53	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
413		03/21	AP	09/06/20	0000000	O'DONNELL ACE HARDWARE	6.65			09/17/20
						O RINGS				
413		03/21	AP	09/01/20	0000000	ARNOLD MOTOR SUPPLY	4.40			09/17/20
						O RINGS				
413		03/21	AP	08/31/20	0000000	O'DONNELL ACE HARDWARE	50.43			09/17/20
						ELBOWS,BRUSH,NIPPLES				
413		03/21	AP	08/31/20	0000000	O'DONNELL ACE HARDWARE	11.98			09/17/20
						PLATES				
413		03/21	AP	08/27/20	0000000	CRESCENT ELECTRIC	32.51			09/17/20
						CONDUIT				
413		03/21	AP	08/18/20	0000000	ARNOLD MOTOR SUPPLY	42.57			09/17/20
						V BELTS				
413		03/21	AP	08/18/20	0000000	ARNOLD MOTOR SUPPLY	14.19			09/17/20
						BELTS				
413		03/21	AP	08/18/20	0000000	ARNOLD MOTOR SUPPLY	50.36			09/17/20
						V BELTS				
369		03/21	AP	08/13/20	0135058	US BANK	33.49			09/04/20
						MENARDS CEDAR FALLS IA WATER AND STRAP				
413		03/21	AP	08/05/20	0000000	O'DONNELL ACE HARDWARE	46.14			09/17/20
						1" COPPER				
413		03/21	AP	08/04/20	0000000	O'DONNELL ACE HARDWARE	5.98			09/17/20
						SOAP				
ACCOUNT TOTAL							298.70	.00	298.70	
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
413		03/21	AP	09/10/20	0000000	O'DONNELL ACE HARDWARE	40.54			09/17/20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
TAPES SCREEN									
ACCOUNT TOTAL							40.54	.00	40.54
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
413		03/21	AP	09/07/20	0000000	CITY LAUNDERING CO.	38.75		09/17/20
RUGS									
ACCOUNT TOTAL							38.75	.00	38.75
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
413		03/21	AP	09/03/20	0000000	TESTAMERICA LABORATORIES, INC	75.00		09/17/20
LAB TESTING									
ACCOUNT TOTAL							75.00	.00	75.00
FUND TOTAL							13,549.44	.00	13,549.44
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
378		03/21	AP	09/08/20	0000000	PARKADE PRINTER, INC.	9.20		09/17/20
#9 WINDOW ENVELOPES									
388		03/21	AP	08/27/20	0000000	STOREY KENWORTHY	7.30		09/17/20
COPY PAPER, 11X17 PAPER									
388		03/21	AP	08/10/20	0000000	STOREY KENWORTHY	5.04		09/17/20
COPY PAPER, BRIGHT PAPER									
388		03/21	AP	08/10/20	0000000	STOREY KENWORTHY	.22		09/17/20
CLIPBOARD									
ACCOUNT TOTAL							21.76	.00	21.76
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
390		03/21	AP	09/02/20	0000000	BENTON'S READY MIX CONCRETE,	241.50		09/17/20
CONCRETE FOR CATCH BASIN									
12TH & DIVISION									
390		03/21	AP	09/01/20	0000000	BENTON'S READY MIX CONCRETE,	423.00		09/17/20
CONCRETE FOR CATCH BASIN									
12TH & DIVISION									
371		03/21	AP	08/31/20	0000000	UTILITY EQUIPMENT COMPANY	415.20		09/17/20
TITLE FOR TIMBER DRIVE									
390		03/21	AP	08/31/20	0000000	BENTON'S READY MIX CONCRETE,	493.50		09/17/20
CONCRETE FOR CATCH BASIN									
BOX OUTS-KASPEND PLACE									
ACCOUNT TOTAL							1,573.20	.00	1,573.20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-6630-432.86-20						REPAIR & MAINTENANCE / STORM SEWERS				
390		03/21 AP		09/01/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR STORM BARREL	535.50			09/17/20
						ACCOUNT TOTAL	535.50	.00	535.50	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
388		03/21 AP		09/05/20	0000000	ROBINSON ENGINEERING COMPANY	5,434.34			09/17/20
						3232-BLACK HAWK SUBWTRSHD ASSESMENT-THRU 08/31/20				
						PROJECT#: 023232				
						ACCOUNT TOTAL	5,434.34	.00	5,434.34	
						FUND TOTAL	7,564.80	.00	7,564.80	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
378		03/21 AP		09/08/20	0000000	PARKADE PRINTER, INC.	9.20			09/17/20
						#9 WINDOW ENVELOPES				
378		03/21 AP		08/18/20	0000000	STOREY KENWORTHY	97.41			09/17/20
						PAPER,LAMINATING SHEETS				
369		03/21 AP		08/17/20	0135058	US BANK	17.39			09/04/20
						AMZN MKTP US*MM3LA31X1				
378		03/21 AP		08/10/20	0000000	STOREY KENWORTHY	3.57			09/17/20
						COPY PAPER				
369		03/21 AP		07/24/20	0135058	US BANK	373.78			09/04/20
						AMZN MKTP US*MV38F1XR2				
						HP TONER-COPIERS				
						ACCOUNT TOTAL	501.35	.00	501.35	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
369		03/21 AP		08/17/20	0135058	US BANK	35.00			09/04/20
						FONTS COM				
369		03/21 AP		08/10/20	0135058	US BANK	99.00			09/04/20
						STK*BIGSTOCKPHOTO.COM				
						ONLINE IMAGE SUBSCRIPTION				
						ACCOUNT TOTAL	134.00	.00	134.00	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
369		03/21 AP		08/11/20	0135058	US BANK	229.99			09/04/20
						BEST BUY				
						00003798				
378		03/21 AP		05/31/20	0000000	INTECONNEX	380.00			09/17/20
						CAMERA SERVER ASSISTANCE				
						ACCOUNT TOTAL	609.99	.00	609.99	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078-441.86-10						REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS				
448		03/21 AP		06/26/20	0000000	ACTIVE NETWORK, LLC	15,630.00			09/17/20
						ANNUAL MAXGALAXY SUPPORT				07/01/20-06/30/21
ACCOUNT TOTAL							15,630.00	.00	15,630.00	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
378		03/21 AP		09/01/20	0000000	CDW GOVERNMENT, INC.	1,365.00			09/17/20
						LAPTOP DOCKING STATIONS				FBO MANAGERS
369		03/21 AP		08/03/20	0135058	US BANK	269.90			09/04/20
						AMZN MKTP US*MF9T911N1				MINI PC-HEARST PROJECTOR
369		03/21 AP		07/31/20	0135058	US BANK	361.68			09/04/20
						AMAZON.COM*MV3YJ7W70 AMZN				INDUSTRIAL 60W INJECTORS
369		03/21 AP		07/27/20	0135058	US BANK	125.46			09/04/20
						AMZN MKTP US*MV8SW6HP2				MICE, ADAPTERS
369		03/21 AP		07/23/20	0135058	US BANK	270.04			09/04/20
						AMZN MKTP US*MV3KA0DC1				DIN RAIL POWER SUPPLY
ACCOUNT TOTAL							2,392.08	.00	2,392.08	
FUND TOTAL							19,267.42	.00	19,267.42	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
404		03/21 AP		09/08/20	0000000	HOLMES MURPHY & ASSOCIATES LL	2,416.66			09/17/20
						BENEFITS CONSULTING SERV.				OCTOBER 2020
ACCOUNT TOTAL							2,416.66	.00	2,416.66	
FUND TOTAL							2,416.66	.00	2,416.66	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
390		03/21 AP		08/14/20	0000000	STOREY KENWORTHY	70.17			09/17/20
						CALCULATOR				
ACCOUNT TOTAL							70.17	.00	70.17	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
406		03/21 AP		09/10/20	0000000	SAM ANNIS & CO.	53.60			09/17/20
						PROPANE TANK REFILL				
406		03/21 AP		08/31/20	0000000	AIRGAS USA, LLC	67.58			09/17/20

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL						continued			
CUTTING AND WELDING GAS									
ACCOUNT TOTAL							121.18	.00	121.18
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS									
390		03/21	AP	08/31/20	0000000	SERVICEWEAR APPAREL, INC.	119.84		09/17/20
						FLEET UNIFORMS			
390		03/21	AP	08/29/20	0000000	SERVICEWEAR APPAREL, INC.	296.38		09/17/20
						FLEET UNIFORMS			
ACCOUNT TOTAL							416.22	.00	416.22
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
378		03/21	AP	09/02/20	0000000	THOMPSON SHOES	136.00		09/17/20
						SAFETY SHOES-R MITCHELL P.O. 56523			
ACCOUNT TOTAL							136.00	.00	136.00
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
406		03/21	AP	09/02/20	0000000	LAWSON PRODUCTS, INC.	604.66		09/17/20
						MISC SHOP SUPPLIES			
371		03/21	AP	09/01/20	0000000	O'DONNELL ACE HARDWARE	14.75		09/17/20
						MISC NUTS AND BOLTS			
406		03/21	AP	08/28/20	0000000	TOYNE, INC.	189.49		09/17/20
						CONDENSER FAN #FD502			
ACCOUNT TOTAL							808.90	.00	808.90
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
390		03/21	AP	08/28/20	0000000	PRECISE MRM LLC	380.00		09/17/20
						AVL CELL FEE			
ACCOUNT TOTAL							380.00	.00	380.00
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
414		03/21	AP	09/10/20	0000000	CITY LAUNDERING CO.	35.00		09/17/20
						SHOP TOWELS			
ACCOUNT TOTAL							35.00	.00	35.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
406		03/21	AP	09/08/20	0000000	LEGACY FIRE APPARATUS	163.37		09/17/20
						FD511 LADDER REPAIR			

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY						continued			
406		03/21 AP		08/31/20	0000000	MTI DISTRIBUTING, INC.	220.00		09/17/20
						#2339 SHIFT CABLE			
ACCOUNT TOTAL							383.37	.00	383.37
FUND TOTAL							2,350.84	.00	2,350.84
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
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							5,364,976.20	734.62	5,364,241.58