



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JUNE 07, 2021
7:00 PM AT CITY HALL**

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

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

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

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of May 17, 2021.

Agenda Revisions

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

Special Presentations

2. Proclamation recognizing June 13-19, 2021 as Bird-Friendly City Week.
3. Proclamation recognizing June 19, 2021 as Juneteenth - Freedom Day.

Special Order of Business

4. Public hearing on a proposal to undertake a public improvement project for the Ashworth Drive Extension Project, and to authorize acquisition of private property for said project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published May 21, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.

- d) Public comments.
 - e) Resolution approving a public improvement project for the Ashworth Drive Extension Project, and authorizing acquisition of private property for said project.
5. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the West 27th Street Sanitary Sewer Extension Project.
- a) Receive and file proof of publication of notice of hearing. (Notice published May 21, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the West 27th Street Sanitary Sewer Extension Project.
6. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Oak Park Boulevard Sanitary Sewer Replacement Project.
- a) Receive and file proof of publication of notice of hearing. (Notice published May 21, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Oak Park Boulevard Sanitary Sewer Replacement Project.

Old Business

- 7. Pass Ordinance #2989, amending Section 26-118 of the Code of Ordinances by removing certain property located west of Cedar Heights Drive and north of Huntington Road from the A-1, Agricultural District and R-1, Residential Zoning District, and placing the same in the MU, Mixed Use Residential Zoning District, upon its second consideration.
- 8. Pass Ordinance #2990, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions, upon its second consideration.
- 9. Pass Ordinance #2991, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Algonquin and Ashworth Drives, upon its second consideration.

New Business

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

- 10. Receive and file the Mayor's Monthly Report for May 2021.
- 11. Receive and file the report of the Mayor relative to the appointment of standing committees for 2021.
- 12. Receive and file the resignation of Willie B. Barney, Jr. as a member of the Human Rights Commission effective June 15, 2021.
- 13. Approve the following recommendations of the Mayor relative to the reappointment of members to Boards and Commissions:

- a) Stephanie Houk Sheetz, Metropolitan Transit Authority Board of Trustees, term ending 06/30/2024.
- b) Lauren Finke, Art & Culture Board, term ending 07/01/2025.
- c) Kendra Wohler, Art & Culture Board, term ending 07/01/2025.

- 14. Receive and file the Committee of the Whole minutes of May 17, 2021 relative to the following items:
 - a) Downtown Zoning Ordinance.
 - b) Recreation Update.
- 15. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.
- 16. Receive and file Departmental Monthly Reports of April, 2021.
- 17. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Cypress Lounge, 209 State Street Suite A.
 - b) Fareway, 4500 South Main Street.
 - c) Fareway, 214 North Magnolia Drive.
 - d) Hill Street News & Tobacco, 2217 College Street.
 - e) King Star, 2228 Lincoln Street.
 - f) Kwik Star, 7500 Nordic Drive.
 - g) Kwik Star, 2019 College Street.
 - h) Kwik Star, 4515 Coneflower Parkway.
 - i) Panther Travel Center, 1525 West Ridgeway Avenue.
 - j) Suds, 2223 1/2 College Street.
 - k) Tobacco Outlet Plus, 4116 University Avenue Suite 104-105.
 - l) Walgreens, 2509 Whitetail Drive.
 - m) Walmart, 525 Brandilynn Boulevard.
- 18. Approve the following applications for beer permits and liquor licenses:
 - a) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
 - b) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
 - c) Famous Dave's, 6222 University Avenue, Class C liquor -renewal.
 - d) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
 - e) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
 - f) Montage, 222-224 Main Street, Class C liquor & outdoor service - renewal.
 - g) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
 - h) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal.
 - i) Prime Mart, 2323 Main Street, Class E liquor - renewal.
 - j) Moonshine Mob Bar, 419 Main Street, Class C liquor & outdoor service - sidewalk café.
 - k) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (June 25-27, 2021)
 - l) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.

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

- 19. Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the property located at 1122 West 22nd Street.
- 20. Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the property located at 2413 Olive Street.
- 21. Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the property located at 804 West Seerley Boulevard.
- 22. Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the property located at 818 West Seerley Boulevard.

- [23.](#) Resolution approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 419 Main Street.
- [24.](#) Resolution approving and authorizing execution of a Service/Product Agreement with WEX Health, Inc. relative to providing COBRA Administrative Services.
- [25.](#) Resolution approving and authorizing execution of the renewal of the City's Long Term Disability Policy with National Insurance Services for FY22-FY24.
- [26.](#) Resolution approving a Proposal for Facilitation Services, and authorizing execution of a contract with Iowa State University Extension relative to the Racial Equity Task Force.
- [27.](#) Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Community Theatre, Inc. relative to an FY2022 Community Betterment Grant.
- [28.](#) Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY2022 Community Betterment Grant.
- [29.](#) Resolution approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY2022 Community Betterment Grant.
- [30.](#) Resolution approving and authorizing execution of an Agreement in Support of the University of Northern Iowa - Gallagher Bluedorn relative to an FY2022 Community Betterment Grant.
- [31.](#) Resolution approving and authorizing execution of an Agreement in Support of the Robert J. Hibbs Cedar Falls VFW Post 3896 Gold Star Family Memorial relative to an FY2022 Community Betterment Grant.
- [32.](#) Resolution approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony relative to an FY2022 Community Betterment Grant.
- [33.](#) Resolution approving and authorizing execution of a Service/Product Agreement with ePRepSolutions, LLC for a Comprehensive Financial Analysis of Recreation & Community Programs.
- [34.](#) Resolution approving and authorizing execution of a Service/Product Agreement with Bear Creek Archeology, Inc. for cultural resources identification survey (CRIS) services in the industrial park, in conjunction with the Iowa Economic Development Authority (IEDA) Certified Site Program.
- [35.](#) Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for facade improvements at 2125 College Street.
- [36.](#) Resolution approving and accepting an Ingress and Egress Easement relative to the 302 Main Street and 123 East 3rd Street properties.
- [37.](#) Resolution approving the Blain's Corner 2nd Addition Minor Subdivision Plat.
- [38.](#) Resolution approving a Hwy-1, Highway Commercial Zoning District site plan for construction of a grocery store at 315 Brandilynn Boulevard, as recommended by City staff. (contingent upon approval of previous item)
- [39.](#) Resolution approving and authorizing the expenditure of funds for the purchase of an end loader for the Public Works Department.
- [40.](#) Resolution approving and authorizing execution of a Lease Agreement with the Black Hawk County Solid Waste Management Commission relative to the use of certain city-owned property located at 1500 Bluff Street by the WasteTrac environmental education team.
- [41.](#) Resolution approving the Certificate of Completion and accepting the work of Boulder Contracting, LLC for the 2020 Street Patching Project.

- [42.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors Inc., in the amount of \$6,520,858.73, for the Cedar Heights Drive Reconstruction Project, and authorizing the City Engineer to execute the required contract, bond and insurance, using the Iowa Department of Transportation (IDOT) electronic file management system.
- [43.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 3 to the Professional Service Agreement with Snyder & Associates, Inc. for construction services relative to the Cedar Heights Drive Reconstruction Project.

Allow Bills and Claims

- [44.](#) Allow Bills and Claims of June 7, 2021.

City Council Referrals

City Council Updates

Staff Updates

Executive Session to discuss

- 45. Executive Session to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i).

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MAY 17, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.
- 53323 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of May 3, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53324 - Tammy Stahl, 1009 Lakeshore Drive, spoke in favor of removing mask mandate.
- Jim Skaine, 2215 Clay Street, spoke opposed to the agenda format and the recent adoption of Ordinance #2988 relative to roles of the Mayor and City Administrator.
- T.J. Frein, 1319 Austin Way, requested suspending the rules requiring consideration at three separate meetings for the proposed ordinance establishing parking near the Place to Play Park.
- 53325 - Mayor Green read the following proclamations:
- Proclamation recognizing May 16-22, 2021 as National Public Works Week. Public Works Director Schrage accepted the proclamation.
- Proclamation recognizing June 5, 2021 as National Trails Day. Cedar Trails Partnership President Troy Olson spoke about the local trails system.
- 53326 - Mayor announced that in accordance with the public notice of May 7, 2021, this was the time and place for a public hearing on a proposal to undertake a public improvement project for the Olive Street Box Culvert Project and to authorize acquisition of private property for said 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.
- 53327 - The Mayor then asked if there were any written communications filed to the proposed project and acquisition. 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 and acquisitions. Dan Breitbach, 9713 Westbrook Road, Jim Kerns, 3123 Cottonwood Lane, and Kathryn Sogard, Executive Director of College Hill Partnership, spoke in support of the project. There being no one else present wishing to speak, the Mayor declared the hearing closed and passed to the next order of business.
- 53328 - It was moved by Kruse and seconded by Miller that Resolution #22,361,

approving a public improvement project for the Olive Street Box Culvert Project and authorizing acquisition of private property for said 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: Kruse, Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,361 duly passed and adopted.

- 53329 - Mayor announced that in accordance with the public notice of May 7, 2021, this was the time and place for a public hearing on a proposed rezoning from A-1, Agricultural District and R-1, Residential Zoning District to MU, Mixed Use Residential Zoning District of a certain property located north of Huntington Road and west of Cedar Heights Drive, and also on an associated amendment to the Future Land Use Map by changing the designation from Office & Business Park to Planned Development. It was then moved by Kruse and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53330 - The Mayor then asked if there were any written communications filed to the proposed rezoning and amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planning and Community Services Manager Howard provided a summary of the proposed rezoning and land use amendment. Following comments by Attorney Eric Johnson speaking on behalf of the developer, the Mayor declared the hearing closed and passed to the next order of business.
- 53331 - It was moved by Kruse and seconded by Harding that Resolution #22,362, approving an amendment to the Future Land Use Map by changing the designation from Office & Business Park to Planned Development, for property located west of Cedar Heights Drive and north of Huntington Road, be adopted. Following questions by Councilmember Harding and responses by Planning and Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,362 duly passed and adopted.
- 53332 - It was moved by Darrah and seconded by Kruse that Ordinance #2989, amending Section 26-118 of the Code of Ordinances by removing certain property located west of Cedar Heights Drive and north of Huntington Road from the A-1, Agricultural District and R-1, Residential Zoning District, and placing the same in the MU, Mixed Use Residential Zoning District, be passed on its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried.
- 53333 - It was moved by Kruse and seconded by Harding that a resolution extending the face mask mandate for the City of Cedar Falls be adopted. Following comments by Rick Sharp, 1623 Birch Street, T.J. Frein, 1319 Austin Way, and Councilmembers Dunn and deBuhr, the Mayor put the question on the motion

and upon call of the roll, the following named Councilmembers voted. Aye: None. Nay: Kruse, Harding, Darrah, Sires, Dunn, Miller, deBuhr. Motion failed.

53334 - It was moved by Darrah and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

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

- a) Dollar General Store, 2921 Center Street.
- b) Dollar General Store, 1922 Valley Park Drive.
- c) Fleet Farm, 400 West Ridgeway Avenue.
- d) Fleet Farm Fuel, 108 West Ridgeway Avenue.
- e) Mini Mart, 1420 West 1st Street.
- f) Prime Mart, 2323 Main Street.

Approve the following applications for beer permits and liquor licenses:

- a) Hurling Hatchet, 100 East 2nd Street, Class B beer - renewal.
- b) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - renewal.
- c) Berk's Main Street Pub, 207 Main Street, Class C liquor - renewal.
- d) Voodoo Lounge, 401 Main Street, Class C liquor - renewal.
- e) Casey's General Store, 2425 Center Street, Class E liquor - renewal.
- f) Casey's General Store, 5226 University Avenue, Class E liquor - renewal.
- g) Walgreens, 2509 Whitetail Drive, Class E liquor - renewal.
- h) North Shore Boat Club, Island Park, Class B beer & outdoor service - 5 day permit.
- i) Mini-mart, 1420 West 1st Street, Class E liquor – new.

Motion carried unanimously.

53335 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,363, approving and adopting the City's FY22 Appropriations Resolution.

Resolution #22,364, amending an inter-fund loan from the Capital Projects Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project and the Bluff Street Lift Station.

Resolution #22,365, amending an inter-fund loan (#1) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.

Resolution #22,366, amending an inter-fund loan (#2) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.

Resolution #22,367, amending an inter-fund loan (#3) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV

Disinfection & Biosolids Handling Facilities Improvements Project.

Resolution #22,368, amending an inter-fund loan (#4) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project, Bluff Street Lift Station and the Park Drive Lift Station.

Resolution #22,369, designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival.

Resolution #22,370, approving and authorizing execution of an Agreement for the Use of State or Local Overtime and Authorized Expense/Strategic Initiative Program for Organized Crime Drug Enforcement Task Forces (OCDETF) for FY2021.

Resolution #22,371, approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with L&M Transmission.

Resolution #22,372, approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with Rasmussen Towing, Inc.

Resolution #22,373, approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to an FY22 Economic Development Grant.

Resolution #22,374, approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY22 Economic Development Grant.

Resolution #22,375, approving and accepting an Access Easement relative to proposed development at 422 Main Street.

Resolution #22,376, approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with the Northeast Iowa Food Bank for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,377, approving an amendment to the Autumn Ridge Master Plan relative to Autumn Ridge Tenth Addition.

Resolution #22,378, approving the preliminary plat of Autumn Ridge Tenth Addition.

Resolution #22,379, approving the final plat of Autumn Ridge Tenth Addition.

Resolution #22,380, approving and authorizing execution of an Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation.

Resolution #22,381, approving and authorizing execution of two Owner Purchase Agreements, and approving and accepting two Temporary Construction Easements and three Permanent Easements, in conjunction with the West 27th

Street Sanitary Sewer Extension Project.

Resolution #22,382, setting June 7, 2021 as the date of the public hearing on a proposal to undertake a public improvement project for the Ashworth Drive Extension Project, and to authorize acquisition of private property for said project.

Resolution #22,383, receiving and filing, and setting June 7, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the West 27th Street Sanitary Sewer Extension Project.

Resolution #22,384, receiving and filing, and setting June 7, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Oak Park Boulevard Sanitary Sewer Replacement Project.

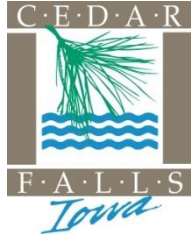
Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolutions #22,363 through #22,384 duly passed and adopted.

- 53336 - It was moved by Kruse and seconded by Harding that Resolution #22,385, approving and authorizing execution of an Agreement to Support Economic Development in the Cedar Valley with Grow Cedar Valley relative to an FY22 Economic Development Grant, be adopted. Following due consideration by the Council, the Mayor then put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Sires, Dunn, Miller, deBuhr. Nay: None. Abstain: Darrah. Motion carried. The Mayor then declared Resolution #22,385 duly passed and adopted.
- 53337 - It was moved by Harding and seconded by Darrah that Ordinance #2990, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions, be passed upon its first consideration. Following a question by Councilmember Harding and responses by City Attorney Rogers, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried.
- 53338 - It was moved by Darrah and seconded by Miller that Ordinance #2991, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Algonquin and Ashworth Drives, upon its first consideration. Following a question by Councilmember deBuhr and response by Director of Public Works Schrage, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried.
- 53339 - It was moved by Kruse and seconded by Harding that the bills and claims of May 17, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers

voted. Aye: Kruse, Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None.
Motion carried.

- 53340 - It was moved by Dunn and seconded by Darrah to refer to the Committee of the Whole consideration of the Bicycle and Pedestrian Advisory Committee becoming a formal commission. Following a comment by Councilmember Kruse, the Mayor put the question on the motion and the following named Councilmembers voted. Motion carried 6-1, with deBuhr voting Nay.
- 53341 - City Administrator Gaines announced that facemasks will not be required to be worn in City buildings by staff or public after the current mandate expires. Mayor Green encouraged compassion towards those who continue to wear face masks.
- 53342 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 8:00 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600



BIRD-FRIENDLY CITY WEEK

June 13-19, 2021

WHEREAS, Cedar Falls has many parks, lakes, continuous forests, and walking and bike trails hospitable to birds; and

WHEREAS, Cedar Falls is home to the Hartman Reserve Nature Center, Black Hawk County Park, Big Woods Lake, Prairie Park Lake, University of Northern Iowa, the North Cedar Natural Resource Project, the Wildlife Rehabilitation Center, Darrell Smith Prairie, the Dry Run Creek Initiative, and many citizens' front and back yards with native pollinators; and

WHEREAS, through the hard work of dedicated local ornithophiles, Cedar Falls was in 2020 designated as an official Bird Friendly City for the first time, by Bird Friendly Iowa; and

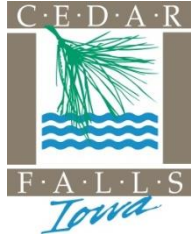
WHEREAS, it is proper and fitting that Cedar Falls residents be encouraged to promote healthy habitats and bird populations (particularly for the most at-risk birds), because a healthy bird population is closely connected to a healthy world environment;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim the week of June 13-19, 2021 as **Bird Friendly City Week** in Cedar Falls and encourage residents to celebrate and promote our avian friends through efforts to expand habitats, visiting our area's natural resource sites, and choosing small ways to make our community more bird-friendly.

Signed this 3rd day of June, 2021.



Mayor Robert M. Green



MAYOR ROBERT M. GREEN
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600



JUNETEENTH – FREEDOM DAY

JUNE 19, 2021

WHEREAS, on January 1, 1863, President Lincoln issued the Emancipation Proclamation, declaring all enslaved people in the Confederacy “shall be then, thenceforward, and forever free”; and

WHEREAS, on June 19, 1865, Union soldiers arrived in Galveston, Texas, deep in the former Confederacy, to proclaim the end of slavery to the enslaved people of that region; and

WHEREAS, June 19th is celebrated as *Juneteenth – National Freedom Day* each year by descendants of more than four million enslaved people, to commemorate the end of American slavery; and

WHEREAS, after 250 years of institutionalized slavery, descendants of these enslaved people have faced oppression through segregation, red-lining, racial profiling, and other injustices; and

WHEREAS, healing and reconciliation from the trauma of slavery and its repercussions can only occur through open, frank dialogue, and a recognition of the dangers and damages caused by continued racism -- both overt and subtle; and

WHEREAS, the State of Iowa recognizes Juneteenth as an official state holiday; and

WHEREAS, the Cedar Valley is home to a richly diverse community committed to the health, safety, and well-being of every one of its members, we as the Citizens of Cedar Falls stand in solidarity with those pursuing equality, inclusion, and justice in their homes, workplaces, and communities in our region, across our state and nation, and around the world; and

WHEREAS, Juneteenth offers residents of Cedar Falls an opportunity to reflect and act on our individual and community responsibility to ensure justice for every member of society;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim June 19, 2021 as **Juneteenth** in Cedar Falls and encourage residents to celebrate the end of American slavery, work to end continued inequalities and discrimination, and to actively participate in Juneteenth commemoration events both physical and virtual in Black Hawk County and beyond.



Signed this 3rd day of June, 2021.

Mayor Robert M. Green



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: June 3, 2021

SUBJECT: Ashworth Drive Roadway Extension
 City Project No. CP-197-3244
 Public Hearing

The City of Cedar Falls is planning to extend Ashworth Drive from Prairie Winds 4th Addition to Hudson Road. The project will require the acquisition of easements to complete the street connection. The project will include placement of water main, storm sewer and sanitary sewer.

Plans for the project shows the need for fee title and/or easement acquisitions from two (2) properties. The proposed plan for the constructed street shows the need for permanent acquisition of the driveway easement at 4923 Hudson Road and a permanent acquisition from property at 4919 Hudson Road.

Iowa law requires that the City Council holds 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
 David Wicke, PE, City Engineer

PRELIMINARY LAYOUT FOR ASHWORTH DRIVE EXTENSION TO HUDSON ROAD

JANUARY 2021

LOT 18

LOT 17

LOT 16

LOT 15

LOT 14

"PRAIRIE WINDS 4TH ADDITION"

PROPOSED
P.C.C. DRIVEWAY

10' UTILITY
EASEMENT

4919 HUDSON ROAD
(APPROXIMATE HOUSE LOCATION)

ASHWORTH DRIVE
(60' R.O.W.)

PROPOSED
31' WIDE P.C.C. PAVEMENT

SE 1/4 NW 1/4
SEC. 26-T89N-R14W

4923 HUDSON ROAD
(APPROXIMATE HOUSE LOCATION)

EXISTING INGRESS/EGRESS
EASEMENT

"UNPLATTED"

HUDSON ROAD



SCALE: 1" = 40'



DEPARTMENT OF PUBLIC WORKS

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 220 Clay Street
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www.cedarfalls.com

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 3, 2021

SUBJECT: West 27th Street Sanitary Sewer Extension
 City Project Number RC-000-3240
 Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the West 27th Street Sanitary Sewer Extension Project.

We recommend setting Monday, June 7th, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, June 15th, 2021 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by May 21st, 2021. The Plans and Specifications will be ready for distribution to contractors on May 21st, 2021, allowing more than three (3) weeks of review before contract letting.

This project consists of 1,600 linear feet of sanitary sewer placement to extend sanitary sewer service prior to the West 27th Street Reconstruction project. This proposed sanitary sewer extension will be a separate construction contract with street improvements to follow in 2022-2023. The proposed sewer extension will serve the proposed Cedar Falls High School site along with future residential development north of West 27th Street and east of Union Road.

The total estimated cost for the construction of this project is \$281,396.00. The City will use Sanitary Sewer Rental Funds for the design and right of way portion of this project, until the sanitary sewer district is established at the end of the project.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

4/30/2021

**W. 27th Street Sanitary Sewer Extension Project
Engineer's Opinion of Costs**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED UNIT PRICE	TOTAL
1	CLEARING AND GRUBBING	ACRE	0.7	\$ 6,000.00	\$ 4,200.00
2	STRIP, SALVAGE, AND RESPREAD TOPSOIL	CY	3,580.0	\$ 12.00	\$ 42,960.00
3	SUBGRADE PREPARATION, 12 INCH	SY	251.0	\$ 1.60	\$ 401.60
4	MODIFIED SUBBASE, 6 INCH	SY	251.0	\$ 7.00	\$ 1,757.00
5	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100.0	\$ 28.00	\$ 2,800.00
6	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 8 INCH	LF	8.0	\$ 90.00	\$ 720.00
7	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 12 INCH	LF	8.0	\$ 90.00	\$ 720.00
8	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 15 INCH	LF	1,644.0	\$ 80.00	\$ 131,520.00
9	SUBDRAIN INSTALLATION, LESS THAN 10 INCH	LF	200.0	\$ 12.00	\$ 2,400.00
10	MANHOLE, SW-301, 48 INCH	EA	5.0	\$ 6,500.00	\$ 32,500.00
11	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.0	\$ 700.00	\$ 700.00
12	GRANULAR SURFACING	SY	36.7	\$ 10.00	\$ 367.00
13	TEMPORARY PAVEMENT	SY	214.0	\$ 45.00	\$ 9,630.00
14	PAVEMENT REMOVAL	SY	214.0	\$ 7.00	\$ 1,498.00
15	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	1.8	\$ 60.00	\$ 107.40
16	TRAFFIC CONTROL	LS	1.0	\$ 5,000.00	\$ 5,000.00
17	SAFETY FENCE	LF	300.0	\$ 5.00	\$ 1,500.00
18	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING - TYPE 3 SEED MIX	ACRE	0.65	\$ 4,000.00	\$ 2,600.00
19	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING - TYPE 5 SEED MIX	ACRE	0.65	\$ 4,000.00	\$ 2,600.00
20	SWPPP MANAGEMENT	LS	1.0	\$ 2,500.00	\$ 2,500.00
21	TEMPORARY ROLLED EROSION CONTROL PRODUCTS (RECP)	SY	600.0	\$ 3.00	\$ 1,800.00
22	SILT FENCE, INSTALLATION	LF	1,555.0	\$ 3.00	\$ 4,665.00
23	SILT FENCE, MAINTENANCE	LF	1,555.0	\$ 3.00	\$ 4,665.00
24	SILT FENCE, REMOVAL	LF	1,555.0	\$ 1.00	\$ 1,555.00
25	CONSTRUCTION ENTRANCE	SY	175.0	\$ 18.00	\$ 3,150.00
26	MOBILIZATION	LS	1.0	\$ 15,000.00	\$ 15,000.00
27	FIELD FENCE, REMOVAL AND REINSTALL	LF	255.0	\$ 16.00	\$ 4,080.00

TOTAL ESTIMATED CONSTRUCTION COSTS \$ 281,396.00

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 3, 2021

SUBJECT: Oak Park Sanitary Sewer Repair
City Project Number SA-002-3182
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Oak Park Sanitary Sewer Repair Project.

We recommend setting Monday, June 7th, 2021 at 7:00 p.m. as the date and time for the public hearing on this project and Friday, June 11th, 2021 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by May 21st, 2021. The Plans and Specifications will be ready for distribution to contractors on May 21st, 2021, allowing three (3) weeks of review before contract letting.

This project consists of 800 linear feet of sanitary sewer removal and replacement. The project also includes the abandonment and removal of the previously failed aerial sanitary line that collapsed. The total estimated cost for the construction of this project is \$545,000.00. The City will use Sanitary Sewer Rental Funds for the design, right of way portion, and construction of this project.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

OPINION OF PROBABLE PROJECT COSTS



5/12/2021
 OAK PARK BLVD SEWER REPLACEMENT
 CITY OF CEDAR FALLS
 119.0115.08

ITEM NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	2010-C	Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00
2	2010-D-1	Topsoil, On-site	242	CY	\$ 7.50	\$ 1,815.00
3	2010-E	Excavation, Class 13	67	CY	\$ 13.00	\$ 871.00
4	2010-G	Subgrade Preparation	455	SY	\$ 3.00	\$ 1,365.00
5	2010-I	Subbase, 12" Modified	69	SY	\$ 15.00	\$ 1,035.00
6	2010-J-1	Removal of Structure	4	EA	\$ 1,500.00	\$ 6,000.00
7	2010-L	Compaction Testing	1	LS	\$ 2,000.00	\$ 2,000.00
8	3010-C	Trench Foundation	59	TON	\$ 25.00	\$ 1,475.00
9	3010-D	Replacement of Unsuitable Backfill Material	103	CY	\$ 25.00	\$ 2,575.00
10	3010-F	Trench Compaction Testing	1	LS	\$ 2,000.00	\$ 2,000.00
11	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, SDR 26, 8"	560	LF	\$ 150.00	\$ 84,000.00
12	4010-A-2	Sanitary Sewer Gravity Main, Trenchless, PVC, AWWA C900 SDR 18, 8"	284	LF	\$ 250.00	\$ 71,000.00
13	4010-E	Sanitary Sewer Service Stub, PVC, SDR 23.5, 4"	78	LF	\$ 50.00	\$ 3,900.00
14	4010-H	Removal of Sanitary Sewer, All Types and Sizes	714	LF	\$ 25.00	\$ 17,850.00
15	4010-I	Sanitary Sewer Cleanout	2	EA	\$ 3,000.00	\$ 6,000.00
16	4010-L	Sanitary Sewer Abandonment, Fill and Plug	49	LF	\$ 45.00	\$ 2,205.00
17	4020-A-1	Storm Sewer, Trenched, RCP, 21"	48	LF	\$ 90.00	\$ 4,320.00
18	4020-D	Removal of Storm Sewer, RCP, 21"	48	LF	\$ 40.00	\$ 1,920.00
19	4040-A	Subdrain, Type 1, 6"	20	LF	\$ 25.00	\$ 500.00
20	6010-A	Manhole, SW-301, 48"	1	EA	\$ 9,000.00	\$ 9,000.00
21	6010-A	Manhole, SW-301, 60"	3	EA	\$ 10,000.00	\$ 30,000.00
22	6010-A	Manhole, SW-303, 60"	1	EA	\$ 8,000.00	\$ 8,000.00
23	6010-C-2	External Drop Connection	2	EA	\$ 4,000.00	\$ 8,000.00
24	6010-H	Remove Manhole	4	EA	\$ 3,000.00	\$ 12,000.00
25	7010-A	Pavement, PCC, 7"	69	SY	\$ 55.00	\$ 3,795.00
26	7030-A	Removal of Sidewalk	178	SY	\$ 15.00	\$ 2,670.00
27	7030-A	Removal of Driveway	204	SY	\$ 15.00	\$ 3,060.00
28	7030-E	Sidewalk, PCC, 4"	182	SY	\$ 40.00	\$ 7,280.00
29	7030-H-1	Driveway, Paved, PCC, 6"	203	SY	\$ 45.00	\$ 9,135.00
30	7040-B	Subbase Over-excavation	143	TON	\$ 20.00	\$ 2,860.00
31	7040-H	Pavement Removal	69	SY	\$ 20.00	\$ 1,380.00
32	8030-A	Temporary Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
33	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Slope Mix	0.3	AC	\$ 10,000.00	\$ 3,000.00
34	9020-A	Sod	167	SQ	\$ 100.00	\$ 16,700.00
35	9030-A	Plants, Trees	5	EA	\$ 750.00	\$ 3,750.00
36	9040-A-2	SWPPP Management	1	LS	\$ 5,000.00	\$ 5,000.00
37	9040-D-1	Filter Sock, 12"	1362	LF	\$ 2.50	\$ 3,405.00
38	9040-D-2	Filter Sock, Removal	1362	LF	\$ 1.50	\$ 2,043.00
39	9040-E-0	Temporary RECP, Type 4	1000	SY	\$ 25.00	\$ 25,000.00
40	9040-O-1	Stabilized Construction Entrance	133	SY	\$ 10.00	\$ 1,330.00
41	9040-T-1	Inlet Protection Device, Filter Sock	2	EA	\$ 1,000.00	\$ 2,000.00
42	9040-T-2	Inlet Protection Device, Maintenance	2	EA	\$ 50.00	\$ 100.00
43	11,020-A	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00
44	11,030-A	Maintenance of Postal Service	1	LS	\$ 1,000.00	\$ 1,000.00
45	11,030-B	Maintenance of Solid Waste Collection	1	LS	\$ 1,000.00	\$ 1,000.00
46	11,040-A	Temporary Pedestrian Residential Access	176	SY	\$ 15.00	\$ 2,640.00
47	11,050-A	Concrete Washout	1	LS	\$ 2,500.00	\$ 2,500.00
48	0000-999-A	Railroad Requirements	1	LS	\$ 50,000.00	\$ 50,000.00
					TOTAL (ROUNDED):	\$ 545,000.00



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
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MEMORANDUM

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: May 13, 2021
SUBJECT: Rezoning Request 4800 Block Cedar Heights Drive Oster Property (RZ21-001)

REQUEST: Rezone property from A-1, Agricultural District and R-1, Residential Zoning District to MU, Mixed Use Residential Zoning District. Update the Pinnacle Prairie Master Plan accordingly.

PETITIONER: Oster Family Limited Partnership

LOCATION: 500 feet north of Huntington Road, west Side of Cedar Heights Drive

PROPOSAL

Oster Family Limited Partnership has requested to rezone approximately 15 acres of property from the A-1, Agricultural District (approx. 12 acres) and R-1, Residential Zoning District (approx. 3 acres) to MU, Mixed Use Residential Zoning District. As shown on the attached rezoning plat, this property is located 500 feet north of Huntington Road along the west side of Cedar Heights Drive. The applicant has submitted a concept plan for the area proposed for rezoning that will be intended largely for multi-unit dwellings.

BACKGROUND

A similar rezoning request was considered by the Planning and Zoning Commission in September and October 2020. That petition was denied by the Commission due to the lack of an east-west street connection through the development to Cedar Heights Drive. The applicant had revised their original proposal to modify the street pattern to include a street connection that will align with the Huntington Drive intersection with Cedar Heights Drive. They are now requesting to incorporate this new area of multi-unit dwellings into the Pinnacle Prairie Master Plan, which is zoned MU, Mixed Use Residential Zoning District.

The approximately 624 acres to the west and south were rezoned from RP Planned Residential Zoning District and A-1 Agricultural Zoning District to MU Mixed Use Residential Zoning District in 2004, subject to a developmental procedures agreement and master plan, known as Pinnacle

Prairie. The submitted master plan was revised in 2015, with an associated amendment to their developmental procedures agreement. The approved 2015 Master Plan is shown below for reference and is also included in your packet as an attachment.



The property north of the subject property is currently zoned C-1 Commercial Zoning District, and is developed with multi-unit dwellings. The property across Cedar Heights Drive to the east was zoned MU in 2006, but the area along Cedar Heights Drive intended for commercial uses remains undeveloped.

The intent of this request for rezoning is to incorporate the subject property into the larger Pinnacle Prairie MU District and update the eastern portion of the master plan accordingly. A draft "Pinnacle Prairie East Concept Plan" is attached to this report.

If the rezoning is approved and master plan updated, the next step would be to bring forward a preliminary plat for the larger concept plan area. This will make it possible to final plat the multi-family area, so the owner can market it to potential buyers. A detailed site plan would be submitted when development is proposed, which will need to be in compliance with the adopted master plan and subdivision plat. The developmental procedures agreement will also need to be updated to address the changes in the master plan.

ANALYSIS

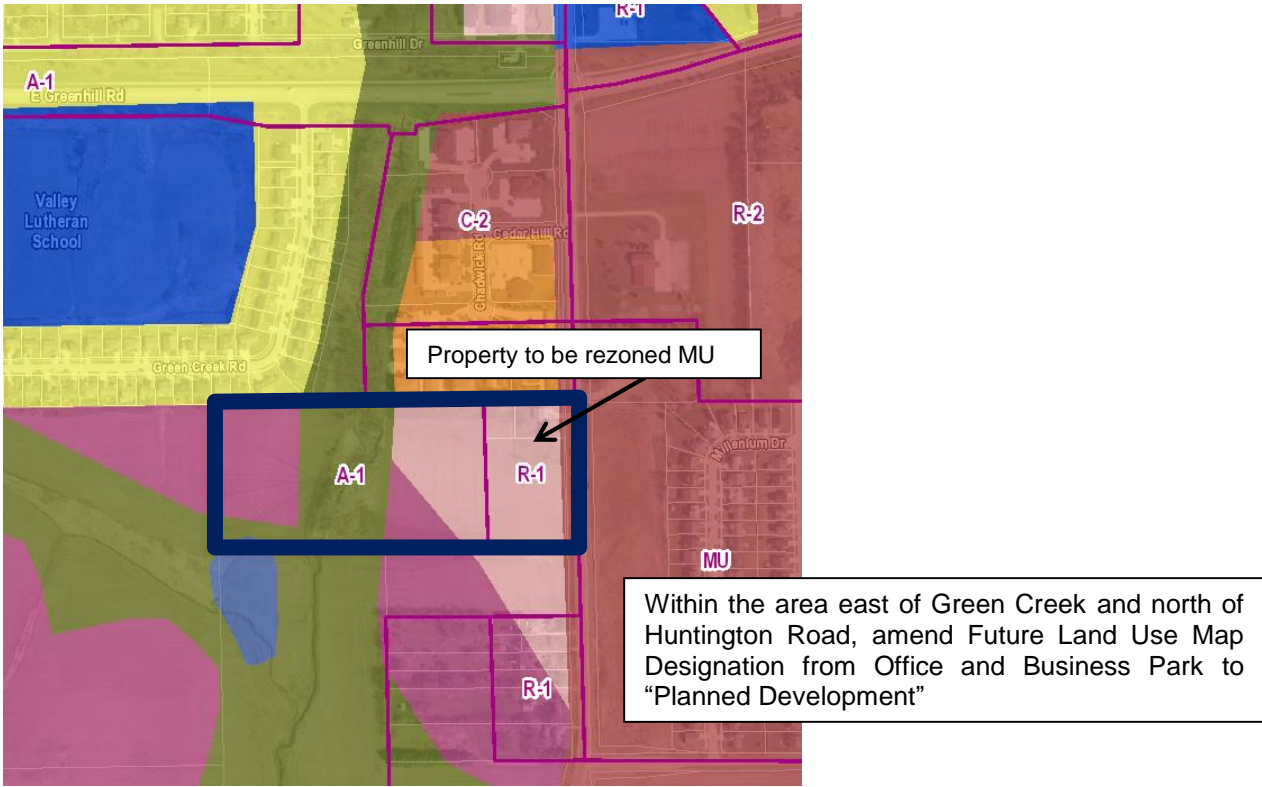
Existing and Proposed Zoning

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 purpose of R-1 Residential Zoning District is to provide opportunities for low density, primarily single-dwelling residential development in areas that are served by essential municipal services.

The Mixed Use (MU) Residential Zoning District designation is established for the purpose of accommodating integrated residential and neighborhood commercial land uses on larger parcels of land for the purpose of creating viable, self-supporting neighborhood districts. The MU residential district strives to encourage innovative development that incorporates high-quality building design, careful site planning, and preservation of unique environmental features with an emphasis upon the creation of open spaces and amenities that enhance the quality of life of residents. To that end, a detailed master plan is required at the time of rezoning. As stated previously, an updated master plan for the eastern portion of the Pinnacle Prairie development has been submitted by the applicant. This includes the area proposed for rezoning. The draft "Pinnacle Prairie East Concept Plan" is described in more detail below. However, the first test for a proposed rezoning is whether it complies with the Comprehensive Plan.

Compliance with the Comprehensive Plan and Future Land Use Map

During review of the previous rezoning proposal, the Commission voted to recommend a change to the Future Land Use Map in the in the City's Comprehensive Plan. The Future Land Use Map in the City's Comprehensive Plan designates the area that is the subject of the rezoning request as a combination of "Office and Business Park," "Planned Development," and "Greenways and Floodplain," as shown on the following page. The applicant made a good case that the appropriate designation of the area east of the Green Creek floodplain is "Planned Development" as it will allow this area to be integrated into the master planned development to the west and south. Staff concurred, provided there are adequate street connections provided from the new proposed MU area to the Pinnacle Prairie development to the west. Staff also agreed with their assessment that *"the property located on the east side of Cedar Heights Drive across the street from the subject property is identified on the City's Plan as "Neighborhood Commercial/Mixed Use" and is entitled for a retail commercial center. Additional residential units in this area will increase the viability of the development of the site for neighborhood commercial use and provide retail and service businesses within walking distance of the proposed project."* There is a concern that there may be too much area designated on the future land use map for commercial use to be supported by the market, which may explain why the land on the east side of Cedar Heights Drive remains undeveloped. Additional residential development in the area may provide additional market demand for neighborhood commercial development. **The Commission's recommendation to amend the Future Land Use Map to designate the area east of the Green Creek floodplain and west of Cedar Heights Drive as appropriate for "Planned Development," is being forwarded to City Council concurrently with the proposed rezoning request.**



Future Land use Map (Legend)

Planned Development-
Office and Business Park -
Greenways and Floodplain-



Amendment to the Pinnacle Prairie Master Plan

As stated in the zoning ordinance, *“the owner of a property may seek approval of a mixed use residential zoning designation with the simultaneous submittal of a comprehensive development site plan. Zoning approval cannot be given without an approved development site plan.”*

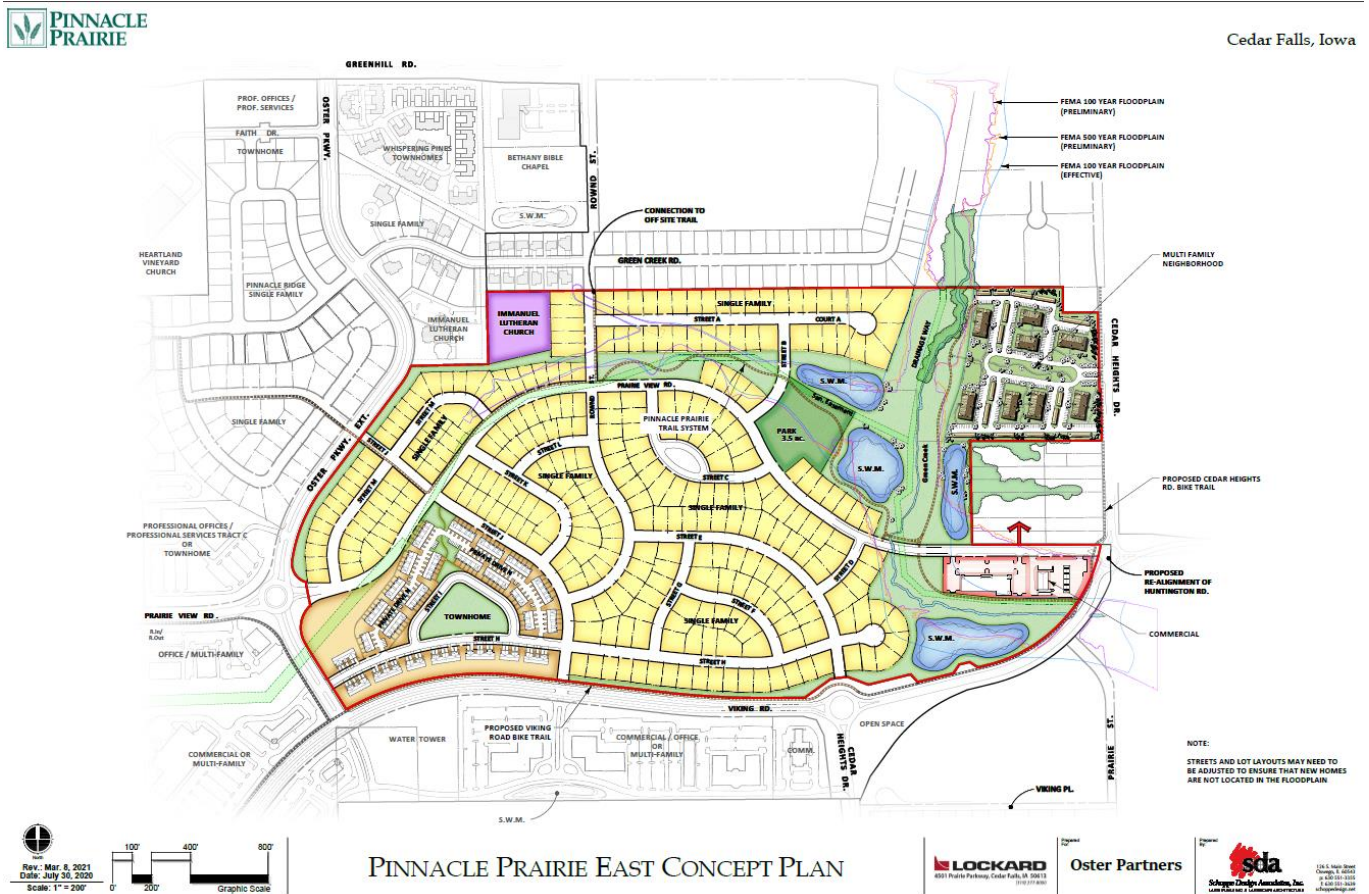
Fortunately, in this case a significant amount of work and thought has already been done on the Pinnacle Prairie MU District master plan, so it is a matter of amending the current (2015) master plan to incorporate the area proposed for rezoning into this larger plan for development of the mixed use neighborhood. There are a number of elements listed in the zoning code that are required to be addressed in the master plan, as listed below:

- (1) Building locations.
- (2) Streets, drives, accessways.
- (3) Parking lots.
- (4) Landscape plan, open space areas.
- (5) Pedestrian traffic plan, including sidewalks, bicycle paths.
- (6) Architectural renderings of all sides of each building, including accessory structures.
- (7) Signage plan.
- (8) List of expected uses within the development.

- (9) Stormwater detention and erosion control plans.
- (10) Topographic features of the site including land and soils capability analysis.
- (11) Residential densities.
- (12) Natural drainageways, floodplain areas.
- (13) Municipal utility locations.
- (14) Residential recreation or park areas.

In a larger MU District, such as Pinnacle Prairie, which encompasses more than 600 acres, build out takes years and portions of the master planned area may be sold to other developers, who will prepare detailed site plans for their portion of the development. Therefore, in practice, our expectation is that the master plan would address each of these elements generally, with the specific requirements met during subdivision review and site plan review for specific building sites once development is imminent.

There does, however, need to be a level of detail necessary to evaluate the rezoning request and to establish how the area will function as a cohesive and well-planned neighborhood at full build-out, including the street network, plan for the extension of utilities, sanitary sewer, and stormwater management, proposed distribution of various land uses and housing types, and plan for parks, trails, and open space amenities, and any neighborhood-serving commercial areas. Each of these aspects of the proposed updated master plan is discussed in more detail below.



The revised Pinnacle Prairie East Concept Plan is shown above and is included as an attachment in your packet for more careful review. Note that there are a number of notable areas on the concept plan:

- There are two north-south street connections through the concept plan area: Oster Parkway and Rownd Street/Street E to the roundabout that links Cedar Heights Drive to Viking Road.
- With this proposal, Prairie View Road is extended in a curvilinear, yet easterly direction to connect with Cedar Heights Drive at the intersection of Huntington Road. This will provide an important means of access and circulation for area residents.
- The townhome area illustrates that a majority of the units would have vehicular access from rear alleys. Additional information about the townhome area is described in the next section of the report;
- A note has been added to the concept plan that street and lot layouts may need to be adjusted to ensure that new homes are not located in the floodplain. New lots cannot be platted with more than 25% of their lot area within a flood hazard area.
- It should also be noted that the small commercial area in the southeast corner of the development that includes the extended Prairie View Road and Huntington Road intersection will be almost entirely within a flood hazard area, if the new preliminary FEMA Flood Insurance Rate Maps are adopted in 2022. This area will need to be platted, including the street connection across the Green Creek, prior to the adoption of the new maps to avoid violation of the subdivision platting rules as noted above.
- The applicant has indicated that if for whatever reason the commercial area becomes unviable due to floodplain issues, that adequate area will be reserved for a potential east-west street connection along the southern edge of the multi-family area to Cedar Heights Drive. This commitment will need to be included in the development agreement required with the change to the master plan. Currently the concept plan illustrates a drive flanked by parking spaces and garages. If the multi-family area is proposed for final plat and site plan review prior to the commercial area, the proposed layout of the multi-unit dwellings, drives, parking, and garages will need to be adjusted to reserve the area as an outlot unencumbered with garages and parking to ensure a street can be appropriately designed and constructed through this area. In addition, the centrally located access may need to be shifted to the north to ensure adequate spacing with this potential future street. All these adjustments can be avoided if the commercial area is platted and street constructed prior to the multi-family area.

Land Uses

In the case of Pinnacle Prairie, since specific building designs were not known at the time of rezoning and the owner desired to establish a certain design aesthetic and ensure a high quality living and business environment, a set of design guidelines (*The Pinnacle Prairie General Design Guidelines*, dated 2-23-16) and a private design review process was set up to ensure a consistent quality of construction and design throughout the neighborhood.

The Pinnacle Prairie MU district is divided into distinctive areas, each with its own set of allowed uses and design guidelines. The area generally east of Oster Parkway is entitled, *The Villages*, which is in large part residential in character, with a mix of single family, townhouses, and with the addition of this newly proposed area along Cedar Heights Drive, it will contain approximately 12 additional acres intended for multi-family dwellings and an additional 3 acres for single family

development. This area also includes the small neighborhood commercial area at the intersection of Cedar Heights Drive and Huntington Road. The applicant proposes to use the same set of design guidelines for the areas requested for rezoning.

There are separate design standards for each residential building type. The pages of the design guidelines related to each of these dwelling types are attached for your reference. These standards will ensure that the area proposed for rezoning will be developed with the same level of design as the rest of the Pinnacle Prairie development, including landscaping, signage, and the general Prairie-style aesthetic envisioned by the owner.

Staff notes that when individual site plans are submitted for review, the placement of the buildings, parking, and open space amenities should be carefully reviewed through the Planning and Zoning Commission and City Council to ensure a high quality living environment for future residents. Multi-family buildings should be oriented toward the street with parking located behind, under, or to the side of buildings and screened with landscaping. Each building should have usable yard/courtyard areas as well as good access to neighborhood open space amenities and trails.

For townhomes, staff recommends a focus on alley-loaded models as shown in the design guidelines as there is a general lack of this housing type in the community and it will reduce the need for extensive driveway curb cuts along neighborhood streets and ensure that these higher density dwellings will fit more seamlessly into the single family residential character of the neighborhood. The applicant has refined the townhome area in the concept plan to show a concept of rear-loaded units that front on the street with garages located at the rear of the units with access from an alley. Some additional minor adjustments to the street pattern when the area is platted may yield a more efficient layout and break up the longer blocks, but staff finds that the concept captures the intent to provide an alley-loaded product. If driveways are moved to the alley rather than the street, it will:

- reduce traffic congestion and vehicular conflict points on fronting streets;
- achieve streets with sidewalks uninterrupted by front driveways;
- provide more room for street trees and front yard landscaping; and
- reserve the street space for on-street parking for visitors.

Staff also notes that if alley-loaded townhome designs are used there may be more opportunities to integrate townhomes strategically throughout the neighborhood rather than concentrating them in just one large area.

With regard to the small commercial area, buildings would also have to meet the Pinnacle Prairie design guidelines and will be reviewed in detail at the time the area is proposed for development. As noted below, the street access and trail access should be carefully designed to ensure that neighborhood residents have easy access to what is intended to be a neighborhood-serving commercial area.

Street network and traffic circulation

The 2015 master plan illustrates the roadway alignments, access locations and proposed intersection designs and locations for the major streets within the development (Prairie Parkway, Oster Parkway, Viking Road, and a portion of Prairie View Road. Other potential streets connections are also illustrated, but additional local streets are just conceptually shown with

arrows. Lots and blocks are not illustrated so it is difficult to understand how the neighborhood would be laid out with a local street pattern, and how the trails, parks, and stormwater management areas would be located in relation to the streets. Staff requested that the applicant submit a more defined concept plan showing a concept for streets, blocks and lots, so one can clearly see how the neighborhood could function as a whole. This preliminary work will be a precursor for the subdivision platting, which will be required prior to sale of any portion of the development, including the multi-family area proposed for rezoning.

The submitted concept plan for the transportation network has a number of positive aspects:

- There is good public access to the trail network and to the 3.5 park, which fronts on both Prairie View Road and Street B;
- Streets are laid out in an attractive curvilinear and generally connected pattern. Some of the block lengths exceed the recommended block length of 600 feet, but with a few adjustments at the time of platting this can be addressed, such as extending Street G to connect with Street C.
- Open space appears to be well distributed throughout the neighborhood with a trail system to linking them to provide walking and biking routes.
- Prairie View Road, a major collector, will extend across the area to provide circulation within and through the neighborhood with connection points with major north-south routes at Oster Parkway, Rownd, and Cedar Heights Drive.

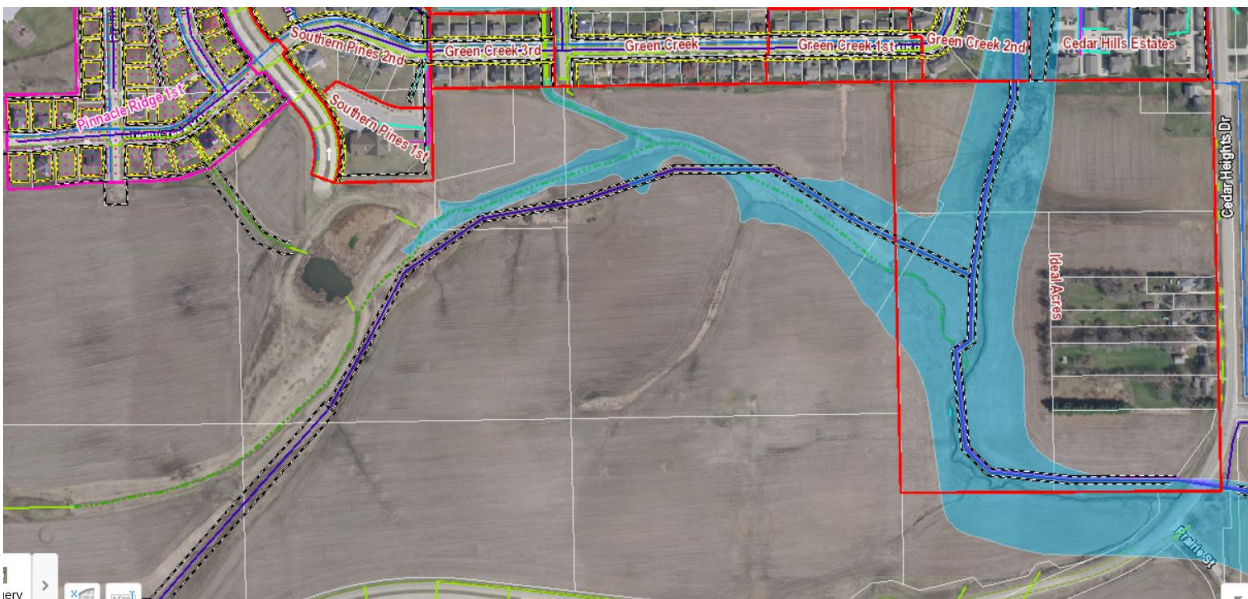
The City will soon be making improvements to Cedar Heights Drive and associated infrastructure. With that project, adjustments in the right-of-way will be made at the intersection of Huntington Road to allow for a future roundabout, which would allow the street to be extended to the west to serve the commercial area and any additional development proposed in the future to the existing lots that were created behind the homes in the Ideal Acres subdivision along Cedar Heights Drive. While currently these lots are owned and used as extended yard areas for these homes, there would be the potential for additional homes to be developed if a means of access is provided. There are a number of possible scenarios for providing access. Extending a street north from an extended Huntington Road is one possibility. When this area is platted, this issue will need to be studied more fully to determine how best to provide access to this undeveloped land whether it is from an extended Huntington Road or from the east-west street connection in the multi-family area to the north or from both.

Access to Public Services and Stormwater Management

Water, electric, gas, and communications utility services are available to the proposed future developments in accordance with the service policies of Cedar Falls Utilities (CFU). During preliminary plats, final plats and site plan reviews, more detail on the sizing of lines, location, and other aspects will be reviewed.

As shown below, sanitary sewer lines extend east-west across the area coinciding with the natural drainage pattern of the area, so are readily available for extension to serve the neighborhood. There is also a north-south sanitary line that runs along Green Creek that serves the eastern portion of the development. On the master plan you will note that these sanitary lines are located along the proposed alignment of Prairie View Road until it reaches the larger neighborhood open space area, which coincides with the natural drainage pattern and the Green Creek riparian corridor.

A regional stormwater management system is proposed that follows the drainage pattern one can see on the aerial photograph below. Note also that the floodplain for Green Creek is extensive. While the floodplain is generally shown as green space on the proposed concept plan, there are lots along the south side of Street A and along the north side of a portion of Prairie View Road that are partially or wholly within the floodplain. The City's floodplain regulations and subdivision rules will not allow development in these areas, except that up to 25% of a residential lot may be located in the floodplain as long as the buildable area on the lot is not within the floodplain. While the applicant has not amended the concept plan to address this issue, they have included a note on the concept plan that adjustments to the block and lot layout may be necessary to ensure that new homes are not located within the floodplain. While it would be best to consider this issue early in the planning stage, the issue will have to be resolved prior to platting. With regard to the multi-family area east of Green Creek, the plan does a better job of respecting the floodplain boundary with no building encroachment into these areas.



Open Space, Parks, and Trails

The MU District requires 10% of the land area to remain as open space. The concept presented includes a refined representation of the open space that coincides with the floodplain for Green Creek and the proposed regional stormwater management area. Trails extend along Street J from the Pinnacle Prairie area to the west and follow Prairie Parkway into the greenway connecting the 3.5 acre park to the larger area to the west and across the creek to the east. The concept plan shows a well-connected trail network.

It should also be noted that the April, 2015 staff report to City Council states:

Per the original concept plan site data, 2% must remain specifically as park space. Based on the Commission's favorable discussion March 3rd (2015), 2.6 acres of trail are part of that park amount. The Developmental Procedures Agreement addresses that. Note: Any trails along the road within that area calculation are counted at half the area, since a 5' sidewalk is required. There could be changes in the future that would require adjustment to the Master Plan in order to meet the 2% requirement.

Any revised developmental procedures agreement should continue to include an updated parks and trails calculation based on the larger area included with this rezoning.

Technical Comments:

1. A preliminary and final plat will be required prior to any land sales within the master planned area. Platting is helpful in determining the lots and development areas that will benefit from the streets, regional stormwater management system, open space amenities, park areas, and trails, so that that cost of constructing and maintaining these facilities can be addressed through the sale of the lots and establishment of homeowner's associations with appropriate fee structures. It is not in the best interest of either the owner or the City to plat this area in a piecemeal fashion since so much of the infrastructure is shared. The platting process will help the owner determine how these benefits and costs should be shared, so they can be assured that their investment will be appropriately recaptured as lots are sold. The sale of land to Immanuel Lutheran Church prior to platting is a case in point. The church had difficulty developing the land they acquired from Oster through a plat of survey and experienced considerable delay in preparing plat documents and obtaining off-site easements to address stormwater management since the larger area has not been platted and the regional stormwater system has not been established.
2. A new or amended developmental procedures agreement will need to be drafted and signed prior to approval of the rezoning.

PUBLIC NOTICE

Notice of the public hearing was mailed to the adjoining property owners and published in the Waterloo-Cedar Falls Courier.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the proposed amendment to the Future Land Use Map changing the designation east of the Green Creek floodplain and west of Cedar Heights Drive from "Office and Business Park" to "Planned Development;" and

The Community Development Department recommends approval of RZ21-001, a request to rezone property from A-1, Agricultural District, and R-1, Residential Zoning District, to MU, Mixed Use Residential Zoning District, and to update the Pinnacle Prairie Master Plan accordingly, subject to a new or amended development agreement that addresses the specific issues outlined in the staff report with regard to platting, connected street pattern, parks, trails, and open space, building forms and placement, stormwater management, and alternative street alignments and lot configurations, if necessary due to floodplain issues.

At their meeting on October 14, 2020, on a vote of 8-0, the Planning and Zoning Commission recommended approval of the proposed amendment to the Future Land Use Map as described above; and on April 14, 2021, on a vote of 9-0, the Planning and Zoning Commission recommended approval of the proposed rezoning.

PLANNING & ZONING COMMISSION

Discussion
3/24/2021

The next item for consideration by the Commission was a request to rezone the area 500 feet north of Huntington Road along the west side of Cedar Heights drive from A-1 and R-1 to MU and update the Pinnacle Prairie Master plan. Chair Leeper introduced the item and Ms. Howard provided background information. She noted that this was a new application for a rezoning, but a similar request was considered last year by the Commission and was denied. She explained the current uses and how they would change if rezoned and noted that the applicant would like to incorporate this area into the larger Pinnacle Prairie Master Plan. The item was reviewed in the fall and part of the review included looking at the future land use map in this location and updating that as well. She noted that the Commission had recommended approval of the change to the Future Land Use Map at that time. She noted the applicant would like to refine the master plan for Pinnacle Prairie East. Ms. Howard displayed the 2015 Master Plan and discussed the potential update. She discussed the previous proposal in 2020 that was denied due to a lack of an east-west street connection to Cedar Heights Drive. With this new master plan proposal they show a new street layout that includes extension of Prairie View Road to Cedar Heights Drive at its intersection with Huntington Road. They would propose to continue to use their same design standards as apply currently in the Pinnacle Prairie development, which establishes prairie-style aesthetic. Ms. Howard explained that there will be focus on alley loaded types of townhomes and the neighborhood commercial area will have street access and trail connections to ensure residents have easy access. She elaborated on the Prairie View Drive extension to connect with Cedar Heights Drive and noted that there are still some outstanding questions about the viability of the commercial area shown on the master plan due to floodplain issues. If it is determined that the commercial area is not feasible, the applicant has agreed to shift the east-west extension of Prairie View Road to the north to extend along the southern boundary of the multi-family area that is the subject of this rezoning. Howard noted that if this were to occur, then the concept plan shown for the multi-family area will need to be modified to accommodate the street right-of-way.

Ms. Howard displayed a view of the area proposed for rezoning, noting that it will contain primarily multi-family development with approximately 12 units per acre with buildings oriented toward the street and good access to open space amenities and trails. The street network and traffic circulation will provide good public access to the trail network and a park, the streets will be laid out in an attractive yet connected curvilinear pattern, and the open space is well distributed. She explained some of the potential adjustments with regard to the east-west connection. The location has access to public services and Ms. Howard noted that adjustments to the open space, parks and trails will be addressed in the development agreement. With regard to technical comments she explained that a preliminary and final plat will be required prior to any land sales within the master plan area. Although the issues in the previous developmental procedures agreement have now been resolved, a new agreement will need to be drafted and signed prior to setting a public hearing at City Council for the requested rezoning. Staff recommends initial discussion at this time and setting public hearing for April 4.

LeaAnn asked why we don't know if commercial will be allowed in that spot. Ms. Howard explained that the floodplain maps are currently under review for changes so it will depend on when the plan is submitted and whether they can comply with the new flood insurance rate maps, likely to be finalized by FEMA next spring.

Eric Johnson, Beecher Law Firm, asked if Carrie Hansen had joined the meeting online. Staff stated that she was not. He explained that he is available for any

questions with regard to the project.

Since there were no questions, Mr. Larson made a motion to set the public hearing for April 14, 2021. Ms. Sears seconded the motion. The motion was approved unanimously with 8 ayes (Holst, Larson, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.

Public
hearing
and vote
4/14/2021

The Commission then considered a rezoning request near Huntington Road and Cedar Heights Drive from A-1 Agricultural District and R-1 Residential District to MU Mixed Use Residential District, and to update the Pinnacle Prairie Master Plan to include this new area. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that approximately 12 acres of the property would be rezoned from A-1 to MU and approximately three acres from R-1 to MU. The proposal would incorporate the new land into the larger Pinnacle Prairie Mixed Use District and update the master plan appropriately. She displayed a revised concept for Pinnacle Prairie East and the view of the area proposed for rezoning to MU and discussed the plans for those areas. She discussed the street network and traffic circulation as well as alternate routes and adjustments that may need to be made. Ms. Howard noted that a preliminary and final plat will be required prior to any land sales within the master planned area and a new developmental procedures agreement will need to be drafted and signed prior to setting a public hearing at City Council. Staff recommends approval of the request to rezone property from A-1 and R-1 to MU, and to update the Pinnacle Prairie Master Plan accordingly, subject to a new or amended development agreement that addresses the specific issues outlined in the staff report.

Carrie Hansen, Schoppe Design Associates, spoke about the connection of Prairie View out to Cedar Heights and the location of Huntington where the new roundabout is planned to go. She stated that if this is not possible they have agreed to relocate it to another portion of the proposed multi-family area. She noted that they have met their obligations for the Goldenrod and Prairie Parkway roundabout improvement that had been noted previously. They have also submitted a revised development procedures agreement that addresses the items in staff's report and will continue to work with staff to finalize those documents.

Mr. Holst made a motion to approve the item. Ms. Lynch seconded the motion. The motion was approved unanimously with 9 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.

Attachments: Rezoning Plat
2015 Pinnacle Prairie Master Plan
Proposed updated master plan and concept plan for "Pinnacle Prairie East"
Updated Design Guidelines for Pinnacle Prairie
Applicant's letter requesting rezoning

Rezoning Plat

Part of Ideal Acres

City of Cedar Falls, Black Hawk County, Iowa

NORTH



R-1 to MU Rezoning Description:

The West 110 feet of Lot 1; Lots 2, 3, and 4 except that part deeded to the City of Cedar Falls, Iowa in 565 CLD 326 for street purposes, all in "Ideal Acres" in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

A-1 to MU Rezoning Description:

The North 528 feet of Lot 13, all in "Ideal Acres" in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

Owner / Applicant
Oster Family Limited Partnership
3957 75th Street
Aurora, IL 6050

Owners within 300'
See Page 2

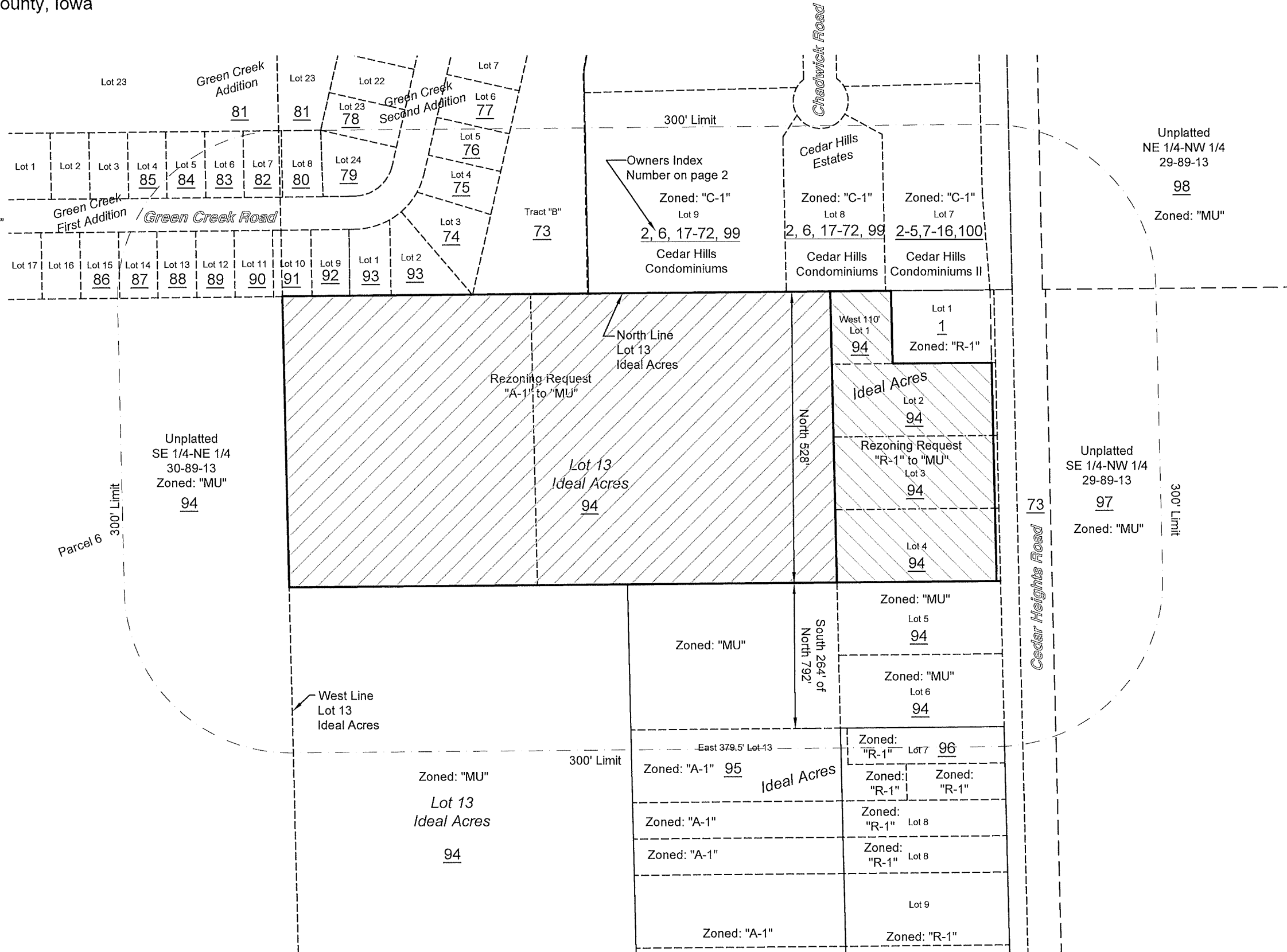
Existing Zoning Classification:
"A-1" and "R-1"

Proposed Zoning Classification:
"MU"

Proposed "R-1" to "MU" Area: 3.0± acres

Proposed "A-1" to "MU" Area: 12.0± acres


Existing Adjacent Zoning:
Green Creek First Addition: "MU"
Green Creek Second Addition: "MU"
Cedar Hills Estates: "C-1"
Ideal Acres: "A-1", "R-1", and "MU"



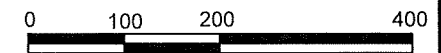
Item 7.
REVISIONS

page #	1/2
scale	1"=200'
drawn by	SJL
date	2/23/21

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829



Rezoning Plat
Part of Ideal Acres
Cedar Falls, Iowa



Rezoning Plat
Owners within 300 Feet
Part of Ideal Acres
Cedar Falls, Iowa

1. Wayne P & Janet M O Neil
4803 Cedar Heights Drive
Cedar Falls, IA 50613
2. PLACE LLC
c/o R Scheer & T Greenwood
1102 Lake Ridge Drive
Cedar Falls, IA 50613
3. Austin Rindels
4701 Chadwick Road #3
Cedar Falls, IA 50613
4. Nermina Sabanagic
4701 Chadwick Road #4
Cedar Falls, IA 50613
5. Jeffrey S & Ada O Bendorf
825 Sonya Drive
Waterloo, IA 50702
6. IA Home Rentals LLC
PO Box 1231
Cedar Falls, IA 50613
7. Nichole L Koelling
4701 Chadwick Road #8
Cedar Falls, IA 50613
8. Ada Oyaide
7077 Meadow Lane
Platteville, WI 53818
9. Steven R Harbaugh
1433 South Hill Drive
Waterloo, IA 50701
10. Nafka Dautovic
4705 Chadwick Road #1
Cedar Falls, IA 50613
11. Thomas K Rohrssen
4705 Chadwick Road #2
Cedar Falls, IA 50613
12. Willard F & Verla M Wedemeier
4705 Chadwick Road #3
Cedar Falls, IA 50613
13. Daniel L Weber, Jr
4705 Chadwick Road #6
Cedar Falls, IA 50613
14. Justin J Holthaus
524 Boulder Drive
Center Point, IA 52213
15. Caralee K Doak
4705 Chadwick Road #11
Cedar Falls, IA 50613
16. Shashidhar & Rakhee Kaparthi
432 Primrose Drive
Hudson, IA 50643

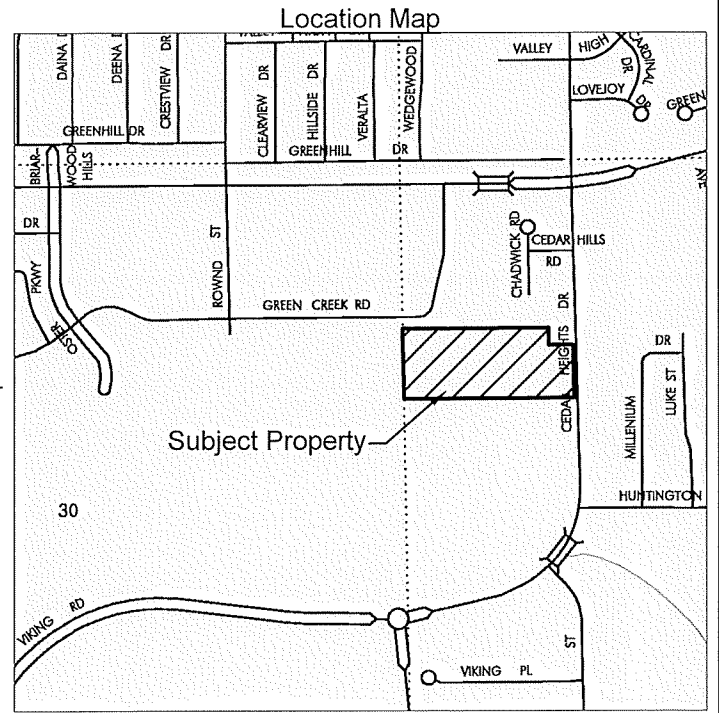
17. Kay Kiene
4702 Chadwick Road #1
Cedar Falls, IA 50613
18. Carol L & Jeffry S Dick
4614 Donald Drive
Cedar Falls, IA 50613
19. Nancy L Thorne
4702 Chadwick Road #3
Cedar Falls, IA 50613
20. Megan A Wellik
4702 Chadwick Road #5
Cedar Falls, IA 50613
21. Joshua Budden
4702 Chadwick Road #6
Cedar Falls, IA 50613
22. Tamara Hastings
4702 Chadwick Road #7
Cedar Falls, IA 50613
23. Darren Haley
4702 Chadwick Road #8
Cedar Falls, IA 50613
24. Beverly A Weiss
4702 Chadwick Road #9
Cedar Falls, IA 50613
25. Susan M Moore
4702 Chadwick Road #10
Cedar Falls, IA 50613
26. Brett T Borcharding
4702 Chadwick Road #11
Cedar Falls, IA 50613
27. Stephen Lee & Courtney A Styron
104 Garner Drive
Waverly, IA 50677
28. Deborah A Fedge
Jonathan K Schoer
4305 Callum Ct
Cedar Falls, IA 50613
29. Richard A Riker
4706 Chadwick Road #2
Cedar Falls, IA 50613
30. Stephen Jordan
4706 Chadwick Road #3
Cedar Falls, IA 50613
31. Brian D Francois
1022 210th Street
Masonville, IA 50654
32. Brittney McNamara
4706 Chadwick Road #6
Cedar Falls, IA 50613

33. James A Janka
Kathleen A Janka
4706 Chadwick Road #7
Cedar Falls, IA 50613
34. Samuel J Hartmann
4706 Chadwick Road #8
Cedar Falls, IA 50613
35. Megan M Schriver
4706 Chadwick Road #9
Cedar Falls, IA 50613
36. Lauryn B & Michelle B Tweed
4706 Chadwick Road #10
Cedar Falls, IA 50613
37. Natalie Teslow
4706 Chadwick Road #11
Cedar Falls, IA 50613
38. Timothy J Jensen
4706 Chadwick Road #12
Cedar Falls, IA 50613
39. Rickard & Kristen M Sevy
4710 Chadwick Road #1
Cedar Falls, IA 50613
40. Gary W & Brenda L Geuther
4710 Chadwick Road #2
Cedar Falls, IA 50613
41. Jean M Draude
4710 Chadwick Road #3
Cedar Falls, IA 50613
42. Jay Meier
4710 Chadwick Road #4
Cedar Falls, IA 50613
43. Margaret A Miller
4710 Chadwick Road #5
Cedar Falls, IA 50613
44. Walter L Sykes
4710 Chadwick Road #6
Cedar Falls, IA 50613
45. Samantha M Frost
4710 Chadwick Road #7
Cedar Falls, IA 50613
46. Anna L Staudinger
4710 Chadwick Road #9
Cedar Falls, IA 50613
47. Svetozar Bijelic
Ela Cepalovic
4710 Chadwick Road #10
Cedar Falls, IA 50613
48. Madeline A Chilton
Kellee A Chilton
4710 Chadwick Road #11
Cedar Falls, IA 50613

49. Martha Rose Claassen
4710 Chadwick Road #12
Cedar Falls, IA 50613
50. Rachael Soll
4708 Chadwick Road #1
Cedar Falls, IA 50613
51. Kathryn J Balvanz
Lisa A Balvanz
4708 Chadwick Road #2
Cedar Falls, IA 50613
52. Megan A Potratz
4708 Chadwick Road #3
Cedar Falls, IA 50613
53. Ronald J & Pamela J Sevey
4708 Chadwick Road #4
Cedar Falls, IA 50613
54. Kevin J Huegel
4708 Chadwick Road #5
Cedar Falls, IA 50613
55. Darlene Hansen Trust
c/o Rose M Anderson
4801 Briarwood Drive
Cedar Falls, IA 50613
56. Keith J Bader
5500 S Main Street Rd #76
Cedar Falls, IA 50613
57. Tara Thesing
4708 Chadwick Road #8
Cedar Falls, IA 50613
58. Bradley D Dedic
4708 Chadwick Road #9
Cedar Falls, IA 50613
59. Stacey A Hurt
4708 Chadwick Road #10
Cedar Falls, IA 50613
60. Adrianna N Murphy
4708 Chadwick Road #11
Cedar Falls, IA 50613
61. Tyler B McDowell
4708 Chadwick Road #12
Cedar Falls, IA 50613
62. Christine Dawn Werling
4712 Chadwick Road #1
Cedar Falls, IA 50613
63. Nancy L Duffy
4712 Chadwick Road #3
Cedar Falls, IA 50613
64. William J Adam Rev Trust
Cheryl L Adam Rev Trust
1028 W Main Street
Waukon, IA 52172

65. Bonnie L Popenhagen
4712 Chadwick Road #5
Cedar Falls, IA 50613
66. Ambri J Refer
4712 Chadwick Road #6
Cedar Falls, IA 50613
67. Joshua P Miller
4712 Chadwick Road #7
Cedar Falls, IA 50613
68. Mary Losch
Bruce Alexander
4712 Chadwick Road #8
Cedar Falls, IA 50613
69. Sarah Frederick
4712 Chadwick Road #9
Cedar Falls, IA 50613
70. Kerri Menninga
4712 Chadwick Road #10
Cedar Falls, IA 50613
71. Brian W Jansen
4712 Chadwick Road #11
Cedar Falls, IA 50613
72. David & Julie Bonde
21643 115th Street
Iowa Falls, IA 50126-0000
73. City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
74. George & Elizabeth Drelich
2525 Green Creek Road
Cedar Falls, IA 50613
75. Cody M & Stacy M Cline
2529 Green Creek Road
Cedar Falls, IA 50613
76. Mae & James Lillibridge, Jr
2601 Green Creek Road
Cedar Falls, IA 50613
77. Kevin J & Jessica M Vogel
2607 Green Creek Road
Cedar Falls, IA 50613
78. Roy A & Janice M Dawson
2602 Green Creek Road
Cedar Falls, IA 50613
79. Levi R & Leslie R Frost
2510 Green Creek Road
Cedar Falls, IA 50613
80. Vickie Turner
2504 Green Creek Road
Cedar Falls, IA 50613

81. Eastern Iowa Lutheran HS Association
4520 Rownd Street
Cedar Falls, IA 50613
82. Thomas E & Jennifer L Michler
2426 Green Creek Road
Cedar Falls, IA 50613
83. Scott N & Angela L Millman
2420 Green Creek Road
Cedar Falls, IA 50613
84. William K & Audrey C Rule
2416 Green Creek Road
Cedar Falls, IA 50613
85. Michael G & Cindy M Koehn
2408 Green Creek Road
Cedar Falls, IA 50613
86. Evan M & Raven L Deuth
2401 Green Creek Road
Cedar Falls, IA 50613
87. Mason A & Lori L Kuhn
2407 Green Creek Road
Cedar Falls, IA 50613
88. Anita Wiebke
2415 Green Creek Road
Cedar Falls, IA 50613
89. Adam M & Tami J Halvorson
2419 Green Creek Road
Cedar Falls, IA 50613
90. Zachary M & Kristen K Lyons
2425 Green Creek Road
Cedar Falls, IA 50613
91. Francisca Figueroa Lucero
Juan F Arreola Arras
2503 Green Creek Road
Cedar Falls, IA 50613
92. Kyle R & Katie E Corson
2507 Green Creek Road
Cedar Falls, IA 50613
93. Daniel D Fencil Trust
422 Main Street
Cedar Falls, IA 50613
94. Oster Family Limited Partnership
Attn: Jessica Sul
3957 75th Street
Aurora, IL 60504-7914



95. Lyle L Bergman
1624 Maplewood Drive
Cedar Falls, IA 50613-000
96. Kenneth R & Alice Lynn White
5011 Cedar Heights Drive
Cedar Falls, IA 50613
97. R and N Investments
PO Box 728
Cedar Falls, IA 50613
98. Ronald J Abraham
401 N Highland Drive
Cedar Falls, IA 50613
99. Michael A Yaddof
4706 Chadwick Road #5
Cedar Falls, IA 50613
100. Anthony C Meade, Jr
9218 Greenbelt Dr
Urbandale, IA 50322

Item 7.	REVISIONS
page #	2/2
scale	1"=200'
drawn by	SJL
date	2/23/21
VJ Engineering 1501 Technology Parkway Cedar Falls, Iowa - 319-266-5829	
Rezoning Plat Part of Ideal Acres Cedar Falls, Iowa	
2080	33



Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

March 8, 2021

Department of Community Development
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Re: Cedar Heights Drive Property Rezoning Request (2)

CEDAR HEIGHTS DRIVE PROPERTY
Explanation of Request

The initial MU rezoning justification submitted for the subject petition was included with the original application packet on June 12, 2020. The reasons noted in the Cedar Heights Drive Property – Explanation of Request letter dated June 12, 2020 remain valid and as such are again submitted and attached to this updated rezoning justification for reference. A number of events and changes to the petition have transpired since the original request was filed and are explained below.

The Planning and Zoning Commission first heard the land use map amendment and rezoning request on September 9, 2020. While the proposed land uses were generally well received by both staff and Commissioners, there was significant discussion regarding the lack of an east-west connection to Cedar Heights Drive. It was the petitioner's position that the proposed access points were adequate to facilitate effective traffic operations, and further that vehicular crossings of the floodplain and open space corridors should be limited due to environmental impacts. A number of residents also spoke at the meeting, and it was ultimately decided to continue the case to the Commission's next meeting to explore solutions to noted comments and so that the petitioner could meet with the adjacent residents to further discuss the project and answer any questions.

The resident meeting was held via Zoom on October 1, 2020 and nine residents participated. The proposal was clarified and numerous questions were answered. The meeting went very well and the resident response to the project was generally positive.

In response to the comments made by staff and Commissioners at the September 9, 2020 meeting, several revisions were made to the request and resubmitted for consideration at the October 14, 2020 Planning and Zoning Commission meeting:

- Pinnacle Prairie East Concept Plan:
 - Nose-in parking was removed in the revised townhome pod.
 - The trail was relocated immediately adjacent to the proposed commercial pod at Huntington and Cedar Heights.
 - A note was added to the plan regarding potential floodplain adjustments.

126 S. Main Street
Oswego, IL 60543
p: 630 551-3355
f: 630 551-3639
schoppedesig



Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

- Pinnacle Prairie Master Plan:
 - The updated Pinnacle Prairie East Concept Plan was dropped into the overall Master Plan.
 - Site data was updated to reflect new land use acreages.

Both staff and the Commission concurred that the map amendment for the 15-acre parcel be changed to Planned Development to allow for the combination of multi-family and single-family uses as part of the overall Pinnacle Prairie development, and the Commission voted 8-0 in favor of this portion of the request.

The revised plans did not, however, include an east-west roadway connection to Cedar Heights Drive. There was discussion amongst the Commissioners that the crossing might make sense at Huntington given the proposed roundabout improvement and proximity to the commercial pod. However, without a commitment from the petitioner to provide this connection, the rezoning request ultimately failed by a vote of 4-4.

Rather than proceed to the City Council with a negative recommendation from the Planning and Zoning Commission, the petitioner continued negotiations with staff to come to resolution on the outstanding roadway connection issue. A number of options were explored, ultimately culminating in the now revised and proposed plan that incorporates an east-west roadway crossing of the creek at Huntington. The addition of this crossing resulted in a slight redesign of the single-family pod to the west. Additionally, given the unknown impact of the floodplain on the viability of the proposed commercial pod at this location, a note has been added to the plan that if in the future it is determined that the commercial pod is undevelopable, the east-west connection road would be relocated to the southern edge of the multi-family pod to the north.

In addition to the plan changes, the petitioner's obligations for the improvements at Goldenrod and the Prairie Parkway roundabout previously noted in staff's report have been satisfactorily addressed.

It is the petitioner's position that we have successfully resolved the outstanding issues and concerns noted to date and respectfully request approval of the petition for rezoning to MU.

Thank you for your consideration.

Sincerely,

Carrie L. Hansen
Director of Planning and Government Services

CLH:



Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

June 12, 2020

Department of Community Development
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Re: Cedar Heights Drive Property Rezoning Request

To Whom It May Concern:

Per the City's rezoning application requirements, below please find a brief explanation of the proposal.

Cedar Heights Drive Property
Explanation of Request

The petitioner is requesting a rezoning of the subject property to MU, Mixed Use Residential for future development of both multi-family and single-family residential uses. The two residential use areas would be separated by an existing wide drainage corridor with proposed multi-family units to the east and single-family lots to the west. While there are no specific development plans at this time, the rezoning is being requested to assist with marketing to interested buyers/builders who would still be required to come back to the City for formal plan approval for ultimate product and design.

It is the petitioner's intent to add the 15-acre property to the Pinnacle Prairie project, immediately adjacent to the west and south. Doing so will result in the application of and adherence to the same high-quality development design standards of the Pinnacle Prairie development and add an additional mix of residential uses to the overall project. The City's MU District "strives to encourage innovative development that incorporates high-quality building design, careful site planning, preservation of unique environmental features with an emphasis upon the creation of open spaces and amenities that enhance the quality of life of residents." The accompanying Rezoning Concept Plan focuses on this goal and represents an idea of how the newly added MU property could be integrated into the Pinnacle Prairie project.

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schoppedes



Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

The proposed multi-family use on the eastern portion of the property is a compatible extension of the existing medium density residential land use immediately adjacent to the property on the north. The physical barrier of the drainage corridor to the west orients the subject property more to the east, and as such the design contemplates a grand entry from Cedar Heights Drive. The conceptual design depicts 180 total units in 6, 24-unit and 2, 18-unit three story buildings. The design incorporates an open space theme immediately upon entering the development and continues with both a visual and physical extension of this amenity throughout the site. There is a main open space corridor in the middle of the project that serves not only as a gathering space for the residents but also visually connects the project entrance to the open space and drainage corridor to the west. The space can include a variety of complementary elements such as trails, benches, and a gazebo. In addition to the more centralized open space, each individual building has access to its own open space/courtyard area on a more intimate scale. There is an interconnected system of walking paths which all lead either to the central open space corridor within the project or to a future more regional trail within the adjacent open space and drainage corridor, connecting to the Pinnacle Prairie project and trail system. The site plan also includes a dog park, a desired amenity for multi-family projects of this type.

The proposed single-family use is located west of the drainage area and as such orients westward in terms of compatible land use. This use is accordingly derived from the designated future single-family land use of the Pinnacle Prairie project adjacent to the west, and additionally from the existing single-family residences of the Green Creek Subdivision adjacent on the north. The Concept Plan illustrates how approximately 6 single-family lots could be created utilizing a cul-de-sac design.

The City's Comprehensive Plan designates the area contained in the MU rezoning request for a combination of Planned Development and Office/Business Park. The delineation between these two uses is in an unusual diagonal manner and leaves an oddly shaped triangle that would appear extremely challenging to develop. The limited and awkward size of the office/business park designated parcel and its lack of access to an arterial road do not seem conducive to development of the property for office/business park use. Given that the remainder of the property is designated as Planned Development and the proposal is to add the subject property to the Pinnacle Prairie project, also designated as Planned Development on the City's Comprehensive Plan, the requested rezoning to MU appears to be compatible with the goals of the Plan for this area. Additionally, the property located on the east side of Cedar Heights Drive across the street from the subject property is identified on the City's Plan as "Neighborhood Commercial/Mixed Use" and is entitled for a retail commercial center. Additional residential units in this area will increase the viability of the development of the site for neighborhood commercial use and provide retail and service businesses within walking distance of the proposed project.



Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

Thank you for your consideration, and we respectfully request a favorable review of the request.

Sincerely,

Carrie L. Hansen
Director of Planning and Government Services

CLH:



FEMA 100 YEAR FLOODPLAIN (PRELIMINARY)
 FEMA 500 YEAR FLOODPLAIN (PRELIMINARY)
 FEMA 100 YEAR FLOODPLAIN (EFFECTIVE)

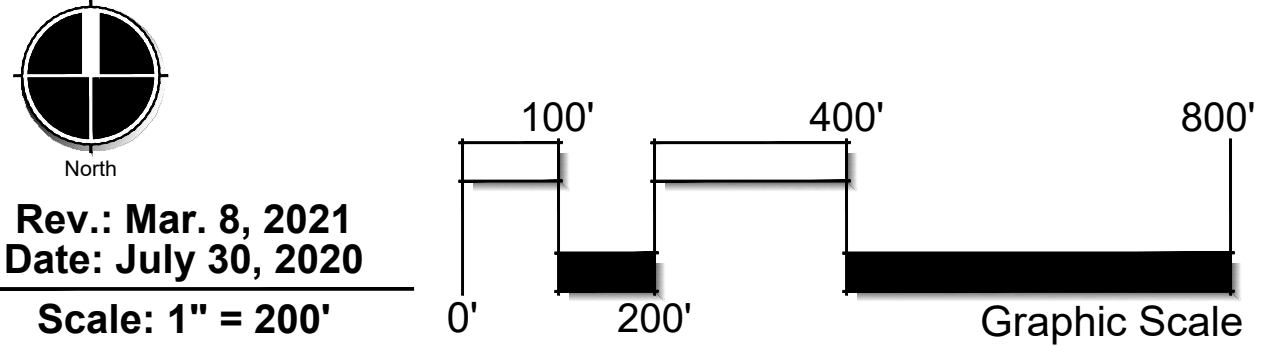
MULTI FAMILY NEIGHBORHOOD

PROPOSED CEDAR HEIGHTS RD. BIKE TRAIL

PROPOSED RE-ALIGNMENT OF HUNTINGTON RD.

COMMERCIAL

NOTE:
 STREETS AND LOT LAYOUTS MAY NEED TO BE ADJUSTED TO ENSURE THAT NEW HOMES ARE NOT LOCATED IN THE FLOODPLAIN



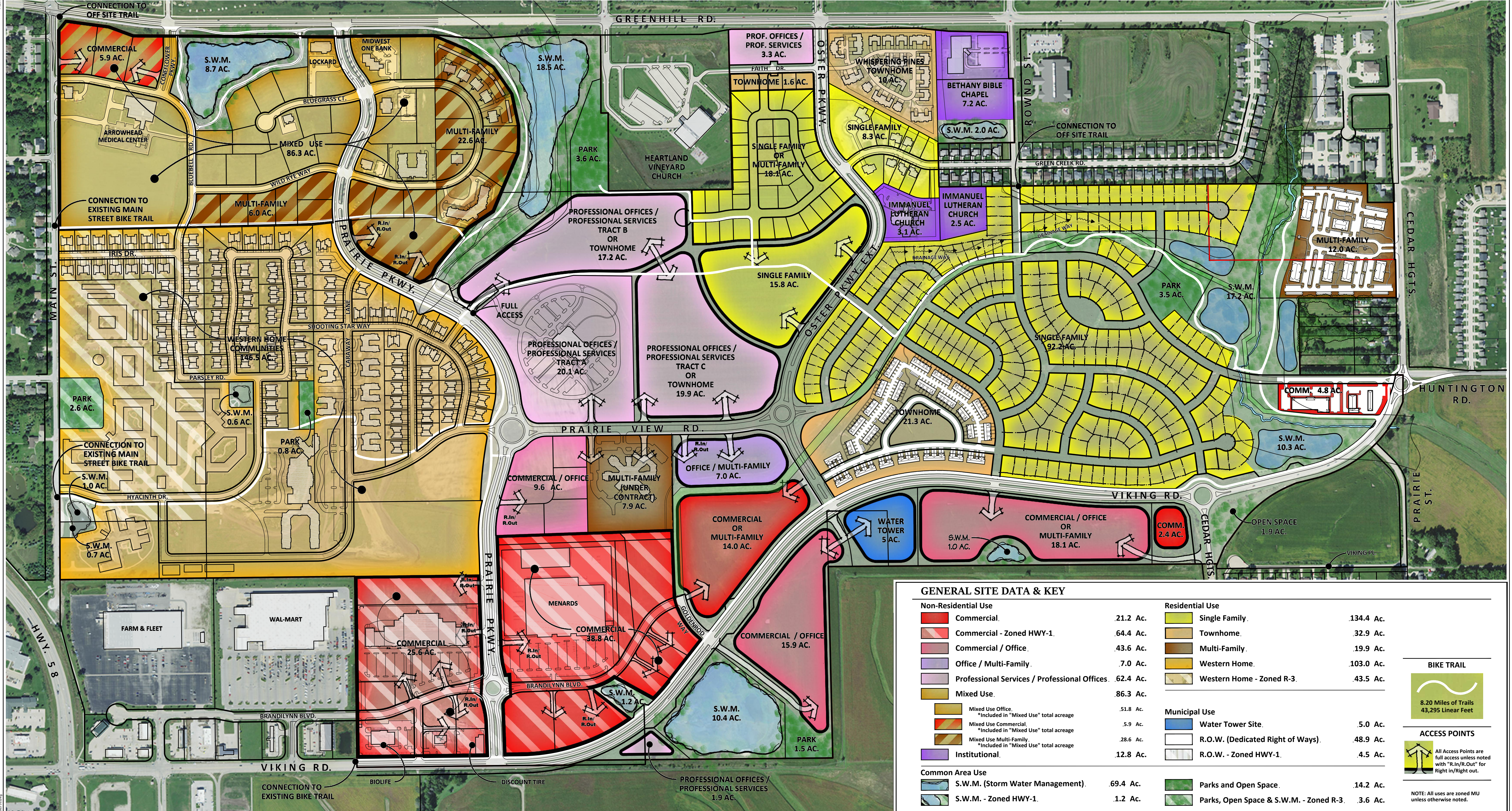
PINNACLE PRAIRIE EAST CONCEPT PLAN

LOCKARD
 4501 Prairie Parkway, Cedar Falls, IA 50613
 (319) 277-8000

Prepared For:
Oster Partners

Prepared By:
sda
 Schoppe Design Associates, Inc.
 LAND PLANNING & LANDSCAPE ARCHITECTURE

126 S. Main Street
 Oswego, IL 60543
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 schoppedesign.net



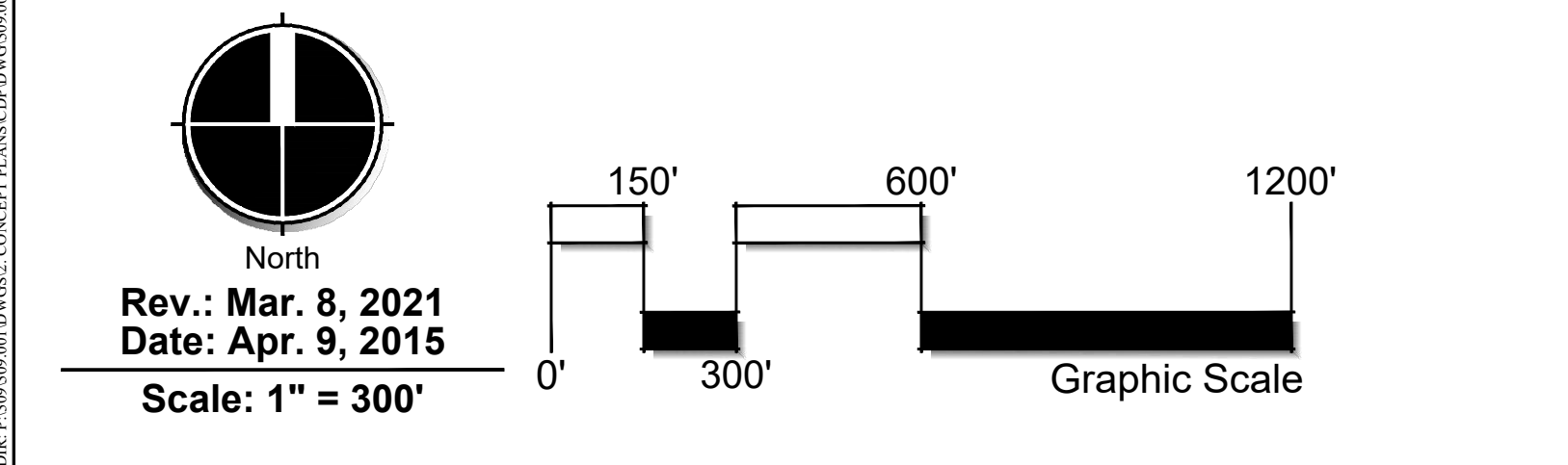
GENERAL SITE DATA & KEY

Non-Residential Use	Residential Use
Commercial .21.2 Ac.	Single Family .134.4 Ac.
Commercial - Zoned HWY-1 .64.4 Ac.	Townhome .32.9 Ac.
Commercial / Office .43.6 Ac.	Multi-Family .19.9 Ac.
Office / Multi-Family .7.0 Ac.	Western Home .103.0 Ac.
Professional Services / Professional Offices .62.4 Ac.	Western Home - Zoned R-3 .43.5 Ac.
Mixed Use .86.3 Ac.	
Mixed Use Office *Included in "Mixed Use" total acreage .51.8 Ac.	Municipal Use
Mixed Use Commercial *Included in "Mixed Use" total acreage .5.9 Ac.	Water Tower Site .5.0 Ac.
Mixed Use Multi-Family *Included in "Mixed Use" total acreage .28.6 Ac.	R.O.W. (Dedicated Right of Ways) .48.9 Ac.
Institutional .12.8 Ac.	R.O.W. - Zoned HWY-1 .4.5 Ac.
Common Area Use	
S.W.M. (Storm Water Management) .69.4 Ac.	Parks and Open Space .14.2 Ac.
S.W.M. - Zoned HWY-1 .1.2 Ac.	Parks, Open Space & S.W.M. - Zoned R-3 .3.6 Ac.

BIKE TRAIL
8.20 Miles of Trails
43,295 Linear Feet

ACCESS POINTS
All Access Points are full access unless noted with "R.In/R.Out" for Right In/Right out.

NOTE: All uses are zoned MU unless otherwise noted.



MASTER PLAN

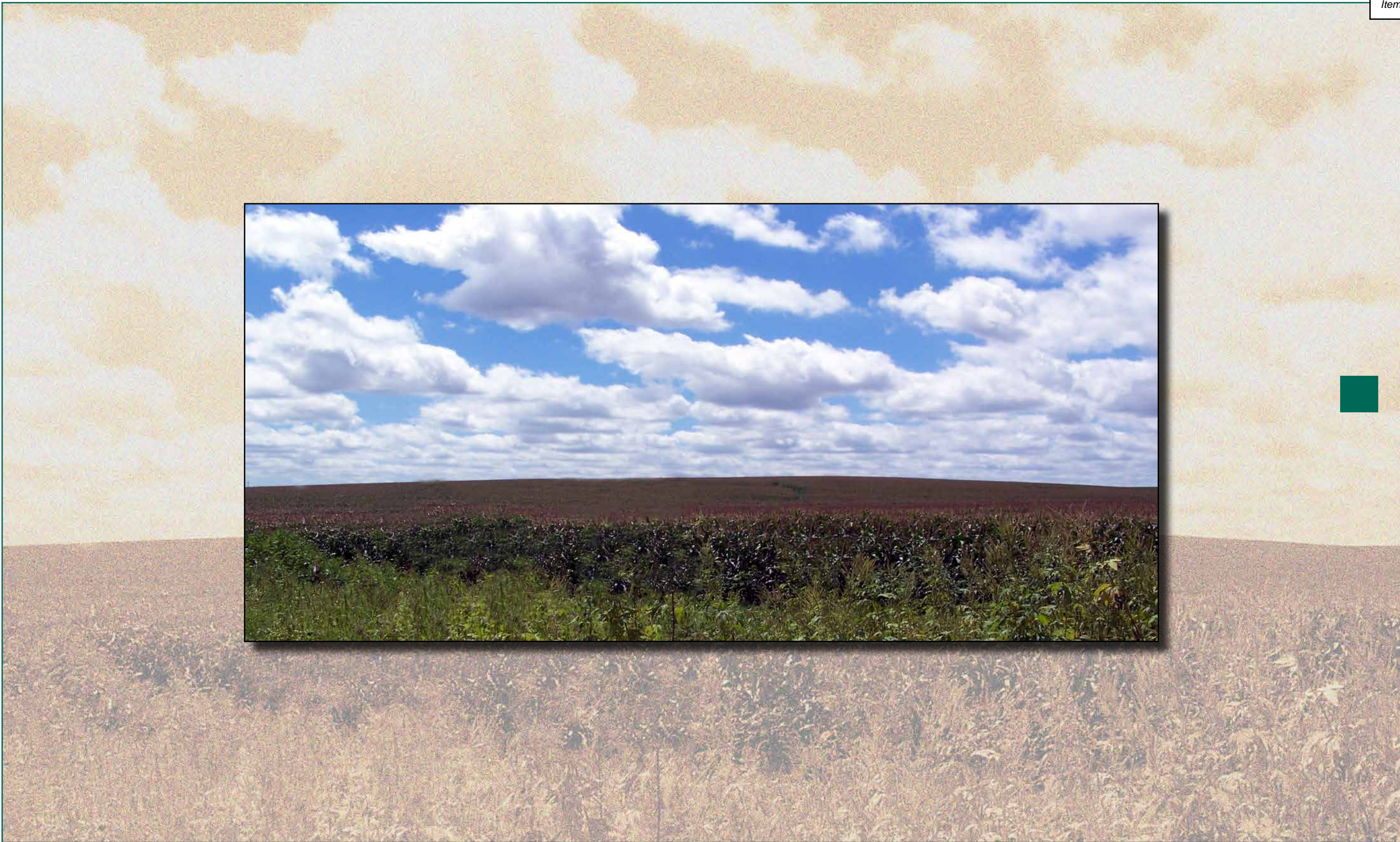
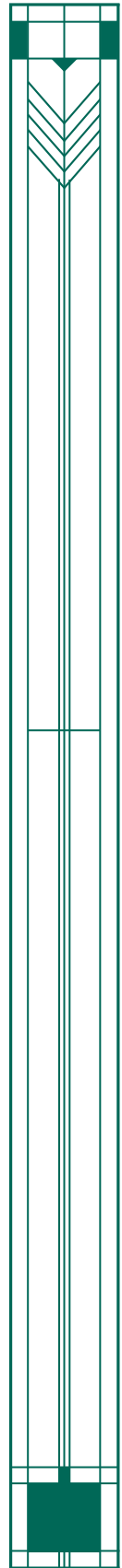
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Oster Partners

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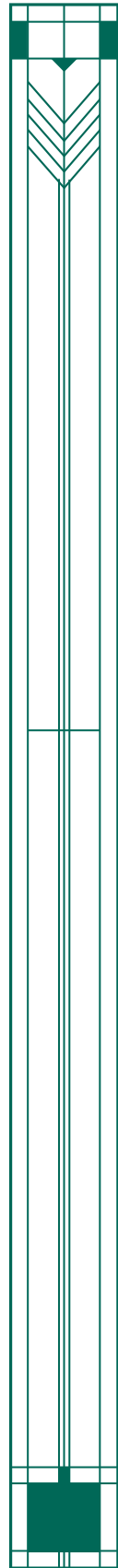
PINNACLE PRAIRIE

Cedar Falls, Iowa

General Design Guidelines

Date:
March 8, 2021

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THE VISION FOR PINNACLE PRAIRIE BEGAN AS THE DREAM of Merrill J. Oster, whose global financial information and agribusiness companies were launched from Main Street, Cedar Falls, Iowa, a street he frequented as a farm boy. A fifth-generation Oster, Merrill saw the opportunity to create a new type of community, one that drew on his heritage and love for Cedar Falls. He wanted to create a unified community that will be developed in harmony with the land and wildlife; to work with the landform, which contains the highest point in Blackhawk County; to create a unique community in which to live, work, shop, play and raise a family.

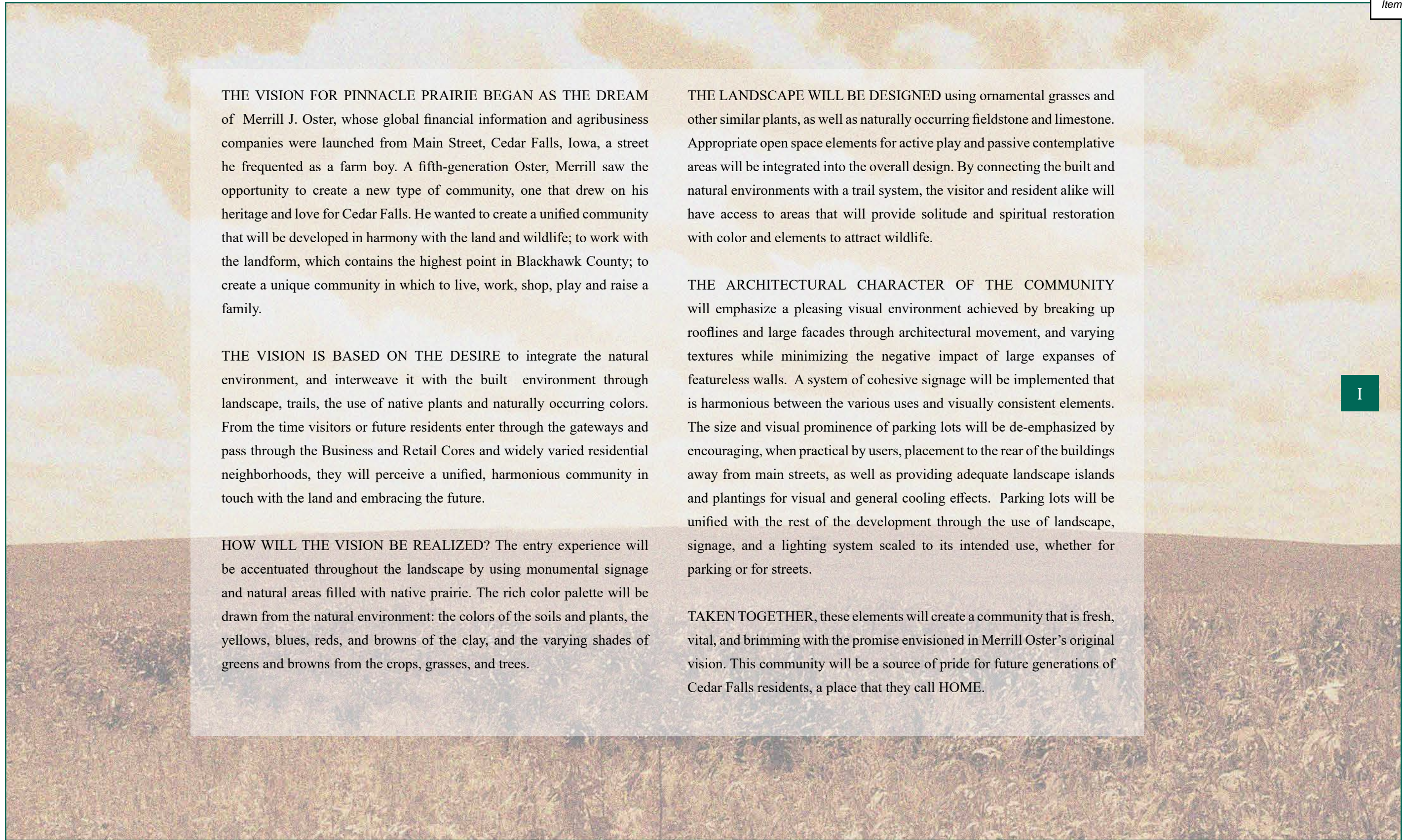
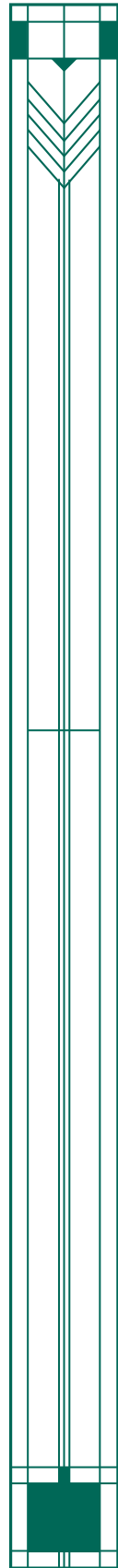
THE VISION IS BASED ON THE DESIRE to integrate the natural environment, and interweave it with the built environment through landscape, trails, the use of native plants and naturally occurring colors. From the time visitors or future residents enter through the gateways and pass through the Business and Retail Cores and widely varied residential neighborhoods, they will perceive a unified, harmonious community in touch with the land and embracing the future.

HOW WILL THE VISION BE REALIZED? The entry experience will be accentuated throughout the landscape by using monumental signage and natural areas filled with native prairie. The rich color palette will be drawn from the natural environment: the colors of the soils and plants, the yellows, blues, reds, and browns of the clay, and the varying shades of greens and browns from the crops, grasses, and trees.

THE LANDSCAPE WILL BE DESIGNED using ornamental grasses and other similar plants, as well as naturally occurring fieldstone and limestone. Appropriate open space elements for active play and passive contemplative areas will be integrated into the overall design. By connecting the built and natural environments with a trail system, the visitor and resident alike will have access to areas that will provide solitude and spiritual restoration with color and elements to attract wildlife.

THE ARCHITECTURAL CHARACTER OF THE COMMUNITY will emphasize a pleasing visual environment achieved by breaking up rooflines and large facades through architectural movement, and varying textures while minimizing the negative impact of large expanses of featureless walls. A system of cohesive signage will be implemented that is harmonious between the various uses and visually consistent elements. The size and visual prominence of parking lots will be de-emphasized by encouraging, when practical by users, placement to the rear of the buildings away from main streets, as well as providing adequate landscape islands and plantings for visual and general cooling effects. Parking lots will be unified with the rest of the development through the use of landscape, signage, and a lighting system scaled to its intended use, whether for parking or for streets.

TAKEN TOGETHER, these elements will create a community that is fresh, vital, and brimming with the promise envisioned in Merrill Oster's original vision. This community will be a source of pride for future generations of Cedar Falls residents, a place that they call HOME.



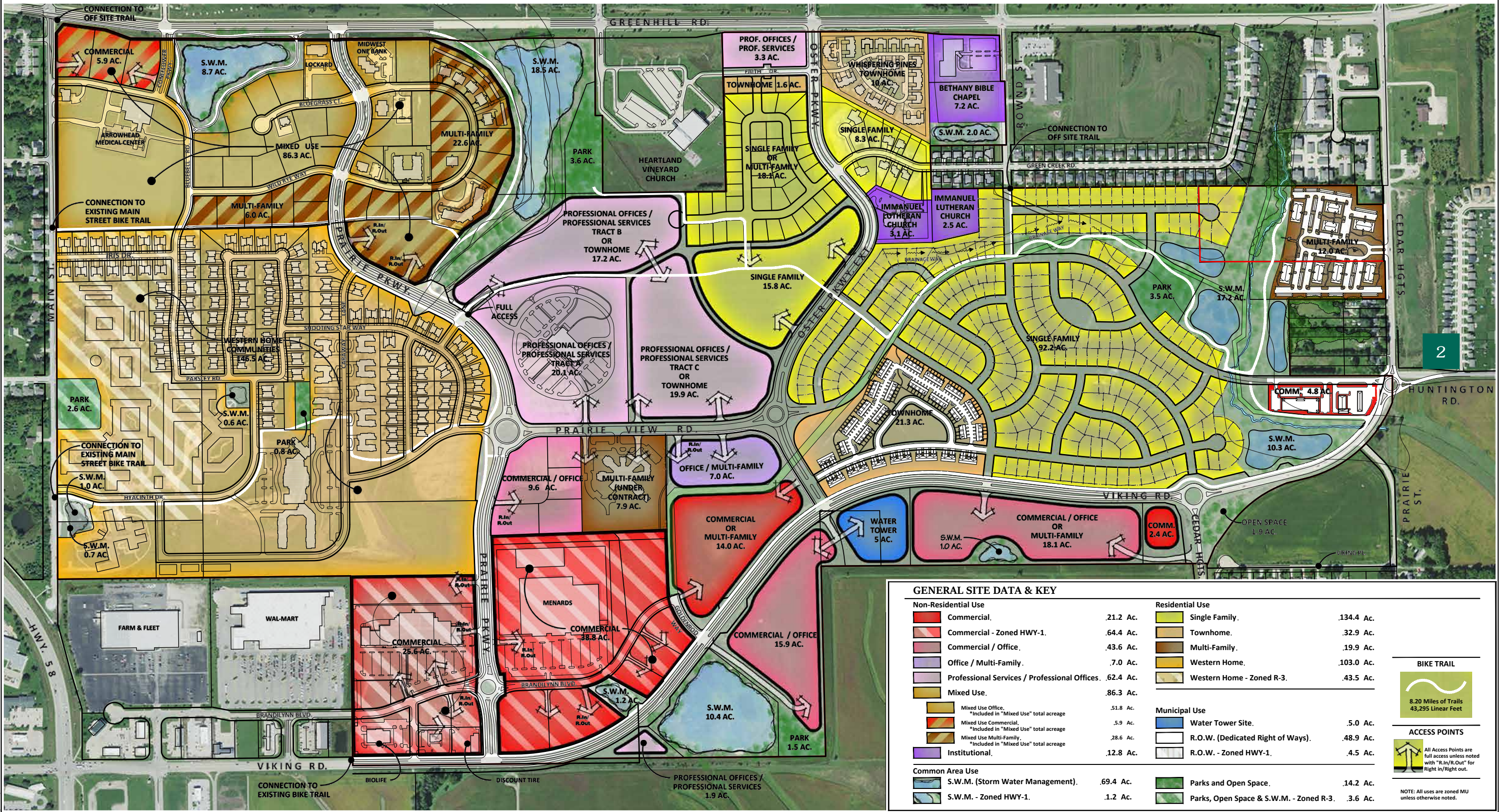
PINNACLE PRAIRIE

Cedar Falls, Iowa

The Vision

Date:
March 8, 2021





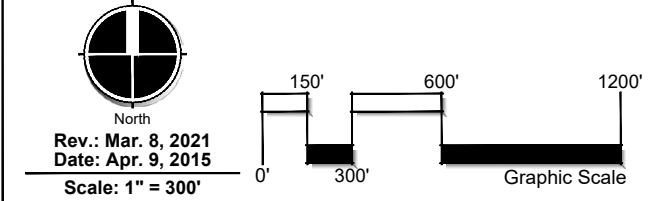
GENERAL SITE DATA & KEY

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Mixed Use Office	.51.8 Ac.	Municipal Use	
Mixed Use Commercial	.5.9 Ac.	Water Tower Site	.5.0 Ac.
Mixed Use Multi-Family	.28.6 Ac.	R.O.W. (Dedicated Right of Ways)	.48.9 Ac.
Institutional	.12.8 Ac.	R.O.W. - Zoned HWY-1	.4.5 Ac.
Common Area Use			
S.W.M. (Storm Water Management)	.69.4 Ac.	Parks and Open Space	.14.2 Ac.
S.W.M. - Zoned HWY-1	.1.2 Ac.	Parks, Open Space & S.W.M. - Zoned R-3	.3.6 Ac.

BIKE TRAIL
8.20 Miles of Trails
43,295 Linear Feet

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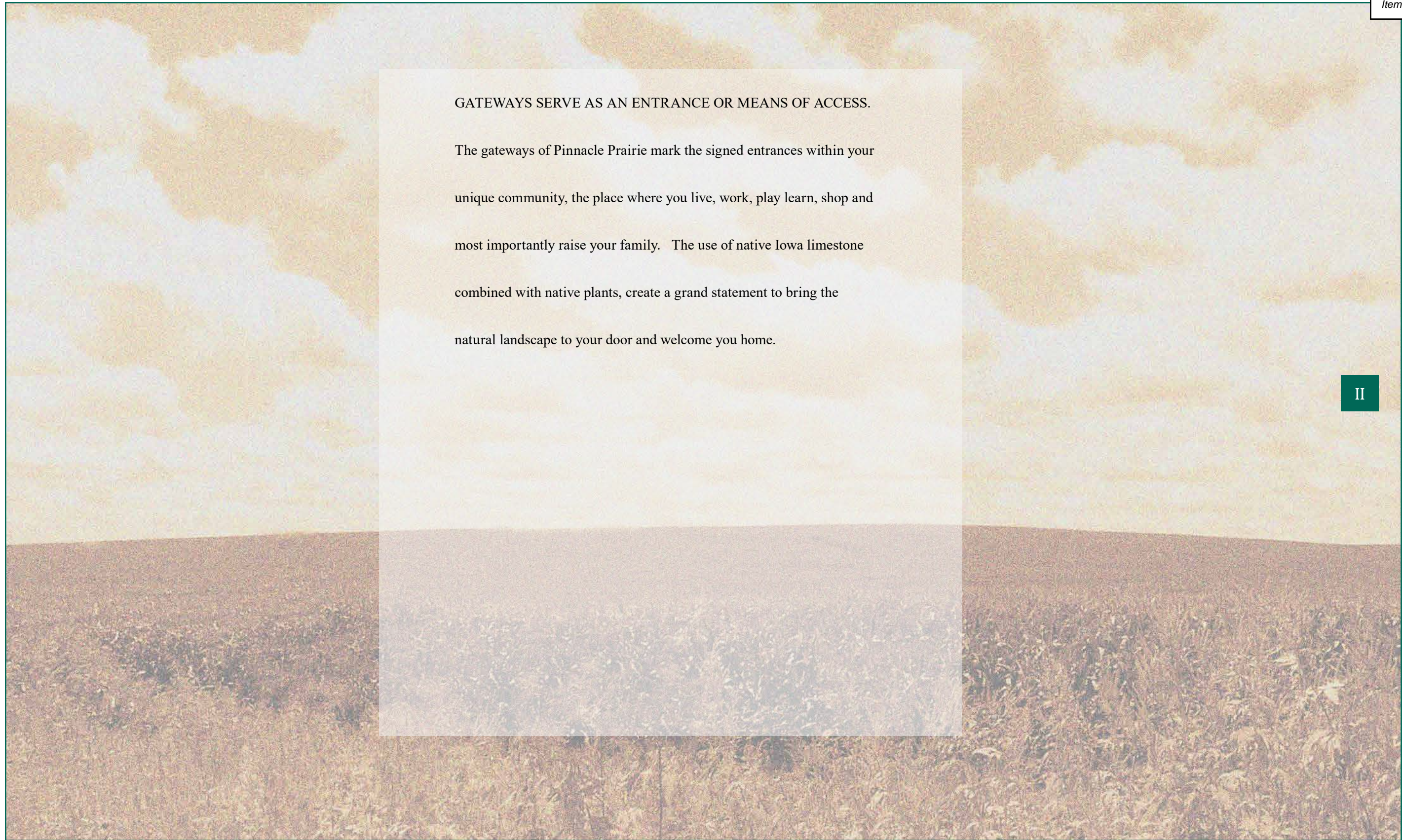
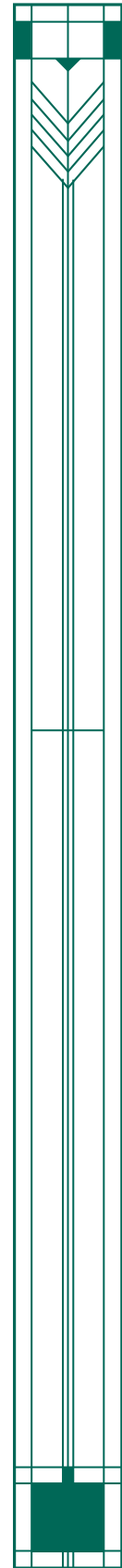
MASTER PLAN

LOCKARD
4501 Prairie Parkway, Cedar Falls, IA 50613
(319) 277-8000

Oster Partners

sda
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

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GATEWAYS SERVE AS AN ENTRANCE OR MEANS OF ACCESS.

The gateways of Pinnacle Prairie mark the signed entrances within your unique community, the place where you live, work, play learn, shop and most importantly raise your family. The use of native Iowa limestone combined with native plants, create a grand statement to bring the natural landscape to your door and welcome you home.

II



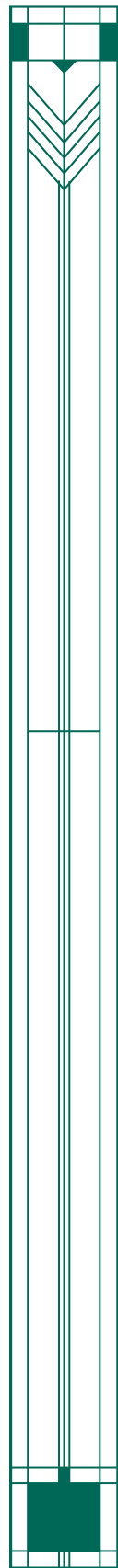
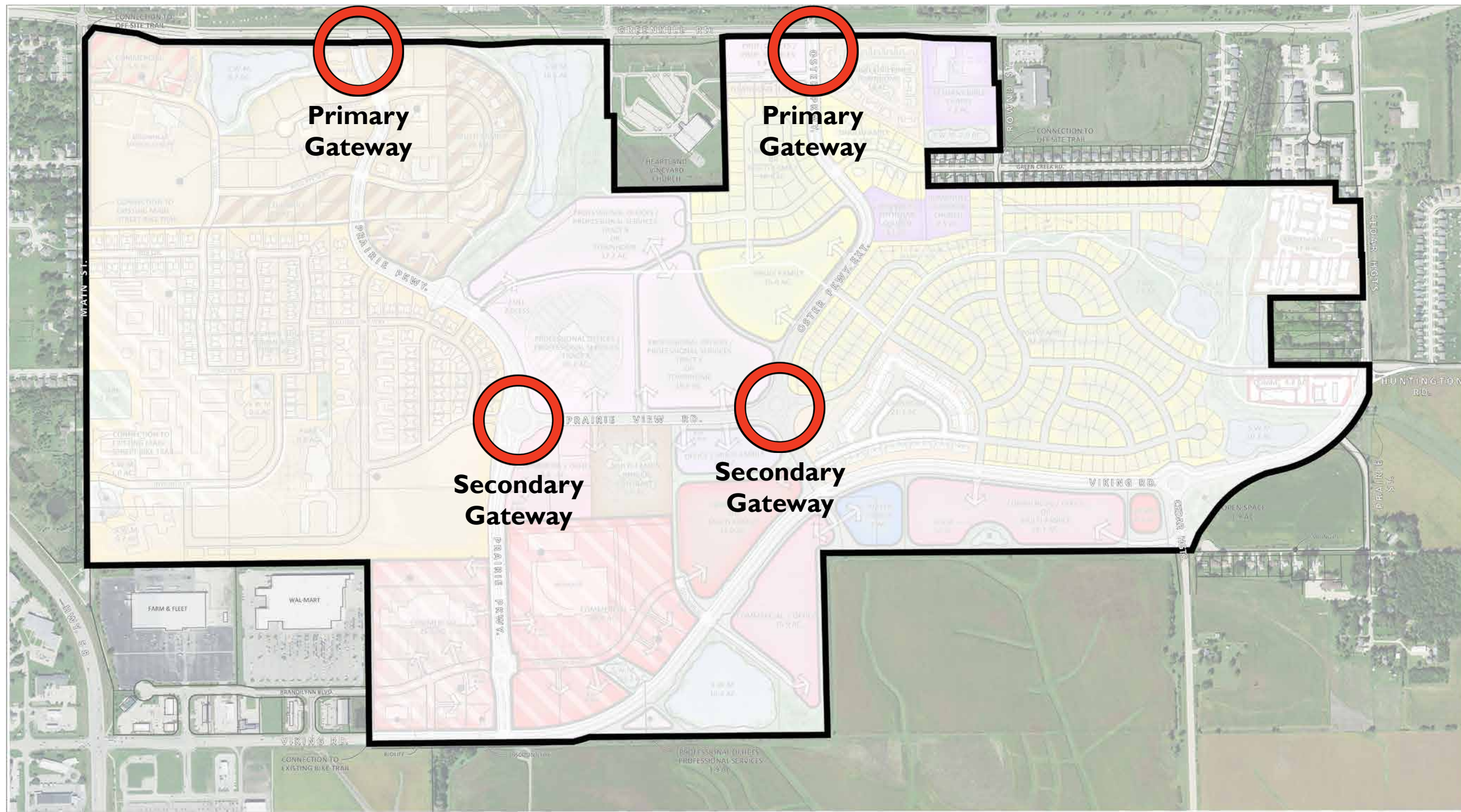
PINNACLE PRAIRIE

Cedar Falls, Iowa

The Community Gateway

Date:
March 8, 2021





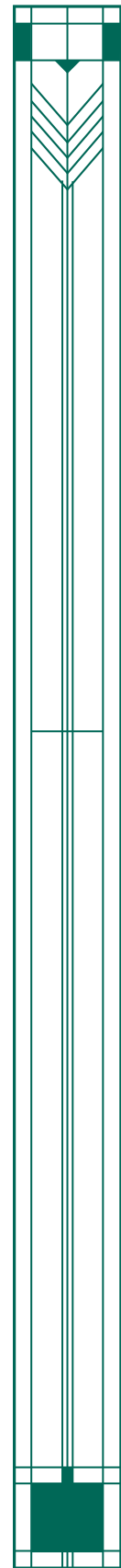
**PINNACLE
PRAIRIE**

Cedar Falls, Iowa

The Community Gateway - Key Map

Date:
March 8, 2021

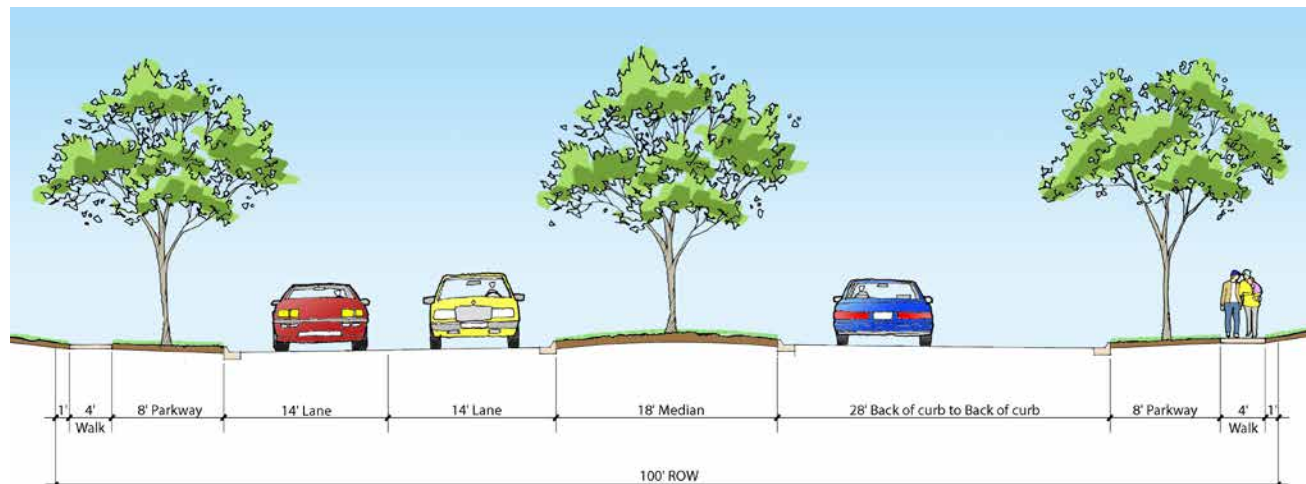




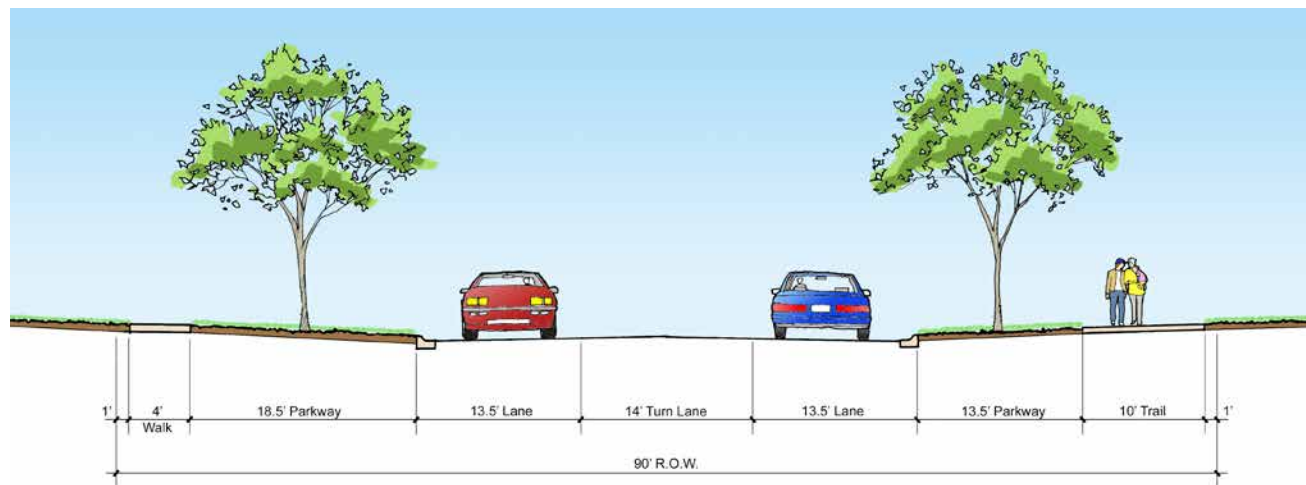
- 1. Prairie Parkway entry sign
- 2. Typical Oster Parkway section
- 3. Typical Prairie View Rd. section



1



2



3

GATEWAYS:

The gateways are designed using naturally occurring Iowa limestone in large slabs. These will be used to create a limestone outcrop onto which the graphics will be placed.

Landscape materials will primarily be ornamental and native grasses to enhance the feeling that Pinnacle Prairie once was part of the multi-state tallgrass prairie that covered the entire state of Iowa. Plants like Big Bluestem (also called Turkey's foot), Little Bluestem, Cordgrass, Coneflower and Cardinal Flower that once dominated the landscape will dominate the "Gateway."

3



PINNACLE PRAIRIE

Cedar Falls, Iowa

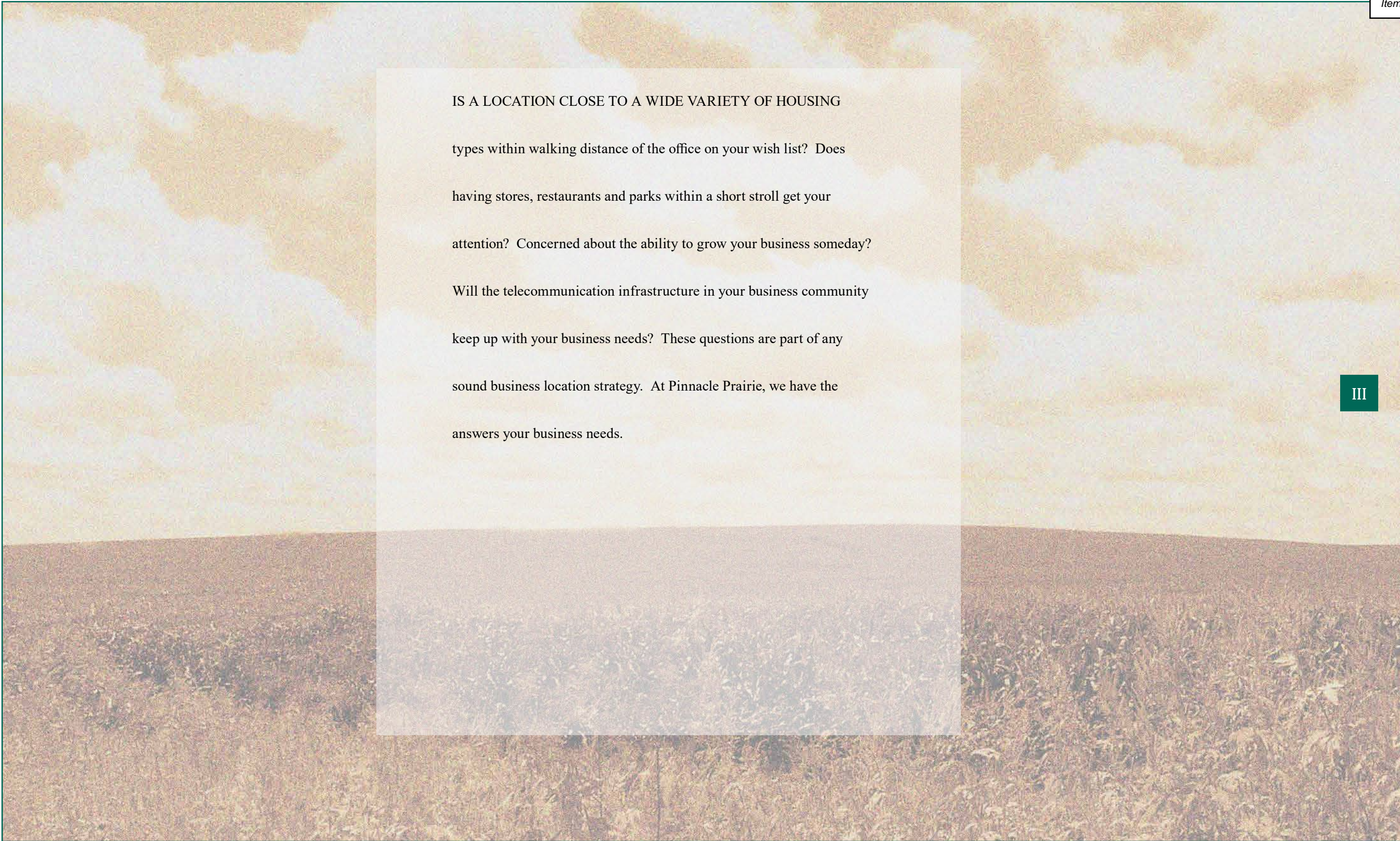
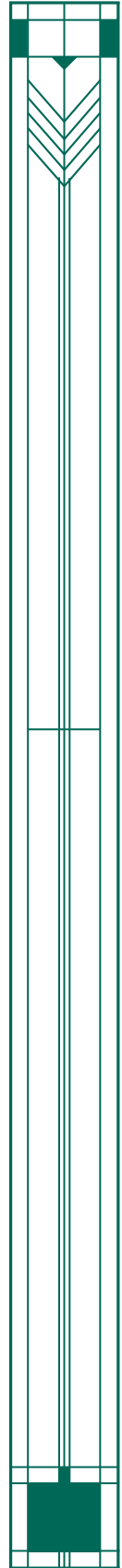
The Community Gateway

Date:
March 8, 2021



IS A LOCATION CLOSE TO A WIDE VARIETY OF HOUSING types within walking distance of the office on your wish list? Does having stores, restaurants and parks within a short stroll get your attention? Concerned about the ability to grow your business someday? Will the telecommunication infrastructure in your business community keep up with your business needs? These questions are part of any sound business location strategy. At Pinnacle Prairie, we have the answers your business needs.

III



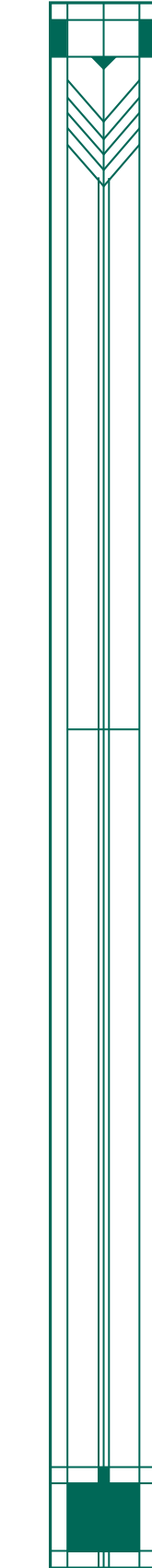
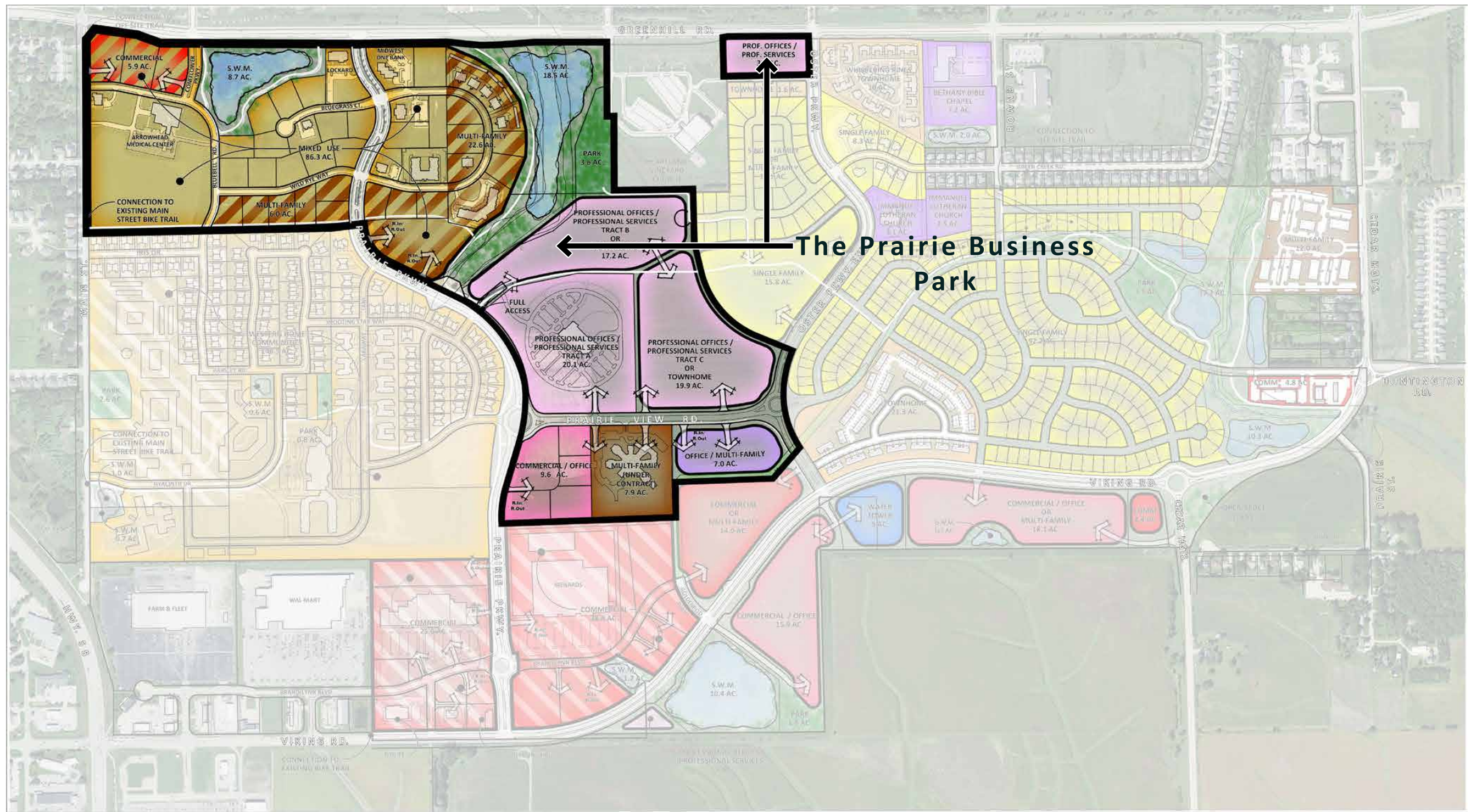
**PINNACLE
PRAIRIE**

Cedar Falls, Iowa

The Prairie Business Park

Date:
March 8, 2021





**PINNACLE
PRAIRIE**

Cedar Falls, Iowa

The Prairie Business Park - Key Map

Date:
March 8, 2021



1-5. Typical Architecture



1



2



3



4



5

PRAIRIE BUSINESS PARK USES

1. General Office
Corporate
Multi-story Rental / Condo
Individual users-Architects, Attorneys, etc.
2. Office / Research
3. Corporate Campus
4. Neighborhood Commercial
Grocery Store
Cleaner
Bakery
Card Shop
5. Convenience Store
6. Gas Station
7. Medical / Dental
8. Financial
9. Ancillary Uses
Drugstore
Medical Supplies
10. Restaurant at appropriate locations
11. Multi-Family Residential
(For Multi-Family design standards, see page 13, The Villages - Multi-Family)
12. Townhomes
(For Townhome design standards, see page 12, The Villages - Attached Single-Family)

BUILDINGS

Buildings will be of brick or naturally occurring stone to accentuate the prairie character of the Park.

The architectural design of the buildings located in the 3.3 acre Professional Offices / Professional Services area at the southwest corner of Greenhill Rd. and Oster Parkway will use the existing nearby residential styles as the basis for their design on all side of the buildings

1. Brick will be as manufactured by: Glen-Gery Brick or equal.
2. Stone for bases and plinths shall be Anamosa limestone or equal.
3. Windows shall be Bronze or Champagne to blend with the color choice of the brick.

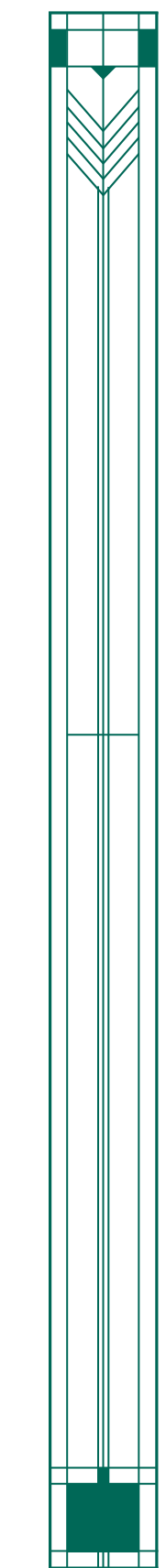
BUILDING SITING

1. Buildings will be sited on the lot so that the primary building elevation is oriented to the street, with primary parking facilities encouraged in the rear and softened by landscaping or berming. This is intended to present the natural landscape to the visitor rather than a parking lot.
2. Buildings are to take advantage of the terrain rather than creating a flat plane. This may mean that a building may appear as a one-story structure along the street, but may be two stories in the rear, with the main parking lot entry at the lower level.
3. Buildings on corner lots will be

placed at corner setbacks with parking encouraged to the rear.

PRIMARY PARKING LOTS

1. Primary parking lot placement will be encouraged to the rear of the building and will contain landscape islands for the placement of shade trees and lighting. If primary parking lots are located in the front, enhanced landscaping will be required around the perimeter. Parking lot islands shall be a minimum of 10' from back of curb to back of curb.
2. Number of parking spaces will be per Cedar Falls ordinance for the appropriate use.
3. Landscape plantings shall provide for shade and ornamental trees, deciduous and evergreen shrubs and evergreen trees along the periphery.
4. Where parking lots for the Business Center about residential uses, a minimum 48" screen planting is required at installation. Plantings shall reach a maximum of 6' at maturity, and can be deciduous, evergreen or a mix and shall be upright in growth habit so as to minimize maintenance.



PINNACLE PRAIRIE

Cedar Falls, Iowa

The Prairie Business Park

Date:
March 8, 2021





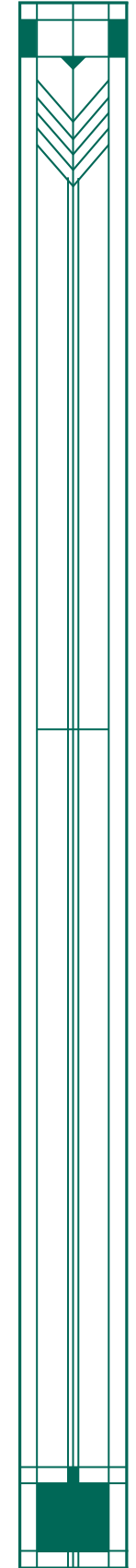
Green Lantern Hanging Lantern



Green Lantern Box Downlight



PRAIRIE BUSINESS PARK (West of Prairie Parkway)



Bronze/Brown or Green Box Downlight



Bronze/Brown or Green Box Downlight LED



Bronze/Brown or Green Lantern pole mounted



PRAIRIE BUSINESS PARK (East of Prairie Parkway) and PRAIRIE COMMERCIAL DISTRICT

6

Notes:

- The lighting fixtures illustrated are to be used in the undeveloped non-residential areas as depicted.
- All light poles shall be the same or shorter than the height of the building to which they are accessory.



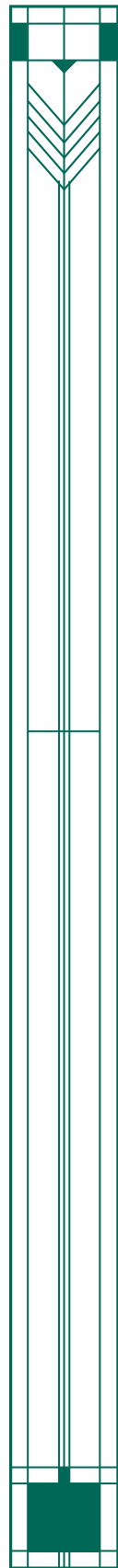
PINNACLE PRAIRIE

Cedar Falls, Iowa

The Prairie Business Park - Lighting

Date:
March 8, 2021





- 1. Typical site and landscape plan
- 2. Typical identity monument
- 3. Character of parking area landscape screening



1



2



3

LANDSCAPE

The intent of the landscape is to set Pinnacle Prairie apart from other developments and to bring the built environment into harmony with the natural environment. Therefore, materials to be used will include:

1. Hardscape
 - Retaining or decorative walls will be constructed of naturally occurring fieldstone or quarried limestone in color and texture to blend with the building.
 - Decorative paving will be clay brick also in colors to blend the structure into the landscape.
2. Irrigation required in all front yards to ensure that plant material thrives along all major streets.
3. **Plant Types** - Shade trees, ornamental trees, evergreen trees, deciduous and evergreen shrubs, perennials and grasses shall be ornamental and native species capable of thriving in USDA Plant Hardiness Zones 4a and 5b.

- **Street trees:** all streets will have parkway trees at 50' on center spacing and minimum 2.5" caliper size at installation.
- **Shade trees:** shall be 2.5"-4" caliper with no more than 50% of the trees in any one caliper size.
- **Ornamental trees:** Ornamental trees shall vary in height from 6'-10' and generally shall be used in multi-stem form.

- **Evergreen trees/shrubs:** Evergreens shall be a mix of 6'-10' in height at time of installation with no more than 50% of any one size. Shrubs shall be a minimum of 30" in height or spread depending on species.
- **Deciduous shrubs:** shrubs shall be a minimum 24" in height at time of planting.
- **Perennials / grasses:** these are the preferred plant for the landscape, as they require little maintenance or irrigation. Plantings shall be minimum of 1/2 gallon containers at time of installation and spaced 18" on center.
- 4. **Planting Quantities** – In keeping with the vision to distinguish Pinnacle Prairie from other developments, planting quantities shall generally be 10-15% greater than that required by City ordinances.

SIGNAGE

Monument signs shall be of the size detailed herein and shall be made of native limestone or equal. Corporate logos may be incorporated into the sign face and lettering shall be no more than 24" in height unless the building size exceeds 10,000 square feet. In this case the lettering size will be determined by the Cedar Falls ordinance.

Secondary signage will be allowed at the main entry of the building.

Graphics will match monument sign and be no more than 18" in height.

COMMON AREA ASSOCIATION

Each site owner will be a member of the Business Center Association as well and the overall Master Pinnacle Prairie Association for the maintenance of common areas, stormwater management basins, gateways and common open space.



PINNACLE PRAIRIE

Cedar Falls, Iowa

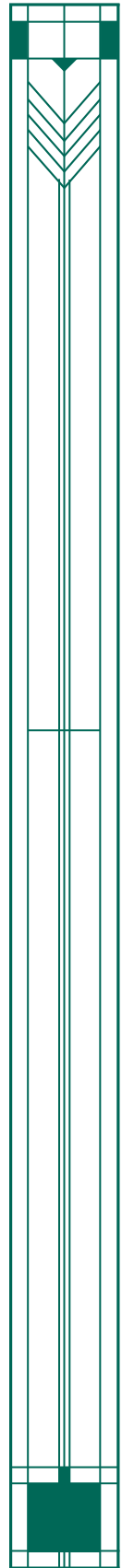
The Prairie Business Park

Date:
March 8, 2021



CONVENIENT, ACCESSIBLE AND DIVERSE. The Pinnacle Prairie Commercial District will provide for regional retail shopping areas. Residents of Pinnacle Prairie will benefit from the nearby opportunity to buy groceries, clothes, home improvement, and recreational goods.

IV



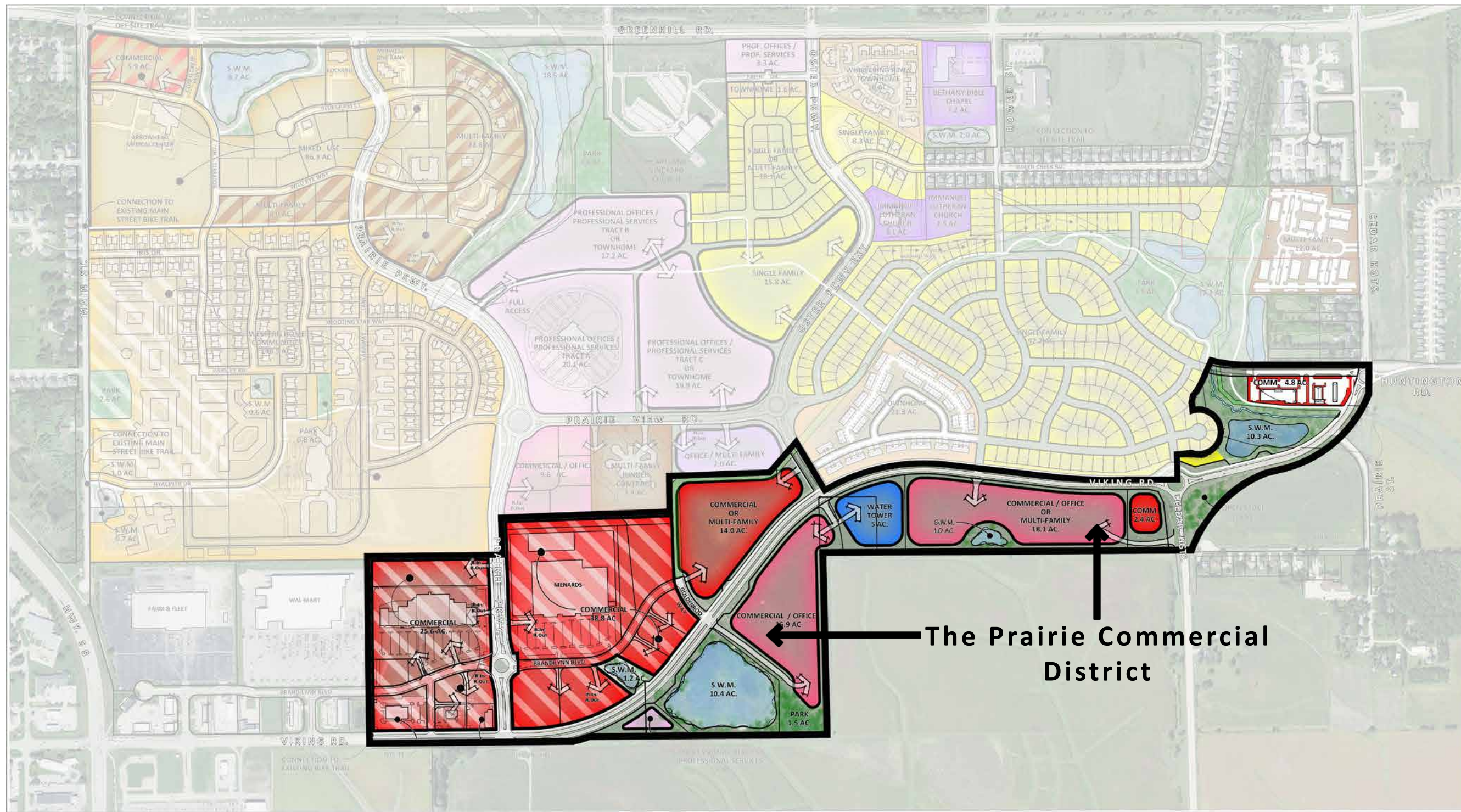
**PINNACLE
PRAIRIE**

Cedar Falls, Iowa

The Prairie Commercial District

Date:
March 8, 2021





The Prairie Commercial District

I-4. Typical Architectural style



PRAIRIE COMMERCIAL DISTRICT USES

- 1. Regional Commercial
 - Shopping Centers
 - Hotels / Motels
 - Restaurants
 - Service Stations
 - Retail Uses
 - Office / Research
 - Corporate Campus
- 2. Neighborhood Commercial
 - Grocery Store
 - Cleaner
 - Bakery
 - Card Shop
 - Convenience Store
 - Gas Station
 - Multi-family Residential (For Multi-Family design standards, see page 13, The Villages - Multi-Family)

BUILDINGS

Buildings and structures should be built primarily of brick, naturally occurring fieldstone or quarried limestone with colors, designs and patterns that highlight the natural color palette and textures of rural Iowa and the prairie character of the District while still allowing for corporate branding and theming to come through in the overall design.

- 1. Brick will be as manufactured by: Glen-Gery Brick or equal.
- 2. Stone for bases and plinths shall be Anamosa limestone or equal.
- 3. Cultured Stone or approved equal shall be allowed in lieu of natural stone & full brick.
- 4. Windows shall be Bronze or Champagne to blend with the color choice of the brick.

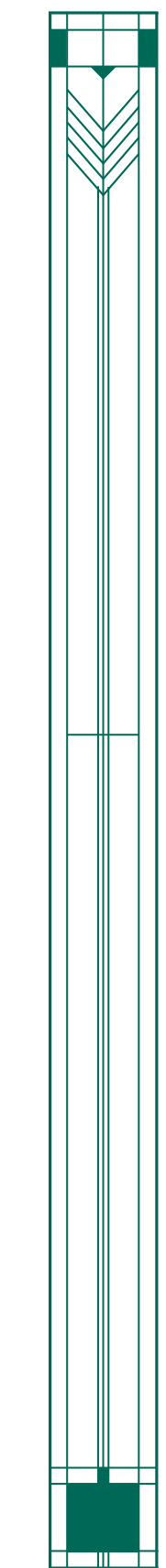
BUILDING SITING

- 1. Buildings within the Commercial Zoned HWY-1 areas will be sited to accentuate their prominence along Viking Road while taking advantage of the natural terrain and vistas when possible. Landscaping of these uses should emphasize natural and flowing movements and are not intended to block the view from Viking Road.
- 2. Buildings within the Commercial, Professional Services and Office areas will be sited on the lot so that the primary building elevation is oriented to the street, with primary parking facilities encouraged in the rear and softened by landscaping or berming. This is intended to present the natural landscape to the visitor rather than a parking lot.
- 3. The siting of buildings within the Professional Services and Office should take advantage of the terrain rather than creating a flat plane. As an example, a building may appear as a one-story structure along the street, but may be two stories in the rear, with the main parking lot entry at the lower level or vice versa.

PARKING LOTS

- 1. Parking lot placement within the Commercial Zoned HWY-1 areas will be allowed in the front of the building and will contain landscape islands for the placement of shade trees

- and lighting, in accordance with City of Cedar Falls requirements.
- 2. Parking lot placement within the Commercial, Professional Services and Office will be encouraged to the rear of the building and will contain landscape islands for the placement of shade trees and lighting.
- 3. If primary parking lots are located in the front, enhanced landscaping will be required around the perimeter. Parking lot islands shall be a minimum width of 10' from back of curb to back of curb.
- 4. Number of parking spaces will be per Cedar Falls ordinance for the appropriate use.
- 5. Landscape plantings shall include shade and ornamental trees, deciduous and evergreen shrubs and evergreen trees along the periphery.
- 6. Where parking lots for the Prairie Commercial District abut residential uses, a minimum 48" high screen planting is required at installation. Plantings shall reach a maximum of 6' at maturity, and can be deciduous, evergreen or a mix and shall be upright in growth habit so as to minimize maintenance.





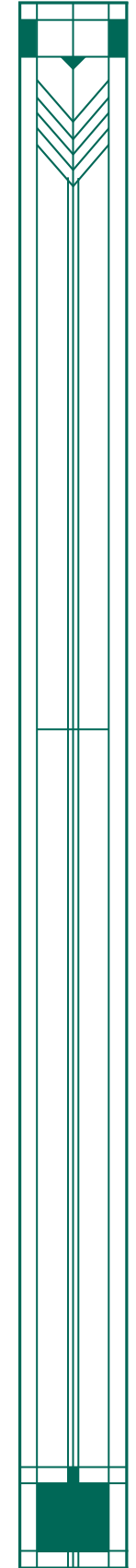
Green Lantern Hanging Lantern



Green Lantern Box Downlight



PRAIRIE BUSINESS PARK (West of Prairie Parkway)



Bronze/Brown or Green Box Downlight



Bronze/Brown or Green Box Downlight LED



Bronze/Brown or Green Lantern pole mounted



PRAIRIE BUSINESS PARK (East of Prairie Parkway) and PRAIRIE COMMERCIAL DISTRICT

Notes:

- The lighting fixtures illustrated are to be used in the undeveloped non-residential areas as depicted.
- All light poles shall be the same or shorter than the height of the building to which they are accessory.



I-4. Site & Parking Lot Landscaping



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LANDSCAPE

The intent of the landscape is to set Pinnacle Prairie apart from other developments and to bring the built environment into harmony with the natural environment. Therefore, materials to be used will include:

1. Hardscape
 - Retaining or decorative walls will be constructed of naturally occurring fieldstone or quarried limestone in color and texture to blend with the building.
 - Decorative paving will be clay brick also in colors to blend the structure into the landscape.
2. Irrigation required in all front yards to ensure that plant material thrives along all major streets.
3. Plant Types - Shade trees, ornamental trees, evergreen trees, deciduous and evergreen shrubs, perennials and grasses shall be ornamental and native species capable of thriving in USDA Plant Hardiness Zones 4a and 5b.

- **Street trees:** all streets will have parkway trees planted at the rate of 1 tree per 80' of street frontage and minimum 2.5" caliper size at installation.
- **Shade trees:** shall be 2.5"-4" caliper with no more than 50% of the trees in any one caliper size.
- **Ornamental trees:** Ornamental trees shall vary in height from 6'-10' and generally shall be used in

multi-stem form.

- **Evergreen trees/shrubs:** Evergreens shall be a mix of 6'-10' in height at time of installation with no more than 50% of any one size. Shrubs shall be a minimum of 30" in height or spread depending on species.
- **Deciduous shrubs:** shrubs shall be a minimum 24" in height at time of planting.
- **Perennials / grasses:** these are the preferred plant for the landscape, as they require little maintenance or irrigation. Plantings shall be minimum of 1/2 gallon containers at time of installation and spaced 18" on center. Planting Quantities – In keeping with the vision to distinguish Pinnacle Prairie from other developments, planting quantities shall generally be 10-15% greater than that required by City ordinances.

SIGNAGE

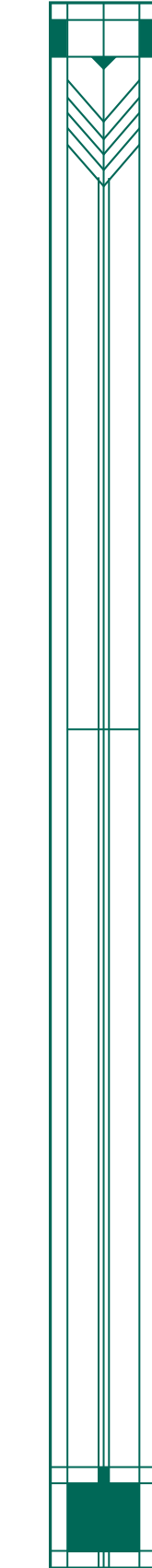
Monument signs shall be of the size detailed herein and shall be made of brick, naturally occurring fieldstone or quarried limestone designs and patterns that highlight the natural color palette and textures of rural Iowa the signs should reflect the prairie character of the District while still allowing for corporate branding and theming to come through in the overall design and to blend with the building. Corporate logos may be incorporated into the sign face, and lettering shall be no more than

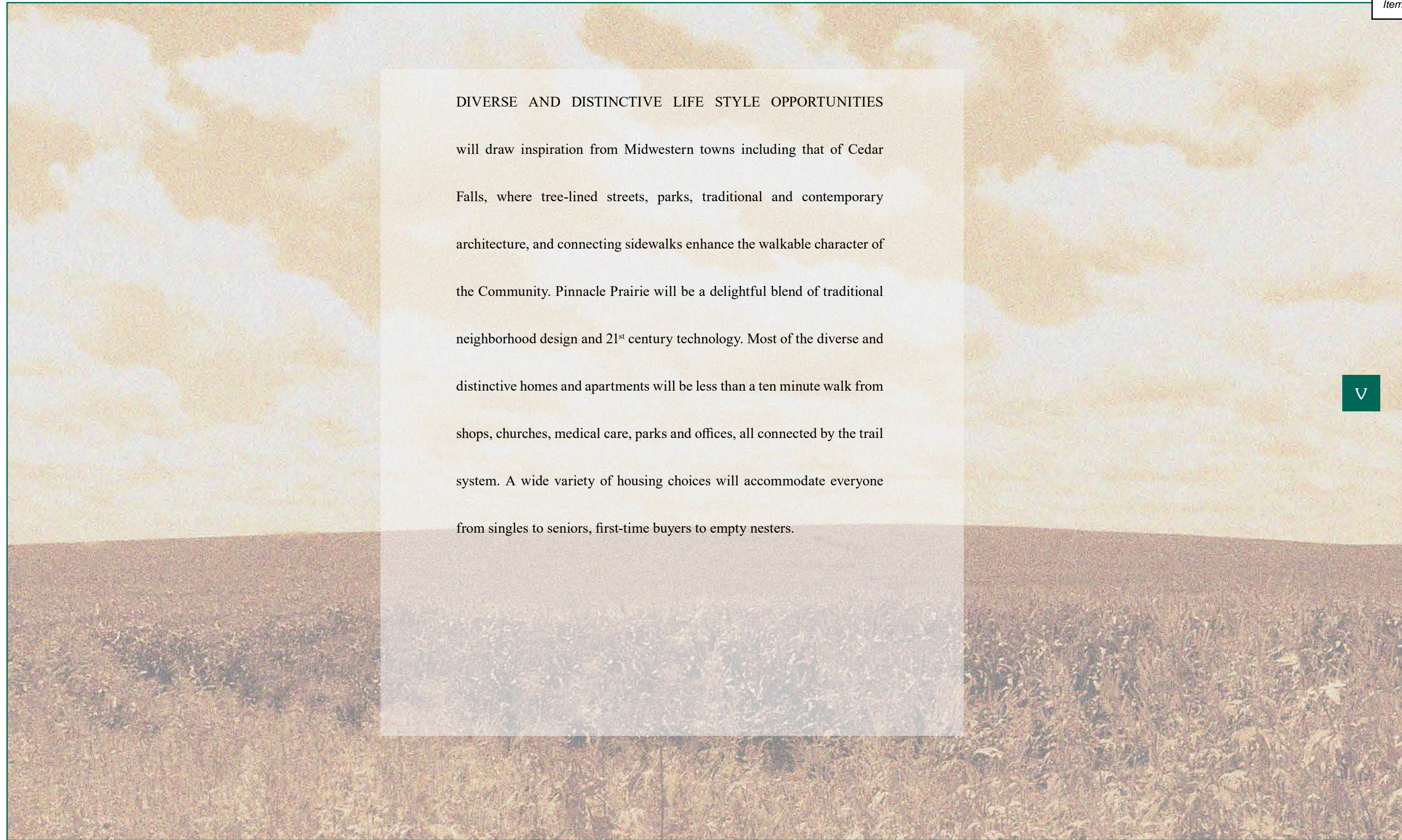
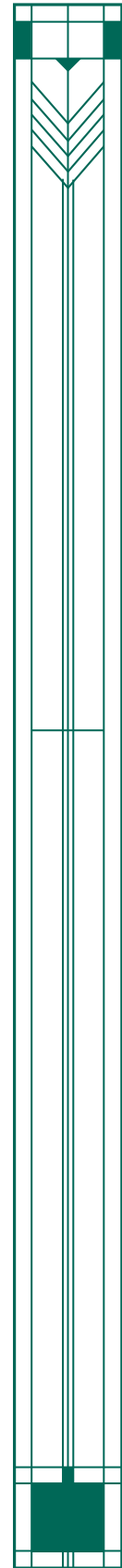
24" in height unless the building size exceeds 10,000 square feet. In this case the lettering size will be determined by the Cedar Falls ordinance.

Secondary signage will be allowed at the main entry of the building. Graphics will match the monument sign and be no more than 18" in height.

COMMON AREA ASSOCIATION

Each site owner will be a member of the Business Center Association as well and the overall Master Pinnacle Prairie Association for the maintenance of common areas, stormwater management basins, gateways and common open space.





DIVERSE AND DISTINCTIVE LIFE STYLE OPPORTUNITIES

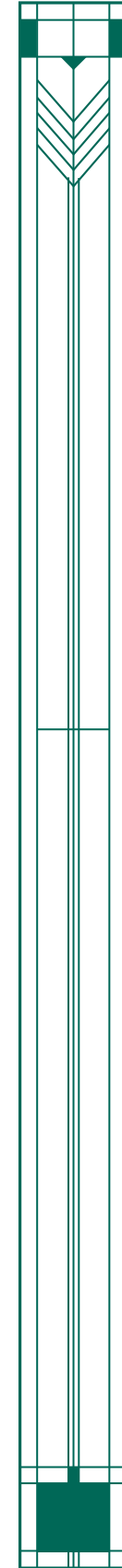
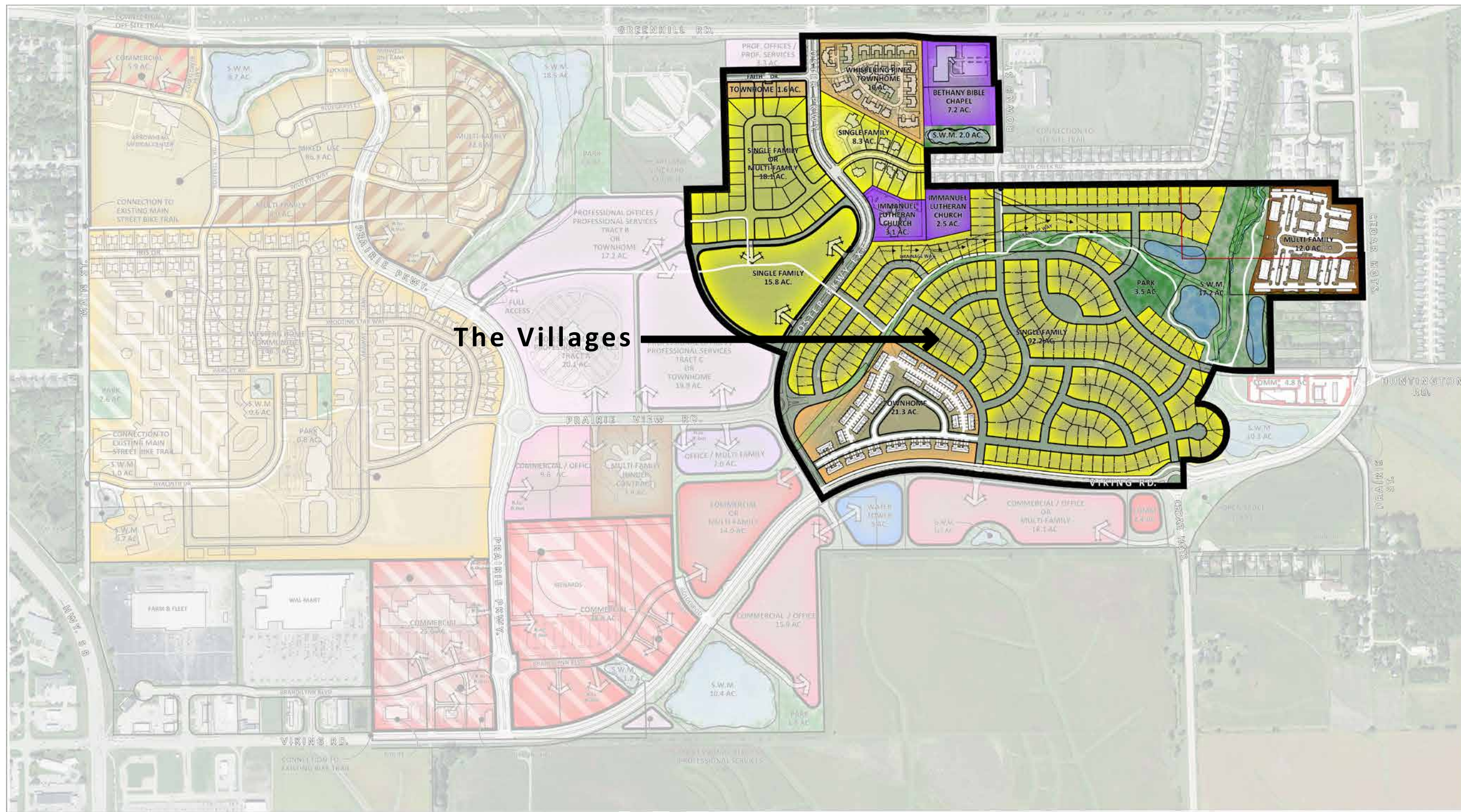
will draw inspiration from Midwestern towns including that of Cedar Falls, where tree-lined streets, parks, traditional and contemporary architecture, and connecting sidewalks enhance the walkable character of the Community. Pinnacle Prairie will be a delightful blend of traditional neighborhood design and 21st century technology. Most of the diverse and distinctive homes and apartments will be less than a ten minute walk from shops, churches, medical care, parks and offices, all connected by the trail system. A wide variety of housing choices will accommodate everyone from singles to seniors, first-time buyers to empty nesters.



PINNACLE PRAIRIE
Cedar Falls, Iowa

The Villages
Date:
March 8, 2021





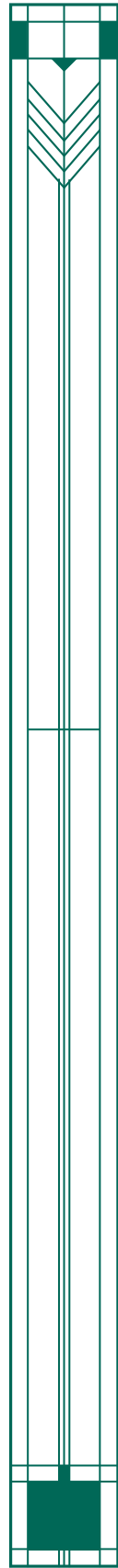
**PINNACLE
PRAIRIE**

Cedar Falls, Iowa

The Villages - Key Map

Date:
March 8, 2021





- 1. Entry Level Single Family
- 2. Entry Level Single Family
- 3. Move - Up Single Family
- 4. Move - Up Single Family
- 5. Upper / Custom Single Family
- 6. Upper / Custom Single Family



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SINGLE FAMILY

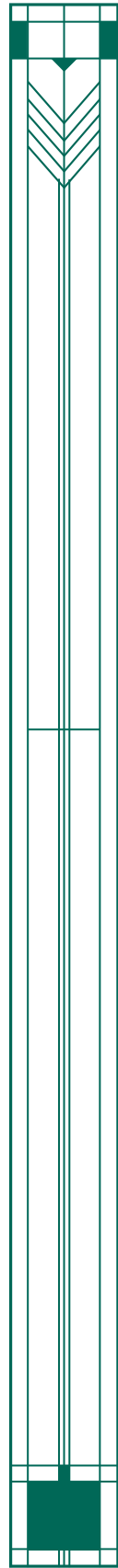
The single-family neighborhoods will be a blend of traditional homes and contemporary design. Each neighborhood will have a mix of lot sizes and architectural styles.

1. Minimum single story home shall be 1,200SF.
2. Minimum two story home shall be 1,600SF with a minimum first floor of 800SF.
3. Sideyard setback shall be 5'. All other setback requirements shall be per Cedar Falls ordinance
4. Fencing shall be per Cedar Falls ordinance. If chain link is used, it shall be black vinyl clad.
5. Garages that are separate from the main structure or attached by means of a garden room may have a second floor "granny flat" or work room with separate access.
6. Building Materials:
 - Exterior walls:
 - Siding; wood or vinyl clapboard
 - Brick; color range from red to brown and sand
 - Wood shingle
 - Native limestone
 - Hardi Plank
 - Cultured Stone
 - Roofing:
 - Composite shingles 30 year minimum
 - Wood shingles / shakes
 - Slate
 - Synthetic shake shingles
 - Metal roofing is not allowed

7. Landscape

- Hardscape patios shall be brick or concrete
- Wood decks shall be a natural color.
- Planting: Each single-family home shall have a minimum \$2,500 landscape package. The package shall consist of one 2.5" caliper shade tree in the rear yard; one 7'H. ornamental or evergreen tree in the front yard and a mix of shrubs, perennials and grasses.
- Street trees: Street trees shall be a minimum of 2.5" caliper and shall be planted in the parkway at the rate of one (1) tree per lot. On corner lots, two (2) street trees per lot shall be required.
- Perimeter: Where single-family lots abut a community road, a minimum 10' wide buffer planting will be provided. Buffer area shall include berming and planting. Berms shall be meandering and range in height from 2'-4'. Plantings shall be a mix of shade trees, ornamental and evergreen trees and shrubs and perennials. At time of planting, plants shall provide a minimum of 25% visual screen to the homes.

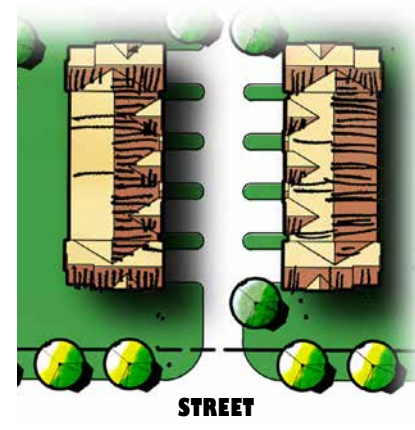




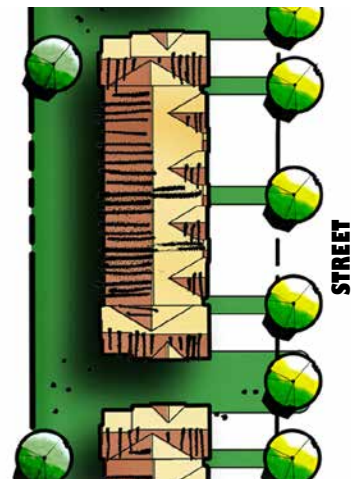
1. Alley loaded townhome style unit
2. Typical plan view showing alley loaded townhome style unit
3. Typical plan view showing traditional townhome style unit
4. Traditional townhome style unit



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ATTACHED SINGLE-FAMILY

The attached single-family neighborhoods will be a blend of traditional town homes and alley loaded court homes. Each neighborhood can have a mix of unit types and may have a mix of traditional and alley loaded homes.

1. Minimum single story home shall be 1,050SF.
2. Minimum two story home shall be 1,250SF.
3. Setback requirements shall be per Cedar Falls ordinance
4. Building Materials:

Exterior walls:

- Siding; wood or vinyl clapboard
- Brick; color range from red to brown and sand
- Wood shingle
- Native limestone
- Hardi Plank
- Cultured Stone

Roofing:

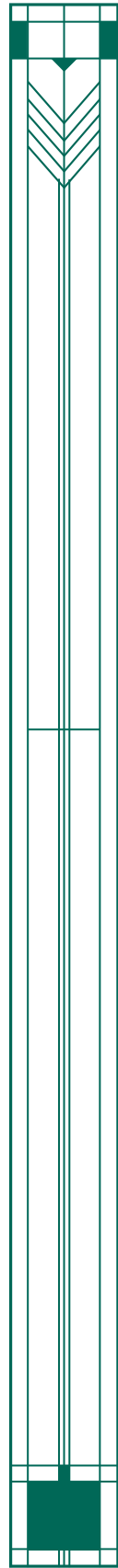
- Composite shingles 30 year minimum
- Wood shingles / shakes
- Slate
- Synthetic shake shingles
- Metal roofing is not allowed

5. Landscape

- Hardscape patios shall be brick or concrete
- Wood decks shall be a natural color.
- Planting: Each unit shall have a minimum \$1,500 landscape package. Plants are encouraged to be native species or hybrids of native species.
- Street trees: Street trees shall

be a minimum of 2.5" caliper and shall be planted in the parkway at the rate outlined in Cedar Falls ordinances.





1. Typical 3-story multi-family units with underground parking
2. Typical 4-story multi-family units with underground parking
3. Typical 3-story multi-family units with at grade garage parking
4. Typical 3-story multi-family units with underground parking
5. Typical 3-story multi-family units with at grade garage parking



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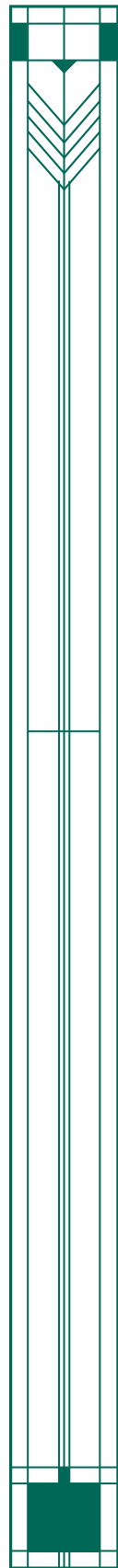
MULTI-FAMILY

The multi-family neighborhoods may be a blend of rental and condominium units. Each neighborhood is intended to provide housing opportunities for those who do not wish to own a traditional home or town home or do not wish to purchase at their particular time in life.

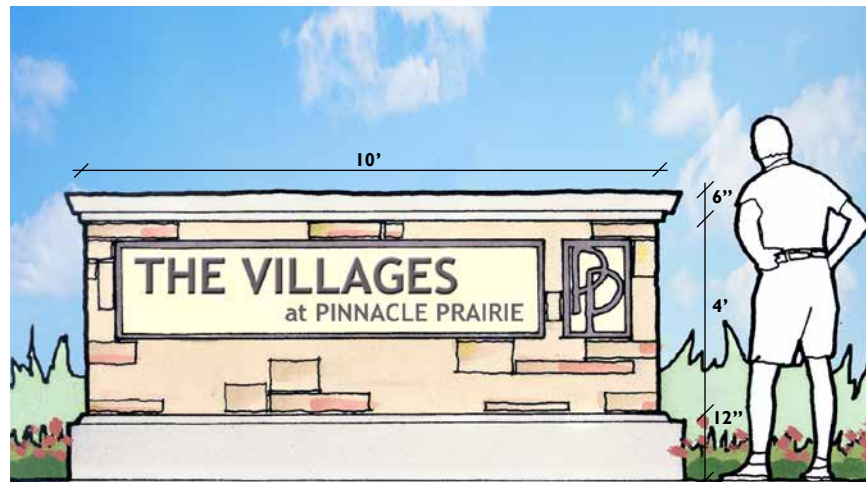
1. Minimum unit size shall be 850SF.
2. Setback requirements shall be per Cedar Falls ordinances
3. Garages will be provided for minimum of 50% of all units. Garages may be internal to the main structure or in a separate location near the building.
4. Building Materials:
 - Exterior walls:
 - Siding; wood or vinyl clapboard
 - Brick; color range from red to brown and sand
 - Stucco / plaster
 - Wood shingle
 - Native limestone
 - Cultured Stone or approved equal shall be allowed in lieu of natural stone & full brick.
 - Roofing:
 - Composite shingles 30-year minimum
 - Wood shingles / shakes
 - Slate
 - Synthetic shake shingles
 - Metal roofing is not allowed.
6. Landscape
 - Hardscape patios shall be brick or concrete
 - Decks shall be cedar or redwood

- Planting: Each unit shall have a minimum \$1,000 landscape package exclusive of sod or seed cost. Plants are encouraged to be native species of hybrids of native species.
- Street Trees: Street trees shall be a minimum of 2.5" caliper and shall be planted in the parkway at the rate of one (1) tree per 50' of frontage.
- Perimeter: Where multi-family lots abut a community road, a minimum 10' buffer planting area will be provided. Buffer will include berming and planting. Berms shall be meandering and range in height from 4'-8'. Plantings shall be a mix of shade trees, ornamental and evergreen trees, shrubs and perennials. At time of planting, plants shall provide a min. of 20% visual screen to the homes.

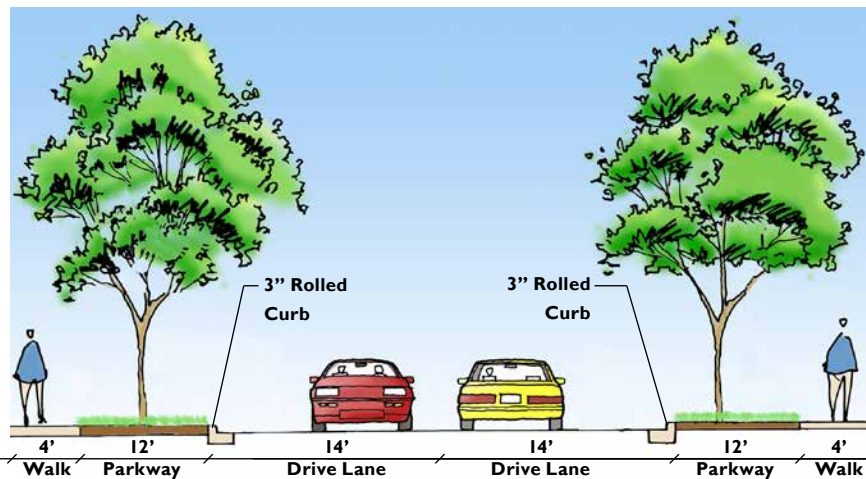




- 1. Typical residential neighborhood sign
- 2. Typical street section
- 3. Typical neighborhood park showing trail connection



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SIGNAGE

Signage will be allowed for each neighborhood and may be located at each entry from a community road.

Graphics may contain a logo and text may be no more than 24" in height.

- Placement will be as shown herein.
- Graphic fonts will be at purchaser's discretion.
- Advertising or other miscellaneous signage, except directional signs will not be allowed.

Signs will be constructed in accordance with the accompanying design. Materials will be native Anamosa limestone to match the "Community Gateway" shown elsewhere in this document.

PARKS AND PATHWAYS

Pinnacle Prairie will be served by two parks. Each park will be developed with a tot lot, a sitting area with a 10'-12' shelter, and benches. A 6 foot pathway system will be developed throughout Pinnacle Prairie to provide bicycle and pedestrian connectivity between the various commercial and business uses, the open space amenities, and the neighborhoods of the project.

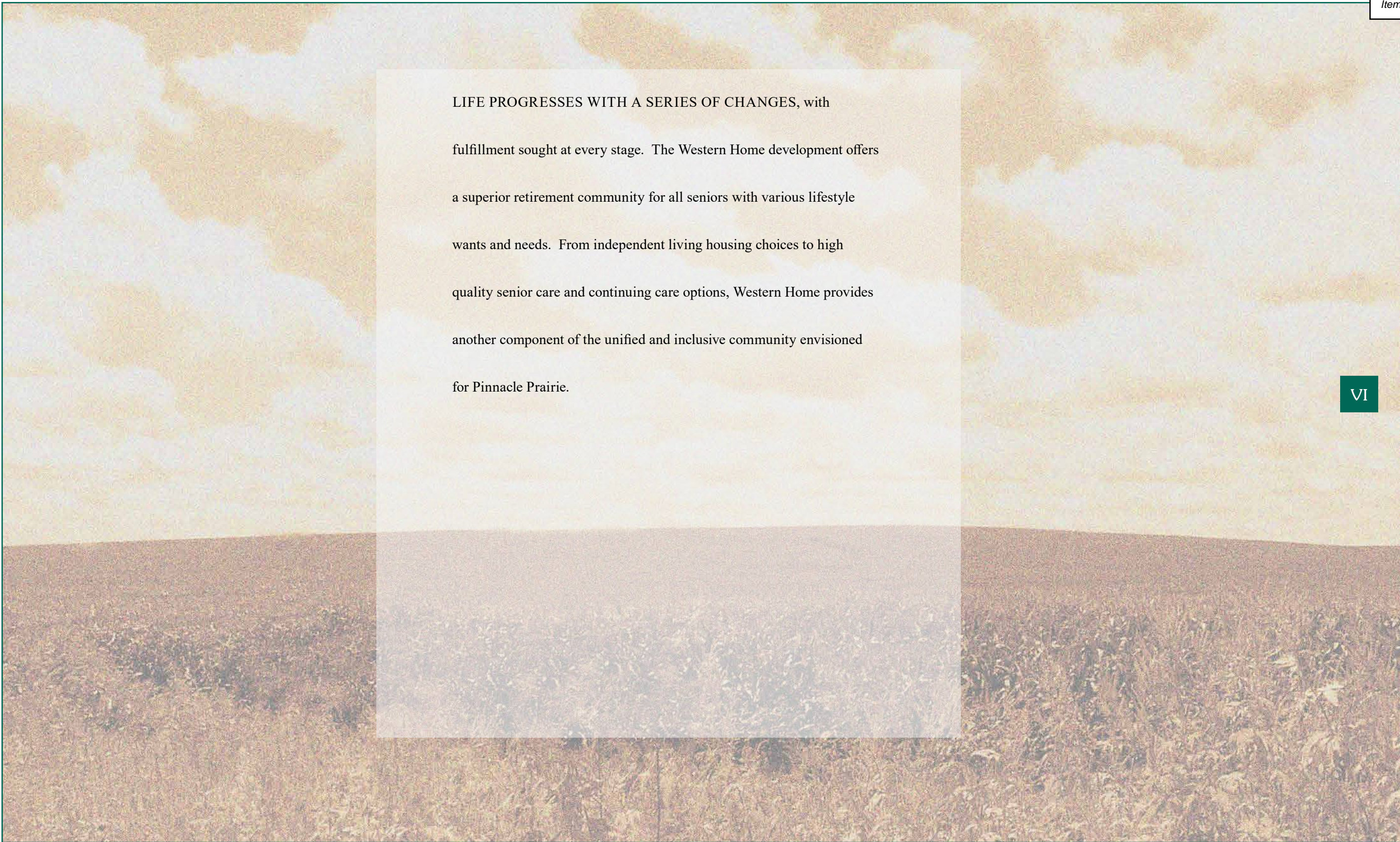
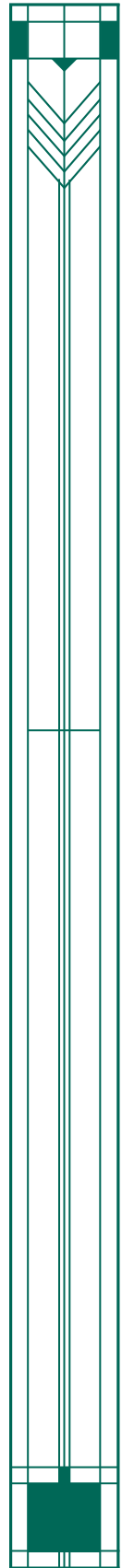
COMMON AREA ASSOCIATION

Each single family, attached single family and multi-family neighborhood will have a homeowners association for the maintenance of common areas, monument signage and buffers. Each residential area will also be part of the overall Master Pinnacle Prairie Association for the maintenance of the gateways, medians in major streets, stormwater management basins and parks.



LIFE PROGRESSES WITH A SERIES OF CHANGES, with fulfillment sought at every stage. The Western Home development offers a superior retirement community for all seniors with various lifestyle wants and needs. From independent living housing choices to high quality senior care and continuing care options, Western Home provides another component of the unified and inclusive community envisioned for Pinnacle Prairie.

VI



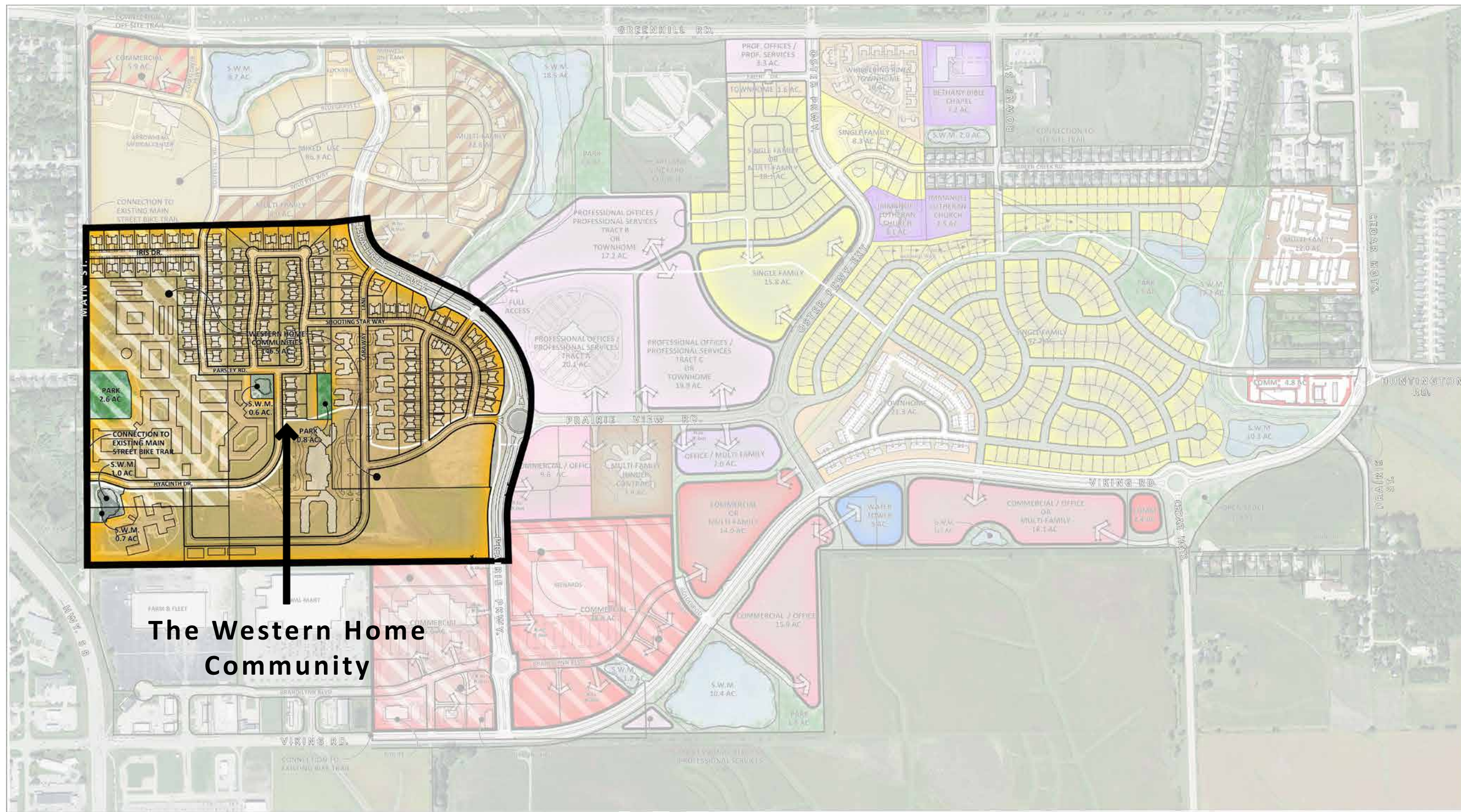
PINNACLE PRAIRIE

Cedar Falls, Iowa

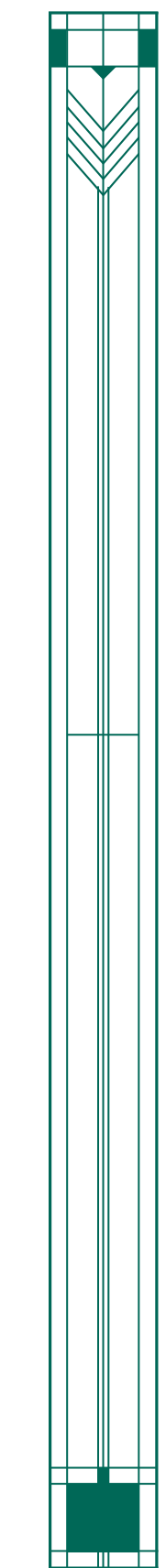
Western Home

Date:
March 8, 2021





The Western Home Community



**PINNACLE
PRAIRIE**

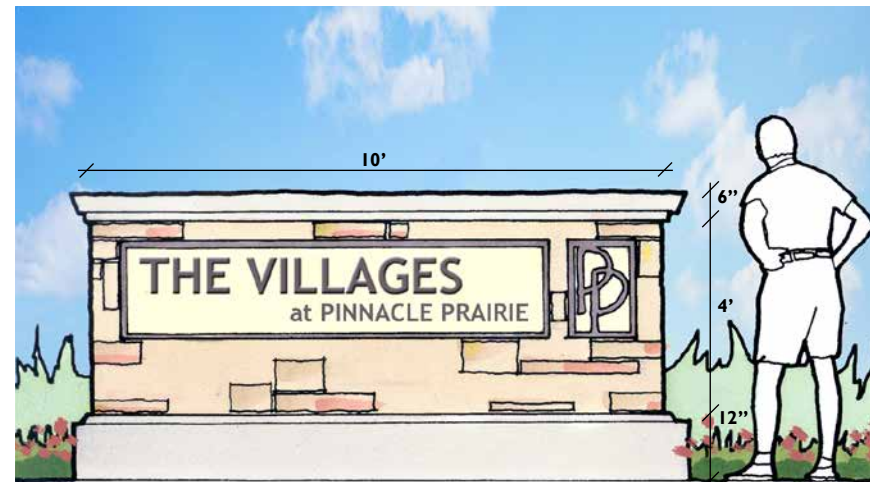
Cedar Falls, Iowa

Western Home - Key Map

Date:
March 8, 2021



- 1. Typical residential neighborhood sign
- 2. Western Home Master Plan



APPLICABILITY

The guidelines and standards within Western Home section of the General Design Guidelines shall be applicable to any land that is within 100' if Prairie Parkway.

BUILDINGS

Due to the importance of the Pinnacle Prairie frontage, all buildings will incorporate four sided architecture where the side and rear elevations of the homes or buildings will be of same quality of design and materials that are used on the front elevation.

LANDSCAPE

- Hardscape patios shall be brick or concrete
- Wood decks shall be a natural color.
- **Planting:** Each single-family home shall have a minimum \$2,000 landscape package. The package shall consist of one 2.5" caliper shade tree in the rear yard; one 7'H. ornamental or evergreen tree in the front yard and a mix of shrubs, perennials and grasses. Plants are encouraged to be native species or hybrids of native species.
- **Street trees:** Street trees shall be a minimum of 2.5" caliper and shall be planted in the parkway at the rate of one (1) tree per lot. On corner lots, two (2) street trees per lot shall be required.
- **Perimeter:** Where residential units abut Prairie Parkway, a minimum 10' wide buffer planting will be provided. Buffer area shall include berming and planting. Berms shall be meandering and range in height from 2'-4'. Plantings shall be a mix of shade trees, ornamental and evergreen trees and shrubs and perennials. At time of planting, plants shall provide a minimum of 25% visual screen to the homes.

SIGNAGE

Signage will be allowed for each neighborhood and may be located at each entry from a community road.

Graphics may contain a logo and text may be no more than 24" in height.

- Placement will be as shown herein.
- Graphic fonts will be at purchaser's discretion
- Advertising or other miscellaneous signage, except directional signs will not be allowed.

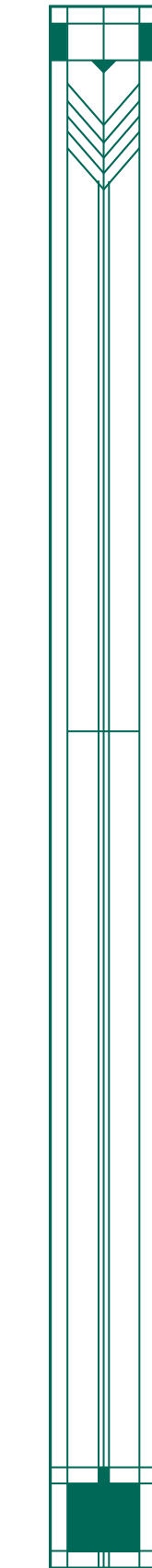
Signs will be constructed in accordance with the accompanying design. Materials will be native Anamosa limestone to match the "Community Gateway" shown elsewhere in this document.

PATHWAYS

A bike path will be developed through Western Home along Western Boulevard that will connect to the bike path along South Main Street and Prairie Parkway. This bike path will provide bicycle and pedestrian connectivity between commercial uses, open space amenities and the neighborhoods of the project.

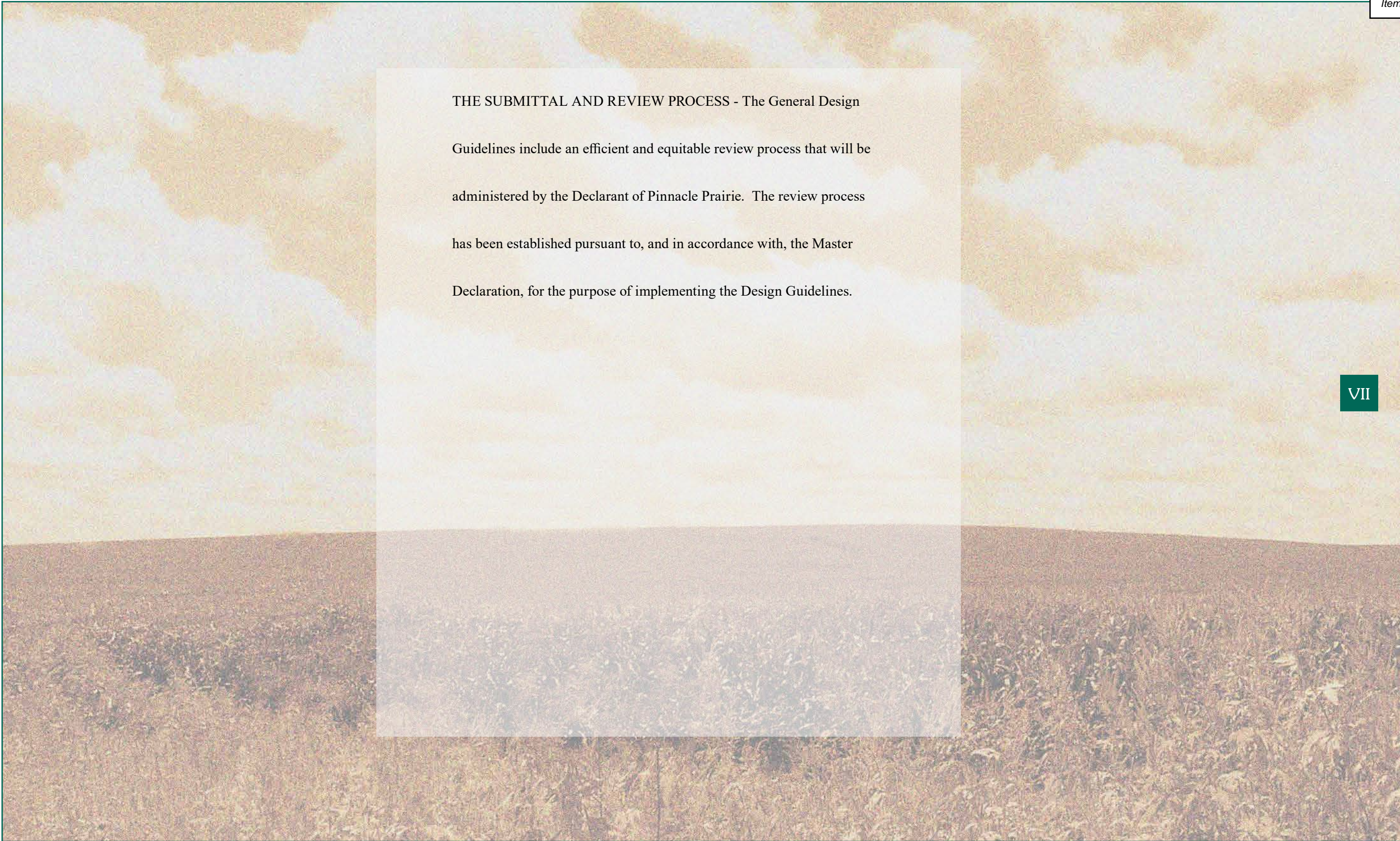
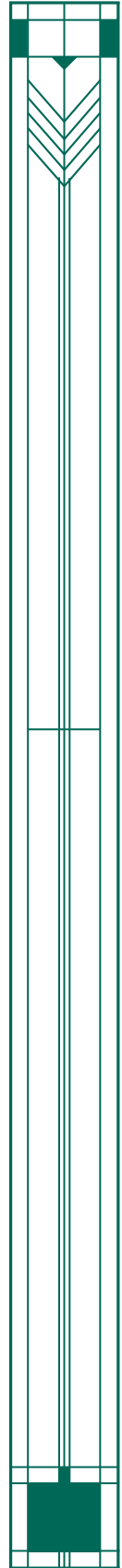
COMMON AREA ASSOCIATION

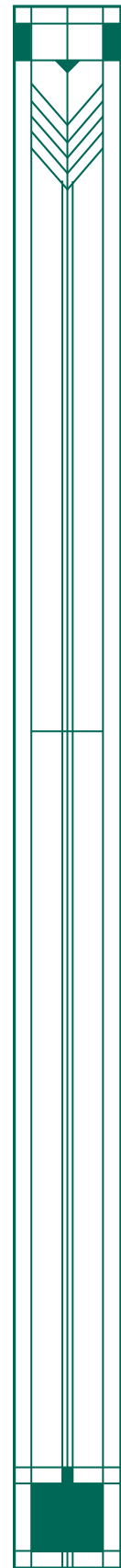
Western Home will be a member of the overall Master Pinnacle Prairie Association for the maintenance of common areas, stormwater management basins, gateways, common open space and parks.



THE SUBMITTAL AND REVIEW PROCESS - The General Design Guidelines include an efficient and equitable review process that will be administered by the Declarant of Pinnacle Prairie. The review process has been established pursuant to, and in accordance with, the Master Declaration, for the purpose of implementing the Design Guidelines.

VII





I. Example Application

DEVELOPMENT APPROVAL APPLICATION

Applicant shall submit plans for review as outlined in the Pinnacle Prairie Review and Submittal Process, as outlined on Page 18.

List the specific documents being submitted:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____

Builder/Developer: _____ Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-Mail Address: _____

Date Submitted: _____

Approval Status:

- Approved as submitted, no resubmittal required
- Approved as noted, no resubmittal required
- Approved as noted, resubmittal required
- Rejected, resubmittal required

Reviewed by: _____

Date Reviewed: _____

Comments: _____

THE REVIEW AND SUBMITTAL PROCESS

All proposed building and development within of Pinnacle Prairie must be reviewed and approved by the Declarant prior to seeking development approval from the City of Cedar Falls. The Declarant will review each builder's development package for conformance to the Design Guidelines, and will review individual homeowner's submittals using the same standards.

All reviews, substitutions and approvals by the Declarant will be considered binding and final.

The Declarant will have authority over both new construction and exterior remodels, additions and other improvements.

I. PRE-SUBMITTAL MEETING

Prior to submitting plans for approval, the Applicant is encouraged to meet with the Declarant to informally discuss Applicant's plans. The Declarant will be available to help interpret the standards and offer suggestions about the applicant's design concepts. The Applicant is urged to meet with the Declarant as early as possible to assist in the Applicant's decision to build in Pinnacle Prairie.

II. SUBMITTAL

Applicant shall submit a master set of development plans to the Declarant of Pinnacle Prairie. The submittal for development within the Prairie Business Park and Prairie Commercial District shall

include one full size set of plans and one electronic copy of the following documents:

1. Architectural Elements:
 - a. Design drawings of front, side and rear elevations of buildings
 - b. Description/Illustrations of representative exterior building materials/manufacturers
 - c. Product brochures/collateral of front, side and rear elevations' materials
2. Site Plan including:
 - a. Building and parking area locations
 - b. Walks
 - c. Setbacks
 - d. Type and location of light poles
 - e. Dumpster locations and screening
3. Landscape Plan including:
 - a. Location of buildings, parking areas, walks and any other paved surfaces
 - b. Quantity and location of required trees, shrubs, perennials, groundcovers and turf
 - c. Ground contours
 - d. Point tabulation based on City of Cedar Falls point system

The submittal for development within The Villages or Western Home shall consist of one full size set of plans and one electronic copy of the following documents:

1. Preliminary Plat including:
 - a. Street layout

- b. Lots
- c. Setbacks
- d. Common areas
- e. Walks and bike paths

2. Landscape Plan including:
 - a. Location of buildings or lots, parking areas, walks and other paved surfaces
 - b. Quantity and locations of proposed trees, shrubs, perennials, groundcovers, and turf
 - c. Ground contours

3. Copy of proposed Covenants, Conditions and Restrictions

Note: Architectural construction documents are not required for pre-permit design approval.

III. REVIEW AND EVALUATION

Within 14 calendar days of receipt, the Declarant shall evaluate the applicant's plans for conformance to the Pinnacle Prairie Design Guidelines and return one original package with an approval status together with any deficiencies so noted on the documents. The approval status may be any one of the following:

- Approved as submitted, no resubmittal required.
- Approved as noted, no resubmittal required. (In this case, specific elements that are deemed deficient will be identified. Provided the noted deficiencies are addressed in the permit submittal, the plans will be approved for permit.)
- Approved as noted, resubmittal is required. (In

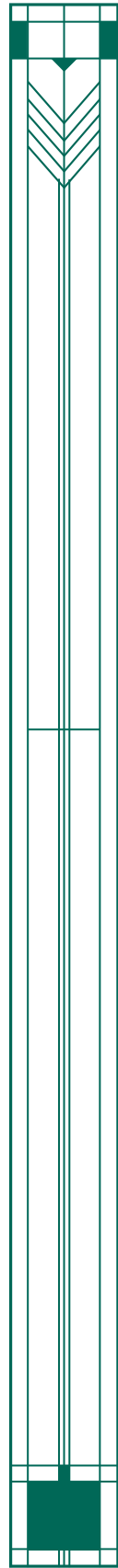
this case, specific elements that are deemed deficient will be identified so that they may be addressed and verified in the subsequent resubmittal.)

- Rejected, resubmittal is required. (In this case, specific elements that are deemed deficient will be identified so that they may be addressed and verified in the subsequent resubmittal.)

Notwithstanding the forgoing, the Declarant shall have final discretion to deviate from these guidelines to take into account the use, building lines, topography of the lot, access points, etc.

IV. CITY APPROVAL

Once the Applicant's plans have been approved by the Declarant, no further design approval from the Declarant shall be required. The Applicant may proceed through the typical City of Cedar Falls development approval process. The City of Cedar Falls will review the submitted plans for conformance to the City's codes and ordinances. The City will be responsible to enforce zoning standards, setbacks, building construction and codes, and minimum landscape standards. All architectural, landscaping and site plans shall be at the discretion of the Declarant.



1. *Quercus macrocarpa* - Bur Oak
2. *Acer saccharum* - Sugar Maple
3. *Tilia cordata* - Littleleaf Linden
4. *Ulmus x sp.* - Disease-Resistant Elm
5. *Quercus alba* - White Oak
6. *Gleditsia triacanthos* - Honeylocust
7. *Carya ovata* - Shagbark Hickory
8. *Pseudotsuga menziesii* - Douglas Fir
9. *Pinus strobus* - Eastern White Pine



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DECIDUOUS TREES

Street trees: all streets will have parkway trees at 40' on center and minimum 2.5" caliper size.

Shade trees: shall be 2.5"- 4" cal. with no more than 50% of the trees in any one caliper size.

Plant Palette:

- Acer x fremanii* - Freeman Maple cultivars
- Acer saccharum* - Sugar Maple
- Carya ovata* - Shagbark Hickory
- Celtis occidentalis* - Common Hackberry
- Gleditsia triacanthos* - Honeylocust
- Gymnocladus dioicus* - Kentucky Coffeetree
- Juglans nigra* - Black Walnut
- Quercus alba* - White Oak
- Quercus bicolor* - Swamp White Oak
- Quercus macrocarpa* - Bur Oak
- Quercus rubra* - Red Oak
- Platanus x acerifolia* - London Planetree
- Populus tremuloides* - Quaking Aspen
- Tilia americana* - American Linden
- Tilia cordata* - Littleleaf Linden
- Ulmus x sp.* - Disease-resistant Elm

EVERGREEN TREES / SHRUBS

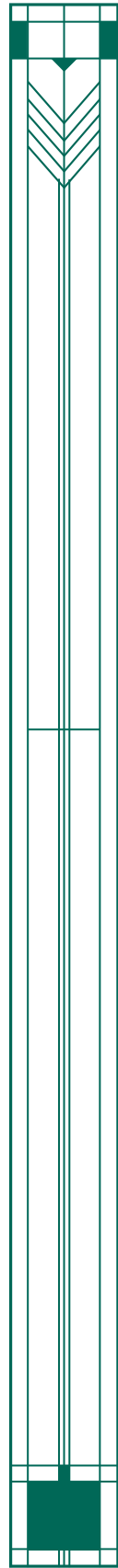
Evergreen trees/shrubs:

Evergreen trees shall be a mix of 6'-10' in height at time of installation with more than 50% of any one size. Shrubs shall be a minimum of 30" in height or spread depending on species.

Plant Palette:

- Juniperus communis sp.* - Common Juniper cultivars
- Juniperus virginiana* - Eastern Red Cedar
- Juniperus chinensis sp.* - Chinese Juniper
- Picea glauca* - Black Hills Spruce
- Picea pungens* - Colorado Spruce
- Pinus strobus* - White Pine
- Pinus nigra* - Austrian Pine
- Pseudotsuga menziesii* - Douglas Fir
- Thuja occidentalis* - Eastern Arborvitae





1. *Aronia arbutifolia* - Red Chokeberry
2. *Viburnum trilobum* - American Cranberry Viburnum
3. *Cornus racemosa* - Gray Dogwood
4. *Hamamelis virginiana* - Common Witchhazel
5. *Amelanchier canadensis* - Shadblow Serviceberry
6. *Cercis canadensis* - Eastern Redbud
7. *Euonymus alatus* - Burning Bush
8. *Rhus aromatica* - Gro-Low Sumac
9. *Syringa meyeri 'Palibin'* - Dwarf Korean Lilac



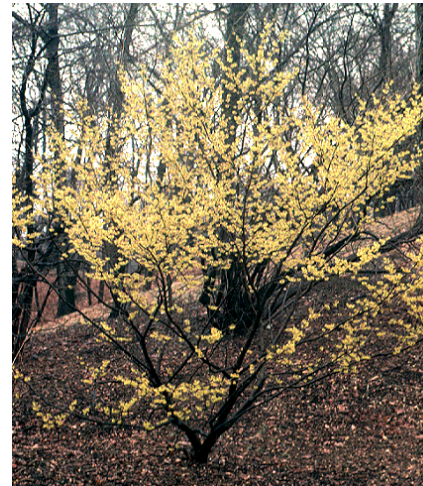
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ORNAMENTAL TREES

Ornamental trees shall vary in height from 6'-10' and generally be used in multi-stem form.

Plant Palette:

- Acer ginnala* - Amur Maple
- Alnus glutinosa* - Black Alder
- Amelanchier canadensis* - Shadblow Serviceberry
- Betula Nigra* - River Birch
- Betula papyrifera* - Paper Birch
- Carpinus caroliniana* - American Hornbeam
- Cercis canadensis* - Eastern Redbud
- Crataegus crus-gali var. inermis* - Thornless Cockspur Hawthorn
- Hamamelis virginiana* - Common Witchhazel
- Malus sp.* - Flowering Crabapple cultivars
- Ostrya virginiana* - American Hophornbeam
- Prunus americana* - American Plum
- Prunus serotina* - Black Cherry
- Viburnum prunifolium* - Blackhaw Viburnum

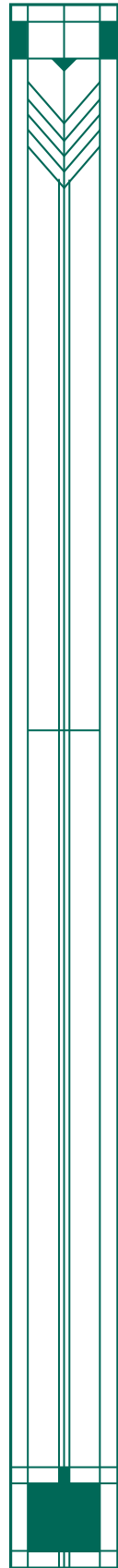
DECIDUOUS SHRUBS

Shrubs shall be a minimum 24" in height at time of planting.

Plant Palette:

- Aronia arbutifolia* - Red Chokeberry
- Cornus alternifolia* - Pagoda Dogwood
- Cornus sericea* - Redtwig Dogwood cultivars
- Cornus racemosa* - Gray Dogwood
- Diervilla lonicera* - Dwarf Bush Honeysuckle
- Euonymus alatus* - Burning Bush
- Ilex verticillata* - Winterberry
- Myrica pennsylvanica* - Northern Bayberry
- Physocarpus opulifolius* - Common Ninebark
- Rhus aromatica* - Gro-Low Sumac
- Rhus glabra* - Smooth Sumac
- Rhus typhina* - Staghorn Sumac
- Rosa spp.* - Shrub Rose cultivars
- Spirea japonica sp.* - Spirea
- Symphoricarpus albus* - Snowberry
- Symphoricarpus orbiculatus* - Indiangrant Coralberry
- Syringa meyeri 'Palibin'* - Dwarf Korean Lilac
- Viburnum dentatum* - Arrowwood Viburnum
- Viburnum trilobum* - American Cranberry Viburnum





1. *Liatris pycnostachy* - Prairie Blazing Star
2. *Echinacea purpurea* - Purple Coneflower
3. *Heuchera micrantha* 'Palace Purple' - Palace Purple Coral Bells
4. *Leucanthemum 'Becky'* - Becky Shasta Daisy
5. *Equisetum hyemale* - Scouringrush
6. *Andropogon gerardii* - Big Bluestem
7. *Panicum virgatum* - Switch Grass
8. *Sedum spectabile 'Neon'* - Neon Sedum
9. *Rudbeckia hirta* - Black Eyed Susan



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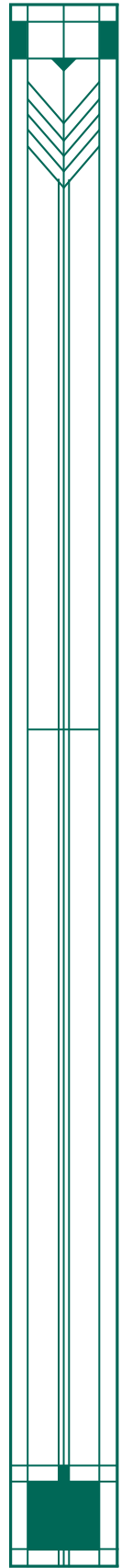
PERENNIALS / GRASSES
 These are the preferred plant for the landscape, as they require little maintenance or irrigation. Plantings shall be minimum of 1/2 gallon containers at time of installation and spaced 18" on center. Mulch to be shredded hardwood bark mulch no more than 2" in depth.

Plant Palette:

- Acorus calamus* - Sweet Flag
- Aquilegia canadensis* - American Columbine
- Andropogon gerardii* - Big Bluestem
- Andropogon scoparius* - Little Bluestem
- Asclepias incarnata* - Swamp Milkweed
- Aster novae-angliae* - New England Aster
- Baptisia sp.* - False Indigo
- Bouteloua curtipendula* - Sideoats Grama
- Calamagrostis acutifolia 'Karl Foerster'* - Karl Foerster Grass
- Calamagrostis canadensis* - Blue Joint Grass
- Carex species* - Sedges
- Coreopsis sp.* - Coreopsis
- Echinacea pallida* - Pale Purple Coneflower
- Echinacea purpurea* - Purple Coneflower
- Equisetum hyemale* - Scouringrush
- Filipendula rubra* - Queen of the Prairie
- Hemerocallis sp.* - Daylily

- Heuchera micrantha 'Palace Purple'* - Palace Purple Coral Bells
- Iris virginica var. shrevei* - Wild Blue Flag Iris
- Leucanthemum 'Becky'* - Becky Shasta Daisy
- Liatris pycnostachya* - Prairie Blazing Star
- Lobelia siphilitica* - Brat Blue Lobelia
- Miscanthus sinensis 'Purpurascens'* - Purple Flame Grass
- Nepeta racemosa* - Walker's Low Catmint
- Panicum virgatum* - Switch Grass
- Physostegia virginiana* - Obedient Plant cultivars
- Ratibida pinnata* - Yellow Coneflower
- Rudbeckia hirta* - Black-eyed Susan
- Scirpus species* - Bulrushes
- Sedum spectabile 'Neon'* - Neon Sedum
- Silphium laciniatum* - Compass Plant
- Silphium terebinthinaceum* - Prairie Dock
- Solidago species* - Goldenrod
- Sorghastrum nutans* - Indian Grass
- Sporobolus heterolepis* - Prairie Dropseed
- Uniola latifolia* - Northern Sea Oats
- Verbena hastata* - Blue Vervain





PINNACLE PRAIRIE

Cedar Falls, Iowa

Owner:



Master Developer:



4501 Prairie Parkway
Cedar Falls, IA 50613
Phone 319.277.8000
Fax 319.277.8080

23

Land Planner / Landscape Architecture:

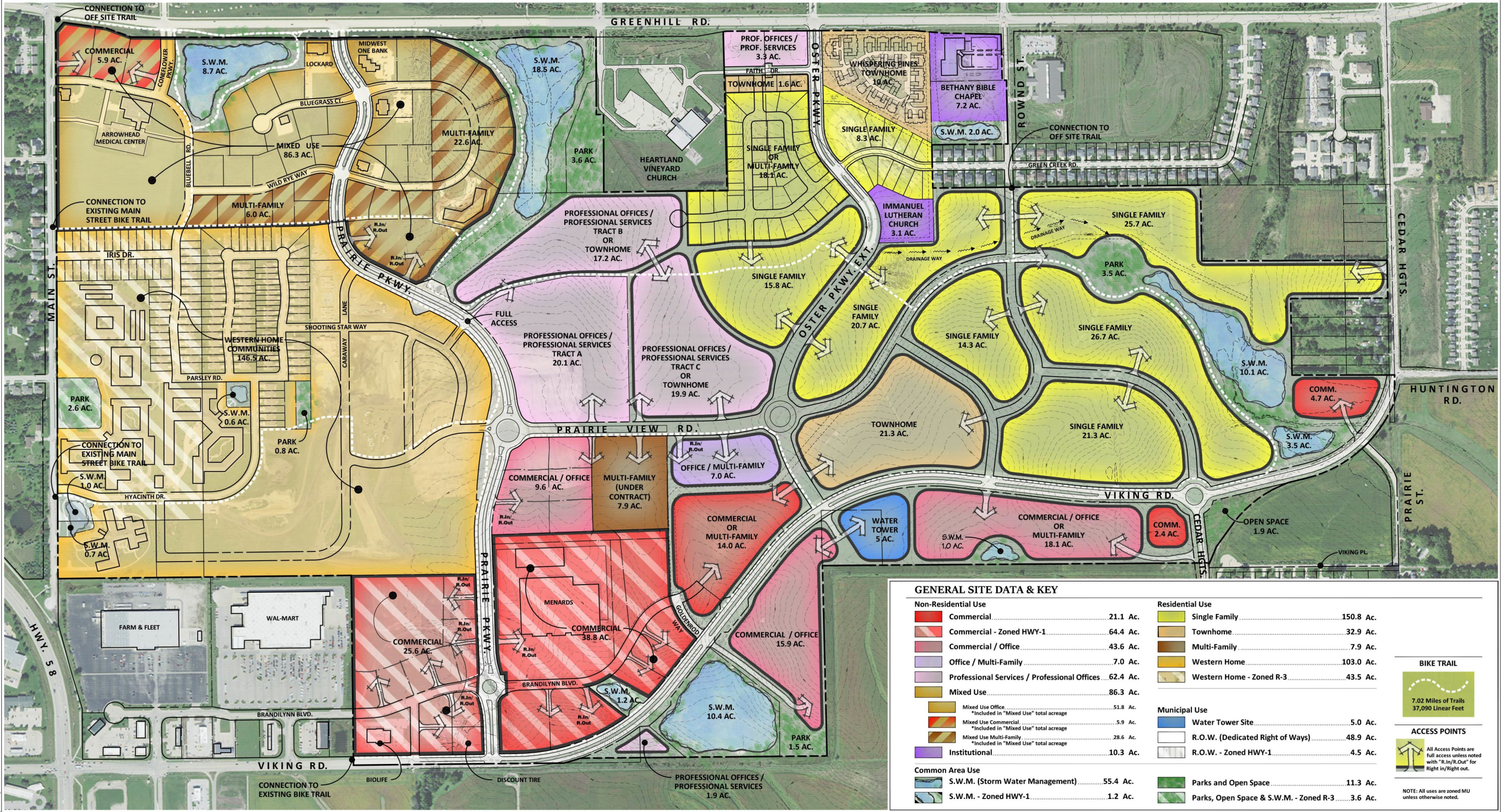


Schoppe Design Associates, Inc.

LAND PLANNING & LANDSCAPE ARCHITECTURE
126 S. Main Street
Oswego, IL 60543
Phone 630.551.3355
www.schoppedesign.net

Date:
March 8, 2021





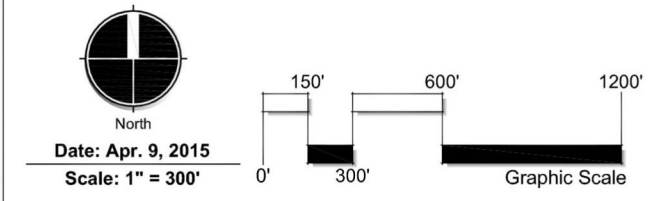
GENERAL SITE DATA & KEY

Non-Residential Use			
Commercial	21.1 Ac.	Residential Use	
Commercial - Zoned HWY-1	64.4 Ac.	Single Family	150.8 Ac.
Commercial / Office	43.6 Ac.	Townhome	32.9 Ac.
Office / Multi-Family	7.0 Ac.	Multi-Family	7.9 Ac.
Professional Services / Professional Offices	62.4 Ac.	Western Home	103.0 Ac.
Mixed Use	86.3 Ac.	Western Home - Zoned R-3	43.5 Ac.
Mixed Use Office	51.8 Ac.		
Mixed Use Commercial	5.9 Ac.	Municipal Use	
Mixed Use Multi-Family	28.6 Ac.	Water Tower Site	5.0 Ac.
Institutional	10.3 Ac.	R.O.W. (Dedicated Right of Ways)	48.9 Ac.
		R.O.W. - Zoned HWY-1	4.5 Ac.
Common Area Use			
S.W.M. (Storm Water Management)	55.4 Ac.	Parks and Open Space	11.3 Ac.
S.W.M. - Zoned HWY-1	1.2 Ac.	Parks, Open Space & S.W.M. - Zoned R-3	3.6 Ac.

BIKE TRAIL
7.02 Miles of Trails
37,090 Linear Feet

ACCESS POINTS
All Access Points are full access unless noted with "R.In/R.Out" for Right in/Right out.

NOTE: All uses are zoned MU unless otherwise noted.



MASTER PLAN

LOCKARD
4501 Prairie Parkway, Cedar Falls, IA 50613
(319) 277-8000

Oster Partners

sda
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

126 S. Main Street
Oswego, IL 60543
p: 630 551-33
f: 630 551-36
schoppedesign.r

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

ORDINANCE NO. 2989

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

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 3 acres of property from R-1 Residence District to MU, Mixed Use Residential District; and approximately 12 acres of property from A-1 Agricultural District to MU, Mixed Use Residential District, more specifically described below; and

WHEREAS, said MU, Mixed Use Residential District, allows for development flexibility according to a master plan to ensure that the area is developed in an orderly manner according to the principles of the Cedar Falls Comprehensive Plan; and

WHEREAS, said area shall be incorporated into the larger Pinnacle Prairie Master Plan, which has been amended to include said 15 acres, which amended master plan has been submitted with the rezoning application, the principles and provisions of which will be incorporated into a developmental procedures agreement between the City and the owners of the property, which will be considered for adoption in a separate action by resolution concurrent with this rezoning;

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of the amended Pinnacle Prairie MU Master Plan and find that said rezoning and amended master plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the MU Mixed Use Residential District;

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning (Case #RZ21-001) is consistent with the adopted Comprehensive Plan of 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 below shall be removed from the A-1 Agricultural

District and the R-1 Residence District and placed in the MU, Mixed Use Residential District, as follows:

Legal Description

The West 110 feet of Lot 1; Lots 2, 3, and 4 except that part deeded to the City of Cedar Falls, Iowa in 565 CLD 326 for street purposes, all in “Ideal Acres” in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

AND

The North 528 feet of Lot 13, all in “Ideal Acres” in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be in 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

The West 110 feet of Lot 1; Lots 2, 3, and 4 except that part deeded to the City of Cedar Falls, Iowa in 565 CLD 326 for street purposes, all in “Ideal Acres” in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

AND

The North 528 feet of Lot 13, all in “Ideal Acres” in Black Hawk County, Iowa (now in the City of Cedar Falls, Iowa)

Be and the same is hereby removed from the A-1 Agricultural District and the R-1 Residence District and added to the MU, Mixed Use Residential 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 MU, Mixed Use Residential 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: _____ May 17, 2021

PASSED 1ST CONSIDERATION: _____ May 17, 2021

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 18, 2021
SUBJECT: Amendment to Code of Ordinances Sec. 2-276

There is an ambiguity in the reappointment process for members of City authorized Boards and Commissions. While these members serve for a definite term as provided in the Code of Ordinances, there appears to be a just cause standard and hearing rights if a member is not reappointed for additional terms after the first term is served. Such a situation basically renders terms meaningless.

In order to clarify this ambiguity, Mayor Green has requested that the Section of the Code of Ordinances dealing with Boards and Commissions be amended to make it clear that reappointment for successive terms is within the discretion of the Mayor and Council, and non-reappointment need not be for cause.

Removal of a Board or Commission member mid-term, however, would still require just cause.

The proposed amendment is attached.

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

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

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 2-276, MEMBERS MOVING FROM CITY; ABSENCE FROM MEETINGS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-276, APPOINTMENT; MEMBERS MOVING FROM CITY; ABSENCE FROM MEETINGS; NON-REAPPOINTMENT.

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

Section 1. Section 2-276, Members Moving From City; Absence From Meetings, of Division 1, Generally, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-276, Appointment; members Moving From City; Absence From Meetings; Non-reappointment, is enacted in lieu thereof, as follows:

Sec. 2-276. Appointment; mMembers moving from city; absence from meetings; non-reappointment.

Members of boards and commissions established by this Code are appointed by the mayor with the approval of the council. The permanent removal from the city of any such member ~~of a board or commission wherein the members are appointed by the mayor with the approval of the council~~, or the absence from three consecutive regular meetings or five meetings within one year by sucha member ~~of any of such boards or commissions~~, except in case of sickness or temporary absence from the city, without due explanation, shall render the member's office vacant. Reappointment of such members for additional terms shall be at the discretion of the mayor and council. No hearing shall be afforded in the event of non-reappointment, which may be without cause.

(Code 2017, § 2-211)

INTRODUCED: _____
PASSED 1ST CONSIDERATION: _____
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2990

AN ORDINANCE REPEALING SECTION 2-276, MEMBERS MOVING FROM CITY; ABSENCE FROM MEETINGS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, BOARDS AND COMMISSIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-276, APPOINTMENT; MEMBERS MOVING FROM CITY; ABSENCE FROM MEETINGS; NON-REAPPOINTMENT.

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

Section 1. Section 2-276, Members Moving From City; Absence From Meetings, of Division 1, Generally, of Article IV, Boards and Commissions, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-276, Appointment; members Moving From City; Absence From Meetings; Non-reappointment, is enacted in lieu thereof, as follows:

Sec. 2-276. Appointment; members moving from city; absence from meetings; non-reappointment.

Members of boards and commissions established by this Code are appointed by the mayor with the approval of the council. The permanent removal from the city of any such member, or the absence from three consecutive regular meetings or five meetings within one year by such member, except in case of sickness or temporary absence from the city, without due explanation, shall render the member's office vacant. Reappointment of such members for additional terms shall be at the discretion of the mayor and council. No hearing shall be afforded in the event of non-reappointment, which may be without cause.

INTRODUCED: _____ May 17, 2021
PASSED 1ST CONSIDERATION: _____ May 17, 2021
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsens, MMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

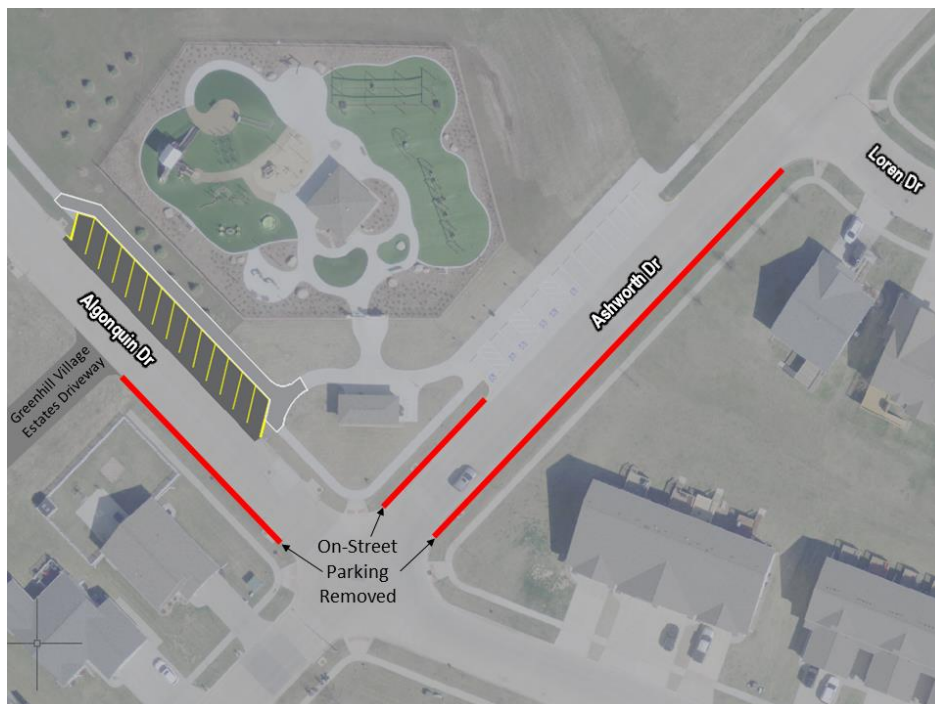
City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Ben Claypool, Civil Engineer II, PhD, EI
DATE: May 12, 2021
SUBJECT: Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets

With the success observed of the Place to Play playground on the corner of Algonquin Drive and Ashworth Drive, the currently available off-street parking does not provide the adequate number of parking stalls. Through site observation, citizens utilizing the new playground can be found parking along both sides of Ashworth Drive and Algonquin Drive bordering the playground. During peak hours, this on-street parking creates a congested corridor that can lead to single lane traffic and dangerous pedestrian crossings for the primarily young family demographic that this park draws in.

In cooperation with the police department, temporary parking restrictions at the proposed permanent locations have been in effect since late fall of 2020. Since the installation, we have seen the expected reduction of on-street parking congestion. To maintain this reduction, the Engineering division is recommending these areas permanently prohibit parking. Public Works street crews are planning to begin work on the installation of 14 additional angled parking stalls on the north side of Algonquin Drive, opposite the current parking area. This will provide a significant amount of space for citizens to still park close to the park, while reducing unsafe mid-block street crossings.



The Engineering Division is proposing changes to City Code Section 23-374 – Parking Prohibited on Specific Streets so the code matches what has been designed and will be constructed. Please see the attached changes for City Code Section 23-374 – Parking Prohibited on Specific Streets.

The Engineering Division recommends approval to set the three newly defined areas to prohibit on-street parking. These areas are highlighted in the image on the previous page.

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

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

Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
First Street (West)	On both sides between Main Street and the west city limits.
Second Street (West)	On both sides between Walnut Street and Francis Street.
	On the north side between Francis Street and Hudson Road.
Third Street (East)	
Third Street (West)	
	On both sides of said street between Clay Street and Franklin Street on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October each year during the hours of 6:00 a.m. to 12:00 noon.
	On the north side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 200 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 300 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the west curb line of Ellen Street west to the east curb line of Hudson Road.
	On the north side from the west curb line of Tremont Street west to the east curb line of Ellen Street.
	On the north side of said street from Cedar Crest Drive to Magnolia Drive.
Fourth Street	On both sides from College Street to Hudson Road.
	On the south side between Franklin Street and College Street.
Fourth Street (East)	
Fourth Street (West)	On both sides from College Street to Hudson Road; on the north side from the west line of Main Street to a point 20 feet west thereof; on the north side from the west line of Cedar Crest Drive a distance of 30 feet west, and from the east line of Cedar Crest Drive a distance of 30 feet east; on the north side from the east line of Angie Drive to the west line of Hudson Road; on both sides of said street from the west line of Chateau Court to Hudson Road; on the south side from the west line of Main Street to a point ten feet west thereof; on the south side between Washington Street and College Street.
	On the north side from the west line, extended north, of Jessica Lane to a point 200 feet west thereof.
Fifth Street (West)	On the north side from the west line of Main Street west a distance of 150 feet.

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	On the south side from a point 48 feet east of the east line of Clay Street west to the alley between Clay Street and Franklin Street.
	On the north side from the west curb line of Franklin Street west to the east curb line of College Street.
Sixth Street (East)	On the north side from the east curb line of Main Street east a distance of 200 feet.
	On the south side from the east curb line of Main Street east to the west curb line of State Street.
Sixth Street (West)	On both sides between Main Street and Franklin Street, except that on the north side of West Sixth Street, from a point 40 feet west of the west curb line of Washington Street to a point 144 feet west of the west curb line of Washington Street.
	On the north side from the east curb line of College Street east a distance of 150 feet.
	On the south side from the east curb line of College Street east a distance of 75 feet.
Seventh Street (East)	On the south side from State Street to the west line of Bluff Street.
Seventh Street (West)	On the north side from Washington Street to Clay Street, except Saturdays and Sundays.
	On the north side from the west curb line of Division Street west a distance of 40 feet.
	On the north side from the east curb line of Division Street east a distance of 40 feet.
	On the south side from the west curb line of Division Street west a distance of 40 feet.
	On the south side from the east curb line of Division Street east a distance of 40 feet.
Eighth Street (East)	On the north side from Main Street to State Street.
Eighth Street (West)	On the north side between Franklin Street and College Street.
	On the north side between Division Street and Ellen Street.
	On the south side between College Street and Pearl Street.
	On the south side from the centerline of Barrington Drive east a distance of 500 feet.
	On the north side from the centerline of Barrington Drive east a distance of 110 feet.
	On the north side from the centerline of Barrington Drive west a distance of 50 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
Ninth Street (East)	On the north side from Bluff Street east to Grove Street, except Sundays.
Ninth Street (West)	On the north side from Clay Street east 100 feet.
	On the north side from the west line of Tremont Street west to the east line of Catherine Street.
	On the north side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
Tenth Street (East)	On both sides from a point 180 feet east of the east curb line of Grove Street to a point 250 feet east of the east line of Grove Street.
	On the north side from Main Street to Grove Street.
Tenth Street (West)	On the north side from the west curb line of Tremont Street west to the east curb line of Division Street.
	On the south side from the west curb line of Iowa Street west a distance of 40 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
11th Street (East)	On the north side from State Street to Grove Street.

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(Supp. No. 9)

	On the north side from Main Street to State Street.
	On the south side from the east curb line of State Street east a distance of 40 feet.
	On the south side from the west curb line of Grove Street west a distance of 40 feet.
11th Street (West)	On the north side between Franklin Street and Walnut Street.
	On the north side from the west curb line of College Street west to the east curb line of Division Street.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
12th Street (West)	On both sides from Main Street to College Street.
	On the south side from the east line of Clark Drive east a distance of 40 feet.
	On the south side from the west line of Clark Drive west a distance of 40 feet.
	On both sides from Hudson Road to Union Road.
13th Street (West)	On both sides from the east curb line of Walnut Street east a distance of 20 feet.
	On both sides from the west curb line of Walnut Street west a distance of 20 feet.
	On the north side from the west curb line of Clay Street west to the east curb line of Franklin Street.
14th Street (East)	On the south side between State Street and Waterloo Road.
14th Street Court (East)	On the north side from the east curb line of Bluff Street east to the end of the street.
14th Street (West)	On the north side of said street from Main Street to Franklin Street.
15th Street (West)	On the north side of said street from the west curb line of Clay Street west to the east curb line of Franklin Street.
16th Street (West)	On the south side from the west curb line of Main Street to the east curb line of Franklin Street.
18th Street (East)	On both sides from Main Street to Waterloo Road.
18th Street (West)	On both sides of the street from the west curb line of Main Street west to the east curb line of College Street.
	On the north side from the west curb line of College Street west to the east curb line of Hudson Road.
	On the north side from the west line of Hudson Road west a distance of 200 feet.
	On the north side from a point 455 feet west of the west line of Hudson Road west a distance of 101 feet.
	On the north side from a point 922 feet west of the west line of Hudson Road west a distance of 101 feet.
	On the south side from the west line of Hudson Road west a distance of 1,116 feet.
	On the south side from the west curb line of Summit Drive west a distance of 100 feet.
	On the south side from the east curb line of Summit Drive east a distance of 100 feet.
	On the south side from the west curb line of Campus Street west a distance of 20 feet.
	On the south side from the east curb line of Campus Street east a distance of 20 feet.
	On the south side from the west curb line of Merner Avenue west a distance of 40 feet.
	On the south side from the east curb line of Merner Avenue east a distance of 40 feet.
	On the south side from the west curb line of College Street west a distance of 40 feet.
	On the south side from the east curb line of Hudson Road east a distance of 40 feet.
19th Street (West)	On the north side between College Street and Hudson Road, between 8:00 a.m. and 3:30 p.m., Mondays through Fridays.

	On the south side from the west curb line of College Street west to the east curb line of Campus Street.
	On the south side from the west curb line of Campus Street west a distance of 30 feet.
	On the south side from the east curb line of Hudson Road east a distance of 30 feet.
	On the north side from the east curb line of Merner Avenue east a distance of 30 feet.
	On the north side from the west curb line of Merner Avenue west a distance of 30 feet.
20th Street (West)	On the south side from the east curb line of Campus Street east to the west curb line of Main Street.
	On the south side from the east curb line of Merner Avenue east a distance of 45 feet.
	On the north side from the east line of Merner Avenue east a distance of 45 feet.
	On the north side from the west curb line of Campus Street east to the west curb line of Merner Avenue, between the hours of 1:00 a.m. and 6:00 a.m. daily.
21st Street (West)	On the south side from the west line of Franklin Street west to the east line of College Street.
	On the south side from the west curb line of College Street west a distance of 40 feet.
	On the north side from the west curb line of College Street west a distance of 40 feet.
	On the north side from the east curb line of College Street east a distance of 40 feet.
22nd Street (West)	On the north side from College Street to Campus Street from 1:00 a.m. to 5:30 p.m., Monday through Saturday and from 1:00 a.m. to 8:00 a.m. on Sunday.
	On the south side from College Street to Campus Street.
	On the south side between Main Street and Tremont Street.
	On the north side from the west curb line of Tremont Street west to the east curb line of College Street.
23rd Street (West)	On the north side from the east curb line of Merner Avenue east a distance of 40 feet.
	On the north side between Campus Street and Hudson Road.
	On the south side from the west line of Minnesota Street, which belongs to the state, to the east line of Hudson Road.
	On both sides from the east curb line of Merner Avenue west to the west curb line of Campus Street.
	On the south side from the west curb line of Campus Street west to the east curb line of Minnesota Street, one-hour parking is allowed between the hours of 7:30 a.m. and 4:30 p.m., except on weekends and holidays.
29th Street	On the south side from 225 feet west of the centerline of College Street to 290 feet west of the centerline of College Street, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
29th Street (West)	On the north side from the east curb line of College Street east to the west curb line of Walnut Street.
31st Street (West)	On both sides from Hudson Road to the west end of the street.
Adams Street	On the east side of said street from the north curb line of East 18th Street north to the end of the street.
	On both sides of said street from East 18th Street south.
Alexis Boulevard	On the south and west sides from the north line of West 12th Street northerly and westerly to the east edge of the cul-de-sac.
	On the east side from the north line of West 12th Street north a distance of 120 feet.
Algonquin Drive	On the north and east sides of the street from the east curb line of Ashworth Drive east and south to the north curb line of Amelia Drive, extended east; On the southwesterly side of the street from the west curb line of Ashworth

	<i>Drive northwest a distance of 160 feet.</i>
Ashworth Drive	<i>On the northwestern side of the street from the north curb line of Algonquin Drive northeast a distance of 100 feet; On the southeast side of the street from the north curb line of Algonquin Drive northeast to the south curb line of Loren Drive, a distance of 300 feet.</i>
Balboa Street	On the north side from the west line of South Main Street to a point 403 feet west of the west line of South Main Street.
	On the south side from the west line of South Main Street to a point 119 feet west of the west line of South Main Street.
Barkwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Barnett Drive	On the west side from the south curb line of Crescent Drive south to the north curb line of West Twelfth Street.
	On the east side from a point 150 feet north of the north curb line of West Fourth Street north to a point 50 feet north thereof.
	On the east side from the north curb line of West Twelfth Street north a distance of 60 feet.
Barrington Drive	On the west, south and east sides of Barrington Drive from the south line of West Eighth Street south, east and north to the south edge of the cul-de-sac.
Bicentennial Drive	On both sides of said street from Cedar Heights Drive west a distance of 500 feet.
Big Woods Road	On both sides from Independence Avenue to the north city limits.
Birch Street	On the east side from Grand Boulevard to Rainbow Drive.
Birdsall Drive (East)	On the north side from Birdsall Drive east to the end of the street.
Blair Ridge Road	On the west side from Wild Horse Drive north to the end of the street.
Bluegrass Circle	Along the outside edge from the east curb line of the north intersection with Prairie Parkway to the east curb line of the south intersection with Prairie Parkway.
Bluff Street	On the east side from the south curb line of East Ninth Street south to a point 70 feet south of the south curb line of East 12th Street.
	On the east side from the south curb line of East 13th Street to the north curb line of East 15th Street.
	On the west side from the north curb line of East 15th Street north a distance of 40 feet.
	On both sides from the south curb line of East 15th Street south a distance of 40 feet.
Bonita Boulevard	On the south side from the west line of South Lawn Road west a distance of 60 feet.
Boulder Drive	On both sides from University Avenue to Orchard Drive.
Boxwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Brookside Drive	On the north side from the east curb line of Hudson Road east to the west curb line of Starview Drive.
	On the south side from the east curb line of Hudson Road east to the southerly extension of the east curb line of Starview Drive.
California Drive	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Campus Street	On the east side from the north curb line of West 18th Street north to the south curb line of West 16th Street.
	On the west side from the north curb line of West 18th Street north a distance of 40 feet.
	On the west side from the south curb line of West 19th Street south a distance of 40

	feet.
	On the east side from the south curb line of West 19th Street south a distance of 40 feet.
	On the east side from the north curb line of West 20th Street north a distance of 40 feet.
	On the west side from the north line of the parking lot situated on the west side of the 2000 block of Campus Street, south a distance of 188 feet.
	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
Catherine Street	On the west side from the south curb line of West First Street south a distance of 40 feet.
	On the east side from the south curb line of West First Street south to the north curb line of West Fourth Street.
	On the east side from the south curb line of West Eighth Street to the north curb line of West 12th Street.
	On the west side from the south curb line of West Eighth Street south a distance of 40 feet.
	On the west side from the north curb line of West Ninth Street north a distance of 40 feet.
	On the west side from the south curb line of West Ninth Street south a distance of 40 feet.
	On the west side from the north curb line of West Tenth Street north a distance of 40 feet.
	On the west side from the south curb line of West Tenth Street south a distance of 40 feet.
	On the west side from the north curb line of West 11th Street north a distance of 40 feet.
	On the west side from the south curb line of West 11th Street south a distance of 40 feet.
	On the west side from the north curb line of West 12th Street north a distance of 40 feet.
Cedar Heights Drive	On both sides from Rainbow Drive to University Avenue.
Cedar Hills Road	On both sides from the east curb line of Chadwick Road east to the west curb line of Cedar Heights Drive.
Cedar Street	On the south side from Center Street to Vine Street.
Center Street	On both sides from First Street to the north city limits.
Chadwick Road	On the west side from a point 10 feet north of the northwest edge of the cul-de-sac at the south end of Chadwick Road, south to the northwest edge of said cul-de-sac.
	From the northwest edge of the cul-de-sac at the south end of Chadwick Road, south, east and north to the northeast edge of said cul-de-sac.
	From the southwest edge of the cul-de-sac at the north end of Chadwick Road, north, east and south to the southeast edge of said cul-de-sac.
	On the east side from the southeast edge of the cul-de-sac at the north end of Chadwick Road, south to the northeast edge of the cul-de-sac at the south end of Chadwick Road.
Clark Drive	On the west side from the south line of West 12th Street south a distance of 40 feet.
	On the east side from the south line of West 12th Street south a distance of 40 feet.
Clay Street	On both sides between First Street and a point 35 feet south of the south line of First

	Street.
	On both sides of said street from the south curb line of West Third Street north a distance of 245 feet to the north line of the driveway entrance to the city police station parking lot, extended westerly, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the east side from the south curb line of West Third Street south a distance of 35 feet.
	On both sides from the south curb line of West Fourth Street south a distance of 48 feet.
	On the east side from the north curb line of West Fifth Street north a distance of 32 feet.
	On the west side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.
College Street (North)	On the west side from the north curb line of Higby Drive north to the end of the street.
	On the west side from the south curb line of Higby Drive south a distance of 75 feet.
	On the west side from the north curb line of West First Street north a distance of 120 feet.
	On the east side from the north curb line of West First Street north to the north end of the street.
College Street (South)	On the east side from the south curb line of West Fifth Street south to the north curb line of West Sixth Street.
	On both sides from the south curb line of West Sixth Street south a distance of 100 feet.
	On the east side from the south curb line of West Eighth Street south to the north curb line of West 12th Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side from a point 50 feet north of the north curb line of West 18th Street south to the north curb line of West 20th Street.
	On the west side from the south curb line of West 18th Street south a distance of 80 feet.
	On the west side from the north curb line of West 19th Street north a distance of 50 feet.
	On the west side from the south curb line of West 19th Street south a distance of 50 feet.
	On the west side from the north curb line of West 20th Street north a distance of 50 feet.

	On the west side from the south curb line of West 20th Street south to the north curb line of West 22nd Street.
	On the east side from the south curb line of West 21st Street south to the north curb line of West 22nd Street.
	On the west side from the south curb line of West 23rd Street south a distance of 60 feet.
	On the west side from a point 75 feet north of the westerly extension of the north curb line of West Seerley Boulevard south to a point 95 feet north of the north curb line of West 26th Street.
	On the east side from the south curb line of West 23rd Street south to the north curb line of University Avenue.
	On the west side from the south curb line of West 26th Street south to the north curb line of University Avenue.
	On both sides from the south curb line of University Avenue south a distance of 65 feet.
Colorado Road	On the south side from the west curb line of Tucson Drive west to the west end of the cul-de-sac situated about 250 feet west of Dallas Drive.
Columbia Drive	On the north and east sides of Columbia Drive from West 16th Street south and east to College Street.
Cottage Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Cottonwood Lane	On both sides from Garden Avenue east to the end of the street.
Covey Court	On the north side from Quail Ridge Road west to the end of the street.
	On the north side from Quail Ridge Road east to the end of the street.
Crescent Drive	On the south side from the east curb line of Lakeview Drive east to the west curb line of Brentwood Drive.
Dallas Drive	On the west side from the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the north curb line of Idaho Street north a distance of 50 feet.
	On the east side from a point 125 feet north of the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the south curb line of Idaho Street south a distance of 25 feet.
Division Street	On the west side from the driveway south of Tenth Street to 11th Street.
	On the east side of said street from the north line of West Eighth Street a distance of 120 feet north.
	On the west side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the east side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the west side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the east side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the west side from the south curb line of West Eighth Street south a distance of 50 feet.
Drury Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Dunkerton Road	On both sides from Center Street to the east city limits.

Eagle Ridge Road	On the west and south sides of Eagle Ridge Road from the intersection of the west curb line of Eagle Ridge Road with the north curb line of Falcon Lane, in a northerly and westerly direction to the southeast edge of the cul-de-sac.
	Around the perimeter of the curb adjacent to the center island of the cul-de-sac located at the west end of Eagle Ridge Road.
East Street	On the west side of East Street from the south curb line of 19th Street a distance of 100 feet south.
Ellen Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the east side from the south line of Parkway Avenue south to the north line of First Street.
Erik Road	On the north side between the east curb line of Hudson Road east to the west curb line of Norse Drive.
	On the south side from the east curb line of Hudson Road east a distance of 70 feet.
	On the south side from the west curb line of Norse Drive west a distance of 25 feet.
Feather Ridge Drive	On the north side from Quail Run Lane to Feather Run Trail.
Floral Court	On both sides of the radius of the cul-de-sac.
	On the north side from the east curb line of Merner Avenue to the cul-de-sac.
	On the south side from the east curb line of Merner Avenue to the cul-de-sac, from 1:00 a.m. to 6:00 a.m. each day.
Forrest Road	On the west side from the north curb line of South Park Road north to River Bluff Drive.
Fox View Drive	On the east side from the north curb line of Hunter Drive north to the end of the street.
Francis Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
Franklin Street	On both sides from First Street to Sixth Street.
	On both sides from First Street north to the north city limits.
	On the east side between 12th Street and Seerley Boulevard.
	On the west side from the north curb line of 18th Street north a distance of 100 feet.
Frontage roads along the south side of University Avenue	On both sides of the frontage road from the east curb line of Boulder Drive east to the end of said frontage road near the east line of Black Hawk Village, near McClain Drive.
	On both sides of the frontage road from the east curb line of Cedar Heights Drive east to the west curb line of Midway Drive.
Frontage roads along the north side of University Avenue	On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.
	On both sides of said frontage road from the west curb line of Ohio Street (UNI Institutional Road) west to the east curb line of Hudson Road.
	On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.
Frontage road on the west side of Hudson Road	On both sides from West 31st Street south to the end of the street.
Galloway Avenue	On the east side from Grand Boulevard to Rainbow Drive.
	On the west side from Grand Boulevard a distance of 50 feet south, and from Rainbow

	Drive a distance of 50 feet north.
Genevieve Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides from the north right-of-way line of First Street north a distance of 132 feet.
	On the northwest side from First Street north to the end of the street.
Gibson Street	On the west side from Rainbow Drive to Grand Boulevard.
Grand Boulevard	On the south side from the east line of East Street east to the west line of Park Drive.
	On the north side from the west line of East Street east to the east line of Scoggin Street.
	On the north side from the west line, extended, of Schreiber Street east to a point 75 feet east of the east line, extended, of Schreiber Street.
	On the north side from the west line, extended, of Birch Street east to a point 65 feet east of the east line, extended, of Birch Street.
	On the north side from the east line of Belle Avenue east to the west line of Park Drive.
	On the north side from the east line of Edwards Street east a distance of 170 feet.
Green Creek Road	On the north and west sides from the east line of Rownd Street east and north to the south line of Greenhill Road.
Greenhill Drive	On the south side from the east curb line of Rownd Street east to the west curb line of Veralta Drive.
Grove Street	On the east side from the south curb line of East Ninth Street to the north curb line of East 12th Street.
Harvest Lane	On the west, north and east sides of the street proceeding west from the eastern intersection of Harvest Lane with Autumn Ridge Road to the western intersection of Harvest Lane with Autumn Ridge Road.
Hawthorne Drive	On the north side from the east curb line of Waterloo Road to the west curb line of Victory Drive.
	On both sides of said street from the centerline of Willow Lane, west a distance of 50 feet.
Hedgewood Circle	On the east side from the north curb line of Boxwood Drive north to the southeast edge of the cul-de-sac.
Heritage Road	On the east and north sides from Bergstrom Boulevard in a southerly and easterly direction to the east end of Heritage Road.
	On the west side from the north line of West Gate Avenue north a distance of 40 feet.
	On the west side from the south line of West Gate Avenue south a distance of 40 feet.
Hickory Lane	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Highland Drive	On the east side from the south curb line of West First Street south a distance of 89 feet.
	On the west side from the south curb line of West First Street south a distance of 54 feet.
Highview Court	On the east side from the south curb line of Rainbow Drive south to the north curb line of Parker Street.
Holmes Drive	On the east side between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, from Fourth Street to the south end.
Hudson Road	On both sides between First Street and the south city limits.
Hunter Drive	On the south side from the east line of Center Street east to the east end of the street.
Ida Street	On both sides of the street from the east curb line of North College Street east to the

	end of the street.
Idaho Street	On the north side from Dallas Drive to Boulder Drive.
	On the south side of Idaho Street a distance of 25 feet west from the west curb line of Boulder Drive.
Independence Avenue	On both sides from Lincoln Street to Big Woods Road.
Iowa Highway 58/U.S. Highway 218	On both sides of said Highway from Greenhill Road north to the north city limits.
Iowa Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the west side between West Third Street and West 11th Street.
	On the east side from the south curb line of West Fourth Street south a distance of 40 feet.
	On the east side from the north curb line of West Fourth Street north a distance of 40 feet.
	On the east side from the south curb line of West 11th Street south a distance of 40 feet.
	On the east side from the north curb line of West 11th Street north a distance of 40 feet.
	On both sides from the south curb line of West 18th Street south a distance of 40 feet.
Ironwood Drive	On the west side from the north end of Erik Road south and east to the northwest edge of the cul-de-sac.
Irving Street	On the east side from 11th Street to 12th Street.
Jaclyn Street	On the west side from the north curb line of Lantz Avenue north to the end of the street.
Kaspand Place	On the east side from the south line of Pheasant Drive south to the north edge of the cul-de-sac.
Lake Street	On both sides from Central Avenue to Leverage Road.
Lantz (East)	On the north side from Center Street to Jackson Avenue.
Laurie Avenue	On the east side from the south curb line of Grand Boulevard south to the north curb line of Rainbow Drive.
Leversee Road	On the west side from Lincoln Street to the north city limits.
Lilac Lane	On the north side from Boulder Drive to Carlton Drive.
Lincoln Street	On both sides from Main Street east to the city limits.
Lone Tree Road	On both sides from Ford Road to Big Woods Road.
Longview (West)	On both sides from Central Avenue to Center Street.
Madison Street	On the north side from Belle Avenue to Ashland Drive.
	On the south side from the intersection of Belle Avenue east for a distance of 200 feet.
Main Street	On both sides from First Street north to the north end of the river bridge.
	On both sides between Sixth Street and the south city limits, except that parking is allowed from Sixth to 14th Street on Sundays between 7:00 a.m. and 1:00 p.m.
Main Street (North)	On the south side between the existing entrance of Calhoun Manufacturing Company and Second Avenue, between the hours of 8:00 a.m. and 5:00 p.m.
Mandalay Drive	On the north and west sides of the street from the north curb line of Grand Boulevard north and east to the west curb line of Park Drive.
Maplewood Drive	On both sides from Carlton Drive to Boulder Drive.
McClain Drive	On the east side from the south curb line of University Avenue south a distance of 77 feet.
	On the west side from the south curb line of University Avenue south a distance of 647

	feet.
Meadow View Circle	On the north side from the east curb line of Meadowlark Lane east to the northwest edge of the cul-de-sac.
Meadowlark Lane	On the east side from the south curb line of Erik Road south to the northeast edge of the cul-de-sac.
Melrose Court	On both sides of the street for its entire length, including the entire cul-de-sac.
Melrose Drive	On the north side from Linwood Drive west to Melrose Court.
	On the west side from Royal Drive to Seerley Boulevard from 7:00 a.m. to 5:00 p.m., Monday through Friday.
Merner Avenue	On the east side from the south curb line of West 19th Street south to the north curb line of West 22nd Street.
	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
	On the west side from the north end of the bridge over Dry Run Creek south to the south end of the bridge.
Nordic Drive	On both sides of said street from Viking Road north to the end of said street.
	On the east side from Viking Road south a distance of 610 feet.
Norse Drive	On the west side from the south curb line of Erik Road south a distance of 25 feet.
North College Street	On the west side from the south line of Higby Drive south 75 feet.
Oak Avenue	On the north side from the north curb line of Madison Street north and west to the east curb line of Ashland Avenue.
Olive Street	On the east side from the south curb line of West First Street south to the south curb line of West 12th Street.
	On the east side from the south curb line of West 16th Street south to the north curb line of West 17th Street.
	On the west side from the south curb line of West 18th Street south to a point 75 feet south of the south curb line of West 18th Street.
	On the east side from the south curb line of West 18th Street south to the north curb line of West 21st Street.
Orchard Drive	On the south side from South Main Street Road to Rownd Street, between the hours of 7:00 a.m. and 6:00 p.m., on weekdays only, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which such holidays are observed.
	On the south side from Veralta Drive to Chapman Court.
Panther Lane	On the east side from University Avenue to Springbrook Drive.
	On the west side from the south curb line of University Avenue to the north curb line of the south leg of Starbeck Circle.
	On the west side from the south curb line of Starview Drive south a distance of 40 feet.
Park Drive	On both sides from Rainbow Drive to Park Circle.
Parker Street	On the south side from Belle Avenue to Victory Drive.
Parrish Street	On the east side from Rainbow Drive to West Winter Ridge Road.
Pearl Street	On the east side between First Street and Third Street.
	On the west side between First Street and a point 35 feet south of the south line of First Street.
	On the east side between the south curb line of West Eighth Street to the north curb line of West 11th Street.
Pendleton Drive	On the east and north sides from Quail Hollow Lane north and west to Lexington Drive.

Pheasant Drive	For a distance of 120 feet east of the centerline of the jog in Pheasant Drive and for a distance of 120 feet west of the center of the jog in Pheasant Drive.
Quail Hollow Lane	On the north side from Quail Run Lane west to the end of the street.
Quail Ridge Road	On the west side from West 12th Street south to Quail Hollow Lane.
Quail Run Lane	On the west side from Quail Ridge Road south to Quail Hollow Lane.
Rainbow Drive	On both sides from Waterloo Road to the east city limits.
Ravine Drive	On both sides from the north curb line of Forrest Road north to the south curb line of Willow Avenue.
Ridgeway Lane	On the west side from the east curb line of Merner Avenue east to the west curb line of Columbia Drive.
River Ridge Lane	On the north side from the west curb line of River Ridge Road north and west to the northeast edge of the cul-de-sac.
River Ridge Road	On the east, north and west sides from the easterly intersection of River Ridge Road with Timberledge Drive, northwest, west, and south to the westerly intersection with Timberledge Drive.
Rownd Street	On both sides from Rainbow Drive to Sunnyside Drive.
	On the east side from Sunnyside Drive to Greenhill Road.
	On both sides from Rainbow Drive to Sunnyside Drive except that parking is allowed from a point 60 feet south of Rainbow Drive on the west side of said street on Sundays between 8:00 a.m. and 1:00 p.m.
	On the east side from Sunnyside Drive to Greenhill Road.
	On the west side from the north line of Primrose Drive north a distance of 20 feet.
	Anywhere within the vehicle drop off lane located on the west side of Rownd Street adjacent to Orchard Hill School, from a point 141 feet north of the north curb line of Valley High Drive north to a point 365 feet north of the north curb line of Valley High Drive, except that parking is permitted in the angle parking area east of the raised curb which separates the vehicle drop off lane from the traveled portion of Rownd Street.
First Street (West)	On both sides between Main Street and the west city limits.
	On the west side from the south line of Primrose Drive south a distance of 40 feet.
Royal Drive	On both sides from Waterloo Road to Melrose Drive.
Russell Drive	On the east side from the south curb line of Sunnyside Drive south to the north curb line of Hawthorne Drive.
Sandahlwood Circle	From the intersection of the north curb line of Pheasant Drive with the west curb line of the east leg of Sandahlwood Circle, along such curb line of Sandahlwood Circle in a northerly, westerly and southerly direction to the intersection of the north curb line of Pheasant Drive with the east curb line of the west leg of Sandahlwood Circle.
Scenic Drive	On both sides from Cottonwood Lane north to the end of the street.
	On the east side from the south curb line of Cadillac Drive south to the north curb line of Sunray Drive.
	On the west side from the south curb line of Cadillac Drive south a distance of 250 feet, from 10:00 p.m. to 6:00 a.m. daily.
Schreiber Street	On the east side from the south end of the street north to the south curb line of Grand Boulevard.
	On the west side from the south end of the street north a distance of 70 feet.
Scoggin Street	On the east side from the north curb line of Newman Avenue north to the south curb line of Grand Boulevard.
Seerley Boulevard	On both sides between Clay Street and Valley Park Drive.
Shady Lane	On the east side from the north curb line of Terrace Drive north and east to the south

	curb line of Loma Street.
South Lawn Road	On the east side from the north line of Bonita Boulevard south a distance of 200 feet.
	On the west side from the south line of Bonita Boulevard south a distance of 60 feet.
	On the east side from the south curb line of Stanwood Drive south a distance of 240 feet.
Springbrook Drive	On the north side from Starview Drive east to Panther Lane.
Spruce Hills Drive	On the west and south sides, from the south curb line of Westgate Avenue to the west curb line of Estate Drive.
Starbeck Circle	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, along the north curb line of Starbeck Circle in a southwesterly, southerly, easterly and northeasterly direction to the intersection of the west right-of-way line, extended, of Panther Lane with the south leg of Starbeck Circle.
	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, southwest along the south curb line of Starbeck Circle a distance of approximately 545 feet, between 8:00 a.m. to 5:00 p.m. Monday through Friday.
Starview Drive	On the east side from the north curb line of Brookside Drive north to a point 240 feet north of the north curb line of Springbrook Drive.
	On the north, northwesterly and west sides of the street from the west curb line of Panther Lane in a westerly, southwesterly and southerly direction to a point 140 feet north of the north curb line of Springbrook Drive.
State Street	On the east side from the south curb line of East Seventh Street to the north curb line of East 18th Street.
	On the west side from the south curb line of East Fourth Street to the north curb line of Waterloo Road.
Summit Drive	On both sides from the north curb line of West 18th Street north a distance of 100 feet.
	On the west side from the south curb line of West 18th Street south to the north curb line of West 19th Street.
	On the east side from the south curb line of West 18th Street south a distance of 50 feet.
	On the east side from the north curb line of West 1 th Street north a distance of 50 feet.
Terrace Drive	On the north side from Cedar Heights Drive to a point 400 feet west of Neola Street.
	On the south side a distance of 165 feet west of the west line of Neola Street.
Timber Drive	On the east and north sides from the north curb line of Grand Boulevard north and west to the south curb line of Greenwood Avenue.
Timberledge Drive	On the north side from the east curb line of the westerly intersection of Timberledge Drive and River Ridge Road east to the west curb line of Westwood Drive.
Timberledge Place	On the east side from the west curb line of the easterly intersection of Timberledge Drive westerly to the north curb line of the westerly intersection with Timberledge Drive.
Tremont Street	On east side between Seventh Street and Eighth Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side of said street for a distance of 60 feet north of the curb line of 18th Street (West).

	On the east side from the south curb line of West 18th Street south to the north curb line of West 22nd Street.
Tucson Drive	On the west side from University Avenue to Arizona Road.
	On the east side from University Avenue to a point 40 feet south of the south right-of-way line of Idaho Road.
Utility Parkway	On the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park.
University Avenue	On both sides from the east city limits to the west city limits.
Valley Park Drive	On the west side from the north curb line of University Avenue north a distance of 110 feet.
	On the east side from University Avenue north to Waterloo Road.
Victory Drive	On the west side from the south curb line of Rainbow Drive south a distance of 40 feet.
	On the east side from the south curb line of Rainbow Drive south a distance of 150 feet.
Viking Road	On both sides from the east curb line of Highway 58 east to the west curb line of Cedar Heights Drive.
	On both sides from the west curb line of Highway 58 west to the east curb line of Hudson Road.
	On both sides from the west curb line of Hudson Road west to the west city limits.
Vine Street cul-de-sac	Around the entire length of the cul-de-sac a distance of 240 feet from the north line of the Cedar Street right-of-way.
Virgil Street	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Walnut Street	On the west side from the north curb line of 18th Street north a distance of 80 feet.
	On both sides from the north curb line of 13th Street north a distance of 40 feet.
	On the west side from the south curb line of 13th Street south a distance of 60 feet.
	On the east side from the south curb line of 13th Street south a distance of 15 feet.
Washington Street	On the west side from the north curb line of West Sixth Street north a distance of 35 feet.
	On the east side from 10th Street to 18th Street.
	On the east side from west Sixth Street to West 10th Street, except from 3:00 p.m. Saturday to 1:00 p.m. Sunday.
	On the east side from the West First Street to West Sixth Street.
	On the west side from the north curb line of West Seventh Street north a distance of 100 feet.
Waterloo Road	On both sides from the east curb line of Main Street east to University Avenue.
West Gate Avenue	On the south side from South Main Street to Heritage Road.
	On the north side from the west line of Heritage Road west a distance of 40 feet.
Westminster Drive	On both sides of said street from Nordic Drive to the end of said street.
Whiteway Drive	On both sides for the entire length of the street.
Willow Avenue	On the north side from the west curb line of Ravine Drive west to the east curb line of Westwood Drive.
Winters Drive	On the south side of the east-west portion of Winters Drive from the east edge of the enlarged semi-circular corner east to the east end of the street.
	On the east side of the north-south portion of Winters Drive from the south line of Hunter Drive south to the north edge of the enlarged semi-circular corner.

(Ord. No. 2945, § 2, 6-17-2019)

Prepared By: Ben Claypool, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

ORDINANCE NO. 2991

AN ORDINANCE AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, **(1)** BY REPEALING THE SUBSECTION PROHIBITING PARKING ON PORTIONS OF ALGONQUIN DRIVE, AND ENACTING A NEW SUBSECTION PROHIBITING PARKING ON PORTIONS OF ALGONQUIN DRIVE IN LIEU THEREOF; AND **(2)** BY ADDING A NEW SUBSECTION PROHIBITING PARKING ON PORTIONS OF ASHWORTH DRIVE.

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

Section 1. The subsection prohibiting parking on portions of Algonquin Drive contained in Section 23-374, Parking prohibited on specific streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, is hereby repealed in its entirety and a new subsection prohibiting parking on portions of Algonquin Drive contained in Section 23-374 is enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Algonquin Drive.	<p><i>On the north and east sides of the street from the east curb line of Ashworth Drive east and south to the north curb line of Amelia Drive, extended east;</i></p> <p><i>On the southwesterly side of the street from the west curb line of Ashworth Drive northwest a distance of 160 feet.</i></p>

Section 2. Section 23-374, Parking prohibited on specific streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding thereto a subsection prohibiting parking on portions of Ashworth Drive, as follows:

Street

Portion Where Parking Prohibited

Ashworth Drive.

On the northwestern side of the street from the north curb line of Algonquin Drive northeast a distance of 100 feet;

On the southeast side of the street from the north curb line of Algonquin Drive northeast to the south curb line of Loren Drive, a distance of 300 feet.

INTRODUCED: _____ May 17, 2021

PASSED 1st CONSIDERATION: _____ May 17, 2021

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
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TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: June 3, 2021
SUBJECT: Mayor’s Monthly Report for May 2021
REF: (a) Code of Ordinances, City of Cedar Falls §2-187(c): Mayor Powers and Duties
(b) FY2021 Cedar Falls City Council Goals and Objectives

1. **Introduction.** In response to the City Council’s expressed desire in references (a) and (b) for written reports at least monthly, I am reporting on my past and planned activities. May was a busy month; with COVID restrictions lifting, more meetings, events and ceremonies are being held in the community, and I’m glad to be able to represent Cedar Falls.

2. **Past Activities in May**

- a. **Public Safety Recognition Event -- May 11.** Thanks for attending this important event: I know that meant a lot to the department. The Public Safety Department will be holding this ceremony each May as a time to celebrate the accomplishments of the city’s public safety personnel.
- b. **Peace Officers Memorial Ceremony -- May 13.** I attended the county’s Peace Officer Memorial Ceremony, which is a moving annual tribute to soldiers who’ve lost their lives in the line of duty.
- c. **Iowa Mayors Association Virtual Conference -- May 13.** Dozens of Iowa mayors met via Zoom for this event, put on by the Iowa League of Cities. We discussed the 2021 state legislative session, and status of particular items of interest (since by that time it had not ended). The IMA is a fairly new organization, and a terrific means for problem-solving and sharing of best practices.
- d. **Iowa Certified Site Meeting -- May 18.** I joined Shane Graham, Public Works, CFU, and Grow Cedar Valley, to provide representatives from IEDA a presentation on the West Viking addition to our South Cedar Falls Industrial Park; this was to obtain status as an Iowa Certified Site, which would give Cedar Falls higher visibility in the state’s economic development efforts. You can see the other certified sites, and general info about the program, at <https://www.iowaeda.com/locations/>.

- e. **El Dorado Block Party -- May 23.** I attended the first of several summer events being co-hosted by neighborhoods, the Gallagher Bluedorn Performing Arts Center and the Hearst Center for the Arts, in order to bring local performing arts into the community. More details are at <https://bit.ly/2SRD9vR>.
 - f. **African-American Heritage Trail Discussion -- May 24.** Amanda Huisman and I met with Charles Pearson, who's leading the African-American Heritage Trail effort. He presented signage concepts and his progress so far on developing an educational trail to showcase Black history in Iowa. I expressed the city's support for this work, and Mr. Pearson agreed to develop a listing of 10 initial sites in Cedar Falls where he would like to place historical markers. His plan is to obtain permission from property owners and use temporary coroplast yard signs as a pilot project, before committing \$80 + labor costs to produce & hang metal signs. I'll continue to work with Mr. Pearson to help him bring his vision to life.
 - g. **Jorgenson Plaza Ribbon Cutting -- May 26.** At a large community gathering, Gilmore's Pub, The Market, and Salon Iris had their ribbon cutting ceremonies. I attended and spoke on behalf of the community, as these facilities are open for public use as well. It's great to see the Western Home Communities working to have their own central "third place" for socializing which is a nexus for the community to engage as well.
 - h. **Fire Training Observation -- May 27.** Several council members joined me to observe Police Division and Fire Division personnel as they practiced firefighting techniques in the State's mobile training facility. A few years ago, a dedicated CF fire training facility was listed in the CIP, but with these tractor-trailer based options, it was removed as an unnecessary expense. The department will plan to bring in a different trailer this fall which trains firefighters on air supply management.
 - i. **Emergency Operations Plan Discussion -- May 27.** Mr. Gaines and I met for an hour and a half to discuss how we would split the assigned duties within the City Multi-Hazard Emergency Response Plan, in the new version being drafted this year. The existing plan from 2015 did not incorporate the Administrator role, and so we worked out what were "executive" things that I needed to personally do, and what were "administrative" functions that could be delegated to the City Administrator in the plan. There are still lots of things that, by law, ONLY the mayor can do (like declare a public emergency). This update will be helpful in getting administrative tasks off the mayor's plate in crisis.
3. **Planned Activities for June:**
- a. **Committees.** I will continue working with staff to develop options and recommendations for the initial discussion at the Committee Structures work session, which is tentatively scheduled for July 6th.
 - b. **City Multi-Hazard Emergency Operations Plan.** Staff has provided suggested changes to the EOP, and I have incorporated those and provided a draft to the CFU

General Manager as well for their feedback on certain Incident Annexes. I will be sending the draft plan to the County EMA coordinator in late June for feedback; we're on track for plan approval by the City Council at our first September meeting.

- c. **2025 Community-Wide Strategic Plan.** I'll be working with staff to get updates on the Future Forward 2025, which is tentatively scheduled as a Committee of the Whole presentation in August. While it hasn't gotten a lot of publicity, organizations have been hard at work to carry out the plan, and we have some significant successes to celebrate. I look forward to our doing that in the months ahead.
 - d. **Council Orientation Handbook.** Council has expressed interest in updating the City Council Orientation Handbook, which was last published in 2013. I've been pulling resources & references, and will continue preparing for that Council Work Session, tentatively scheduled for August 2. Please feel free to provide me with any references and materials that you've found useful in carrying out the City Council Member role.
4. As always, please don't hesitate to call, visit or e-mail if you have questions about these or other items I'm working on.

Xc: City Clerk
City Administrator

###



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

Robert M. Green

FROM: Mayor Robert M. Green
TO: City Council
DATE: June 3, 2021
SUBJECT: CY2021 Appointment of Standing Committees (Revised)
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-68
 (b) Robert's Rules of Order, Newly Revised
 (c) Cedar Falls Administrative Rule #07
 (d) City Multi-Hazard Emergency Response Plan

1. In accordance with reference (a), I hereby appoint the following standing committees of the Cedar Falls City Council for the remainder of Calendar Year 2021.
 - a. **Administration Committee:** Kelly Dunn, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, David Sires.
 - b. **Community Relations and Planning Committee:** Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, David Sires.
 - c. **Public Works:** Mark Miller, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, David Sires.
2. As required by reference (a), the first person named on each committee shall be the chair of that committee.
3. The only change is the chair assignment for the Administration Committee. In reviewing reference (d), the mayoral line of succession is listed as mayor pro tem, then most senior member of council, then the chair of the Administration Committee. For this reason, it is necessary to ensure that the mayor pro tem and Admin Committee chair are not the same person.
4. Standing Committees shall be guided by references (a) through (c) in the proper conduct of committee deliberations and actions under parliamentary procedure.

###

From: Willie Barney

Sent: Tuesday, May 25, 2021 1:02 PM

To: Toni Babcock; Rob Green; Frank Darrah; Susan Langan; Melissa Heston; Eashaan Vajpeyi; Kelly Dunn; Dave Kivett; Mario Basurto; Jordyn Beranek; Spencer Luvert; Teri Jorgensen

Subject: Thank you

Good afternoon. First off, I want to thank each of you for your willingness to volunteer to lead our community and beyond. I have been blessed by the opportunity to serve our community and to serve with each of you whether it's been over many years or briefly. With that said, I have recently accepted a job in another school district that will lead to my wife, our two youngest children, and me to relocate to another community. With this relocation, I believe it best for me to step down from my official city engagements. We are thankful for the lifetime of memories that we've had here and we look forward to maintaining strong bonds here as our college age children, in-laws, other family and friends remain in the area. Please do not hesitate to reach out as you move forward through the important work ahead of the community.

Again, thank you.

Willie

Willie Barney, Ed.D.

Cedar Falls Human Rights Commission-Chairman

City of Cedar Falls

Cedar Falls, IA 50613



MAYOR ROBERT M. GREEN

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www.cedarfalls.com

TO: City Council
FROM: Mayor Robert M. Green *Robert M. Green*
DATE: June 1, 2021
SUBJECT: Reappointment of Director Stephanie Houk Sheetz to MET Transit Board
REF: (a) Metropolitan Transit Authority Charter

1. The cities of Cedar Falls and Waterloo entered into an agreement to form the Metropolitan Transit Authority (MET) in 1981 per reference (a). It called for 13 members on the Board of Trustees, of which Cedar Falls would have four appointed members. One would be elected by the President of the Northern Iowa Student Government and the others residents of or employed within the City of Cedar Falls.
2. In accordance with the candidacy and qualification requirements, I hereby nominate Stephanie Houk Sheetz, Director of Community Development for reappointment to the MET Transit Board, term ending 6/30/24.

Xc: City Administrator
Planning and Community Services Manager

#



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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Item 13.

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: June 2, 2021
SUBJECT: Art and Culture Board – Member Reappointment
REF: Code of Ordinances, City of Cedar Falls §17-133: Art and Culture Board

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Art and Culture Board for reappointment, as their current terms expire on July 1st.

- Ms. Lauren Finke (Reappointment) – Term ends 7/1/2025
- Ms. Kendra Wohlert (Reappointment) – Term ends 7/1/2025

2. The board service of both nominees has been reviewed by Community Development staff; both members have had excellent attendance and have actively been contributing to the work of the Board; both have agreed to serve for an additional term if approved by the City Council.

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

xc: City Administrator
Director of Community Development
Visitors, Tourism and Cultural Programs Manager

#

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

May 17, 2021

The Committee of the Whole met at City Hall at 5:20 p.m. on May 17, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Sudan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the first item on the agenda, the Planning & Zoning Commission's Recommended Draft of the Downtown Zoning Ordinance. Karen Howard, Planning and Community Services Manager introduced Ms. Mary Madden and Mr. Geoff Ferrell from Ferrell Madden and Ms. Elizabeth Garvin with Community ReCode.

Ms. Howard gave an overview of the zoning code review, adoption and public review process to date.

Ms. Madden gave an overview of the basis of the recommended draft of the Downtown Zoning Ordinance that included the project introduction, project study area, Charrette week, Downtown Vision Plan adopted by City Council in 2019, Vision Plan recommendations, and translating the vision into development regulations.

Mr. Ferrell gave a walk-through of the proposed code that included form-based code components, character district sections, definitions, regulating plans, building form standards, architectural standards, public realm standards, parking and loading, and building functions.

Ms. Garvin gave an overview of the administrative updates, which included the site plan review process, proportionate compliance, minor adjustments and land use classification updates.

Ms. Madden explained the amendments that the Planning and Zoning Commission made to the initial draft of the code.

Ms. Howard stated the Planning and Zoning Commission's recommended draft is available at ourcedarfalls.com; the public can submit questions and comments to planning@cedarfalls.com and a decision matrix will be drafted for any requests for amendments. Ms. Howard gave an overview of the tentative timeline for the next steps: June 7-Council Work Session, June 21-Council Work Session, July 19-Committee of the Whole, August 2-Public Hearing/First Reading, August 16-Second Reading, and September 7-Third Reading/Adoption.

Mayor Green opened it for public comment. Councilmember Harding asked if a self-employed resident can work in their home. Ms. Madden confirmed this would be permitted. There is no change to the home occupation regulations in the code. Councilmember Kruse expressed concerns about the allocated parking; required building line; and asked if the City Council would get to review building plans if the zoning review committee doesn't agree with the building. Ms. Madden verified the building line has room for articulation and a variance can be requested, but any request for a variance would be reviewed by the Board of Adjustment per Iowa law. Mr. Ferrell verified the standards are flexible and only a percentage of the building from building wall must be on the required building line. Ms. Howard stated that all of the current

zoning districts included in the downtown study area are older zones and currently don't require Planning and Zoning or City Council approval, except those in the Central Business District Overlay. Ms. Howard stated that the proposed code aims to streamline the process for the developer and adds certainty to the community of what the results will be. Mayor Green asked about feedback from developers. Ms. Howard stated the developers have indicated interest in the streamlined process; they just want to know what they can build and what the standards are, even though there are more regulations on the books. Councilmember Kruse expressed concern about the appeal process and asked if someone can appeal to Council. Ms. Garvin stated that under Iowa Law an appeal is reviewed by the Board of Adjustment. Mayor confirmed the code is meant to set standards that developers can follow and someone can appeal to Council because they were not following the set standards that are in place. Ms. Howard confirmed the goal is to be more clear and objective in our standards of our zoning ordinance, so there is less gray area for interpretation. Councilmember Sires disagrees with removing Planning and Zoning from the process and wants to speak to the downtown. Councilmember deBuhr asked if there was any feedback from homeowners and has concern about banning vinyl siding. Ms. Howard indicated that the Commission discussed and made changes to the draft code to allow vinyl siding under certain circumstances and the matrix lays out the pros and cons. Ms. Howard stated many calls were received from neighborhood residents regarding the new code and most viewed it positively, some of these residents are zoned commercial at this time and the new code will recognize these areas as residential. Councilmember Darrah encouraged the Council to address the concerns at the Work Sessions and encourages developers to give input.

Mayor Green introduced the second item on the agenda, Recreation Update by J.J. Lillibridge, Recreation and Community Programs Manager.

Mr. Lillibridge gave an overview of the recreation team, background on the recreation center, The Falls Aquatic Center, athletics, and fitness provided by the Recreation Center. Mr. Lillibridge explained the response during COVID-19 and how they have accommodated since re-opening in June. Mr. Lillibridge reflected back on the 2019 feasibility study and where are we going (current trends in Parks and Recreation, market study in Cedar Valley, pricing and understanding our costs, collaborative partnerships, and what is our role in the community). Mr. Lillibridge stated that we are more than facilities (parks, trails, Hearst Center for the Arts, Falls Aquatics Center, Community Center, and the Recreation and Fitness Center) and they want to provide unique experiences and provide the best services. Mr. Lillibridge explained you can't do any of these things without the people or the participants and we want to allow the participants to tell their story. Councilmember Darrah asked since the Place to Play Park has had such great success are there future plans for additional parks or implementation of that equipment in other parks. Mr. Lillibridge stated it's important that our parks and trails are inclusive and have easy accessibility; we are looking at those inclusive items, but want to make sure it's not oversaturated. Mayor Green asked about summer hiring challenges this year. Mr. Lillibridge stated we are trying to be creative and appeal to the younger generation with hiring and will be conducting walk-in interviews for the front desk, councilors, youth sports and lifeguards.

There being no further business, Mayor Green adjourned the meeting at 6:57 p.m.

Minutes by Kim Kerr, Administrative Supervisor

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

June 2, 2021

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

Mayor Green and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Combined Averaged Score
1	Joshua Mixdorf	521	36	557
2	John-Paul Sager	497	36	533
3	Andrew Snyder	459		459
4	Zachary Andersen	452		452

Respectfully Submitted,

John Clopton, Commission Chairperson

Paul Lee, Commissioner

Vacant

Approved by roll call vote on 6-2-21 in the absence of signing at an in-person meeting due to COVID19.

Approved by roll call vote on 6-2-21 in the absence of signing at an in-person meeting due to COVID19.

Orig: Jacque Danielsen, City Clerk
Cc: Civil Service Records

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



April 2021

APRIL 2021 MONTHLY REPORTS

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FINANCIAL SERVICES April 2021

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Treasurer and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$51,500,000 invested in CD's and \$23,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	2	\$7,500,000.00
PFMM Deposit	3	18,000,000.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$134,729.43

FY21 Budget

We received Departmental amendments to the FY21 Budget from each department in April. The certification resolution was published April 21, 2021 and the public hearing was set for May 3, 2021.

Miscellaneous Financial Activities

For April, 34 payroll checks and 654 direct deposits were processed. Accounts receivable were processed and 185 invoices were mailed out to customers. 1,383 transactions for accounts payable were processed and approved by the City Council for payment and 440 checks were mailed out to vendors.

Benefits & Compensation Activities

1. City staff met with benefits consultants at Holmes Murphy & Associates via conference call to receive final health and prescription drug renewal rates and information. The meeting also included discussion on the City's long term disability renewal. Final documentation for the renewal will be sent out to the City to complete in May.
2. The American Rescue Plan Act ("ARPA") went into effect April 1st. As allowed by the Act, the City extended its leave policy based on the Families First Coronavirus Response Act ("FFCRA") that allows individuals who qualify to receive federal leave for Coronavirus related absences. ARPA provided additional categories in which an employee would qualify for leave beginning April 1.

3. ARPA also requires additional notices be sent out to former employees related to COBRA benefit coverage. City staff created these notices based on Department of Labor model notices and is in the process of distributing them as required.
4. City staff virtually attended webinars and had multiple discussions with the City's benefits consultants related to ARPA implementation.
5. Staff continued to provide updates to employees on how their benefits can be used and how they are affected by legislation changes during the pandemic as information and City policy has been constantly changing.
6. The Summary of Material Modification to the Summary Plan Description for the Dependent Care Flexible Spending Arrangement was distributed to all required employees.

**FINANCE & BUSINESS OPERATIONS
HUMAN RESOURCES
APRIL 2021**

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Organized COVID vaccination clinic at Public Works Complex on April 8 and April 29
- Risk Management Committee meetings (April 7 and April 21)
- Regular review of COVID cases / situations
- Reviewed two contracts / agreements for required insurance
- Review and follow-up of seven public events permits
- Job classification review & updates
- Review of personnel policies
- Assisted with benefits administration
- Benefits renewal process and review of COBRA admin contract
- Preparations continued related to the filing of an H-1B visa application/petition with the USCIS
- Assisted with performance evaluation processing
- Updated the City's employment application
- Recruitment/Employment tasks related to:
 - FT positions: Civil CAD Technician, Community Services Coordinator, Engineering Technician I, Equipment Operator, Land Surveyor, Maintenance Worker (Refuse), Principal Engineer, Public Safety Officer, Public Safety Supervisor-Capt., Public Safety Supervisor-Lt., Tourism & Cultural Programs Manager
 - PT positions: Administrative Assistant, Community Service Officer, contracted Custodians, Library Assistant, Parking Attendant
 - Seasonal/special purpose position influx for the Community Development and Public Works departments (Hearst Instructors; Rec. Aquatics, Camp Staff, Front Desk Receptionist; and Engineering Interns and Laborers); and Paid on Call (POC) Police Reserve Officer and Police Reserve Officer.
 - Coordinated with ISU to participate in their virtual engineering career fair for Intern candidates.

CIVIL SERVICE COMMISSION

- Re-appointment of Commissioner John Clopton was completed April 5.
- Recruitment continued to replace former Commissioner Sue Armbricht.
- Prepared May 5, 2021 Civil Service meeting materials and set-up.
- Review of Local Rules & Regulations

HUMAN RIGHTS COMMISSION

- Meeting held on April 12, 2021
- Selection committee interviewed potential commissioners
- Two new commissioners appointed on April 19, 2021
- Completed review and update of Bylaws

RACIAL EQUITY TASK FORCE

- Executive committee meeting held on April 7
- First full task force meeting held on April 28
- Engaged in conversations on purpose, vision and key focus areas

Finance and Business Operations Information Systems Division Monthly Report April 2021

Summary of projects, training and staff activities

- Work on the new dispatch software continues
 - The dispatch network administrator and Central Square IT contractor were assisted with point to point configuration between county and public safety.
 - A Benchmark FTO software meeting was attended at the public safety building
 - CFU was met out at public safety in order to get a direct fiber line to county activated for our Central Square PSS software project
- A wireless upgrade project was awarded to CDW-G vendor. He provided state pricing which was the lowest bid. We should have all equipment delivered in May and wireless access should be upgraded in early June.
- We continue work on the new document management software, we are currently migrating documents into Laserfiche.
- We have sent an RFP out for an upgrade of the sound system at the Community Center they are due back on May 12.
- We continue to replace desktops with laptops and docking station to enable remote work or flexibility to working locations.

Software Purchase/Installation/Upgrade Activities

- 64 software installations for 5 different departments
- 2 server restarts
- 4 new software purchase

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 18 new pieces of equipment purchased for 2 different departments and inventory.
- 4 new equipment installations for 2 different departments.
- 1 equipment warranty repairs for the Hearst Center

Problem Resolution Activities & Assistance Activities

- 56 problem resolution or assistant activities took place for 11 different departments and the library

Graphic Design Activities

- Hearst Center: business letter, LWL postcard, summer brochure, First Fifty poster, Fundraising materials, social graphic help, Passport to the Arts sheet
- Tourism: IA tour guide ad, trail maps kiosk design, Beer Trails event logo and materials, group itinerary, historic tour brochure, meeting fliers, vinyl layout, North Cedar brochure updates
- Other: website and social media maintenance/graphics, business cards, promotional/communications graphics, logo for Rec event, engineering note pads, heart CF campaign logo assistance, business and industries materials, Rec class flier

Channel 15 Programming Activities

- Cable TV Summary of projects
 - Produced two Serving the Valley shows
 - Shot, Wrote and Produced video for the Cedar River Recreational Project to use for fundraising purposes.
 - Began production of seven videos for the annual Business & Industry Awards, which will be held June 3.
 - Produced promos for 2021 Sturgis Falls Celebration, 2021 Sturgis Falls Run, and Movies Under the Moon 2021.
- Upgraded the following facilities and equipment
 - Met with city staff and IT about improvements to the audio and video at the Cedar Falls Community Center.
 - Purchased new video switcher for the truck because the old switcher was aging and no longer eligible for repairs and a new video replay system to replace aging system that is also no longer eligible for repairs because of it's age.
- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings using Zoom
 - Two Committee of the Whole meeting using Zoom
 - Two Planning & Zoning meeting
 - One Cedar Falls School Board meeting
- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcement
- Produced/aired 7 public meetings, 1 CFHS events, 2 UNI events and 9 other regular educational, community and sport productions.
- Aired 4 new Panther Sports Talk shows.
- Aired 4 new Heartland shows, featuring Iowa Hawkeye athletics
- Produced and aired 3 new City News Stories
- Continued weekly encoding and programming of the following church services for Public Access. This has been especially important during the COVID19 Pandemic.
 - First United Methodist Church
 - Orchard Hill Church
 - Nazareth Lutheran Church
 - Fresh Wind Ministries
 - St. John Lutheran Church
 - First Presbyterian Church
 - Kimball Avenue Methodist Church Waterloo
 - First United Methodist Waterloo
 - First Baptist Waterloo
- Drone flights included:
 - Main Street video for upcoming Business and Industry award videos.
 - Cedar River Recreation Project
 - 1st Street Road Construction
 - Ashley Furniture Warehouse
 - Ashley Furniture Retail Store at College Square location
 - Zuidberg for Business and Industry award videos.
 - Kryton for Business and Industry award videos

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Met with EMA, county and vendor staff to discuss project for dispatch system upgrade specifications and review first draft of mapping data
 - Created addressing for all park land for PW and upcoming dispatch upgrade
 - Created aerial mosaic for Engineering related to the Northern CF drainage study
 - Worked with Engineering to complete MS4 permit documents
 - Reviewed all storm water site plans
 - Met with LAMA staff to review first import of rentals from Firehouse
 - Met with Water Rec staff to resolve a sewer issue on Winding Ridge
 - Met with Engineering to discuss sanitary sewer extension off S Main
 - Updated all web maps
- 6 web and database projects were completed for 4 different departments
- Completed 3 different data requests for 3 different entities.
- Created 7 new maps for 4 different departments.
- Captured 128 GPS locations
- Attended webinar related to Firehouse data export in to ESO
- Created 57 new addresses.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
April 2021**

REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:

Traffic Court:

City Cases Filed: 139 (this number includes both City and State tickets)

Cases Set: 12 (Traffic) 1 Code Enforcement)

Trials Held: 1 (Traffic) 0 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 7 agreements
- Racial Equity Task Force
- Outside Code revisions
- Continued Update of Risk Management Policies
- Civil Service Rule updates

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
APRIL 2021**

Public Records Activity

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

Surveyed comparable cities and presented information to Mayor and City Council to discuss City Council packet deadlines.

Licenses and Permits Issued

3	Mobile Merchant license
1	Tree Trimmer licenses
1	Sidewalk Café permits
0	Poultry licenses
82	Pet licenses
11	Annual "Paw Park" permits
5	Public Event permits
5	Construction parking permit
6	Cemetery Interment Rights Certificates
12	Liquor licenses and beer/wine permits.
8	Tobacco permits

Prepared and filed with the County Assessor the annual sidewalk assessments for expenses incurred by the city to replace sidewalks adjacent to affected properties.

Staff attended training and participated in the implementation of the Iowa Alcoholic Beverages Division's new licensing software.

Staff attended training at the Spring Conference of the Iowa Municipal Finance Officers Association.

The unemployment rates for the month of March 2021 were 4.5% for the Waterloo-Cedar Falls Metropolitan Area, 3.7% in Iowa, and 6.2% in the U.S.

Parking Activity

Enforcement

892 – Parking citations issued.
\$ 294.00 – Citations paid.

Paid parking continues to be suspended in the municipal lots in both Downtown and College Hill areas per City Council action to extend the suspension of paid parking until August 1, 2021.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
APRIL 2021**

Library Activity

Usage Statistics	February 2021	March 2021	March 2020
Customer Count	3,876*	7,198*	9,672
Circulation	23,506	31,911	30,416
Event Attendance	1,444**	2,143**	4,914

*Curbside customers plus browsing hours in the building

**Virtual events via Facebook Live and Zoom.

***Curbside only

Special events in April included the following:

- Camp NaNoWriMo: A series of programs for local writers to help them polish their work.
- Good Neighbor Iowa, a program in collaboration with Green Iowa America that addressed reducing the use of pesticides.
- Virtual storytimes, tween events, and teen events.
- Dan Meier, CFPL's Seed Librarian, installed raised garden beds in front of the library for hands-on activities for the library's gardening programs. The raised beds were funded by the Cedar Falls Community Foundation, Kathryn L Ray Fund for use by the Library.
- The librarians who select materials for the library's collections recently completed a course about auditing library collections for diversity and inclusion, and they are currently in the process of analyzing the library's holdings and purchasing materials that are more diverse and inclusive. This process will be ongoing.

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

Community Center Activity

Beginning in February, the Community Center building was used as a temporary COVID-19 vaccination site for a limited time by a local healthcare provider. On days when there is no clinic, the pool rooms and limited seating areas are available for individuals and small groups (10 or less) for informal pool games, card games, for free Wi-Fi access, or just to visit. In April, the Community Center continued to offer Grab n' Go Activity kits for seniors; some were delivered to senior living facilities and to homebound seniors. The vaccination clinic will finish at the end of June, and regular weekday senior programming will resume in July.

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

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

\$92,721,297.00
 \$166,469,015.00
 \$2,240,722.00
 \$58,708,157.00

Apr-21

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	17	0	\$6,374,473.00	\$44,268.65	103	0	\$32,655,809.00	\$228,482.45
Multi-Family New Construction								
Res Additions and Alterations	111	0	\$1,281,180.00	\$22,821.00	755	0	\$10,154,419.00	\$161,340.00
Res Garages	6	0	\$51,355.00	\$892.75	44	0	\$520,258.00	\$9,070.25
Commercial/Industrial New Construction	1	0	\$1,800,000.00	\$9,417.75	7	0	\$27,608,500.00	\$127,043.05
Commercial/Industrial Additions and Alterations	11	0	\$1,078,916.00	\$9,214.21	84	0	\$10,671,185.00	\$78,306.85
Commercial/Industrial Garages								
Churches	2	0	\$321,168.00	\$2,797.90	3	0	\$2,744,639.00	\$14,803.05
Institutional, Schools, Public, and Utility	1	0	\$81,728,953.00	\$342,323.00	3	0	\$82,028,953.00	\$344,984.50
Agricultural/Vacant	1	0	\$85,252.00	\$949.75	1	0	\$85,252.00	\$949.75
Plan Review	13	0	\$0.00	\$124,095.00	77	0	\$0.00	\$249,379.00
Total	163	0	\$92,721,297.00	\$556,780.01	1077	0	\$166,469,015.00	\$1,214,358.90

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

Apr-21

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	70	0	\$0.00	\$6,213.00	623	0	\$0.00	\$64,519.80
Mechanical	82	0	\$0.00	\$6,808.00	819	0	\$0.00	\$78,565.00
Plumbing	105	0	\$0.00	\$10,498.00	738	0	\$0.00	\$68,053.50
Refrigeration					5	0	\$0.00	\$576.00
Total	257			\$23,519.00	2185			\$211,714.30

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					4	0	\$0.00	\$450.00
Mechanical					4	0	\$0.00	\$300.00
Plumbing					8	0	\$0.00	\$900.00
Refrigeration								
Total	0			\$0.00	16			\$1,650.00

Building Totals	163	0	\$92,721,297.00	\$556,780.01	1077	0	\$166,469,015.00	\$1,214,358.90
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Grand Total	420	0	\$92,721,297.00	\$580,299.01	3278	0	\$166,469,015.00	\$1,427,723.20
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Item 16.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
April 2021**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on April 14, 2021 and April 28, 2021.

Applicant	Project	Recommendation	Action Taken
Hi Yield, LLC	CBD Overlay Site Plan for Mixed Use Building on 7 th & Main (Case #SP20-012)	April 14, 2021 Defer to future meeting	Deferred
Lydia Brown, Skogman Realty	LUMA & Rezone from M-1 to HWY-1 for 7009 Nordic (#RZ21-002)	April 14, 2021 Withdrawn	Withdrawn
Oster Family Limited Partnership	Rezone Pinnacle Prairie from A-1 & R-1 to MU and update Master Plan	April 14, 2021 Approve	Approved
City of Cedar Falls	Review of the draft of a new Downtown Zoning Code	April 14, 2021 Discussion	Continued
Isaac Campbell	CBD Overlay Design Review of Wheatpasting Murals	April 14, 2021 Approve	Approved
Wes Geisler	CHN Overlay Review of adding bedrooms to 704-706 W 28 th	April 14, 2021 Approve	Approved
Davenport Farm and Fleet Inc./Andrea Rand, ISG Inc.	Minor Subdivision Plat – Lot 2 of Blain's Corner 2nd Addition	April 14, 2021 Discussion and Continue	Continued
Davenport Farm and Fleet Inc./Andrea Rand, ISG Inc.	Hwy-1 Site Plan – Aldi's at Blain's Corner	April 14, 2021 Discussion and Continue	Continued
Hi Yield, LLC	CBD Overlay Site Plan for Mixed Use Building on 7 th & Main (Case #SP20-012)	April 28, 2021 Defer to future meeting	Deferred
Davenport Farm and Fleet Inc./Andrea Rand, ISG Inc.	Minor Subdivision Plat – Lot 2 of Blain's Corner 2nd Addition	April 28, 2021 Approve	Approved
Davenport Farm and Fleet Inc./Andrea Rand, ISG Inc.	Hwy-1 Site Plan – Aldi's at Blain's Corner	April 28, 2021 Approve	Approved
City of Cedar Falls	Rezoning of property in proposed Downtown Character District	April 28, 2021 Discussion and Continue	Continued
B3 Brew, LLC / Robinson Engineering	HWY-1 Site Plan – Scooter's Coffee at 315 Viking Plaza Drive	April 28, 2021 Approve	Approved

CJS Ventures LLC / Emergent Architecture	CBD Overlay Design Review – Taylor Vet Clinic at 315 State	April 28, 2021 Approve	Approved
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Group Rental Committee – A meeting was held on April 20, 2021.

<u>Address</u>	<u>Unit</u>	<u>Owner</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>GRC</u>	<u>BRHA</u>
812 Melrose Drive	1	ARJ Properties, LLC	4	3	4/20/2021	5/03/2021

Board of Rental Housing Appeals – No meeting was held in April.

Board of Adjustment – No regular meeting held

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	<u>Date</u>	<u>Notes/Actions</u>
Bicycle and Pedestrian Advisory Committee	04/06/2021 Via Videoconference	Discussed status of the Bike Plan and next steps. We are still pending a report from Engineering that will be helpful in guiding the committee's recommendations. Also discussed the Mayor's email to the Chair about becoming an official board or commission. Also discussed briefly the winter trails map and the committee expressed praise to the City for trail clearing through the winter. They also touched on preparations for May Bike Month.
College Hill Partnership	4/13/2021	No regular Board meeting. Annual membership meeting was held on April 13 at 6:00 PM. Staff did not attend this meeting since it was for election of new board members.
Historic Preservation Commission	04/13/2021	At Historic Preservation Commission meeting, commission and attendee shared some updates on 16 th Brick Street. Commission did not have any updates for College Hill Historic Scavenger Hunt project. Cedar Heights self-guided walking/biking tour brochure in final form.
Housing Commission	No meeting	No agenda items to discuss.
Community Main Street Design Committee	04/16/21 Via Videoconference	Commission discussed the design review application for Taylor Vet Clinic. City staff provided information on timeline for review at P&Z and Council. Committee also discussed the façade grant application for George's

Local and shared updates on flowerpots in downtown.

Parking Committee –
Downtown and College Hill

No meeting

No Meeting was held.

LAND USE INQUIRIES AND PERMITTING

- 425 general inquiries, including walk-ins, and staff responses with information/assistance.
- 140 land use permits were issued.

OTHER PROJECTS FOR APRIL INCLUDED:

- Bike/Ped Plan update project is ongoing. Staff is preparing updates to the plan in response to input from the Bike-Ped Committee.
- Downtown zoning code update under formal public hearings at P&Z. Recommended draft anticipated in May.
- Wayfinding signage contract with Nagle Signs requires amendment due to increased size of signs. Installation of signage anticipated by the end of June.
- Resilience Plan draft being prepared based on community input.
- Presented to the Gaming Commission regarding \$1.5 million grant request for the Cedar River Recreation Project
- City Council reviewed the P&Z recommended draft of *Imagine College Hill! Vision Plan* at their April 5th Committee of the whole meeting.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to development activity in the floodplain.
- Advising on inquiries related to the rental to owner conversion program.

ECONOMIC DEVELOPMENT:

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Submitted information to IEDA showing a location in the CF Industrial Park for a potential large industrial user.
- Attended the Heartland Economic Development Course hosted by the University of Northern Iowa Institute of Decision Making.
- City Council approved an agreement for private development for a redevelopment project at 108 E 4th Street in the downtown area.
- Processed annual tax rebates for several businesses per previously approved tax rebate agreements.
- Participated in an online call with a foreign company about plans to potentially locate in the United States. Gave information about Cedar Falls and how our city could meet their business needs.
- Received and submitted to City Council the bi-annual reports by Community Main Street and College Hill Partnership as it pertains to their FY21 funding.

CDBG

- Working on approval of the FFY21 Annual Action Plan for CDBG program; exploring options for developing a program for improvement to rental properties serving low/moderate income persons.

- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Planning is working with the Service Agencies and schools to provide signed contracts to be approved by City Council. 7 of 8 contracts have been approved to date.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	289	Rent Subsidies (HAP payments)	\$101,737
New Applications Taken	5	Utility Payments	\$ 1,161
Units under Contract	213	Admin Fees	\$ 15,230
Initial Vouchers Issued	1		
Mover Vouchers Issued	1	Lease Up Goal	235
New Admissions	1		

Ongoing

- Completed update to the Administrative Plan, preparing to go to Commission.
- Scanning all files into system
- Added new landlords

ADD A DOLLAR REPORT

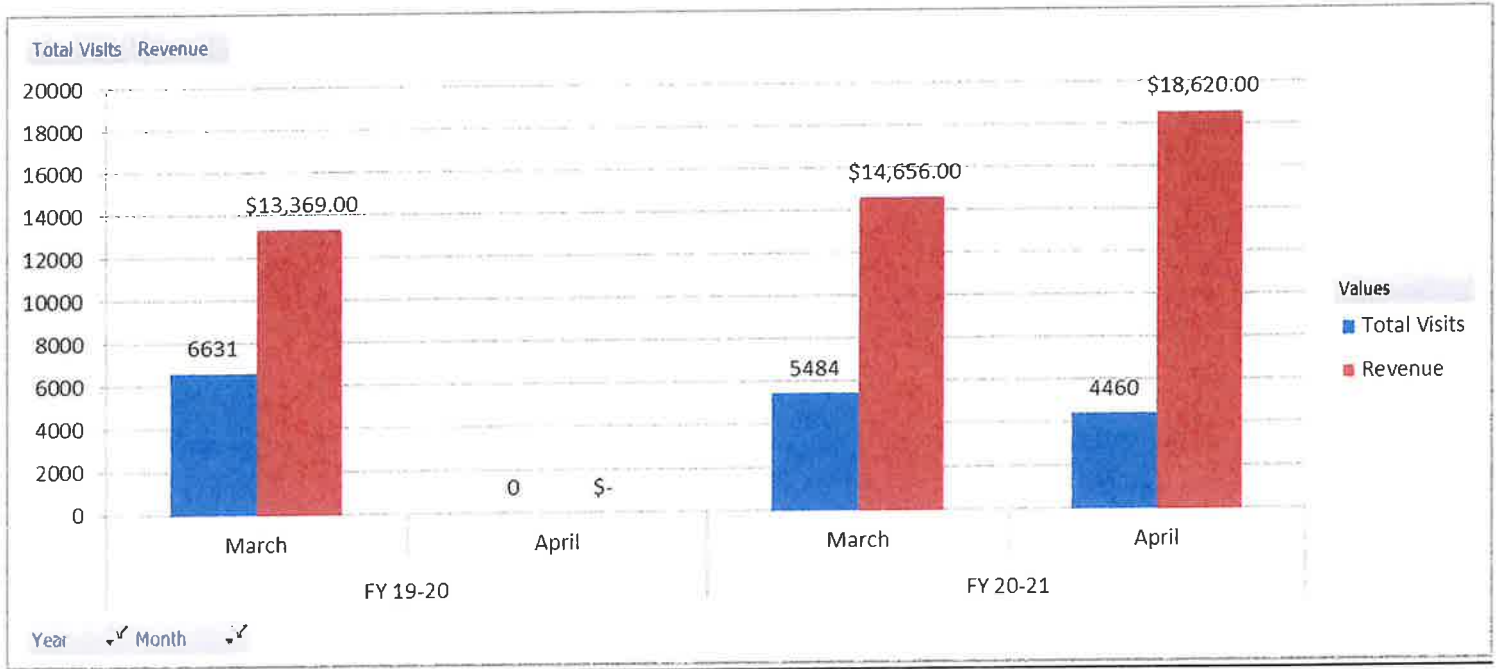
There were no applications received for utility assistance in April. There was a balance of \$30,903 as of April 30, 2021. There is COVID money available to help with utilities that Operation Threshold is using before using Add a Dollar funds, so no applications in January, February, March or April this year.



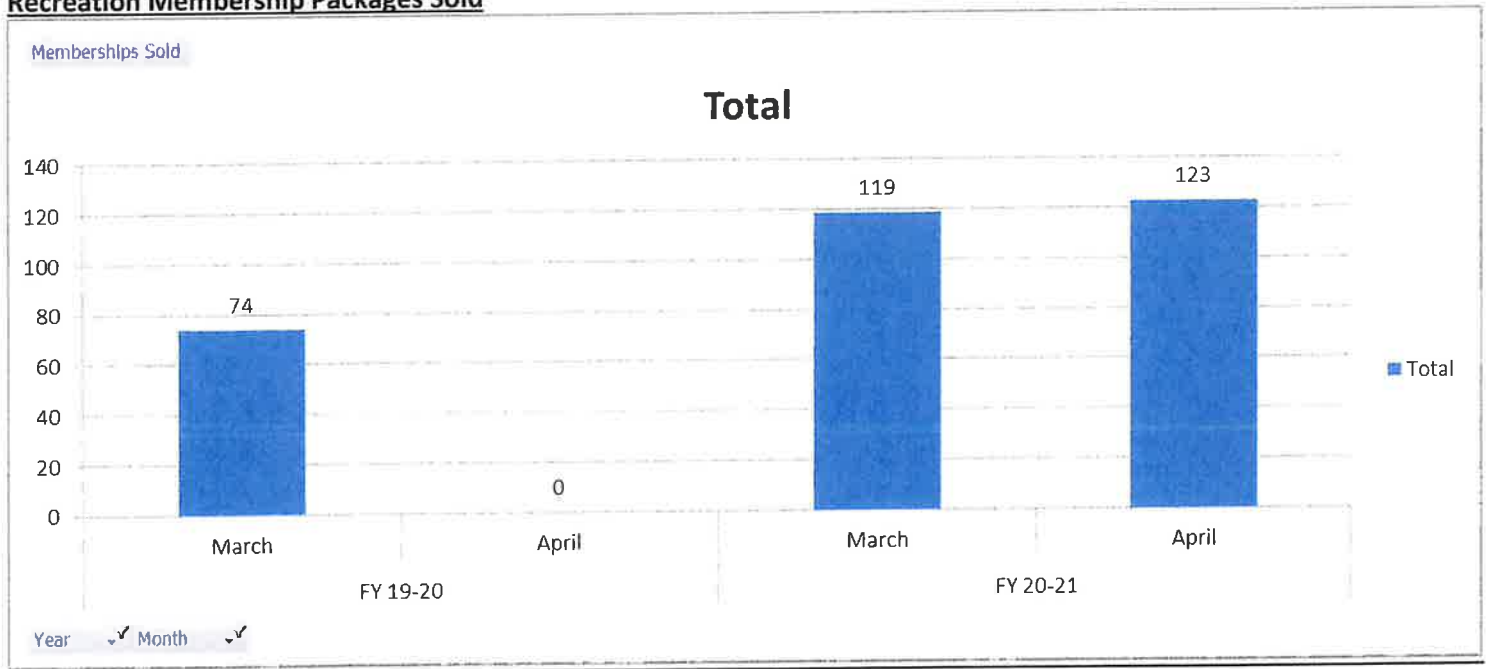
Sincerely,

J.J. Lillibridge
Recreation and Community Programs Manager

Recreation Center Usage & Revenue



Recreation Membership Packages Sold



	March (2021)	April (2021)	April (2020)
Recreation Programs			
Fitness Classes Offered	139	130	0
Fitness Class Attendance	1076	1062	0
Personal Training Sessions	68	89	0
Massages	37	51.5	0
Indoor Park	91	45	0
Youth Soccer	0	73	0
Wrecking Crew Softball	0	15	0
Wrecking Crew Baseball	0	45	0
Sales			
Swim Pass Sold Winter	6	0	0
Swim Pass Sold Summer	0	23	0
Swimming			
Open Rec Swim/Lap Swim Numbers	624	630	0
Aquatic Program Usage	573	2076	0
Rentals			
	February (2021)	March (2021)	March (2020)
Total	0	11	0

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
April 2021



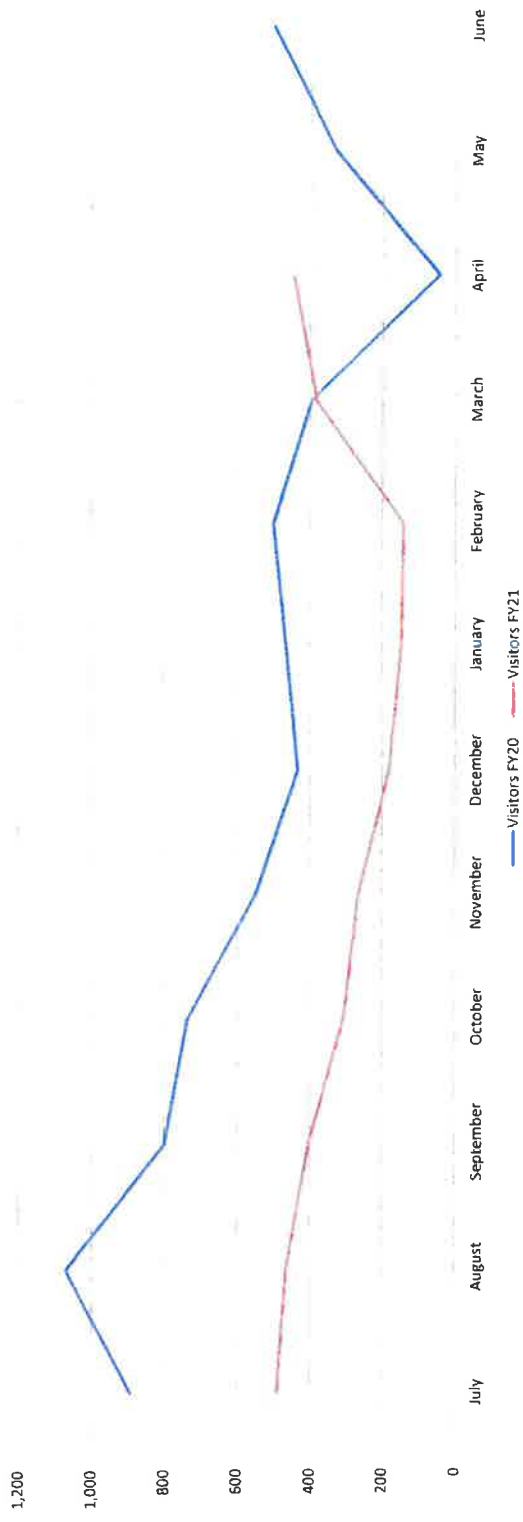
	<p>Meetings, Conferences and Business Travel Marketing and Services</p> <ul style="list-style-type: none"> ▪ Met with Bands of America to discuss potential sponsorships. ▪ Hosted site visit for Iowa Realtors upcoming Summer Meeting. ▪ 6 RFP's are currently in process. ▪ Have added 6 new events/meetings to the calendar. ▪ Working with Cvent to enhance our listing.
	<p>Leisure Travel Marketing and Services</p> <ul style="list-style-type: none"> ▪ Met with KCRG team to pitch ideas for Our Town features during the week of June 21. ▪ Attended special Cedar Trails Partnership board meeting to apply for funding to repair Cedar Valley Lakes Trail in George Wyth State Park. ▪ With COVID vaccines becoming available, general activity is increasing as is website traffic. March traffic was up 55% over last year and April was up 154% over last year. ▪ Produced and published articles about Barn Quilts, the Cedar Valley Nature Trail, Get to Know the Hearst, and Smokin' Hot Barbecue. ▪ Monitored, shared and created posts on Facebook and Instagram. ▪ Received 782 leads from Travel Iowa. ▪ Coordinated ads in the bicycling section of AAA Living magazine. ▪ Attended Great American Rail Trail stakeholders meeting.
	<p>Tourism Related Business and Organization Coordination and Collaboration</p> <ul style="list-style-type: none"> ▪ Attended Iowa Tourism Industry Partners (iTIP) town hall meeting, board meetings x2, resource committee meeting and led the organization's development committee.
	<p>Asset Development</p> <ul style="list-style-type: none"> ▪ Provided interview for Black Hawk Gaming Association grant for Cedar River Improvements. ▪ Attended Iowa African American Heritage Trail Partnership Kick Off. ▪ Developed a Cedar Falls Beer Trail to promote trails, breweries and taprooms. Kick off celebration will be May 22, 2021.
	<p>Group Tour Marketing and Services</p> <ul style="list-style-type: none"> ▪ Managed a cooperative advertising opportunity in Iowa Group Tours publication. ▪ Developing tour feature FortePan project. ▪ Referred motor coach group to Community Main Street for haunted tour in October.
	<p>Organization and Promotion of New Diverse and Year-Round Events</p> <ul style="list-style-type: none"> ▪ Attended Iowa Tourism Conference – Cunningham, Bolander and Manning. Our award nominations were fruitful with Three Pines Farms recognized as Outstanding Attraction, Black Hawk County Hickory Hills Holiday Lights Display honored as Outstanding Event, and Ragged Edge Gallery named runner up for Outstanding Retail Experience.
	<p>Increase Community Support</p> <ul style="list-style-type: none"> ▪ Received training to access Iowa Tourism Office Arrivalist data.

Respectfully Submitted,

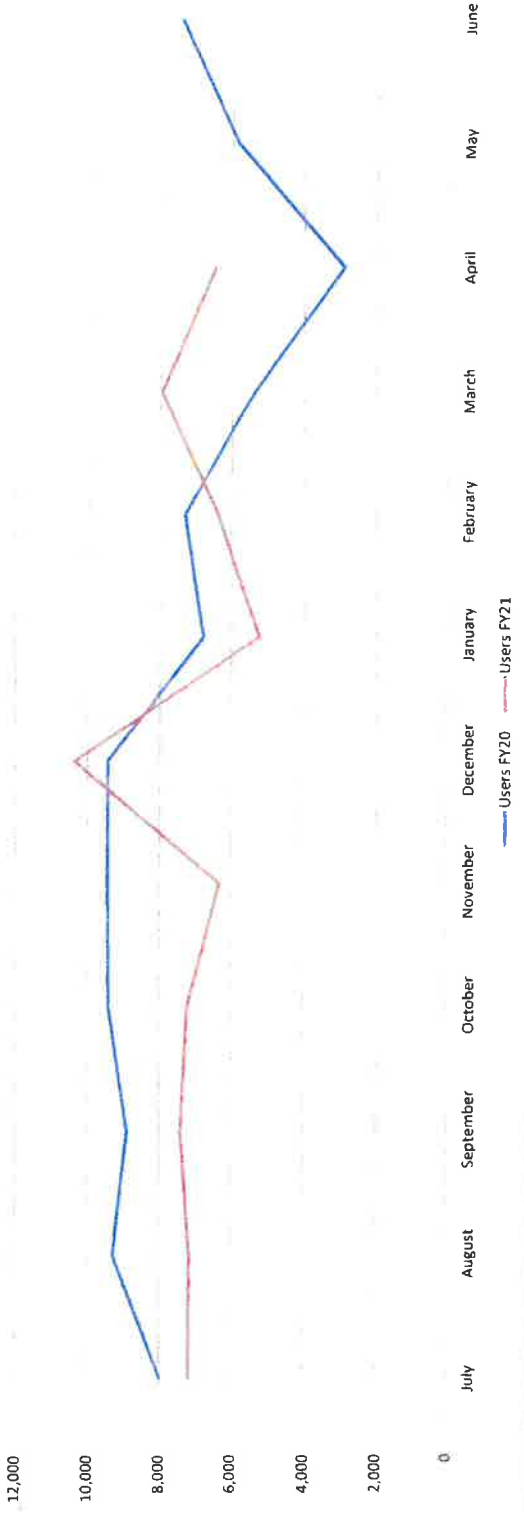
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

Visitor Center Traffic, Door Counter



Website Traffic, Users



CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | April 2021



- Hearst Summer Camps fast. Our current total summer registration is 86 kids (not including the take home kits). In a non-pandemic year we would cap at 125 campers.
- The Hearst opened three exhibitions in April: *Playful Investigations* by Kate Brennan Hall, artwork by Spring Break Campers, and *Lives Well Lived* by Sky Bergman. Sky's photographs were augmented with two special public programs, including a film screening and Q&A with Sky, and a collaborative program with two UIU professors featuring a panel discussion on the links between creativity and longevity.
- Additional programs offered in April included: Earth Day Celebration, three book readings, a joint artist talk and Final Thursday Readers.
- The RFP for the River Place Plaza Public Art Project was released in late April. PAC will review submissions and select three finalists to make presentations in August, with an expected installation date in September of 2022.
- We've seen a significant increase in foot traffic at the Hearst. The patio space, with the new chairs and tables (thank you CARES funding), is in use very frequently in good weather. Our outdoor programs have good attendance; virtual program attendance is slowing down.
- Heather is participating in a new advisory committee via the Iowa Arts Council for Local Arts Agency Leaders. The group will work toward several goals, including: best practices manual/training for public art (specifically murals), financial systems-sharing for non-profit and municipal arts/cultural admin. and coordinated messaging around the value of the arts statewide.
- In conjunction with the Rec staff, Hearst staff participated in two presentations from vendors for a replacement platform for MaxGalaxy. We look forward to a more user-friendly system.

	Last Month	This Month	Last Year
Hearst Center Usage Statistics	March FY21	April FY21	April FY20
In-Person and Virtual Attendance*	874	1773	400
Off-site Ed/Outreach Encounters	0	0	0
Public Programs Offered**	6	9	0
Exhibition walk-in Viewers	278	256	0
Classes/Workshops Offered***	13	13	0
Rentals/Birthday Parties	4	4/1	0
Volunteers/# of Hours	8/17.5	8/13.75	0/0
Facebook Views	44021	39525	30306
Facebook Followers	2379	2393	2160
Instagram Followers	789	817	n/a
Ads, videos, press releases, articles	7	5	2
Friends Members/new or renewed	254/15	286/37	269/7

*includes door counter, estimated garden attendance, and virtual program attendance. Does NOT include views of recorded material; **includes on-site and virtual programs; ***includes themed take-home kits and virtual classes/workshops

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - APRIL 2021**

Item 16.

Project	Description	Status	Budget	Contractor/ Developer
2020 Sidewalk Assessment	Sidewalks	Complete	TBD	Engineering Division
2020 Street Construction	Street Repair	Final Out Remains	\$3,385,340.30	Engineering Division PCI
2021 Street Construction	Street Repair	Construction Underway	\$4,030,000.00	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Final Design	\$6,000,000	Snyder
Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Report Complete	\$2,500,000	IDOT/AECOM Engineering Division

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - APRIL 2021**

Project Title	Description	Status	Budget	Contractor/ Developer
Autumn Villages Phase II & III Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	CGA
Terraces at West Glen, New Aldea West Campus	New Subdivision	Construction Underway	-----	New Aldea/Fehr Graham
Greenhill Village Estates	New Subdivision	Final Out Remains	-----	Nelson Construction & Development
River Place Addition	New Subdivision	Final Out Remains	-----	Kittrell/AECOM
Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	BNKD Inc./CGA

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - APRIL 2021**

Project	Description	SWPPP Status	Detention Calcs Status	Developer/ Engineer	Project Status
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Community Bank and Trust	312 W. 1st Street	Approved	Approved	VJ Engineering	Active
Creekside Condos	-----	Under Review	Under Review	Fehr Graham Engineering	Under Review
Immanuel Lutheran Church	4820 Oster Pkwy	Approved	Approved	ISG	Active
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Not Started
River Rec Area and Bank Improvements	-----	Under Review	Under Review	City of Cedar Falls	Under Review

Department of Public Works

Operations and Maintenance Division

Monthly Report for April 2021

Streets Section:

- Performed annual flood preparation including wall installation training.
- Installed 300' of sub drain tile on Green Hill Rd. trail west of Hudson Rd.
- Replaced storm sewer intakes in three locations
- Pothole repairs were performed in several locations
- Completed prairie preparations at city buy out lot on N. Roosevelt St.
- Removed several large trees and stabilized bank on southwest branch of Dry Run Creek

Traffic Operations:

- 157 traffic control signs were repaired or replaced
- 24 repairs were made to signalized intersections
- Performed 18 One Call locates at signalized intersections
- Installed outdoor lighting and surveillance camera systems
- Completed cross walk safety update at 1st & Magnolia Intersection

Fleet Maintenance:

- 1,106 transactions were recorded through the City's fuel dispensing sites
- Used 15,035 gallons of fuel (6,471 ethanol, 8,564 diesel)
- Processed 131 work orders on various equipment
- Performed extensive structural repairs to the recycling center bailer
- Replaced engine on grass fire unit

Public Buildings:

- Continued building sanitation per COVID protocol
- Air rotation installation in Fleet Maintenance was completed
- Work was performed at the aquatic center plumbing and UV system in preparation for opening
- Desk modifications were made in select City Hall offices.

Parks:

- Performed prescribed burn at Prairie Lakes Park
- Installed boat docks for the summer months
- Charged water supply throughout the park system
- Performed playground inspections and repair
- Began mowing operations for the growing season
- Tilled community gardens

Cemetery:

- Performed eight (8) interments - One(1) Saturday service
- Four (4) spaces sold in Greenwood Cemetery. One (1) sold in Hillside Cemetery

Refuse:

- 665.5 tons of residential solid waste was collected. Total of 700 three yard container dumps were recorded. Crews responded to 131 residential bulk item collections
- Crews collected 123.5 tons of yard waste from curbside cart collection
- The Transfer Station hauled 75 loads of solid waste to the Black Hawk County Landfill totaling 1,026 tons.
- A total of 277 tons of recyclable material was collected

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
MONTHLY REPORT - APRIL 2021

PLANT OPERATIONS

Plant performance for April was very good. Test results showed parameters of our discharge to be well below permit limits.

PROJECTS

One pump at both the 17th Street lift station and the Lakeview lift station were recently rebuilt and replaced in April. This involved a new motor pump assembly at Lakeview and a rebuild of the large motor at 17th Street. Rebuilding pumps is an ongoing maintenance operation. Other pumps throughout the system will be worked on this year.

SOLIDS DISPOSAL AND RECYCLING

We were able to process 228,000 gallons of liquid biosolids to our local farm field for application. Another 156,000 gallons were processed through our drying process for later application.

Crews hauled 3.7 tons of gritty, inorganic solids to the landfill.

SANITARY AND STORM SEWER CALLS AND SERVICE

There were two sewer calls for service from the public, none of which involved a blockage in the City's main. There were no after-hours alarm calls for lift station issues.

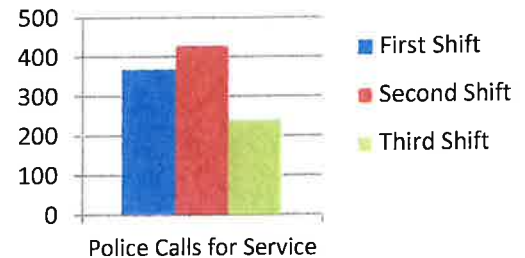
Crews cleaned 8,200 feet (1.5 miles) of sanitary sewer lines and televised another 3200 feet.

Staff processed 591 requests for utility locates in construction areas for the Iowa One Call system. Only 133 were pertinent and required a sewer line to be located.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
APRIL 2021**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	370	432	244
Traffic Stops	31	252	259
Arrests	12	40	36
Accidents	19	23	6

**CEDAR FALLS FIRE**

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	58	50	53
Fire	9	2	1
Rescue/Medical	40	33	31
Service Call	1	4	10
Good Intent	3	3	4
False Alarm/Call	5	4	6
Hazardous Condition	0	4	1

**INVESTIGATIONS****CSI**

- 4/4/21 - Assisted 1st shift officers with processing a shooting on College Hill (21-025744)
- 4/6/21 - Assisted 2nd shift officers and investigators with executing a search warrant in connection with a sex abuse investigation on University Avenue (21-026218)
- 4/13/21 - Assisted 1st shift officers and investigators with an arson investigation on Big Woods Road (21-028367)
- 4/19/21 - Assisted investigators with executing an additional search warrant in connection with a sex abuse investigation on University Avenue (21-026218)

Crime Lab:

- 7 items of physical evidence were processed
- 23 items of evidence were taken to the State Crime Lab for processing

Outgoing Property:

- 6 items of counterfeit currency from closed cases in 2020 were released to the Secret Service for destruction
- 14 items of abandoned currency from closed cases in 2016 through 2020 were released to the Finance Department
- 112 items of property in closed cases from 2015 through 2019 were destroyed
- 60 items of property were released back to their owners

Property Room:

- Found property from January through March 2021 were posted to the police department website/Facebook/Instagram and at City Hall
- The quarterly drug audit was completed for January through March 2021
- The quarterly cash audit was completed for January through March 2021
- The quarterly firearm audit was completed for January through March 2021
- The monthly random property audit was completed for April
- 413 pounds of prescription drugs brought in for destruction by citizens between November 2019 and April 2021 were transported to the DEA. Drugs were not transported in 2020 due to the pandemic

- 71 building videos were archived
- 70 copies of videos were provided to attorneys
- 15 copies of items (not video) sent out to attorneys

Evidence/Property:

- 225 Items of physical evidence were entered
- 4 items of found property were entered
- 13 items of property were entered for safekeeping
- 151 CD's were entered by officers

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- 180.5 Total Hours

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates
- Police In-Service training consisted of Disorder Control and Precision training at the Hawkeye Community College Driver Training Center
- One PSO graduated from the Iowa Law Enforcement Academy
- Two PSO's continued their training at Hawkeye College for their Intermediate Level 2 academy training
- One PSO attended a Managing Field Training course
- One PSO attended an Identifying Criminal Vehicle and Occupants course at the Black Hawk County Training Center
- Two PSO's attended a Bike Patrol Officer training course at the Iowa Law Enforcement Academy

POLICE STATISTICS:

	<u>April 2021</u>	<u>Total 2021</u>
Group A Crimes		
Kidnapping/Abduction	0	0
Forcible Rape/Sodomy/Fondling	1	13
Robbery	0	0
Assault	8	42
Arson	1	1
Extortion/Blackmail	0	3
Burglary/B&E	6	32
Theft	36	188
Motor Vehicle Theft	2	10
Counterfeit/Forgery	5	14
Fraud	9	35
Stolen Property	4	5
Vandalism	16	45
Drug Offenses	9	51
Porno/Obscene Material	1	1
Op/Pro/Asst. Gambling	1	1
Weapon Law Violation	4	7
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	1	12
Driving Under Influence	10	44
Drunkenness	13	75
Non-Violent Family Offense	0	1
Liquor Law Violation	20	20
Runaway	0	6
Trespassing	3	9
All Other Offenses	33	99
Group A Total:	103	448
Group B Total:	80	266
Total Reported Crimes:	183	714
Traffic Accidents		
Fatality	0	0
Personal Injury	0	9
Hit and Run	0	22
Property Damage	0	65
Parked Vehicle	0	1
Total reported Accidents	0	97
Driving Offenses		
Driving While License Barred	0	3
Driving While Denied/Cancelled/Suspended/Revoked	0	6
Total Driving Offenses	0	9
Alcohol/Tobacco Violations	8	97
Calls for Service	1799	6713
Total Arrests	91	322

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

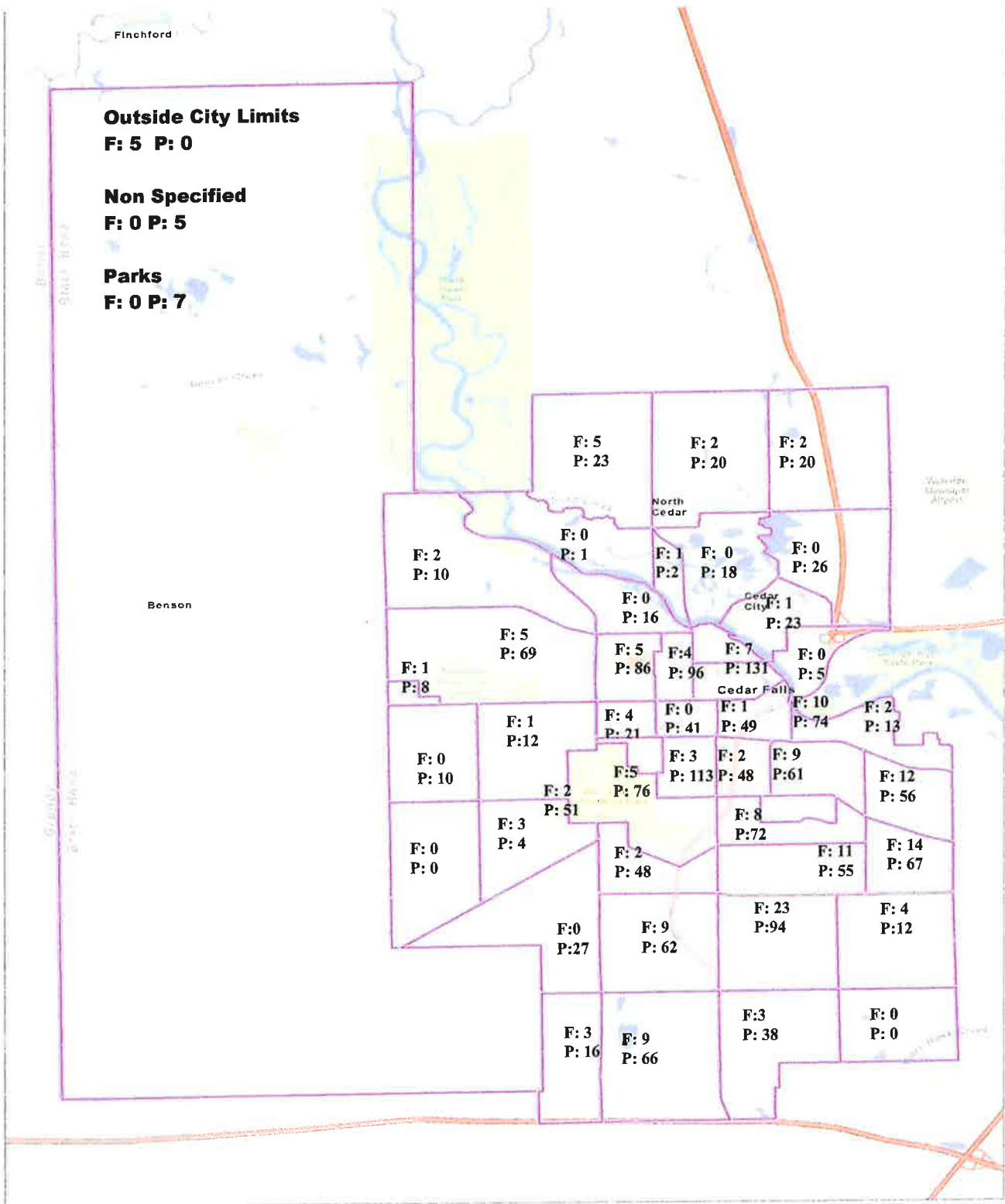
- PSO's completed their monthly checklist of knowledge and performance tasks
- PSO's continued their Fire Fighter 2 and Driver/Operator Pumper certification testing
- April Fire in-service training was Hose and Hose Apparatus
- Four PSO's continued their EMT training at Hawkeye Community College
- One PSO attended a Rope Rescue Technetium Level I & II course in Iowa City
- Shift level training consisted of:
 - o Aerial Platform
 - o Fire Hose and Appliances training
 - o Confined Space Rescue
 - o Drafting Procedures
 - o Rescue Boat Procedures
 - o Driver Operator
 - o Vehicle Extrication
 - o Pumping Procedures
 - o Fire Rescue 1 Academy
 - o Fire Education and Safety
 - o Fire Behavior

FIRE RESCUE CALLS FOR SERVICE

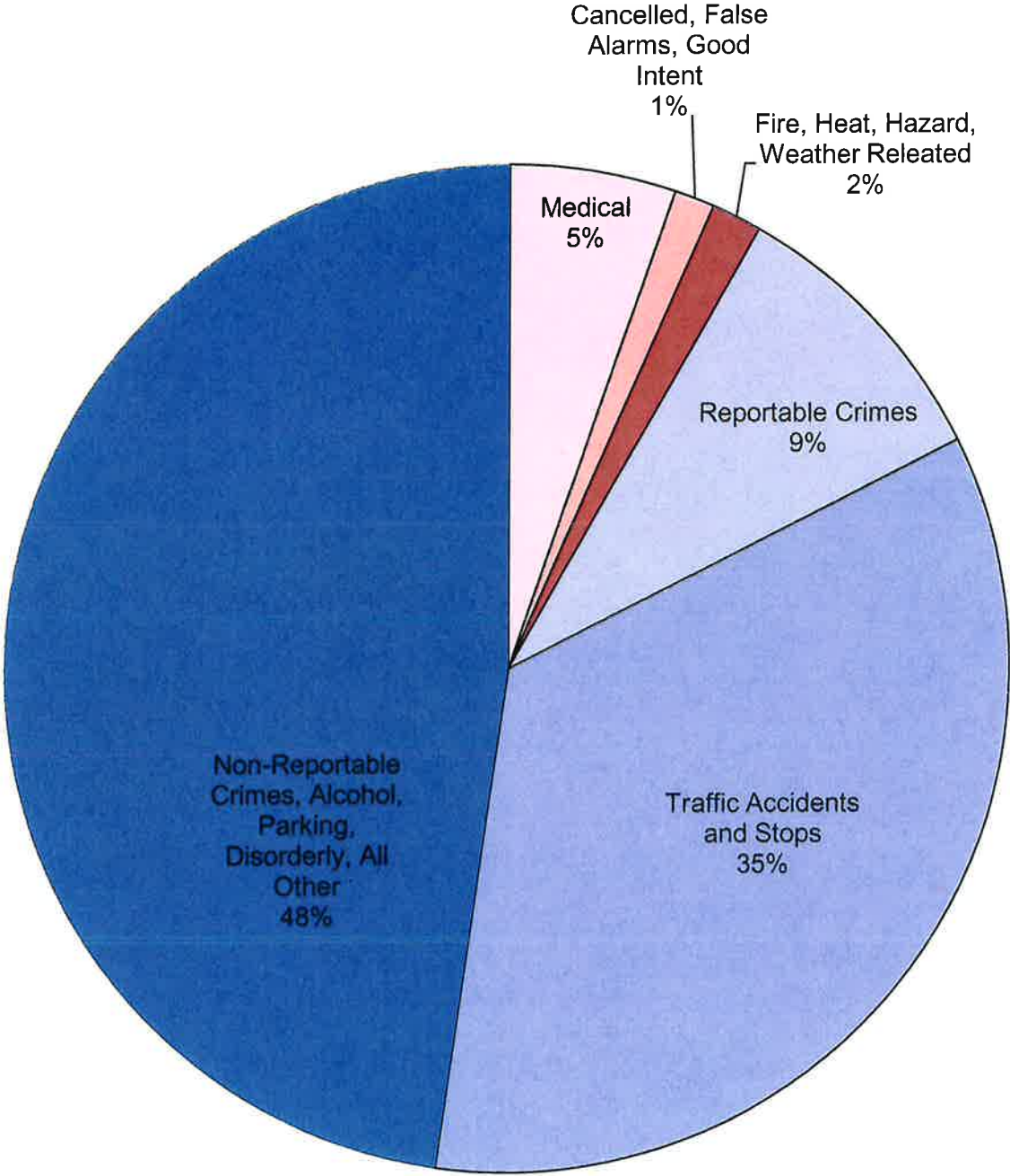
Type of Incident (Monthly)	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21
Medical & Rescue	124	105	113	104								
Cancelled, False Alarms, Good Intent	41	29	35	25								
Fire, Heat, Hazard, Weather Related & Other	20	22	22	32								
Totals	185	156	170	161								

Type of Incident (per year)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Non-Medical CFS	1,052	948	840	911	900	772	841	783	
Rescue / EMS Related	1,049	1,051	1,367	1,570	1,437	1,022	1,272	1,328	
Totals	2,101	1,999	2,207	2,481	2,337	1,794	2,113	2,111	


Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (April)



 FIRE

 POLICE

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Cypress Tree, Inc. DBA Cypress Lounge
Physical Location Address 209 A State St City C.F. ZIP 50613
Mailing Address " City " State IA ZIP "
Business Phone Number 319 266-0000

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Cypress Tree, Inc
Mailing Address SEE ABOVE City State ZIP
Phone Number 319 961-8078 Fax Number Email

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [] Alternative Nicotine Products [] Vapor Products []

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

Alternative nicotine/vapor store [] Bar [x] Convenience store/gas station [] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []
Has vending machine that assembles cigarettes [] Other []

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

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

Name (please print) DAVID A FARRIS Name (please print)
Signature Signature
Date 5/29/21 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Fareway Stores, Inc. # 190
Physical Location Address 4500 S Main St City CEDAR FALLS ZIP 50613
Mailing Address 4500 S Main St City CEDAR FALLS State IA ZIP 50613
Business Phone Number 319 266-6576

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.
Mailing Address PO Box 70 City Boone State IA ZIP 50036
Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Garrett S Piklapp Name (please print) _____
Signature *Garrett S Piklapp* Signature _____
Date 05/07/21 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Fareway Stores, Inc. # 974
Physical Location Address 214 N. Magnolia Drive City CEDAR FALLS ZIP 50613
Mailing Address 214 N. Magnolia Drive City CEDAR FALLS State IA ZIP 50613
Business Phone Number 319 277-6858

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.
Mailing Address PO Box 70 City Boone State IA ZIP 50036
Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Garrett S Piklapp Name (please print) _____
Signature *Garrett S Piklapp* Signature _____
Date 05/07/21 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) July 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Hill Street News & Tobacco
Physical Location Address 2217 College St. City Cedar Falls ZIP 50613
Mailing Address 2217 College St. City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-7749

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP John Eveland - national cigar store
Mailing Address 617 Sycamore St. City Waterloo State IA ZIP 50703
Phone Number 319-234-5958 Fax Number 319-291-8058 Email john@nationalcigar.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [x] Vapor Products []

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

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store [x]
Has vending machine that assembles cigarettes [] Other []

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

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

Name (please print) John Eveland Name (please print)
Signature John Eveland Signature
Date 5/20/21 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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• Fill in the date the permit was approved by the council or board:
• Fill in the permit number issued by the city/county:
• Fill in the name of the city or county issuing the permit: Cedar Falls
• New [] Renewal [x]

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/1/2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Orvacious Food LLC / King Starz
Physical Location Address 2228 Lincoln St City Cedar Falls ZIP 50613
Mailing Address 2228 Lincoln St City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-0941

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP _____
Mailing Address 2228 Lincoln St City Cedar Falls State IA ZIP 50613
Phone Number 319-277-0941 Fax Number _____ Email eagle05rk@yahoo.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) MUHAMMAD BHATTI Name (please print) _____
Signature [Signature] Signature _____
Date 05/10/21 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA KWIK STAR 490
Physical Location Address: 7500 Nordic Dr Cedar Falls ZIP 50613
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602
Business Phone Number 319-277-1025

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602
Phone Number 608-791-7385 Fax Number 608-793-6120 Email LicensingDept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Donald P. Zietlow, President Name (please print) _____
Signature *Donald P. Zietlow* Signature _____
Date MAY 25 2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2021 through June 30, 2022

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

Business Information:

Trade Name/DBA KWIK STAR 726
Physical Location Address 2019 College St Cedar Falls ZIP 50613
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602
Business Phone Number 319-277-7226

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602
Phone Number 608-791-7385 Fax Number 608-793-6120 Email LicensingDept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Donald P. Zietlow, President Name (please print) _____
Signature *Donald P. Zietlow* Signature _____
Date MAY 25 2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2021 through June 30, 2022

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

Business Information:

Trade Name/DBA KWIK STAR 934
Physical Location Address: 4515 Coneflower Pkwy Cedar Falls ZIP 50613
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602
Business Phone Number 319-266-6428

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602
Phone Number 608-791-7385 Fax Number 608-793-6120 Email LicensingDept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Donald P. Zietlow, President Name (please print) _____
Signature *Donald P. Zietlow* Signature _____
Date MAY 2 2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Panther Travel Center
Physical Location Address 1525 W Ridgeway Ave City Cedar Falls ZIP 50613
Mailing Address 1525 W Ridgeway Ave City Cedar Falls State IA ZIP 50613
Business Phone Number 319-260-2186

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP MT Tanks, LLC
Mailing Address 1525 W Ridgeway Ave City Cedar Falls State IA ZIP 50613
Phone Number 319-260-2186 Fax Number _____ Email Dilling@panthertravelcenter.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Pandy Baker Name (please print) _____
Signature _____ Signature _____
Date 5-20-2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Suds
Physical Location Address 2223 1/2 college st. City Cedar Falls ZIP 50613
Mailing Address 2223 1/2 college st. City Cedar Falls State IA ZIP 50613
Business Phone Number 319-208-7785

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP up the stairs Inc-
Mailing Address 2223 1/2 college st. City Cedar Falls State IA ZIP 50613
Phone Number 319-208-7785 Fax Number _____ Email sudsupstairs@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Shane Bray Name (please print) _____
Signature [Signature] Signature _____
Date 5-7-21 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2021 through June 30, 2022

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

Business Information:

Trade Name/DBA TOBACCO OUTLET PLUS 561
Physical Location Address: 4116 University Ave, Suite 104-105 Cedar Falls ZIP 50613
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602
Business Phone Number 319-268-0995

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602
Phone Number 608-791-7385 Fax Number 608-793-6120 Email LicensingDept@kwiktrip.com

Retail Information:

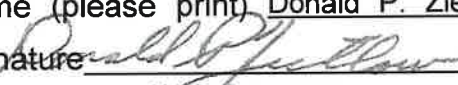
Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

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

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

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

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

Name (please print) Donald P. Zietlow, President Name (please print) _____
Signature  Signature _____
Date MAY 25 2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/21 through June 30, 2022

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

Business Information:

Trade Name/DBA Walgreens #10557
Physical Location Address 2509 White Tail Dr. City Cedar Falls ZIP 50613
Mailing Address PO Box 901 City Deerfield State IL ZIP 60015
Business Phone Number 319-553-0206

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen CO
Mailing Address PO Box 901 City Deerfield State IL ZIP 60015
Phone Number 847-527-4402 Fax Number 847-368-6555 Email taxlicenserenewals@walgreens.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No [x]
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative Nicotine Products [] Vapor Products []

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

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [] Drug store [x]
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []
Has vending machine that assembles cigarettes [] Other [] NO

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

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

Name (please print) Susan Halliday Name (please print)
Signature Susan Halliday, Treasurer Signature
Date 5/2/21 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New [] Renewal [x]

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Walmart Inc. DBA: Walmart #753
Physical Location Address 525 Brandilynn Blvd City Cedar Falls ZIP 50613
Mailing Address 702 SW 8th St City Bentonville State AR ZIP 72716-0500
Business Phone Number 319-277-6391

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart Inc.
Mailing Address 702 SW 8th St City Bentonville State AR ZIP 72716-0500
Phone Number 479-360-4251 Fax Number Email complic@wal-mart.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Retail

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

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

Name (please print) David Reading Name (please print)
Signature [Signature] Signature
Date 05/18/2021 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

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


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
 Craig Berte, Police Chief
Date: June 3, 2021
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
- b) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
- c) Famous Dave's, 6222 University Avenue, Class C liquor -renewal.
- d) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- e) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- f) Montage, 222-224 Main Street, Class C liquor & outdoor service - renewal.
- g) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
- h) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal.
- i) Prime Mart, 2323 Main Street, Class E liquor - renewal.
- j) Moonshine Mob Bar, 419 Main Street, Class C liquor & outdoor service - sidewalk café.
- k) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (June 25-27, 2021)
- l) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Daniels, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: April 29, 2021
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) snow/ice removal 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

161.29 February 2021
2.42 2021 (fees)
\$163.71 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.

WALTER J. DE KOCK
BARBARA K. DE KOCK

TO THE ABOVE-NAMED PERSON(S):

Walter J. De Kock
Barbara K. De Kock

PROPERTY DESCRIPTION:

1122 W. 22nd Street, Cedar Falls, Iowa
Black Hawk County Parcel #8914-14-430-001

LEGAL DESCRIPTION OF PROPERTY:

Arthur P Cottons Addition ALL Lot 7,
Exc S 25.25 Ft.,
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 remove snow and ice from the property located at 1122 W. 22nd Street pursuant to City of Cedar Falls Ordinance Section 19-186. This matter is currently set on the Cedar Falls City Council agenda for **June 7, 2021**.

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 REMOVE SNOW AND ICE FROM THE PROPERTY LOCATED AT 1122 W. 22nd Street, CEDAR FALLS, IOWA, PARCEL ID 8914-14-430-001

WHEREAS, it was determined that the property located at 1122 W. 22nd Street, being legally described as Arthur P Cottons Addition All Lot 7 Exc S 25.25 Ft., Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-430-001, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from 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 W. 22nd Street. (Parcel ID 8914-14-430-001) to be cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the property cleanup 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 clean up the above-described property, in the amount of \$163.71, 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 19-186, said real estate being legally described as follows:

Arthur P Cottons Addition All Lot 7 Exc S 25.25 Ft., 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 7th day of June, 2021.

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

April 9, 2021

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

Dear Barbara & Walter DeKock,

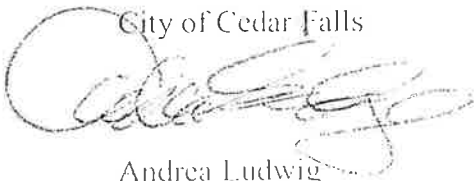
Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 1122 W. 22nd Street on 2/19/21 for \$161.29, as well as late fees of \$2.42 for a total amount due of \$163.71. **If no payment is received by April 23, 2021 we will put a lien on your property.**

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



Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 19.

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: 37073
 DATE: 2/24/21

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 2/19/21 PER ORDINANCE 19-185;19-4 LOCATION: 1122 W. 22ND STREET PROFESSIONAL LAWN CARE INV.#16770 CODE ENFORCEMENT	161.29	161.29
			\$125.00
			\$36.29

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

TOTAL DUE: \$161.29

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/24/21 DUE DATE: 3/26/21
 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: 37073
 TERMS: NET 30 DAYS

AMOUNT: \$161



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
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 2/16/2021 Case # 21-0187-SNOW

PROPERTY ADDRESS: Occupant
1122 W 22nd St
Cedar Falls, IA 50613

Barbara K De Kock
1015 Clay St
Cedar Falls, Iowa 50613

RE: Removal of Snow and Ice at 1122 W 22nd St, Cedar Falls, IA 50613

Dear Barbara K De Kock,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

As Per City Code section 11-297 rental permit has been assessed 3 points for failure to remove snow and ice.

If the owner does not remove the snow and ice from the sidewalk with **48 hours from the date of this notice**, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

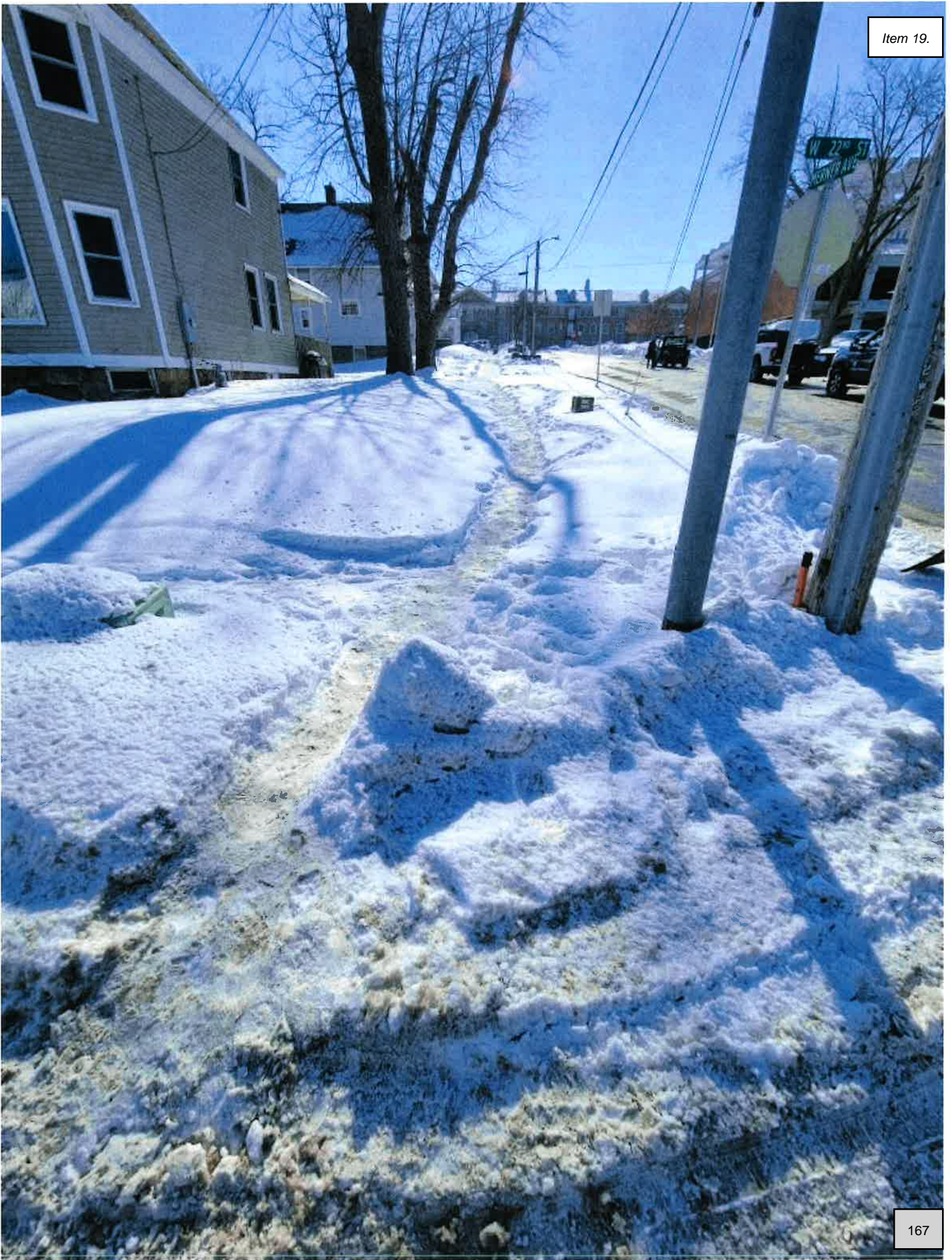
Your cooperation in this matter will be greatly appreciated.

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.

Greg Rekward
Code Enforcement Officer









BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID 8914-14-430-001		Deed Holder PEOPLES FEDERAL SAVINGS & LOAN	Tax Mail to Address DE KOCK, BARBARA K 1015 CLAY ST CEDAR FALLS, IA 50613	
PDF No. 9	Map Area SCDRFLS-13	Contract Buyer DE KOCK, BARBARA K		
Property Address 1122 W 22ND ST CEDAR FALLS, IA 50613			Current Recorded Transfer	
			Date Filed 9/8/1992	Type CLD 630052
				C

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
9/3/1987	41,000	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF ... - PRIOR 09 / Contract	2/24/2003	CF 1162	1,700	Roof
			9/29/1999	CF 0440	3,500	Ext-Remodel

ASSESSED VALUES/CREDITS

Year 2021 Values Pending Board of Review Approval					Class R
100% Value	Land 25,740	Dwelling 124,460	Building 0	Total 150,200	Acres 0
Taxable Value	Land 25,740	Dwelling 124,460	Building 0	Total 150,200	

Year 2020					Class R
100% Value	Land 16,730	Dwelling 112,010	Building 0	Total 128,740	Acres 0
Taxable Value	Land 9,437	Dwelling 63,184	Building 0	Total 72,621	

Year 2019					Class R
100% Value	Land 16,730	Dwelling 112,010	Building 0	Total 128,740	Acres 0
Taxable Value	Land 9,214	Dwelling 61,689	Building 0	Total 70,903	

Year 2018					Class R
100% Value	Land 16,730	Dwelling 108,900	Building 0	Total 125,630	Acres 0
Taxable Value	Land 9,522	Dwelling 61,984	Building 0	Total 71,506	

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

Tax District 910001 - CEDAR FALLS					
	Gross Value	Taxable Value	Levy Rate	Gross Tax	Net Tax
Corp	128,740	70,903	33.14094	\$2,349.79	\$2,350.00
Nocorp	0	0	24.71061	\$0.00	
Homestead Credit Property Tax Relief Credit Ag Credit Family Farm Credit Business Property Tax Cr					

Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nocorp			\$0.00		

Item 19.

ABBREVIATED LEGAL

ARTHUR P COTTONS ADDITION ALL LOT 7 EXC S 25.25 FT

LAND

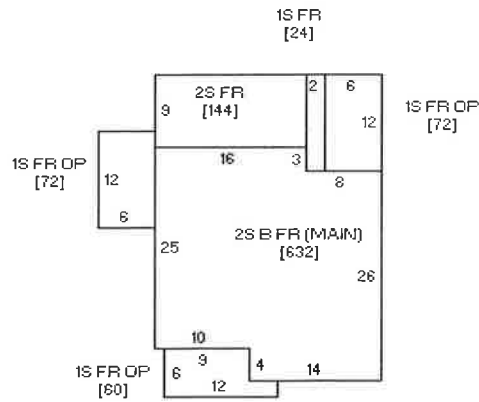
Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	66	66	82	82	0	5412	0.124
Totals:						5412	0.124

DWELLING CHARACTERISTICS

Type		Style		Total Living Area				
Single-Family / Owner Occupied		2 Story Frame		1576				
Year Built	Area	Heat	AC	Attic				
1890	632	Yes	No	None				
Total Rooms Above		Total Rooms Below		Bedrooms Above		Bedrooms Below		
8		0		5		0		
Basement		Basement Finished Area		No Basement Floor				
Full		0		0				
Foundation			Flooring					
Stn			Carp / Vinyl					
Exterior Walls			Interior Finish					
Vinyl			Plas / Drwl					
Roof								
Asph / Hip								
Non-Base Heating	Floor/Wall	Pipeless		Handfired		Space Heaters		
0								
Additions	Year Built	Style	Area	Basement (SF)	No Basement (SF)	Heat	AC	Attic
	1919	2 Story Frame	144	0	0	Yes	No	0
	1919	1 Story Frame	24	0	0	Yes	No	0
Plumbing 1 Full Bath			<					
			Porch	Style	Area			
				1S Frame Open	72			
				1S Frame Open	72			
				1S Frame Open	60			

Entry Status: Inspected

Item 19.



Date Website Last Updated: 04/23/2021



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: April 29, 2021
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) snow/ice removal 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

73.79 February 2021
1.11 2021 (fees)
\$74.90 Total owed

Property address: 2413 Olive St., CF
Parcel #8914-13-353-004

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.

WALTER J. DE KOCK
BARBARA K. DE KOCK

TO THE ABOVE-NAMED PERSON(S):	Walter J. De Kock Barbara K. De Kock
PROPERTY DESCRIPTION:	2413 Olive Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-353-004
LEGAL DESCRIPTION OF PROPERTY:	Auditors Plat No 18 CF, Lot 33, Lot 34 and Easement, 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 remove snow and ice from the property located at 2413 Olive Street pursuant to City of Cedar Falls Ordinance Section 19-186. This matter is currently set on the Cedar Falls City Council agenda for **June 7, 2021**.

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 REMOVE SNOW AND ICE FROM THE PROPERTY LOCATED AT 2413 OLIVE STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-353-004

WHEREAS, it was determined that the property located at 2413 Olive Street, being legally described as Auditors Plat No 18 CF, Lot 33, Lot 34 and Easement, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-353-004, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from 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 2413 Olive Street. (Parcel ID 8914-13-353-004) to be cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the property cleanup 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 clean up the above-described property, in the amount of \$74.90, 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 19-186, said real estate being legally described as follows:

Auditors Plat No 18 CF, Lot 33, Lot 34 and Easement, Cedar Falls,
Black Hawk County, Iowa,
Parcel ID 8914-13-353-004

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 7th day of June, 2021.

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

April 9, 2021

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-snow removal at 2413 Olive Street on 2/19/21 for \$73.79, as well as late fees of \$1.11 for a total amount due of \$74.90. **If no payment is received by April 23, 2021 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

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 20.

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: 37080
DATE: 2/24/21

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 2/19/21 PER ORDINANCE 19-185;19-4 LOCATION: 2413 OLIVE STREET PROFESSIONAL LAWN CARE INV.#16770 CODE ENFORCEMENT	73.79	73.79
			\$37.50
			\$36.29

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

TOTAL DUE: \$73.79

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/24/21 DUE DATE: 3/26/21
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: 37080
TERMS: NET 30 DAYS

AMOUNT: \$73



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
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 2/16/2021 Case # 21-0179-SNOW

PROPERTY ADDRESS: Occupant
2413 Olive St
Cedar Falls, IA 50613

Walter J De Kock
1015 Clay St
Cedar Falls, Iowa 50613

RE: Removal of Snow and Ice at 2413 Olive St, Cedar Falls, IA 50613

Dear Walter J De Kock,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

As per City Code section 11-297 rental permit has been assessed 3 points for failure to remove snow and ice.

If the owner does not remove the snow and ice from the sidewalk with **48 hours from the date of this notice**, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

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

Greg Rekward
Code Enforcement Officer





BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID 8914-13-353-004		Deed Holder DE KOCK, WALTER J DE KOCK, BARBARA K	Tax Mail to Address DE KOCK, WALTER J 1015 CLAY ST CEDAR FALLS, IA 50613	
PDF No. 9	Map Area SCDRFLS-14	Contract Buyer		
Property Address 2413 OLIVE ST CEDAR FALLS, IA 50613		Current Recorded Transfer		
		Date Filed 6/17/1993	Type CLD 635539	 D

SALES			BUILDING PERMIT	
Date	Amount	NUTC / Type	None	
6/3/1993	48,000	SALE BETWEEN FAMILY MEMBERS - PRIOR 09 / Deed		

ASSESSED VALUES/CREDITS

Year						Class
2021	Values Pending Board of Review Approval					R
100% Value	Land	Dwelling	Building	Total	Acres	
	12,960	65,420	0	78,380	0	
Taxable Value	Land	Dwelling	Building	Total		
	12,960	65,420	0	78,380		

Year						Class
2020						R
100% Value	Land	Dwelling	Building	Total	Acres	
	8,420	65,420	0	73,840	0	
Taxable Value	Land	Dwelling	Building	Total		
	4,750	36,903	0	41,653		

Year						Class
2019						R
100% Value	Land	Dwelling	Building	Total	Acres	
	8,420	65,420	0	73,840	0	
Taxable Value	Land	Dwelling	Building	Total		
	4,637	36,030	0	40,667		

Year						Class
2018						R
100% Value	Land	Dwelling	Building	Total	Acres	
	8,420	65,420	0	73,840	0	
Taxable Value	Land	Dwelling	Building	Total		
	4,792	37,236	0	42,028		

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

Tax District 910001 - CEDAR FALLS					
	Gross Value	Taxable Value	Levy Rate	Gross Tax	Net Tax
Corp	73,840	40,667	33.14094	\$1,347.74	\$1,348.00
Nocorp	0	0	24.71061	\$0.00	
Homestead Credit Property Tax Relief Credit Ag Credit Family Farm Credit Business Property Tax Credit					
Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Nocorp

\$0.00

Item 20.

ABBREVIATED LEGAL

AUDITORS PLAT NO 18 CF LOT 33 LOT 34 AND EASE

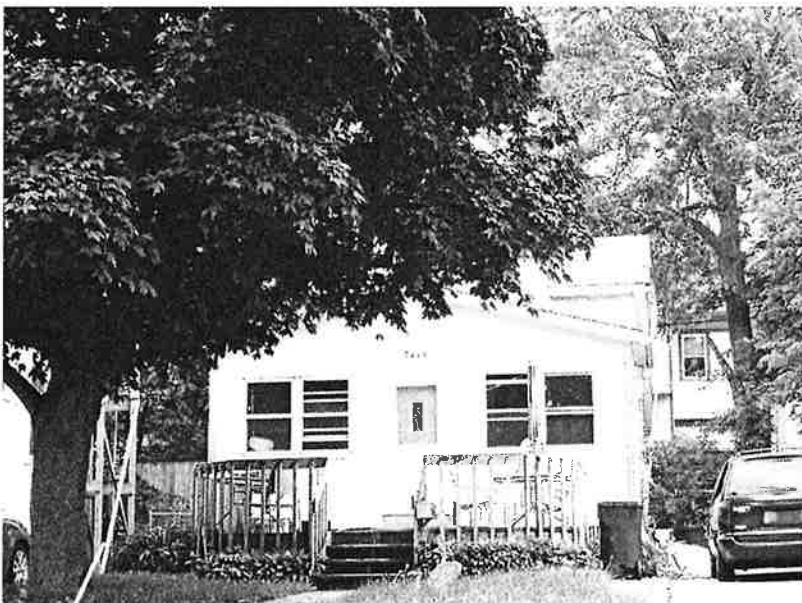
LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	23	23	100	100	0	3218	0.074
Front Foot	10	10	34	34	66		
Front Foot	17	17	34	34	66		
Totals:						3218	0.074

DWELLING CHARACTERISTICS

Type		Style		Total Living Area				
Single-Family / Owner Occupied		1 1/2 Story Frame		1240				
Year Built	Area	Heat		AC		Attic		
1900	560	Yes		No		None		
Total Rooms Above		Total Rooms Below		Bedrooms Above		Bedrooms Below		
6		0		4		0		
Basement		Basement Finished Area		No Basement Floor				
Full		400		0				
Foundation				Flooring				
Stn				Carp / Vinyl				
Exterior Walls				Interior Finish				
Wd Lap				Plas / Drwl				
Roof								
Asph / Gable								
Non-Base Heating	Floor/Wall	Pipeless		Handfired		Space Heaters		
0								
Additions	Year Built	Style	Area	Basement (SF)	No Basement (SF)	Heat	AC	Attic
	1900	1 Story Frame	288	0	0	Yes	No	0
Plumbing	1 Full Bath 1 Shower Stall Bath			<				
	Porch	Style	Area					
		1S Frame Enclosed	160					

Entry Status: Inspected



Item 20.

12	1S FR [288]	24
28	1 1/2S B FR (MAIN) [560]	20
8	1S FREP [160]	

Date Website Last Updated: 04/23/2021



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: April 29, 2021
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) snow/ice removal 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

130.04 February 2021
1.95 2021 (fees)
\$131.99 Total owed

Property address: 804 Seerley Blvd., CF
Parcel #8914-13-353-003

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.

WALTER J. DE KOCK
BARBARA K. DE KOCK

TO THE ABOVE-NAMED PERSON(S):

Walter J. De Kock
Barbara K. De Kock

PROPERTY DESCRIPTION:

804 Seerley Blvd., Cedar Falls, Iowa
Black Hawk County Parcel #8914-13-353-003

LEGAL DESCRIPTION OF PROPERTY:

Auditors Plat No 18 CF, Lot 33, Lot 29
and Easement BK 102 P 93,
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 remove snow and ice from the property located at 804 Seerley Blvd. pursuant to City of Cedar Falls Ordinance Section 19-186. This matter is currently set on the Cedar Falls City Council agenda for **June 7, 2021**.

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 REMOVE SNOW AND ICE FROM THE PROPERTY LOCATED AT 804 SEERLEY BLVD., CEDAR FALLS, IOWA, PARCEL ID 8914-13-353-003

WHEREAS, it was determined that the property located at 804 Seerley Blvd., being legally described as Auditors Plat No 18 CF, Lot 29 and Easement BK 102 P 93, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-353-003, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from 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 804 Seerley Blvd. (Parcel ID 8914-13-353-003) to be cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the property cleanup 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 clean up the above-described property, in the amount of \$131.99, 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 19-186, said real estate being legally described as follows:

Auditors Plat No 18 CF, Lot 29 and Easement BK 102 P 93 Cedar Falls,
Black Hawk County, Iowa,
Parcel ID 8914-13-353-003

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 7th day of June, 2021.

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

April 9, 2021

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

Dear Barbara & Walter DeKock,

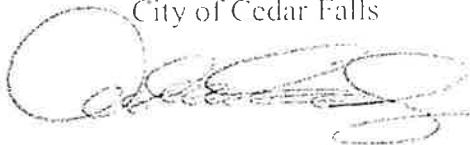
Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 804 Seerley Blvd. on 2/19/21 for \$130.04, as well as late fees of \$1.95 for a total amount due of \$131.99. **If no payment is received by April 23, 2021 we will put a lien on your property.**

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



Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 21.

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: 37075
 DATE: 2/24/21

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 2/19/21 PER ORDINANCE 19-185;19-4 LOCATION: 804 SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#16770 CODE ENFORCEMENT	130.04	130.04
			\$93.75
			\$36.29

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

TOTAL DUE: \$130.04

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/24/21 DUE DATE: 3/26/21
 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: 37075
 TERMS: NET 30 DAYS

AMOUNT: \$130



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
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 2/16/2021 Case # 21-0178-SNOW

PROPERTY ADDRESS: Occupant
804 W Seerley Blvd
Cedar Falls, IA 50613

Walter J De Kock
1015 Clay St
Cedar Falls, Iowa 50613

RE: Removal of Snow and Ice at 804 W Seerley Blvd, Cedar Falls, IA 50613

Dear Walter J De Kock,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

As per City Code section 11-297 rental permit has been assessed 3 points for failure to remove snow and ice.

If the owner does not remove the snow and ice from the sidewalk with **48 hours from the date of this notice**, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

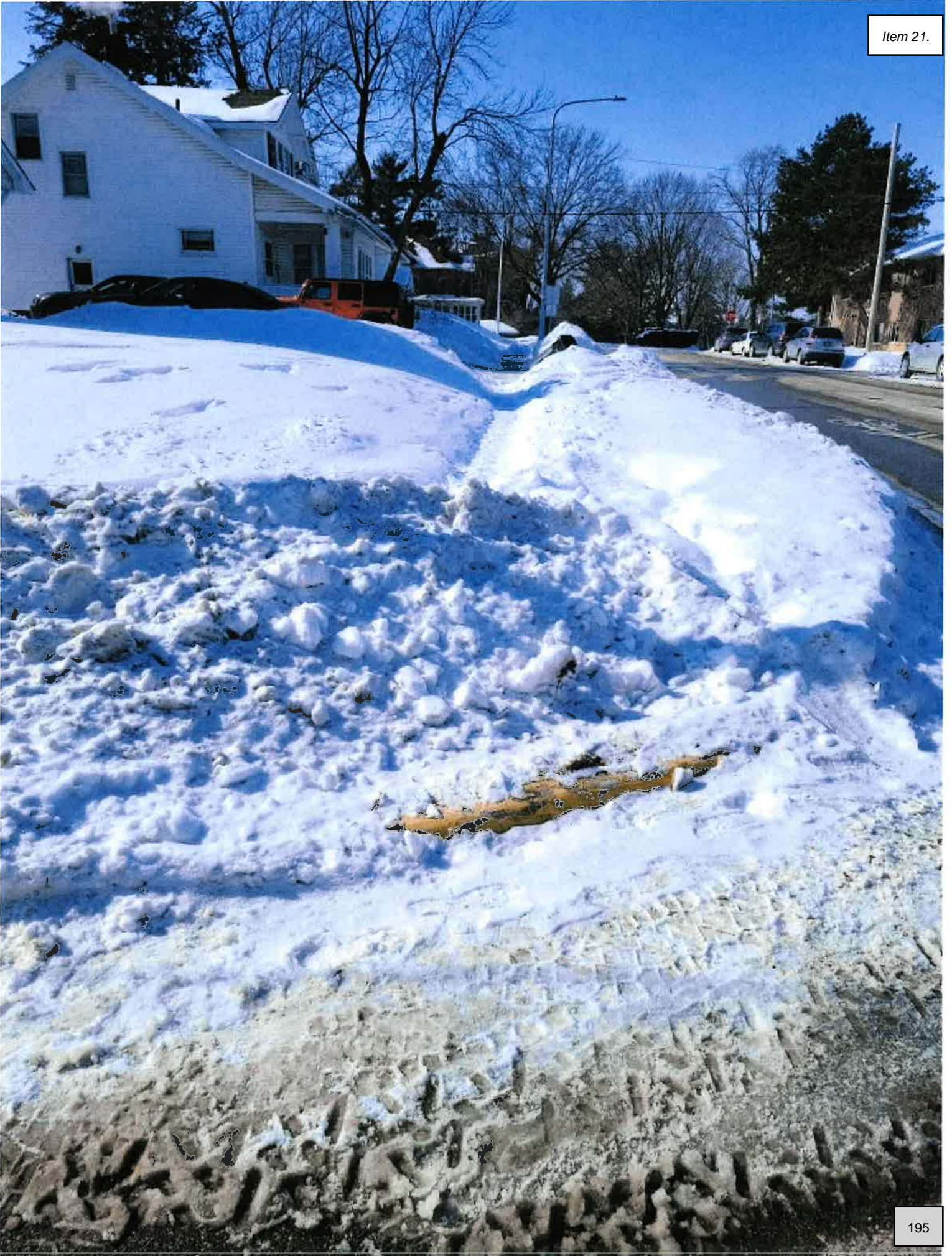
Your cooperation in this matter will be greatly appreciated.

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.

Greg Rekward
Code Enforcement Officer









BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID 8914-13-353-003		Deed Holder DE KOCK, WALTER J DE KOCK, BARBARA K		Tax Mail to Address DE KOCK, WALTER J 1015 CLAY ST CEDAR FALLS, IA 50613	
PDF No. 9	Map Area SCDRFLS-14	Contract Buyer			
Property Address 804 SEERLEY BD CEDAR FALLS, IA 50613			Current Recorded Transfer		
			Date Filed 6/17/1993	Type CLD 635539	D

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
6/3/1993	48,000	SALE BETWEEN FAMILY MEMBERS - PRIOR 09 / Deed	3/23/2006	CF 6488	250	Windows
			2/24/2003	CF 1161	2,300	Roof

ASSESSED VALUES/CREDITS

Year						Class
2021	Values Pending Board of Review Approval					R
100% Value	Land	Dwelling	Building	Total	Acres	
	29,040	147,930	0	176,970	0	
Taxable Value	Land	Dwelling	Building	Total		
	29,040	147,930	0	176,970		

Year						Class
2020						R
100% Value	Land	Dwelling	Building	Total	Acres	
	18,880	147,930	0	166,810	0	
Taxable Value	Land	Dwelling	Building	Total		
	10,650	83,446	0	94,096		

Year						Class
2019						R
100% Value	Land	Dwelling	Building	Total	Acres	
	18,880	147,930	0	166,810	0	
Taxable Value	Land	Dwelling	Building	Total		
	10,398	81,471	0	91,869		

Year						Class
2018						R
100% Value	Land	Dwelling	Building	Total	Acres	
	18,880	133,140	0	152,020	0	
Taxable Value	Land	Dwelling	Building	Total		
	10,746	75,781	0	86,527		

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

Tax District 910001 - CEDAR FALLS					
	Gross Value	Taxable Value	Levy Rate	Gross Tax	Net Tax
Corp	166,810	91,869	33.14094	\$3,044.63	\$3,044.00
Nocorp	0	0	24.71061	\$0.00	
Homestead Credit Property Tax Relief Credit Ag Credit Family Farm Credit Business Property Tax Credit					
Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Nocorp		\$0.00	
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ABBREVIATED LEGAL

AUDITORS PLAT NO 18 CF LOT 29 AND EASE BK 102 P 93

LAND

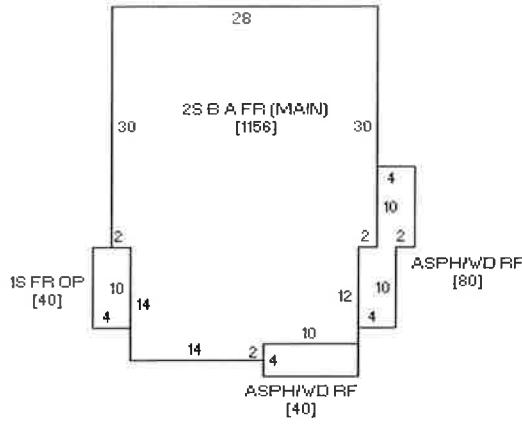
Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	66	66	99	99	0	6534	0.15
Totals:						6534	0.15

DWELLING CHARACTERISTICS

Type		Style		Total Living Area	
Two-Family Conversion		2 Story Frame		2601	
Year Built	Area	Heat	AC	Attic	
1895	1156	Yes	No	1/4 Finished	
Total Rooms Above		Total Rooms Below		Bedrooms Above	
11		0		7	
Basement		Basement Finished Area		No Basement Floor	
Full		0		0	
Foundation			Flooring		
Stn			Carp / Vinyl		
Exterior Walls			Interior Finish		
Vinyl			Other		
Roof					
Asph / Gable					
Non-Base Heating	Floor/Wall	Pipeless	Handfired	Space Heaters	
0					
Plumbing	2 Shower Stall Bath		<		
	1 Sink		Porch	Style	Area
	1 No Full Bathroom			1S Frame Open	40
			Deck	Style	Area
				Canopy/Roof OH NV	80
				Canopy/Roof OH NV	40

Entry Status: Inspected





Date Website Last Updated: 04/23/2021



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: April 29, 2021
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) snow/ice removal 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

98.79 February 2021
1.48 2021 (fees)
\$100.27 Total owed

Property address: 818 Seerley Blvd., CF
Parcel #8914-13-353-011

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.

WALTER J. DE KOCK
BARBARA K. DE KOCK

TO THE ABOVE-NAMED PERSON(S):	Walter J. De Kock Barbara K. De Kock
PROPERTY DESCRIPTION:	818 Seerley Blvd., Cedar Falls, Iowa Black Hawk County Parcel #8914-13-353-011
LEGAL DESCRIPTION OF PROPERTY:	Auditors Plat No 18 CF Lot 27, Lot 31, 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 remove snow and ice from the property located at 818 Seerley Blvd. pursuant to City of Cedar Falls Ordinance Section 19-186. This matter is currently set on the Cedar Falls City Council agenda for **June 7, 2021**.

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 REMOVE SNOW AND ICE FROM THE PROPERTY LOCATED AT 818 SEERLEY BLVD., CEDAR FALLS, IOWA, PARCEL ID 8914-13-353-011

WHEREAS, it was determined that the property located at 818 Seerley Blvd., being legally described as Auditors Plat No 18 CF Lot 27, Lot 31, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-353-011, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from 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 818 Seerley Blvd. (Parcel ID 8914-13-353-011) to be cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the property cleanup 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 clean up the above-described property, in the amount of \$100.27, 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 19-186, said real estate being legally described as follows:

Auditors Plat No 18 CF Lot 27, Lot 31, Cedar Falls,
Black Hawk County, Iowa,
Parcel ID 8914-13-353-011

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 7th day of June, 2021.

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

April 9, 2021

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-snow removal at 818 Scerley Blvd. on 2/19/21 for \$98.79, as well as late fees of \$1.48 for a total amount due of \$100.27. **If no payment is received by April 23, 2021 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



Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 22.

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: 37074
DATE: 2/24/21

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL: 2/19/21 PER ORDINANCE 19-185;19-4 LOCATION: 818 SEERLEY BLVD. PROFESSIONAL LAWN CARE INV.#16770 CODE ENFORCEMENT	98.79	98.79
			\$62.50
			\$36.29

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

TOTAL DUE: \$98.79

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/24/21 DUE DATE: 3/26/21
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: 37074
TERMS: NET 30 DAYS

AMOUNT: \$98



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
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 2/16/2021 Case # 21-0180-SNOW

PROPERTY ADDRESS: Occupant
818 W Seerley Blvd [Sigma Phi Epsilon Fraternity]
Cedar Falls, IA 50613

Walter J De Kock
1015 Clay St
Cedar Falls, Iowa 50613

RE: Removal of Snow and Ice at 818 W Seerley Blvd [Sigma Phi Epsilon Fraternity], Cedar Falls, IA 50613

Dear Walter J De Kock,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season.

City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-185. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

As per City Code section 11-297 rental permit has been assessed 3 points for failure to remove snow and ice.

If the owner does not remove the snow and ice from the sidewalk with **48 hours from the date of this notice**, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

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

Greg Rekwart
Code Enforcement Officer









BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID 8914-13-353-011		Deed Holder DE KOCK, WALTER J DE KOCK, BARBARA K		Tax Mail to Address DE KOCK, WALTER J 1015 CLAY ST CEDAR FALLS, IA 50613	
PDF No. 9	Map Area SCDRFLS-14	Contract Buyer			
Property Address 818 SEERLEY BD CEDAR FALLS, IA 50613			Current Recorded Transfer		
			Date Filed 6/25/2008	Type 2008 026008	D

SALES			BUILDING PERMIT			
Date	Amount	NUTC / Type	Date	Number	Amount	Reason
6/12/2008	95,000	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09 / Deed	6/25/2008	CF 11247	6,500	Roof
			9/12/2002	CF 0962	14,400	Ext-Remodel

ASSESSED VALUES/CREDITS

Year					Class
2021 Values Pending Board of Review Approval					R
100% Value	Land	Dwelling	Building	Total	Acres
	42,210	225,390	0	267,600	0
Taxable Value	Land	Dwelling	Building	Total	
	42,210	225,390	0	267,600	

Year					Class
2020					R
100% Value	Land	Dwelling	Building	Total	Acres
	27,440	225,390	0	252,830	0
Taxable Value	Land	Dwelling	Building	Total	
	15,479	127,141	0	142,620	

Year					Class
2019					R
100% Value	Land	Dwelling	Building	Total	Acres
	27,440	225,390	0	252,830	0
Taxable Value	Land	Dwelling	Building	Total	
	15,112	124,132	0	139,244	

Year					Class
2018					R
100% Value	Land	Dwelling	Building	Total	Acres
	27,440	225,390	0	252,830	0
Taxable Value	Land	Dwelling	Building	Total	
	15,618	128,287	0	143,905	

TAX INFORMATION ASSESSMENT YEAR 2019 PAYABLE 2020/2021

Tax District 910001 - CEDAR FALLS					
	Gross Value	Taxable Value	Levy Rate	Gross Tax	Net Tax
Corp	252,830	139,244	33.14094	\$4,614.68	\$4,614.00
Nocorp	0	0	24.71061	\$0.00	
Homestead Credit Property Tax Relief Credit Ag Credit Family Farm Credit Business Property Tax Cr					
Corp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Nocorp		\$0.00	
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ABBREVIATED LEGAL

AUDITORS PLAT NO 18 CF LOT 27 LOT 31

LAND

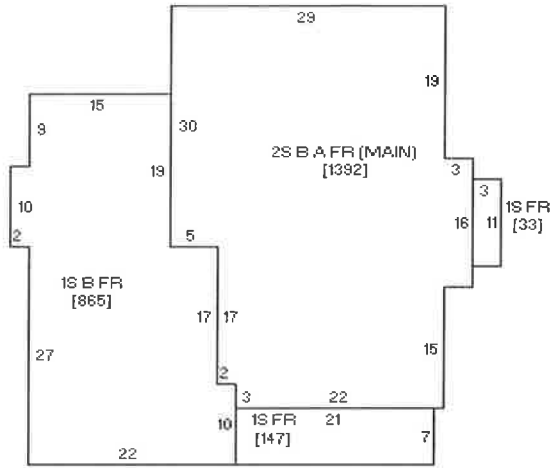
Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	126	126	66	66	0	8316	0.191
Totals:						8316	0.191

DWELLING CHARACTERISTICS

Type		Style		Total Living Area				
Single-Family / Owner Occupied		2 Story Frame		3829				
Year Built	Area	Heat		AC		Attic		
1900	1392	Yes		Yes		Floor & Stairs		
Total Rooms Above		Total Rooms Below		Bedrooms Above		Bedrooms Below		
10		0		6		0		
Basement		Basement Finished Area		No Basement Floor				
Full		700		0				
Foundation				Flooring				
C Blk				Carp / Vinyl				
Exterior Walls				Interior Finish				
Vinyl				Plas / Panel				
Roof								
Asph / Gable								
Non-Base Heating	Floor/Wall	Pipeless		Handfired		Space Heaters		
	0							
Additions	Year Built	Style	Area	Basement (SF)	No Basement (SF)	Heat	AC	Attic
	1900	1 Story Frame	33	0	0	Yes	Yes	0
	1900	1 Story Frame	147	0	0	Yes	Yes	0
	1900	1 Story Frame	865	865	0	Yes	Yes	0
Plumbing	1 Full Bath 2 Shower Stall Bath 1 Toilet Room 2 Sink							

Entry Status: Inspected





Date Website Last Updated: 04/23/2021

EASEMENT AGREEMENT

EASEMENT AGREEMENT FOR TEMPORARY USE OF PUBLIC RIGHT-OF-WAY BETWEEN THE CITY OF CEDAR FALLS, IOWA, Tony Tomlyanovich, LANDLORD, AND Brian Cohen, TENANT, FOR A SIDEWALK CAFÉ ON THE PUBLIC RIGHT-OF-WAY LOCATED AT 419 Main STREET, CEDAR FALLS, IOWA

This Agreement is made among Landlord, Tony Tomlyanovich, and Tenant, Brian Cohen ("Applicant"), and the City of Cedar Falls, Iowa, a municipal corporation.

WHEREAS, the City of Cedar Falls ("City") is the owner of the public right-of-way within the City of Cedar Falls, Iowa; and

WHEREAS, Applicant has applied for temporary use of the public right-of-way as a sidewalk café; and

WHEREAS, Applicant has elected as follows with respect to such sidewalk cafe: **[check either Box (a) or (b); and either Box (c) or (d); and either Box (e) or (f)]**

- (a) Fencing, ropes or other rigid structure not attached to the public sidewalk; or
- (b) Fencing, ropes or other rigid structure attached to the public sidewalk and approved by the Director of Municipal Operations & Programs.
- (c) all sidewalk café elements shall be moved inside the building each night; or
- (d) all sidewalk café elements shall be secured each night.
- (e) Applicant shall operate the sidewalk café area during the period of April 1 to November 15 each year; or
- (f) Applicant shall operate the sidewalk café area during the months of _____ through _____ each year.

WHEREAS, so long as said proposed use is consistent with the conditions set forth in this Agreement, and in Division 2, Article III, of Chapter 19 of the Cedar Falls Code of Ordinances, said use is in the public interest.

WHEREAS, in mutual consideration of the promises herein, Applicant and City agree as follows:

1. Landlord Tony Tomlyanovich owns certain real estate abutting the public right-of-way located in Cedar Falls, Iowa, at the following street address: 419 Main Street, Cedar Falls, Iowa; and Landlord has given Applicant/Tenant permission to operate a sidewalk café thereon as herein provided.
2. Applicant/Tenant Brian Cohen (hereinafter "Applicant") occupies said real estate abutting the public right-of-way located at said street address, and wishes to use a portion of said right-of-way for location and operation of a sidewalk café, as permitted by City regulations.
3. City and Applicant agree this Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment of this Agreement shall be made without the prior written consent of both parties to be attached hereto as a formal written addendum.

4. Applicant acknowledges and agrees that this Agreement is limited exclusively to the location, use and purposes listed herein for a sidewalk café, that any other uses, locations and purposes are not contemplated herein, and that any expansion of said uses, purposes or locations must be specifically agreed to in writing by the City of Cedar Falls.
5. Applicant further acknowledges and agrees that no property right is conferred by this Agreement for the use of portions of the public right-of-way, that the City is not empowered to grant permanent or perpetual use of its right-of-way for private purposes, that the City may order Applicant's use of the right-of-way to cease and desist if, for any reason, the City determines that said right-of-way is needed for a public use and should be cleared of any and all obstructions, or the City determines, pursuant to any of the provisions of Division 2 of Article III of Chapter 19 of the Cedar Falls Code of Ordinances, that continued use of the public right-of-way for a sidewalk café is not in the public interest or consistent with public safety, health or welfare, and that the Applicant shall not be entitled to any compensation should the City elect to do so.
6. Applicant also agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, of whatever nature, including payment of reasonable attorney fees, which may arise from the Applicant's use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees. Applicant further agrees to provide the City with a certificate of insurance coverage of the sidewalk café as required by Section 19-98 of the Cedar Falls Code of Ordinances.
7. Applicant further agrees to abide by all applicable federal, state, and local laws, and to maintain said sidewalk café in accordance with the approved Site Plan/Diagram. Access and egress routes shall be maintained so that crowd management, security, and emergency services personnel are able to reach any individual without undue hindrance. Applicant shall insure that there are adequate clearances between the various tables, chairs, and other sidewalk café elements such that appropriate ingress and egress routes are maintained for the safe exit of all patrons from the sidewalk café.
8. Applicant is required to submit Schematic Diagrams in connection with the use of approved fencing, ropes or other rigid structures. Applicant shall either move all sidewalk café elements inside the building comprising the restaurant which is adjacent to the sidewalk café by the closing time of the sidewalk café each night, restoring the sidewalk café to its normal condition as a pedestrian walkway, or the applicant must secure all sidewalk café elements by the closing time of the sidewalk café each night, by means of chains and locks or other secure means approved.
9. Requests for revisions or amendments to this Agreement require submittal of proposed revised Side Plans/Schematic Diagrams by Applicant and review by City staff, and formal approval by the City Council.
10. Should Applicant elect to secure sidewalk café elements by means of chains and locks or some other secure means, in lieu of moving such sidewalk café elements inside the building each night, Applicant shall obtain the prior approval of the Director of Municipal Operations & Programs for the means by which such sidewalk café elements shall be secured, so that they are secured in such a way that such sidewalk café elements cannot be used to cause damage to persons or property during the hours the sidewalk café is closed. Further, the Applicant shall obtain prior approval from the City Fire Department, to insure that the securing of such sidewalk café elements does not interfere with ingress or

egress, fixtures associated with fire detection and suppression, utility shut-offs, or the use of mechanical equipment rooms, in or around the building adjacent to which the sidewalk café area is located.

- 11. City and Applicant hereby understand, acknowledge and agree that the provisions of Division 2, Sidewalk Cafes, Sections 19-92 through 19-101, of Article III, Obstructions, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, as the same now exist or as the same be amended and modified from time to time by ordinance amendment of the City Council, are hereby incorporated into, and made a part of, this Easement Agreement, and shall govern the terms, conditions and provisions of this Easement Agreement.
- 12. In the event of a breach of this Agreement or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances, the City may, at its sole discretion, elect to give written notice to Applicant to remove all sidewalk café elements and/or other objects from the City's right-of-way. In the event Applicant does not comply within the time period designated in the written notice, the City may elect to remove, or direct removal of, any obstructions from the right-of-way and charge the cost of such removal and temporary storage to the Applicant and/or Landlord. Upon nonpayment of said charges, the removal costs may be certified to the Black Hawk County Assessor as a statutory lien and assessed against the property and collected in the same manner as a property tax, as provided in Section 364.12(2)(e), Code of Iowa.
- 13. In the event the sidewalk café elements are removed from the area for any reason, the right-of-way area and sidewalk must be restored to its original condition by the Applicant and/or Landlord, under such standards as may be promulgated by the City Engineer or City Director of Municipal Operations & Programs. The Applicant and Landlord shall be responsible for any damages to the sidewalk caused by the operation of the sidewalk café. A deposit of \$250 shall be required prior to the establishment of the sidewalk café, and shall be returned to the Applicant when the sidewalk is restored to its prior condition as determined by the City Engineer or City Director of Municipal Operations & Programs. If the Landlord/Applicant fails to restore the sidewalk to its prior condition or to the standards promulgated by the City Engineer or City Director of Municipal Operations & Programs, the City may do so and apply the deposit to the cost thereof.
- 14. In consideration for the City's concerns for public safety on the public right-of-way, Applicant specifically acknowledges said safety concerns and agrees to operate the sidewalk café in entire conformity with all of the rules and regulations contained in Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
- 15. This Easement Agreement shall terminate when Applicant's sidewalk café permit terminates, either by reason of expiration of such permit and the non-renewal thereof, or by reason of termination of the permit for noncompliance with the provisions of this Agreement, or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
- 16. Should any section of this Agreement be found invalid by a court of competent jurisdiction, it is agreed that the remaining portions shall continue in full force and effect as though severable from the invalid portion.

Dated this 4 day of May, 2021.

APPLICANT/TENANT

Iowa Bar Group LLC
(Name of Entity)

[Signature]

By Brian Cohen
(Name)

(Title) CEO
Texas JR

APPLICANT/LANDLORD

TNT Rentals
(Name of Entity)

By *[Signature]*
(Name)

pres. *[Signature]*
(Title)

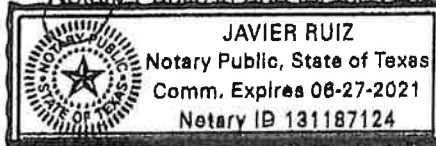
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 5 day of May, 2021, by Brian Cohen (name of person) as CEO (title) of Iowa Bar Group LLC, Applicant/Tenant.

My Commission Expires:

06/27/2021

Notary Public in and for the State of Iowa



Texas JR

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 10th day of May, 2021, by Tony Tomljanovich (name of person) as President (title) of TNT Rentals, Applicant/Landlord.

My Commission Expires:

May 11, 2024

Notary Public in and for the State of Iowa

[Signature]



CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

My Commission Expires:

Notary Public in and for the State of Iowa



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: 6/1/21

SUBJECT: **COBRA Service Agreement and Business Associate Agreement with WEX Health, Inc.**

The City of Cedar Falls requested and received quotes from three vendors to provide COBRA Administration services for the City beginning July 1, 2021. In review of the three bids WEX Health, Inc. d/b/a Discovery Benefits submitted the lowest bid.

Discovery Benefits	\$ 1,562.00
Employee Benefits Corp.	\$ 1,667.00
Infinisource	\$ 1,693.00

I would recommend approval of WEX Health, Inc. as the vendor for the City of Cedar Falls. I have enclosed the proposed agreement which also includes a Business Associate Agreement with WEX Health, Inc. to provide COBRA Administrative services to the City of Cedar Falls beginning July 1, 2021.

If you have questions regarding the attached, please contact me at 268-5101, Toni Babcock at 268-5531, or Jennifer Rodenbeck at 268-5108.

Attachments

Cc: Jennifer Rodenbeck, Director of Finance and Business Operations, Toni Babcock, Human Resources Manager.

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

This Agreement is by and between WEX Health, 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. See also paragraph 4.3 of Exhibit A.

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. See also paragraph 4.2 of Exhibit A.

5.0. Termination. See Article 5 of Exhibit A.

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. Subject to Section 7.1 of Exhibit A, 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; provided however, Contractor shall have no obligation to 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 City'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.

See paragraph 7.2 of Exhibit A.

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. See paragraph 8.7 of Exhibit A.

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, except to its affiliated entities, 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. See also paragraphs 1.30 and 4.1 of Exhibit A.

23.0. Entire Agreement. See paragraph 8.9 of Exhibit A.

24.0. Additional Terms.

See attached Exhibit A "COBRA Administrative Services Agreement".

See attached Exhibit B "Fee Schedule".

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:
Name: _____
Title: _____

Contractor:
Name: _____
Title: General Counsel

Address: _____

Address: _82 Hopmeadow Street_____
____Simsbury, CT 06089_____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

WEX Health, Inc._____

By: _____

Andy Doeden, SVP, National Sales_____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

ADMINISTRATIVE SERVICES APPLICATION

THE CITY OF CEDAR FALLS ("Employer") hereby requests the administrative services indicated below from WEX Health, Inc. d.b.a WEX, formerly known as Discovery Benefits, LLC ("**WEX**"). If not signed below prior to the Effective Date, Employer's consent to the terms and conditions set forth in the attached agreements will be presumed and deemed to have been obtained upon submission of Employer data through the DBI portal, the DBI design guide or any other DBI authorized format.

N/A Arrears Bill

X COBRA

N/A Direct Bill

N/A Education Assistance Program

N/A Health Savings Account

N/A Premium Conversion Plan

N/A Reimbursement Account

N/A Non-Discrimination Testing Subscription

X HIPAA Business Associate (acknowledged by the Employer as the sponsor on behalf of and as an authorized representative of the group health plan or plans)

SIGNATURE

The services shall be subject to the corresponding terms and conditions set forth in the attached agreements, accepted and entered into as of **06/01/2021** ("Effective Date").

Employer Authorized Signature

Robert M. Green

Name

**Fee Schedule
(Exhibit B)**

Effective Date 06/01/2021 or later if services start different months

	<u>Fee Amount</u>	<u>Fee Minimum</u>	<u>Frequency</u>	<u>Bill To</u>
COBRA - Monthly	\$0.60	\$85.00	Monthly	Customer
<p>Fees per Covered Employee The 2% additional premium for administrative costs is retained by WEX If the 2% additional premium is not chargeable to COBRA Continuants due to state or local law, WEX will include the 2% additional premium on a monthly invoice to the Employer, and the Employer will pay such amount as part of the COBRA administrative fee.</p>				

Fees are guaranteed until 06/01/2026 ("Rate Expiration Date").

Printing and postage are included for standard material and mailings.

Additional charges/fees will apply for non-standard mailings and/or expedited requests.

WebEx meetings are included at no additional fee.

Enrollment meetings (optional) are \$350 per day plus travel expenses.

If Employer/Customer has contracted with a third party whereby the third party pays WEX's fees on Employer's behalf, WEX's fees will be invoiced to that third party and are due within thirty (30) days after the date the invoice is received. If the third party fails to pay WEX, Employer remains responsible to pay WEX's fees. Fee rates may be based on a third-party discount. If WEX's fees are no longer to be paid by the third party on Employer's behalf, guarantees could be voided and the fee schedule revised.

COBRA ADMINISTRATIVE SERVICES AGREEMENT

(Exhibit A)

RECITALS

Employer has established one or more health plans that include medical, dental, vision, employee assistance plan, health flexible spending arrangement, and/or health reimbursement arrangement benefits (such plans, individually and collectively as the context may require, are herein referred to as the "Plan") for its employees.

Employer desires to retain WEX as an independent contractor to administer certain elements of its obligations under COBRA and WEX desires to assist Employer in the administration of such COBRA obligations.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the related regulation and interpretations by the Department of Labor and the Internal Revenue Service.

WEX and Employer agree that WEX shall assist in the administration of Employer's COBRA obligations based on the terms and conditions set forth in this COBRA Administrative Services Agreement ("this Agreement"), including, without limitation that:

- Employer is the administrator of the Plan.
- WEX is an independent contractor in relation to Employer and to the Plan and may act as an agent and/or designee on behalf of Employer.
- Employer remains responsible for maintaining the Plan, including the establishment of eligibility and the payment of the benefits owed or established under the Plan to its participants.
- WEX is to provide the agreed upon services without assuming any liability for the performance of any services beyond those set forth below.

The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

ARTICLE 1 WEX ADMINISTRATIVE SERVICES

- 1.1 Except for those obligations that are Employer's responsibility under this Agreement, WEX shall assume responsibility for the proper interpretation, application, and administration of COBRA rules and regulations for the Plan for COBRA administration under WEX's control.
- 1.2 WEX services under this Agreement are limited to the benefit plans selected for services by Employer via the WEX portal or design guide.
- 1.3 WEX shall have no responsibility or duty with respect to any plan where complete information about that plan is not provided.
- 1.4 WEX's responsibilities and duties with respect to the Plan are limited to those expressly provided in this Agreement.
- 1.5 WEX shall consult with Employer regarding the interpretation and application of regulations concerning COBRA administration as they apply to the Plan.
- 1.6 Upon timely receipt of the required information from Employer and within the applicable time frame required by COBRA or upon the effective date of coverage, whichever is later, WEX shall send, via "Accountable Mail" WEX's standard initial rights notification letter (also known as the general rights notice or the initial notice) to newly Covered employees and spouses informing them of their rights under COBRA.

"Accountable Mail" means mail that provides documented proof that the letter or notice was mailed and the date of such mailing to the recipient at the recipient's last known address and meets COBRA regulation requirements, but does not mean that delivery is tracked.

“Covered” means participating in any plan offered by Employer that is subject to COBRA and selected for services under this Agreement.

If information is not timely received from Employer, WEX shall send the notice described in this Section 1.6 as soon as administratively practicable after receiving the information. Consequently, however, such notice may not be provided within the time frame required by COBRA. If complete information is not provided, such notice also may be incomplete.

1.7 Upon commencement of the services provided herein, if requested by Employer, WEX will mail its standard initial rights notification letter to all Covered employees and spouses. In order for WEX to complete this mailing, Employer must provide the information requested by WEX in a timely manner.

1.8 Upon timely receipt of complete information from Employer, WEX shall send via Accountable Mail within the applicable time frame required by COBRA, WEX’s standard qualifying event eligibility and election notice to all qualified beneficiaries who have a qualifying event. If complete information is not timely received from Employer, WEX shall send the notice described in the preceding sentence as soon as administratively practicable after receiving complete information, however, such notice may not be provided within the applicable time frame required by COBRA.

The terms “qualifying event” and “qualified beneficiary” shall have the meanings given to them under COBRA.

1.9 Except to the extent prohibited by state or local law, COBRA continuation coverage premiums will include an additional 2% for administrative costs. In addition to the monthly administrative fee per Covered employee under this Agreement, WEX will retain the 2% additional premium allowed by COBRA for administrative costs charged to qualified beneficiaries electing or participating in COBRA continuation coverage (“COBRA Continuant”).

1.10 WEX shall mail WEX’s portal login notice and standard payment coupons to COBRA Continuant after COBRA continuation coverage is elected and the first COBRA premium payment has been received.

1.11 WEX shall provide COBRA Continuant the option to make their COBRA premium payments by check or via automatic recurring ACH (automated clearing house electronic funds-transfer system) at no additional charge.

1.12 WEX shall provide COBRA Continuant the option to make their COBRA premium payments online with a credit card or by a single-occurrence ACH request. To the extent permitted by law and the applicable credit card operating rules and regulations, an additional online convenience processing fee charged by the online third-party vendor and payable by the third-party beneficiaries (or Employer, if Employer so elects) will apply to these payment methods. The convenience processing fee is collected by WEX and remitted to the third-party vendor.

1.13 WEX shall deposit COBRA premium payments in a custodial account for the benefit of Employer in the manner described in Article 3.

1.14 WEX shall collect, track, process, and remit to Employer (or remit to the third party designated by Employer to act in the place of Employer for the purpose of remittance) the COBRA premium payments paid by COBRA Continuant, Employer or a third party.

1.15 A remit to carrier option (“Remit to Carrier”) is available at the option of Employer. In order for WEX to implement this option, Employer must submit a completed WEX COBRA ACH direct payments form to WEX. In addition, each applicable carrier must submit a completed WEX COBRA carrier remittance form to WEX. WEX will reserve the right to discontinue Remit to Carrier if the separate billing statement that includes only COBRA Continuant is not received from the carrier. Section 2.8 addresses Employer responsibilities for this option.

1.16 WEX shall coordinate with Employer and its insurers and third party administrators (collectively “carrier” or “carriers”) to answer questions pertaining to COBRA continuation coverage eligibility and COBRA premium payment status.

- 1.17 Using WEX's standard forms and letters, WEX shall communicate with COBRA Continuant's concerning change of address, premium rate and benefit changes, COBRA continuation coverage eligibility status, Medicare eligibility, advance-termination notice for the individual conversion, individual conversion and private insurance options, and verification of termination.
- 1.18 WEX shall provide Employer real-time, online access to information related to the status of qualified beneficiaries and COBRA Continuant's.
- 1.19 WEX shall provide this information required in the event of an IRS or other third-party audit:
- The written compliance procedures used by WEX in the administration of COBRA.
 - Samples of WEX forms and notices.
 - WEX records that pertain to a qualified beneficiary's actual qualifying event or election or COBRA Continuant's continuation of coverage.
 - A description of how WEX administers COBRA coverage.
- 1.20 WEX shall provide Employer with the web portal login information so that Employer may notify WEX when an employee, spouse or dependent is initially added to coverage under the Plan and when an employee, spouse or dependent has experienced a qualifying event and is eligible for COBRA continuation coverage under the Plan.
- 1.21 WEX shall provide Employer with the file format required by WEX so that Employer may upload employee demographic, benefit, and qualifying event information using the employer web portal.
- 1.22 WEX shall provide a customer service line toll-free number for use during WEX normal business hours to answer questions and address issues concerning COBRA regulation, COBRA compliance, and COBRA premium payments.
- Monday through Friday Central Time Zone
 Employers 7:00 a.m. to 7:00 p.m. Qualified
 Beneficiaries 6:00 a.m. to 9:00 p.m.
- In compliance with applicable federal and state law, WEX may monitor and/or record calls that are made to and from the customer service line for quality assurance and training purposes and/or to ensure that WEX's services fully comply with the terms of this Agreement.
- 1.23 WEX shall notify a COBRA Continuant if COBRA coverage terminates earlier than the end of the maximum period of coverage applicable to the qualifying event that entitled the individual to COBRA continuation coverage. The notice will be provided as soon as administratively practicable after WEX determines that the COBRA continuation coverage will be terminated early.
- 1.24 WEX shall extend the maximum COBRA continuation coverage period in cases of disability and second qualifying events as allowed under COBRA.
- 1.25 WEX shall provide its standard system generated open enrollment/premium rate change letter during open enrollment. If requested by Employer, WEX will provide qualified beneficiaries with a link to additional plan and benefit description materials provided by Employer through the web portal for qualified beneficiary and COBRA Continuant viewing and printing.
- 1.26 Plan Records and Data
- (a) Written and electronic records containing personal information are securely destroyed or deleted consistent with business needs or legal retention requirements.
 - (b) Per business records needs and associated retention and secure destruction periods, WEX shall retain a copy of all information (as information is defined in Section 2.22, excluding emails or similar electronic communications destroyed in the ordinary course of business pursuant to WEX policy) for

at least five (5) years from the date the record is created at WEX, including, without limitation, a record of all assets and transactions involving the Custodial Account (defined in Article 3).

- (c) Following the termination of this Agreement, WEX shall cooperate with Employer or Employer's subsequent service provider to effect an orderly transition of services provided under this Agreement and, within a reasonable time, will release to Employer a copy of data, records, and files in WEX's standard format.
- (d) Upon termination of this Agreement, WEX shall be entitled to retain a copy of all information, including any data, records, and files released by WEX pursuant to this Section 1.26 and will be entitled to continue to use and disclose such information for claims, audits, and legal and contractual compliance purposes to the extent permitted by law and any executed or applicable business associate agreement between the parties.

1.27 Information Security Program

WEX represents and warrants that it has implemented and maintains a written and comprehensive information security program, and complies with all applicable domestic law and regulation, including without limitation, any privacy and data security law and regulatory requirements under applicable state law.

1.28 Subcontracting

WEX may delegate or subcontract any portion of WEX services to a third party. For those WEX services that are delegated or subcontracted, WEX shall remain fully responsible to Employer for compliance with all applicable provisions of this Agreement or of any executed or applicable business associate agreement between the parties. No portion of WEX administrative services shall be delegated or subcontracted to any third party located outside the United States.

1.29 Audit Rights

Employer may audit or inspect any transactions, procedures, records, and participant files relating to Covered employees or COBRA Continuant, at WEX's offices and at a time reasonably acceptable to WEX, upon providing ten (10) business days' advance written notice to WEX and at Employer's expense. Unless otherwise required by legal and/or regulatory compliance, audits must be completed within six (6) months following the date the audit begins.

1.30 Confidentiality of Plan Information

WEX shall keep confidential all information that it obtains concerning the Plan. Other than in the due course of business, such information shall not be disclosed to a third party without prior approval of Employer or as otherwise provided in Article 4.

Employer may request that WEX share Plan information and other data with a vendor of the Plan or Employer. WEX shall consider all reasonable requests, however, prior to releasing or sharing any Plan information or other data, Employer represents that it will enter into a business associate agreement and/or confidentiality and data sharing agreement with the vendor.

For confidential or protected information transmitted by a vendor of the Plan to WEX, Employer must enter into a business associate agreement and/or confidentiality and data sharing agreement with the vendor.

1.31 Benchmarks

WEX may, in its discretion, prepare and deliver to Employer benchmarks or other metrics showing the experience of Employer and its participants with the services provided herein as compared to other employers. WEX will develop any such benchmarks or metrics through the use of data that has been aggregated and de-identified consistent with any executed or applicable business associate agreement between the parties.

1.32 Disclaimer

WEX does not insure or underwrite Employer's liability to provide benefits under the Plan. WEX shall not be liable or obligated to use its funds for payment of benefits under the Plan, including, without limitation, where such payment of benefits is sought as damages in an action against Employer, WEX or the Plan. Employer shall promptly reimburse WEX for any benefit payments made using WEX funds.

1.33 Non-Discrimination Testing and Additional Product and Service Solutions

Employer may subscribe to WEX's non-discrimination testing and request additional products and services solutions from WEX.

ARTICLE 2 EMPLOYER RESPONSIBILITIES

- 2.1 Employer shall provide accurate Covered employee counts to WEX on a monthly basis or as requested by WEX. Employer shall have thirty (30) days from the date of the invoice to correct a Covered employee count for credit or refund. Employer represents and warrants the accuracy of any information Employer provides to WEX regarding Covered employee counts.
- 2.2 Employer shall provide complete demographic and benefit information to WEX for its current COBRA Continuant on or by the date agreed upon during the implementation process.
- 2.3 Employer shall enter or upload an electronic file via the employer web portal containing complete demographic and benefit election information within seven (7) days of employees, their spouses, and/or dependents obtaining coverage under the Plan.
- 2.4 Employer shall notify WEX within seven (7) days of any initial qualifying event or the date coverage is lost due to the qualifying event once Employer is notified with respect to an employee, spouse or dependent.
- 2.5 Employer shall notify WEX within seven (7) days of a second qualifying event should Employer be notified of a second qualifying event that occurs with respect to an employee, spouse or dependent.
- 2.6 The foregoing seven (7) day notice timelines address all potential notice requirements. However, notwithstanding the foregoing, no matter when received, WEX will process the notice.
- 2.7 Unless directed otherwise by WEX, Employer shall provide notice of a qualifying event by entering the required qualifying event information directly into the employer web portal or by uploading an electronic file via the employer web portal. Employer is solely responsible for determining whether an employee, spouse or dependent has experienced an initial qualifying event under the Plan and the date of the qualifying event.
- 2.8 For Remit to Carrier, Employer shall be solely responsible for its carrier to send a separate billing statement to WEX that includes only COBRA Continuant.
- 2.9 For Remit to Carrier, Employer shall submit a completed WEX COBRA ACH Direct Payments form to WEX. Failure to submit a completed WEX COBRA ACH Direct Payments form will result in WEX remitting COBRA premium payments to Employer. Employer is at all times responsible to pay to WEX its portion of the premium, where applicable, prior to WEX remitting premiums to the carrier.
- 2.10 Employer (or the third party designated by Employer to act in the place of Employer for the purpose of remittance) shall be responsible for reconciling carrier billings with the online reports provided by WEX through the employer web portal. The parties acknowledge that carriers often restrict the ability to retroactively terminate COBRA coverage (even in cases of non-payment of premiums by the COBRA Continuant). WEX

shall not be liable for paying any loss or damage (including premiums) to Employer with respect to any retroactive termination of COBRA coverage, provided that WEX has performed in accordance with this Agreement. WEX reserves the right to decline to implement any retroactive changes in premium rates requested by Employer, retroactive beyond thirty (30) days.

- 2.11 Employer shall be responsible for selecting a determination period and establishing and advising WEX of the applicable premium rates to be charged for COBRA continuation coverage. Employer must notify WEX in writing at least forty-five (45) days in advance of the applicable billing date of: (a) any changes in premium rates affecting COBRA coverage under the Plan; and (b) any changes in premium rates during an open enrollment period, so that WEX has time to process the changes prior to the effective date.
- 2.12 WEX acknowledges that carriers may not always provide information about premium rate changes in a timely manner. If Employer is unable to notify WEX in writing at least forty-five (45) days in advance of the applicable billing date of any changes in premium rates, WEX will make commercially reasonable efforts to process the changes prior to the effective date.
- 2.13 Employer shall be solely responsible for any differences in premium payments when notification of a premium rate change is not provided to WEX at least forty-five (45) days in advance, causing payments made by COBRA Continuants to be incorrect for the new determination period.
- 2.14 Employer shall advise WEX of any material changes in the benefits and options provided by the Plan.
- 2.15 Employer shall be responsible for its compliance with the Patient Protection and Affordable Care Act of 2010 ("PPACA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Internal Revenue Code (the "Code"), each as amended from time-to-time, and other applicable law and regulation.
- 2.16 Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney fees) and expressly releases all claims against WEX in connection with any claim or cause of action arising out of any activity or occurrence prior to the commencement of services under this Agreement that results from the failure or alleged failure of Employer, its officers and employees, and any other entity related to or performing services on behalf of Employer (other than WEX) to comply with the PPACA, COBRA, HIPAA, the Code or any other applicable law or regulation.
- 2.17 Employer shall review and be responsible for the payment of all claims under the Plan, including, without limitation, claims and appeals for benefits and claims and appeals for eligibility determinations under the Plan. WEX is not responsible to receive or review claims for benefits under the Plan and shall not be liable for the payment of any claims for benefits in connection with the Plan, including, without limitation, where sought as damages in an action against Employer or the Plan or for any activity or occurrences prior to the Effective Date of this Agreement, provided that such activity or occurrence did not result from the services performed by WEX in accordance with this Agreement.
- 2.18 Employer shall maintain and provide written internal compliance procedures used for notifying WEX of a newly covered employee, spouse or dependent, a qualifying event, a report of terminations for each tax year, or when there are premium rate and benefit changes in the event of an IRS or any third-party audit.
- 2.19 Employer shall provide for the release of information necessary for COBRA compliance and administration under this Agreement.
- 2.20 Employer shall provide plan and benefit descriptions (e.g., Summary of Benefits and Coverage (SBC), Summary Plan Description (SPD), and benefit plan booklets, etc.) to qualified beneficiaries during open enrollment. WEX's standard process is to provide a link to these additional materials through the qualified beneficiary web portal for viewing and printing. If requested by Employer, WEX may include these additional materials with its standard open enrollment/rate change letter as long as Employer provides WEX with an electronic PDF image of the additional open enrollment materials. A handling fee of \$1.50 per page (duplex) will apply for these additional materials. WEX will allow up to twenty-five (25) duplexed pages, including the standard open enrollment/rate change letter.

2.21 Employer acknowledges and agrees that WEX shall:

- (a) Have no duty with respect to the funding of premiums by Employer or qualified beneficiaries who elect COBRA;
- (b) Not be liable for paying any premiums of a qualified beneficiary to a carrier or Employer to the extent that WEX did not receive the corresponding payment from the qualified beneficiary, Employer or third party;
- (c) Not be liable for any failure of Employer to remit to a carrier any funds Employer receives from WEX;
- (d) Not be liable for any failure of Employer to reconcile its carrier billings to online reports provided by WEX through the employer web portal;
- (e) Not be liable for any retroactive premium rate changes requested by Employer;
- (f) Not be liable for any failure of Employer to modify its carrier billings and notify carriers of a COBRA Continuant's termination from COBRA coverage when WEX remits premiums paid by COBRA Continuants to Employer;
- (g) Not be responsible for failure of delivery of any notice mailed by WEX using the qualified beneficiary information provided to WEX by Employer, which failure is due to the use of said information; and
- (h) Not be responsible for any loss or damage suffered by any participant, COBRA Continuant, Employer or Plan, should WEX fail to give a required notice or a complete notice because WEX did not receive notice of an event for which a notice was required, WEX did not receive complete information, or WEX received incorrect information.

2.22 Employer Information and Instructions

- (a) WEX shall be fully protected in relying upon representations and communications made by or on behalf of Employer in effecting its obligations under this Agreement.
- (b) WEX is entitled to rely on the most current information in its possession when providing services under this Agreement.
- (c) WEX shall provide the services in accordance with this Agreement based on information that is provided to WEX by Employer, Covered employee or qualified beneficiary. For this purpose, "information" means all data, records and other information supplied to WEX, obtained by WEX or produced by WEX (based on data, records or other information supplied to, or obtained by, WEX) in connection with performing the services pursuant to this Agreement, regardless of the form of the information or the manner in which the information is provided to WEX.
- (d) In engaging WEX to perform the services under this Agreement, Employer has authorized and instructed WEX in this Agreement to implement WEX's standard administrative forms and procedures.
- (e) WEX is not responsible for any acts or omissions it makes in reliance upon the direction or consent of Employer, Covered employee or a qualified beneficiary or inaccurate, misleading or incomplete information from Employer or any third party.
- (f) If Employer instructs WEX with a specific written request (in a format acceptable to WEX) to provide services in a manner other than in accordance with WEX's standard forms and procedures, WEX may (but need not) comply with such an instruction. This would include, but is not limited to, any Employer instruction to add a vendor link to the consumer portal. To the extent that WEX complies with such an instruction, Employer and not WEX shall be solely responsible for WEX's action so taken, and Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses and expenses (including reasonable attorney fees) and expressly releases all claims against WEX in connection with any claim or cause of action, which results from or in connection with WEX complying

with Employer's specific written instruction to provide services in a manner other than in accordance with WEX's standard procedures.

- (g) Employer is responsible for the integrity of data in the files. Therefore, complete and accurate information from Employer is required in order for WEX to perform the services set forth herein.
- (h) Employer agrees not to use the full social security number in the employee identification number field.

2.23 Employer's Electronic Account

For access to the services provided by WEX via an online account or other electronic means ("Employer's Electronic Account"), Employer is solely responsible for:

- (a) Designating who is authorized to have access to Employer's Electronic Account;
- (b) Safeguarding all of Employer's passwords, usernames, logins or other security features used to access Employer's Electronic Account ("Electronic Account Access");
- (c) Employer's use of Employer's Electronic Account under any usernames, logins or passwords;
- (d) Ensuring that use of Employer's Electronic Account complies fully with the provisions of this Agreement;
- (e) Any unauthorized access of Employer's Electronic Account due to Employer's actions or inactions, including, without limitation, Employer's failure to safeguard Employer's Electronic Account or Electronic Account Access; and
- (f) The maintenance and routine review of its computing and electronic system usage records (i.e., log files) and the security of its own data, data storage, computing devices, other electronic systems, and network connectivity.

2.24 Plan Tax Obligations

The Plan and/or Employer on behalf of the Plan is responsible for any state or federal tax, fee, assessment, surcharge and/or penalty imposed, assessed or levied against or with respect to the Plan and/or WEX relating to the Plan or the services provided by WEX pursuant to this Agreement, including those imposed pursuant to PPACA. This includes the funding, remittance, and determination of the amount due for PPACA required taxes and fees. In the event that WEX is required to pay or elects to pay any such tax, fee, assessment, surcharge and/or penalty on behalf of Employer, WEX shall report the payment to Employer along with documentation of the payment and Employer shall promptly reimburse WEX for the full amount or for Employer's proportionate share of such amount, as determined by WEX, except as provided in Section 7.3. This reimbursement would be in addition to the fees described in Section 6.1. Employer is at all times responsible for the tax consequences of the establishment and operation of the Plan. Further, the parties agree that WEX does not provide any legal, tax or accounting advice to the Plan and/or Employer. WEX is at all times responsible for all the taxes based upon its net income and its property ownership.

2.25 Enumeration System Identifier

If required, Employer is solely responsible to the Plan to obtain or assign the standard unique Health Plan Identifier ("HPID") or Other Entity Identifier (OEID) or to update the enumeration system per 45 CFR § 162.508.

2.26 Acknowledgement

Employer acknowledges and agrees that the services provided by WEX pursuant to this Agreement relate to enrollment and disenrollment in the Plan and that these services to the extent permitted under HIPAA shall be deemed to be performed by WEX on behalf of Employer in its capacity as the sponsor of the Plan.

2.27 Carrier Notifications

WEX's standard practice is to notify the applicable carrier of a qualified beneficiary's enrollment in, changes to or termination from COBRA coverage. However, if instead, Employer instructs WEX to send all such notifications to Employer or to a third party other than the applicable carrier, Employer: (a) is responsible to ensure the carrier is updated in a timely manner; (b) is responsible to provide urgent updates to the carriers in a timely manner as necessary; (c) accepts all responsibility and liability for the carrier notifications; and (d) expressly releases all claims against WEX in connection with the carrier notifications and agrees to hold WEX harmless from and against all liability, damages, costs, losses and expenses (including reasonable attorney fees) that result from the failure or alleged failure of Employer, its officers and employees, and any other entity (other than WEX) in connection with such carrier notifications.

2.28 Coverage Eligibility

Employer shall be solely responsible for its carrier compliance with COBRA continuation coverage regulatory guidelines that allow for retroactive changes or terminations for qualified beneficiary or COBRA Continuant coverage eligibility beyond sixty (60) days.

ARTICLE 3 CUSTODIAL ACCOUNT

3.1 Appointment and Acceptance of Custodian

By signing this Agreement, Employer appoints WEX as custodian of Employer funds for the purposes and upon the terms and conditions set forth in this Agreement, and WEX accepts such appointment and agrees to act as custodian hereunder and to hold any Employer funds received hereunder in accordance with the terms and conditions set forth in this Agreement.

3.2 Custodial Account

WEX maintains one or more depository accounts (the "Custodial Account") at a bank designated by WEX and holds in such Custodial Account all COBRA continuation premiums received from COBRA Continuant or on their behalf from third parties, less any portion of the premium payment that constitutes administrative fees payable by the COBRA Continuant. Upon deposit, such premiums shall become Employer funds (less any applicable fees or other costs as set forth in this Agreement). For administrative convenience and to reduce costs, WEX shall hold Employer funds together with similar funds from other employers in a single Custodial Account (or one or more Custodial Accounts as determined by WEX). WEX shall maintain records as to the exact amount of funds allocated to each employer. Each employer has a legal right to the specific amount of its funds held in the Custodial Account.

At all times, the assets comprising each employer's funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement.

Depending upon the context, the term "Custodial Account" as used herein shall refer to either the separate subaccount for Employer or all of the subaccounts for all employers in the aggregate.

3.3 Employer Funds

Employer and WEX intend and agree that the funds transferred to the Custodial Account shall be comprised of and shall remain the general assets of Employer. The COBRA continuation premiums received from COBRA Continuant are after-tax contributions relieved from the ERISA trust requirements. Except to the extent that outstanding checks have been written or withdrawals made against the Custodial Account balance on behalf of Employer, and subject to Section 6.3, Employer funds may be withdrawn by Employer at any time (less

any applicable fees or other costs as set forth in this Agreement) and are subject to Employer's general creditors in the same manner as funds deposited in Employer's ordinary checking accounts.

3.4 Disbursements

WEX shall forward the COBRA continuation premiums (less the 2% additional premium allowed by COBRA for administrative costs charged to COBRA Continuants) from the Custodial Account to the applicable carrier or to Employer or Employer's designee as directed by Employer and in accordance with this Agreement. WEX shall neither have nor shall be deemed to have any discretion, control or authority with respect to the disposition of Employer Funds.

3.5 Interest Earned

Employer acknowledges and understands that from time to time, WEX may receive earnings and interest on the funds held in the Custodial Account and that any such earnings or interest shall be part of WEX's compensation.

Employer acknowledges and understands that fees otherwise charged by WEX for services under this Agreement may be greater if WEX did not retain such earnings and interest on these funds.

The period during which interest may be earned begins on the date Employer funds are deposited into the Custodial Account and continues for as long as Employer funds remain in the Custodial Account.

Funds shall be disbursed on a first-in, first-out basis.

WEX does not track nor can it report interest earned for a single employer. WEX absorbs other bank charges, such as transmission charges, within the fees.

3.6 Maintenance of Records

Upon Employer's written request, WEX shall provide Employer with an accounting of all Employer assets, transfers, and transactions activity involving the Custodial Account, including a description of all receipts, disbursements, and other transactions.

ARTICLE 4 CONFIDENTIAL BUSINESS INFORMATION AND INTELLECTUAL PROPERTY

4.1 General Obligations

For purposes of this Article 4, "confidential business information" shall mean any business information identified by either party as "confidential" and/or "proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, service methods, software, documentation, financial information, prices, and product plans. Neither WEX nor Employer shall disclose confidential business information of the other party. The receiving party shall use reasonable care to protect the confidential business information and ensure it is maintained in confidence, and in no event use less than the same degree of care as it employs to safeguard its own confidential business information of like kind.

The foregoing obligation shall not apply to any information that: (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party; (c) was known to the receiving party at the time of disclosure; (d) was generated independently by the receiving party; or (e) is required to be disclosed by law, subpoena or other process.

WEX may disclose Employer's or the Plan's confidential business information to a governmental agency or other third party to the extent necessary for WEX to perform its obligations under this Agreement or if Employer has given WEX written authorization to do so.

Although WEX may have confidential business information processed, managed, and/or stored with subcontractors or third parties, it remains fully responsible to Employer for the confidentiality obligations set forth herein.

4.2 Financial Statements and Audit Information

If Employer requests access to certain financial statements and/or service organization control audit reports or other audit information of WEX for the purpose of reviewing the financial, operating, and business condition of WEX, and WEX agrees to provide such information, Employer's acceptance of or access to such confidential information shall constitute its agreement with the following:

- Employer shall maintain the information (whether communicated by means of oral, electronic or written disclosures) in confidence and shall not use the same for its own benefit, or for any purpose other than the furtherance of its review, or disclose the same to any third party.
- Employer may disclose the information to its own officers, employees, and agents on a need-to-know basis for the purposes of its review.
- Employer shall use reasonable care to protect the information and to ensure that it is maintained in confidence, and in no event use less than the same degree of care as Employer uses to safeguard its own confidential information.
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4.3 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by WEX), brochures, and online content ("Materials") furnished by WEX to Employer are licensed, not sold. Employer is granted a personal, non-transferable, and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display or use these Materials or any WEX trademarks for any other purpose other than its own internal business use. Employer shall use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use. Employer's license to use Materials ends on the termination date of this Agreement.

Upon termination, Employer agrees to destroy Materials or, if requested by WEX, to return them to WEX, except to the extent Employer is required by law to maintain copies of such Materials.

WEX retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under this Agreement.

4.4 Application

Each party agrees that its obligations contained in this Article 4 apply also to its parent, subsidiary, and affiliated companies, if any, and to similarly bind all successors, employees, and representatives.

ARTICLE 5 TERM AND TERMINATION

- 5.1 The term of this Agreement shall commence as of the Effective Date and shall continue for a period of twelve (12) months (the "Initial Term").
- 5.2 This Agreement shall automatically renew for another twelve (12) months at the end of the Initial Term and every twelve (12) months thereafter unless terminated pursuant to Section 5.3 or Section 5.4 or Section 5.5.
- 5.3 Notwithstanding the foregoing, this Agreement may be terminated at any time during the Initial Term or any renewal term by Employer or by WEX without cause and without liability with written notice of the intention to terminate to be effective as of a date certain set forth in the written notice, not fewer than sixty (60) days following the date of such notice.
- 5.4 This Agreement may be terminated upon written notice:
- (a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;
 - (b) If any fee (to the extent not subject to a good faith dispute) for any service provided by WEX to Employer remains unpaid to WEX beyond thirty (30) days past the due date, upon written notification by WEX to Employer that WEX intends to exercise its option to enforce this provision; or
 - (c) Due to (i) a party's filing for bankruptcy, (ii) a party's making any assignment for the benefit of creditors, (iii) a party's consenting to the appointment of a trustee or receiver, (iv) a party's insolvency, as defined by Applicable Law, or (v) the filing of an involuntary petition against Employer under the Federal Bankruptcy Code or any similar state or federal law which remains un-dismissed for a period of forty-five (45) days.
- 5.5 If a party is in default under any provision of this Agreement other than a payment default, the other party may give written notice to the defaulting party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice to terminate this Agreement as of any future date designated in the notice.
- 5.6 Employer shall pay all fees not subject to a good faith dispute that have accrued up to the date of the termination of this Agreement within thirty (30) days after the date of the termination.
- 5.7 Upon termination of this Agreement, any funds in the Custodial Account that have not been disbursed in accordance with the terms and conditions of this Agreement shall be returned to Employer less any applicable undisputed unpaid fees, costs or expenses as set forth in this Agreement.
- 5.8 If this Agreement is terminated under Sections 5.3 or 5.4, WEX will cease the performance of any further services under this Agreement unless both parties agree in writing that certain services shall continue for an additional period. Upon prepayment, if requested by WEX, of the fees for this additional period or upon continued monthly invoicing, WEX will continue the processing of qualifying events, initial notices, the collection and tracking of COBRA premium payments, forwarding premiums to Employer and processing and reporting of COBRA elections and terminations with respect to those qualified beneficiaries who incurred a qualifying event prior to the date of termination of this Agreement.
- 5.9 Upon the completion of the later of the Agreement, or any period of further services, WEX will cease the performance of these COBRA administration services and Employer shall be immediately responsible for all aspects of COBRA administration. WEX shall return to Employer any Employer funds in the Custodial Account. However, the return of such funds shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of undisputed unpaid fees and other expenses under this Agreement or any other agreement between the parties. As necessary, WEX shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements or other amounts that are due and owing to WEX as of the date of termination pursuant to the terms of this Agreement or any other agreement between the parties.

ARTICLE 6 COST OF SERVICES

6.1 Administrative Services Fees

- (a) Employer shall pay WEX a fee for its services under this Agreement. This fee shall be payable in accordance with the fee schedule attached hereto. Fees are invoiced monthly and are due within thirty (30) days of the invoice date. If Employer disputes in good faith any portion of the fees invoiced, Employer shall provide WEX with written notice of any disputed fees together with a complete written explanation of the reasons for the dispute (the "Dispute Notice") within thirty (30) days of the invoice date. The parties shall work together in good faith to reach a mutually agreeable resolution of the dispute identified in the Dispute Notice for a period of ten (10) days following the date of the Dispute Notice.
- (b) As part of the administrative fees under this Agreement, WEX shall also retain the 2% additional premium allowed by COBRA for administrative costs charged to COBRA Continuant. If state or local law prevents COBRA Continuant from being charged the additional 2% premium, then the additional 2% premium shall become a fee paid by the Employer to WEX for its services under this Agreement. This fee shall be payable in accordance with the fee schedule attached hereto. Such fee will be invoiced monthly and will be due within thirty (30) days of the invoice date.
- (c) Notwithstanding the foregoing, WEX reserves the right to:
- Charge for the provision of additional services that were neither included in nor contemplated by this Agreement on the Effective Date;
 - Charge for proprietary technology and services; and
 - Increase fees based on additional costs imposed on WEX, such as significant postal rate or bank fee increases or substantiated increased costs due to legislative or regulatory changes, domestic or foreign, actually incurred in performing its services.
- WEX shall provide Employer with reasonable prior written notice of such charges or increases.
- (d) On or after the rate expiration date indicated on the fee schedule, WEX reserves the right to amend the fee schedule with at least sixty (60) days' advance written notice. If Employer is unwilling to accept the changes to the fee schedule, Employer may terminate this Agreement by providing notice to WEX no later than the effective date of the fee schedule amendment.
- (e) Fees quoted assume that WEX's standard software and systems will be compatible with Employer's software and systems and with any prior service provider's software and systems so that the services can be readily performed without any modifications or alterations of WEX's software and systems. In the unusual event that costs are incurred by WEX to integrate the WEX services with Employer's software and systems and/or in migrating the data from the prior service provider to WEX's systems, those costs may be charged separately on a time and materials basis or as otherwise provided under a separate agreement between the parties.

6.2 Non-Party Payment on Behalf of Employer and Compliance with Anti-Rebating Law

Employer represents and warrants that if someone other than Employer is paying WEX's fees on behalf of Employer, the making of such payment shall not violate any applicable anti-rebating law and agrees to hold WEX harmless (including reasonable attorney's fees) from all losses that may result from Employer's breach of this provision.

6.3 Past Due Fees

Notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, if Employer fails to pay WEX any amount (except for amounts subject to a good faith dispute) that is due as a result of the services provided by WEX to Employer under this Agreement or any other agreement between

the parties, WEX shall be permitted to deduct the undisputed amount from any funds held by WEX that were received from Employer. This right of offset shall be in addition to any other remedies that WEX may have in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate this Agreement or a right of recoupment, regardless of whether the past due amount is paid in full as a result of the offset or recoupment rights provided herein.

ARTICLE 7 GENERAL

7.1 Limitations of Liability

Notwithstanding any other provision in this Agreement to the contrary, the total cumulative liability of WEX to Employer for all claims, actions, or suits however caused arising out of or in connection with this Agreement shall be limited to damages and shall not exceed the greater of: (a) the amount of fees received by WEX from Employer for the twenty-four (24) months prior to the occurrence of the event giving rise to any such claims, actions or suits; or (b) amounts payable and actually paid to Employer or WEX, as applicable, under the insurance policies provided for under Section 7.2 of this Agreement.

No action under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

WEX and Employer expressly agree that the limitations of liability in this Section 7.1 represent an agreed allocation of the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by WEX to Employer and is an essential element of the basis of the bargain between the parties.

7.2 Insurance

During the term of this Agreement, WEX shall maintain general liability insurance and professional/cyber liability insurance with policy limits of not less than \$5,000,000 per occurrence and in the aggregate.

WEX maintains commercial crime insurance, including employee dishonesty coverage with policy limits of not less than \$5,000,000.

Upon request, WEX shall provide Employer with a certificate or certificates of insurance reflecting such insurance coverages.

ARTICLE 8 MISCELLANEOUS

8.1 Number

Where the context of this Agreement requires, the singular shall include the plural and vice versa.

8.2 Waiver

If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

8.3 Severability

If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

8.4 Notice

Any notice required or permitted to be given under this Agreement shall be deemed delivered to the address set forth in this Agreement or such other physical or electronic address as specified by the party: (a) when received if delivered by hand; (b) the next business day if placed with a reputable express carrier for delivery during the morning of the following business day; (c) three (3) days after deposit in the U.S. mail for delivery, postage prepaid; or (d) when received if delivered electronically.

WEX: 4321 20th Avenue South, Fargo, ND 58103, Attention: General Counsel.

8.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, whether written or verbal. Any amendment to this Agreement must be in writing and consented to by authorized representatives of both parties. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, permitted assigns, and successors in interest. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer upon any person other than the parties hereto, any rights, remedies, obligations or liabilities whatsoever.

8.6 Survival

Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

8.7 Relationship of the Parties

Employer and WEX acknowledge and agree that WEX is retained under this Agreement as an independent contractor of Employer to assist Employer with its obligations to comply with the continuation coverage provisions of COBRA, and that WEX is not a fiduciary under ERISA and lacks any discretion hereunder. Employer agrees that use of or offset of amounts in the Custodial Account to pay for fees or other amounts due to WEX under this Agreement shall constitute an Employer action that is authorized by Employer under this Agreement. Employer agrees that such actions are not discretionary acts of WEX and do not create fiduciary status for WEX. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture or any association for profit between Employer and WEX.

8.8 Authority

Neither WEX nor Employer, when dealing with the other party in relation to the Plan, shall be obliged to determine the other party's authority to act pursuant to this Agreement.

BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, WEX provides certain administrative services, activities or functions in connection with the Plan ("Services") pursuant to a services agreement ("Services Agreement") between WEX and Employer (also "Sponsor"); and

WHEREAS, the parties desire to enter into this Business Associate Agreement (this "Agreement"), effective upon the earlier of the respective Services Agreement effective date or the date of first receipt of PHI from the Plan or Sponsor by WEX, as set forth below for the purpose of addressing the following law, as amended and clarified by the HIPAA Omnibus Rule or any regulation, rule or guidance that may be issued after the effective date of this Agreement:

- The Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted as part of the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder relating to the privacy and security of protected health information;
- The "Standards for Privacy of Individually Identifiable Health Information," 45 CFR Part 160 (specifically recognizing here 45 CFR Part 160, Subparts C, D, and E ("Enforcement Rule")) and Part 164, Subparts A and E ("Privacy Rule");
- The "Standards for Electronic Transactions," 45 CFR Part 160, Subpart A and Part 162, Subpart A and Subparts I through R ("Electronic Transaction Rule");
- The "Security Standards for the Protection of Electronic Protected Health Information," 45 CFR Part 160 and Part 164, Subparts A and C ("Security Rule"); and
- The "Standards for Breach Notification for Unsecured Protected Health Information," 45 CFR Part 160 and Part 164, Subparts A and D ("Breach Notification Rule").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Plan and WEX agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Agent" shall have the meaning given to it in Section 2.5. As provided by the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), an Agent and a Subcontractor are two separate types of arrangements.

1.2 "Breach" shall have the meaning given to it by 45 CFR § 164.402.

1.3 "Business Associate" shall have the meaning given to it by 45 CFR § 160.103.

1.4 "Designated Record Set" shall have the meaning given to it by 45 CFR § 164.501.

1.5 "Health Care Operations" shall have the same meaning given to it in 45 CFR § 164.501.

1.6 "HIPAA" shall mean, collectively, the Privacy Rule, the Electronic Transaction Rule, the Security Rule, and/or the Breach Notification Rule, each as amended and clarified by the HIPAA Omnibus Rule.

1.7 "HIPAA Omnibus Rule" shall mean the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (the HITECH Act) and the Genetic Information Nondiscrimination Act (GINA)," 78 Federal Register 5566 (January 25, 2013).

1.8 "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.9 "Individual Rights Requests" shall mean requests under Article 3.

1.10 "Payment" shall have the same meaning given to it in 45 CFR § 164.501.

1.11 "PHI" or "protected health information", defined at 45 CFR § 160.103, shall mean any information, whether oral or recorded in any form or medium, that: (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual

1.12 "Plan" shall have the same meaning given to it as the group health plan or plans of the Sponsor as set forth in 45 CFR § 160.103.

1.13 "Plan Administration Functions" shall have the same meaning given to it in 45 CFR § 164.504.

1.14 "Plan Administrator" shall mean the entity, individual, group or committee appointed by the Sponsor, or its successor or successors with the authority to administer the Plan.

1.15 "Privacy Official" shall mean the person designated by the Plan to serve as its privacy official within the meaning of 45 CFR § 164.530(a), and any person to whom the Privacy Official has delegated any of his or her duties or responsibilities.

1.16 "Protected Information" shall mean PHI received from the Plan or created, received, maintained or transmitted by WEX on behalf of the Plan.

1.17 "Required by Law" shall have the same meaning given to it in 45 CFR § 164.103.

1.18 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

1.19 "Services" shall mean the activities, functions, and/or services that WEX from time to time renders to or on behalf of the Plan to the extent that those activities, functions, and/or services are covered by HIPAA.

1.20 "Subcontractor" shall have the same meaning given to it in 45 CFR § 160.103.

1.21 "Unsecured PHI" shall mean Protected Information that is not secured through the use of a technology or methodology that renders such Protected Information unusable, unreadable or indecipherable to unauthorized individuals as specified in 45 CFR § 164.402.

ARTICLE 2 OBLIGATIONS AND ACTIVITIES OF WEX

2.1 Status of WEX. WEX acknowledges and agrees that it is a Business Associate of the Plan for purposes of the Privacy Rule.

2.2 Permitted Uses and Disclosures of Protected Information.

(a) Permitted Uses. WEX shall not use Protected Information other than as permitted by this Agreement. WEX may use Protected Information: (i) in connection with the performance, management and administration of the Services; (ii) for the proper business management and administration of WEX; (iii) to carry out WEX's legal responsibilities; (iv) to report violations of law consistent with 45 CFR § 164.502(j); (v) to the extent and for any purpose authorized by an Individual under 45 CFR § 164.508; and (vi) for any purpose provided that no data is identifiable and data has been de-identified pursuant to 45 CFR § 164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). Notwithstanding the foregoing sentence, WEX shall not use Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so used by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(b) Permitted Disclosures. WEX shall not disclose Protected Information other than as permitted by this Agreement. WEX may disclose Protected Information: (i) in connection with the performance,

management and administration of the Services; (ii) to report violations of law consistent with 45 CFR § 164.502(j); (iii) to the extent and for any purpose authorized by an Individual under 45 CFR § 164.508; and (iv) for any purpose provided that no data is identifiable and data has been de-identified pursuant to 45 CFR § 164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). In addition, WEX may also disclose Protected Information to a third party for the proper business management and administration of WEX and to carry out WEX's legal responsibilities, provided that the disclosure is Required by Law or WEX obtains, prior to the disclosure: (i) reasonable assurances from the third party that the Protected Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from the third party that the third party will notify WEX immediately of any instances in which it knows the confidentiality of the information has been breached. Further, WEX shall disclose, upon request, Protected Information to the Sponsor for Plan Administration Functions and to designated Sponsor employees (or designated Business Associates of the Plan) who are working for or on behalf of the Plan for purposes of Payment and Health Care Operations (including claims assistance activities) consistent with 45 CFR § 164.506(c)(1). Notwithstanding the foregoing, WEX shall not disclose Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so disclosed by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(c) Minimum Necessary. To the extent required by the Privacy Rule, WEX shall only request, use, and/or disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, and/or disclosure. For this purpose, the determination of what constitutes the minimum necessary amount of Protected Information shall be determined in accordance with Section 164.502(b) of the Privacy Rule.

(d) Direct Application of Privacy Rules. WEX shall not use and/or disclose Protected Information or provide any Services that require the use and/or disclosure of Protected Information unless such use and/or disclosure directly complies with this Section 2.2 and Sections 164.502(a)(3) and 164.504(e) of the Privacy Rule.

(e) GINA Provisions. Notwithstanding subsections (a) through (c) above, WEX shall not use and/or disclose Protected Information that is genetic information for underwriting purposes, as set forth in 45 CFR § 164.502(a)(5).

2.3 Safeguards. WEX shall maintain and use appropriate and commercially reasonable safeguards to prevent use and/or disclosure of Protected Information other than as permitted or required in this Agreement.

2.4 Reports of Prohibited Disclosures. If WEX becomes aware of a disclosure of an Individual's Protected Information by WEX and the disclosure violated the provisions of this Agreement, WEX must inform the Privacy Official regarding the prohibited disclosure of the Individual's Protected Information. To the extent that a disclosure described in this Section 2.4 also constitutes a Breach of Unsecured PHI, the provisions of this Section 2.4 shall not apply, but rather the provisions of Section 2.8 shall apply.

2.5 Agents and Subcontractors. WEX shall require each of its authorized representatives, agents, and entities (collectively, "Agents") to whom WEX provides Protected Information on behalf of the Plan to agree to observe the restrictions on use and disclosure of the Protected Information imposed upon WEX by this Agreement and the Privacy Rule. In addition, WEX shall enter into a business associate agreement with each of its Subcontractors which meets the requirements of the Privacy Rule, including the requirements set forth in 45 CFR § 164.504(e).

2.6 Access by Secretary. WEX shall make available to the Secretary WEX's internal practices, books, and records (including its policies and procedures) relating to WEX's use and disclosure of Protected Information for the purpose of enabling the Secretary to assess the Plan's and/or WEX's compliance with HIPAA. WEX shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by WEX, unless it is prohibited by applicable law from doing so.

2.7 Mitigation. WEX agrees to mitigate, to the extent practicable, any harmful effect that is known to WEX of a use or disclosure of Protected Information by WEX in violation of the requirements of this Agreement and provide any notice and remediation that either WEX or the Plan is required to provide by any applicable law in connection with such actual or suspected Breach. Where a Breach involves PHI data elements that reasonably could lead to identity theft, WEX shall provide credit monitoring or other commercially-reasonable identity theft mitigation service for the affected individuals for one year.

2.8 Notice of Breach of Unsecured PHI.

(a) WEX Requirements. Upon WEX's discovery of a Breach of Unsecured PHI by WEX, WEX shall –

(1) Pursuant to the requirements set forth in subsection (c) below, provide written notice of the Breach to the Privacy Official, as soon as administratively practicable, but no later than ten (10) business days after the Breach is discovered, and

(2) Pursuant to the requirements set forth in subsection (b) below, provide written notice of the Breach, on behalf of the Plan, without unreasonable delay and in no case later than sixty (60) calendar days after discovery of a Breach as authorized under 45 CFR § 164.404 or such later date as is authorized under 45 CFR § 164.412 to:

(i) each Individual whose Unsecured PHI has been, or is reasonably believed by WEX to have been, accessed, acquired, used or disclosed as a result of the Breach;

(ii) the media to the extent required under 45 CFR § 164.406; and

(iii) the Secretary to the extent required under 45 CFR § 164.408 (unless the Plan has elected to provide this notification and has informed WEX); and

(3) If the Breach involves less than 500 individuals, maintain a log or other documentation of the Breach which contains such information as would be required to be included if the log were maintained by the Plan pursuant to 45 CFR § 164.408, and provide such log to the Plan within five (5) business days of the Plan's written request.

(b) Notice Requirements. This subsection (b) provides the following special rules that shall each be applicable to the provisions of Section 2.8(a)(2) –

(1) The date that a Breach is discovered shall be determined by WEX, in its sole discretion, in accordance with the Breach Notification Rule.

(2) The content, form, and delivery of each of the notices required by Section 2.8(a)(2) shall comply in all respects with the breach notification provisions applicable to the Plan, as set forth in the Breach Notification Rule.

(3) WEX shall send the notices described in Section 2.8(a)(2)(i) to each Individual using the address on file with WEX (or as may be otherwise provided by the Plan). If the notice to any Individual is returned as undeliverable, WEX shall make one additional attempt to deliver the notice to the Individual using such information as is reasonably available to it, or shall take other action required by the Breach Notification Rule.

(4) With respect to notices required under Section 2.8(a)(2)(i) and (ii), WEX and the Privacy Official shall cooperate in all respects regarding the drafting and the content of the notices. To that end, before sending any notice to any Individual or the media under Section 2.8(a)(2)(i) or (ii), WEX shall first provide a draft of the notice to the Privacy Official. The Privacy Official shall have ten (10) business days (plus any reasonable extensions) to either approve WEX's draft of the notice or revise the language of the notice. Alternatively, the Privacy Official may elect to draft the notice for review by WEX. Once WEX and the Privacy Official agree on the final content of the notice, WEX shall send the notice to the Individuals and/or the media based on the requirements of the Breach Notification Rule.

(c) Privacy Official Notice. The notice to the Privacy Official pursuant to Section 2.8(a)(1) shall include any information available to WEX that is required to be included in a notification to an Individual under 45 CFR § 164.404(c). To the extent that WEX does not have the information to be provided in the prior sentence when it is required to notify the Privacy Official, WEX shall provide such information as soon as administratively practicable after such information becomes available. Upon the Plan's written request, WEX shall provide such additional information regarding the Breach as may be reasonably requested from time-to-time by the Plan.

(d) Notice Fees. WEX reserves the right to charge reasonable, cost based fees for sending the notices required by this Section 2.8 should a Breach be due to actions on the part of the Sponsor, the Plan or any other entity (other than WEX, its Agents or Subcontractors).

(e) Remuneration. WEX shall not directly or indirectly receive any remuneration in exchange for PHI or Use or Disclose PHI for marketing or fundraising purposes.

ARTICLE 3 INDIVIDUAL RIGHTS REQUIREMENTS

3.1 Designated Record Sets.

(a) General. WEX agrees to maintain a Designated Record Set for the Plan in a manner and form that will allow the Plan to provide access and amendment rights to an Individual with respect to the Individual's Protected Information in conformance with 45 CFR §§ 164.524 and 164.526.

(b) Access to Protected Information. Upon request from the Plan, WEX shall process and respond to a request by an Individual for access to an Individual's Protected Information that is maintained by WEX in a Designated Record Set pursuant to 45 CFR § 164.524 (an "Access Request"). WEX shall respond to such Access Request by furnishing such Protected Information to the Plan within a timeframe that reasonably allows the Plan to satisfy the timeframes required by 45 CFR § 164.524. If the Protected Information that is requested is maintained electronically and the Individual requests an electronic copy of such information, WEX will provide access to the information in an electronic format that complies with 45 CFR § 164.524(c)(2)(ii). Thereafter, the Plan will be responsible for sending such information to the Individual.

(c) Amendment to Protected Information. Upon request from the Plan, WEX shall process a request by an Individual for amendment to an Individual's Protected Information that is maintained by WEX in a Designated Record Set pursuant to 45 CFR § 164.526 (an "Amendment Request"). WEX shall process such Amendment Request within a timeframe that reasonably allows the Plan to satisfy the timeframes required by 45 CFR § 164.526.

(d) Coordination with Privacy Official. WEX shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping, and documentation issues relating to Access Requests and Amendment Requests. Notwithstanding the foregoing, WEX shall not be obligated to coordinate with the Privacy Official if an Individual files an Access Request or an Amendment Request with WEX and such request is directed solely to WEX.

3.2 Accounting of Disclosures of Protected Information.

(a) Documentation of Disclosures. WEX agrees to document and maintain a log of any and all disclosures from and after the date or dates required by 45 CFR § 164.528 made by WEX of Protected Information in a manner and form that will allow the Plan to provide to an Individual an accounting of disclosures or other applicable report of the Individual's Protected Information in compliance with and based on the requirements of 45 CFR § 164.528.

(b) Accounting Requests. Upon request from the Plan, WEX shall process and respond to a request by an Individual for an accounting of disclosures or other applicable report of an Individual's Protected Information pursuant to the requirements of 45 CFR § 164.528 (an "Accounting Request"). WEX shall furnish such accounting relating to the Accounting Request to the Plan within a timeframe that reasonably allows the Plan to satisfy the timeframes required by 45 CFR § 164.528. Thereafter, the Plan will be responsible for sending such information to the Individual.

(c) Coordination with Privacy Official. WEX shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping, and documentation issues relating to Accounting Requests. Notwithstanding the foregoing, WEX shall not be obligated to coordinate with the Privacy Official if an Individual files an Accounting Request with WEX and such request is directed solely to WEX.

3.3 Privacy Protection Requests.

(a) Restriction Requests on Uses and Disclosures. The Plan and WEX on behalf of the Plan shall not agree to a restriction on the use or disclosure of Protected Information pursuant to 45 CFR § 164.522(a) without first consulting with the other party. WEX is not obligated to implement any restriction, if such restriction would hinder Health Care Operations or the Services WEX provides to the Plan, unless such restriction would otherwise be required by 45 CFR § 164.522(a).

(b) Confidential Communication Requests. WEX shall implement any reasonable requests by Individuals relating to a request to receive communications of Protected Information by alternative means or at alternative locations to the extent required by 45 CFR § 164.522(b).

(c) Coordination with Privacy Official. WEX shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping, and documentation issues relating to requests under this Section 3.3.

ARTICLE 4 ELECTRONIC TRANSACTION RULE

4.1 Business Associate Requirements. WEX acknowledges that it is a Business Associate of the Plan for purposes of the Electronic Transaction Rule. WEX agrees that it shall comply with all Electronic Transaction Rule requirements that may be applicable to WEX with respect to the Services it provides to and on behalf of the Plan. WEX shall also require each of its Agents and Subcontractors to whom WEX provides Protected Information that is received from, or created or received by WEX on behalf of the Plan, to provide assurances, in writing, that they will comply with the applicable requirements of the Electronic Transaction Rule.

4.2 Sponsor Transmissions. The Sponsor hereby represents and warrants that all electronic transmissions with respect to the Plan between the Sponsor (either directly or through its designated agent) and WEX relating to enrollment and disenrollment information and premium payment information as each are covered by the Electronic Transaction Rule are sent or received by the Sponsor (either directly or through its designated agent) in the Sponsor's capacity as an employer and are not sent or received by the Plan or are not subject to HIPAA for other reasons, such as that the information is an employment record and not PHI.

ARTICLE 5 OBLIGATIONS OF PLAN

5.1 Privacy Notice. Upon request, the Plan will provide WEX with a copy of its notice of privacy practices pursuant to 45 CFR § 164.520.

5.2 Authorizations. The Plan will notify WEX of any changes in or revocations of Individual authorizations for use or disclosure of Protected Information to the extent that such changes or revocations may affect WEX's use or disclosure of Protected Information.

5.3 Officials. The Plan will notify WEX of the current name and contact information of the Plan Administrator, the Privacy Official, and any other person that has the authority to act on behalf of the Plan with respect to the provisions contained in this Agreement.

5.4 Plan. Sponsor represents that its Plan documents include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the Privacy Rule.

5.5 Standard Requirements for Group Health Plans. The Plan represents and warrants that: (a) its plan documents, in accordance with 45 CFR § 164.504(f), allow the Plan to receive Protected Information; (b) it has received a certification from the Sponsor in accordance with 45 CFR § 164.504(f)(2)(ii) and will provide a copy of such certification to WEX upon request; (c) the plan document amendments permit the Plan to receive Protected Information (including detailed invoices, reports, and statements from WEX); and (d) the Plan has determined, through its own policies and procedures and in compliance with 45 CFR § 164.502(b), that the Protected Information that it receives from WEX (including the detailed invoices, reports, and statements) contains the minimum information necessary for the Plan to carry out its Payment and Health Care Operations activities.

5.6 Sponsor agrees and understands that the Plan is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment. No change, modification or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by both parties. WEX agrees to take such action as is necessary to amend this Agreement from time to time as the Plan reasonably determines necessary to comply with HIPAA, or any other applicable law, rule or regulation.

6.2 Term. The Term of this Agreement shall be effective on the Effective Date (unless otherwise noted herein) and shall terminate when all of the Protected Information received from the Plan, or created or received by WEX on behalf of the Plan, is destroyed in accordance with the Plan's authorization or is returned to the Plan (or its designated agents) pursuant to Section 6.4.

6.3 Termination. If one party to this Agreement ("Non-Breaching Party") has knowledge of a material violation of this Agreement by the other party to this Agreement ("Breaching Party"), as determined in good faith by the Non-Breaching Party, the Non-Breaching Party must promptly:

(a) Provide an opportunity for the Breaching Party to end and to cure the material violation within a reasonable time specified by the Non-Breaching Party, and if the Breaching Party does not end and cure the material violation within such time (including reasonable extensions that the Non-Breaching Party determines are necessary) to the satisfaction of the Non-Breaching Party, the Non-Breaching Party shall immediately terminate the Services rendered by WEX and any agreement or contract related thereto; or

(b) If a cure is not possible as determined by the Non-Breaching Party in its sole discretion, the Non-Breaching Party shall immediately terminate the Services rendered by WEX and any agreement or contract related thereto.

6.4 Effect of Termination. Upon termination pursuant to Section 6.3, the Plan within a reasonable time thereafter must inform WEX to either destroy or return to the Plan (or any agents designated by the Plan) the Protected Information that WEX and its Agents and Subcontractors maintain in any form, and WEX and its Agents and Subcontractors shall retain no copies of the Protected Information.

However, in many situations WEX maintains one or more backup copies of Protected Information for auditing, data management, and other related purposes and WEX has determined that destruction of all copies of Protected Information that it maintains is infeasible.

Therefore, after termination of the Services and pursuant to 45 CFR § 164.504(e)(2)(ii)(J), this Agreement shall remain in effect, and WEX shall continue to observe and shall ensure that its Agents and Subcontractors continue to observe its obligations under this Agreement to the extent copies of the Protected Information are retained by WEX and shall limit further uses and disclosures of Protected Information to the purposes that make its return or destruction infeasible and that are consistent with the Privacy Rule.

ARTICLE 7 ELECTRONIC SECURITY STANDARDS

7.1 Definitions. When used in this Article, the following terms shall have the meanings set forth as follows:

(a) "Electronic Media" shall have the meaning given to it in 45 CFR § 160.103.

(b) "Electronic Protected Information" shall mean Protected Information received from the Plan or created, received, maintained or transmitted by WEX on behalf of the Plan that is transmitted by Electronic Media or maintained in Electronic Media.

(c) "Security Incident" shall have the meaning given to it in 45 CFR § 164.304.

7.2 Requirements. Pursuant to 45 CFR § 164.314(a)(2)(i), WEX shall:

(a) Comply with the applicable requirements of the Security Rule, including the requirement that WEX implement, maintain and document administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Information to the extent required by the Security Rule;

(b) Report (pursuant to the terms and conditions of Section 7.3) to the Privacy Official (or such other person designated for this purpose) any Security Incident of which WEX becomes aware and which occurred during the applicable reporting period;

(c) Require each of its Agents to whom WEX provides Electronic Protected Information to agree to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Information that is provided to the Agent to the extent required by the Security Rule; and

(d) Enter into a contract or other arrangement with each of its Subcontractors that create, receive, maintain or transmit Electronic Protected Information on behalf of WEX pursuant to which the Subcontractor agrees to comply with the applicable requirements of the Security Rule.

7.3 Reporting Protocols. All reports required by Section 7.2(b) shall be provided pursuant to the terms and conditions specified in this section.

(a) **Attempted Security Incidents.** Reporting for any Security Incident involving the attempted unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, an "Attempted Security Incident") shall be provided pursuant to the standard reporting protocols of WEX (as determined by WEX).

(b) **Successful Security Incident.** Reporting for any Security Incident involving the successful unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, a "Successful Security Incident") shall be provided to the Plan pursuant to the standard reporting protocols of WEX (as determined by WEX), provided that: (i) the reports shall at a minimum include the date of the incident, the parties involved (if known, including the names of Individuals affected), a description of the Successful Security Incident, a description of the Electronic Protected Information involved in the incident, and any action taken to mitigate the impact of the Successful Security Incident and/or prevent its future recurrence; and (ii) the reports shall satisfy the minimum requirements for Security Incident reporting that may be required from time to time by the Secretary. In addition, Successful Security Incidents shall be reported to the Plan as soon as administratively practicable after the occurrence of the incident taking into account the severity and nature of the incident. Notwithstanding the foregoing, the Plan may request details about one or more Successful Security Incidents, and WEX shall have thirty (30) days thereafter to furnish the requested information.

(c) **Breach of Unsecured PHI.** To the extent that a Security Incident described in this Section 7.3 also constitutes a Breach of Unsecured PHI, the provisions of this Section 7.3 shall not apply, but rather the provisions of Section 2.8 shall apply.

7.4 Mitigation. WEX agrees to mitigate, to the extent practicable, any harmful effect that is known to WEX relating to any Successful Security Incident and provide any notice and remediation that either WEX or the Plan is required to provide by any applicable law in connection with such Security Incident. Where the Security Incident involves data elements that reasonably could lead to identity theft, WEX shall provide credit monitoring or other commercially-reasonable identity theft mitigation service for the affected individuals for one year.

7.5 Access by Secretary. WEX shall make available to the Secretary WEX's internal practices, books and records (including its policies and procedures) relating to the safeguards established by WEX with respect to Electronic Protected Information for the purpose of enabling the Secretary to assess WEX and/or the Plan's compliance with the Security Rule. WEX shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by WEX, unless WEX is prevented by applicable law from doing so.

ARTICLE 8 GENERAL

8.1 Other Agreements. The Plan and WEX acknowledge and affirm that this Agreement is in no way intended to address or cover all aspects of the relationship of the Plan and WEX and of the Services that are rendered by WEX to and on behalf of the Plan. Rather, this Agreement deals only with those matters that are specifically addressed herein. Further, this Agreement supersedes any prior business associate agreements entered into by WEX and the Plan (or any predecessor to the Plan), and shall apply to all Protected Information existing as of the effective date of this Agreement or created or received thereafter while this Agreement is in effect.

8.2 Indemnification. Any indemnification relating to violations of this Agreement by WEX or the Plan (or the Sponsor on behalf of the Plan) shall be addressed to the extent applicable by the respective Services Agreement.

8.3 Severability. The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provisions (or remaining part thereof). If any part of any provision contained in this Agreement is determined by a court of competent jurisdiction, or by any administrative tribunal, to be invalid, illegal or incapable of being enforced, then the court or tribunal shall interpret such provisions in a manner so as to enforce them to the fullest extent of the law.

8.4 Interpretation. The provisions of this Agreement shall be interpreted in a manner intended to achieve compliance with HIPAA. Whenever the Agreement uses the term "including" followed by a specific item or items, or there is a passage having a similar effect, such passages of the Agreement shall be construed as if the phrase "without limitation" followed such term (or otherwise applied to such passage in a manner that avoids limitations on its breadth of application). Where the term "and/or" is used in this Agreement, the provision that includes the term shall have the meaning the provision would have if "and" replaced "and/or," but it shall also have the meaning the provision would have if "or" replaced "and/or." Any reference to a section or provision of HIPAA shall include any amendment or clarification of such section or provision contained in the HIPAA Omnibus Rule and any regulation, rule or guidance issued by the Secretary following the effective date of this Agreement.

8.5 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. The Plan shall have the right to assign this Agreement to any successor or surviving health plan, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by any such assignee.

8.6 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

8.7 Applicable Law and Disputes. The provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under HIPAA. In the event that HIPAA does not preempt state law in a particular circumstance, the laws of the State of Iowa shall govern. In the event of any conflict of state laws, the laws of the State of Iowa shall prevail. The parties agree that any claim or action arising from this Agreement can only be brought in the United States District Court for the District of Iowa, and both parties consent to such jurisdiction and venue. Any disputes between the parties arising under this Agreement shall be resolved in accordance with the dispute resolution procedures, if any, set forth in the respective Services Agreement.

8.8 State Privacy and Security Laws.

(a) **General.** Pursuant to 45 CFR § 160.203, WEX and the Plan acknowledge that HIPAA only preempts state laws which are contrary to a HIPAA standard, requirement or implementation specification, provided that state laws which relate to the privacy of Protected Information and are more stringent than the Privacy Rule are not preempted. Accordingly, the parties acknowledge that certain State Privacy Laws affecting the privacy and/or security of personally identifiable information (e.g., name, address, age, and social security number) relating to a Plan participant or beneficiary ("Privacy Restricted Data") may apply to the Services provided by WEX to the extent such State Privacy Laws are not preempted by HIPAA. For purposes of this Section 8.8, "State Privacy Laws" shall mean

any applicable state and local privacy laws governing the creation, collection, storage, maintenance, access, modification, transmission, use or disclosure of Privacy Restricted Data.

(b) State Privacy Laws. All Privacy Restricted Data created, collected, received or obtained by or on behalf of WEX in the course of performing its Services shall be created, collected, received, obtained, stored, maintained, accessed, modified, transmitted, used, and disclosed in accordance with any and all applicable State Privacy Laws. WEX shall at all times perform the Services in accordance with the State Privacy Laws and as not to cause the Sponsor or the Plan to be in violation of the State Privacy Laws. WEX shall be fully responsible for any creation, collection, receipt, access, storage, maintenance, modification, transmission, use, and disclosure of Privacy Restricted Data performed by or on behalf of WEX that is in violation of any State Privacy Laws. WEX shall remedy and mitigate the damages of any breach of privacy, security, integrity or confidentiality with respect to the unauthorized creation, collection, receipt, storage, maintenance, access, modification, transmission, use or disclosure (a "State Breach") of Privacy Restricted Data that is or may be in violation of any State Privacy Laws.

(c) Notification. WEX shall notify the Privacy Official (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(c)) of any State Breaches by or on behalf of WEX of Privacy Restricted Data that is or may be in violation of any State Privacy Laws. In addition, WEX shall also notify the affected Plan participants and beneficiaries (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(b)) of any State Breaches by or on behalf of WEX of Privacy Restricted Data that is in violation of any State Privacy Laws and any state or local governmental agencies, authorities or other entities, but only to the extent required by such State Privacy Laws.

(d) HIPAA Coordination. The parties acknowledge that in certain situations the provisions of both Section 2.8 and this Section 8.8 shall apply. If both Sections 2.8 and 8.8 apply in a given situation, WEX shall comply with both Sections 2.8 and 8.8 to the extent applicable.

8.9 Obligation of Plan and WEX. To the extent that WEX carries out the HIPAA obligations of the Plan (including the obligations set forth in Section 2.8 and Article 3), WEX shall comply with the applicable requirements of HIPAA as they apply to the Plan in the performance of such obligations on behalf of the Plan.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Paul Kockler

DATE: June 2, 2021

SUBJECT: **FY22-24 Group Long-Term Disability Insurance Renewal**

Attached is the City's FY22-24 group Long-Term Disability (LTD) renewal letter from National Insurance Services, the coordinating carrier for this employee benefit that is administered by Madison National Life Insurance Company, Inc. There are no changes to the coverage under the group LTD coverage or the City's LTD rate from the current agreement. The LTD rate will remain \$.315 per \$100 of covered payroll and will be effective through June 30, 2024. Refer to the attached LTD renewal letter dated March 2021 for details.

If you have questions regarding the attached, please contact me at 268-5101, Toni Babcock at 268-5531, or Jennifer Rodenbeck at 268-5108.

Attachment



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

ADMINISTRATION DIVISION

TO: Mayor Green and City Council Members
FROM: Toni Babcock, Human Resources Manager
DATE: June 3, 2021
SUBJECT: Racial Equity Task Force Facilitator Proposal

During the initial meetings of the Racial Equity Task Force (RETF) it was made evident that engaging a facilitator would assist the RETF in meeting its goals and charge as outlined in the Mayor's memo on February 23, 2021. The RETF reached out to Iowa State University Extension, whose specialists have facilitated previous City Council goal setting sessions. Aimee Viniard-Weideman (a previous facilitator) and Omar Padilla, Leadership and Community Development Specialists with Iowa State University Extension, held several meetings with RETF members, city staff and elected officials to best understand the needs, vision and goal of the task force and to determine if they were a good fit. The Task Force Executive Committee determined that in order to make meaningful recommendations to the Mayor and City Council in the pre-determined timeline, it was in their best interest to move forward with these facilitators.

Attached is a proposal for services from Iowa State University Extension. As part of this proposal, they have outlined their approach and facilitation services. You will also note the fee is based on a per session schedule, plus an initial survey and final report, which are not to exceed a total of \$15,000.

After your review and approval of the proposal, the Task Force Executive Committee will engage in a formal contract with Iowa State University Extension, with the intent that their work will begin with them at the next Racial Equity Task Force meeting on Wednesday, June 9, 2021. If you have any questions regarding the contract, please feel free to contact me, Jennifer Rodenbeck, or Ron Gaines.

City of Cedar Falls

Racial Equity Task Force

Proposal for Facilitation Services

June 3, 2021

Submitted by

Aimee Viniard-Weideman and Omar Padilla
Leadership and Community Development Specialists
Iowa State University Extension

Background

In February 2021, Mayor Green issued a memorandum to create a Task Force to provide guidance and recommendations to the City of Cedar Falls to address long-term challenges of racial equity in the city.

The following was outlined in a February 23, 2021 memo from the Mayor to the City Administrator and in the materials shared with Task Force members:

Task Force Charge

- The Task Force will use the 24/7 Wall Street report and similar resources as a foundation to build a common understanding of the challenges of diversity and racial equity in Cedar Falls.
- The Task Force shall identify problems, concerns, and reasons the community currently ranks as one of the worst places for Black Americans to live, in order to provide remedial guidance and change recommendations for laws and policies under the City's jurisdiction.

Task Force Deliverables

The Task Force shall provide, no later than October 1, 2021, a final report to the Mayor and City Council that identifies specific problems and shortfalls.

In this report, the Task Force shall also make formal recommendations for follow-on action, including policy and procedure change recommendations, and identification of ongoing efforts and resourcing needed to promote an inclusive and diverse community and to eliminate both real and perceived racial inequity in Cedar Falls.

Schedule

Starting on April 28, 2021 the CFRETF plans to meet on the 2nd and 4th Wed of each month from 4 PM – 5:30 PM. These meetings are currently scheduled virtually via Zoom.

Summary of Opportunity

After the Cedar Falls Racial Equity Task Force held its initial meetings, members of the Task Force contacted Iowa State University Extension to discuss how facilitation could support the Task Force in achieving its goals.

Aimee Viniard-Weideman and Omar Padilla, Leadership and Community Development Specialists with Iowa State University Extension, met with the Task Force Executive Committee, the Mayor and city staff to review the Task Force charge and initial Task Force discussions, including:

- potential areas of focus identified by the Task Force Executive Committee: healthcare, public safety, transportation, business/employment, housing and education
- the need to review existing data, policies and practices in order to make informed recommendations
- the need to actively engage community members in on-going discussions about equity and inclusion in Cedar Falls
- the complexity of the topic and the need to make informed and actionable recommendations
- the desire for the work of this Task Force to provide a foundation for ongoing sustainable change that will include future initiatives, committees or other Task Forces

Following these discussions, the Task Force Executive Committee identified that it would be beneficial to seek outside facilitators to assist the Task Force in focusing the scope of their work in order to make meaningful recommendations to the Mayor and City Council by October 1, 2021.

About Facilitation Services from Iowa State University Extension

Our facilitation team designs and facilitates planning and public engagement processes for local governments, nonprofits, businesses and community members to work together to innovate, collaborate and create positive community change.

We primarily employ the Technology of Participation (ToP) group facilitation methods developed by the Institute of Cultural Affairs and used worldwide for over 50 years in communities, organizations and businesses.

These highly participatory, inclusive and engaging methods are designed to maximize the collective capacity of groups by building shared focus and understanding, establishing consensus, and developing creative, thoughtful solutions with a strong commitment to follow-through.

We work with national, state and local groups using both virtual and in-person methods that support safe distancing guidelines while keeping participants actively engaged in the process.

Proposal for Facilitation Services

Given the complexity of the Task Force charge and the timeline for the report, we recommend that the initial work of the Task Force is to further refine the scope and focus of the charge.

GOAL

Design and facilitate a process for the Task Force members to come to consensus on the:

- focus and scope of their planning
- questions to be collectively explored by the Task Force
- process for decision-making
- shared vision for the final product
- determine process for completing planning, including facilitation services

PROCESS

Survey: Gather Individual Input from Task Force Members prior to the work sessions

1. Send survey to all Task Force Members asking for individual ideas
2. Summarize responses for review by the Task Force

Facilitate: Task Force Work Sessions

For the Task Force members to come to consensus on what is in-scope and out-of-scope for this Task Force to accomplish during the given timeframe. The Task Force will address the following questions:

What is the subject or topic to be explored during the planning?

What final product is needed?

What decisions must be made during the planning?

What is the context for the recommendations? (budget timelines, meeting schedules, City decision-making processes, etc.)

Who are the stakeholders who will be impacted by the recommendations?

What is the Focus Question for the Task Force planning?

- The focus question concentrates the attention of a group on a critical issue (s) while allowing creative responses.
- There needs to be general agreement about the focus question before beginning the actual planning process.

What is the preferred process for accomplishing this goal by October 2021? Including facilitation needs?

Submit: Final Report

The final report will clearly outline the final decisions on the focus question, the criteria for the final product, the process for decisions-making within the Task Force, and next steps for the Task Force.

Scope of Work

	ISU Responsibilities	Client Responsibilities	Deliverables
Planning and Design	<ul style="list-style-type: none"> ▪ Complete initial assessment ▪ Confirm facilitation goals and focus questions ▪ Identify appropriate processes for facilitated events ▪ Draft agenda for client review ▪ Confirm logistics: virtual or in-person platforms, set-up, meeting communication etc. 	<ul style="list-style-type: none"> ▪ Provide relevant background information and documents ▪ Gather desired and appropriate planning team and coordinate planning logistics ▪ Coordinate event scheduling 	<ul style="list-style-type: none"> ▪ Event process plans and technical requirements
Workspace Setup Virtual and/or In-Person	<ul style="list-style-type: none"> ▪ Create any customized materials, visuals, documents needed to facilitate the event ▪ Layout and set-up virtual and/or physical meeting workspace ▪ Communicate with technical support personnel as needed 	<ul style="list-style-type: none"> ▪ Ensure participants have access to appropriate virtual communication and collaboration tools and/or physical workspace access 	<ul style="list-style-type: none"> ▪ Meeting visuals ▪ Virtual and/or in-person workspace
Meeting Facilitation	<ul style="list-style-type: none"> ▪ Deliver facilitated process ▪ Arrange for documentation of participants insights and decisions 	<ul style="list-style-type: none"> ▪ Day-of responsibilities as determined in planning 	<ul style="list-style-type: none"> ▪ Facilitated event(s) ▪ Draft documentation for each event
Documentation and Follow-up	<ul style="list-style-type: none"> ▪ Post-event debrief with client 	<ul style="list-style-type: none"> ▪ Post-event debrief meeting 	<ul style="list-style-type: none"> ▪ Finalized documentation

	<ul style="list-style-type: none"> ▪ Create and submit final written report ▪ Follow-up via phone or email as needed to confirm closure and/or review steps 	<ul style="list-style-type: none"> ▪ Complete post-event survey online if requested 	
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Pricing

Task Force Survey and Summary	\$750
90 minute work sessions; including process design, materials, facilitation, documentation and travel expenses	\$1,000/per session
Final Report	\$500

Any additional work performed by the Facilitation Services team will be negotiated and billed at a rate to be mutually agreed upon in advance.

Not to exceed \$15,000



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: Mayor Robert M. Green and City Council
FROM: Kim Manning *km*
DATE: May 27, 2021
SUBJECT: COMMUNITY BETTERMENT GRANT AGREEMENTS FOR FY22

Mayor and Council, please approve and sign the attached agreements for FY22 Community Betterment Grants.

Organization	Project	Amount
Cedar Falls Community Theatre	Meeting Room Enhancements	\$1,000
Cedar Falls Historical Society	Victorian Home Sign	\$900
College Hill Partnership	Farmers Market Banners	\$600
UNI Gallagher Bluedorn Performing Arts Center	Sound Equipment for Showmobile	\$5,184
Veterans of Foreign Wars	Gold Star Families Monument	\$5,000
Waterloo-Cedar Falls Symphony	Educational Programming for Youth	\$2,000
Hearst Center <i>Since the Hearst Center is a city agency, no agreement is needed.</i>	Hearst In Your Neighborhood	\$1,000
Total		\$15,684

I will be happy to return a copy of the signed agreements to each of the agencies.

Thank you.

Cc: Stephanie Houk Sheetz

FY2022 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
CEDAR FALLS COMMUNITY THEATRE**

THIS AGREEMENT is entered into as of this 20th day of May, 2020, by and between the Cedar Falls Community Theatre (hereinafter "CFCT"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CFCT is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CFCT has proposed to the City enhancements to the Deery Room whereby CFCT will use City funds to enhance and outfit the third floor meeting and reception facility with a large screen, digital projector, computer, darkening curtains/shades and wiring to make it a useful meeting space, in order to benefit the City of Cedar Falls; and

WHEREAS, CFCT's project is explained in CFCT's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CFCT and the City; and

WHEREAS, the CFCT and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CFCT affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CFCT shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CFCT has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, CFCT shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFCF by the City, the CFCT shall use the funds to enhance and outfit the third floor for meeting space. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFCF agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$1,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFCT shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFCT's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFCT to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** CFCT agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFCT does not use funds for the intended purpose(s) or in the event CFCT does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2022.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CFCF from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Community Theatre Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CFCT and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CFCT agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFCT's performance, or the performance of CFCT's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFCT.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CFCT's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

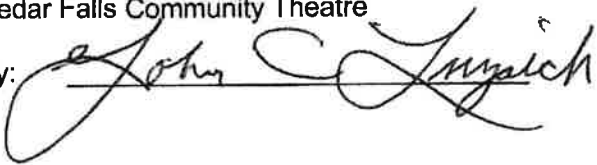
Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2021 through and including June 30, 2022.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Community Theatre

By: 

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2022 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
CEDAR FALLS HISTORICAL SOCIETY**

THIS AGREEMENT is entered into as of this ____ day of _____, 2020, by and between the Cedar Falls Historical Society (hereinafter "CFHS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CFHS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CFHS has proposed to the City its signage project whereby CFHS will use City funds to replace the front panel of the sign at the corner of the Victorian House Museum, in order to benefit the City of Cedar Falls; and

WHEREAS, CFHS's project is explained in CFHS's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CFHS and the City; and

WHEREAS, the CFHS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CFHS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CFHS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CFHS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, CFHS shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFHS by the City, the CFHS shall use the funds to replace the front panel of the sign at the corner of the Victorian House Museum. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFHS agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$900.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFHS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFHS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFHS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** CFHS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFHS does not use funds for the intended purpose(s) or in the event CFHS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2022.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CFHS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Historical Society Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CFHS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CFHS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFHS's performance, or the performance of CFHS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFHS.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CFHS's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2021 through and including June 30, 2022.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Historical Society

By: Corrie Elderts

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2022 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this 19 day of May, 2021, by and between the College Hill Partnership (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CHP is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CHP has proposed to the City its Farmers Market marketing and signage project whereby CHP will use City funds to purchase and install signs and promote the College Hill Farmers Market, in order to benefit the City of Cedar Falls; and

WHEREAS, CHP's project is explained in CHP's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CHP and the City; and

WHEREAS, the CHP and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, CHP shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall use the funds to purchase and install signage and market the College Hill Farmers Market. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CHP agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$600.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CHP to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** CHP agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2022.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the CHP from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CHP and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2021 through and including June 30, 2022.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

College Hill Partnership

By: KE Sogard

City of Cedar Falls, Iowa

By: Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2022 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
UNIVERSITY OF NORTHERN IOWA – GALLAGHER BLUEDORN**

THIS AGREEMENT is entered into as of this _____ day of _____, 2021, by and between the University of Northern Iowa – Gallagher Bluedorn (hereinafter "GBPAC"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the GBPAC is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the GBPAC has proposed to the City its *Showmobile* Traveling Outdoor Stage Sound System project whereby GBPAC will use City funds to purchase sound equipment for its *Showmobile* to host pop up concerts, in order to benefit the City of Cedar Falls; and

WHEREAS, GBPAC's project is explained in GBPAC's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the GBPAC and the City; and

WHEREAS, the GBPAC and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status**. The GBPAC affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The GBPAC shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement**. The GBPAC has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation**. Prior to receiving funding, GBPAC shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to GBPAC by the City, the GBPAC shall use the funds to purchase sound equipment for its *Showmobile* to host pop up concerts. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The GBPAC agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,184.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The GBPAC shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining GBPAC's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by GBPAC to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** GBPAC agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event GBPAC does not use funds for the intended purpose(s) or in the event GBPAC does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2022.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the GBPAC from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Gallagher Bluedorn Performing Arts Center Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** GBPAC and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The GBPAC agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to GBPAC's performance, or the performance of GBPAC's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of GBPAC.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of GBPAC's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2021 through and including June 30, 2022.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

University of Northern Iowa – Gallagher-Bluedorn

By: **Tolif R. Hunt** Digitally signed by Tolif R. Hunt
Date: 2021.05.17 14:28:53
-05'00'

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FEB 16 9 2024

FY2022 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
ROBERT J HIBBS CEDAR FALLS VFW POST 3896 GOLD STAR FAMILY MEMORIAL**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the Robert J Hibbs Cedar Falls VFW Post 3896 (hereinafter "VFW"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the VFW is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the VFW has proposed to the City its Veterans Park Gold Star Family Memorial Monument whereby CFHS will use City funds to help purchase and install the monument in Veterans Park, in order to benefit the City of Cedar Falls; and

WHEREAS, VFW's project is explained in VFW's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the VFW and the City; and

WHEREAS, the VFW and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The VFW affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The VFW shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The VFW has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, VFW shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to VFW by the City, the VFW shall use the funds to help purchase and install a Gold Star Family Memorial Monument in Veterans Park. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The VFW agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The VFW shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining VFW's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by VFW to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** VFW agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event VFW does not use funds for the intended purpose(s) or in the event VFW does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2022.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not

prohibit the VFW from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Robert J Hibbs Cedar Falls VFW Post 3896 Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** VFW and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The VFW agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to VFW's performance, or the performance of VFW's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of VFW.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of VFW's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2021 through and including June 30, 2022.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Robert J Hibbs Cedar Falls VFW Post 3896

By: Robert J Hibbs, R.M.

City of Cedar Falls, Iowa

By: Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2022 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
WATERLOO-CEDAR FALLS SYMPHONY**

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the Waterloo-Cedar Falls Symphony (hereinafter "WCFS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the WCFS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the WCFS has proposed to the City its Online Classroom Video Library and 2022 Youth Concerts project whereby WCFS will use City funds to produce videos and youth concerts, in order to benefit the City of Cedar Falls; and

WHEREAS, WCFS's project is explained in WCFS's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the WCFS and the City; and

WHEREAS, the WCFS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The WCFS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The WCFS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The WCFS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, WCFS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to WCFS by the City, the WCFS shall use the funds to produce videos and youth concerts. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The WCFS agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The WCFS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining WCFS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by WCFS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** WCFS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event WCFS does not use funds for the intended purpose(s) or in the event WCFS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2022.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the WCFS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Waterloo-Cedar Falls Symphony Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** WCFS and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2017), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2017).

14. **Legal Expenses.** The WCFS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to WCFS's performance, or the performance of WCFS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of WCFS.

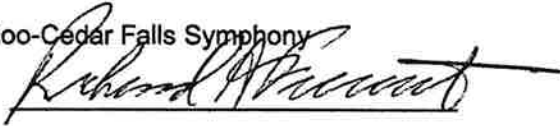
15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of WCFS's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2021 through and including June 30, 2022.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Waterloo-Cedar Falls Symphony
By: 

City of Cedar Falls, Iowa
By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
www.cedarfalls.com

MEMORANDUM
Administration Division

TO: Mayor Green and City Council

FROM: Stephanie Houk Sheetz, Director of Community Development
 J.J. Lillibridge, Recreation & Community Programs Manager

DATE: June 3, 2021

SUBJECT: Contract with ePRepSolutions for a Comprehensive Financial Analysis of Recreation & Community Programs

Recreation & Community Programs Division sought proposals and quotes on consultant services for an analytical evaluation that would lead to the identification of the true cost of doing business and all costs (direct and indirect) associated to each individual membership, facility, and service. A Request for Proposals was posted on the City website on April 22, 2021 with proposals and quotes due by May 15th. The RFP was also sent directly to 3 consultants.

One response was received. The proposer is qualified and has experience completing this work with communities such as Carbon Valley Park District-CO, Boulder-CO, Lawrence-KS, Kent-WA. The proposed fee for this scope of work is \$3,350. The City would be providing ePRepSolutions with data on programs and memberships, including financial data. The contractor will evaluate the information and provide detailed breakdowns by service area.

Staff recommends approving the contract with ePrep Solutions, noting the Risk Management Committee approved waiving the \$3M Umbrella requirement, to allow a \$1M Umbrella, due to the nature of the work. All other required insurance endorsements will be provided. The contractor is working with their insurance company to obtain them. Staff is seeking approval of the contract in order to proceed with services as soon as all insurance requirements are provided. The cost for this service will be covered within Recreation & Community Programs FY21 budget for Professional Services.

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

This Agreement is by and between ePRep Solutions (“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: Umbrella reduced to \$1 million Stephanie Houk Sheetz, Director of Community Development (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Contractor:

Name: JJ Lillibridge

Name: Matthew J Hickey

Title: Recreation & Community Programs Manager

Title: Founder & Managing Partner

Address: 110 E. 13th St.

Address: PO Box 1032

Cedar Falls, IA 50613

Boulder, Colorado 80306

Telephone: (319) 273-8636

Telephone: (720) 635-2571

Email: James.Lillibridge@cedarfalls.com

Email: matt.hickey@epresolutions.net

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

ePRep Solutions _____

By: Matthew J Hickey _____

Its: Founder & Managing Partner _____

Date: 6/3/2021 _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Date: _____

Jacqueline Danielsen, MMC, City Clerk



**City of Cedar Falls, Iowa
Recreation Division
“Comprehensive Financial Analysis”
Proposal**



ePRepSolutions, LLC.
PO BOX 1032 Boulder, CO 80306
720-635-2571
matt.hickey@eprepsolutions.net



May 3rd, 2021

JJ Lillibridge
Recreation & Community Programs Manager
City of Cedar Falls Department of Community Development
110 E 13th Street
Cedar Falls, Iowa 50613
319-268-5528

Dear JJ,

ePrepSolutions, LLC is pleased to submit a proposal for consultation in **Pricing and Subsidy Strategy (PASS™)** services to the City of Cedar Falls Recreation & Community Programs Department. You will find the proposed process in response to the memorandum dated April 22nd, 2021 and titled "Comprehensive Financial Analysis".

ePrepSolutions, LLC has developed the first fiscal management process specific to the parks and recreation industry and the City of Cedar Falls will be the beneficiary of this invaluable financial analysis process. Critical to the logical development of a Cost Recovery Model, Master Plan and/or Service Sustainability is the implementation of PASS™, an analytical process which leads to the identification of the true cost of doing business and all costs (direct and indirect) associated with the provision of each individual program, event, facility, park, etc., to the community. This comprehensive financial analysis results in relevant reports the agency can use to articulate and illustrate the costs associated with providing each recreation and park service to the community, as well as total subsidy allocation by individual service. This can be incredibly useful when communicating real financial position of services to city leadership including boards, councils, and commissions.

ePrepSolutions, LLC staff consists of experienced parks and recreation professionals with over 30 plus years in the industry. Specific to your project, the ePrepSolutions staff has a deep background and understanding of finding the true cost of doing business. The City of Cedar Falls Team will consist of Matthew Hickey, M.S.M. as Project Manager.

Again, we are pleased to propose this process to the City of Cedar Falls. We expect this collaboration to be innovative, exciting, and boundless!

In the event you have any questions as you assess the quality and relevance of the submitted proposal, please email matt.hickey@eprepsolutions.net or call 720.635.2571. We look forward to the potential opportunity to work with the City of Cedar Falls.

Respectfully,

Matthew Hickey, M.S.M.
Founder and Managing Member

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I. SCOPE OF SERVICE – Consultation Services

Phase I - Organizational Data and Information Collection

Phase 1 will consist of one (1) or multiple years of historical data and information collection. Below is a breakdown of the data collection process (See Appendix A for further information):

- **Facility and Membership Data:**

- City of Cedar Falls staff (w/ ePrepSolutions staff assistance) responsible for gathering and compiling all Facility and Membership data using the client's recreation software.
- Service areas staff (Facility Managers and Supervisors) responsible for **approving** this data.
- Projected six (6) weeks with availability and access to staff.

- **Expense Data:**

- Finance staff responsible for gathering latest financial data as **related to the services that are to be analyzed**.
- ePrepSolutions staff will then work with the Finance staff to ensure data "matches" the Facility and Membership data.
- Simultaneously – Projected three (3) weeks with availability and access to Finance staff.

- **Appendix A:**

- Attached is a comprehensive and detailed **Data and Information Request List** to help guide collection and submittal. **See Appendix A for list of information needed**. The data will be compiled using formatted Microsoft Excel® spreadsheets provided by ePrepSolutions that will be imported into PASS™.

Phase 1 Requirements:

- Active participation from service areas and Finance staff
- **City of Cedar Falls Finance staff** gathers initial financial data
- **City of Cedar Falls staff** gathers (w/ePrepSolutions staff assistance) facility, course and memberships data and approves final data set

Scheduling considerations:

- Approximately six weeks for completion



Phase II – PASS™ Tool Build

After all required data and information has been approved by the organization and submitted to ePrepSolutions staff, the process of building PASS™ can begin. While building PASS™ based upon the Department's information and data, ePrepSolutions staff will remain in regular contact with the Department's Project Lead to share development updates, to gain clarification as necessary, and to gather further relevant information. These interactions will be conducted via email and/or phone, and phone conferencing can be scheduled when deemed appropriate. No On-site meetings are needed during Phase 2.

Phase 2 Requirements:

- City of Cedar Falls staff links their current Service Categories to all services in the Excel Import
- Intermittent availability of service areas and Finance staff

Scheduling considerations:

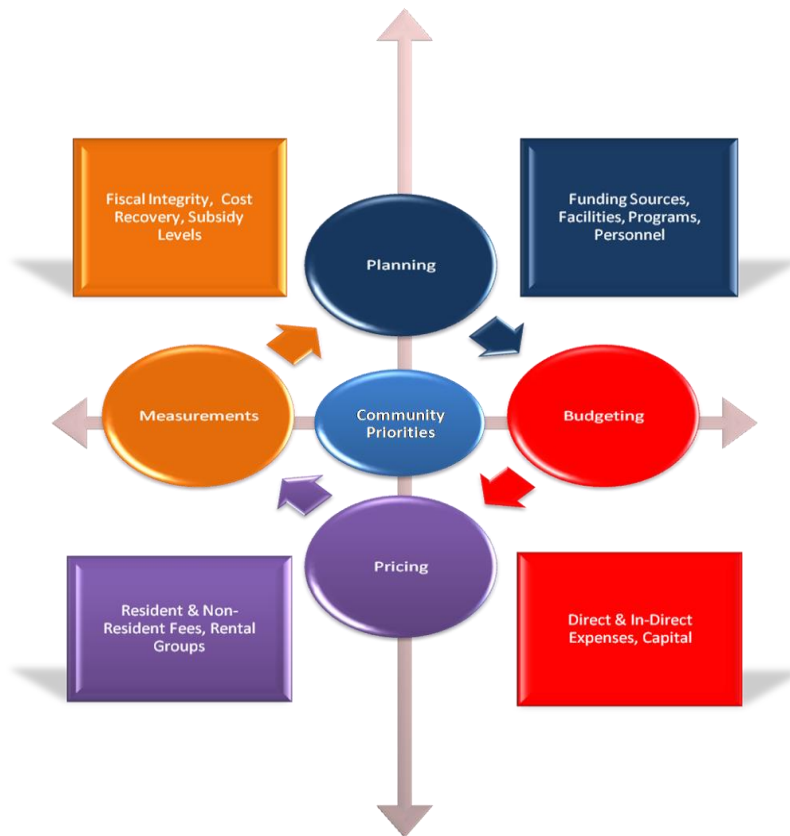
- Starting from submittal of all required data and information; approximately two weeks for completion

II. PASS™ Process Tool – Pricing and Subsidy Strategy

The PASS™ planning and fiscal management process uses the community’s service objectives and organization’s operational budgets along with preferred cost recovery and subsidy levels to determine the required fees for rentals, courses, and memberships. Within the PASS™ process tool, there are philosophical decisions to be made inside each module. These management level decisions reflect the organization’s preferred pricing, cost recovery and subsidy strategies.

Pricing and Subsidy Strategy (PASS™) Process Overview

The PASS™ fiscal planning and management process considers the following when calculating data:



(This illustration represents the systematic approach PASS™ follows in aiding organizations in pursuit of a financially sustainable future.)



III. Deliverables

During the process, ePRepSolutions, LLC will follow the Scope of Work as presented in this proposal. The Scope of Work will result in the following services and deliverables provided to the **City of Cedar Falls**.

- Identification and setup (Excel® spreadsheets) of 2018 & 2019 **Facility and Membership** parks & recreation services for this analysis with supporting data (expenses, breakdown of facilities, breakdown of memberships). Including but not limited to:
 - Analysis of Fiscal Year 2018 & 2019 financial, facility and membership data.
 - Suggested Service category organization.
 - Calculating indirect costs.
 - Reallocating indirect costs back into: facilities, programs, and memberships.
 - Detailed breakdown of costs including direct and indirect per service area.
 - Snapshot of current cost recovery/subsidy per service area
- Complete setup of data within the PASS™ Tool.
- **Comprehensive analysis** of all memberships and facilities actual cost of operation w/ direct and indirect breakdown.
- **Over 30 reports detailing the cost, the fee at cost recovery, and subsidy of all services analyzed in Excel format**
- If desired, ePRepSolutions staff will attend Board, Council, or public meetings to further explain the PASS™ process via Zoom or web conferencing. * A minimum of two-week notice is needed.

IV. Fees

Proposal 1 - Scope Work & Deliverable Reports for Facility & Membership Analysis \$3,350.00

Proposal 2 - Scope Work & Deliverable Reports for Facility, Programs & Membership Analysis\$8,500.00

Note1: The Proposal 1 pricing of this proposal includes all ePRepSolutions staff time needed to complete the scope of this project for importing and assisting staff.

Note2: All prices are based on a firm-fixed fee rate. In the event additional services outside of the proposed Scope of Work are requested, these services will be billed at \$100 per hour.

Note3: Pricing is for consulting services and emailed reports. There is no purchase of software. The reports will be in both PDF and XML format.

V. Proposed Timeline (Proposal 1 only)

Proposed Timeline 2021	May	July	September	November
Phase I - Organizational Data and Information Collection – Six (6) weeks	Phase I			
Phase II – PASS™ Analytical Tool Build – Two (2) weeks		Phase II		
Deliverables		Sent		

VI. Firm Overview

ePrepSolutions, LLC is an innovative company whose express purpose is to develop and implement integrative systems designed to advance governmental and non-profit fiscal management capacity and accountability. ePrepSolutions, LLC is a Coppel, Colorado-based company founded in 2009 by experts in the parks and recreation field who identified the need for a more disciplined approach to cost recovery.

ePrepSolutions, LLC - Values

- **Professional Integrity** - Relationships based upon trust and candor
- **Exceeding Expectations** - Setting a new customer service standard
- **Innovation** - Staying ahead of the curve
- **Relevance** - Valid to today’s conditions

ePrepSolutions, LLC - Vision

Leading the way towards financial accountability....INFUSE PHILOSOPHY ABOUT CHANGING THE INDUSTRY

ePrepSolutions, LLC - Mission

ePrepSolutions, LLC, will provide public and non-profit agencies with innovative and relevant fiscal management tools and support services, developed based upon contemporary qualitative and quantitative indicators, with the intention of grounding organizations in sound fiscal accountability and responsibility.



VII. Qualifications:

ePrepSolutions, LLC identified the urgent need to help municipal parks and recreation entities across the country make logical and defensible management decisions. Given economic and social realities, cities across the country are grappling with budget problems brought on by a nationwide financial crisis and recession, and ever-changing social circumstances that led many to believe that the systems of yesterday are antiquated and ill-equipped to adapt to the community needs of today. As a result, many municipal parks and recreation agencies are experiencing unprecedented budget reductions in the midst of heightened community expectations. Regardless of governments' financial challenges, citizen interest has not diminished relative to quality of life services. The belief is that municipal parks and recreation, libraries and others that contribute to or enhance the human condition should be sustained or expanded to meet the needs and desires of increasingly diverse populations. Regardless, many organizations have had to make difficult decisions due to budget reductions including eliminating recreation programs, "mothballing" parks, or permanently divesting of long-held assets. It is incumbent upon these entities to develop and adopt cost recovery and subsidy allocation philosophies that align with the values of the communities they serve. This should be done while adhering to staunch fiscal management guidelines that lead to enhanced financial accountability and a greater sense of responsibility to resident taxpayers.

ePrepSolutions' first product, the **Pricing and Subsidy Strategy process (PASS™)**, was developed in response to significant budget reductions, the all-too-common practice of arbitrary pricing, and an interest in determining the "true costs of doing business". Commonly, many municipal organizations consider only direct costs as part of their pricing or fee development equations and have little idea what the indirect costs are of each service. Additionally, many do not know how to incorporate these costs into their service pricing or fee development. This is contrary to the private sector's philosophy of determining and accounting for all costs as part of product development and pricing formulas.

PASS™ is, in essence, technical tool designed to account for all costs for each individual service provided by an agency. Its outputs result in accurate pricing (fees) based upon real costs and a pre-determined cost recovery or subsidy allocation goal. It integrates all direct and indirect costs from existing fiscal management programs.



VIII. Key Personnel

Matthew J. Hickey, M.S.M., - Project Manager

Founder and Managing Member

Matthew has more than 30 years of functional and operational experience in the parks and recreation industry. In addition to his role as Managing Member for ePrepSolutions, LLC, Matthew has been the Recreation Computer Systems Manager for the City of Boulder Parks and Recreation Department in Boulder, Colorado for the past eight years. This position included the operational management and overall co-management of CLASS®, a proprietary recreation software system (membership, facility booking, registration, etc...). Matthew's duties include maintenance of the overall operational structure of the system, analysis of data and reporting, administrator of system related projects, cross-coordination of the system within the Department as well as city-wide, and researching future operational improvement methods and management options. It was in the role of Recreation Computer Systems Manager that Matthew gained the experience and knowledge to create the Pricing and Subsidy Strategy (PASS™) process tool.



Prior to this role, Matthew was a facility manager of the newest and largest recreation facility in the City of Boulder Parks and Recreation system, the North Boulder Recreation Center, and spent four years in this position. He has worked in other notable positions such as Operations Director for the Colorado Athletics Clubs, a for-profit fitness facility; the Recreation Coordinator and Front Desk Manager for the Town of Avon Parks and Recreation Department in Avon, Colorado; and as Front Desk Manager and Intern for the City of Boulder Parks and Recreation Department. While working full-time at the Colorado Athletic Club, Matthew obtained a Masters in Sports Management from the University of Denver in Denver, Colorado. During Matthew's second year in the program he was asked to be a guest lecturer for first year graduate students in the Sports Management emphasis covering the topic of recreation facility design and completion.

Matthew's expertise is in analysis of financial, facility and program management data and interpretation. Other areas that Matthew has excelled in are municipal and private facility management and municipal program coordination; understanding and experience in the design and function of parks and recreational facilities and programs; extensive knowledge and application of computer-based recreation registration and Point-of-Sale software, and advanced computer office software systems and applications.

Appendix A –

Important Terms:

The effectiveness of the PASS™ software stems from the user’s ability to influence, with careful thought, the range of outputs (fees, projected revenues, subsidies, reports) originating from the software. This is accomplished through the following five areas; 1) Service Areas, 2) Service Categories, 3) Management Decisions, 4) Scenarios and 5) Cost vs. Fee. Each is defined below:

- **Service Area:** defined as “a facility (e.g. recreation center), a course or activity area (e.g. Aquatics or Sports), a membership group (e.g. outdoor pool or recreation center passes), and/or POS items (e.g. Golf Pro Shop items) provided by the organization”. There are 1) Expense Service Areas (these match to the following), 2) Facility Service Areas, 3) Brochure Service Areas, 4) Pass Service Areas (does not need to have a match, optional), and 5) POS Service Areas (Point of Sale, optional).
- **Service Categories:** defined as “a predetermined grouping of services with a revenue/subsidy level identified for each Service Area offered by the organization”. For example, Skill-based Beginner, Intermediate or Advance for a grouping of courses.
- **Management Decisions:** defined as “a data point allowing the organization to predetermine an adjustable variable that affects the fee of Service Areas.” For example, the Service Category of Skill-based Beginner is given a cost recovery level of 65%.
- **Scenarios:** defined as “a collection of Management Decisions set in time with the given purpose of allowing for specific reporting to Service Area cost analysis”.
- **Expense or Cost vs. Fee:** Expense or Cost is defined as the “expense to offer the service” whereas the Fee is defined as the “price advertised to the public” for the service. Similarly, Expenses or Costs are the incurred expenses by your department and Fees are what you charge the user.
- **Direct Expense: Examples** - Program/league/ instructors, referees/umpires, lifeguards, materials and supplies, facility use; Facility seasonal staffing, utilities, custodial, maintenance.
- **Indirect Expense: Examples** – Standard Program/Facility staffing, marketing and promotion, HR, IT, Finance, Superintendent, Director.

PASS™ Data Collection Process

Overview:

The PASS™ software analyzes **historical** operational data compiled from a variety of sources. These include but are not limited to: financial and/or budgetary software, recreation software and spreadsheets. The historical data that your organization compiles for the analysis will be imported into PASS™ via Microsoft Excel® formatted spreadsheets.

1. Expense Module - General Ledger Data Import

The Expense Module data import information consists of all General Ledger Account¹ information for a specific budget year. The import is designed to show Service Area direct and indirect expenses.

2. Facility Module - Facility Data Import

The Facility Module data import necessitates that all facilities that are used for bookings, whether by internal or external users, and are a part of the overall budgeting of the organization, are incorporated into the import.

3. Course Module - Course Data Import

The Course Module data import should contain all previous year Brochure Service Area² activity and course data, including current fees. In addition, ePRepSolutions' staff will work with the client to identify Service Category³ classification of each Brochure Service Area and if necessary, sub-Program Areas.

4. Membership Module - Membership Data Import

The Membership Module data import should contain all previous year membership pass and daily drop-in data, including fees.

5. POS Module – POS Data Import (Optional – not included in this Scope of Work)

The POS Module data import should contain all previous year POS item data, including fees.

¹ Defines the type of expense category, of a posted amount of budget. Each G/L account represents one item in the entire Chart of Accounts.

² Defined as a grouping of specific activities, courses and events.

³ Predetermined revenue/subsidy level for each Service offered by the client.

Data and Information Request List

PASS™ is designed to accept Microsoft® Excel data. You will be asked to submit data to ePRepSolutions in a Microsoft Excel® format with the “Column Headings” as shown below (example). This data is imported directly into PASS™. ePRepSolutions staff will work with the client to ensure that the data is complete and accurate.

All data requested by ePRepSolutions that will be imported into the PASS™ software should be formatted to have the column headings go from left to right with all data populating the rows. See example below:

Microsoft® Excel Spreadsheet

	A	B	C	D	E	
<i>Column Heading</i>	1	Fiscal Year	Expense Category	Expense Service Group	Expense Service Area	Amount
<i>Data</i>	2	2015	Recreation	Recreation Program	Aquatics	\$456,111,.25
<i>Data</i>	3	2015	Parks	Park Facility	Community Park	\$1,546,238.12
<i>Data</i>	4	2015	Administration	Administration	General	\$877,562.25

Data Import Requirements:

- Expense Module – See Page 14
- Facility (Rental) Module – See Page 15
- Course Module – See Page 18 (Not applicable for this proposal)
- Membership Module – See Page 20

Expense Module – Expense Data Import

The Expense Module allows for accurate accountability of all organizational costs. This Module allocates the organizations’ overall budget to cost centers⁴ such as administration, facility, service areas, or other determined cost centers. All costs are categorized as direct or indirect. Once the Expense Module is completed, all established costs are then automatically applied to subsequent software modules. NOTE – it is critical that any and all “(Expense) Service Areas” have a correlating Facility, Brochure, and POS Service Area that matches exactly. For example, if there is an (Expense) Service Area called “Aquatics”, then there must be a Brochure Service Area called “Aquatics”. The Pass Service Areas will be imported with all other Service Areas but have an amount of \$0.00. Additionally, all “Administration” areas will be imported at an amount of \$0.00 even if there is not a specific Service Area attached to it. ePrepSolutions staff will compile approximately 80% of the expense data with the remaining compilation work done in junction with client staff. ePrepSolutions will work closely with you to ensure the setup is complete.

The data columns for the Expense Module are as follows:

Who	Column	Example	Format
Organization Staff	Client	City of XXXXX	Text
Organization Staff	Fiscal Year	2015	Number
Organization Staff	Expense Service Area Group	Recreation Facilities, Park Programs, Recreation Facilities	Text
Organization Staff	Service Type	(= Module) Facility, Course, Membership, POS	Text
Organization Staff	Service Area	Aquatics, Dance, Rec Center	Text
Organization Staff	Expense Type	Direct, Indirect	Text
Organization Staff	Amount	\$126,681.21	Currency

- Expense Service Area Group(s)** will be one or any of the following: Admin Park Facility, Admin Park POS Facility, Admin Park POS Program, Admin Park Program, Admin Parks, Admin Parks & Rec, Admin Rec, Admin Rec Facility, Admin Rec POS Facility, Admin Rec POS Program, Admin Rec Program, Parks Facilities, Recreation Facilities, Recreation Memberships, Recreation Programs, Park POS, Recreation POS.

⁴ A defined area or person to whom direct and indirect expenses are allocated.

Facility Module - Facility Data Import

The Facility Module analyzes previous year facility and expense numbers (data import information), allows for multiple Management Decisions, and based on these decisions, determines per hour per unit expense and then fees.


Outputs include the expenses/fees for internal (e.g., organization directed classes, events, etc.) and external facility use (e.g., rentals). The Facility Module is developed beginning with the identification of all organization properties which are affected by scheduled use. Properties are defined by categories (e.g., aquatics facilities, sports complexes) and by unit(s) (e.g., pool lane line, softball field) allowing for categorical financial accounting detail. Facility operating costs are based upon established costs as determined in the Expense Module, and projected fees are established based upon sequential Management Decisions⁵. These projected costs are then automatically applied to the Course Module.

The data columns for the Facility Module are as follows:

Who	Column	Example	Format
Organizational staff	Client	City of XXXX	Text
Organizational staff	Fiscal Year	2014	Number
Organizational staff	Service Category	Rentals	Text
Organizational staff	Facility Category	Recreation Centers	Text
Organizational staff	Facility Service Area	East Community Center	Text
Organizational staff	Facility Type	Pool	Text
Organizational staff	Facility Activity Area	Lap	Text
Organizational staff	Facility Unit	Lane 25 Yards	Text
Organizational staff	Facility Unit Count	8	Number
Organizational staff	Facility Unit Service Capacity	4	Number
Organizational staff	Facility Unit Days Open per Year (can average)	360	Number
Organizational staff	Facility Unit Hours Open per Day (can average)	12	Number
Organizational staff	Facility Unit Current Fee	\$35.00	Currency
Organizational staff	Facility Unit Actual Revenue	\$2,500.00	Currency

⁵ A data point allowing the client to predetermine an adjustable variable that affects the cost of a Service Area.

Revenues are calculated based upon projected facility rentals and established rental fees. This Module allows the organization to input Facility unit Service Capacity numbers and preferred cost recovery or subsidy allocation levels for each facility unit. As a result, projected revenues are established and the remaining facility costs flow into the Courses and Membership Modules. The Facility Module is setup to allow you to represent your organizations facilities in a hierarchical format. Generally, most organizations do not represent their organization facilities in this format or to this level of detail. However, as a part of this process, creating this type of format will allow for the most accurate allocation of facility expenses or costs and for reporting. The table below gives examples of this format.

Hierarchical Representation for Cost Allocation & Reporting	
Facility Category = Recreation Centers, Outdoor Pools, Sport Complexes	Highest Level  Lowest level
Facility Service Area = North Recreation Center, South Recreation Center, North Pool, South Pool, North Soccer Field, South Soccer Field	
Facility Type = Multi-purpose Room, Pool, Specialized Room, Sports Fields	
Facility Activity Area = Gym, Lap, Climbing Wall, Soccer Field	
Facility Unit = 1/2 Gym, Lane, Wall, Field	
Facility Unit Count = number of Units	

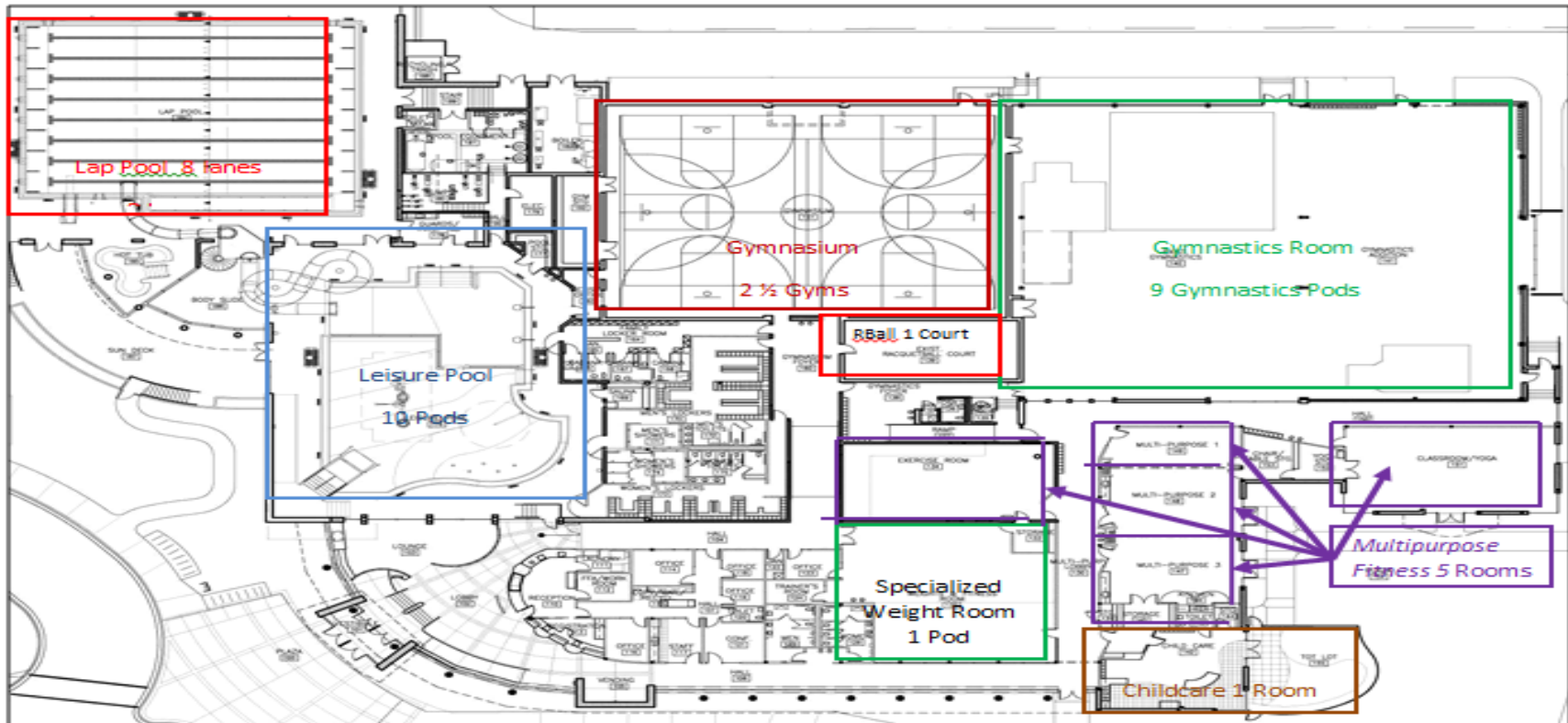
Critical Factors for the Facility Module:

Facility Unit Service Capacity: the number of people the Facility Unit can hold at either the activity size (Facility Unit is a soccer field = 22 for 11 people per team) or instruction capacity (Learn to Swim course in a Facility Unit of a leisure pool pod = 4 people due to instruction level). This is not fire code capacity but “who you charge” to use the facility.

Sample Facility Table: Sample breakdown of a facility for the Facility Module

Facility Category Title	Facility Service Area	Facility Type	Facility Activity Area	Facility Unit	Facility Unit Count	Facility Unit Service Capacity
Recreation Centers	North Recreation Center	Multipurpose	Child Care Room	Room	1	25
Recreation Centers	North Recreation Center	Multipurpose	Fitness	Room	5	40
Recreation Centers	North Recreation Center	Specialized Facility	Gymnastics Room	Pod Gymnastics	9	10
Recreation Centers	North Recreation Center	Specialized Facility	Weight Room	Pod Wt Rm	1	10
Recreation Centers	North Recreation Center	Sports Complex	Gymnasium	Half Gym	2	30
Recreation Centers	North Recreation Center	Sports Complex	Racquetball	Court	1	2
Recreation Centers	North Recreation Center	Swimming Pool	Lap	Lane	8	4
Recreation Centers	North Recreation Center	Swimming Pool	Leisure	Pod Leisure	5	10

Sample Facility Diagram:



THIS SECTION NOT APPLICABLE FOR THIS PROPOSAL

Course Module - Course Data Import

The Course Module accounts for the direct and indirect costs of managing your organization's park and recreation programs then attaches (if determined) facility use costs (additional direct costs) to each course. Proposed fees for each course, class, activity or event are determined based upon Service Categories⁶ and the organization's preferred cost recovery or subsidy allocation level. The other critical factors that go into the "per person per course" costs are 1) the minimum number of participants per course, 2) the number of total hours the course is offered and 3) where the course is held (what facility). These three critical decisions, among others, are made prior to importing the data into PASS™ and thus are mentioned to alert you to this issue.

Critical Factors for the Course Module:

- The **Minimum # of Participants** should be based on things like facility unit capacity, instruction level, ability level and/or pieces of equipment used. The course costs, thus fee, will be based off the minimum # of participants. This assumption is used to forecast the projected revenue for the course.
- The **Current Resident Fee** should be the lowest non-discounted fee charged for the course. Generally, this is the resident fee.
- **Offsite Courses:** For courses, activities or events that are not held at your facilities, the software accepts the terminology "Offsite". For example, there is an activity called "Senior Trips" where participants take a bus to a museum. For any course, activity or event where this is the case, you will insert the term Offsite in each of the Facility Areas in the Course Module. If there is an expense to use an Offsite facility, it should be accounted for in the Expense Module as a part of the larger Service Area.
- **Organizational Use of Facilities:** The facilities that you list in the Course Module must match exactly to the Facility Module across all facility categories (Facility Category, Facility Service Area, Facility Type, Facility Activity Area and Facility Unit). There can be more facilities in the Facility Module than in the Course Module but there cannot be a facility in the Course Module that is not in the Facility Module (use the term "Offsite" for any facility that is not a part of your organization). At this time, the PASS™ software does not handle a course using multiple facilities. Please use the facility where "most" of the hours are used and/or the facility that has the highest costs.

⁶ A predetermined revenue/subsidy level for each Service offered by the client.

The data columns for the Course Module are as follows:

Who	Column	Example	Format
Organizational staff	Client	City of XXXX	Text
Organizational staff	Fiscal Year	2014	Number
Organizational staff	Service Category	Skill-based	Text
Organizational staff	Session	Spring	Text
Organizational staff	Brochure Service Area	Aquatics	Text
Organizational staff	Brochure Service Sub-Area	Swim Lessons	Text
Organizational staff	Barcode	107949	Number
Organizational staff	Activity Title	Swim: Swim Lessons 16+	Text
Organizational staff	Course Title	Adult Group Lesson	Text
Organizational staff	Days	Tue, Thurs	Text
Organizational staff	Start Time	5:00 PM	Time
Organizational staff	End Time	6:00 PM	Time
Organizational staff	Class Count (times met)	5	Number
Organizational staff	Minimum Participants	5	Number
Organizational staff	Maximum Participants	10	Number
Organizational staff	Waitlist Participants	1	Number
Organizational staff	Registered Participants	6	Number
Organizational staff	Resident Current Fee	\$25.00	Currency
Organizational staff	Course Actual Revenue	\$150.00	Currency
Organizational staff	Facility Category	Recreation Centers	Text
Organizational staff	Facility Service Area	East Community Center	Text
Organizational staff	Facility Type	Pool	Text
Organizational staff	Facility Activity Area	Lap	Text
Organizational staff	Facility Unit	Lane 25-yards	Text
Organizational staff	Number of Units Used	2	Number

Membership Module - Membership Data Import

The Membership Module receives the remaining costs (Expenses Yet To Be Recovered or EYTBR) from the Facility and Course Modules (these expenses are predetermined by Management Decisions). Your organization can choose to recover these remaining costs entirely through memberships and drop-in use (therefore, 100% cost recovery), or recover a percentage with remaining costs subsidized. Membership/drop-in fees are calculated based upon multiple sequential Management Decisions including preferred cost recovery and subsidy allocation.

Critical Factors for the Membership Module:

- The **Facility Category** should match a Facility Category that you have in the Facility Module.
- **Pass Service Area Exception:** In all other modules, the Expense Service Area from the Expense Module needs to have a corresponding Facility, Brochure or POS Service Area to match it. The exception to this rule is in the Membership Module. The Pass Service Area receives its expense allocation from the subsidies of the Facility and Course Modules. This is a Management Decision. See below:

Facility/Course Allocation Management Decision Example					
		Management Decision - Percent to Allocate to Pass Service Areas		Pass Service Area Expenses	
Facility Service Areas	EYTBR (Remaining Subsidies)	Recreation Passes	Pool Passes	Recreation Passes	Pool Passes
North Recreation Center	\$1,000,000	100%	0%	\$1,000,000	\$0
North Outdoor Pool	\$500,000	0%	100%	\$0	\$500,000
South Sport Complex	\$200,000	50%	0%	\$100,000	\$0
South Park	\$1,500,000	10%	0%	\$150,000	\$0
Brochure Service Areas	EYTBR (Remaining Subsidies)	Recreation Passes	Pool Passes	Recreation Passes	Pool Passes
Aquatics	\$250,000	25%	25%	\$62,500	\$62,500
Fitness	\$50,000	25%	0%	\$12,500	\$0
Sports	\$150,000	25%	0%	\$37,500	\$0
Yoga	\$25,000	25%	0%	\$6,250	\$0
Totals	\$7,300,000			\$2,487,500	\$1,012,500

The data columns for the Membership Module are as follows:

Who	Column	Example	Format
Organizational staff	Client	City of XXXX	Text
Organizational staff	Fiscal Year	2014	Number
Organizational staff	Service Category	Monitored Access	Text
Organizational staff	Facility Category	Recreation Centers	Text
Organizational staff	Pass Service Area	General	Text
Organizational staff	Pass Plan	Daily Visit	Text
Organizational staff	Pass Type	Adult, Youth, Swim	Text
Organizational staff	Pass Type Capacity	1,2,3,4	Number
Organizational staff	Pass Term	Daily, Annual, Monthly	Text
Organizational staff	Pass Term Length ⁷	1, 105, 8	Number
Organizational staff	Visits/Sales Previous Year	51776	Number
Organizational staff	Pass Current Fee	\$10.00	Currency
Organizational staff	Pass Actual Revenue	\$25,365.25	Currency

⁷ Pass Term Length - the Pass Term Length is generally based on “two visits per week”, thus 105 visits is used for an annual pass, 8 visits for a monthly pass, etc....


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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: June 3, 2021
SUBJECT: Contract for Cultural Resources Identification Survey (CRIS)

One of the growing trends in the industrial site location business is the demand for project-ready sites. Companies that are looking to build new facilities want sites that are ready to go and that come with little risk. Based on this trend, the Iowa Economic Development Authority (IEDA) began offering a Certified Site Program, with the assistance of a national site selection consulting firm. This program is designed with questionnaires and required support documentation, much like what would be required for an actual site selection project. By having a certified industrial park through this program, it will show businesses and site consultants that the due diligence has been completed and that the park is ready for development.

The City began going through the Certified Site Program with IEDA several months ago. The program consists of three phases: initial qualification, site evaluation, and site certification. The city has completed the first two phases, and has moved onto the third and final phase of the program. The third phase is the most intensive phase, requiring documentation such as an environmental assessment, wetlands delineation, geotechnical report, threatened and endangered species report, and cultural resources identification survey. The city has all of these documents and reports for this phase, except for the cultural resources identification survey. Therefore, the city will need to hire a consultant to complete this survey as part of the requirements of phase three.

Staff contacted a number of companies for quotes to prepare the cultural resources identification survey for the Certified Site Program, and three quotes were obtained:

Bear Creek Archeology, Inc.	\$8,150.00
Impact 7G	\$11,225.00
Wapsi Valley Archeology, Inc.	\$23,861.15

Attached for your approval is the Form of Contract from Bear Creek Archeology, Inc.

Staff recommends approving and executing the contract with Bear Creek Archeology, Inc. for the cultural resources identification survey. It is anticipated that the survey will begin within 10 days of a notice to proceed by the City, and will be completed within

several weeks. Once the report is received, it will be submitted to IEDA as part of phase three of the Certified Site Program, and will also be sent to the State Historical Preservation Office (SHPO) for their review and concurrence.

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

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

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

This Agreement is by and between Bear Creek Archeology, 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 vendor name, vendor number, invoice number, invoice date,

total amount to be paid, account number, and project number, and shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. 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 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". 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 discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0. Entire Agreement.

22.1. 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.

22.2. 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.

23.0. Additional Terms.

24.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: <u>Shane Graham</u>	Name: <u>Derek V. Lee</u>
Title: <u>Economic Development Coordinator</u>	Title: <u>President</u>
Address: <u>220 Clay Street</u>	Address: <u>PO Box 347</u>
<u>Cedar Falls, IA 50613</u>	<u>Cresco, IA 52136</u>
Telephone: <u>319-268-5160</u>	Telephone: <u>563-547-4545</u>
Email: <u>shane.graham@cedarfalls.com</u>	Email: <u>derek@bearcreekarcheology.com</u>

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Bear Creek Archeology, Inc. _____

By: *Derek Lee* _____

Its: President _____

Date: June 2, 2021 _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

EXHIBIT A – SCOPE OF SERVICES

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Falls, Iowa. Consultant shall mean Bear Creek Archeology, Inc. Project Manager shall mean Shane Graham, who is the designated coordinator and administrator for the Services under this project.

The Consultant shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Contract all necessary services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Services (hereinafter "Services"). The Services will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

1.0 Scope of Services

1.1 Phase I Cultural Resources Identification Survey

- a) The Phase I survey shall include the fieldwork, data review, analyses, report preparation, and all other tasks to complete the Phase I survey.

1.2 Architectural History Survey (Intensive and Reconnaissance)

- a) An intensive historic architectural survey shall be completed on the one property abutting the certification site.
- b) A reconnaissance level architectural review shall be completed for all properties within ¼ mile of the certification site.

2.0 Compensation

Consultant shall be compensated according to the following terms, established according to pricing shown below:

Description	Firm Fixed Price
Upon Completion	\$8,150.00

** Pricing is fixed, as long as the scope of work is not changed.

3.0 Schedule/Timeline

- 3.1 Fieldwork shall begin within 10 days of a notice to proceed issued by City.
- 3.2 Report preparation shall begin once fieldwork is completed. Report shall be sent to City within 30 days.

08-24-2020

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

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

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

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

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

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

terminate this contract for cause and/or purchase said insurance at contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:
- This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
 - Additional Insured Requirement – See Attachment 1.
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

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

and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.

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

11. Limits: By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

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

Completion Checklist

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

ATTACHMENT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

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

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

Standard Workers Compensation

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

Umbrella: \$3,000,000

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

Errors & Omissions: \$1,000,000

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

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

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

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

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

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

Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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

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

CG 25 03 03 97

- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) **Item 34.**
12/18/2020

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 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 A&J Petersburg Agency 106 College Drive Box 290 Decorah IA 52101-0290		CONTACT NAME: Bonnie Humpal PHONE (A/C, No, Ext): (563) 382-3627 FAX (A/C, No): (563) 382-2512 E-MAIL ADDRESS: bhumpal@ajpetersburg.com															
INSURED Bear Creek Archeology Inc Po Box 347 24091 York Avenue Cresco IA 52136		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Cincinnati Insurance</td> <td>10677</td> </tr> <tr> <td>INSURER B: Cincinnati Indemnity</td> <td>23280</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance	10677	INSURER B: Cincinnati Indemnity	23280	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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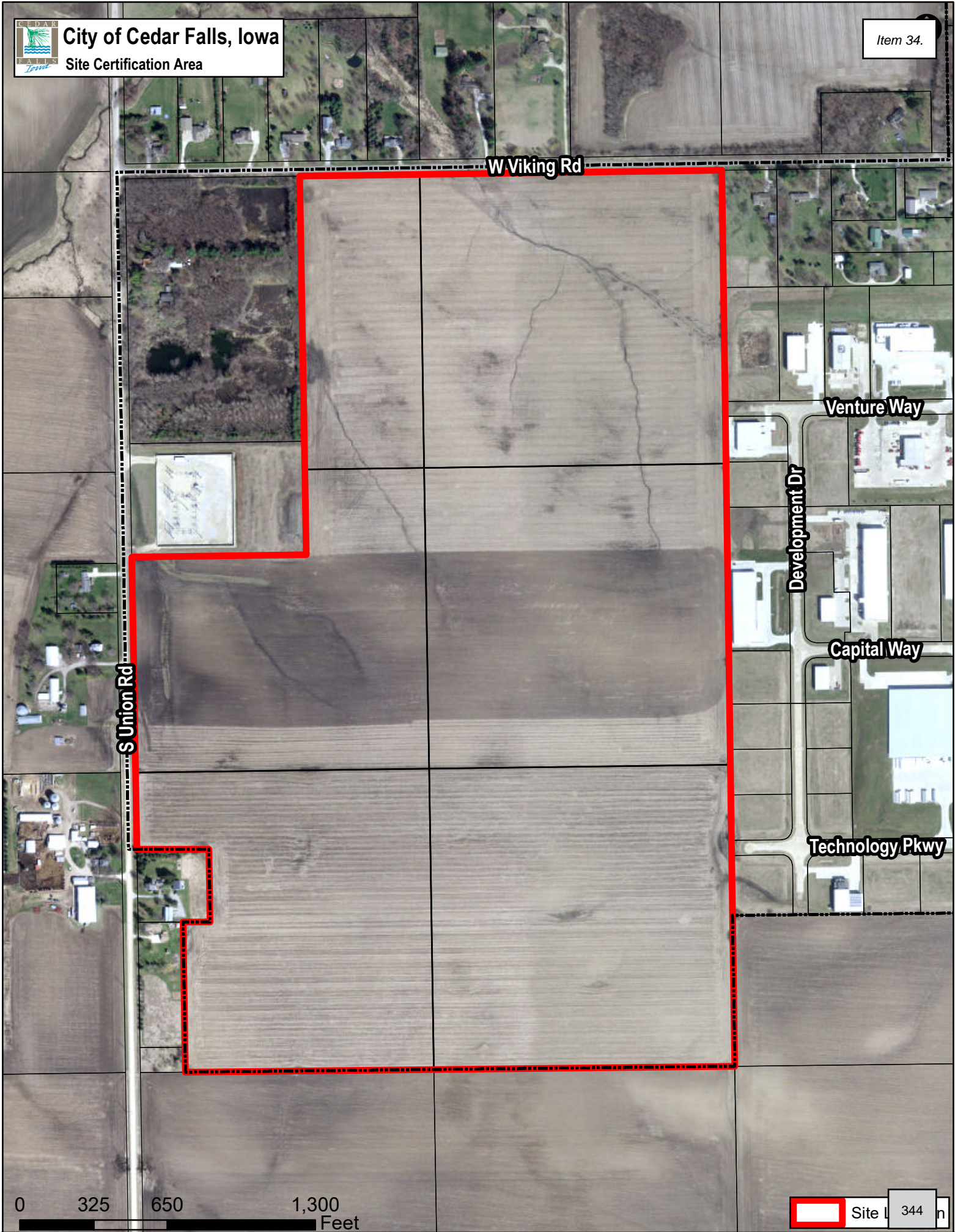
COVERAGES **CERTIFICATE NUMBER:** 21/22 Per Project **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	EPP 0054691	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	EPP 0054691	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 0054691	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0360572	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	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



Site L 344 n



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), City Planner I
DATE: June 2, 2021
SUBJECT: Sign review of property in the College Hill Neighborhood Overlay (DR21-006)

REQUEST: New projecting signage on storefront

PETITIONER: G's Tobacco, Liquor & Beer, Zheng Development; Contractor: Signs & Designs

LOCATION: 2125 College Street, Suite E

PROPOSAL

The applicant is requesting a facade review for a new projecting sign and update awning sign at 2125 College Street for Suite E to advertise the building's new tenant, G's Tobacco, Liquor & Beer. 2125 College Street is located in the College Hill Neighborhood Overlay.

BACKGROUND

The College Hill Neighborhood Overlay district requires a site plan review (i.e. design review) by the Planning & Zoning Commission and the City Council for any substantial improvement to an exterior facade. A substantial improvement to properties in the College Hill Neighborhood is defined in Section 26-181 (6) and includes: "any new, modified or replacement awnings, signs or similar projections over public sidewalk areas." Typically signage is not part of the review process unless the review is mandated by Ordinance Section 26-181(6). In this case, when a new projecting sign is installed that overhangs the public right-of-way and awning sign update which is also over the public right-of-way the Planning & Zoning Commission and City Council must review and approve the request (26-181(6)(e)).



ANALYSIS

The proposed signage will be placed on the south elevation of the building above the store's entrance along W 22nd Street. The proposed projecting sign is a deep cabinet comprised of LED lighting with acrylic faces on two sides and is approximately 30 square feet in size. The proposed projecting sign is lighted and projects about 4 feet from the wall over public right-of-way and have a minimum 10 feet clearance above the public right-of-way. City code Section 3-58 requires projecting signs over the right-of-way to have a minimum clearance of 10 feet. Also, the projecting sign will not be projecting above the lintel band/architectural feature of the building, which is a best practice to enhance the architectural features of the building.

And the proposed awning sign will be a replacement of the existing awning with new Sunbrella fabric and approximately 4 square feet signage on the face of the awning. The projected awning will have a minimum 9 feet clearance above the public right-of-way. As, best practices, the projected awning over public right-of-way should have a minimum 8 feet clearance. The sizes and placement of the proposed signs meet city code size requirements and height clearances.

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, a sign permit will be issued for the new projecting sign and updating awning sign.

TECHNICAL COMMENTS

No comments.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted design review application at their regular meeting on 26th May 2021 with a vote of 8 ayes and 0 nays. The Community Development Department also recommends approval of Case #DR21-006, a design review application for updating the awning sign and adding a new projecting sign for Suite E at 2125 College Street.

PLANNING & ZONING COMMISSION

Discussion/Vote 5/26/2021 Chair Leeper introduced the item and Ms. Howard provided background information. She explained that a 30 square foot projecting sign is proposed that will project about 4 feet over the public right-of-way. She noted that there is 10 feet of clearance above the public right-of-way and that existing awning fabric will be replaced with new fabric that includes a sign. Both signs meet city code requirements and staff recommends approval of the submitted design review application.

Ms. Saul made a motion to approve the item. Ms. Sears seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Larson, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.

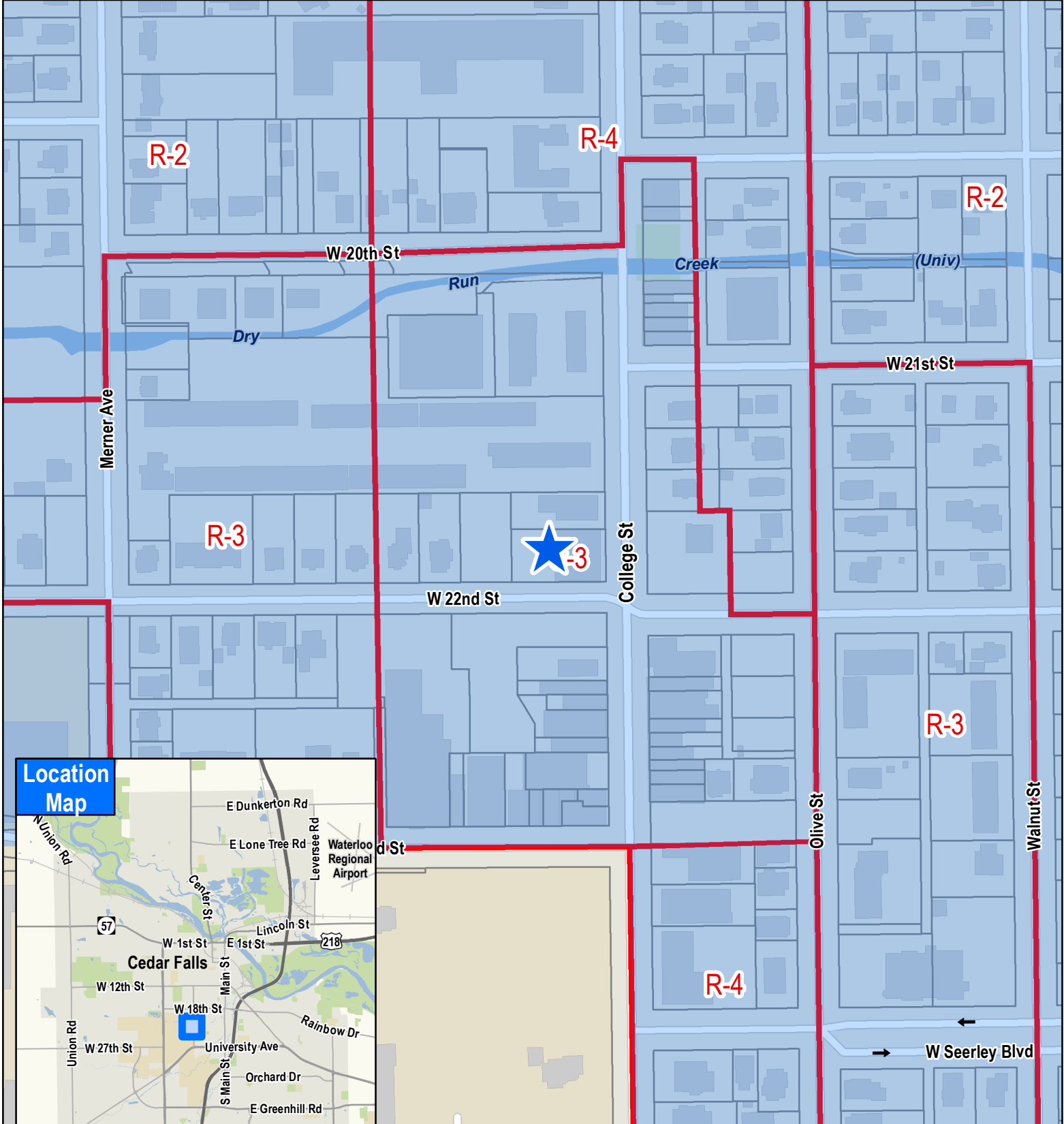
Attachments:

Details of proposed signage
Letter of Intent

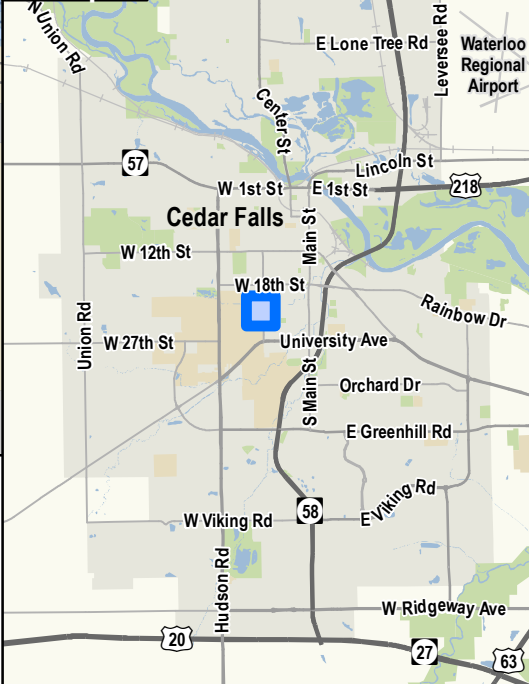
Cedar Falls Planning & Zoning Commission

May 26, 2021

Item 35.



Location Map



**Design Review for new signage
for Suite E, 2125 College Street**

SIGNS & DESIGNS

Projecting sign 10' from bottom of sign to the sidewalk. the sign will be place below the lintel.



G's Lettering on the awning is 20" x30" (4.2 sf)
awning is raised 20" from present and moved left 2'
9' to bottom of the awning.

SIGNS & DESIGNS



2-sided projecting lighted sign, 10' to bottom
12" deep cabinet/ LED lighting. Acrylic faces w/ Translucent vinyl
Bolts to wall . include cable attachments
Recover the awning, move Up 22" and West 2'. 9' to bottom

4/20/2021
2125 College Street Suite E
Cedar Falls, Iowa

P&Z Letter of intent:

Location: Address of the Property
2125 College St. Suite E. Cedar Falls, Iowa

Overview of additional signs for G's Tobacco, Liquor & Beer:

Purpose of this sign is to identify and advertise G's entrance location and products on the new storefront entrance up and down 22nd street. Installing a 48" x 90" projecting sign on the South side of the 2125 College Street building. The sign is 10' to the bottom from the sidewalk. The top of the sign is even with the bottom of the lintel. The sign projects 49.25" from the wall.

The existing canopy will be recovered and moved to the West edge of the suites façade and raised so that the bottom of the canopy is 9' above the sidewalk.

The lighted sign is made with an extruded aluminum cabinet, acrylic faces and Led internal lighting. It is held by a steel frame that is bolted to the building. See attached drawings.

owner Contact: Zheng Development: Ming 319-610-7975
store contact: Yasemine at Ray's Super Market/ Ph. 319-229-3586

Contractor: Signs & Designs , David Schachterle, 5600 Nordic Drive, Cedar Falls, Iowa 50613 T: 319-277-8829

David Schachterle
Signs & Designs, Inc,



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), City Planner I
DATE: June 3, 2021
SUBJECT: Ingress/Egress Easement Agreement for owner "River Place Properties II, LC."
 (302 Main Street and 123 E 3rd Street properties)

PROPOSAL

This request includes approval of Ingress and Egress Easement Agreement for site 302 Main Street and 123 E 3rd Street in downtown Cedar Falls so that the owner "River Place Properties II, LC." can get the final occupancy permit for 302 Main Street building as per development agreement drafted for approval of site plan for 302 Main Street building.

BACKGROUND

In 2019, City Council approved the site plan for the new building at 302 Main Street and 123 E 3rd Street site. As part of the document approved by council included approving the final occupancy for 302 Main Street building be done after completing all the required steps listed in development agreement.

The owner "River Place Properties II, LC" has been actively working towards getting the final occupancy permit for the building at 302 Main Street site and has almost finished all the required work as per the previously approved development agreement for the building at 302 Main Street. The last remaining piece for getting the final occupancy permit is to obtain the approval for the Ingress and Egress easement agreement for the same, which is attached with the packet.

The agreement talks about granting the west 4 feet of 123 E 3rd Street for public access and establishes a no-build easement for the western 4 feet of the 123 E 3rd Street site to allow the functioning of the drive-through at 302 Main Street building and to avoid any construction activity in the area to be compliant by zoning regulations. Please refer to the attached agreement and exhibit for more details.

STAFF RECOMMENDATION

The Ingress and Egress easement agreement was drafted by the owner and was reviewed by City staff and City Attorney. Staff recommends approval of the attached Ingress and Egress Agreement between the City of Cedar Falls and the owner, River Place Properties II, LC.

Xc: Stephanie Sheetz, Director of Community Development
 Karen Howard, Planning and Community Services Manager

Prepared by and return to: Charles P. Augustine, 531 Commercial, Ste. 250, Waterloo, IA 50701 (319) 232-3304

INGRESS AND EGRESS EASEMENT AGREEMENT

This easement agreement is made and executed this ____ day of _____, 2021, by and between **River Place Properties II, LC** (hereinafter "River Place") and **The City of Cedar Falls** (hereinafter the "City").

WITNESSETH:

WHEREAS, River Place is the titleholder to real estate legally described as **Lot 1 and the North 58 feet of Lot 2 in Block 4; all in the Village (now City) of Cedar Falls, Black Hawk County, Iowa** (hereinafter the "Real Estate"); and

WHEREAS, River Place desires to give, grant and convey to the City a perpetual easement for access, ingress and egress over, upon, across and along the west four feet of the Real Estate, as shown on the attached "Exhibit".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, and for other valuable consideration received, the parties hereby agree as follows:

1. River Place does hereby give, grant and convey to the City a perpetual non-exclusive easement for access, ingress and egress by the general public over, upon, across and along the west four feet of the Real Estate.
2. The City of Cedar Falls has an obligation to maintain the alley presently adjacent and immediately to the west of the Real Estate, and the City hereby agrees to maintain the easement premises and to hold River Place entirely harmless from liability related to the use, maintenance and repair of the easement premises.
3. River Place shall not erect, construct or place any structure, planting or other obstruction under, on, through, across or within the easement premises without the prior written consent of the City. However, River Place may erect, construct, reconstruct or remodel any structure located or to be located on the Real Estate so that such structure partially encroaches onto the easement premises only if there is maintained a minimum of 14 feet of unimpeded vertical clearance above grade, and such encroachment does not otherwise unreasonably interfere with

the easement rights granted herein. No change of grade of the easement premises is allowed without the prior written agreement of the parties.

- 4. The rights and other provisions created by this agreement shall be deemed to run with the title of the land and shall be binding upon the parties hereto and upon their respective heirs, successors and/or assigns.

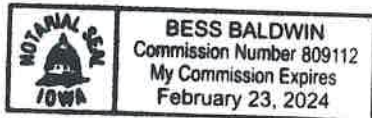
IN WITNESS WHEREOF, the parties herein have set their hands this day as first above written.

Mark Kittrell, as Member of River Place Properties II, LC

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged this 3rd day of June, 2021, by Mark Kittrell as Member of River Place Properties II, LC.

Notary Public in and for the State of Iowa



[City of Cedar Falls Signatures and Acknowledgments on Separate Page]

ACCEPTANCE OF EASEMENT

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

Dated this ____ day of _____, 2021.

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

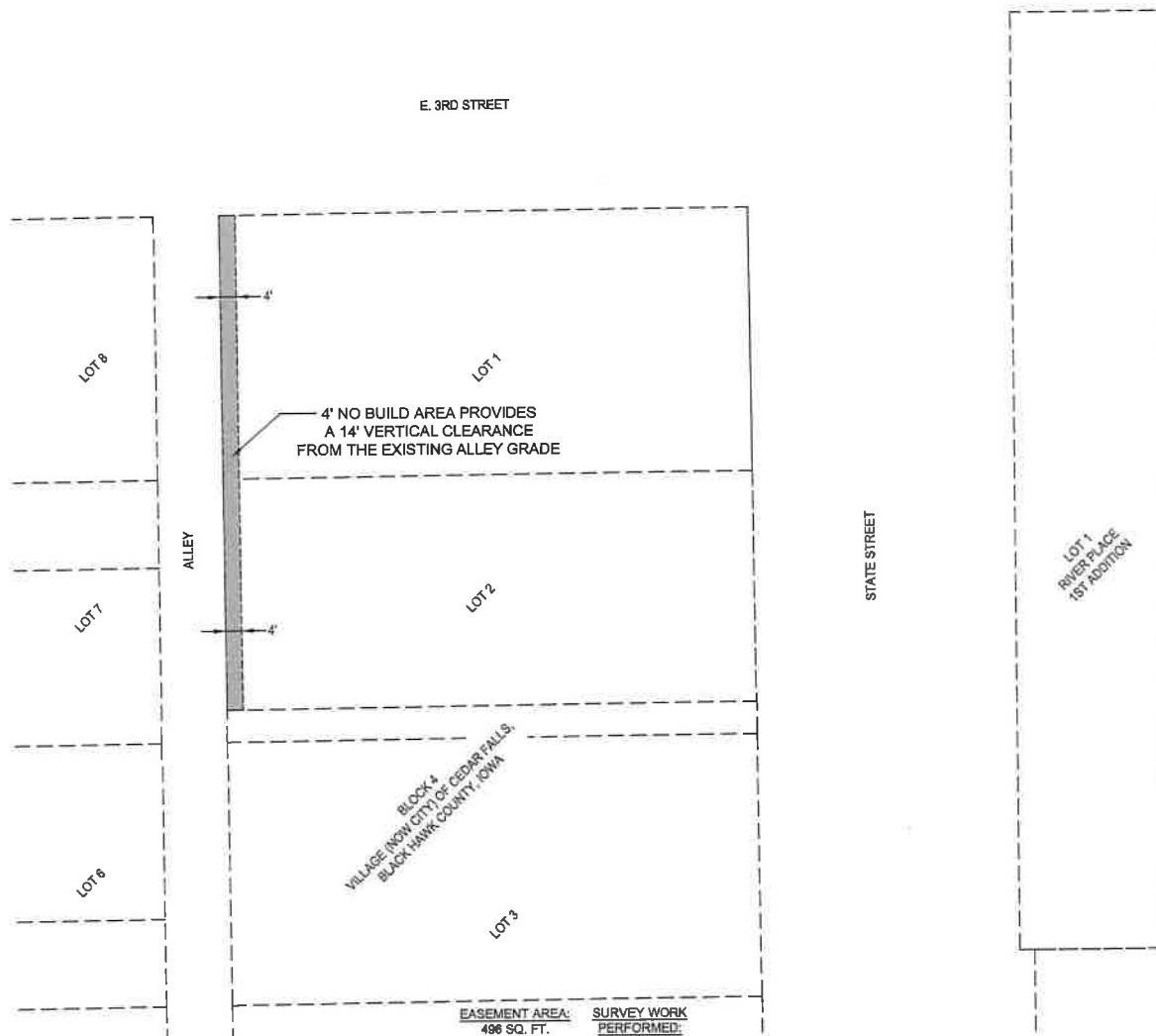
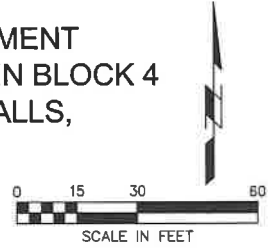
Attest

Jacqueline Danielsen, MMC, City Clerk

INDEX LEGEND:

LOCATION: PART OF LOT 2, IN BLOCK 4
ALL IN THE VILLAGE (NOW CITY) OF CEDAR FALLS
BLACK HAWK COUNTY, IOWA
REQUESTOR: RIVER PLACE PROPERTIES II, L.C.
PROPRIETOR: RIVER PLACE PROPERTIES II, L.C.
SURVEYOR: WADE D. WAMRE, PLS
COMPANY: SHIVE-HATTERY, INC.
RETURN TO: 222 3RD STREET SE, SUITE 300
CEDAR RAPIDS, IOWA 52401
wwamre@shive-hattery.com
319-364-0227

EXHIBIT
4' NO BUILD, UTILITY, & PUBLIC ACCESS EASEMENT
PART OF LOT 1 AND THE NORTH 58 FEET OF LOT 2 IN BLOCK 4
ALL IN THE VILLAGE (NOW CITY) OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA



EASEMENT AREA: 496 SQ. FT. **SURVEY WORK PERFORMED:** 06-02-2018

OWNER:
RIVER PLACE PROPERTIES II, L.C.
200 STATE STREET, SUITE 202-Z
CEDAR FALLS, IOWA 50613

EASEMENT DESCRIPTION:

The West 4 feet of Lot 1 and the North 58 feet of Lot 2 in Block 4 in the Village (now City) of Cedar Falls, Black Hawk County, Iowa.

Subject to easements, restrictions, covenants, ordinances, limited access provisions of record, and a no build area that provides a 14 foot vertical clearance from the existing alley grade.

SURVEY LEGEND

- EXISTING LOT LINE
- EASEMENT LINE
- EASEMENT AREA

SURVEY REQUESTED BY:
RIVER PLACE PROPERTIES II, L.C.
200 STATE STREET, SUITE 202-Z
CEDAR FALLS, IOWA 50613

SURVEYOR / CONTACT:
WADE D. WAMRE, PLS
SHIVE-HATTERY, INC
222 THIRD AVENUE SE, SUITE 300
CEDAR RAPIDS, IA 52401
319-364-0227
wwamre@shive-hattery.com

1 OF 1	4' NO BUILD, UTILITY, & PUBLIC ACCESS EASEMENT PART OF LOT 1 AND THE NORTH 58 FEET OF LOT 2 IN BLOCK 4 ALL IN THE VILLAGE (NOW CITY) OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA			
	DATE	04-04-2019	SCALE	1"=30'
	DRAWN	can	APPROVED	FIELD BOOK
	ISSUED FOR	PROJECT NO.	181410	REVISION

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri <http://www.shive-hattery.com>

INDEX LEGEND:

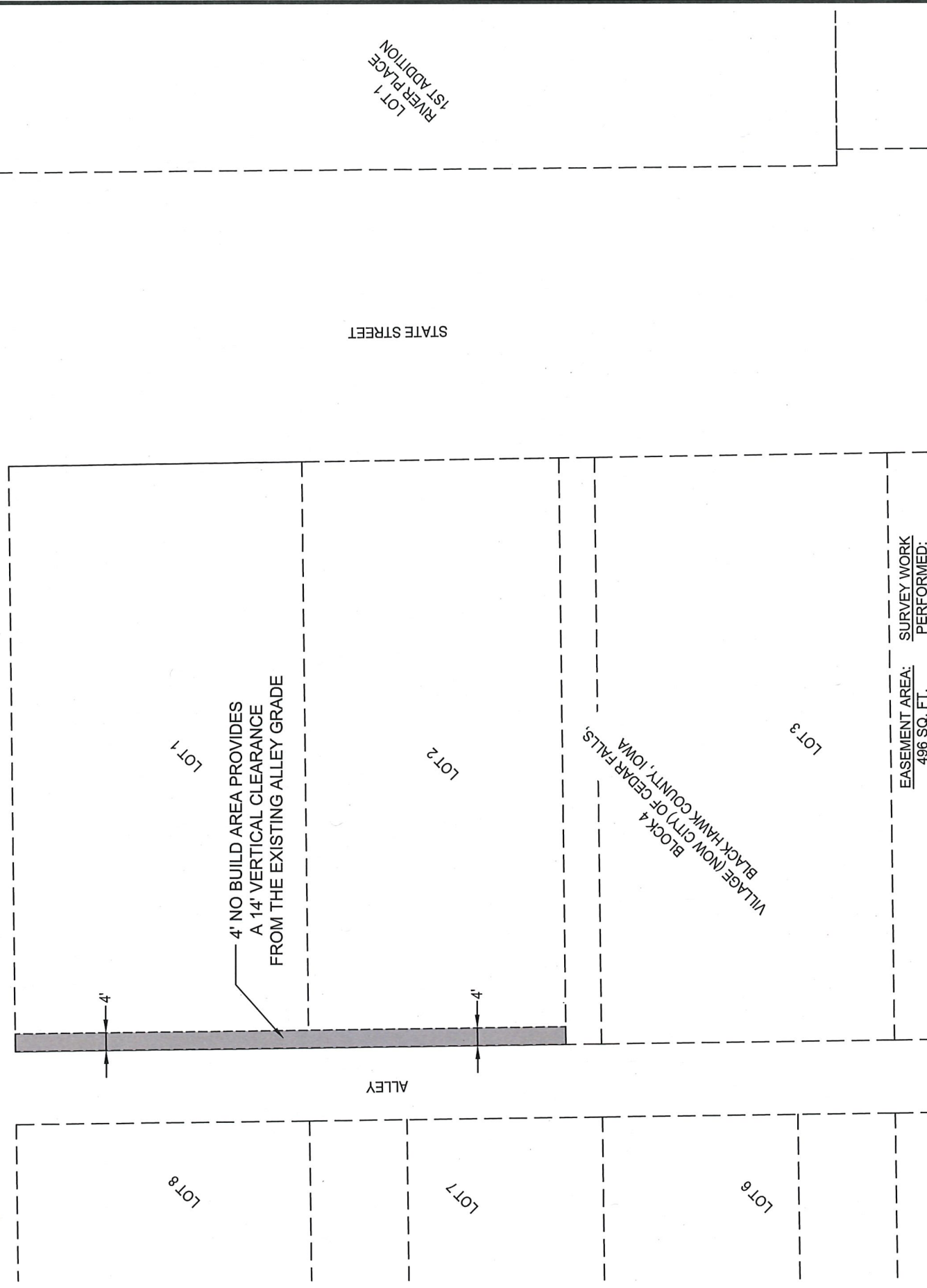
LOCATION: PART OF LOT 2, IN BLOCK 4
ALL IN THE VILLAGE (NOW CITY) OF CEDAR FALLS
BLACK HAWK COUNTY, IOWA
REQUESTOR: RIVER PLACE PROPERTIES II, LC.
PROPRIETOR: RIVER PLACE PROPERTIES II, LC.
SURVEYOR: WADE D. WAMRE, PLS
COMPANY: SHIVE-HATTERY, INC.
RETURN TO: 222 3RD STREET SE, SUITE 300
CEDAR RAPIDS, IOWA 52401
wwamre@shive-hattery.com
319-364-0227

EXHIBIT

**4' NO BUILD, UTILITY, & PUBLIC ACCESS EASEMENT
PART OF LOT 1 AND THE NORTH 58 FEET OF LOT 2 IN BLOCK 4
ALL IN THE VILLAGE (NOW CITY) OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA**



E. 3RD STREET



EASEMENT AREA: 496 SQ. FT.
SURVEY WORK PERFORMED: 08-02-2018

OWNER:
RIVER PLACE PROPERTIES II, LC.
200 STATE STREET, SUITE 202-Z
CEDAR FALLS, IOWA 50613

SURVEY REQUESTED BY:
RIVER PLACE PROPERTIES II, LC.
200 STATE STREET, SUITE 202-Z
CEDAR FALLS, IOWA 50613

SURVEYOR / CONTACT:
WADE D. WAMRE, PLS
SHIVE-HATTERY, INC
222 THIRD AVENUE SE, SUITE 300
CEDAR RAPIDS, IA 52401
319-364-0227
wwamre@shive-hattery.com

SURVEY LEGEND

- EXISTING LOT LINE
- - - EASEMENT LINE
- █ EASEMENT AREA

EASEMENT DESCRIPTION:

The West 4 feet of Lot 1 and the North 58 feet of Lot 2 in Block 4 in the Village (now City) of Cedar Falls, Black Hawk County, Iowa.

Subject to easements, restrictions, covenants, ordinances, limited access provisions of record, and a no build area that provides a 14 foot vertical clearance from the existing alley grade.

**4' NO BUILD, UTILITY, & PUBLIC ACCESS EASEMENT
PART OF LOT 1 AND THE NORTH 58 FEET OF LOT 2 IN BLOCK 4
ALL IN THE VILLAGE (NOW CITY) OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

DATE	04-04-2019	SCALE	1"=30'
DRAWN	cen	APPROVED	OT-2017
REFERENCE DRAWING		REVISION	

PROJECT NO.
1181410

ISSUED FOR

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DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
 Ben Claypool, PhD, EI, Civil Engineer II
DATE: June 3, 2021
SUBJECT: Blain's Corner 2nd Addition Minor Plat

REQUEST: Request to approve the Blain's Corner 2nd Addition Minor Plat
 (Case # MP21-001)

PETITIONER: Davenport Farm and Fleet INC, Owner; Andrea Rand (ISG), Engineer

LOCATION: 219 Brandilynn Blvd

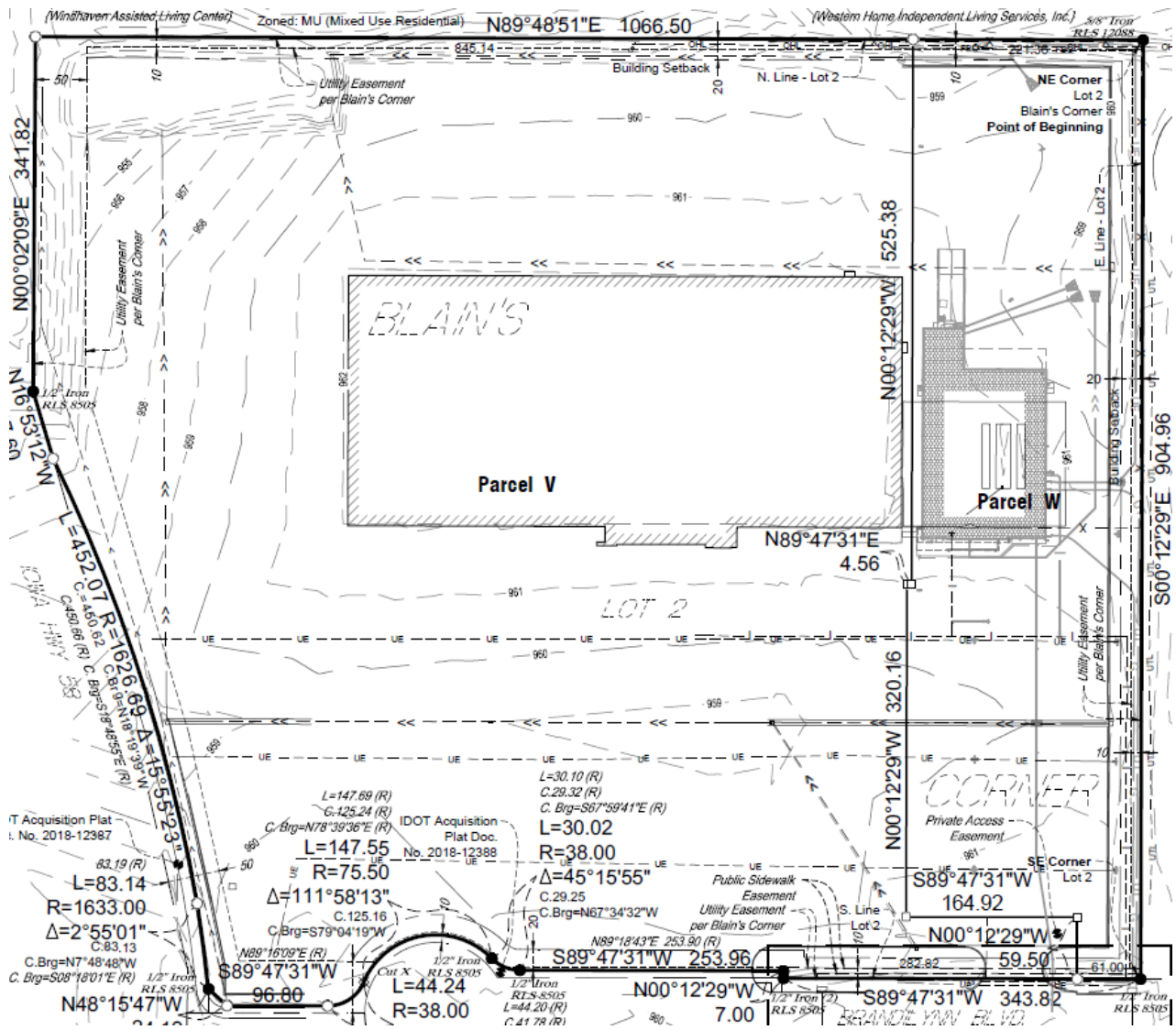
PROPOSAL

The current property owner of the lot addressed as 219 Brandilynn Blvd. proposes to divide the property into two commercial lots, which will convert the existing lot into two commercial developable lots. The application intends is to subdivide the existing parcel in Blain's Subdivision into two lots and develop the newly created lot by proposing a new Aldi grocery store. A minor plat is required to split the original single lot into two lots. The subject parcel is within the HWY-1 Highway Commercial Zoning District.

BACKGROUND

The parcel was created by Blain's Corner Addition to Cedar Falls, Iowa in 1998. As shown below, the subject parcel to be divided is the Blain's Farm and Fleet store which sits on Lot 2 of Blain's Addition, which is now the only parcel in the subdivision. Over time there have been a lot of reconfigurations of lots in this subdivision. Lot 1 of original Blain's addition is now called as T & L Plaza addition and has been further divided into 4 lots. And Tract B of the original Blain's addition is now owned by the City of Cedar Falls and is being operated as a public street.

The drawing below graphically depicts the lot split and building locations. The building setbacks in the HWY-1 Highway Commercial Zoning District require a 20-foot setback consisting of landscape material that shall be established around the perimeter of the district. No interior side setback is enforced when two buildings are side by side. The setback in the proposed plat does meet the City's Zoning Code requirement. However, the applicant also proposes 10 feet setback from the shared side lot line, placing the new proposed building at 20 feet from the existing Blain's Farm and Fleet building. The proposed minor plat includes a private access easement that would allow access to the newly created Parcel W. Proposed minor plat also corresponds to 10 feet utility easement along the south, east and north property line as per the original Blain's addition. Besides, the proposed plat includes a public sidewalk easement along the north property line that would allow the addition of 5 feet wide public sidewalk extending eastward to the eastern lot line of the plat from the existing Cedar Prairie Trail.



New proposed Aldi's building and lot size will be a lot smaller in the area as compared to the Blain's building and site area. And the two newly created parcels V and W both meet all the zoning ordinance requirements.

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the Minor Plat Hwy 1 Site Plan for the proposed Aldi's.

Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. Water is available from a privately owned 12" water main in front of the proposed Aldi's that serves two fire hydrants, one on the east side and one on the south side of Blain's. The plat shows 10 feet wide utility easement along the south and east property line, shows 5 feet wide Public Sidewalk easement along the south property line, and a private access easement along the south-east corner of the plat to provide access to Aldi's site (Parcel W) from Blain's lot (Parcel V) through Brandilynn Blvd.

The property is located outside the floodplain overlay district.

A courtesy mailing was sent to the neighboring property owners on April 6, 2021

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted minor plat for Blain's Corner 2nd addition at their regular meeting on 28th April 2021 with a vote of 8 ayes and 0 nays. The Community Development Department also recommends approval of requested Minor Plat case #MP21-001, with the following stipulations:

1. Any comments or direction specified by the Planning and Zoning Commission.
2. Conformance with all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Discussion 4/14/2021 Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that property is located at 219 Brandilynn Boulevard and that it is proposed to divide the parcel and build an Aldi store. The introduction of this minor plat is for discussion and public comment purposes only at this time. Staff recommends approval with the stipulations that any comments or direction by the Commission are followed and that there is conformance with all city staff recommendations and technical requirements.

Ryan Anderson, Civil Engineer with ISG and project manager, stated that Aldi has been looking for another site in the area for a while and feels that it will be a nice partnership with Blain's. He made himself available for any questions.

As staff still has a few technical changes to work out with the applicant, the item was continued to the next meeting.

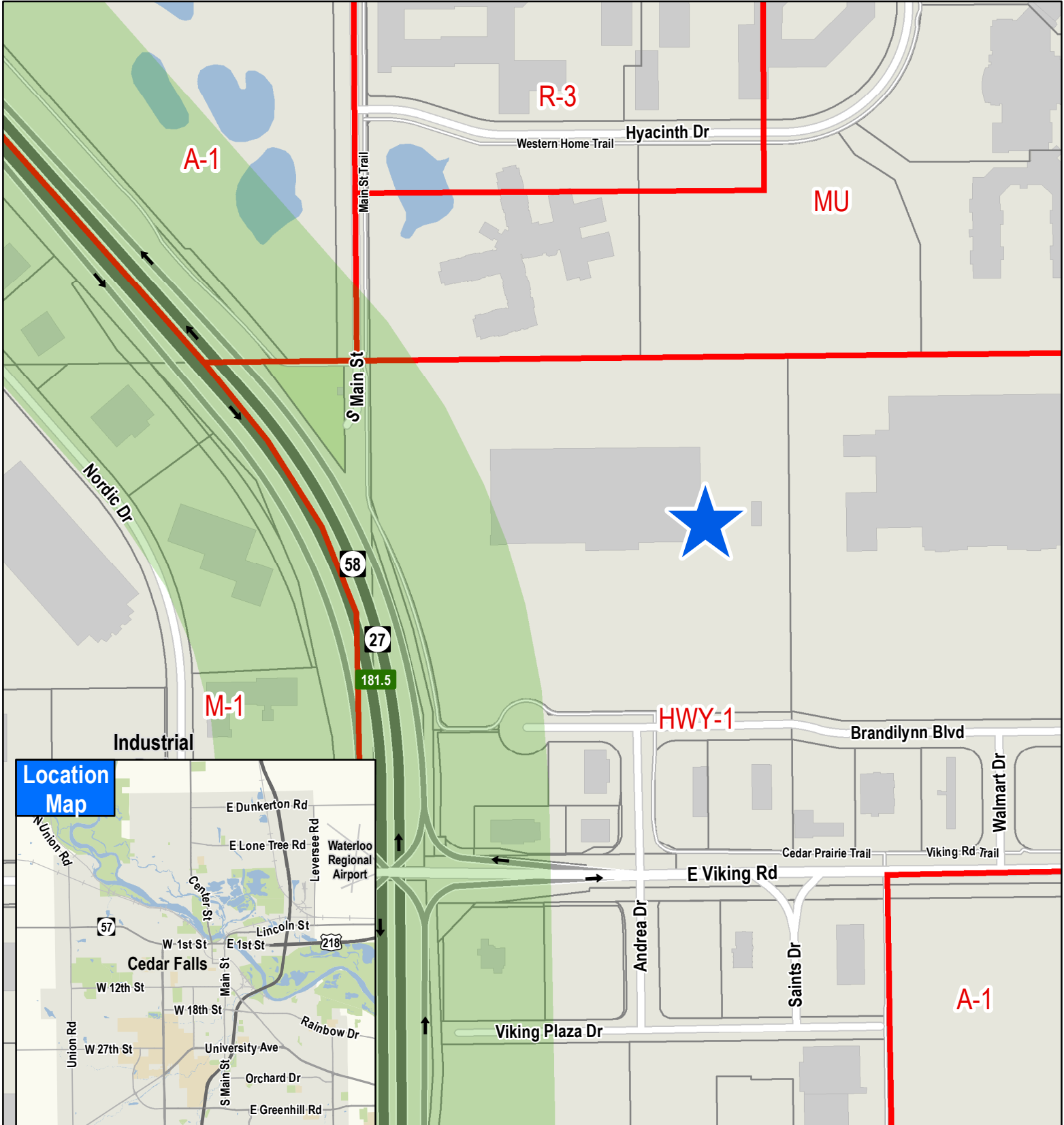
Discussion & Vote 4/28/2021 Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that this is the second time the item has been brought before the Commission and briefly re-capped the information previously discussed. Staff recommends approval of the item.

Mr. Holst made a motion to approve the item. Ms. Lynch seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.

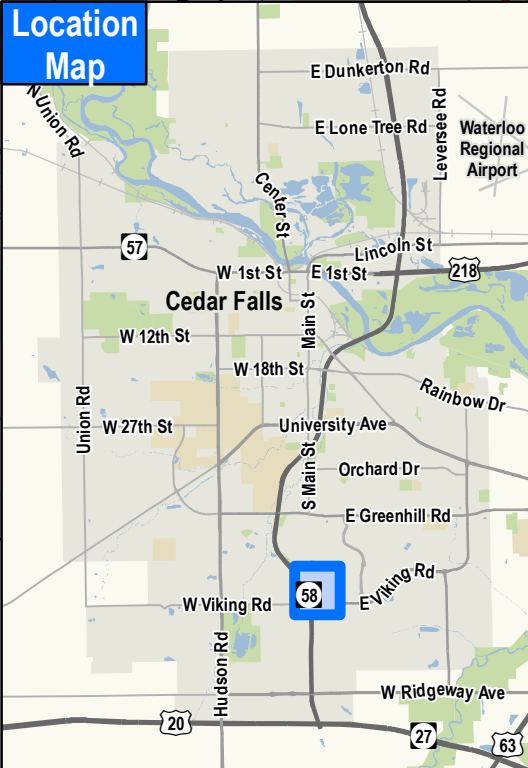
Cedar Falls Planning and Zoning Commission

April 28, 2021

Item 37.



Location Map



**Blain's Corner 2nd Addition Minor Plat
219 Brandilynn Blvd.**

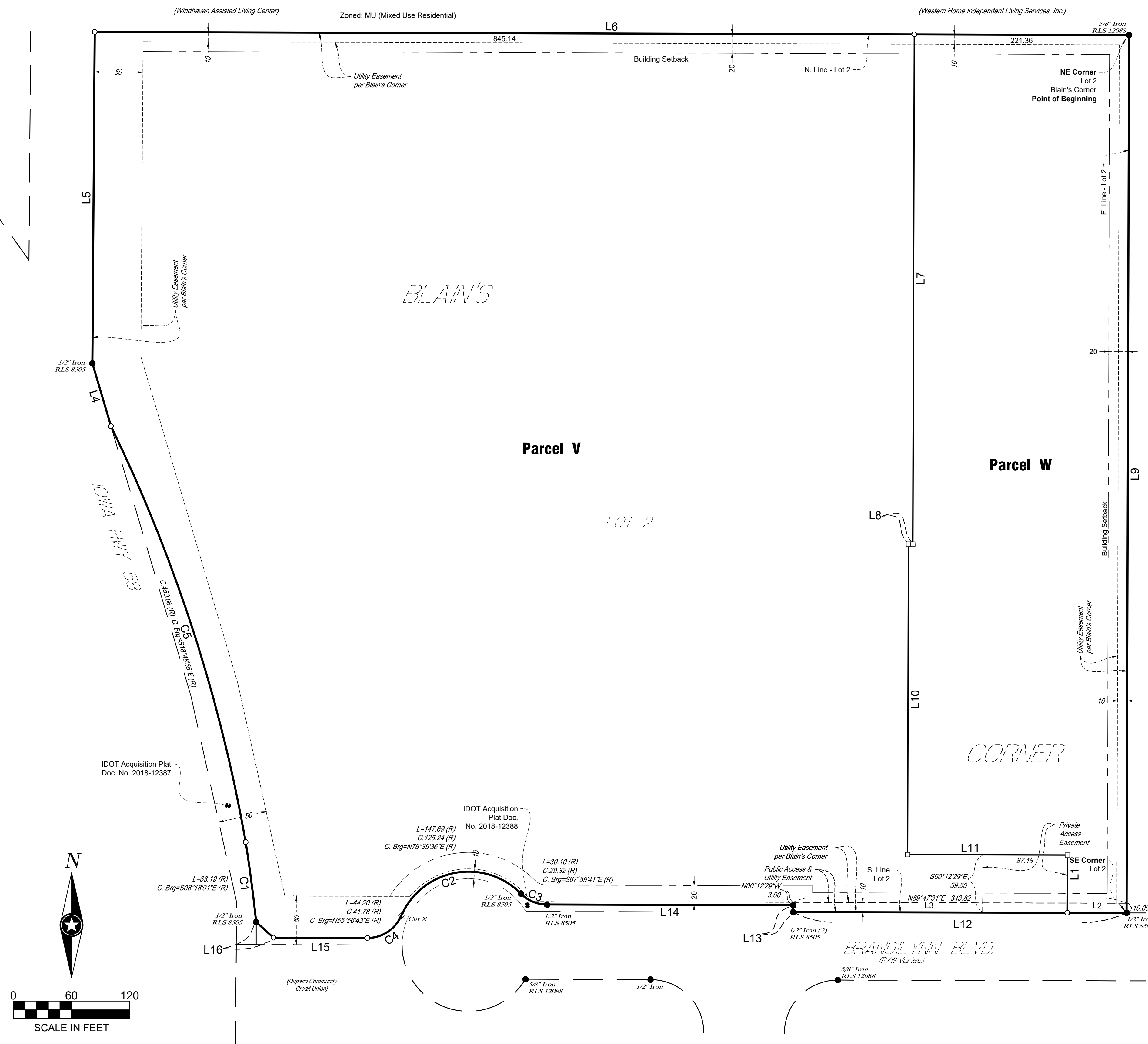
361

INDEX LEGEND	
PLAT OF SURVEY	
GENERAL DESCRIPTION:	Part of Lot 2, Blain's Corner, Cedar Falls
PROPRIETOR:	Davenport Farm and Fleet, Inc.
PLAT PREPARED FOR:	Aldi, Inc.
PLAT PREPARED BY:	Daniel L. Stueber
COMPANY NAME:	ISG
OFFICE ADDRESS:	115 E. Hickory St. Suite 300 Mankato, MN 56001
PHONE:	507-387-6651

PLAT OF SURVEY

BLAIN'S CORNER 2ND ADDITION MINOR SUBDIVISION PLAT

Part of Lot 2, Blain's Corner
Cedar Falls, Iowa
Black Hawk County, Iowa



LEGAL DESCRIPTION PARCEL V:
Lot 2, Blain's Corner to Cedar Falls, Black Hawk County, Iowa, except that part conveyed to the State of Iowa in Doc. #2018-12387 and except that part conveyed to City of Cedar Falls in Doc. #2018-12388

ALSO EXCEPT
That part of Lot 2, Blain's Corner to Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the northeast corner of said Lot 2; thence South 00 degrees 12 minutes 29 seconds East (assumed bearing) on the east line of said Lot 2, a distance of 904.96 feet to the southeast corner of said Lot 2; thence South 89 degrees 47 minutes 31 seconds West on the south line of said Lot 2, a distance of 61.00 feet; thence North 00 degrees 12 minutes 29 seconds West, 59.50 feet; thence South 89 degrees 47 minutes 31 seconds West, 164.92 feet; thence North 00 degrees 12 minutes 29 seconds West, 320.16 feet; thence North 89 degrees 47 minutes 31 seconds East, 4.56 feet; thence North 00 degrees 12 minutes 29 seconds West, 525.38 feet to a point on the north line of said Lot 2; thence North 89 degrees 48 minutes 51 seconds East on said north line, 221.36 feet to the point of beginning.

LEGAL DESCRIPTION PARCEL W:
That part of Lot 2, Blain's Corner to Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the northeast corner of said Lot 2; thence South 00 degrees 12 minutes 29 seconds East (assumed bearing) on the east line of said Lot 2, a distance of 904.96 feet to the southeast corner of said Lot 2; thence South 89 degrees 47 minutes 31 seconds West on the south line of said Lot 2, a distance of 61.00 feet; thence North 00 degrees 12 minutes 29 seconds West, 59.50 feet; thence South 89 degrees 47 minutes 31 seconds West, 164.92 feet; thence North 00 degrees 12 minutes 29 seconds West, 320.16 feet; thence North 89 degrees 47 minutes 31 seconds East, 4.56 feet; thence North 00 degrees 12 minutes 29 seconds West, 525.38 feet to a point on the north line of said Lot 2; thence North 89 degrees 48 minutes 51 seconds East on said north line, 221.36 feet to the point of beginning.

GENCO
LOT 5
ADDITION

Parcel Line Table				
Line #	Length	Bearing	Record Length	Record Bearing
L1	59.50	N0°12'29"W		
L2	61.00	S89°47'31"W		
L3	282.82	S89°47'31"W		
L4	67.60	N16°53'12"W		
L5	341.82	N0°02'09"E		
L6	1066.50	N89°48'51"E		
L7	525.38	N0°12'29"W		
L8	4.56	N89°47'31"E		
L9	904.96	S0°12'29"E		
L10	320.16	N0°12'29"W		
L11	164.92	S89°47'31"W		
L12	343.82	S89°47'31"W		
L13	7.00	N0°12'29"W		S00°41'17"E
L14	253.96	S89°47'31"W	253.90	N89°18'43"E
L15	96.80	S89°47'31"W		N89°16'09"E
L16	24.12	N48°15'47"W	24.06	S48°47'09"E

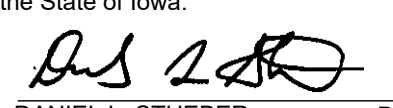
- NOTES:**
- The basis of bearing for this Plat of Survey is the east line of Lot 2, Blain's Corner, said line bears South 00 degrees 12 minutes 29 seconds East.
 - Owner/Subdivider:
Davenport Farm and Fleet, Inc.
PO Box 5391
Janesville, WI 53547
 - Zoning: HWY-1 (Highway Commercial District)
Setbacks
Building
Front - 20 feet
Side - 20 feet (City staff indicated no interior side setbacks enforced)
Rear - 20 feet
 - The error of closure is better than 1:10,000
 - Address of Parcel V - 219 Brandilynn Blvd.

AREA TABLE
Parcel V: 716,932 sq. ft. - 16.46 acres
Parcel W: 192,247 sq. ft. - 4.41 acres
This plat or Subdivision has been reviewed by the City of Cedar Falls, Iowa.

Signature of City of Cedar Falls _____ Date _____
Zoning Ordinance Administrator

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	83.14'	1633.00'	2°55'01"	N7°48'48"W	83.13'
C2	147.55'	75.50'	111°58'13"	S79°04'19"W	125.16'
C3	30.02'	38.00'	45°15'55"	S67°34'32"E	29.25'
C4	44.24'	38.00'	66°42'18"	N56°26'22"E	41.78'
C5	452.07'	1626.69'	15°55'23"	N18°19'39"W	450.62'

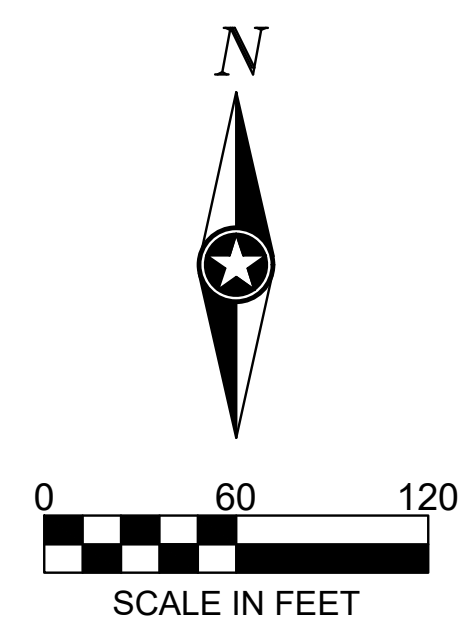
I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.


 DANIEL L. STUEBER
 License Number 19880
 My License renewal date is 12/31/21
 Pages covered by this seal 2

Date: 5/12/21

PN: 16-19997
Sheet 1 OF 2
Surveyed by: DLS
Survey Date: 2/18/21
Rev. Date: 5/12/21

DRAWN BY: KH
PLOT DATE: 5/12/21
CAD FILE NAME: 1889.PLT



Prepared by and after recording return to:
 William S. Vernon
 SIMMONS PERRINE MOYER BERGMAN PLC
 115 Third Street SE, Suite 1200
 Cedar Rapids, IA 52401
 Phone (319)366-7641

**Owner's Statement, Dedication of Easements and Description of Public Improvements
 For Blain's Corner 2nd Addition Minor Subdivision Plat**

THIS OWNER'S STATEMENT, DEDICATION OF EASEMENTS AND DESCRIPTION OF PUBLIC IMPROVEMENTS FOR BLAIN'S CORNER 2ND ADDITION MINOR SUBDIVISION PLAT (this "**Statement and Declaration**") is executed, delivered and made effective as of this ____ day of _____, 2021 by Davenport Farm & Fleet, Inc., an Iowa corporation ("**DFF**").

Background Information

A. DFF is the owner of that certain real property previously described as Lot 2, Blain's Corner to Cedar Falls, Black Hawk County, Iowa, excepting therefrom that part of Lot 2 conveyed to the State of Iowa in Warranty Deed recorded January 25, 2018, as Document Number 2018-12387, and excepting therefrom that part of Lot 2 conveyed to the City of Cedar Falls, Iowa, recorded January 25, 2018 as Document Number 2018-12388 (the "**Blain's Lot 2 Property**").

B. On or about the date hereof, DFF submitted for recording a Plat of Survey for Blain's Corner 2nd Addition Minor Subdivision Plat (the "**Minor Subdivision Plat**"), pursuant to which the Blain's Lot 2 Property was subdivided into two (2) parcels, "**Parcel V**", as legally described on **Exhibit A** attached hereto, and "**Parcel W**", as legally described on **Exhibit B** attached hereto.

C. In connection with the Minor Subdivision Plat, the City of Cedar Falls, Iowa (the “City” has required that DFF grant certain easements over Parcel V and Parcel W in favor of the City, as described herein.

DECLARATION

1. Declaration. DFF hereby gives, grants and conveys to the City a non-exclusive easement over, upon, and across those portions of Parcel V and Parcel W noted on the Minor Subdivision Plat as “Public Access & Utility Easement”, where an accessway/sidewalk will be constructed pursuant to Section 2 below (the “Easement Area”). This easement shall be for the purpose of ingress, egress and access by the general public between and among the public recreational trail to the west and other public and private property to the east. Said easement shall be perpetual in nature and shall be deemed to run with the land and shall be binding upon DFF and its successors and assigns.

2. Construction of Sidewalk. The owner of Parcel W agrees to construct within the Easement Area a public accessway/sidewalk that is made of concrete and is five feet wide and four inches thick. Upon the conveyance of Parcel W from DFF to a third party, the purchaser of Parcel W shall be solely responsible for, and assume all obligations with respect to, such construction. Said accessway/sidewalk shall connect to the public recreation trail on the west and extend to the east boundary of Parcel W. Said construction shall be completed prior to issuance of an occupancy permit for the building to be constructed on Parcel W. The public accessway/sidewalk shall be constructed in conformance with City ordinances, rules, regulations and standards.

3. Miscellaneous.

a. This Statement and Declaration shall be governed by and construed in accordance with the laws of the State of Iowa.

b. The captions contained in this Statement and Declaration are included only for convenience of reference and do not define, limit, explain or modify this Statement and Declaration or its interpretation, construction or meaning and are in no way to be construed as a part of this Statement and Declaration.

c. All recorded easements affecting Parcel V and Parcel W prior to the Minor Subdivision Plat shall be recognized as continuing in effect and service and shall not be considered rescinded by the Minor Subdivision Plat.

d. DFF acknowledges for itself and for all successor owners of Parcel V and Parcel W that no further subdivision of Parcel V or Parcel W will be allowed unless such subdivision is approved by the City in accordance with all applicable laws, ordinances, and regulations then in effect with respect to subdivision of property within the City.

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IN WITNESS WHEREOF, the DFF has caused this Statement and Declaration to be executed by its duly authorized representative, to be effective as of the date first above written.

DFF:

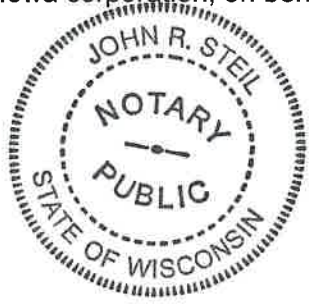
Davenport Farm & Fleet, Inc.,
an Iowa corporation

By: *Jane Blain Gilbertson*
Jane Blain Gilbertson,
President / CEO

STATE OF Wisconsin
COUNTY OF Rock

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 26th day of May, 2021, by Jane Blain Gilbertson, President / CEO of **Davenport Farm & Fleet, Inc.**, an Iowa corporation, on behalf of said corporation.



JRS
Notary Public for Rock County
My Commission expires: 12/31/2022

EXHIBIT A

Parcel V Legal Description

PARCEL V OF BLAIN'S CORNER 2ND ADDITION MINOR SUBDIVISION PLAT BEING A PART OF LOT 2, BLAIN'S CORNER TO CEDAR FALLS, BLACK HAWK COUNTY, IOWA, WHICH PLAT THEREOF WAS RECORDED MAY _____, 2021 AS DOCUMENT NUMBER _____.

Exhibit B

Parcel W Legal Description

PARCEL W OF BLAIN'S CORNER 2ND ADDITION MINOR SUBDIVISION PLAT BEING A PART OF LOT 2, BLAIN'S CORNER TO CEDAR FALLS, BLACK HAWK COUNTY, IOWA, WHICH PLAT THEREOF WAS RECORDED MAY _____, 2021 AS DOCUMENT NUMBER _____.

ISG
115 E. Hickory Street Suite 300, Mankato MN 56001

Phone: (VOICE) 507-387-6651

CERTIFICATE OF SURVEY

I, Daniel L. Stueber, a licensed land surveyor in the State of Iowa, Mankato, Minnesota, hereby certify that I have made a survey of the property with the following description:

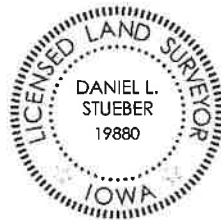
LEGAL DESCRIPTION:

Lot 2, Blain's Corner to Cedar Falls, Black Hawk County, Iowa, except that part conveyed to the State of Iowa in Doc. #2018-12387 and except that part conveyed to City of Cedar Falls in Doc. #2018-12388.

The foregoing described real estate is to be hereafter known and designated as "BLAIN'S CORNER 2ND ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA."

I further certify that the accompanying plat is a true representation thereof in accordance with my field notes of said survey, has been prepared in accordance with the laws of the State of Iowa relating thereto, and the figures in said plat representing distances are in feet and decimals of feet; and that said survey and plat contain and shown any and all surplus and any and all deficiencies from former surveys of record and that iron stakes are set at all lot corners by one year from this date.

Dated this 20th day of April, 2021



Daniel L. Stueber
P.L.S. No. 19880
State of 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 (JD), City Planner I
Ben Claypool, PhD, EI, Civil Engineer II
DATE: June 3, 2021
SUBJECT: Aldi's Grocery Store Site Plan

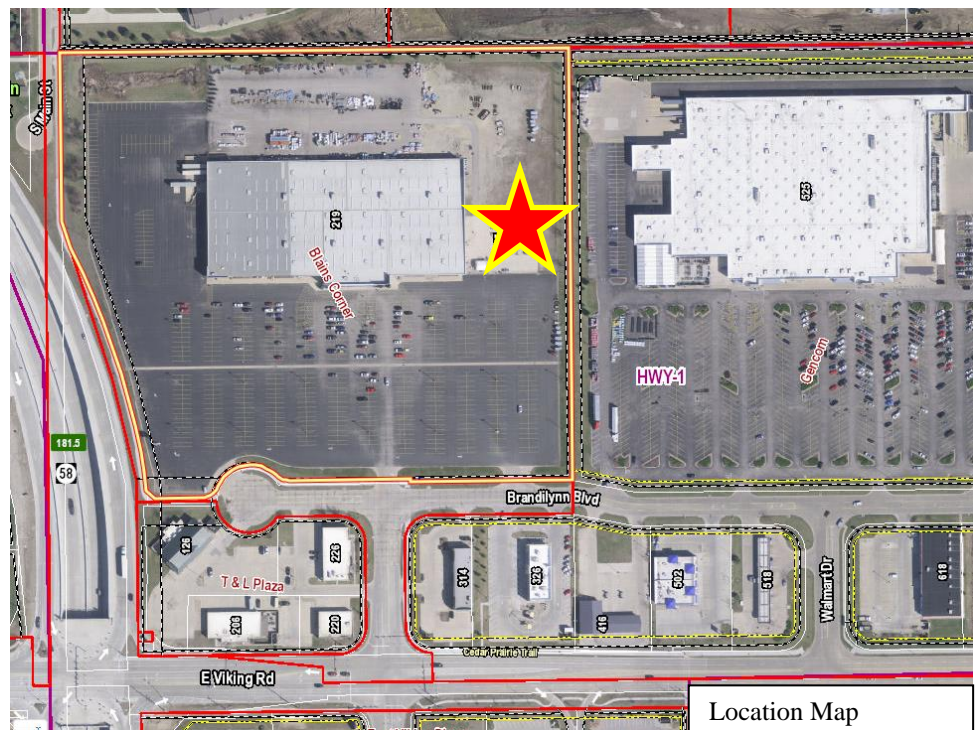
REQUEST: Site plan approval for construction of a new Aldi's. (Case # SP21-005)

PETITIONER: Davenport Farm and Fleet INC, Owner ; Andrea Rand (ISG), Engineer

LOCATION: 315 Brandilynn Boulevard

PROPOSAL

The applicant proposes to construct up to two-story, 20,288 square foot grocery store, a locally recognized Aldi's store, on 315 Brandilynn Boulevard. The proposal is following the approval of the proposed Blain's Corner 2nd addition Minor plat. The proposal includes some site improvements, new signage, landscaping improvements, parking lot alterations, and a new building accommodating Aldi's Grocery store. The proposed layout of the building sits on about 4.41



Location Map

acres of land located on Brandilynn Blvd. and will be placed just east of the existing Blain's Farm and Fleet store. This project will include the removal of the excess storage area to the east of the existing Blain's building, where the proposed Aldi's store would sit.

BACKGROUND

The parcel was created by Blain's Corner Addition to Cedar Falls, Iowa in 1998. The property is in the HWY-1, Highway Commercial Zoning District.

This proposal is to develop Aldi's grocery store on parcel "W" which will be created after the approval of the proposed Blain's Corner 2nd addition Minor plat which aims to convert the existing Blain's lot into two commercial developable lots. The two commercial developable lots will then include a chunk of 16.47 acres utilized by the existing Blain's Farm and Fleet store and the rest 4.41 acres utilized by the proposed Aldi's grocery store.

ANALYSIS

The proposed site plan development is in the HWY-1 Highway Commercial Zoning District. The HWY-1 District is intended to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. The purpose of these regulations is to encourage high standards of building architecture, and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure. The ordinance requires a detailed site plan review before approval to ensure that the development site satisfies several basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development in the entire area.

Following is a review of the zoning ordinance requirements for the proposed development:

- 1) Use: A grocery store serving traveling public or a regional customer base is a permitted use in the HWY-1 District. **Use is allowed.**
- 2) Building Location: The proposed new Aldi grocery store will be located on "Parcel W", after the approval of submitted Blain's Corner 2nd Addition Minor Plat. The proposed new building will be placed in line with the existing Blain's Farm and Fleet store to the west. As per code, a 20-foot setback consisting of landscape material shall be established around the perimeter of the district. This 20-foot setback should be free of any structure or parking areas. The proposed site plan follows the required 20 feet setback along the south, east, and north property line by the provision of required landscaping. In addition, a 10-foot building setback is proposed along the west property line to break the visual barrier between Blain's and Aldi's building. The proposed building footprint is approximately 20,300 square feet, which is significantly less compared to the adjacent buildings to east

and west. The site plan shows that the building might be expanded northward in the future by extending the north wall.

The building will have two main public ingress/egress areas along the south wall of the building and will have a door each on the west, east, and north façade to access site areas for staff.

The site plan shows one access point to the proposed building and parking lot which will be part of the shared access easement from Blain’s site. The access point will be from Brandilynn Boulevard. **Building setbacks are satisfied.**

- 3) Parking: The parking requirement for the new building is 92 parking stalls (4.5 stalls per 1000 square feet of gross floor area). The provided site plan shows 172 parking stalls, which includes 6 ADA stalls. Parking is provided in the south and east areas of the lot. The site plan shows minor adjustments to accommodate additional green space, landscaped islands, and other landscaped buffer areas. The parking meets the zoning standards with 9’ x 19’ stalls and 22’ wide aisles. **The amount and dimension of the parking stalls and drives are met.**
- 4) Open Space Requirements: This property is located within the HWY-1 Highway Commercial Zoning District. This zoning district requires that open space/landscaping requirements be provided at the rate of 10% of the total development site area excluding the perimeter setback area. Following is a summary of the landscape plan that details how this provision is met.

New Development Site	192,252 SF	
Required Open/Green Space	19,225 SF	10%
Provided Open/Green Space	64,144 SF	34%

Landscaping is shown throughout the site, both around the building as well as within the parking lot, and along the streets within required setbacks.

The open green space exceeds the minimum requirement and is well distributed.

- 5) Landscaping: The HWY-1 Highway Commercial Zoning District requires minimum landscaping at the rate of 0.02 points per sq. ft. of total development site area as far as zoning district requirement is concerned. This can be achieved with the planting a combination of trees and shrubbery. A minimum of 0.75 points per linear foot of street frontage shall be planted with Street tree plantings. Besides, tree plantings and other landscape treatments shall be required within designated parking areas to provide shade and visual relief in large parking areas.

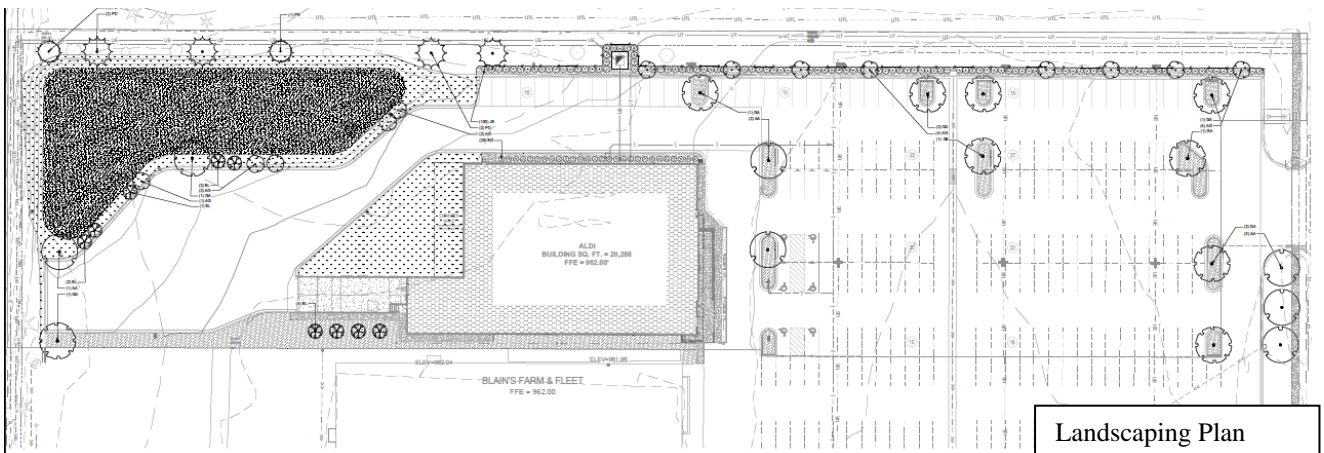
Parking Lot Improvisation Requirement: Peripheral landscaping and internal landscaping are also required if existing off-street parking lots are altered or enlarged, in whole or in part. Peripheral landscaping requirements include

placement of continuous landscaped strip not less than 5 feet in width and at least three feet in height, and one tree for every 50 lineal feet of landscaping barrier to screen the parking areas from the public streets and abutting lots. And Internal landscaping requirement includes placement of one overstory tree for every 21 parking stalls to shade the internal parking areas.

Overall, the total required landscaping points is 3,940 points which include 3,775 Site area points and 165 street frontage points. In response, the applicant proposes landscaping points summing to 4,020 Points (3,780 site points & 240 street frontage points). Planting point details can be seen in the attached landscaping plan for review.

Also, about 12 parking lot trees are required as per calculation, in response applicant proposes 12 parking lot trees including 2 existing site trees.

Overall, landscaping on the site is well distributed on all three sides of the building including parking lot screening with shrubs and trees along the east lot line, landscaping islands with trees and ground cover. **Landscaping requirements are met.**



- 6) **Design Review:** As per HWY-1 Highway Commercial Zoning district, all structures established within the district shall be reviewed for architectural compatibility with surrounding structures. The review must also focus on building materials, exterior materials on all sides, coloration, roof-line, size, and location of windows and doors, facades, and signage. The elements in the code are noted below with a review of how each is addressed. **Overall, staff finds that the proposed building design meets the zoning standards based on the following analysis.**

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.



The scale and proportion of the new building will be slightly smaller than the adjacent building to the west and east, which includes Wal-Mart and Blain's Farm and Fleet Store. And the proposal will be slightly bigger than the commercial building to the south, which houses a couple of retail stores. Both the buildings to the west and east are about two stories in height, the proposed building will also look somewhat similar with only the south façade extending at an angle to emphasize the look of the building. The maximum height of the proposed building is about 29 feet, which just extends on the southwest section of the building. Rest

all the building facades are no taller than 19 feet in height. The width of the face is comparatively smaller to the Wal-Mart store to the east and Blain's store to the west, as the building area is a lot smaller than the big box stores in the surrounding. **Staff finds that the proposal is consistent with neighboring buildings and with the height allowances in the zoning district.**

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

The adjacent buildings utilize flat roofs with a parapet around the edge and enhanced entrance features like adding more massing and heights than the entire building. The new building will likewise utilize a flat roof with metal coping around the edge and will highlight the entrance area of the building by extending the south face of the building from 19 feet to 29 feet that will span the one-way inclined roof over the entrance. The roofing style of the proposed building matches the existing roofing styles of the neighboring building. An enhanced entrance area with the inclined roof will be enhancing the store façade.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The new building will feature an aluminum curtain wall system and glass on the south façade of the building as few openings. The rest of the facades will be mostly blank with few door openings to access outdoor site areas. Because of the nature of the use of the store, most of the facades are blank except for the south façade, which is the entrance to the building. Overall, the building materials and patterns meet the city's standards.

Materials and texture: Materials and texture. The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

Glass, Curtain Wall, Glass, brick masonry, aluminum composite panels, and fiber cement exterior cladding are the exterior materials proposed for the new building. Most of the materials will provide a slightly rough texture as the majority of the building facades are finished with brick masonry. Several smooth finishes will be observed along the south building façade as there are different materials and textures used to enhance the entrance of the building. In total, approximately 70% of the building will be made up of brick masonry, 15% mixture of aluminum composite panels and fiber cement cladding, and 15% glass.

The adjacent buildings are constructed almost entirely of concrete masonry or fiber cement sidings. Staff finds the proposed building materials will enhance the building and will create a distinctive look.

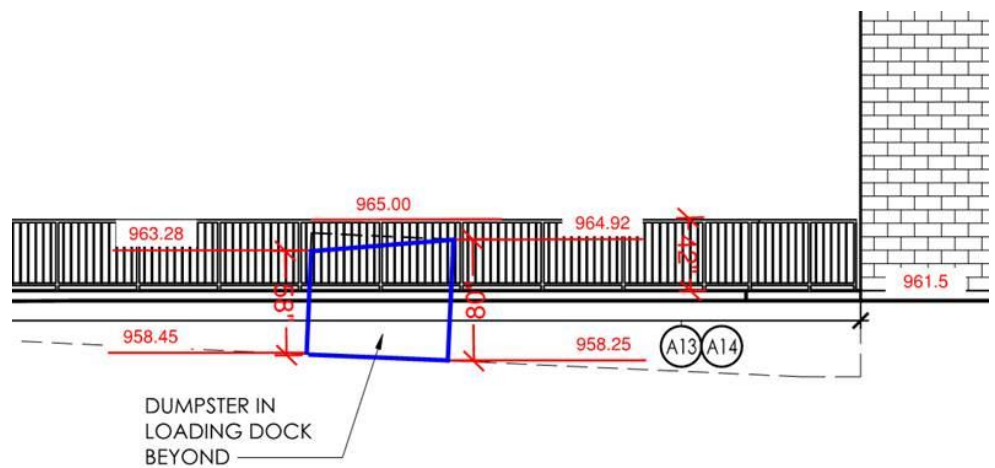
Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

The new building will primarily include dark chocolate/grey tone as part of brick masonry while the contrasting tones of silver colors will be seen along the south façade of the building. To enhance the entrance a wooden color fiber cement cladding will be seen along the entrance area.

Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

The architectural style is similar to traditional big-box store design in nature. Architectural features of the new building include an inclined roof over the heightened entrance area of the building located along the south wall. The building will mostly utilize a flat roof except for the entrance area. Rooflines are similar to the surrounding building except for the increased heightened area on the south-west corner of the building, which provides a unique identity to the building. The color choice also stands out while the materials are generally consistent with the neighbors.

- 7) Trash Dumpster Site: The dumpster enclosure is located behind the building, along the North wall of Aldi's building. Trash dumpster is about 6.5 feet in height (as shown to the right) and will be placed in loading dock area, with the lower half completely covered and upper half will be covered partially with 3.5 feet high galvanized steel guard rail details have not been provided yet including the size and enclosure details. **Staff finds no major concern with the placement of the dumpster.**



- 8) Lighting: The HWY-1 District regulations do not have specific lighting design guidelines. The applicant has proposed both wall mount lights to highlight the building on all three sides and pole lights with a single head, triple head, and quad head that highlight the parking lot on the site. All the lights are downcast and their illumination will not be bothering neighboring properties. A detailed site lighting plan and light fixture schedule have been attached to the packet for review. **Lighting is acceptable.**
- 9) Signage: For the proposed new building, two wall signs are illustrated on the building; one facing south and another facing east. As per code, wall sign areas cannot exceed 20 percent of the surface area of the single wall to which it is affixed. No more than two wall surfaces of any single structure may be utilized for sign displays. Both wall sign areas meet the code requirement.

Besides, the applicant is proposing a free-standing sign to highlight the new Aldi's grocery store in the south-eastern part of the lot. As per code, it is recommended that signs located in the yard area nearest to adjacent major roadway be limited to a maximum height of 25 feet above the surface of the roadway or 40 feet, whichever is less. The commission and council may deviate from this recommended standard in consideration of the following circumstances: unusually large site; ten acres or more; unusual topographic circumstances that limit visibility of signage. The proposed freestanding sign is 40 feet in height and 120 square feet in area, and therefore is not compliant with the height regulations. Staff recommends changing the height of proposed free standing sign from 40 feet to 25 feet to be compliant by zoning regulations. This signage will be placed 10 feet northward from the south property line as required by the code.

Also, the applicant is also proposing to remove the existing Blain's free-standing sign advertising "Blain's Farm and Fleet" along Highway 58 and want to replace it with a new free-standing sign that advertises both "Aldi's" and "Blain's Farm and Fleet" meeting all the code requirements. An off-premise sign is usually not allowed in HWY-1 zone but because Blain's site is in HCG Highway Corridor and Greenbelt Overlay Zoning district and staff finds this a reasonable request as this sign would allow attracting traffic from the Highway and Intersection. As per free standing sign standards in HCG Corridor and Greenbelt Overlay Zoning district, the sign shall have a maximum of 25 feet above the surface of the highway or a maximum height of 40 feet above the grade on which they are mounted, whichever is less. The proposed sign is approximately 40 feet in height but staff notes that this will have to be revised to maximum possible height of 25 feet to meet the zoning code standards. Staff notes that no new free-standing sign will be allowed on Blain's site as they have used the maximum sign area allowance on site. Both freestanding signs proposed meet the code requirement, sign details have been attached with the packet for additional review. **Proposed Signage for Aldi's lot highlighting Aldi's and the new proposed sign on Blain's lot highlighting both Blain's and Aldi will have to be revised to maximum height of 25 feet to be compliant with zoning regulations.**

- 10) Sidewalks: There is a 5-foot-wide PCC sidewalk proposed in the site plan which will extend the portion of Cedar Prairie Trail to the eastern lot line from its existing location. This will allow pedestrian traffic to access the building. This sidewalk will be placed 5 feet north to the south property line and will be over the existing 10 feet utility easement. To accommodate the sidewalk, a 5 feet wide public pedestrian access easement has been noted on both the minor plat and the site plan. The sidewalk proposed provides good pedestrian circulation and meets City standards.
- 11) Storm Water Management: The stormwater management for this site will be taking the northeast corner of redevelopment and applying the current post-construction stormwater controls before this stormwater entering the existing stormwater facilities for the Blain's Farm and Fleet site. With storm sewer piping and a detention basin in the very NE corner, the full capture of the 100-year rainfall event will be released at a rate less than the existing 2-year storm, while also controlling water quality through a control structure with two operating weirs. In the event of a storm exceeding the 100-year event, there is an additional 1.05 feet of freeboard within the detention basin and outlet structure that will allow the temporary on-site capacity. **The stormwater management plan meets City requirements and will be approved by the engineering division with the Maintenance and Repair Agreement.**

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the Hwy 1 Site Plan for the proposed Aldi's. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. Water is available from a privately owned 12" water main in front of the proposed Aldi's that serves two fire hydrants, one on the east side and one on the south side of Blain's. The Aldi's preliminary construction plans incorrectly show this 12" water main as a 6" main. The construction plans show relocating the east fire hydrant. Existing valving will require the interruption of the fire protection during this hydrant relocation work. Gas services are owned, installed, and maintained by CFU. If the primary heat source for the new building is natural gas, CFU will install the gas service at no cost to the owner. Plans show the proposed electric transformer location east of the proposed building. The building electrical contractor will install the conduits and electric service from the building to the transformer. High speed fiber service for internet, cable TV, and phone is available to the building site. CFU suggests the electric construction contractor install an additional conduit from the building to the electric transformer site for future fiber installation. Please have the general contractor contact CFU for coordination of utility service locations.

All technical errors have been addressed in the revised drawing submitted for review. City staff has attached revisions for review in the packet.

A courtesy notice to surrounding property owners was mailed on April 7, 2021.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted HWY-1 Site plan for Aldi's at their regular meeting on 28th April 2021 with a vote of 8 ayes and 0

nays. The Community Development Department also recommends approval, subject to the following conditions:

1. The developer must address all comments and directions specified by the Planning and Zoning Commission.
2. The developer's plan must conform to all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Discussion
4/14/2021

Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that the proposal is to develop a 20,299 square foot Aldi grocery store which will be created after the approval of the proposed Blain's Corner 2nd addition minor plat. He discussed the basic information regarding the site plan, including setbacks, access points, lot lines and the trash location. He explained the requirements with regard to parking and open/green space, as well as the proposed sidewalk and landscaping plans. Mr. Atodaria provided renderings of the proposed signage and where it would be located if approved, as well as the design review, which includes proportion, roof shape/pitch/direction, pattern, materials, color and architectural features. He discussed the technical comments that still need to be addressed by the applicant and noted that they believe they will be completed by the next Commission meeting. At this time the item is just for discussion and public comment.

Mr. Schrad asked if the proposed detention area meets the requirements for the square footage of the parking lot. Mr. Atodaria explained that it has been met.

Mr. Larson asked what the technical issues are that still need to be resolved. Mr. Atodaria explained that they include the trash enclosure detail, updating the labeling of the water main, and technical comments to be reflected on the plan and the minor plat.

Discussion
& Vote
4/28/2021

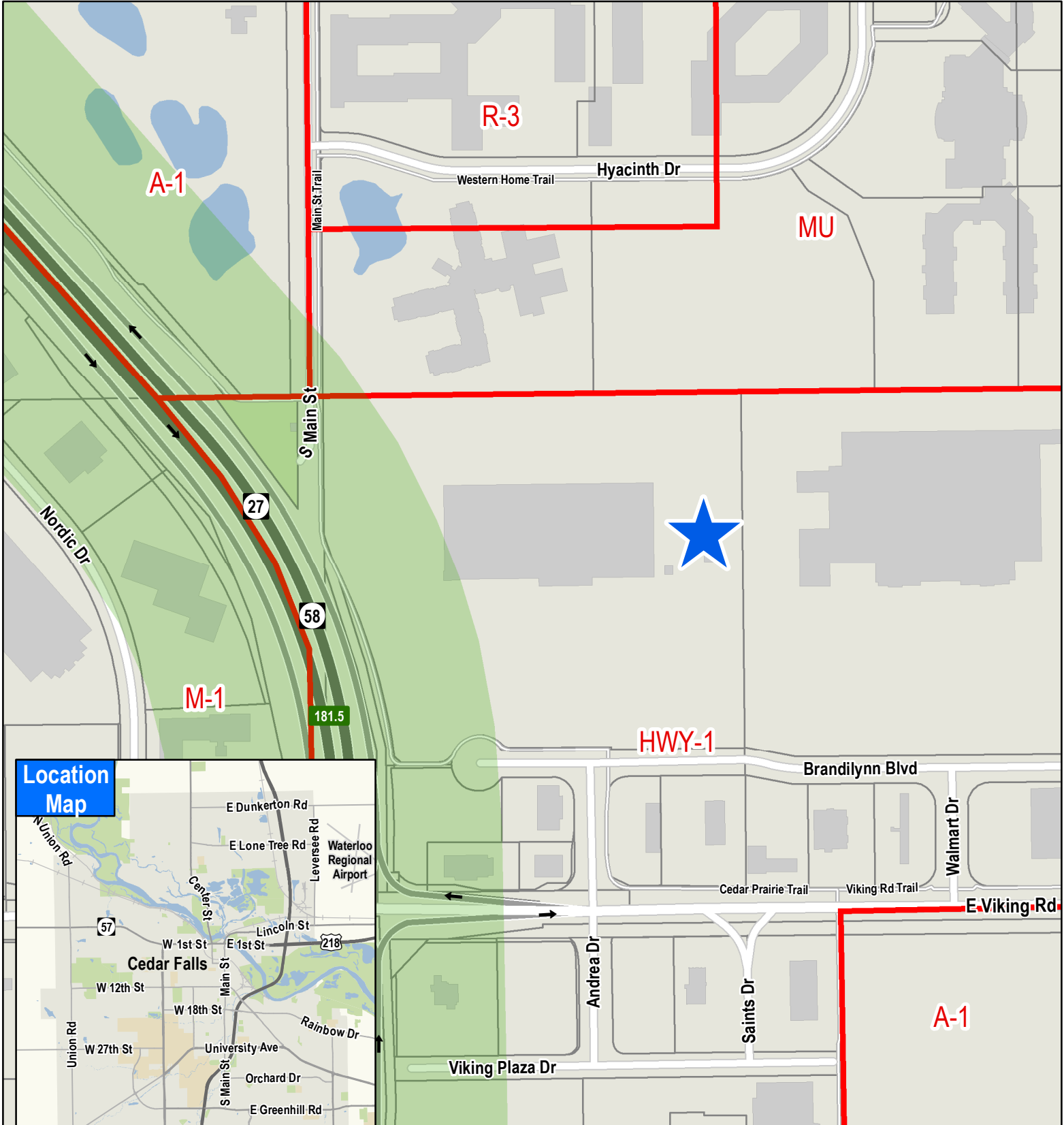
Chair Leeper introduced the item and Mr. Atodaria provided background information, noting that this item was also discussed at the last meeting. He gave a brief re-cap of the project and noted that staff recommends approval of the site plan.

Ms. Saul made a motion to approve the item. Ms. Lynch seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.

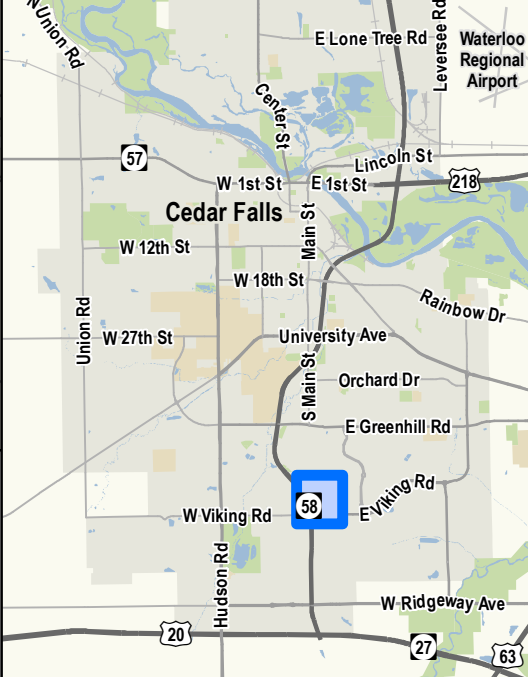
Cedar Falls Planning and Zoning Commission

April 28, 2021

Item 38.



Location Map



New Aldi's Grocery Store Site Plan

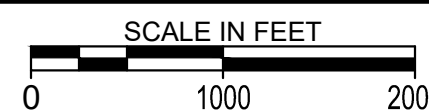
315 Brandilynn Blvd.

380



CITY OF CEDAR FALLS, IOWA

LOCATION MAP



CIVIL PLAN ABBREVIATIONS:

AC	ACRE	CJ	CONTROL JOINT	EOF	EMERGENCY OVERFLOW	GPM	GALLONS PER MINUTE	J-BOX	JUNCTION BOX	OC	ON CENTER	REBAR	REINFORCING BAR	TRANS	TRANSFORMER
ADA	AMERICANS WITH DISABILITIES ACT	CL	CENTERLINE	EQ	EQUAL	GV	GATE VALVE	JT	JOINT	OC	ON CENTER EACH WAY	REM	REMOVE	TV	TELEVISION
ADD	ADDENDUM	CMP	CORRUGATED METAL PIPE	EX	EXISTING	HDPE	HIGH DENSITY POLYETHYLENE	LF	LINEAR FEET	OH	OVERHEAD	ROW	RIGHT OF WAY	T/W	TOP OF WALL
AFF	ABOVE FINISHED FLOOR	CO	CLEANOUT	FDC	FIRE DEPARTMENT CONNECTION	HD	HANDHOLE	LN	LINEAR	OZ	OUNCE	R/W	RIGHT OF WAY	TYP	TYPICAL
AGG	AGGREGATE	CONC	CONCRETE	FDN	FOUNDATION	HH	HANDHOLE	LPS	LOW PRESSURE STEAM	HD	HANDHOLE	SAN	SANITARY	UT	UTILITY, UNDERGROUND
APPROX	APPROXIMATE	CONST	CONSTRUCTION	FFE	FINISHED FLOOR ELEVATION	HORIZ	HORIZONTAL	LS	LUMP SUM	PED	PEDESTAL, PEDESTRIAN	SCH	SCHEDULE	UT	UTILITY, UNDERGROUND
ARCH	ARCHITECT, ARCHITECTURAL	CONT	CONTINUOUS	HR	HOUR	LS	LOWEST STRUCTURAL OPENING	PERF	PERFORATED	SF	SQUARE FOOT	SCH	SCHEDULE	VCP	VITRIFIED CLAY PIPE
BFE	BASINMENT FLOOR ELEVATION	CT	CUBIC YARD	FPS	FEET PER SECOND	HWL	HIGH WATER LEVEL	MAX	MAXIMUM	PL	PROPERTY LINE	SPEC	SPECIFICATION	W/O	WITHOUT
BIT	BITUMINOUS	C&G	CURB AND GUTTER	FT	FOOT, FEET	HWY	HIGHWAY	MB	MAIL BOX	PP	POLYPROPYLENE	SQ	SQUARE	W/	WITH
CAD	COMPUTER-AIDED DESIGN	DEMO	DEMOLITION	FTG	FOOTING	HYD	HYDRANT	MECH	MECHANICAL	PSI	POUNDS PER SQUARE INCH	STA	STATION	YD	YARD
CB	CATCH BASIN	DIA	DIAMETER	GAL	GALLON	GA	GALVE	MH	MANHOLE	PVC	POLYVINYL CHLORIDE	SY	SQUARE YARD	YR	YEAR
CFS	CUBIC FEET PER SECOND	DIM	DIMENSION	GAL	GALLON	ID	INSIDE DIAMETER	MIN	MINIMUM	PVMT	PAVEMENT	T/C	TOP OF CURB		
CF	CUBIC FOOT	DS	DOWNSPOUT	GALV	GALVANIZED	IN	INCH	MISC	MISCELLANEOUS	QTY	QUANTITY	TEL	TELEPHONE		
CI	CAST IRON	EA	EACH	GC	GENERAL CONTRACTOR	INV	INVERT	NO	NUMBER	RAD	RADIUS	TEMP	TEMPORARY		
CIP	CAST IRON PIPE	ELEC	ELECTRICAL	GFE	GARAGE FLOOR ELEVATION	IP	IRON PIPE	NTS	NOT TO SCALE	RCP	REINFORCED CONCRETE PIPE	THRU	THROUGH		
CIPC	CAST IN PLACE CONCRETE	ELEV	ELEVATION	GL	GUTTER LINE	IPS	IRON PIPE SIZE	NWL	NORMAL WATER LEVEL	RD	ROOF DRAIN	TNHF	TOP NUT OF FIRE HYDRANT		

PROJECT ADDRESS / LOCATION:

**219 BRANDILYNN BLVD
CEDAR FALLS, IOWA 50613**

**BLACKHAWK COUNTY
S25 T89N R14W**

SITE SUMMARY

ZONING:	HWY-1, HIGHWAY COMMERCIAL DISTRICT		
	ALDI SITE	BLAIN'S SITE	TOTAL SITE
SITE/LOT AREA:	192,252 SF / 4.413 AC.	731,739 SF / 16.799 AC.	923,991 SF / 21.212 AC.
IMPERVIOUS AREA:	128,066 SF / 2.940 AC.	634,974 SF / 14.577 AC.	763,040 SF / 17.517 AC.
GREENSPACE PROVIDED:	64,144 SF / 1.473 AC.	96,806 SF / 2.222 AC.	160,950 SF / 3.695 AC.
PARKING REQUIREMENTS (PER CITY CODE)			
TYPE	UNIT / AREA	STALLS REQUIRED	STALLS PROVIDED
10'x20'	4.5 / 1000 SF	92	166
ADA ACCESSIBLE		6	6
TOTAL:			172
SETBACKS			
		PARKING	BUILDING
FRONT YARD		20'-0"	30'-0"
SIDE YARD		20'-0"	20'-0"
REAR YARD		20'-0"	20'-0"

PROJECT GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
- CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
- WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN, WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ENGINEER BEFORE PROCEEDING WITH THE WORK.
- ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
- THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
- THE CONTRACTOR IS TO CONTACT "IOWA ONE CALL" FOR UTILITY LOCATIONS, MINIMUM 2 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (1-800-292-8989).

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF CEDAR FALLS REQUIREMENTS AND WITH THE 2018 EDITION OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) FOR PUBLIC IMPROVEMENTS, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE, ON THE IA RCS ZONE 5 COORDINATE SYSTEM, IN U.S. SURVEY FEET. ELEVATIONS HAVE BEEN REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). RTK GPS METHODS WERE USED TO ESTABLISH HORIZONTAL AND VERTICAL COORDINATES FOR THIS PROJECT.

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN JANUARY / 2021 BY ISG, INC.

CONSTRUCTION STAKING

OWNER TO PROVIDE 10 TRIPS TO THE CONSTRUCTION SITE FOR STAKING PURPOSES. STAKING SHALL INCLUDE ANY COMBINATION OF THE FOLLOWING: GRIDLINES WITH OFFSETS, ROUGH GRADE STAKING, UTILITIES, CURB & GUTTER, LIGHT POLES, SIGNS, SIDEWALK. ANY ADDITIONAL SURVEY WORK NEEDED OR REQUIRED SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EMPLOY AND PAY ISG, INC. CONTACT RYAN ANDERSON WITH ISG, INC. AT (952) 426-0699 FOR PRICING INFORMATION.

B.M. ELEVATION=964.26

TNHF LOCATED 17 FEET BACK OF SOUTH CURB LINE OF BRANDILYNN BLVD. APPROXIMATELY 75 FEET SOUTH OF THE SOUTHEAST PROPERTY CORNER

LEGEND

EXISTING	CITY LIMITS
SECTION LINE	QUARTER SECTION LINE
RIGHT OF WAY LINE	PROPERTY / LOT LINE
EASEMENT LINE	ACCESS CONTROL
WETLAND BOUNDARY	WETLAND / MARSH
FENCE LINE	CULVERT
STORM SEWER	SANITARY SEWER
SANITARY SEWER FORCEMAIN	WATER
GAS	OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC	UNDERGROUND TELEPHONE
UNDERGROUND TV	OVERHEAD UTILITY
UNDERGROUND UTILITY	UNDERGROUND FIBER OPTIC
CONTOUR (MAJOR)	CONTOUR (MINOR)
DECIDUOUS TREE	CONIFEROUS TREE
TREE LINE	MANHOLE/STRUCTURE
CATCH BASIN	HYDRANT
VALVE	CURB STOP
POWER POLE	UTILITY PEDESTAL / CABINET
PROPOSED	LOT LINE
RIGHT OF WAY	EASEMENT
CULVERT	STORM SEWER
STORM SEWER (PIPE WIDTH)	SANITARY SEWER
SANITARY SEWER (PIPE WIDTH)	WATER
GAS	OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC	UNDERGROUND TV
CONTOUR	MANHOLE
CATCH BASIN	HYDRANT
VALVE	

CIVIL SHEET INDEX

- C-010 SITE DATA
- C-020 SITE DETAILS
- C-021 SITE DETAILS
- C-022 SITE DETAILS
- C-023 SITE DETAILS
- C-024 SITE DETAILS
- C-025 PYLON SIGN DETAILS
- C-110 SITE EROSION CONTROL PLAN
- C-120 SITE EROSION CONTROL DETAILS
- C-210 EXISTING SITE & REMOVAL PLAN
- C-300 OVERALL SITE PLAN
- C-310 SITE PLAN
- C-320 SITE UTILITY PLAN
- C-321 BUILDING DETAIL PLAN
- C-410 SITE GRADING PLAN
- C-420 BUILDING GRADING PLAN
- C-510 SITE RESTORATION & PLANTING PLAN
- C-520 SITE PLANTING NOTES & DETAILS
- C-610 SITE LIGHTING PHOTOMETRICS PLAN
- C-620 SIGHT LIGHTING CATALOGUE PAGES

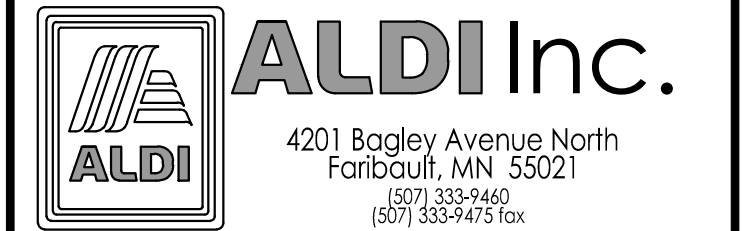
Issued: _____ Date: _____

A	SITE PLAN SUBMITTAL	02/19/21
B	PERMIT SET	03/19/21
C	BID SET	04/05/21
D		
E		

Revisions:	Date:
1	
2	
3	
4	
5	
6	
7	
8	
9	



MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
7900 INTERNATIONAL DRIVE
INTERNATIONAL PLAZA, SUITE 550
MINNEAPOLIS, MN 55425
PHONE: 952.426.0699



ALDI Inc. Store #: 64
CEDAR FALLS, IA
219 BRANDILYNN BLVD
CEDAR FALLS, IA 50613
BLACKHAWK COUNTY
Project Name & Location:

SITE DATA

Drawing Name:	ISG Project No.
Type: v7.0 ER	16-19997
Drawn By: JMF	C-010
Designed By: JMF	Drawing No.
Reviewed By: RJA	

SEAL

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

ANDREW T. BRANDEL

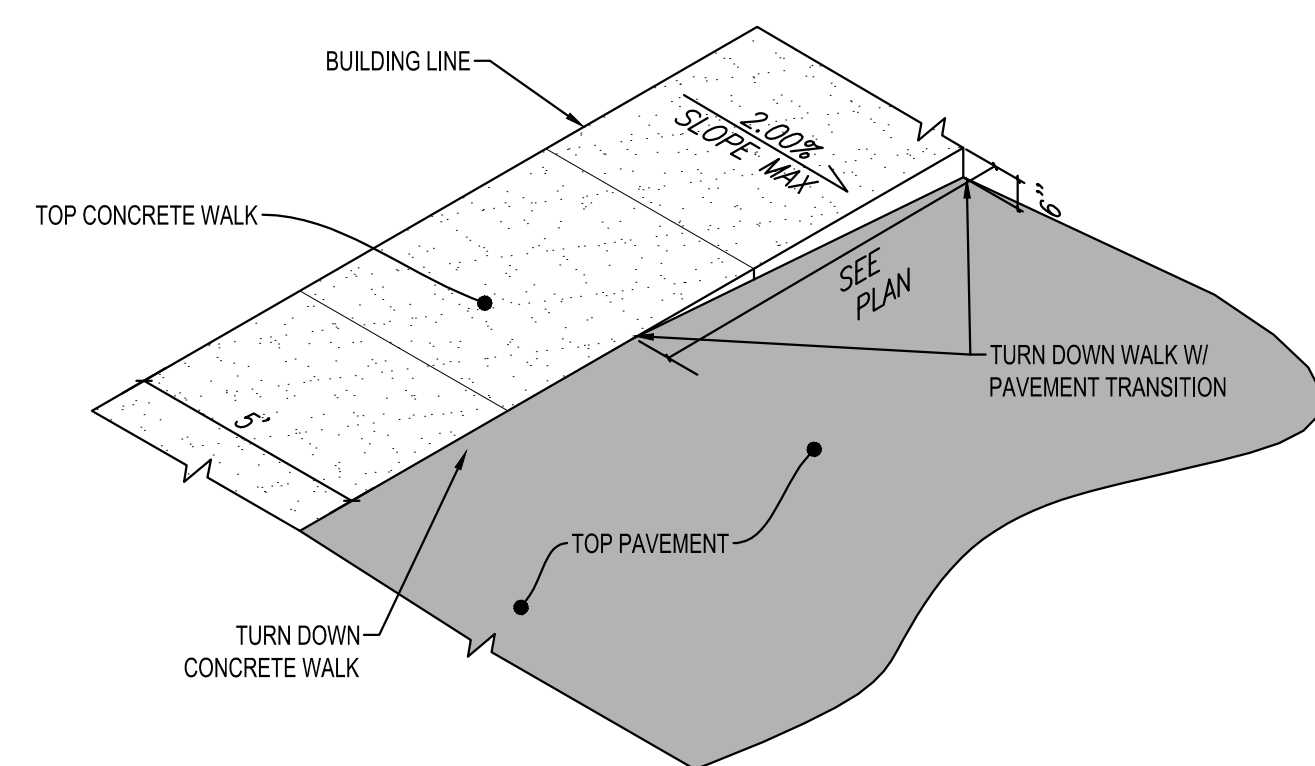
PRINTED SIGNATURE: *Andrew T. Brandel* 04/20/21

SIGNATURE: _____ SIGNATURE DATE: _____

12-31-2021

REGISTRATION EXPIRES

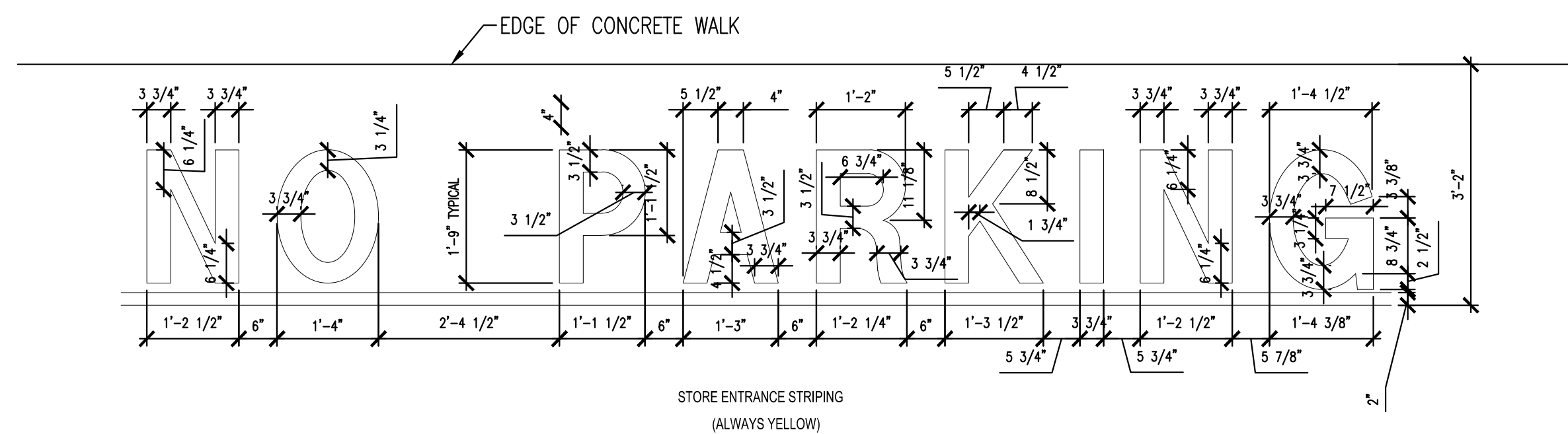
SHEETS COVERED BY THIS SEAL C-010 - C-620



* DIRECTION OF DETAIL MAY BE MIRRORRED

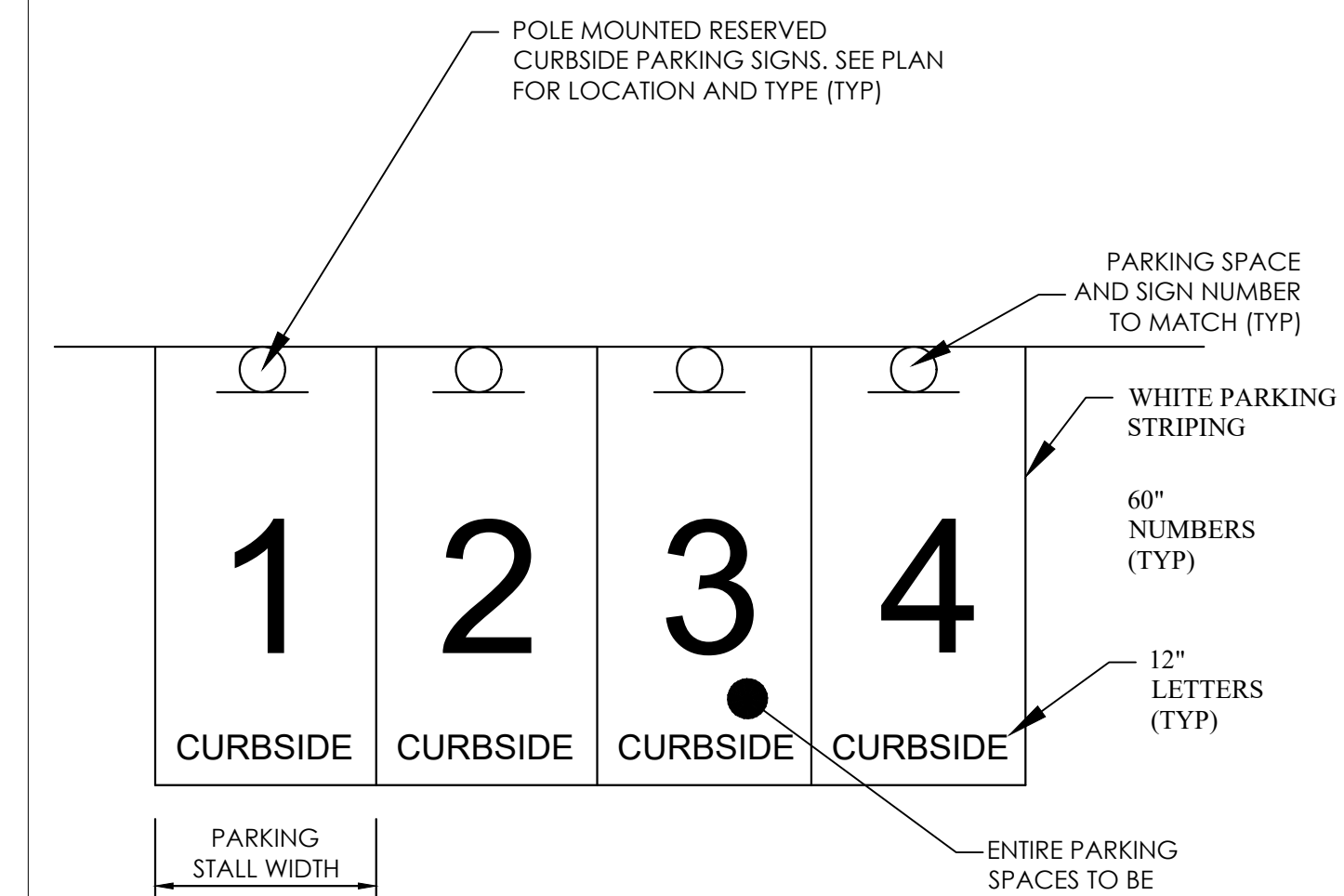
TURN DOWN WALK TRANSITION

N.T.S.



STORE ENTRANCE NO PARKING STRIPING DETAIL

N.T.S.



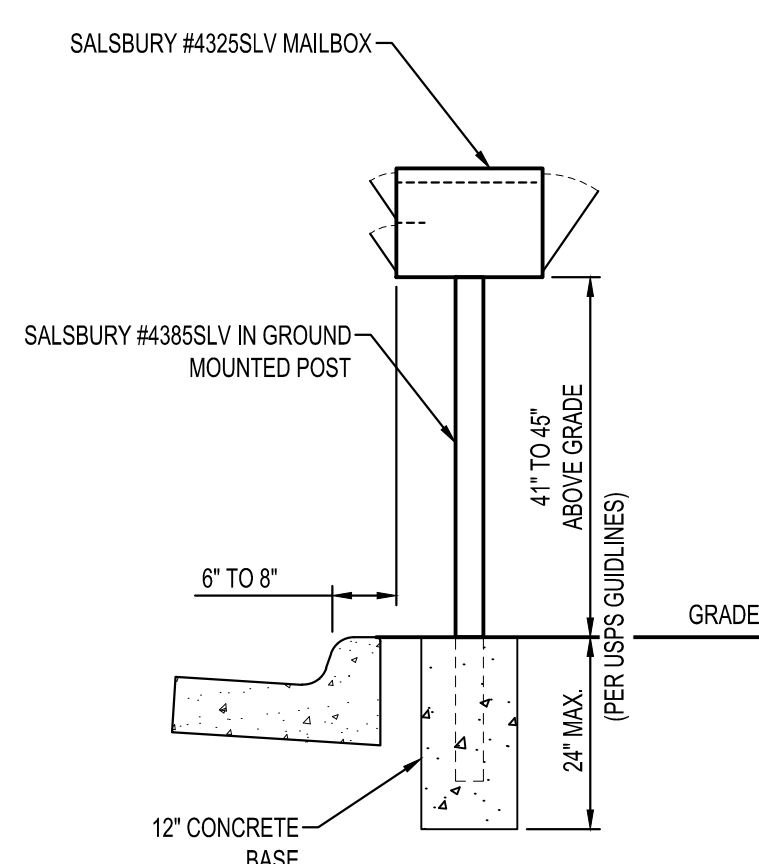
ALDI BLUE CUSTOM COLOR:

CCE COLORANT	OZ	32	64	128
L1-BLUE	-	63	1	1
R3-MAGENTA	-	5	-	1
Y3-DEEP GOLD	-	1	1	-

- ARIAL BOLD FONT SHALL BE USED FOR NUMBERS AND LETTERS
- PAINT SHALL BE SEALMASTERS "COLOR PAVE" OR "LIQUID THERMOPLASTIC" TRAFFIC MARKING. PAINT OR AS APPROVED BY ALDI C.M. CONTACT ROCHESTER JET-BLACK, GARY ROSSBROOK, 585-441-4125 FOR ORDERING.
- a. COLOR PAVE SHALL BE USED FOR NEW PAVEMENT
- b. LIQUID THERMOPLASTIC SHALL BE USED FOR OLDER PAVEMENT THAT HAS BEEN SEALED WITH A COAL TAR SEALER.
- SURFACE PREPARATION SHALL COMPLY WITH MANUFACTURERS REQUIREMENTS.
- SIGNS, NUMBERS AND WORDING TO BE PLACED CENTERED

CURBSIDE PARKING DETAIL

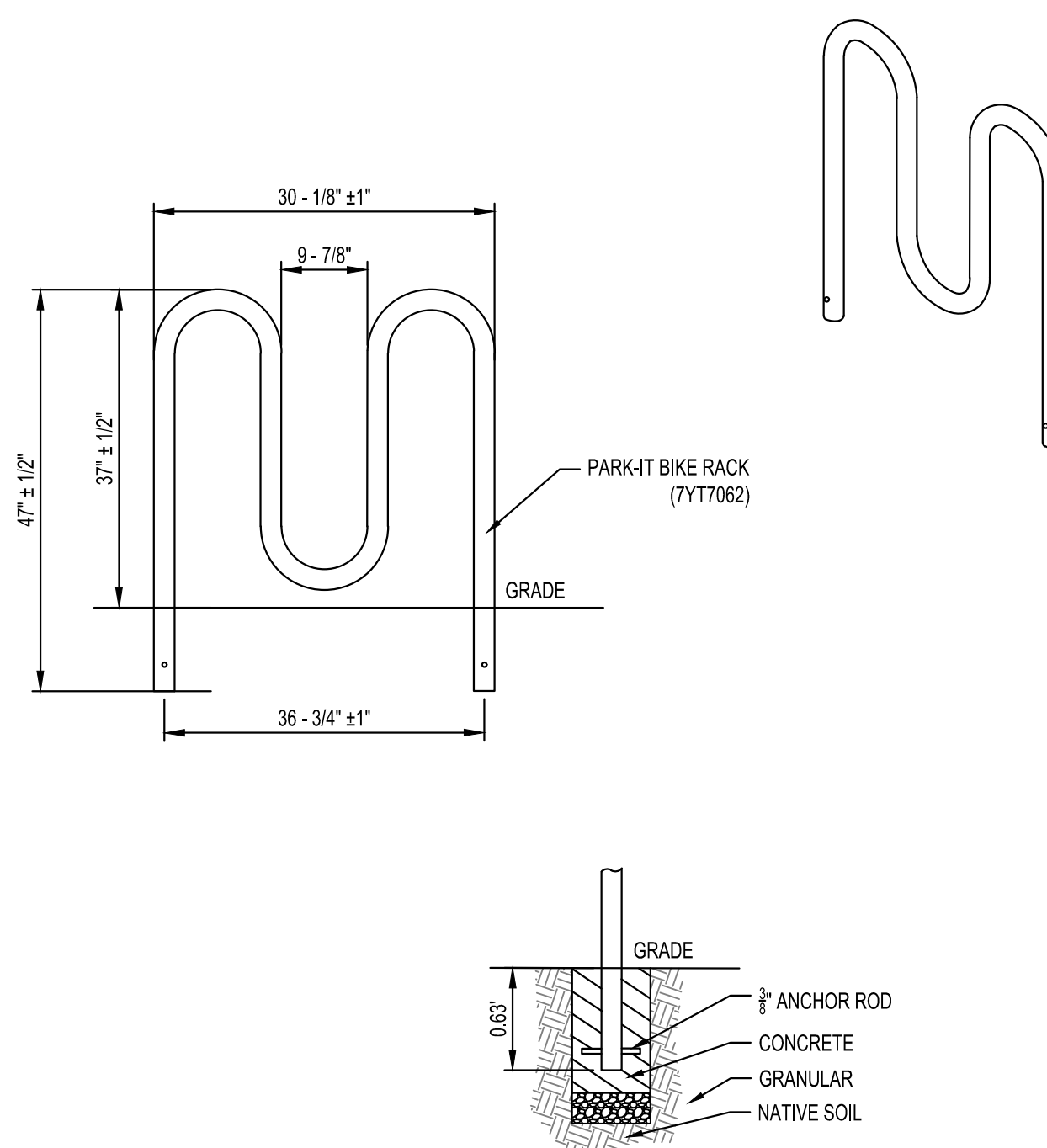
N.T.S.



ALDI MAILBOX W/ POST

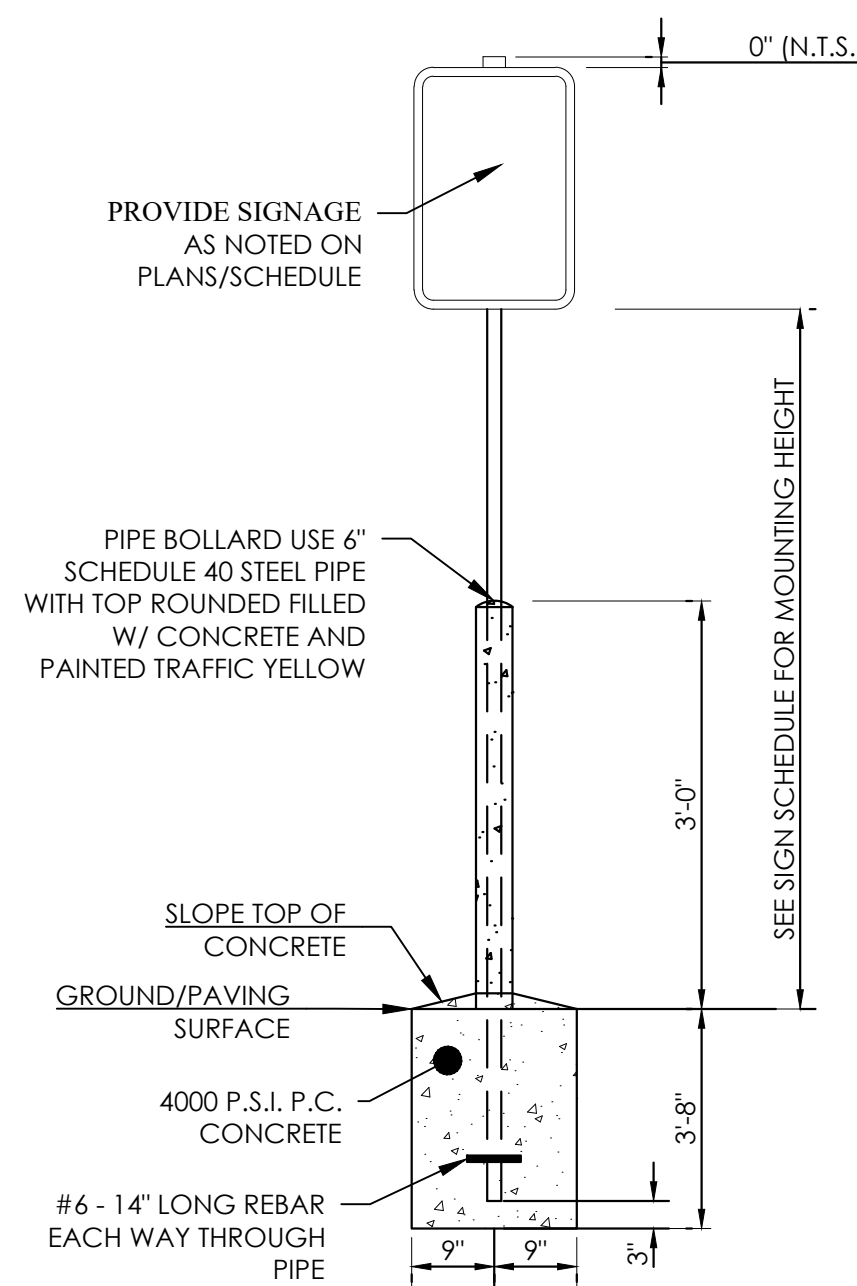
N.T.S.

*COORDINATE FINAL LOCATION WITH ALDI CONSTRUCTION MANAGER



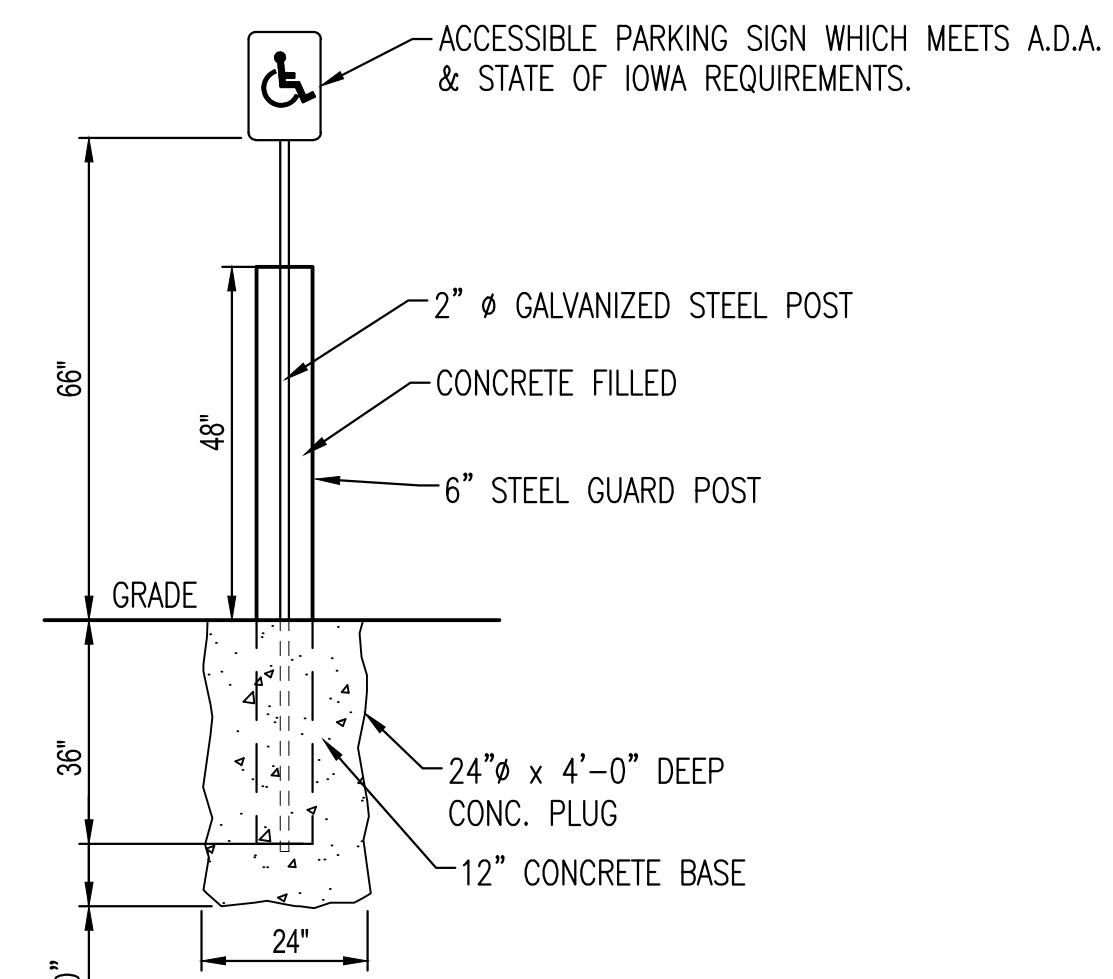
PARK-IT BIKE RACK (5 BIKES)

N.T.S.



SIGN POST W/ BOLLARD DETAIL

N.T.S.



ACCESSIBLE PARKING SIGN POST W/BOLLARD

N.T.S.

Issued:	Date:
A SITE PLAN SUBMITTAL	02/19/21
B PERMIT SET	03/19/21
C BID SET	04/05/21
D	
E	

Revisions:	Date:
1	
2	
3	
4	
5	
6	
7	
8	
9	



MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY

Project Name & Location:

SITE DETAILS

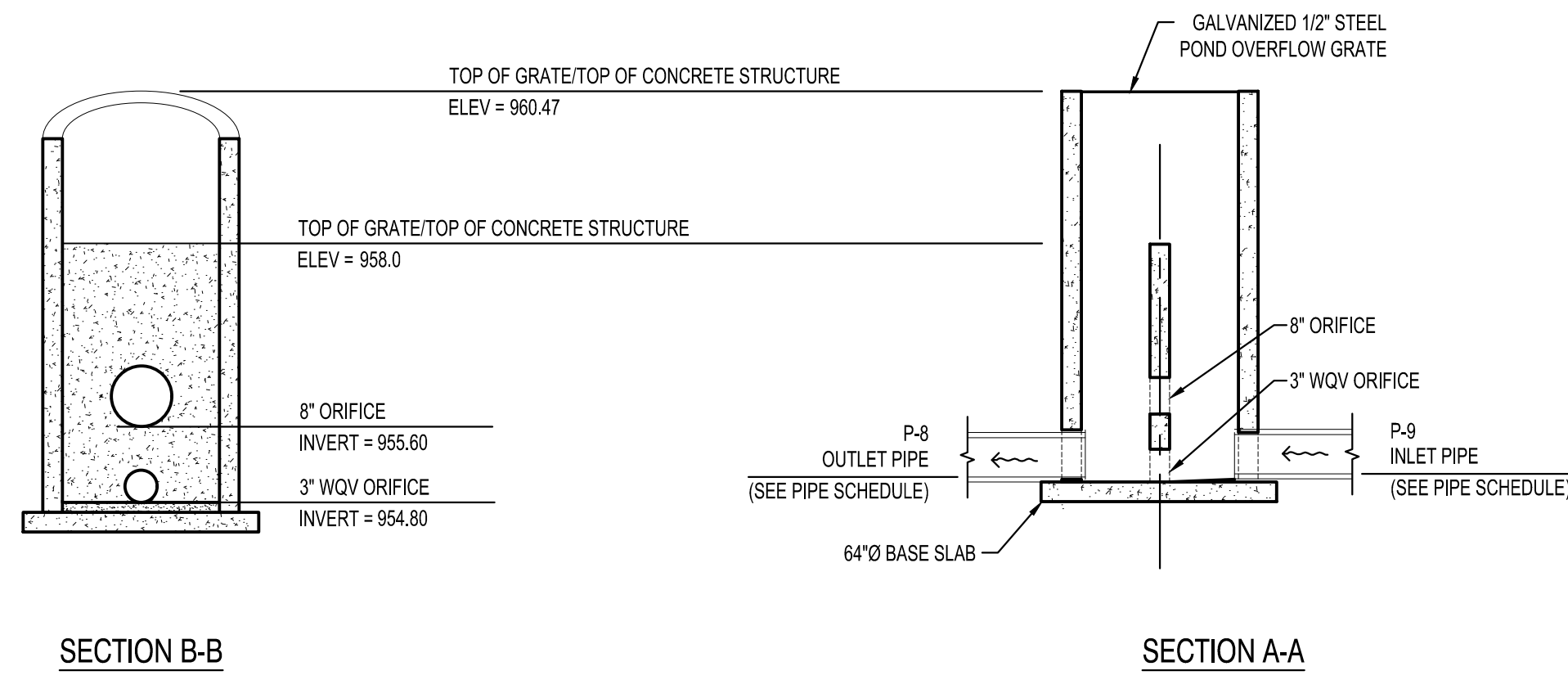
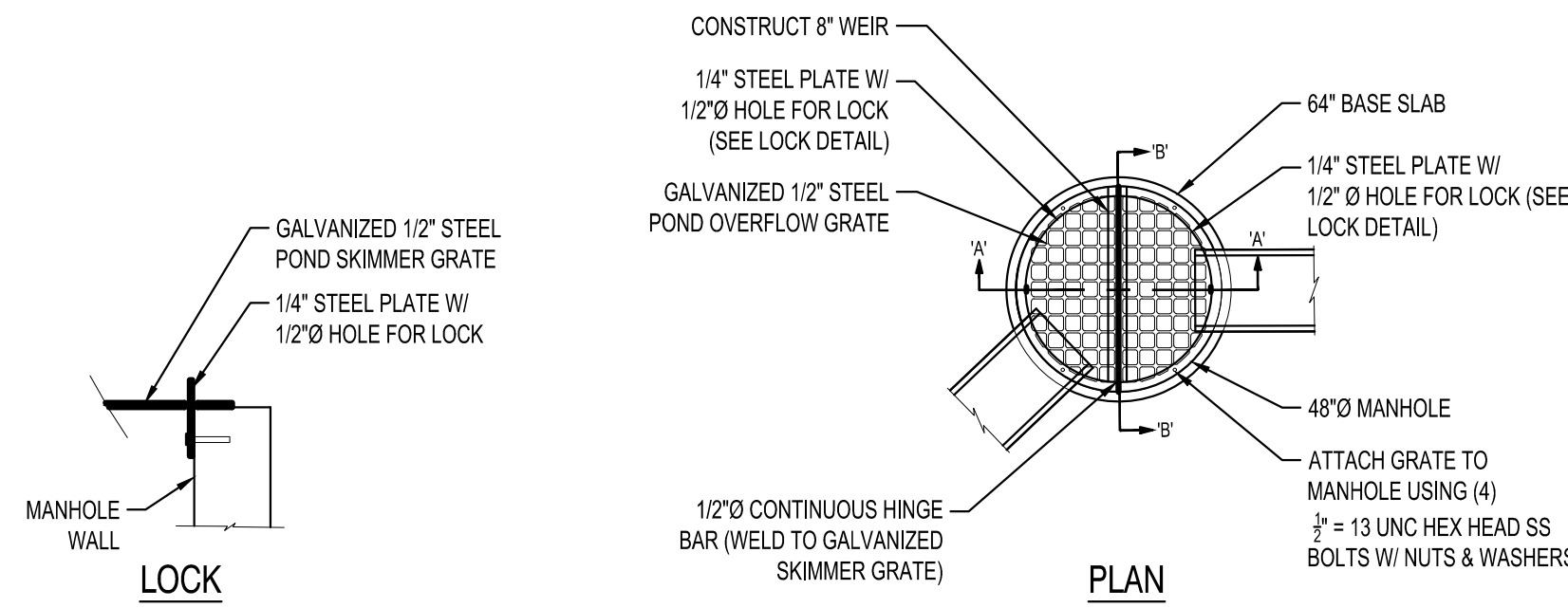
Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-020
Reviewed By: RJA	Drawing No.

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D	
E	

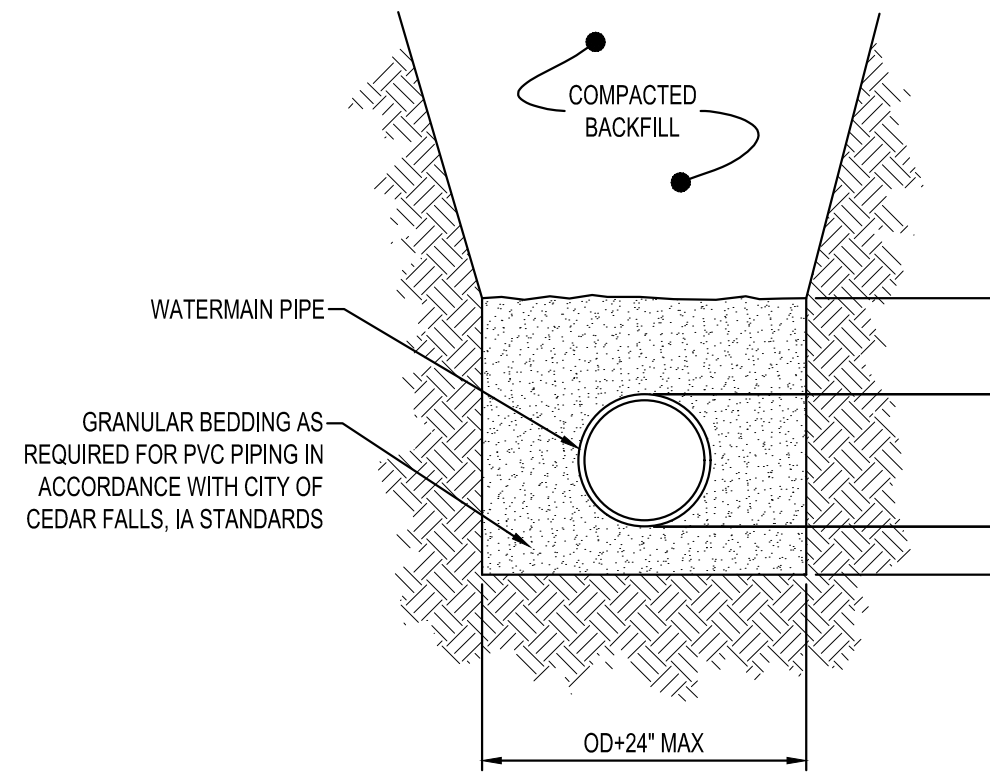
Revisions:	Date:
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NOTES:

GRIND EXPOSED FIELD & SHOP WELDS FLUSH WITH ADJACENT SURFACES.
 AFTER FABRICATION, GALVANIZE STRUCTURAL SHAPES AND MISCELLANEOUS ITEMS IN ACCORDANCE WITH ASTM A123.
 REPAIR DAMAGED & SCRATCHED GALVANIZED COATINGS AFTER INSTALLATION
 GROUT AROUND ALL PIPES ON INSIDE AND OUTSIDE OF MANHOLE



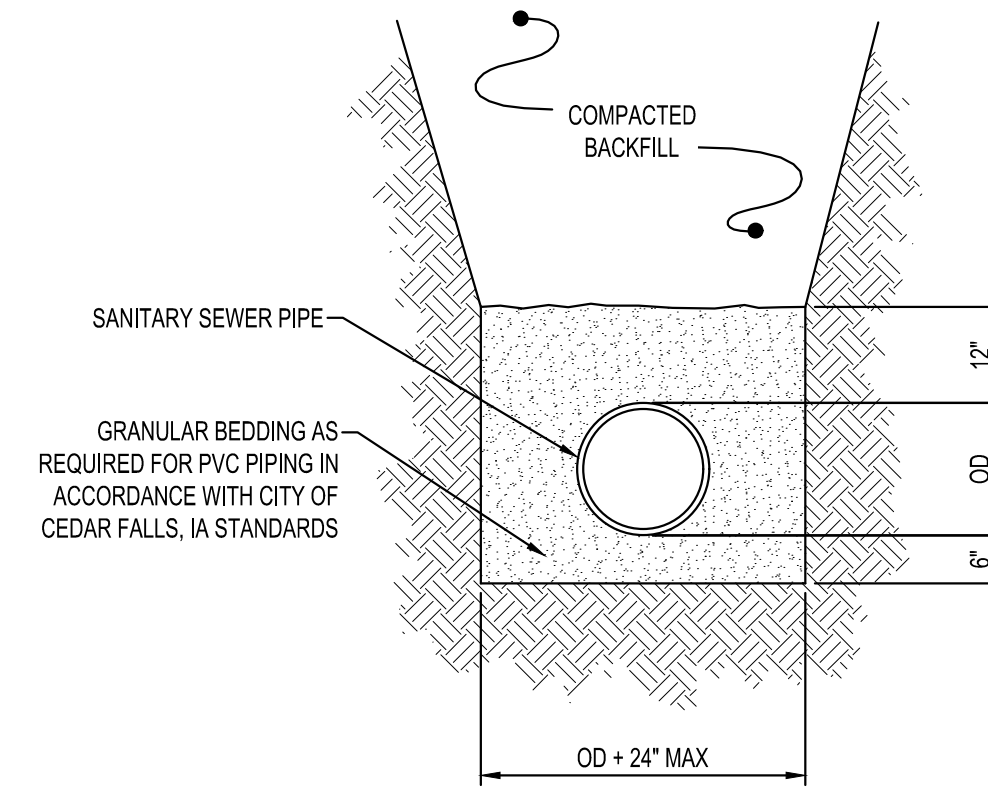
**A-3 (SW-401)
POND OUTLET STRUCTURE**
NTS



NOTE:

GRANULAR BEDDING AND ENCASEMENT FOR WATERMAIN PIPES SHALL BE INCIDENTAL TO CONSTRUCTION

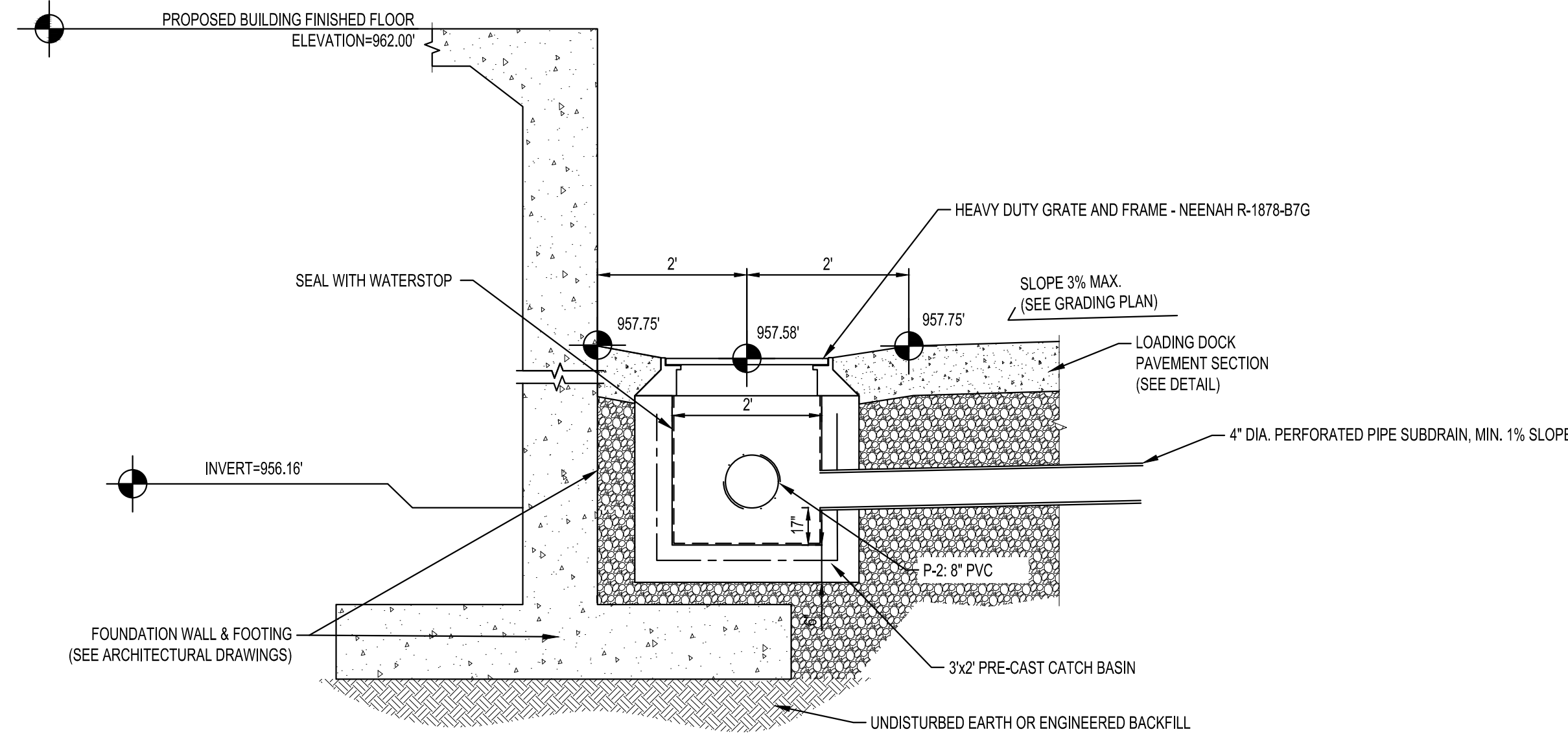
**PIPE BEDDING
WATER MAIN**
NTS WM300



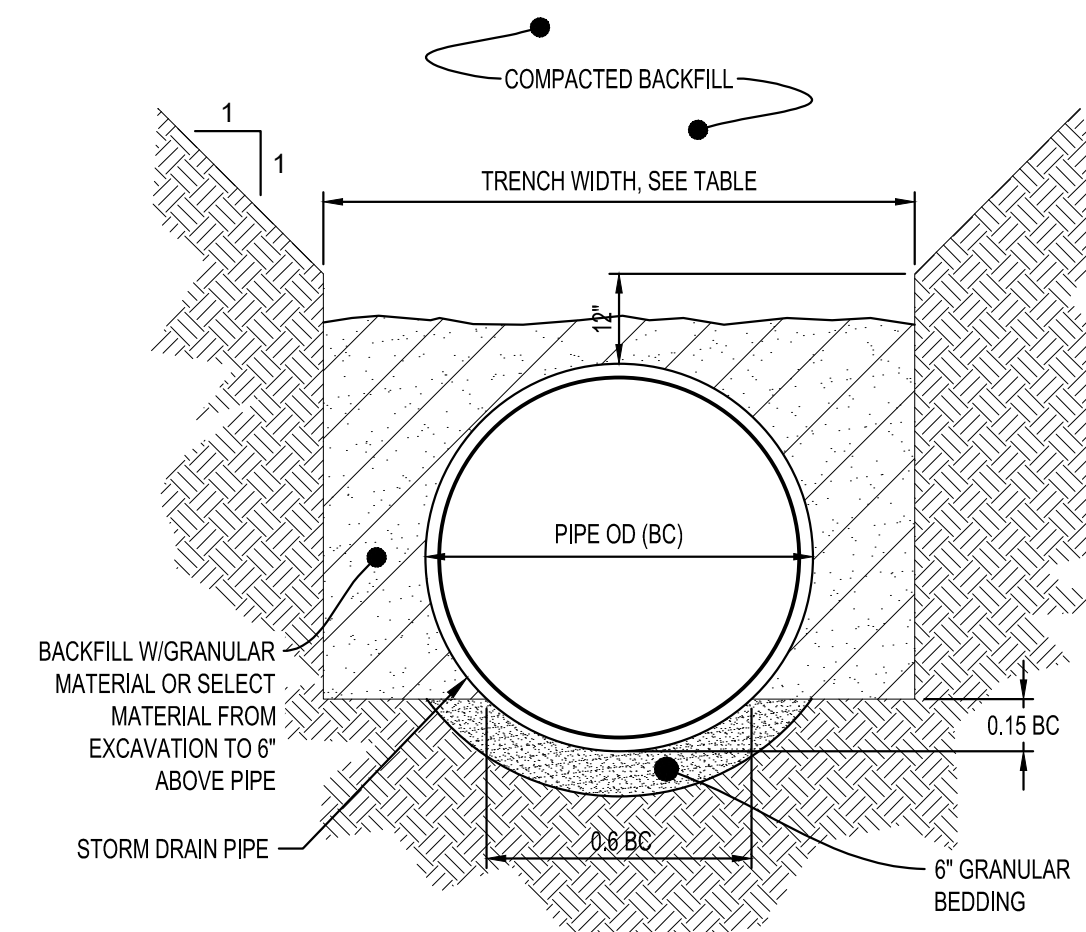
NOTES:

GRANULAR BEDDING AND ENCASEMENT FOR SANITARY SEWER PIPES SHALL BE INCIDENTAL TO CONSTRUCTION

**PIPE BEDDING
SANITARY SEWER**
NTS SA400



LOADING DOCK CATCH BASIN A-2 DETAIL
N.T.S.

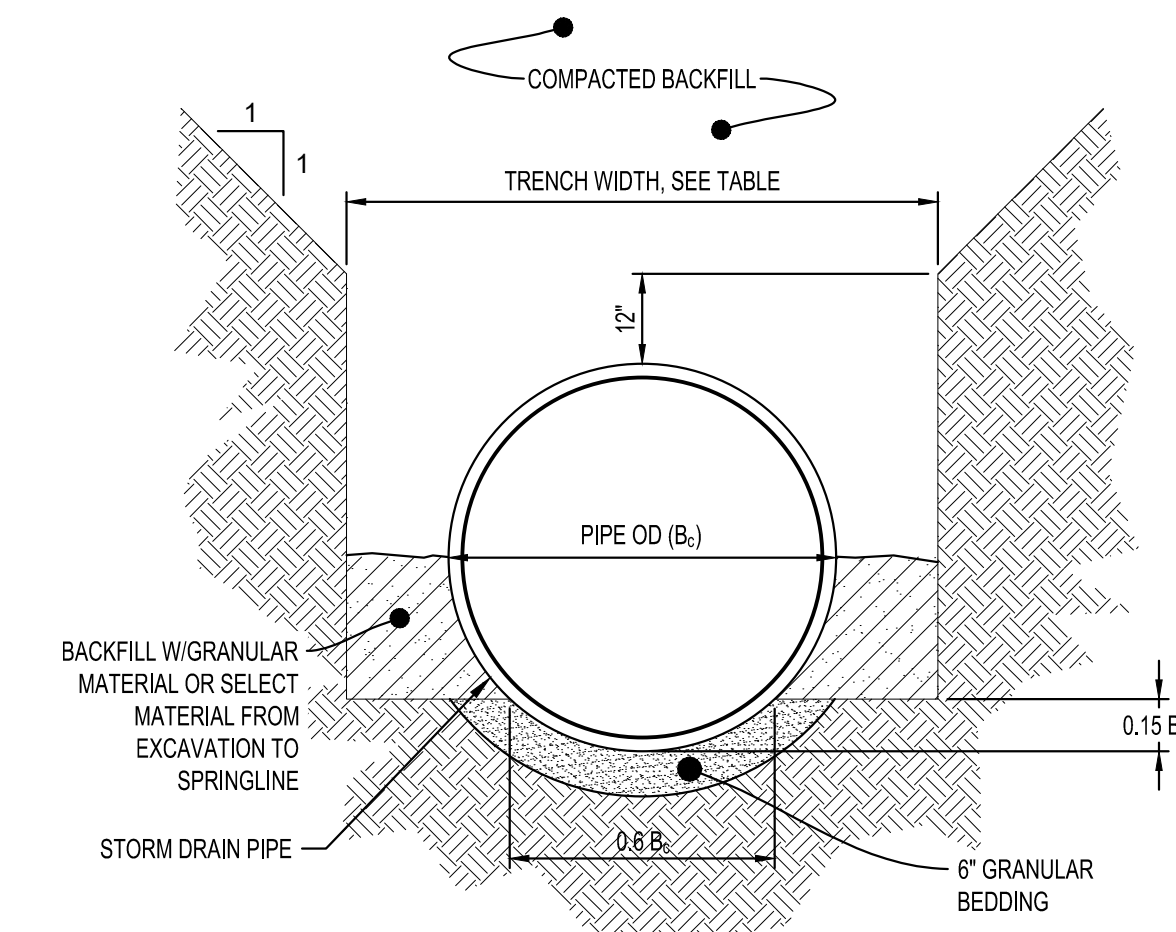


TRENCH WIDTH	
PIPE Ø	TRENCH WIDTH
36\"/>	
42\"/>	
60\"/>	

NOTES:

GRANULAR BEDDING AND BACKFILL FOR STORM DRAIN PIPES SHALL BE INCIDENTAL TO STORM DRAIN CONSTRUCTION

**NON-CONCRETE
STORM DRAIN PIPE BEDDING**
NTS SD600



TRENCH WIDTH	
PIPE Ø	TRENCH WIDTH
36\"/>	
42\"/>	
60\"/>	

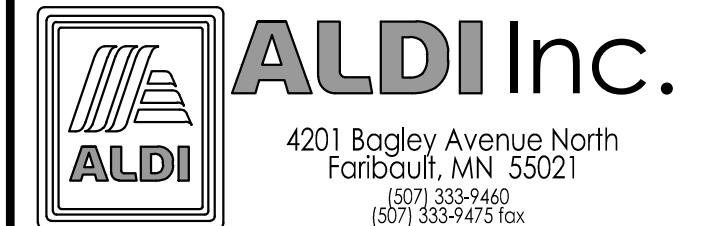
NOTES:

GRANULAR BEDDING AND BACKFILL FOR STORM DRAIN PIPES SHALL BE INCIDENTAL TO STORM DRAIN CONSTRUCTION

**REINFORCED CONCRETE
STORM DRAIN PIPE BEDDING**
NTS SD601



MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



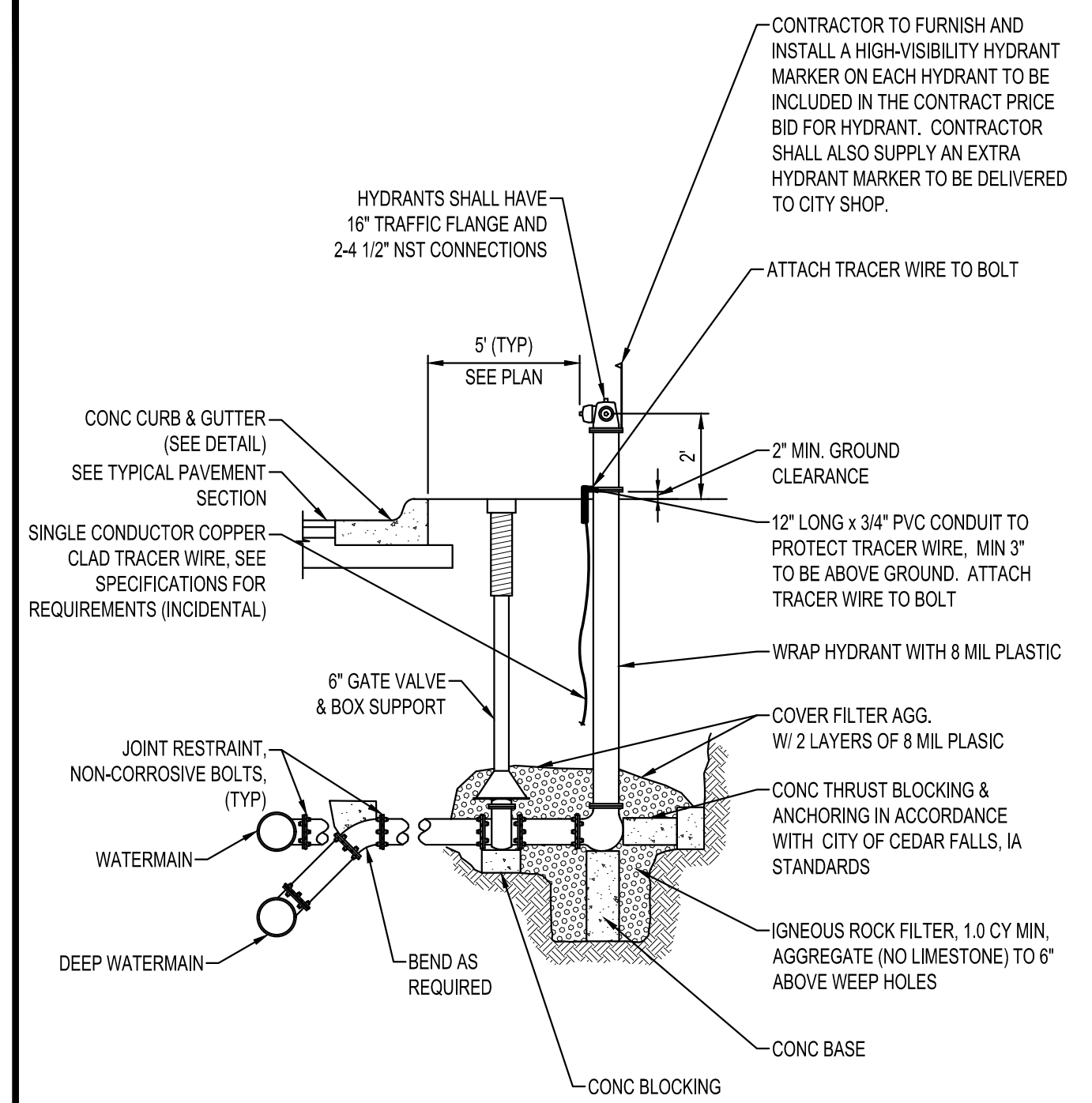
ALDI Inc. Store #: 64
 CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY

Project Name & Location:

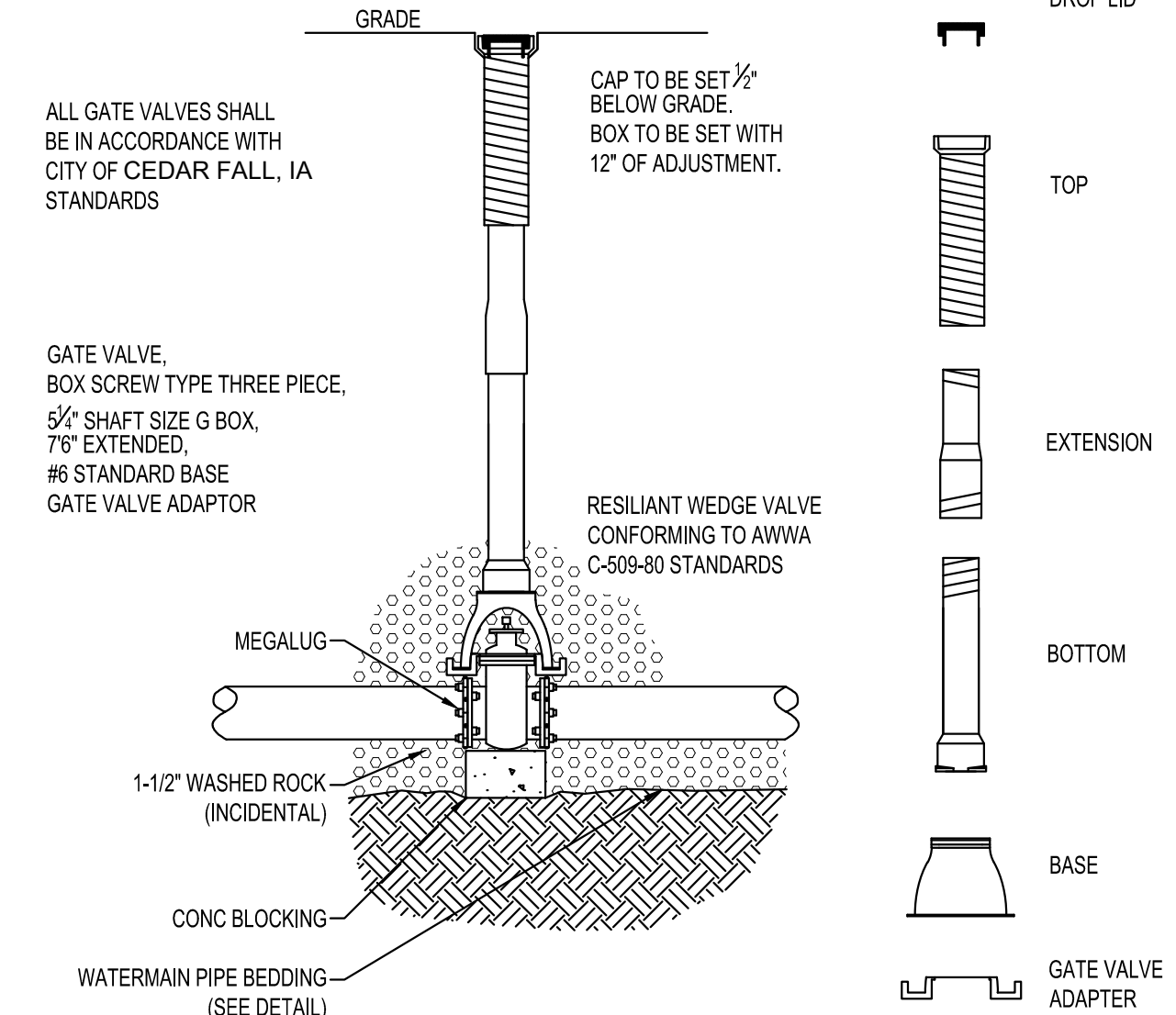
SITE DETAILS

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-021
Reviewed By: RJA	Drawing No.

Issued:		Date:
A	SITE PLAN SUBMITTAL	02/19/21
B	PERMIT SET	03/19/21
C	BID SET	04/05/21
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Revisions:		Date:
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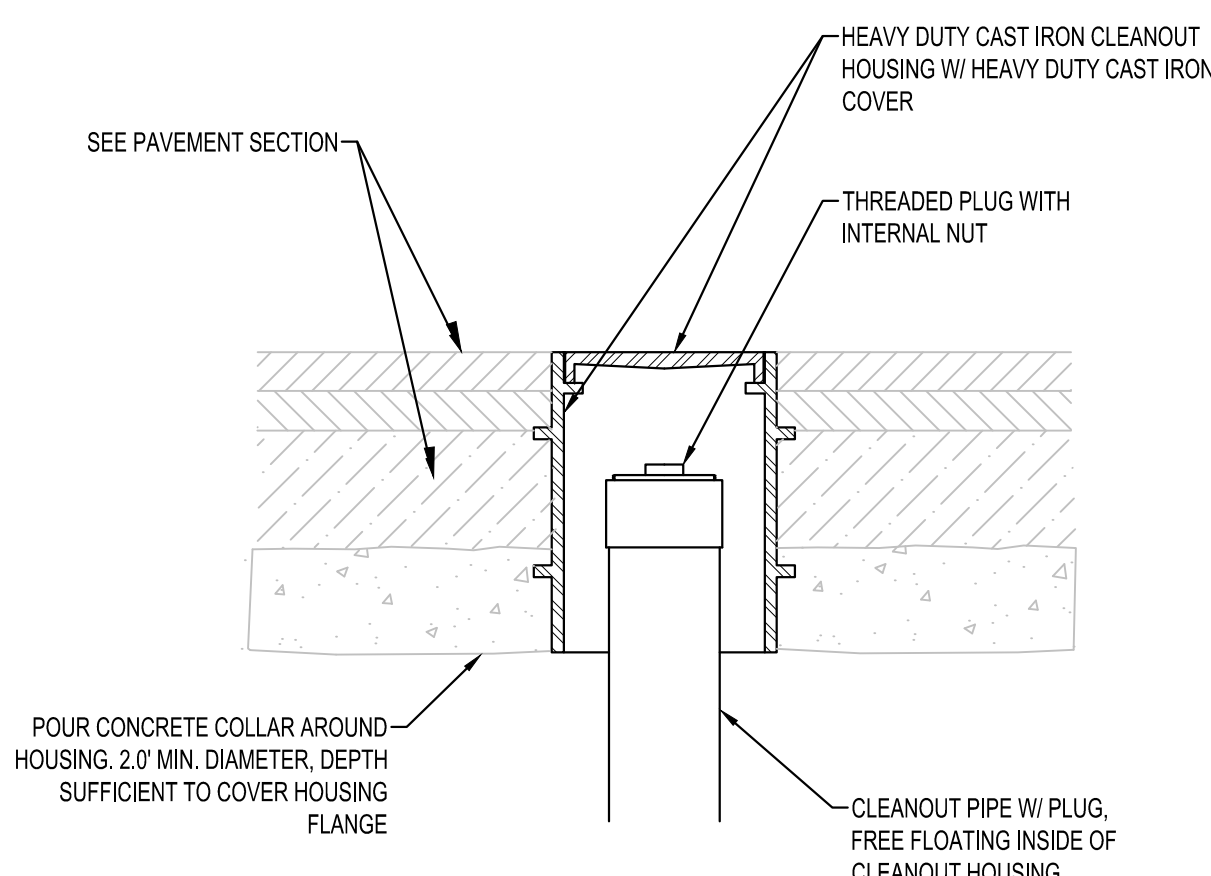


TYPICAL HYDRANT INSTALLATION
NTS WM100

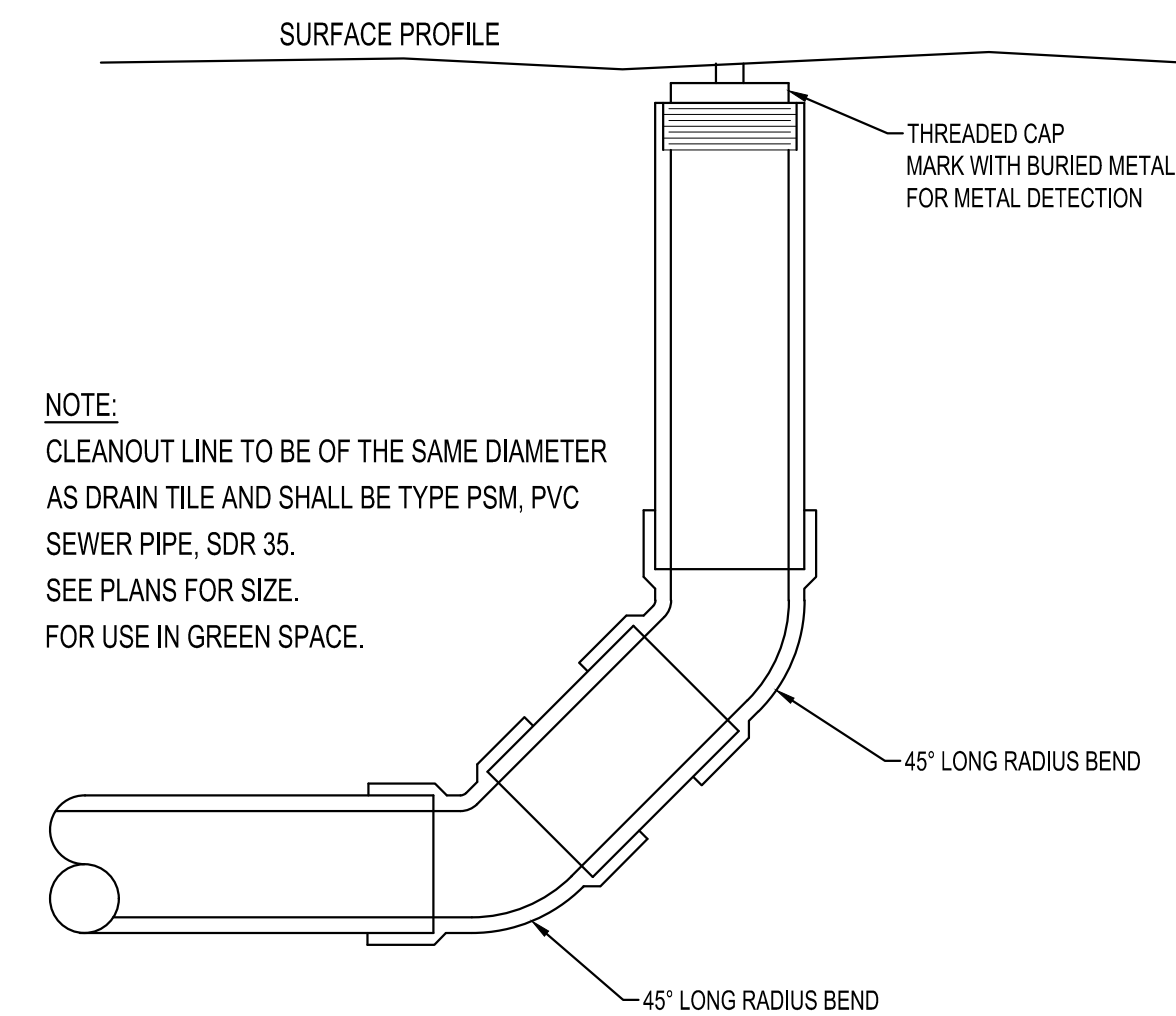


NOTES:
INSTALL TOP NUT EXTENDER TO 7\"/>

TYPICAL GATE VALVE & BOX INSTALLATION
NTS WM200

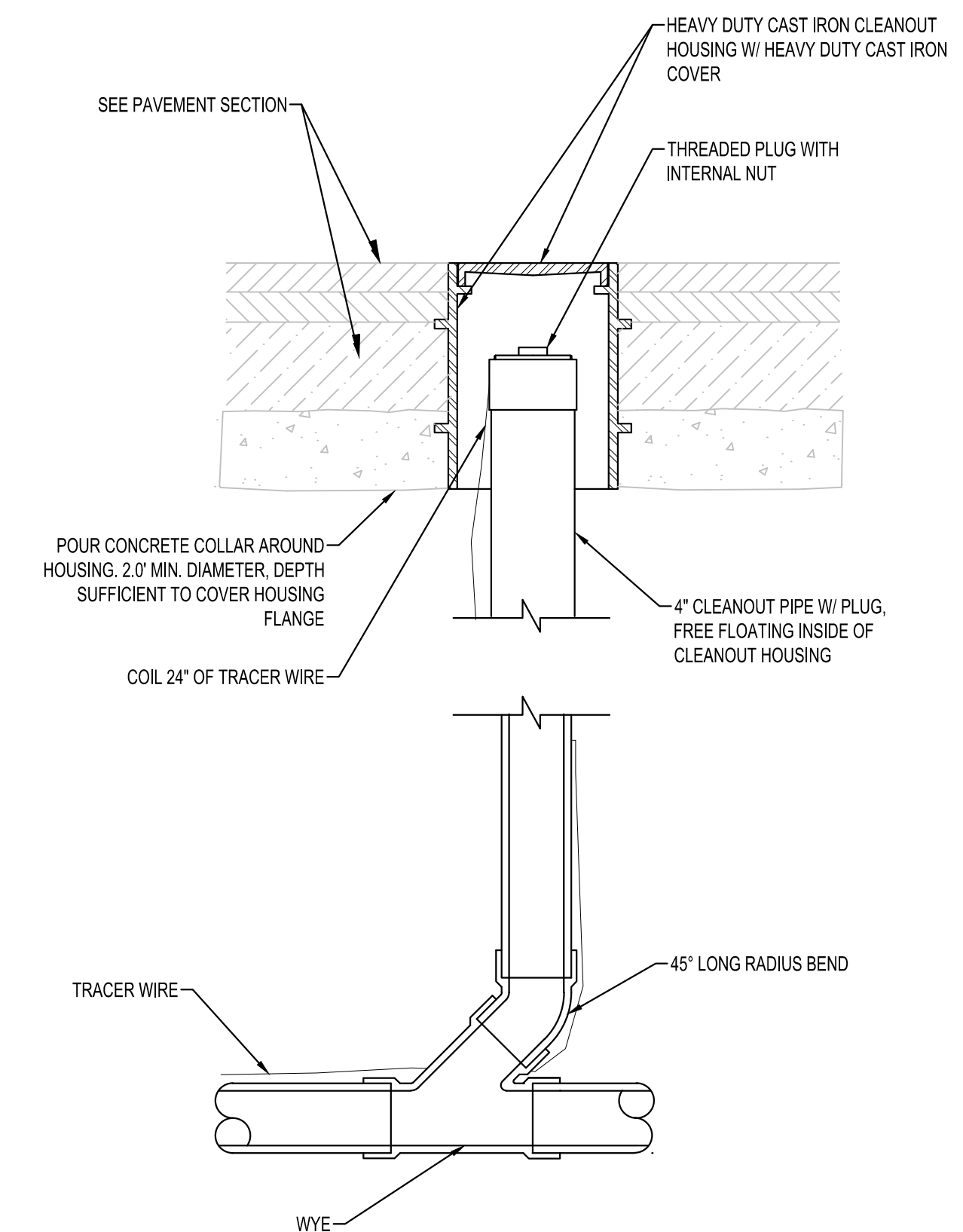


HEAVY DUTY SUBDRAIN CLEANOUT
NTS SD455

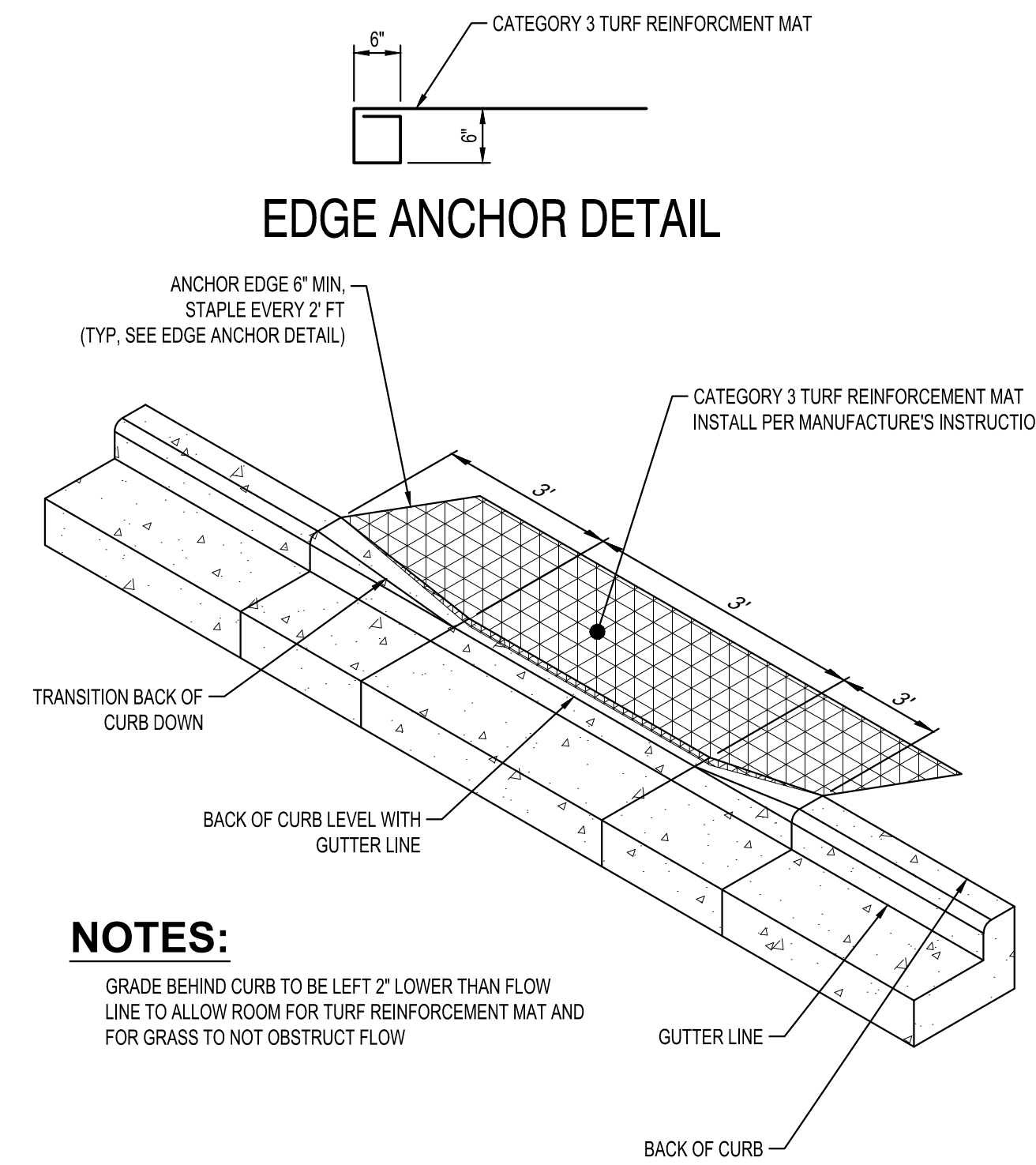


NOTE:
CLEANOUT LINE TO BE OF THE SAME DIAMETER AS DRAIN TILE AND SHALL BE TYPE PSM, PVC SEWER PIPE, SDR 35. SEE PLANS FOR SIZE. FOR USE IN GREEN SPACE.

SUBDRAIN TERMINAL CLEANOUT/END
NTS SD451



HEAVY-DUTY SANITARY CLEANOUT
NTS SA201

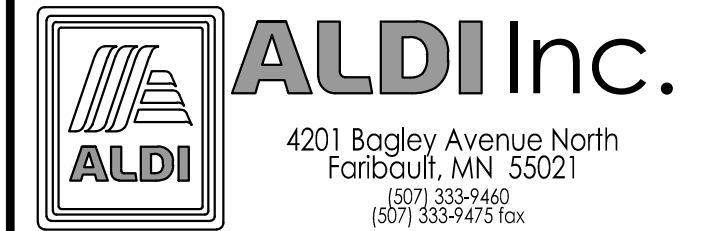


NOTES:
GRADE BEHIND CURB TO BE LEFT 2\"/>

CURB CUT STORM OUTLET
NTS ST280



MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
7900 INTERNATIONAL DRIVE
INTERNATIONAL PLAZA, SUITE 550
MINNEAPOLIS, MN 55425
PHONE: 952.426.0699



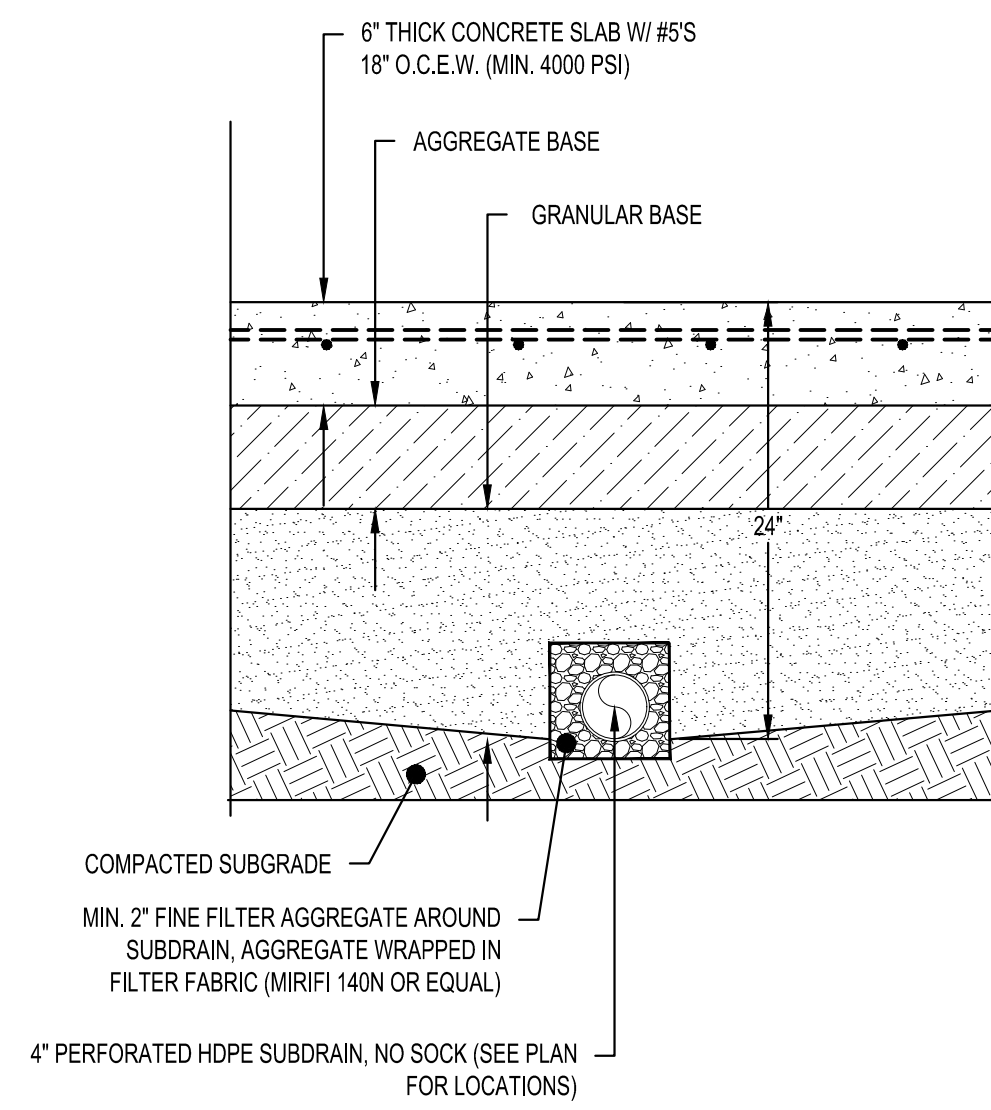
ALDI Inc. Store #: 64
CEDAR FALLS, IA
219 BRANDILYNN BLVD
CEDAR FALLS, IA 50613
BLACKHAWK COUNTY

Project Name & Location:

SITE DETAILS

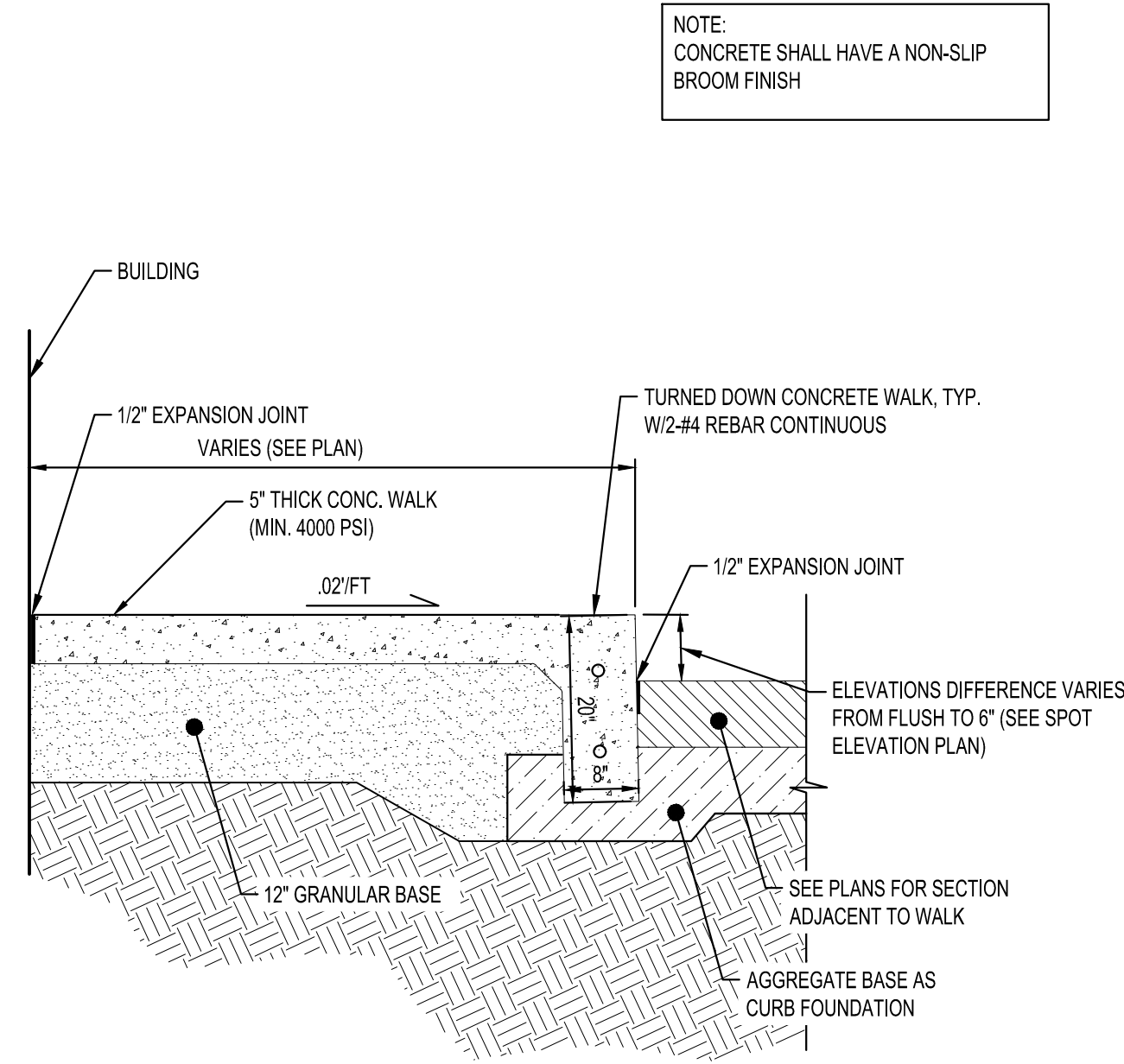
Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-022
Reviewed By: RJA	Drawing No.

Issued:	Date:
A SITE PLAN SUBMITTAL	02/19/21
B PERMIT SET	03/19/21
C BID SET	04/05/21
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Revisions:	Date:
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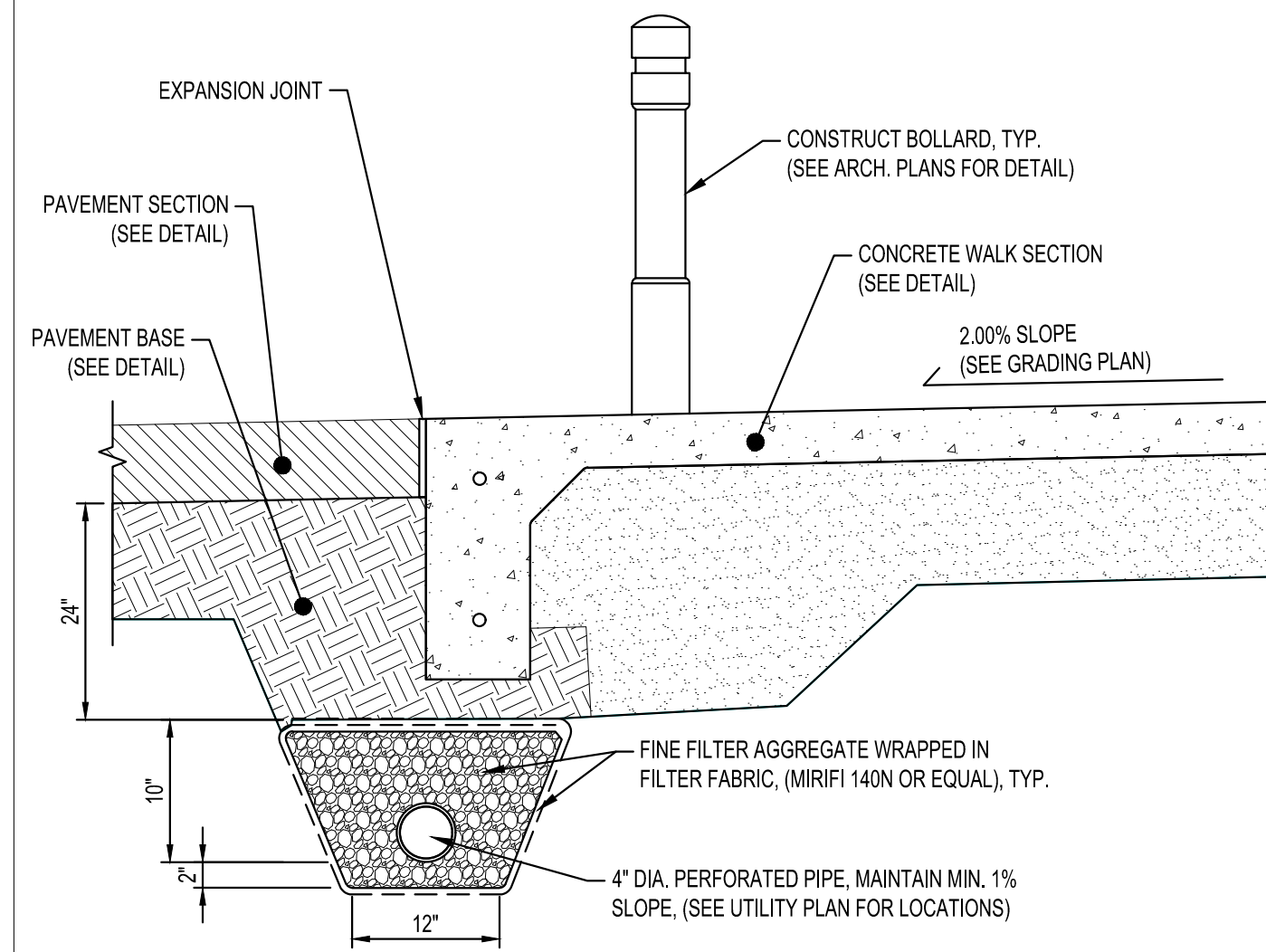
LOADING DOCK PAVEMENT SECTION

N.T.S.



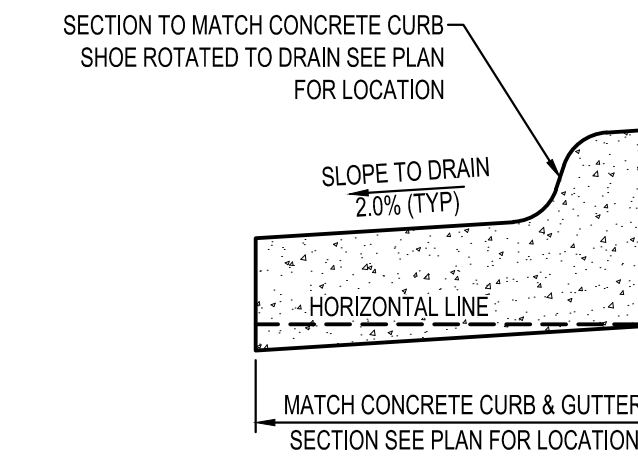
TURN DOWN CONCRETE WALK SECTION

N.T.S.



BUILDING SIDEWALK DRAIN TILE SECTION

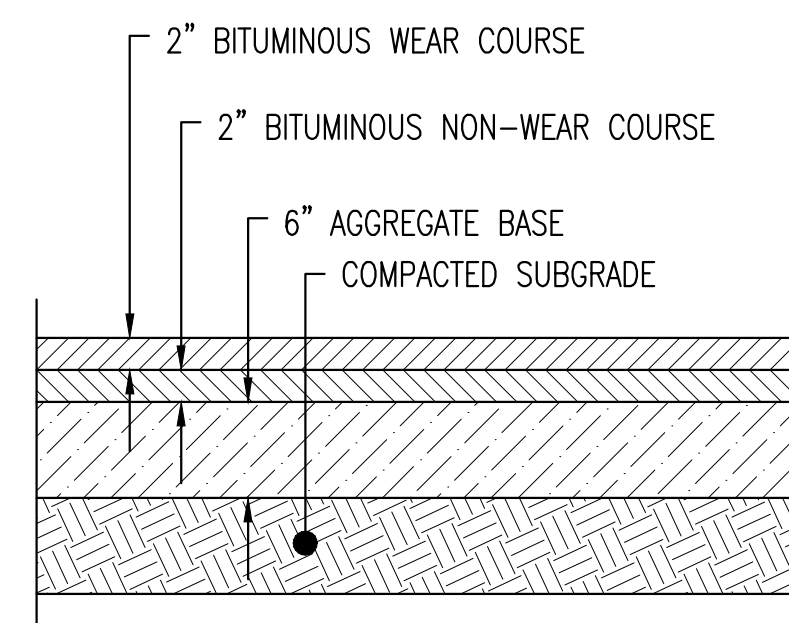
N.T.S.



REVERSE PITCH CONCRETE CURB & GUTTER

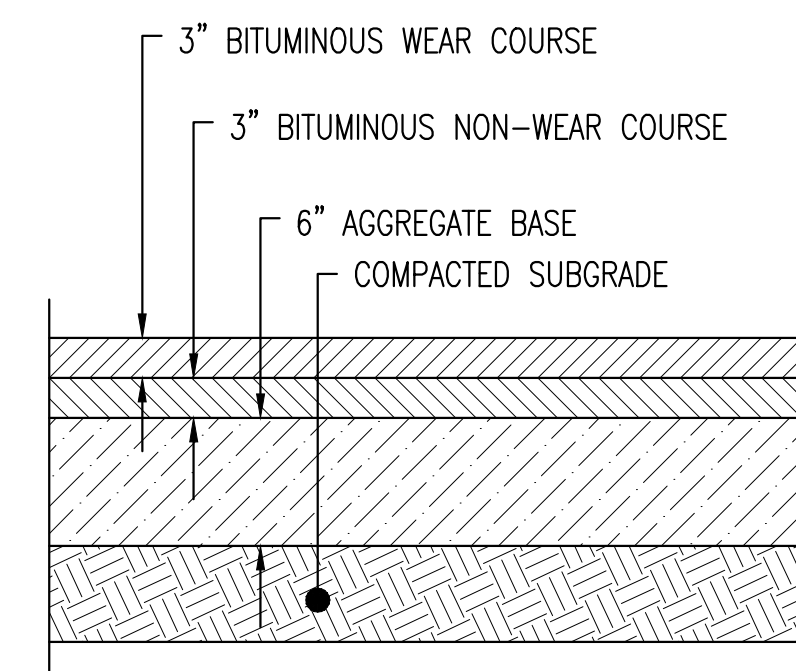
NTS

ST250



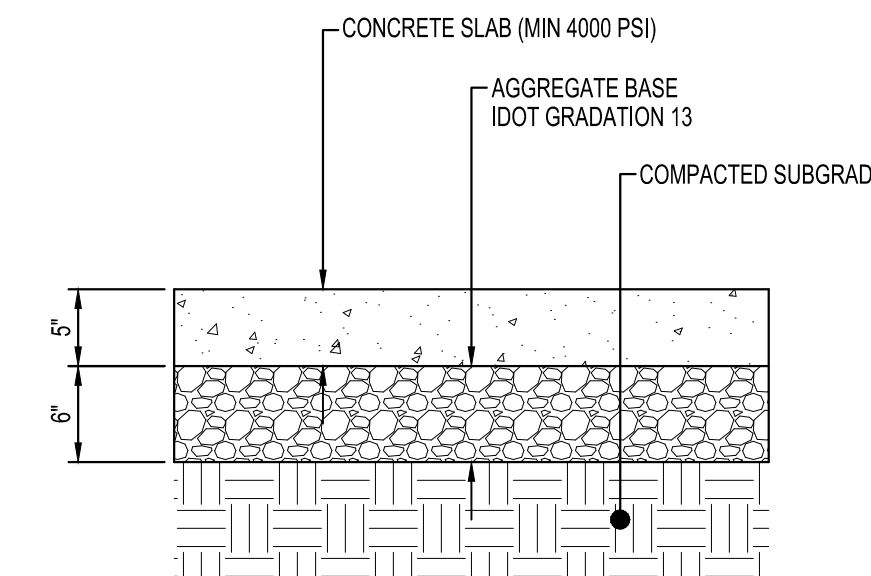
STANDARD BITUMINOUS PAVEMENT SECTION

N.T.S.



HEAVY DUTY BITUMINOUS PAVEMENT SECTION

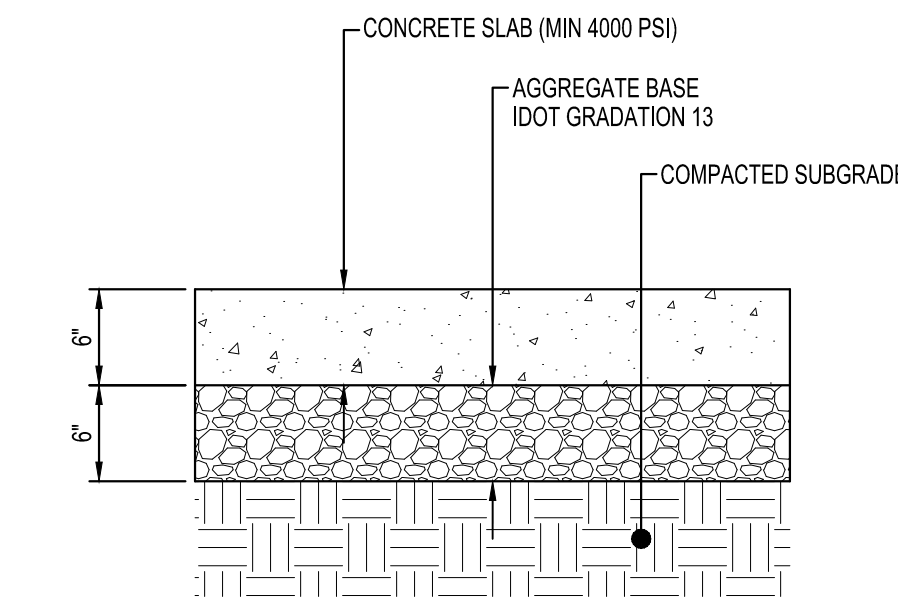
N.T.S.



STANDARD CONCRETE PAVEMENT

NTS

ST120



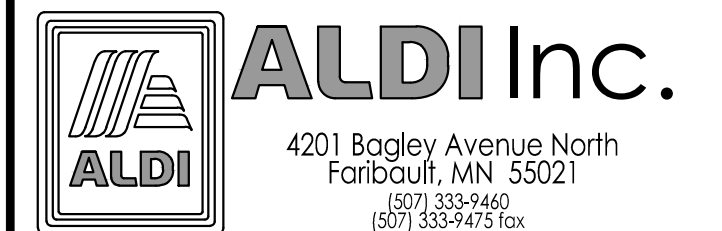
HEAVY DUTY CONCRETE PAVEMENT

NTS

ST125



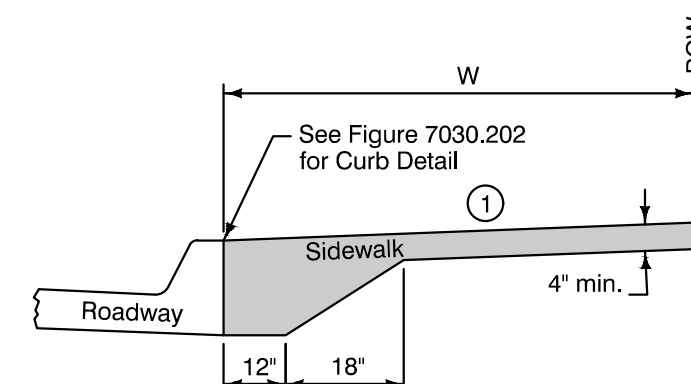
MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



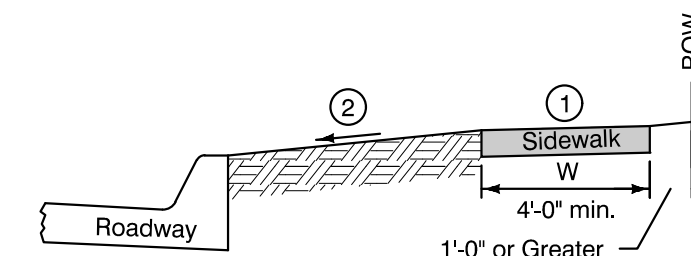
ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

SITE DETAILS

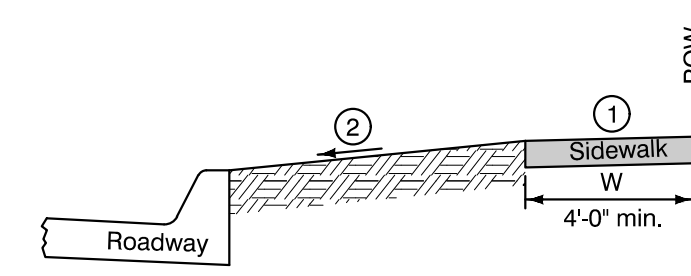
Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-023
Reviewed By: RJA	Drawing No.



CLASS A SIDEWALK
(Sidewalk extends from back of curb to ROW)



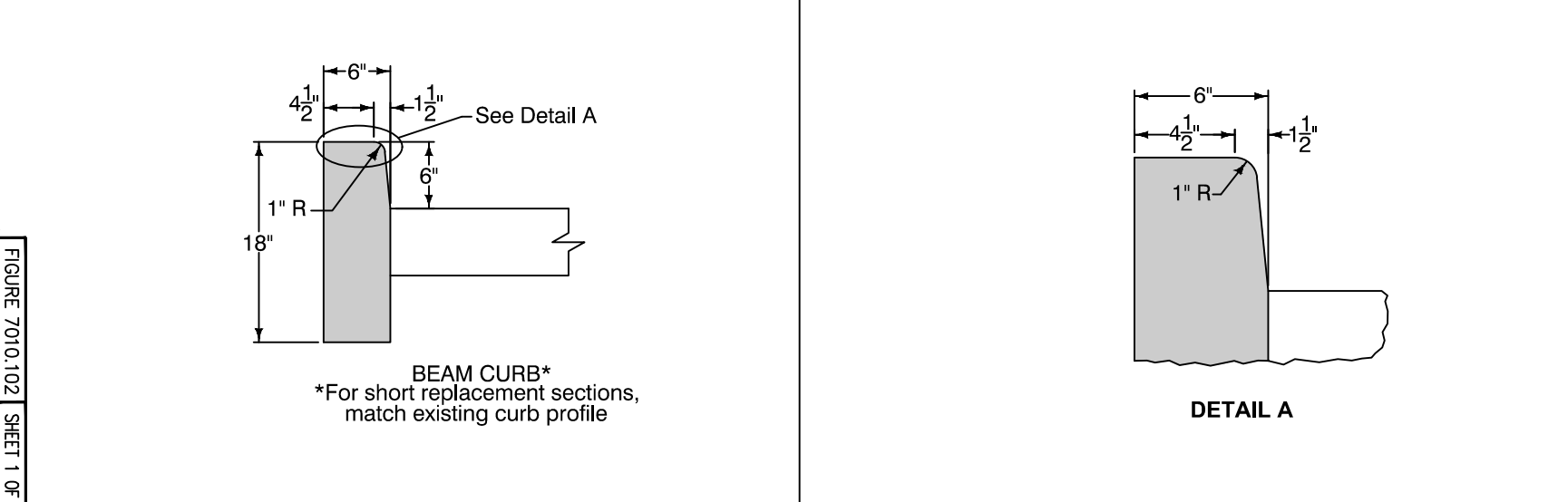
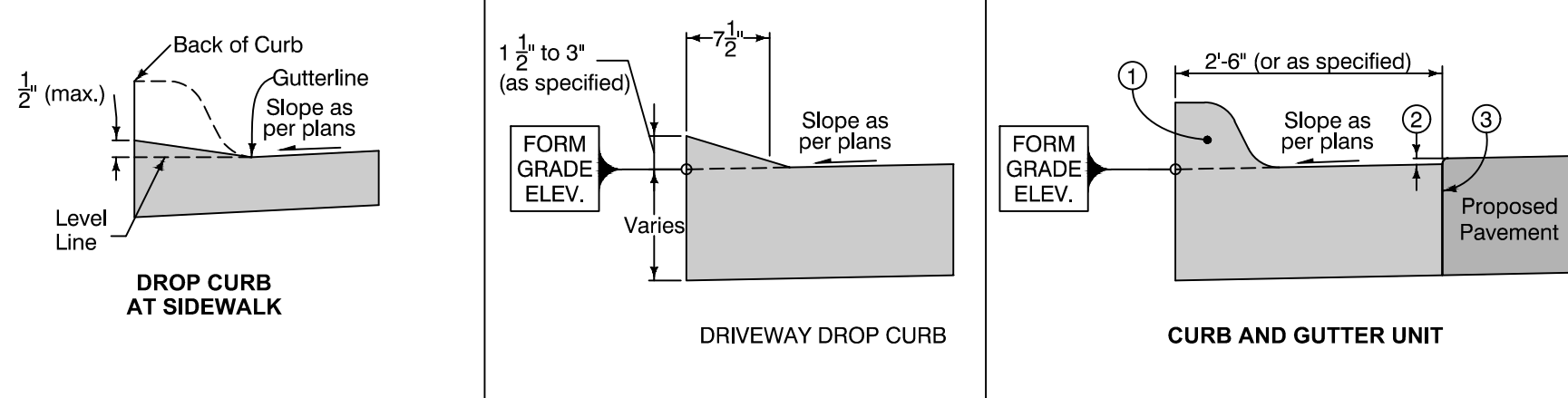
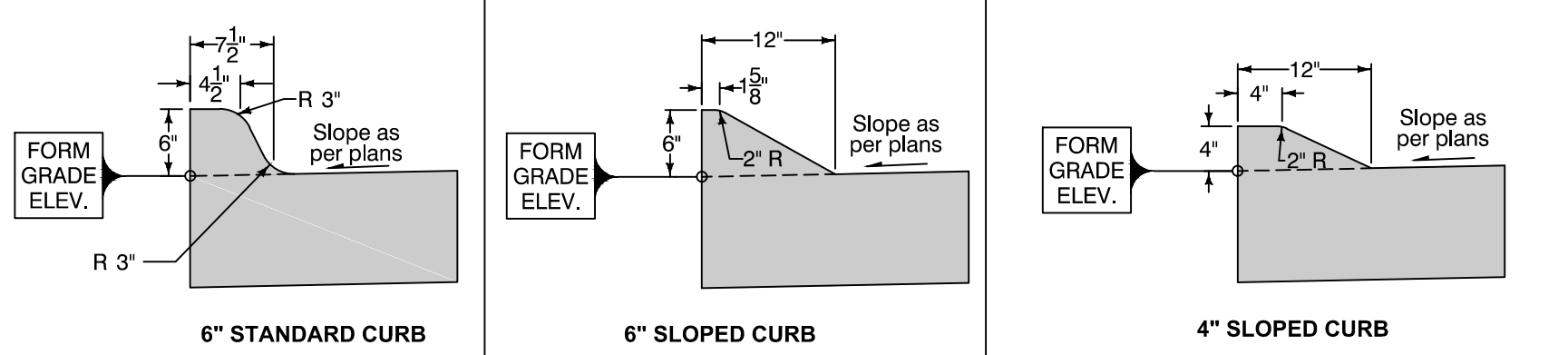
CLASS B SIDEWALK



CLASS C SIDEWALK

- Target cross slope of 1.5% with a maximum cross slope of 2.0% (including sidewalk through driveway).
- Parking Slopes:
If parking width is less than 10 feet wide, slope at 1/4 inch per foot.
If parking width is 10 feet wide and greater, slope at 1/8 inch per foot.
Special grade may be specified in the contract documents.
W = Sidewalk width as specified in the contract documents.

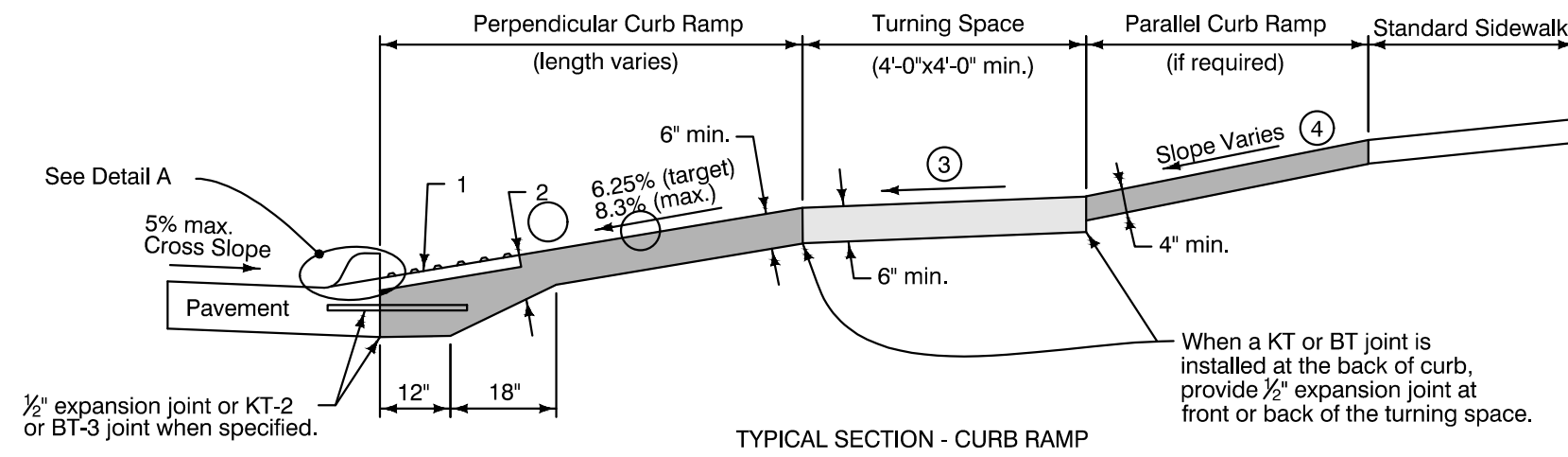
	REVISION	NO. 1	DATE 10-29-15
	REVISION	NO. 2	DATE 10-29-15
SUDAS 7030.201			
SUDAS Standard Specifications			
CLASSES OF SIDEWALKS			



For joint details, see PV-101.

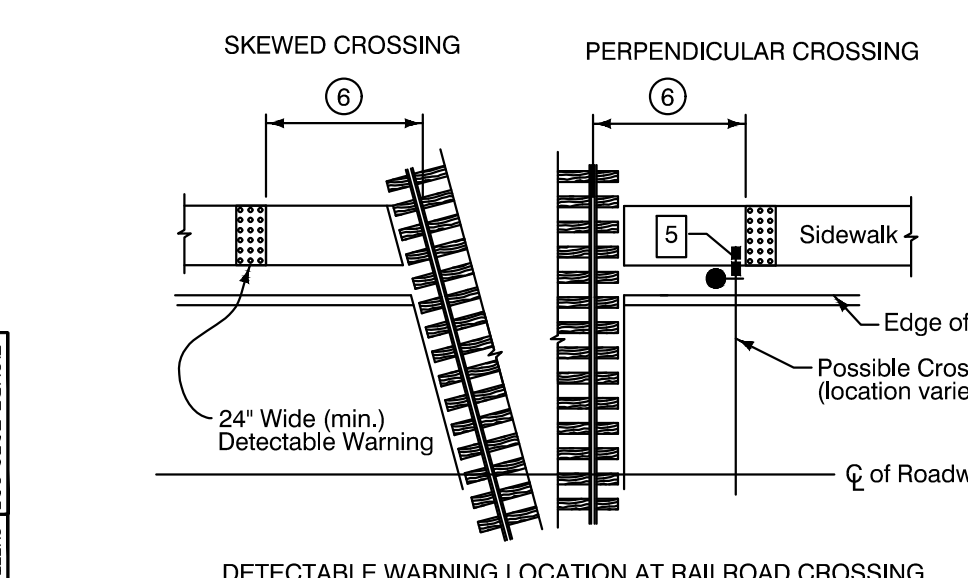
- 6" Standard Curb, 6" Sloped Curb, or 4" Sloped Curb as specified.
- 1/2" if Proposed Pavement is HMA. No elevation difference if Proposed Pavement is PCC.
- BT*, KT*, or L* joint if Proposed Pavement is PCC. B* joint if Proposed Pavement is HMA.

	REVISION	NO. 4	DATE 10-18-14
	REVISION	NO. 3	DATE 10-18-14
SUDAS 7030.202			
SUDAS Standard Specifications			
PCC CURB DETAILS			

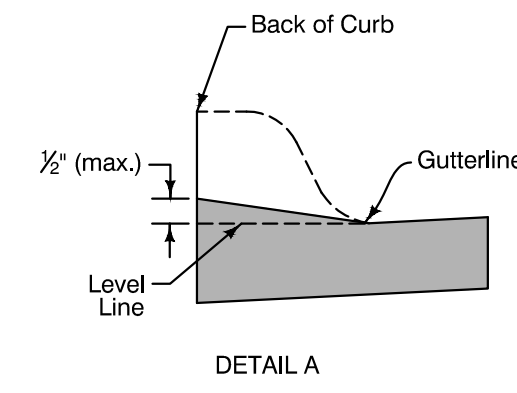


TYPICAL SECTION - CURB RAMP

- Key
- Curb Ramp
 - Turning Space
 - Detectable warning



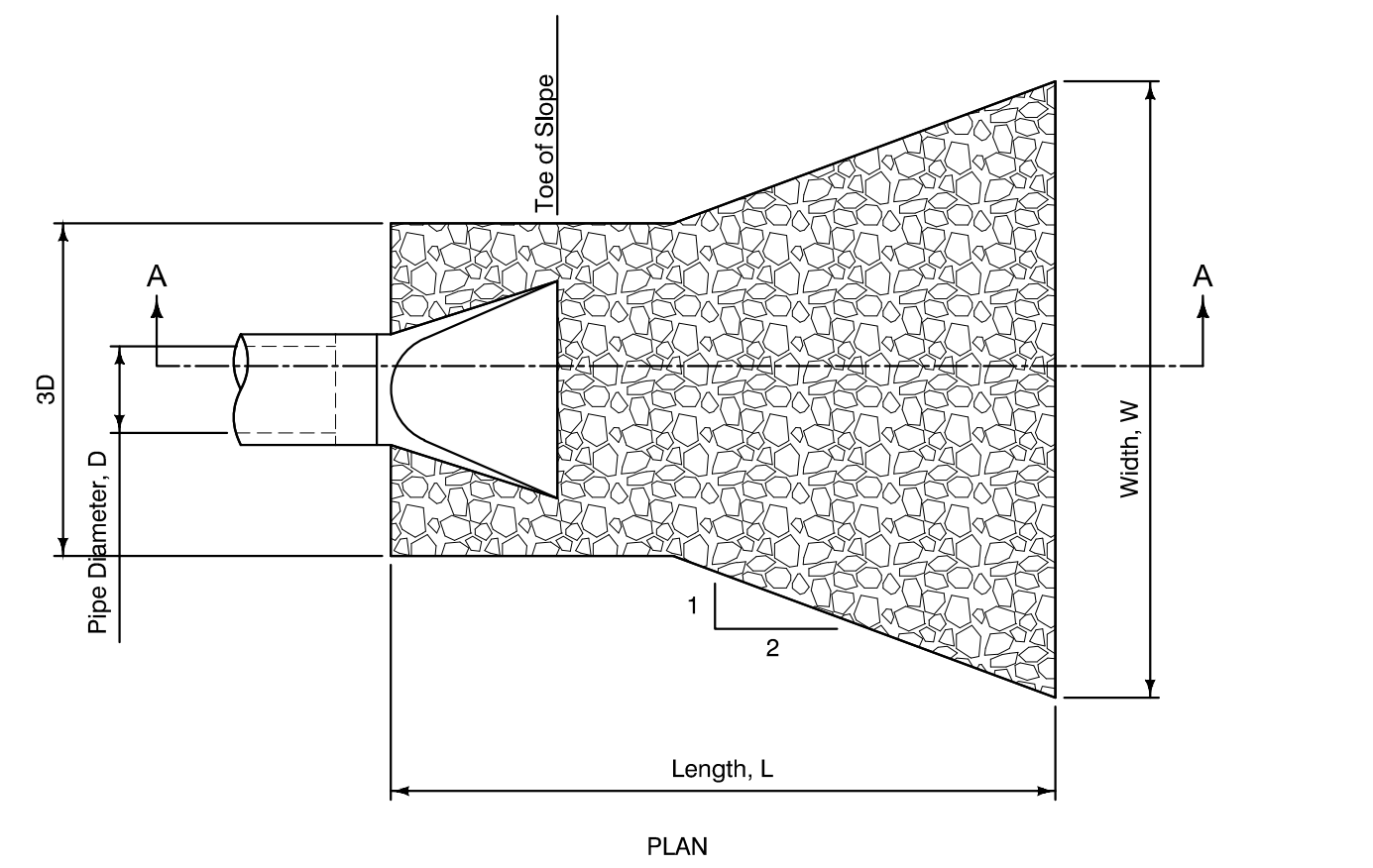
DETECTABLE WARNING LOCATION AT RAILROAD CROSSING



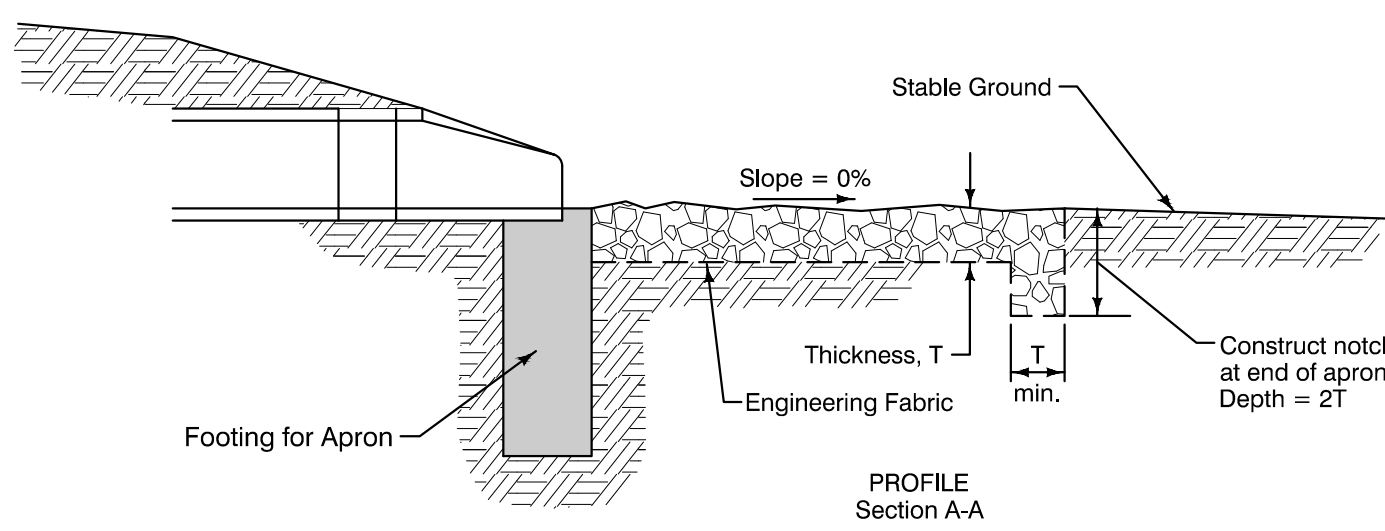
DETAIL A

- Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- Provide a minimum of 6 inches of concrete below the detectable warning panel.
- Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.
The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
- If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.
- Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.

	REVISION	NO. 1	DATE 10-29-15
	REVISION	NO. 2	DATE 10-29-15
SUDAS 7030.205			
SUDAS Standard Specifications			
GENERAL SIDEWALK AND CURB RAMP DETAILS			

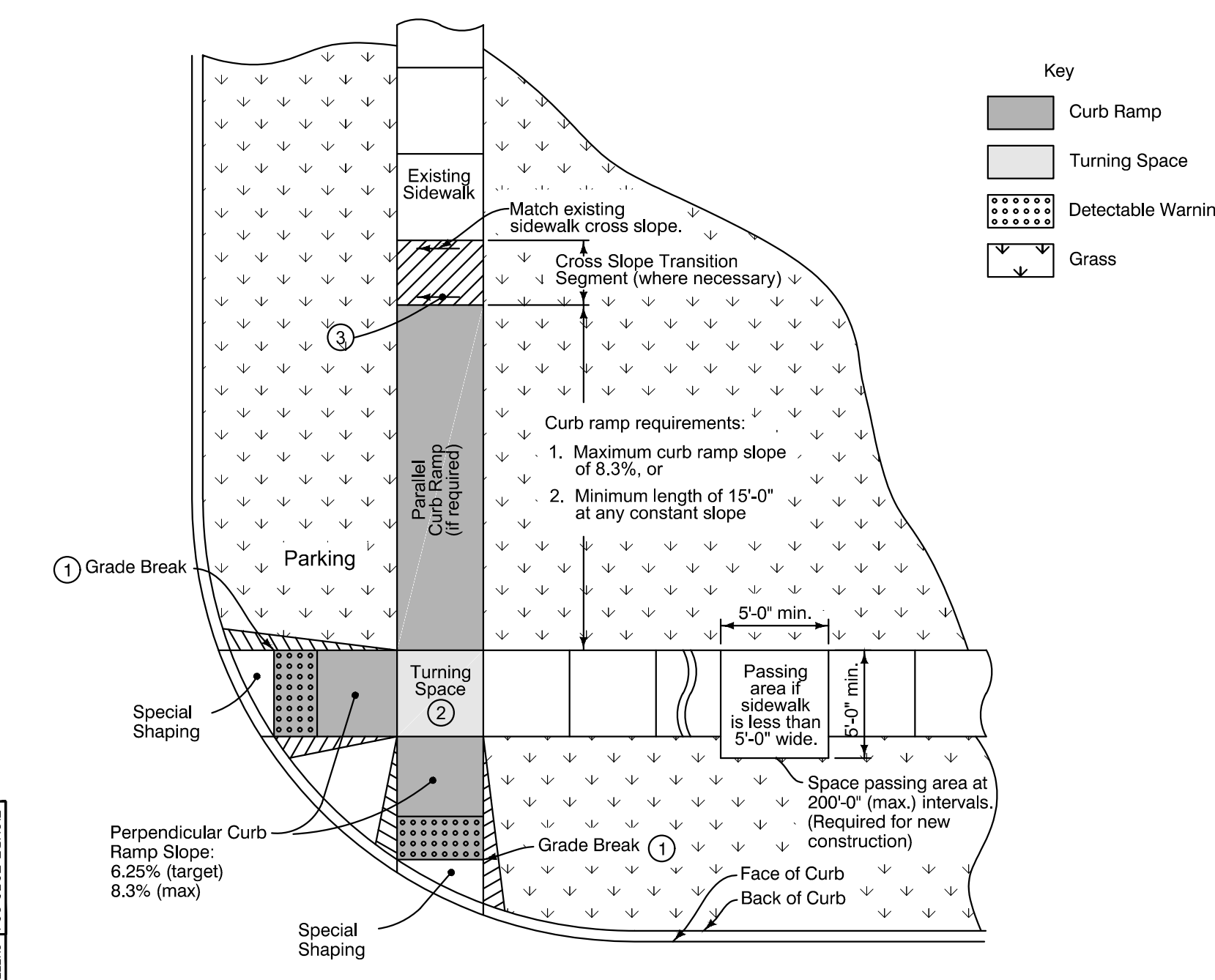


PLAN



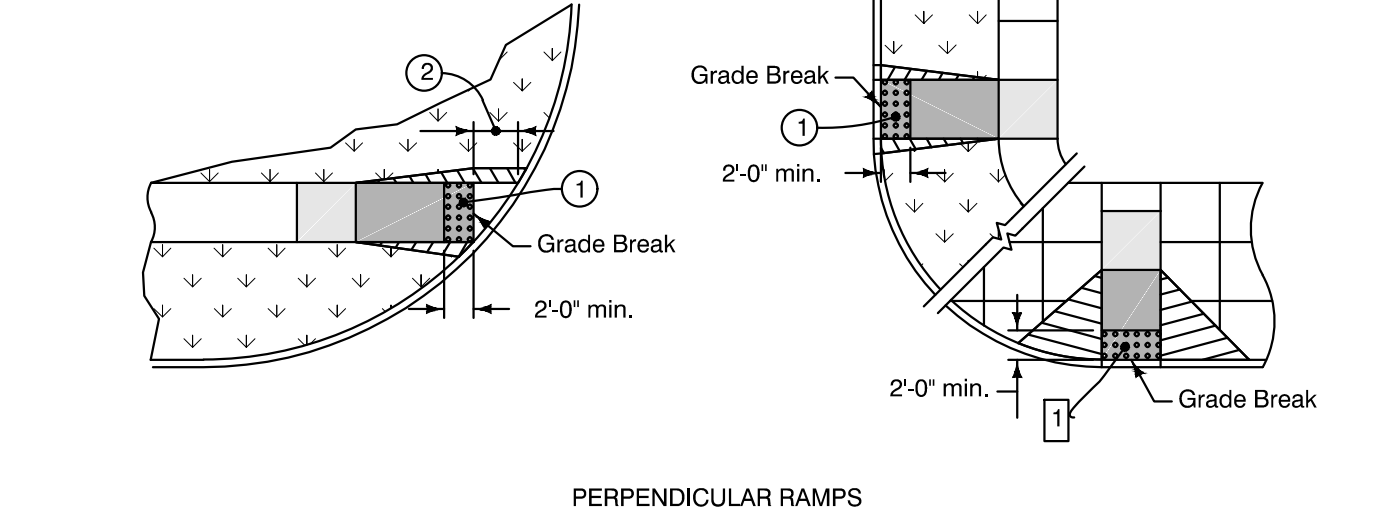
PROFILE Section A-A

	REVISION	NO. 3	DATE 10-21-14
	REVISION	NO. 2	DATE 10-21-14
SUDAS 9040.110			
SUDAS Standard Specifications			
RIP RAP FOR PIPE OUTLET ONTO FLAT GROUND			

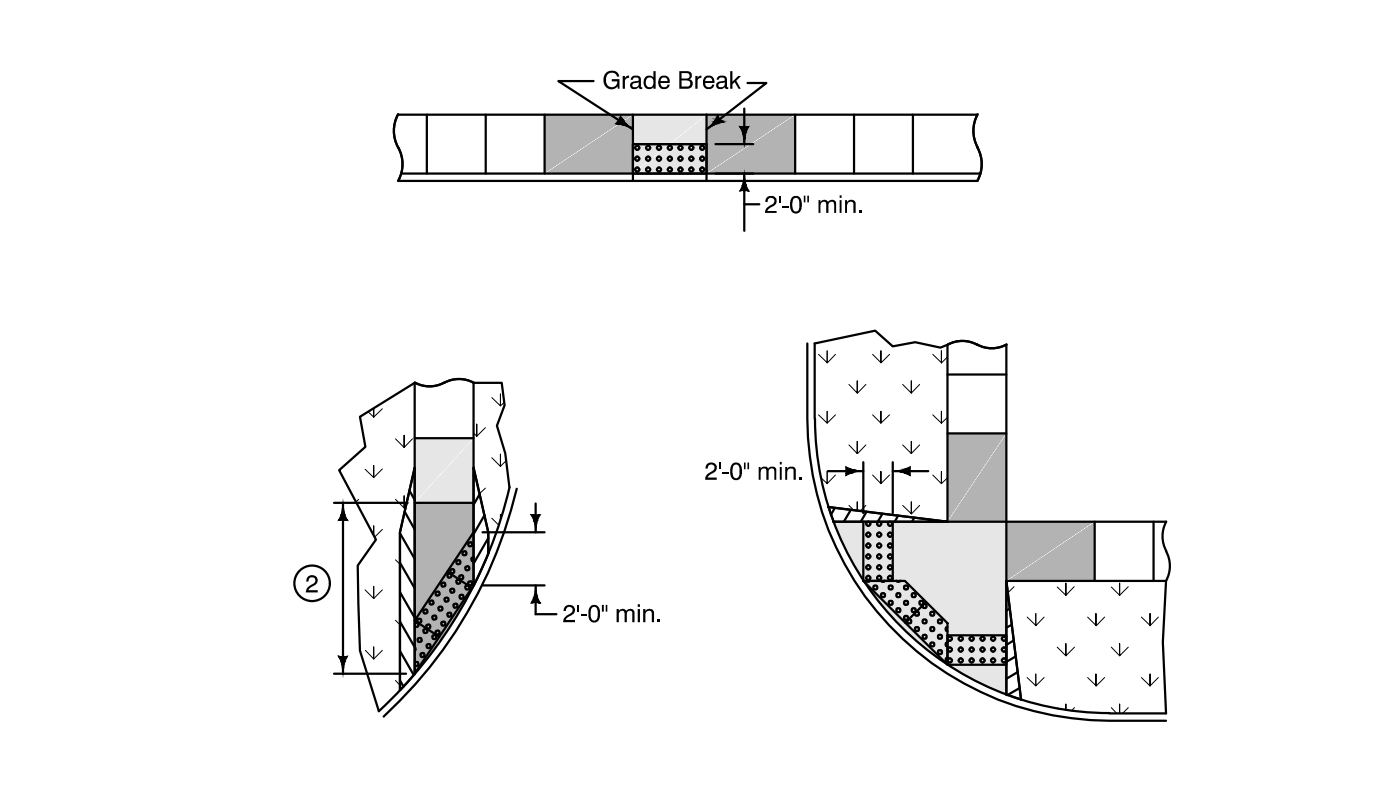


- Match pedestrian street crossing slope, or flatter.
- Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- Target cross slope of 1.5% with a maximum cross slope of 2.0%.

	REVISION	NO. 3	DATE 10-29-15
	REVISION	NO. 2	DATE 10-29-15
SUDAS 7030.204			
SUDAS Standard Specifications			
GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK			



PERPENDICULAR RAMPS



PARALLEL RAMPS

- Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
- When detectable warning is located on curb ramp surface, orient domes in the direction of pedestrian travel.
 - When the distance between the grade break and the back of curb is less than 5 feet, place detectable warning surface at the bottom of the curb ramp.
- Where one corner of the curb ramp is more than 5 feet from the back of curb, construct curb ramp as a parallel curb ramp. Move grade break back as required to place detectable warning on turning space at the back of curb.

- Key
- Curb Ramp
 - Turning Space
 - Detectable Warning

	REVISION	NO. 3	DATE 10-16-12
	REVISION	NO. 2	DATE 10-16-12
SUDAS 7030.210			
SUDAS Standard Specifications			
DETECTABLE WARNING PLACEMENT			

ISSUED:	DATE:
A SITE PLAN SUBMITTAL	02/19/21
B PERMIT SET	03/19/21
C BID SET	04/05/21
D	
E	
Revisions:	Date:
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MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699

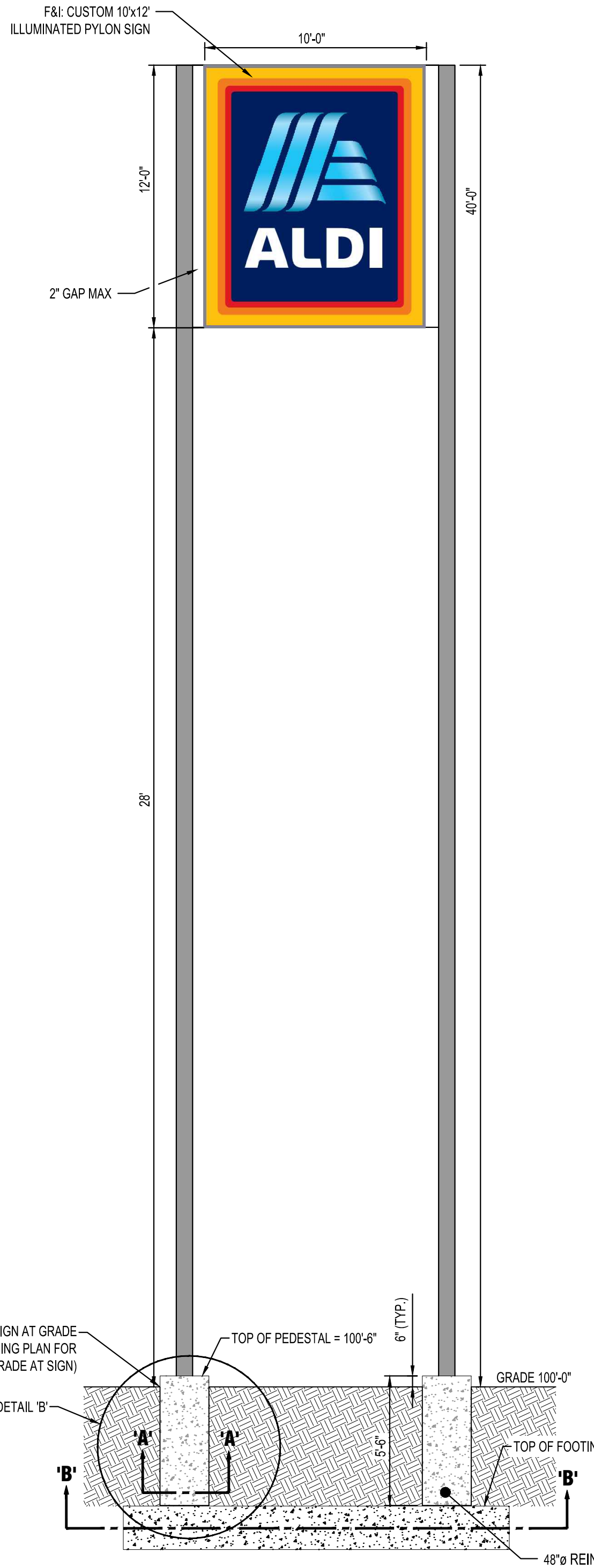


ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

SITE DETAILS	
Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	C-024
Designed By: JMF	Drawing No.
Reviewed By: RJA	

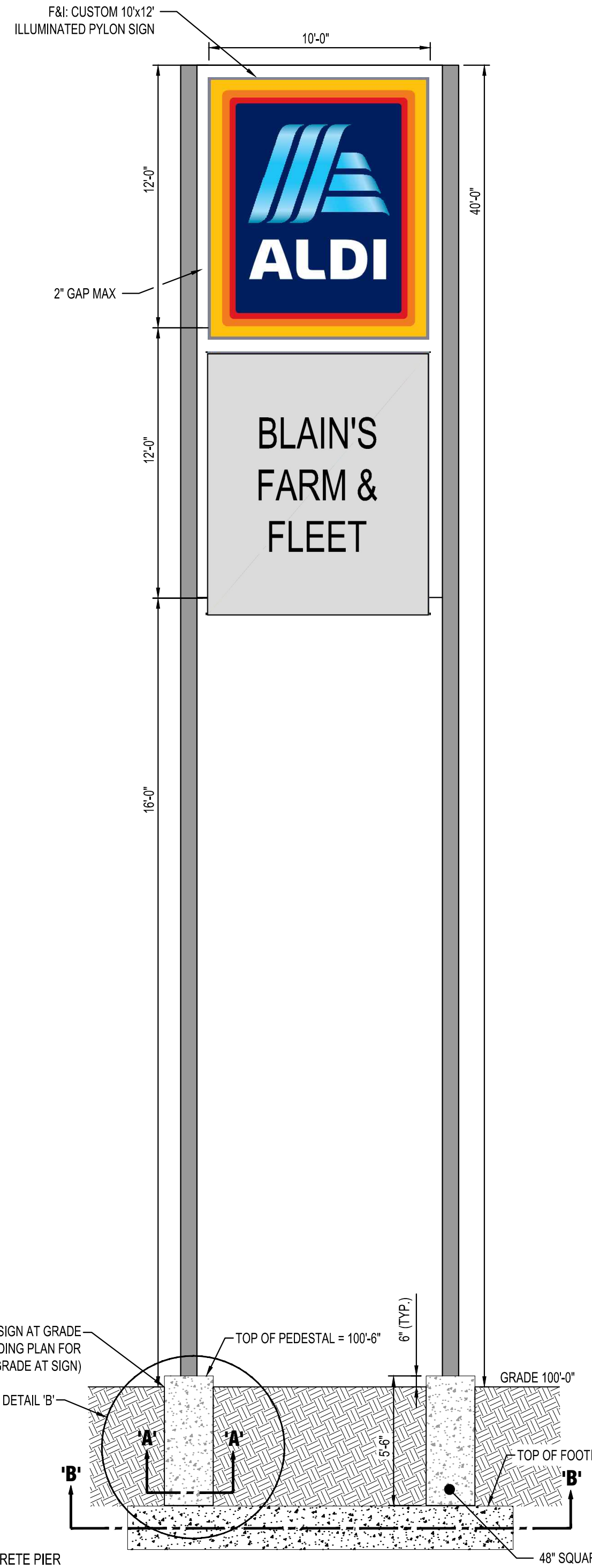
Issued:	Date:
A SITE PLAN SUBMITTAL	02/19/21
B PERMIT SET	03/19/21
C BID SET	04/05/21
D	
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Revisions:	Date:
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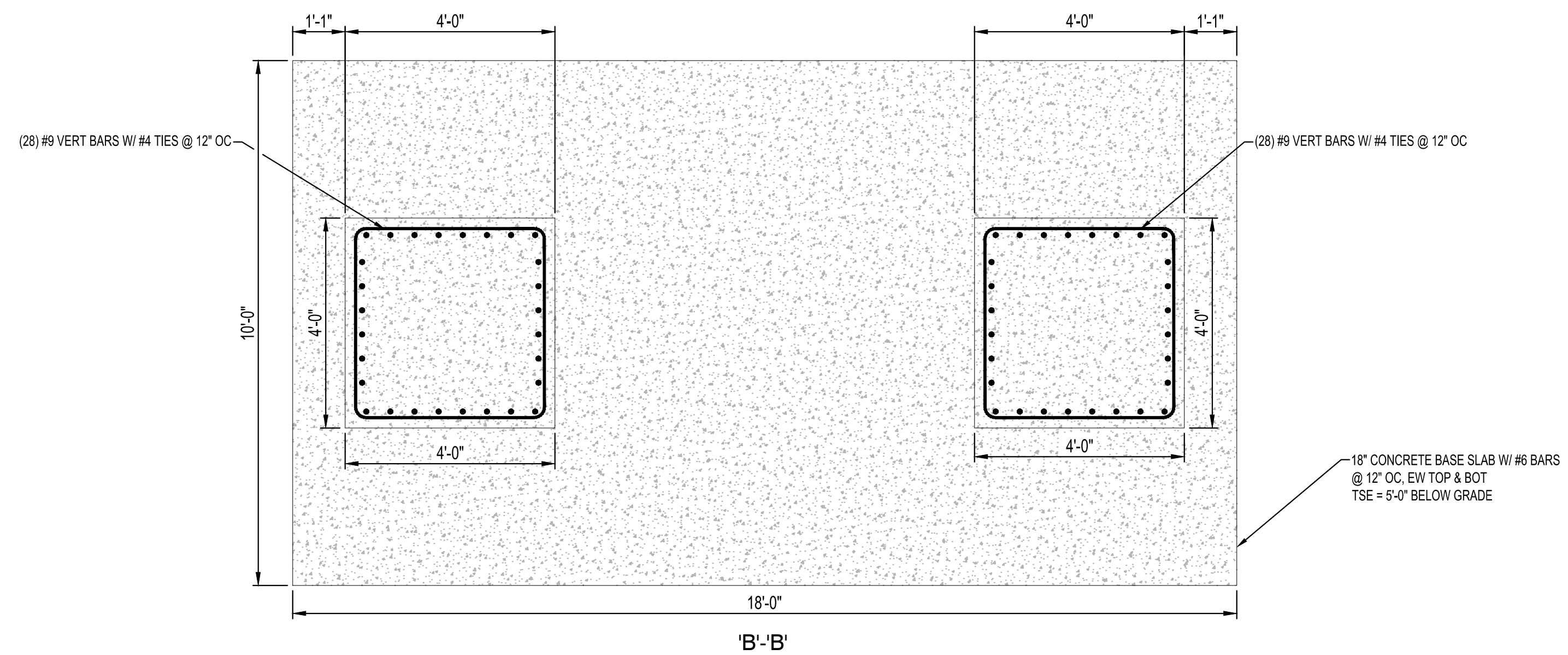
ALDI, INC. PYLON SIGN DETAIL 'A'

N.T.S.



ALDI, INC. PYLON SIGN DETAIL 'B'

N.T.S.



'B'-'B'

CONSTRUCTION NOTES:

A. SPECIFICATIONS

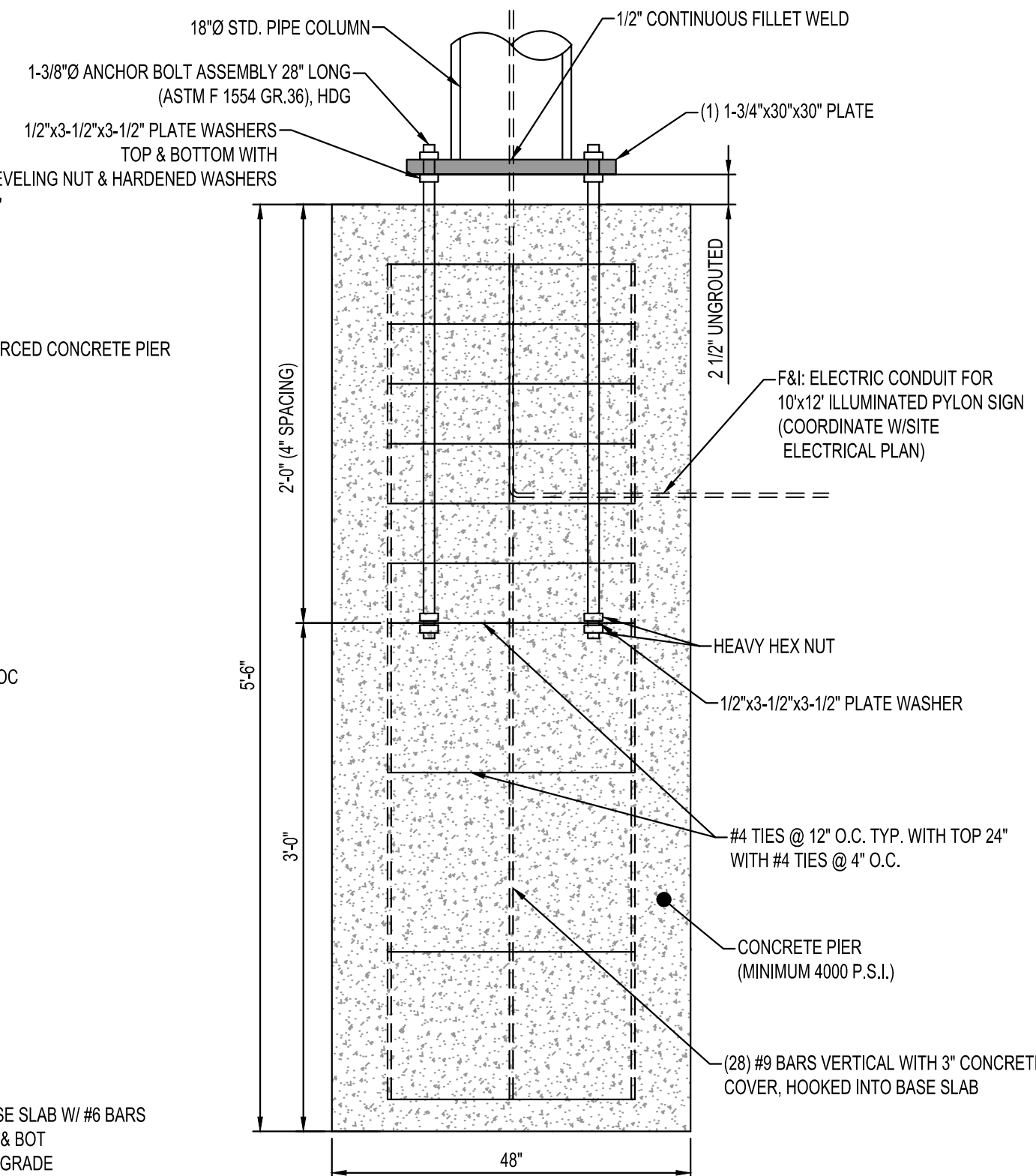
- DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE "STEEL CONSTRUCTION MANUAL", 14TH EDITION, BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, UNO.
- STEEL MATERIALS SHALL MEET THE REQUIREMENTS OF THE FOLLOWING SPECIFICATIONS, UNO.
 - HSS RECTANGULAR, ASTM A500 GRADE B, Fy = 46 ksi
 - HSS ROUND, ASTM A500 GRADE B, Fy = 42 ksi
 - PIPE, ASTM A53 GRADE B, Fy = 35 ksi
 - PLATES AND BARS, ASTM A36, Fy = 36 ksi
- ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF AWS D1.1 (LATEST EDITION) "STRUCTURAL WELDING CODE".
- CONCRETE SHALL BE NORMAL WEIGHT, UNO, AND MEET THE FOLLOWING CRITERIA.
 - f_c = 4,000 psi
 - 6% +/- 1.5% AIR ENTRAINMENT
 - 0.55 MAXIMUM WATER-TO-CEMENT RATIO
 - CEMENT SHALL CONFORM TO ASTM C150, TYPE III
 - READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED ACCORDANCE WITH ASTM C94.
 - CONCRETE SHALL BE CAST IN PLACE AGAINST UNDISTURBED SOIL. A SONO-TUBE FORM SHOULD ONLY BE USED FOR THE TOP 12" OF THE FOOTING. CONCRETE FORM-WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACE 301 (LATEST EDITION) "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", EXCEPT AS MODIFIED BY THESE DRAWINGS.
- ALL ANCHOR RODS SHALL BE SUPPLIED AND INSTALLED BY THE CONCRETE CONTRACTOR, UNO, AND MEET THE FOLLOWING SPECIFICATIONS.
 - ALL ANCHOR RODS SHALL BE ASTM F1554, GRADE 36, HEX-HEAD, NUTS SHALL BE ASTM A563, GRADE A, HEAVY-HEX, HARDENED WASHERS SHALL BE ASTM 436, OVER-SIZED PLATE WASHERS SHALL BE ASTM A36, AND ALL HOT-DIPPED GALVANIZED.
 - ALL ANCHOR RODS SHALL BE SET WITH TEMPLATES.
- DEFORMED BAR REINFORCEMENT SHALL BE ASTM A615, GRADE 60, UNO, AND MEET THE FOLLOWING CRITERIA.
 - DEVELOPMENT LENGTH OF STRAIGHT BARS SHALL BE 48 TIMES THE DIAMETER OF THE BAR.
 - MINIMUM CLEAR CONCRETE COVER SHALL BE 3 INCHES.
 - ALL REINFORCING STEEL, ANCHOR RODS, DOWELS, AND INSERTS SHALL BE SECURED IN POSITION WITH WIRE POSITIONERS, OR EQUIVALENT, BEFORE PLACING CONCRETE.
- PYLON POLES ARE TO BE PAINTED "SHERWIN WILLIAMS SW-7019 GAUNTLET GRAY". FOLLOW MANUFACTURER'S SPEC FOR PAINTING.

B. SUBMITTALS:

- PRIOR TO SUBMITTAL, THE CONTRACTOR SHALL REVIEW THE SHOP DRAWINGS AND MAKE ANY CORRECTIONS REQUIRED. THE CONTRACTOR SHALL STAMP AND SIGN THE SHOP DRAWINGS PRIOR TO SUBMITTAL TO THE ENGINEER.
- THE CONTRACTOR SHALL SUBMIT PRODUCT DATA FOR PROPRIETARY MATERIAL AND ITEMS, INCLUDING FORMING ACCESSORIES, ADMIXTURES, PATCHING COMPOUNDS, SEALANTS, WATERSTOPS, JOINT SYSTEMS, CURING COMPOUNDS, AND OTHERS IN AND FOR CONSTRUCTION.
- THE FABRICATOR SHALL CLEARLY HIGHLIGHT/CLOUD ANY CHANGES MADE IN THE SHOP DRAWINGS WHICH DO NOT COMPLY WITH DESIGN DRAWINGS, ANY CHANGES MUST BE APPROVED BY THE ENGINEER PRIOR TO FABRICATION.
- CONTRACTOR TO SUBMIT THE FOLLOWING DRAWINGS TO ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION OF SIGN.
 - CONCRETE REINFORCING STEEL
 - ANCHOR RODS
 - CONCRETE MIX DESIGNS
 - STRUCTURAL STEEL
 - ADDITIONAL SHOP DRAWINGS REQUESTED IN THE SPECIFICATIONS.
- A COPY OF ALL SHOP DRAWINGS SHALL BE MAINTAINED ON SITE AT ALL TIMES.

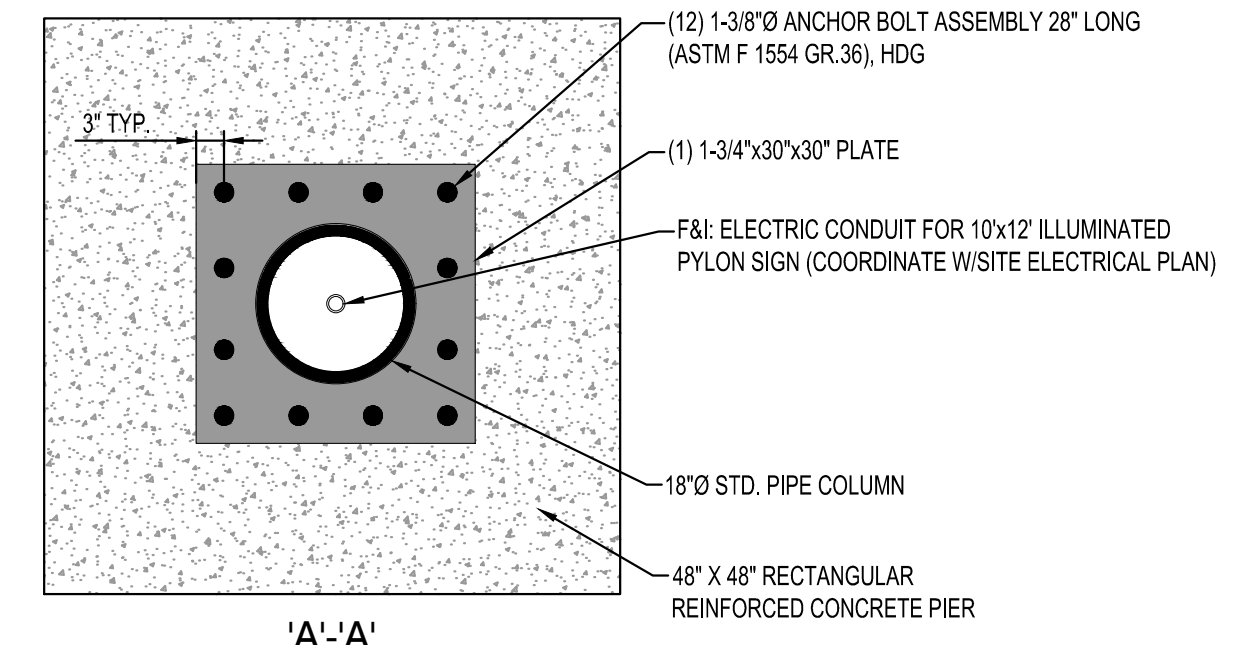
C. QUALITY CONTROL AND QUALITY ASSURANCE:

- COORDINATE FOR ENGINEER OR OWNER'S INDEPENDENT TESTING AGENCY TO INSPECT AND APPROVE REINFORCING STEEL AND EMBEDS PRIOR TO ORDERING CONCRETE.
- COORDINATE FOR OWNER'S INDEPENDENT TESTING AGENCY TO BE ON SITE AND PERFORM CONTINUOUS INSPECTION WHILE CONCRETE PLACEMENT IS OCCURRING. PROVIDE NOTICE NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE PLACEMENT.
- COORDINATE WITH OWNER'S INDEPENDENT TESTING AGENCY TO SAMPLE CONCRETE AT TIME OF PLACEMENT IN ORDER TO PERFORM SLUMP, AIR, TEMPERATURE AND CASTING OF CYLINDERS.
- ANY AND ALL WORK PERFORMED WITHOUT PROPER INSPECTION AND TESTING AS OUTLINED IN THIS SPECIFICATION WILL BE CONSIDERED UNAUTHORIZED WORK. ANY CORRECTIVE MEASURES REQUIRED OF THE UNAUTHORIZED WORK WILL BE AT CONTRACTORS OWN EXPENSE.



DETAIL 'B'

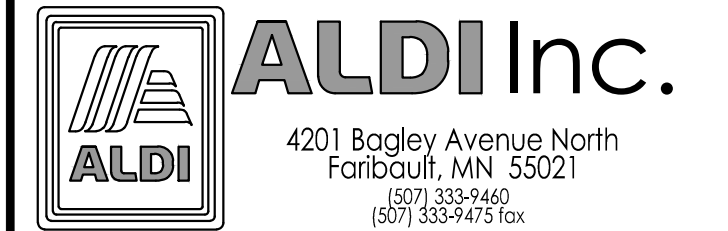
N.T.S.



'A'-'A'



MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



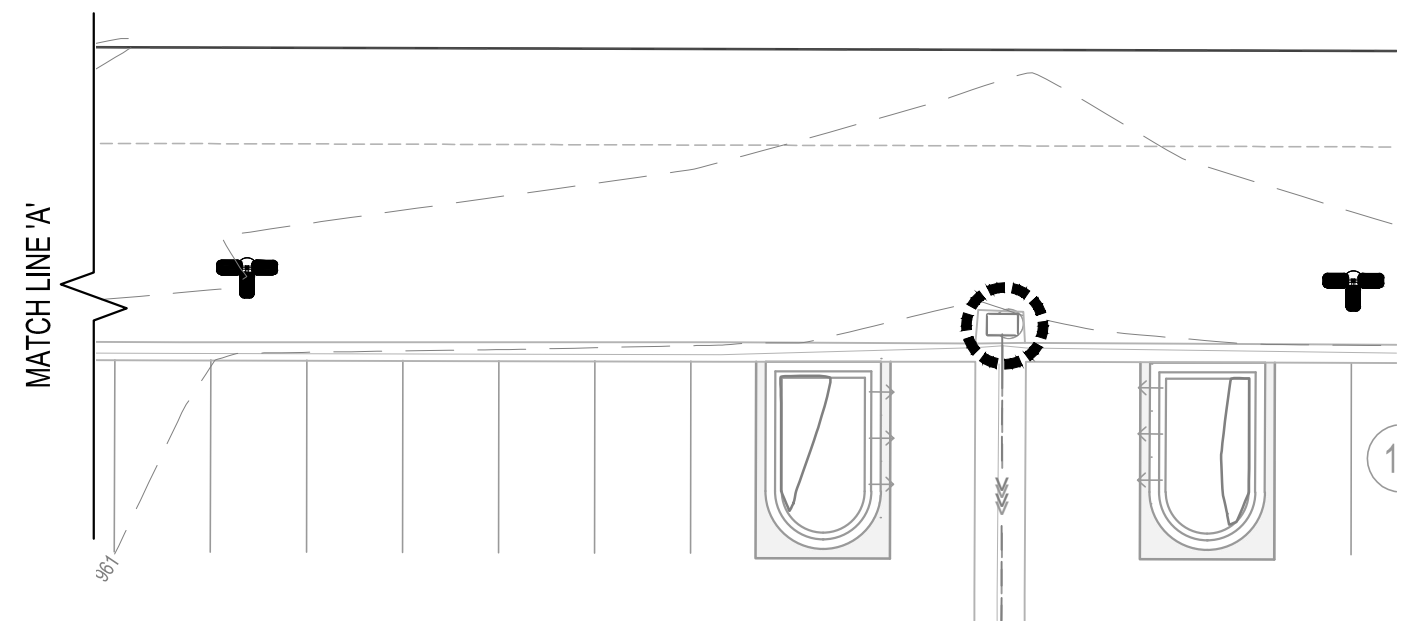
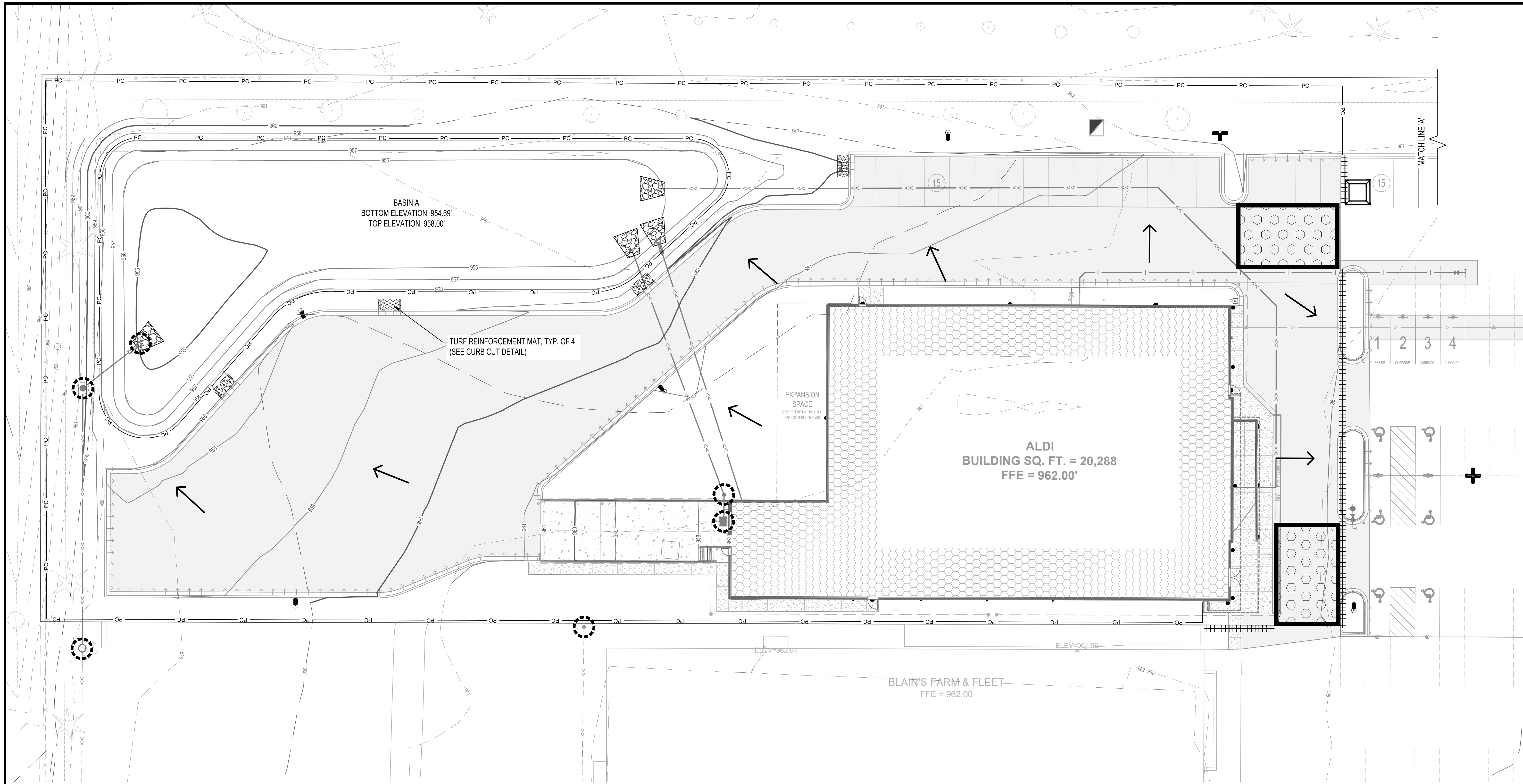
ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

PYLON SIGN DETAILS

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	C-025
Designed By: JMF	Drawing No.
Reviewed By: RJA	

Issued:	Date:
A SITE PLAN SUBMITTAL	02/19/21
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EROSION CONTROL LEGEND	
SYMBOL	DESCRIPTION
	RANDOM RIPRAP, CLASS 3
	PERIMETER CONTROL
	STORM DRAIN INLET PROTECTION
	ROCK CONSTRUCTION EXIT
	TURF REINFORCEMENT MAT, CATEGORY 3
	CONCRETE WASHOUT AREA
	EXISTING DRAINAGE ARROW

	PROPOSED DRAINAGE ARROW
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)

PERIMETER CONTROL CAN BE SILT FENCE OR SEDIMENT CONTROL LOG.
SEE SITE RESTORATION PLAN FOR FINAL TURF ESTABLISHMENT.

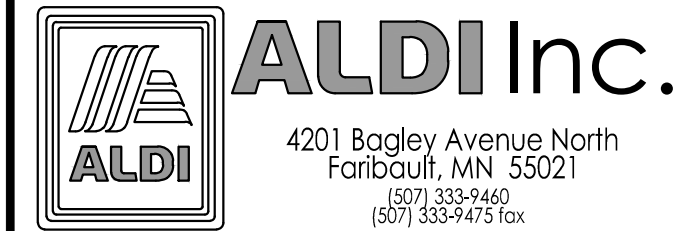
NOTE: EROSION CONTROL PLAN COVERAGE INCLUDES ELECTRIC, GAS, TELEPHONE, AND CABLE INSTALLATION. EACH COMPANY OR THEIR SUBCONTRACTOR IS RESPONSIBLE TO FOLLOW THE REQUIREMENTS OF THIS PLAN, INCLUDING PROVIDING THEIR OWN RESTORATION IF INSTALLATION OCCURS AFTER PRIMARY INSTALLATION OF SEEDING/SODDING/MULCHING DURING CONSTRUCTION OF EACH UTILITY.

EROSION CONTROL QUANTITIES		
DESCRIPTION	UNITS	QUANTITY
RANDOM RIPRAP, CLASS 3	CY	16
STORM DRAIN INLET PROTECTION	EACH	7
PERIMETER CONTROL	LF	2,010
STABILIZED CONSTRUCTION EXIT	EACH	2
SEDIMENT CONTROL LOG	LF	195
CONCRETE WASHOUT AREA	EA	1

QUANTITIES ARE FOR INFORMATIONAL PURPOSES TO MEET THE REQUIREMENTS OF THE CONSTRUCTION STORMWATER PERMIT. NO GUARANTEE IS MADE TO THE ACTUAL QUANTITIES REQUIRED.



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 PHONE: 952.426.0699



ALDI Inc. Store #: 64
 CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY

Project Name & Location:

SITE EROSION CONTROL PLAN

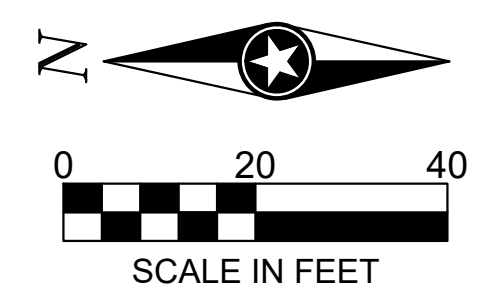
Drawing Name:

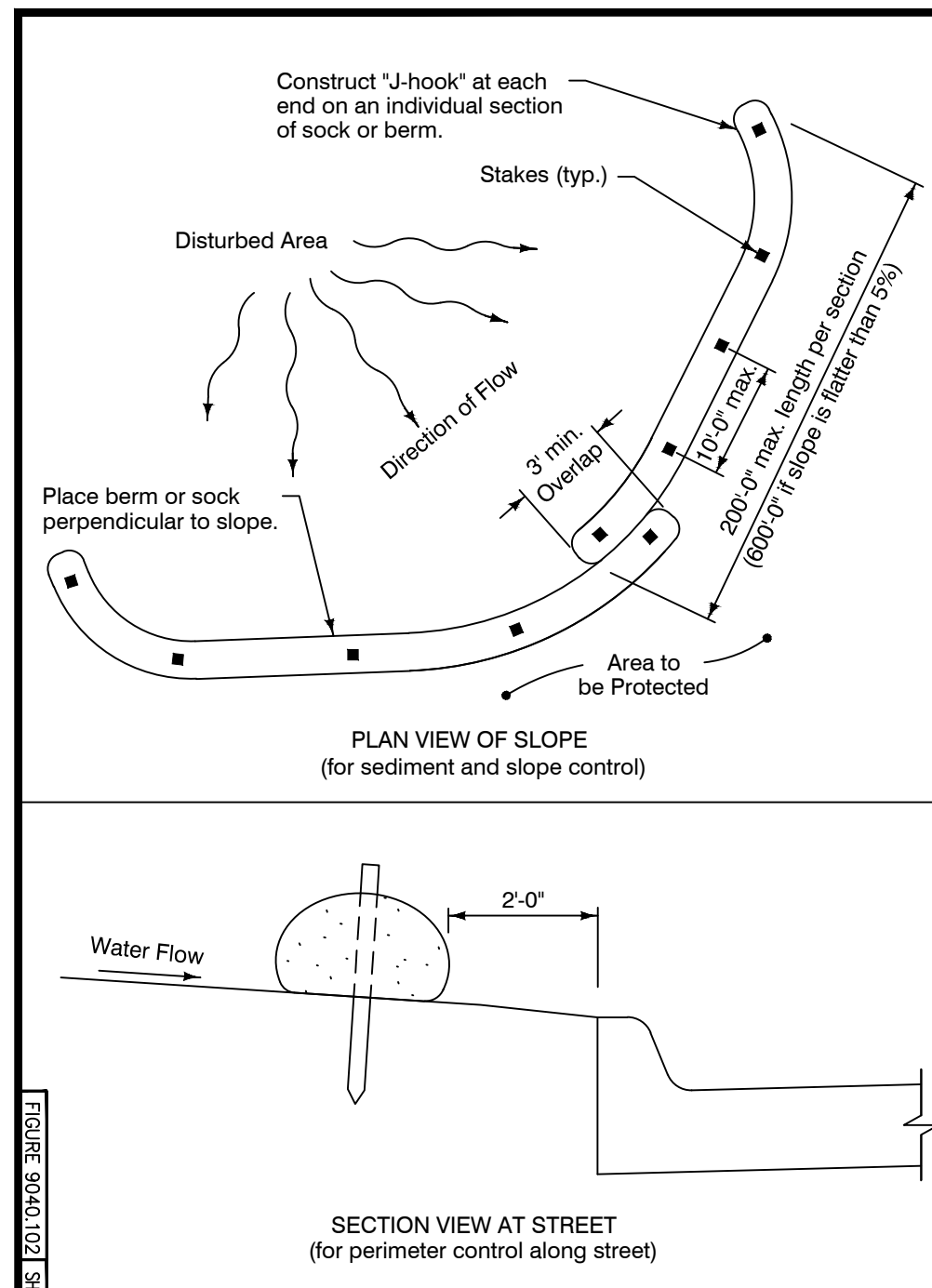
Type: V7.0 ER ISG Project No.

Drawn By: JMF 16-19997

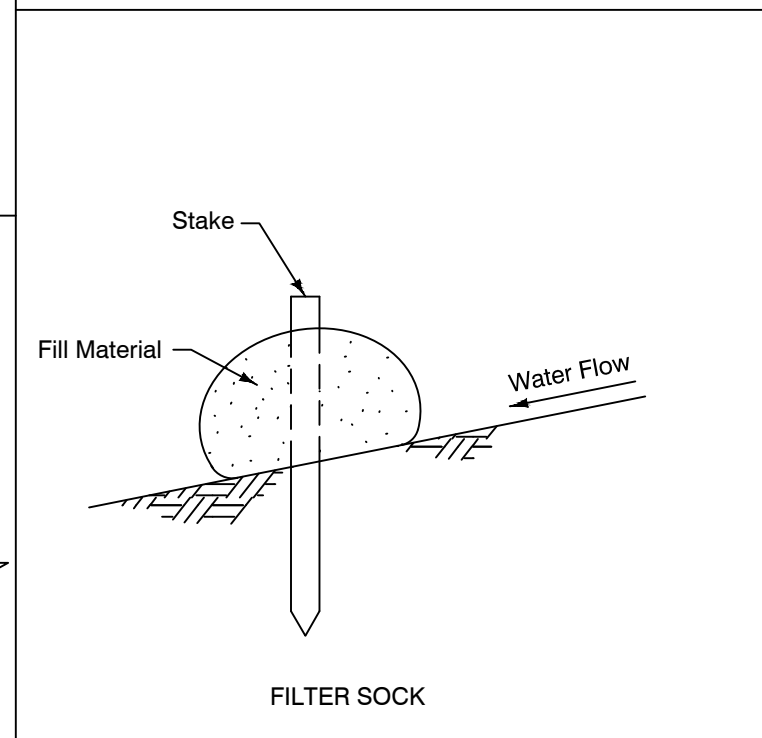
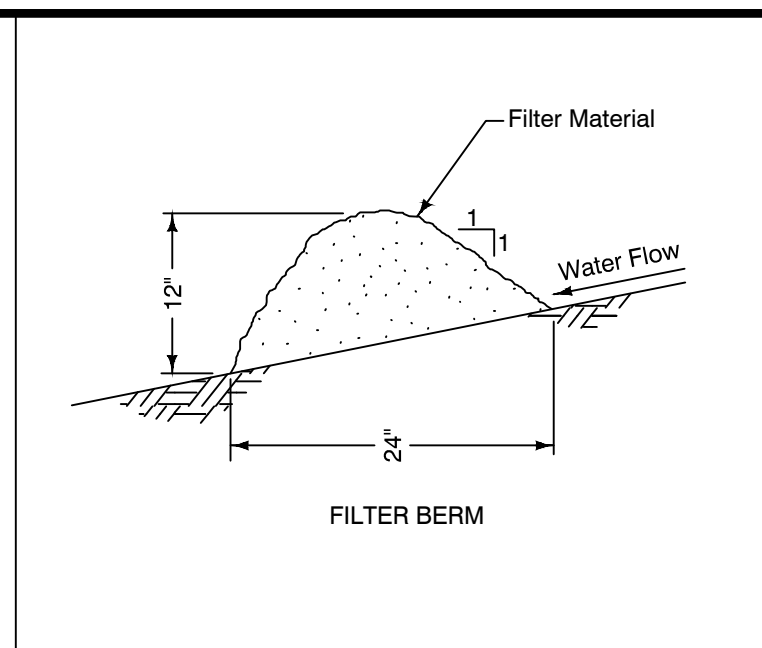
Designed By: JMF C-110

Reviewed By: RJA Drawing No.



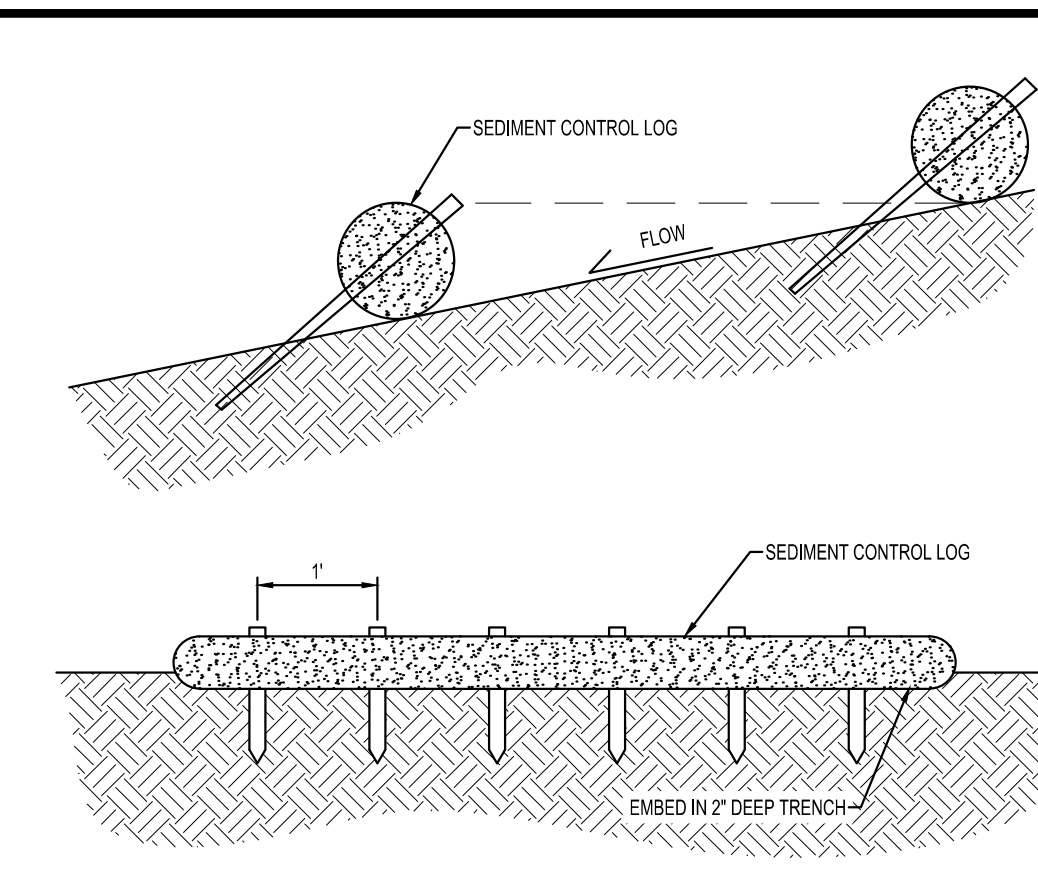


TYPICAL PLACEMENT OF BERM OR SOCK



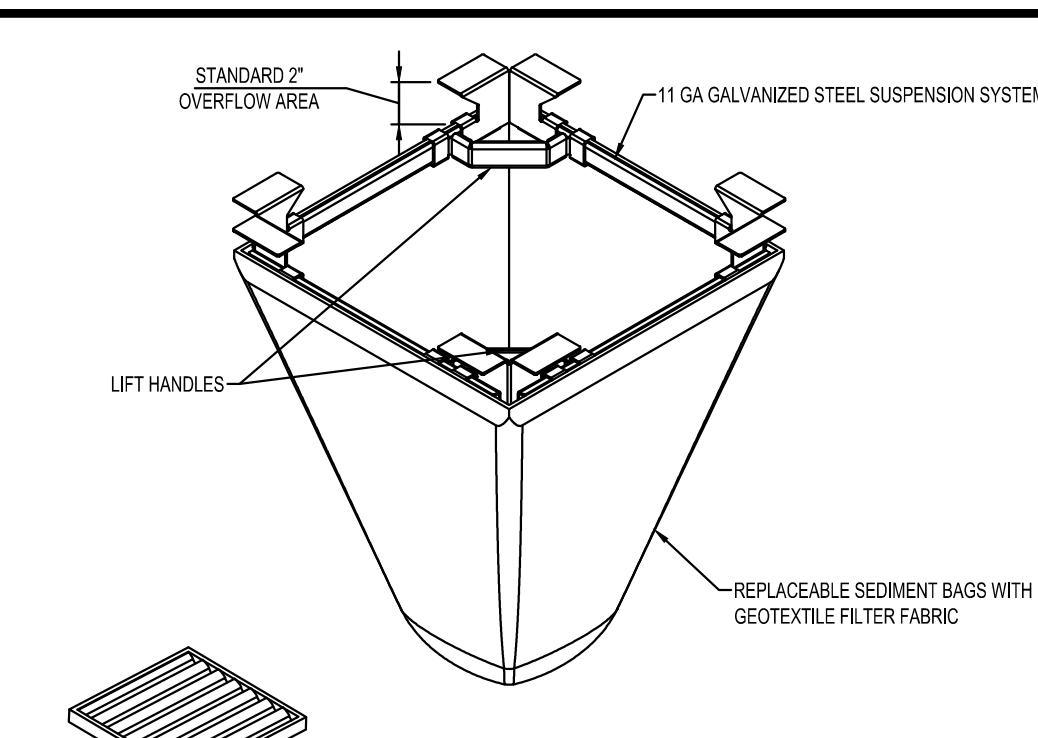
Berm shown is typical for slopes flatter than 3:1. For steeper slopes, increase berm size as directed by the Engineer.
Place berm in uncompacted windrow perpendicular to the slope at locations specified in the contract documents.
Filter sock diameter as specified in the contract documents.

SUDAS 9040.102
REVISION 4 10-17-17
SUDAS Standard Specifications
FILTER BERM AND FILTER SOCK
SHEET 1 OF 1



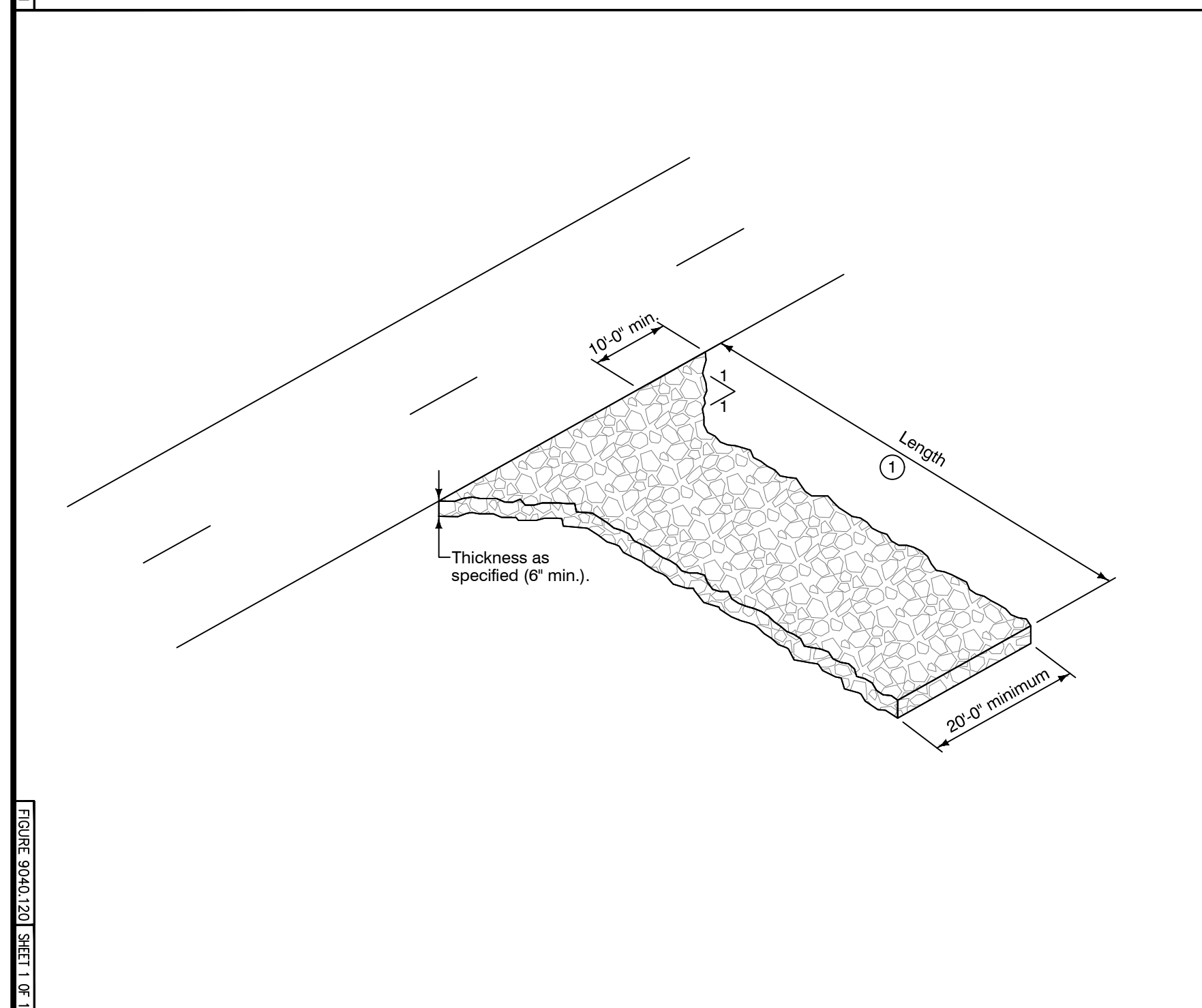
NOTES:
SEDIMENT CONTROL LOGS TO BE 6" DIAMETER UNLESS OTHERWISE NOTED.
STAKED INTO THE GROUND WITH WOOD STAKES.
WOOD STAKES ARE A MINIMUM OF 2"x16"x2" UNLESS PRECLUDED BY PAVED SURFACE OR ROCK.
WOOD STAKES DRIVEN THROUGH BACK HALF OF SEDIMENT CONTROL LOG AT AN APPROXIMATE ANGLE OF 45° WITH THE TOP OF STAKE POINTING UP STREAM.
WHEN MORE THAN ONE SEDIMENT CONTROL LOG IS NEEDED, OVERLAP ENDS A MINIMUM OF 6" AND STAKE

SEDIMENT CONTROL LOG STAKING
NTS EC300



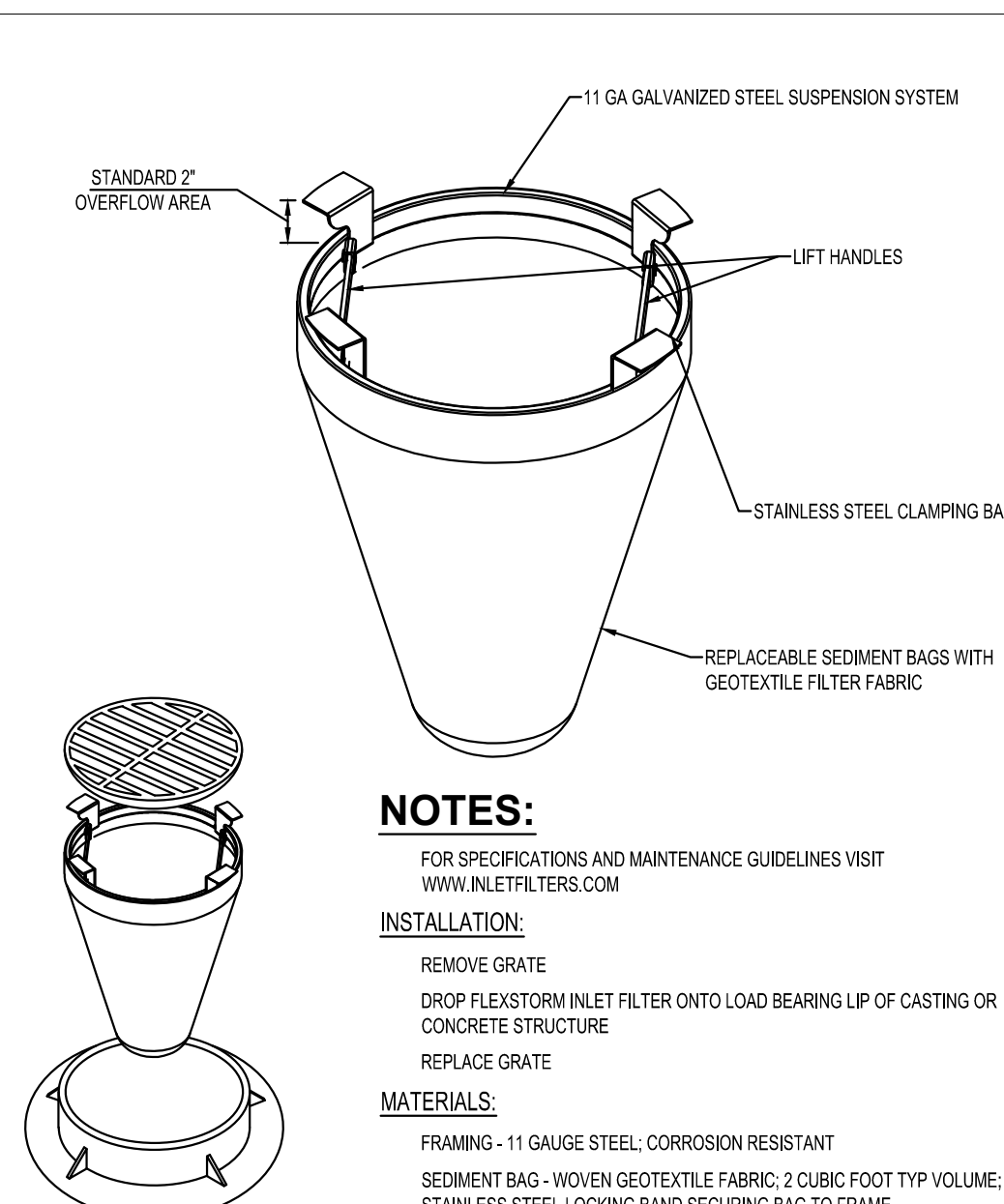
NOTES:
FOR SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM
INSTALLATION:
REMOVE GRATE
DROP FLEXSTORM INLET FILTER ONTO LOAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE
REPLACE GRATE
MATERIALS:
FRAMING - 11 GAUGE STEEL, CORROSION RESISTANT
SEDIMENT BAG - WOVEN GEOTEXTILE FABRIC, 2 CUBIC FOOT TYP VOLUME
STAINLESS STEEL LOCKING BAND SECURING BAG TO FRAME

RECTANGULAR FILTER INLET PROTECTION
NTS EC211



1 Entrance length: 50 foot minimum (30 foot for single family residential), or as specified in the contract documents. Length of entrance may be increased if sediment track-out occurs.

SUDAS 9040.120
REVISION 2 10-21-14
SUDAS Standard Specifications
STABILIZED CONSTRUCTION ENTRANCE
SHEET 1 OF 1



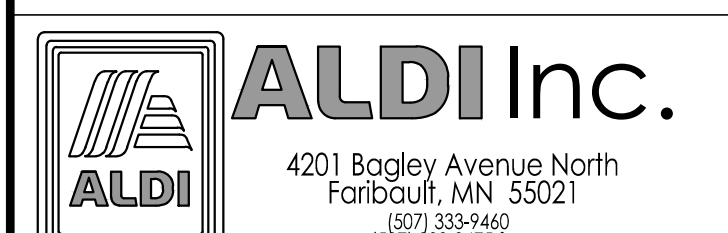
NOTES:
FOR SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.INLETFILTERS.COM
INSTALLATION:
REMOVE GRATE
DROP FLEXSTORM INLET FILTER ONTO LOAD BEARING LIP OF CASTING OR CONCRETE STRUCTURE
REPLACE GRATE
MATERIALS:
FRAMING - 11 GAUGE STEEL, CORROSION RESISTANT
SEDIMENT BAG - WOVEN GEOTEXTILE FABRIC, 2 CUBIC FOOT TYP VOLUME
STAINLESS STEEL LOCKING BAND SECURING BAG TO FRAME

ROUND FILTER INLET PROTECTION
NTS EC210

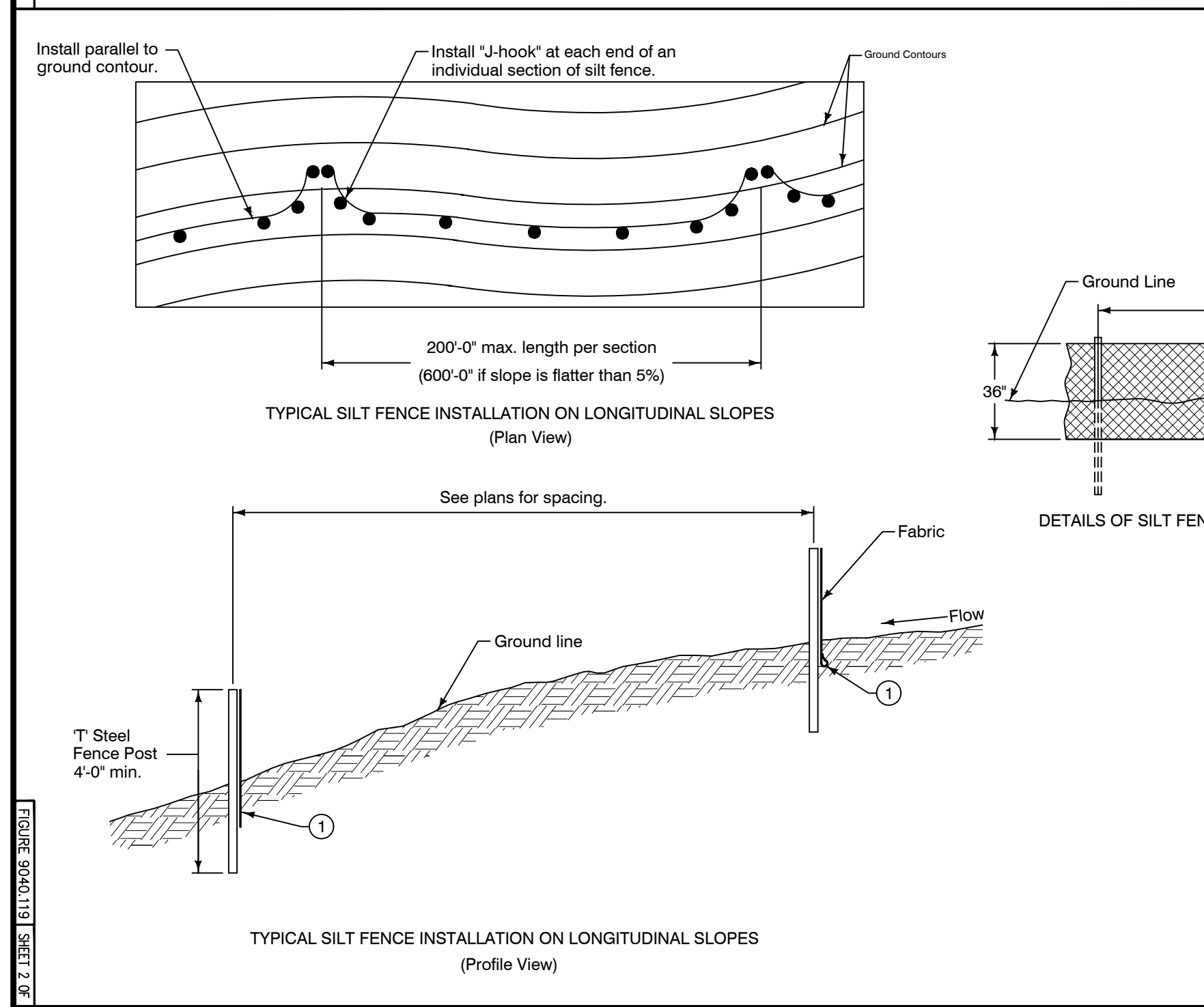
Issued:	Date:
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MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
7900 INTERNATIONAL DRIVE
INTERNATIONAL PLAZA, SUITE 550
MINNEAPOLIS, MN 55425
PHONE: 952.426.0699



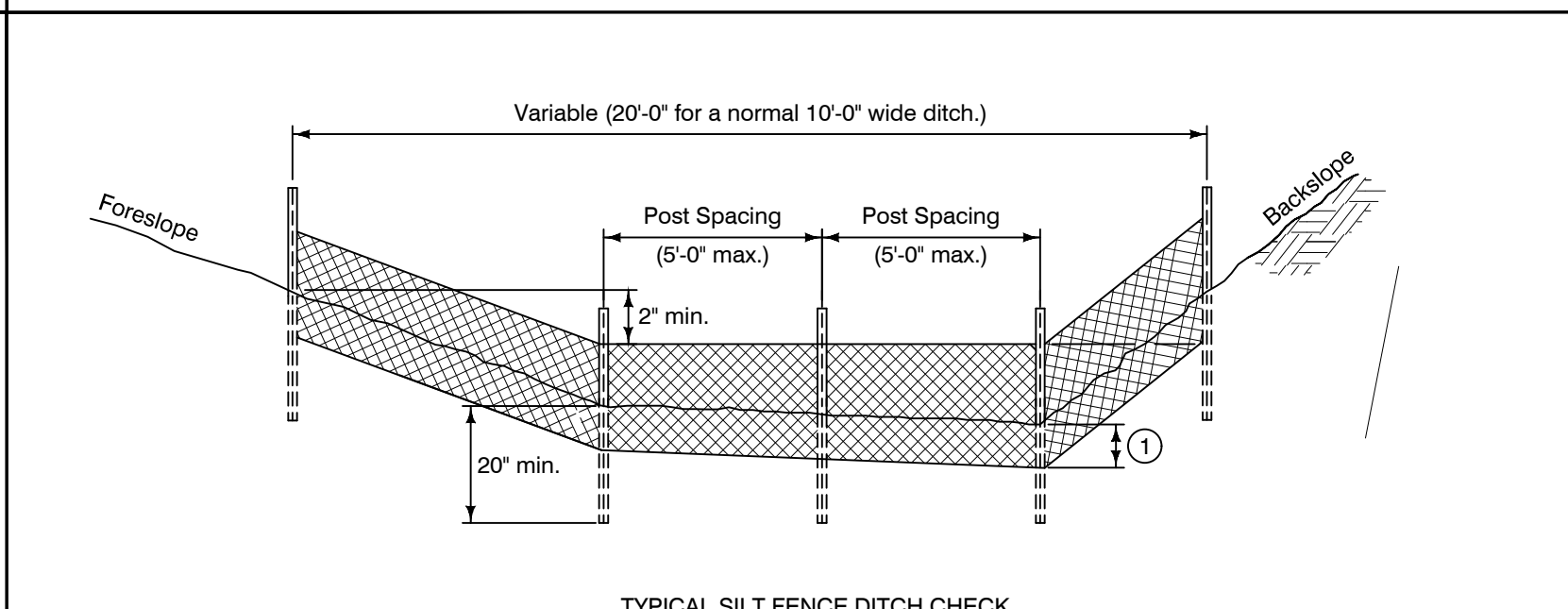
ALDI Inc. Store #: 64
CEDAR FALLS, IA
219 BRANDILYNN BLVD
CEDAR FALLS, IA 50613
BLACKHAWK COUNTY
Project Name & Location:



1 Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).
2 Reduce post spacing to 5'-0" at water concentration areas, or as required to adequately support fence.

Ground Line
Fabric
8'-0" Spacing
24"
36"
DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES

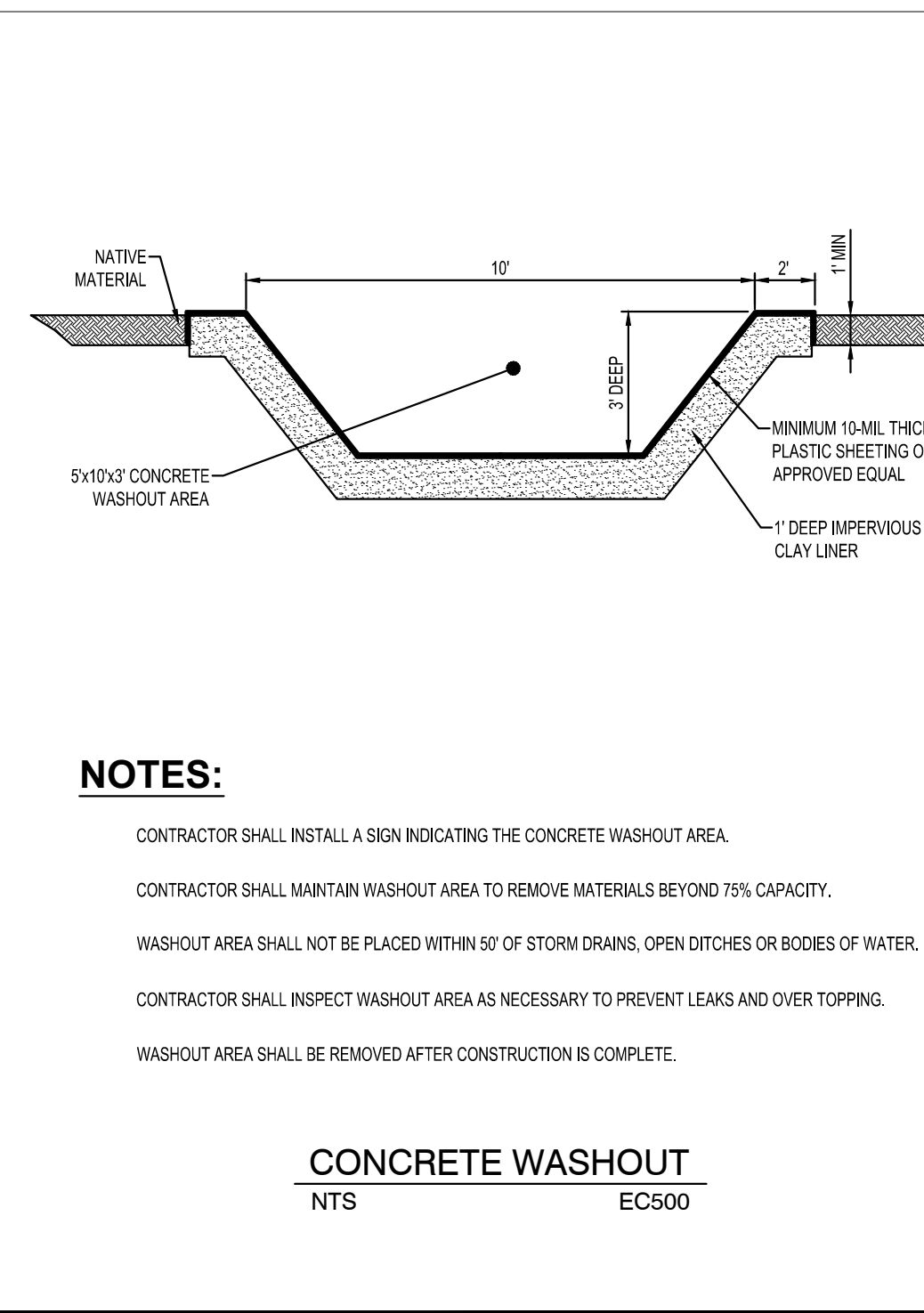
SUDAS 9040.119
REVISION 2 10-21-14
SUDAS Standard Specifications
SILT FENCE
SHEET 2 OF 2



1 Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).

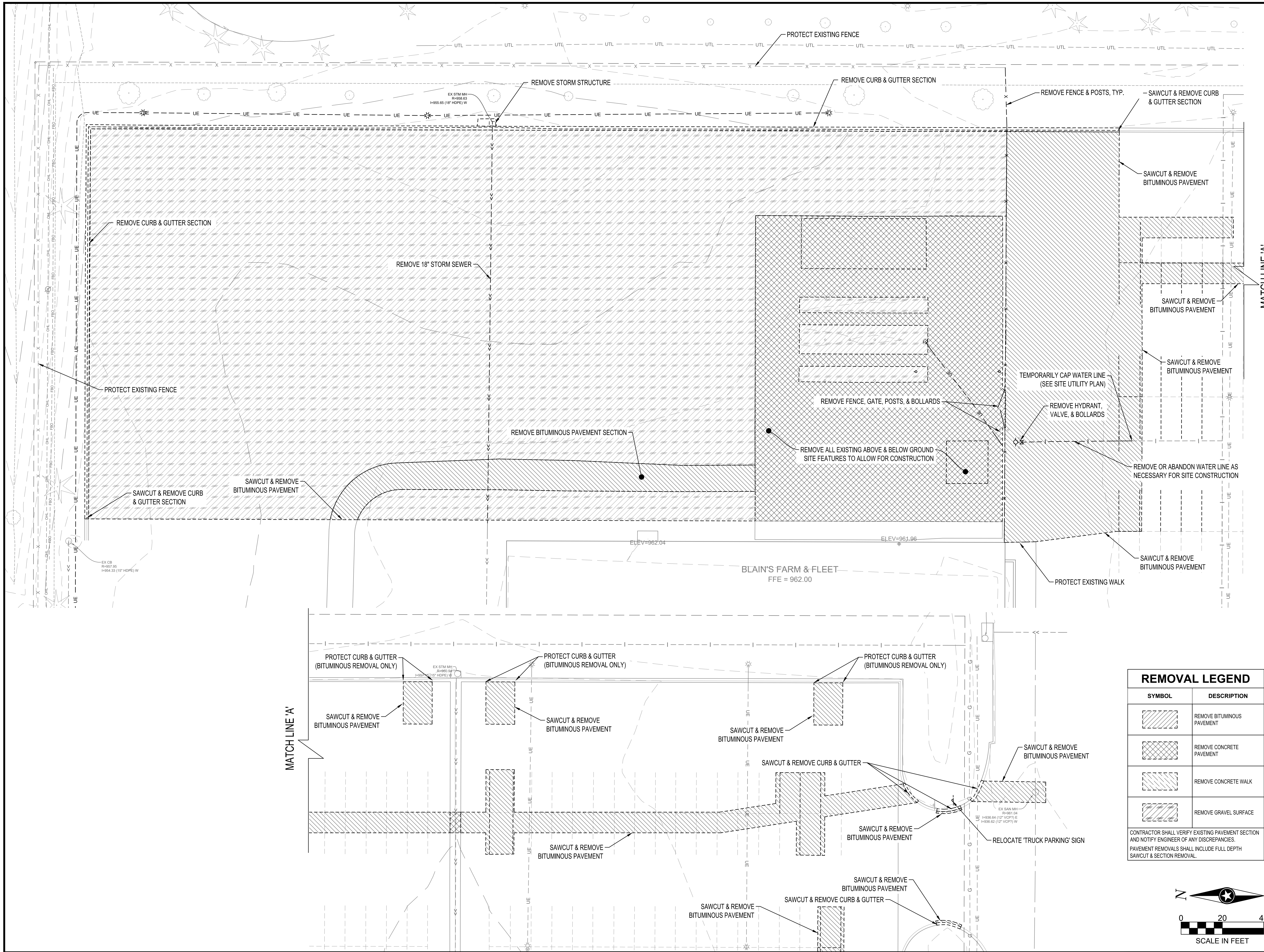
Wire or Cable Ties
Fabric
Post
ATTACHMENT TO POST

SUDAS 9040.119
REVISION 2 10-21-14
SUDAS Standard Specifications
SILT FENCE
SHEET 1 OF 2



CONCRETE WASHOUT
NTS EC500

SITE EROSION CONTROL DETAILS
Drawing Name:
Type: V7.0 ER
Drawn By: JMF
Designed By: JMF
Reviewed By: RJA
ISG Project No. 16-19997
C-120
Drawing No. 389

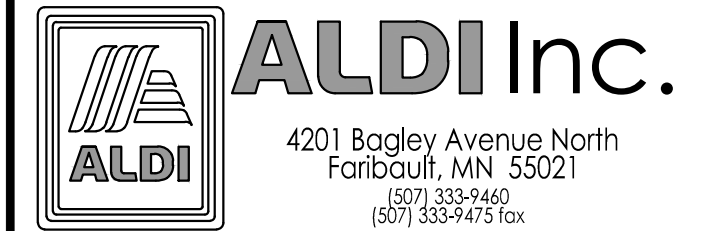


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MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



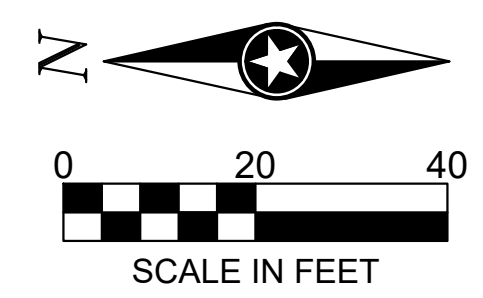
ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

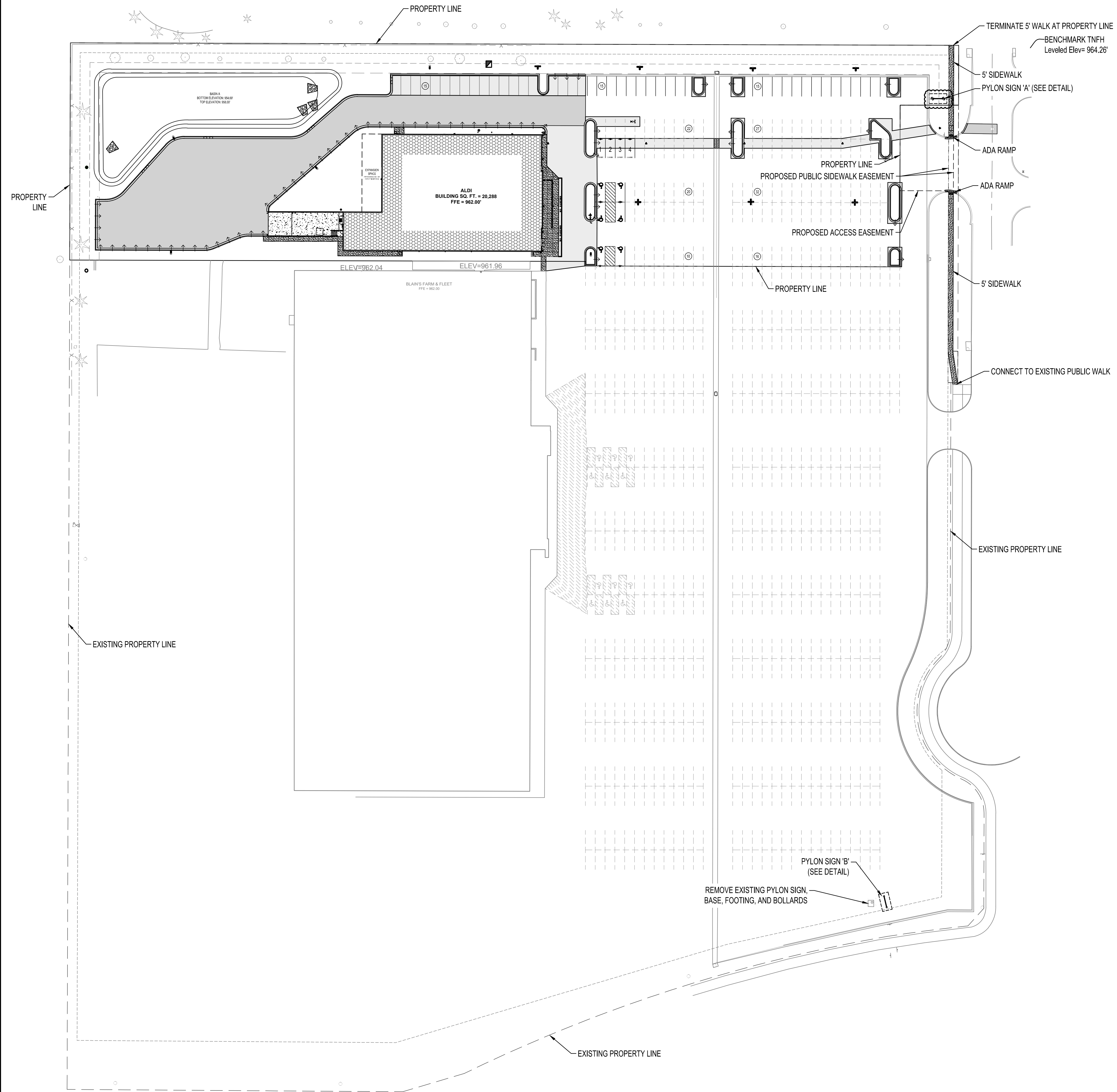
EXISTING SITE & REMOVAL PLAN

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	C-210
Designed By: JMF	Drawing No.
Reviewed By: RJA	

REMOVAL LEGEND	
SYMBOL	DESCRIPTION
	REMOVE BITUMINOUS PAVEMENT
	REMOVE CONCRETE PAVEMENT
	REMOVE CONCRETE WALK
	REMOVE GRAVEL SURFACE

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
 PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT & SECTION REMOVAL.





BID ITEMS:

BASE BID: CONSISTS OF ALL WORK AS SHOWN WITHIN THIS PLAN SET.

BID ALTERNATE #4: SEAL COAT AND CRACK FILL ALL EXISTING PAVEMENT WITHIN THE ALDI PROPERTY BOUNDARY NOT BEING REPLACED AS PART OF THE BASE BID.

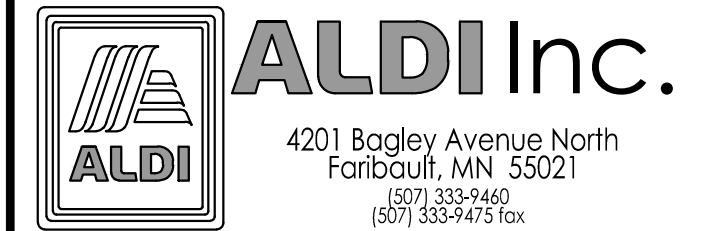
BID ALTERNATE #5: PERFORM 1.5" MILL AND OVERLAY OF ALL EXISTING PAVEMENT WITHIN THE ALDI PROPERTY BOUNDARY NOT BEING REPLACED AS PART OF THE BASE BID.

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Revisions:	Date:
1 ADDENDUM 1	04/16/21
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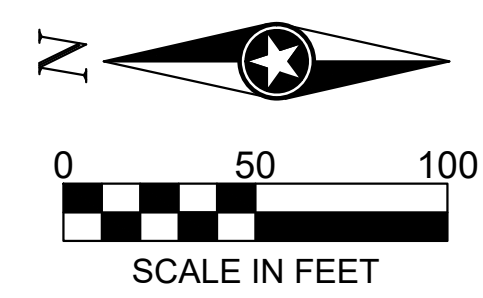
MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



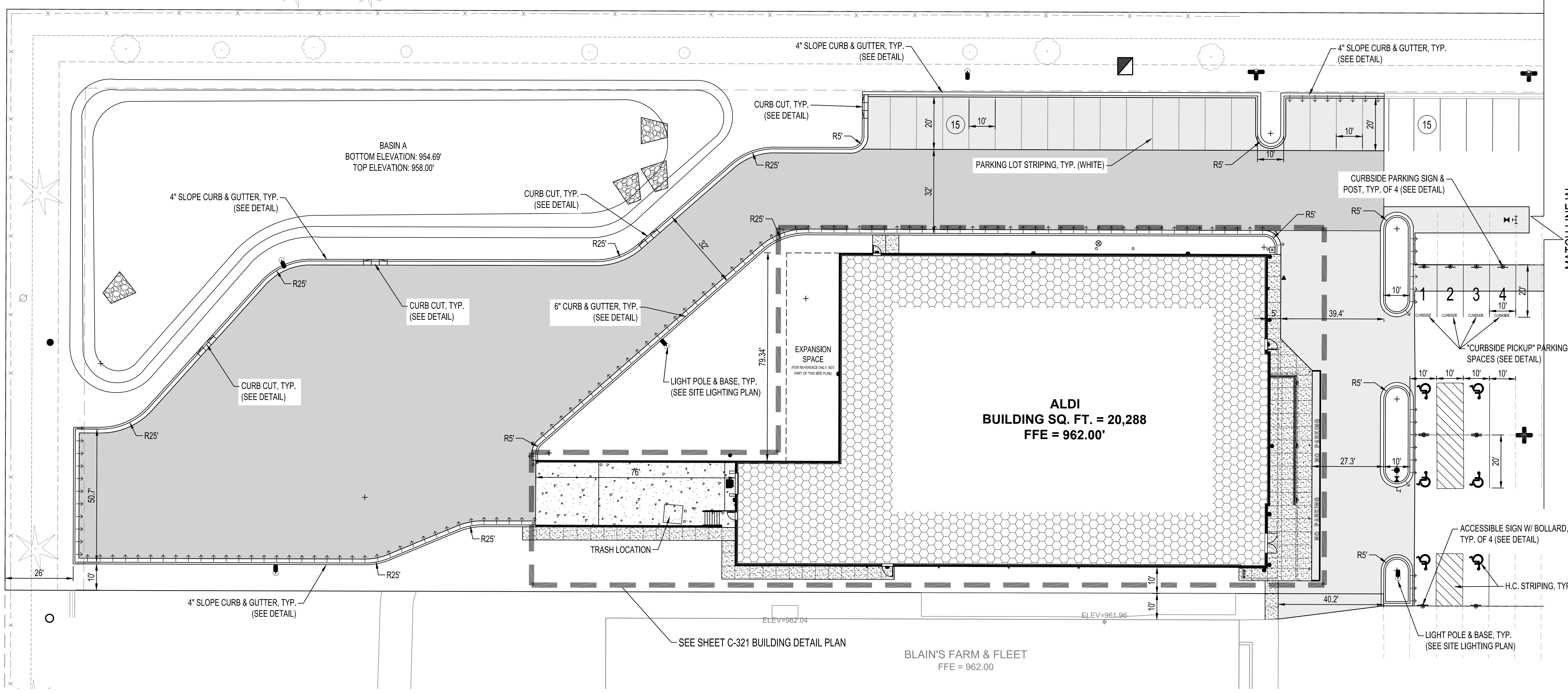
ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

OVERALL SITE PLAN

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	C-300
Designed By: JMF	Drawing No.
Reviewed By: RJA	



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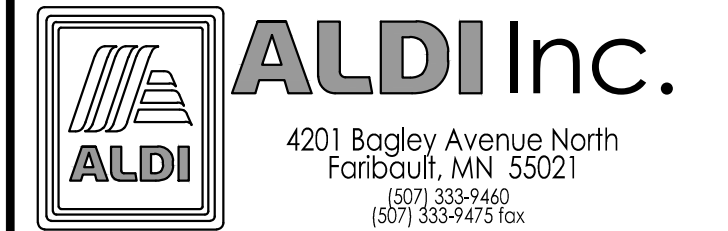
MATCH LINE 'A'

MATCH LINE 'A'

MATCH LINE 'B'

MATCH LINE 'B'

MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

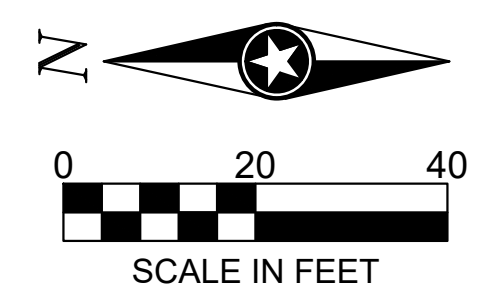
SITE PLAN

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	C-310
Designed By: JMF	Drawing No.
Reviewed By: RJA	

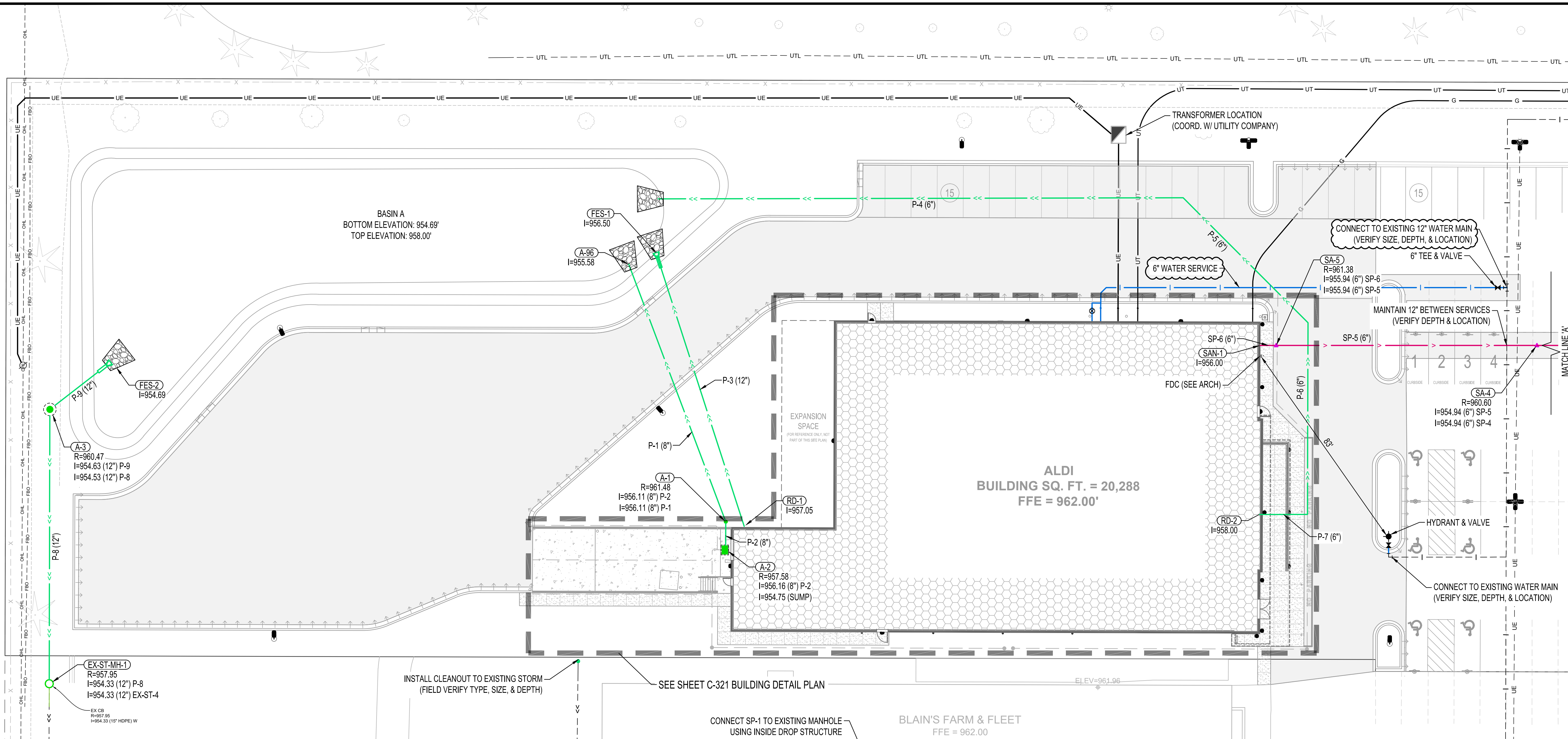
PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	BITUMINOUS PAVEMENT
[Symbol]	HEAVY DUTY BITUMINOUS PAVEMENT
[Symbol]	CONCRETE WALK
[Symbol]	REVERSE PITCH CONCRETE CURB & GUTTER

NOTE: F&I: ALL PARKING LOT STRIPING AND MARKINGS AS SHOWN

NOTE: ALDI MAILBOX & POST LOCATION TO BE DETERMINED BY U.S. POSTMASTER (SEE DETAIL FOR DESIGN CRITERIA)



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NOTES:

- ALL UTILITIES ARE TO BE CONSTRUCTED TO 5' OUTSIDE OF BUILDING AND ARE TO BE CONNECTED TO BUILDING BY MECHANICAL/PLUMBING CONTRACTOR.
- ENSURE 18" VERTICAL BETWEEN ALL PROPOSED & EXISTING WATER, STORM, & SANITARY.
- R = TOP BACK OF CURB ELEVATIONS FOR CURB STYLE CATCH BASINS, NOT GUTTER ELEVATIONS

EXISTING		PROPOSED	
--- >> ---	STORM DRAIN	--- >> ---	STORM DRAIN
--- > ---	SANITARY SEWER	--- > ---	SANITARY SEWER
--- ---	SANITARY SEWER FORCEMAIN	--- ---	SANITARY SEWER FORCEMAIN
--- ---	WATER MAIN	--- ---	WATER MAIN
--- G ---	GAS	--- G ---	GAS
--- OE ---	OVERHEAD ELECTRIC	--- OE ---	OVERHEAD ELECTRIC
--- UE ---	UNDERGROUND ELECTRIC	--- UE ---	UNDERGROUND ELECTRIC
--- UT ---	UNDERGROUND TELEPHONE	--- UT ---	UNDERGROUND TELEPHONE
--- UTV ---	UNDERGROUND TV	--- UTV ---	UNDERGROUND TV
--- OHL ---	OVERHEAD UTILITY	--- OHL ---	OVERHEAD UTILITY
--- UTL ---	UNDERGROUND UTILITY	--- UTL ---	UNDERGROUND UTILITY
--- FBO ---	FIBER OPTIC	--- FBO ---	FIBER OPTIC

NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (in)	STRUCTURE MATERIAL	CASTING	TOP OF CASTING ELEVATION	INVERT ELEVATION	OUTLET PIPE
SA-1	CLEANOUT	6 Ø	PVC	SOLID	962.28	951.94	SP-1
SA-2	CLEANOUT	6 Ø	PVC	SOLID	961.26	952.94	SP-2
SA-3	CLEANOUT	6 Ø	PVC	SOLID	960.33	953.94	SP-3
SA-4	CLEANOUT	6 Ø	PVC	SOLID	960.60	954.94	SP-4
SA-5	CLEANOUT	6 Ø	PVC	SOLID	961.38	955.94	SP-5

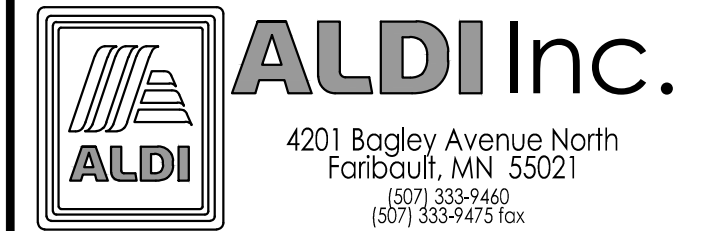
PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE (IN)	MATERIAL	PIPE GRADE	PIPE LENGTH (FT)
P-1	A-1	956.11	A-96	955.58	8	PVC	0.50%	105
P-2	A-2	956.16	A-1	956.11	8	PVC	0.50%	11
P-3	RD-1	957.05	FES-1	956.50	12	HDPE	0.50%	110
P-4	A-88	957.11	A-87	956.00	6	PVC	0.55%	201
P-5	A-89	957.48	A-88	957.11	6	PVC	0.55%	68
P-6	A-90	957.88	A-89	957.48	6	PVC	0.55%	73
P-7	RD-2	958.00	A-90	957.89	6	PVC	0.62%	18
P-8	A-3	954.53	EX-ST-MH-1	954.33	12	HDPE	0.19%	105
P-9	FES-2	954.69	A-3	954.63	12	HDPE	0.19%	29

APRON NO.	APRON SIZE (in)	APRON MATERIAL	INVERT ELEVATION	PIPE NO.
FES-1	12	HDPE	956.50	P-3
FES-2	12	HDPE	954.69	P-9

STRUCTURE NO.	STRUCTURE TYPE	STRUCTURE SIZE (in)	STRUCTURE MATERIAL	CASTING	* TOP OF CASTING ELEVATION	INVERT ELEVATION	OUTLET PIPE
A-1	CLEANOUT	8 Ø	PVC	SOLID	961.48	956.11	P-1
A-2	SEE DETAIL	36 x 24	RC	NEENAH-R3210-Q	957.58	954.75	P-2
A-3	SW-401	48 Ø	RC	OVERFLOW GRATE	960.47	954.53	P-8

PIPE NO.	DRAIN FROM	INLET ELEVATION	DRAIN TO	OUTLET ELEVATION	PIPE SIZE	MATERIAL	PIPE CLASS	PIPE GRADE	PIPE LENGTH (FT)
SP-1	SA-1	951.94	EX-SAN-MH-1	951.41	6"	PVC	SDR-26	1.00%	53
SP-2	SA-2	952.94	SA-1	951.94	6"	PVC	SDR-26	1.00%	100
SP-3	SA-3	953.94	SA-2	952.94	6"	PVC	SDR-26	1.00%	100
SP-4	SA-4	954.94	SA-3	953.94	6"	PVC	SDR-26	1.00%	100
SP-5	SA-5	955.94	SA-4	954.94	6"	PVC	SDR-26	1.00%	100
SP-6	SAN-1	956.00	SA-5	955.94	6"	PVC	SDR-26	1.00%	6

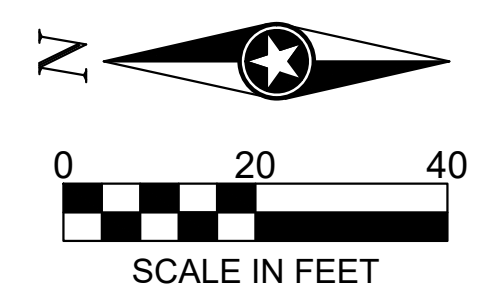
MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



ALDI Inc. Store #: 64
 CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

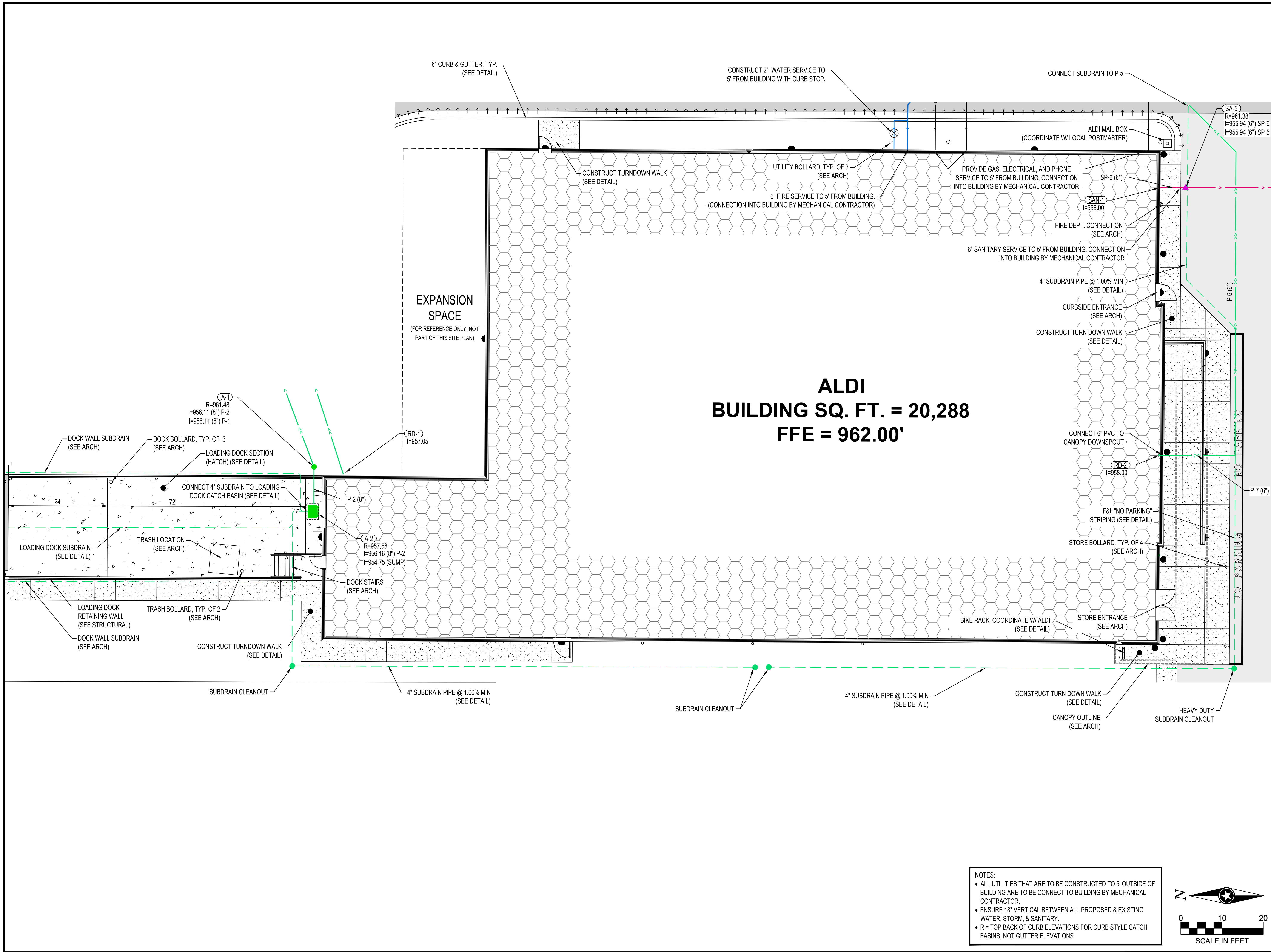
SITE UTILITY PLAN

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-320
Reviewed By: RJA	Drawing No.



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ALDI
BUILDING SQ. FT. = 20,288
FFE = 962.00'



MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699

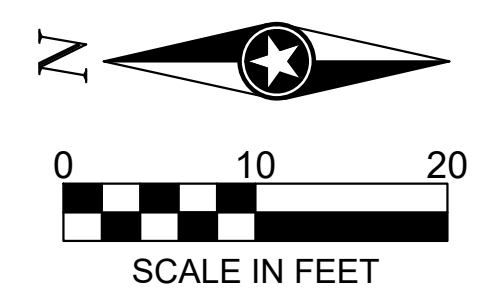


ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

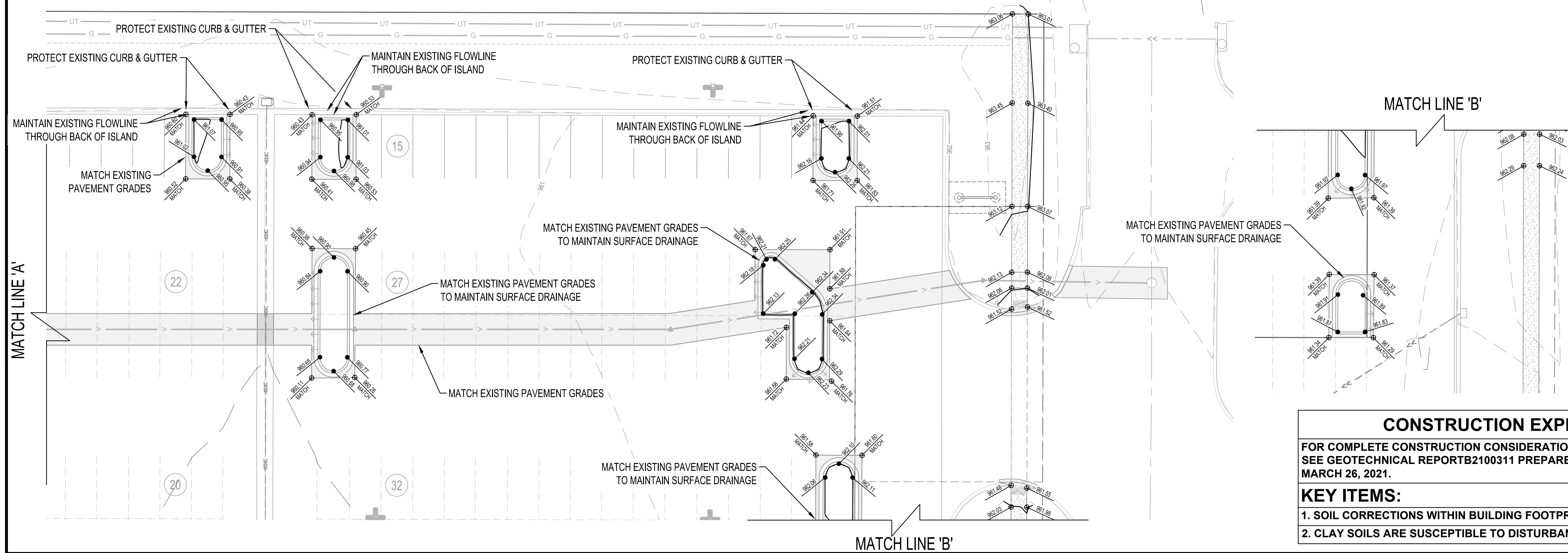
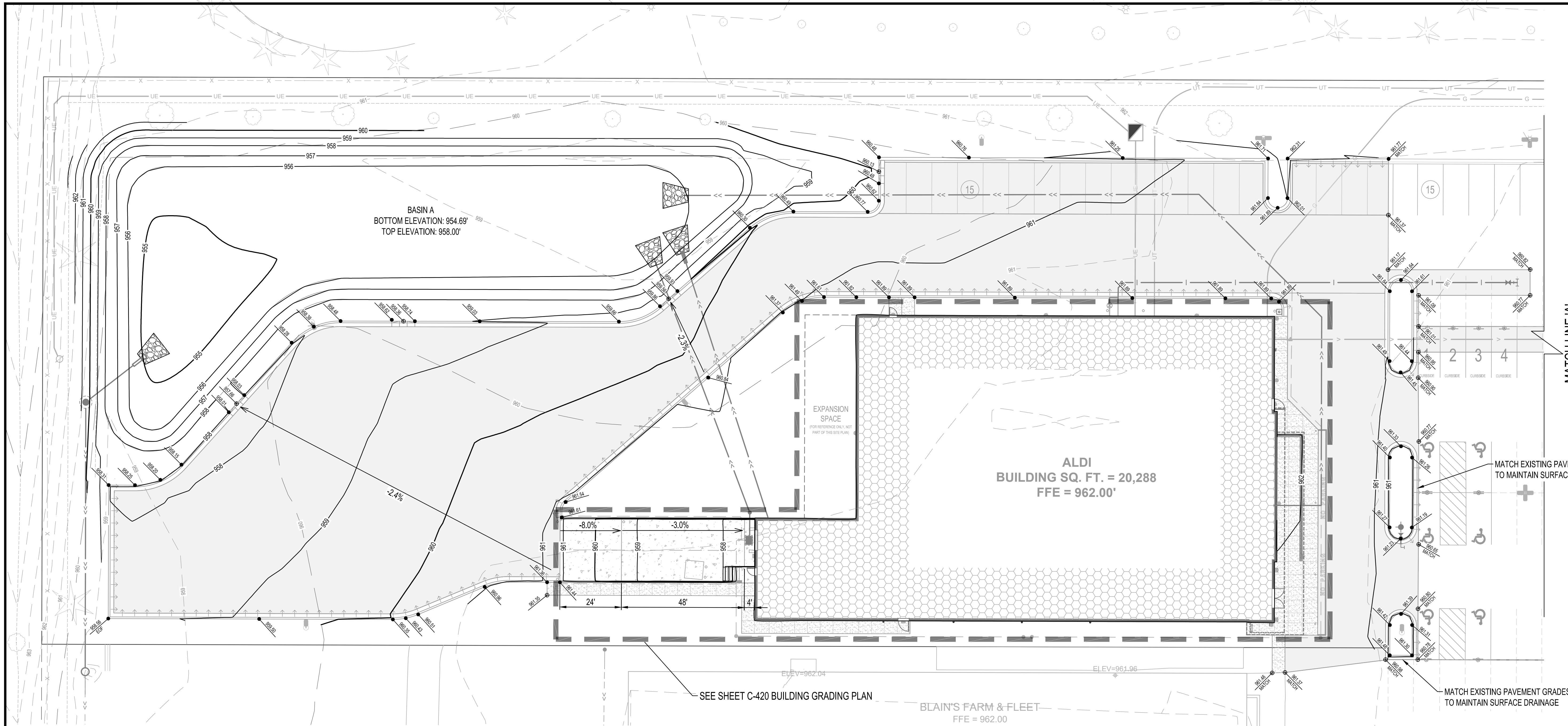
BUILDING DETAIL PLAN

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-321
Reviewed By: RJA	Drawing No.

- NOTES:**
- ALL UTILITIES THAT ARE TO BE CONSTRUCTED TO 5' OUTSIDE OF BUILDING ARE TO BE CONNECT TO BUILDING BY MECHANICAL CONTRACTOR.
 - ENSURE 18" VERTICAL BETWEEN ALL PROPOSED & EXISTING WATER, STORM, & SANITARY.
 - R = TOP BACK OF CURB ELEVATIONS FOR CURB STYLE CATCH BASINS, NOT GUTTER ELEVATIONS



Issued:		Date:
A	SITE PLAN SUBMITTAL	02/19/21
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C	BID SET	04/05/21
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Revisions:		Date:
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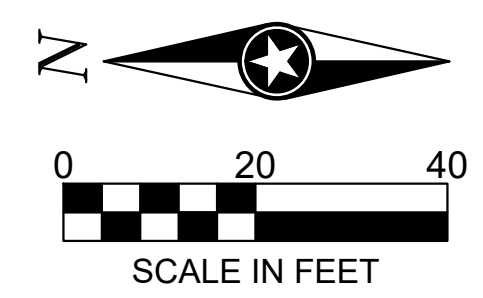


GRADING LEGEND	
---101---	EXISTING CONTOUR (MINOR INTERVAL)
---100---	EXISTING CONTOUR (MAJOR INTERVAL)
—101—	PROPOSED CONTOUR (MINOR INTERVAL)
—100—	PROPOSED CONTOUR (MAJOR INTERVAL)
● 961.2	PROPOSED SPOT ELEVATION
● 961.2	PROPOSED TOP BACK OF CURB SPOT ELEVATION
-X.X%	SURFACE GRADE / DIRECTION

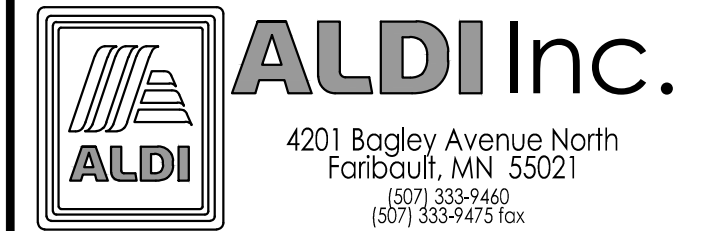
GENERAL GRADING NOTES
 PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.

CONSTRUCTION EXPECTATIONS
 FOR COMPLETE CONSTRUCTION CONSIDERATIONS AND EXPECTED CONDITIONS, SEE GEOTECHNICAL REPORT B2100311 PREPARED BY BRAUN INTERTEC DATED MARCH 26, 2021.

KEY ITEMS:
 1. SOIL CORRECTIONS WITHIN BUILDING FOOTPRINT.
 2. CLAY SOILS ARE SUSCEPTIBLE TO DISTURBANCE AND MOISTURE.



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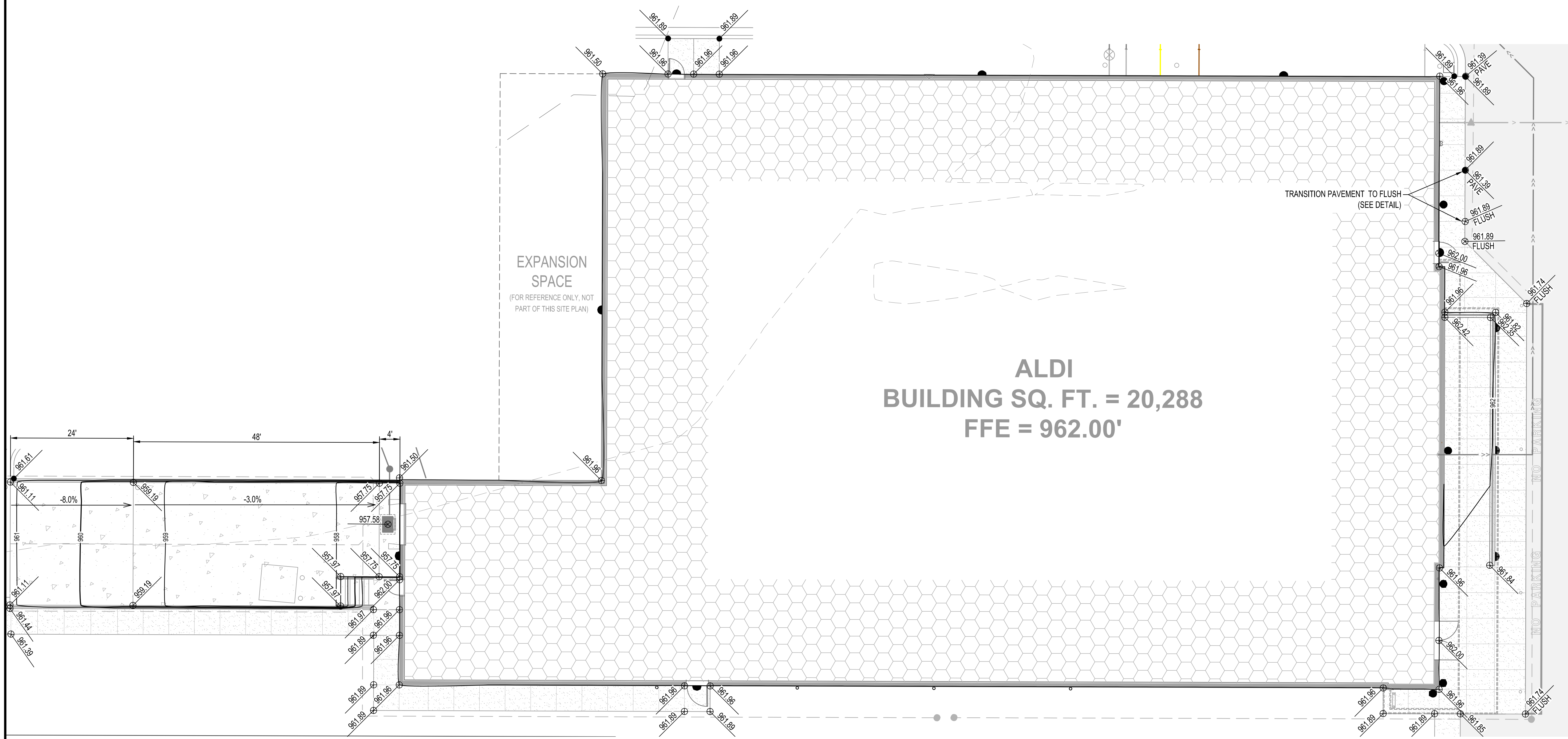
ALDI Inc. Store #: 64
 CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

SITE GRADING PLAN

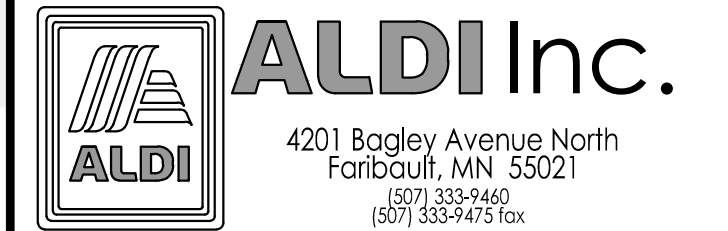
Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-410
Reviewed By: RJA	Drawing No.

Issued:	Date:
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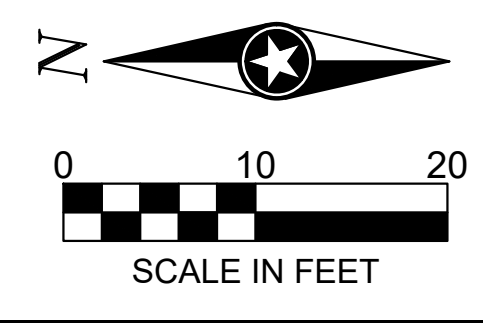
ALDI Inc. Store #: 64
 CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

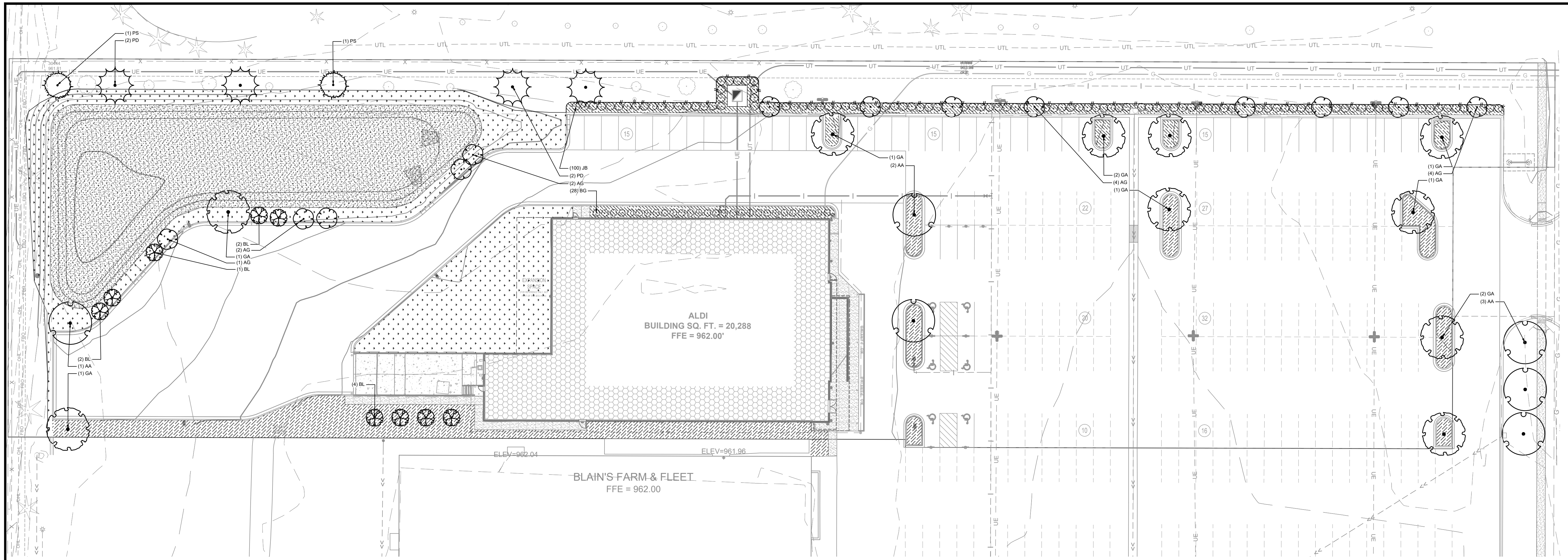
BUILDING GRADING PLAN
 Drawing Name:
 Type: V7.0 ER
 Drawn By: JMF
 Designed By: JMF
 Reviewed By: RJA

ISG Project No.
 16-19997
 C-420
 Drawing No.

GRADING LEGEND	
--- 101 ---	EXISTING CONTOUR (MINOR INTERVAL)
--- 100 ---	EXISTING CONTOUR (MAJOR INTERVAL)
— 101 —	PROPOSED CONTOUR (MINOR INTERVAL)
— 100 —	PROPOSED CONTOUR (MAJOR INTERVAL)
● 952.0	PROPOSED SPOT ELEVATION
● 952.0	PROPOSED TOP BACK OF CURB SPOT ELEVATION
-X.X%	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES
 PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED.





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PLANT SCHEDULE					
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	PD	4	PICEA GLAUCA 'DENSATA' BLACK HILLS SPRUCE	6' HT MIN	B & B
	PS	2	PINUS STROBUS WHITE PINE	6' HT MIN	B & B
OVERSTORY TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	AA	6	ACER X FREEMANII 'JEFFSRED' TM AUTUMN BLAZE FREEMAN MAPLE	2" CAL	B & B
	GA	10	GINKGO BILOBA 'AUTUMN GOLD' TM AUTUMN GOLD MAIDENHAIR TREE	2" CAL	B & B
UNDERSTORY TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	AG	13	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE APPLE SERVICEBERRY	2" CAL	B & B
	BL	9	BETULA NIGRA 'LITTLE KING' TM FOX VALLEY DWARF RIVER BIRCH	2" CAL	B & B
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
	BG	28	BUXUS X 'GLENCOE' TM CHICAGOLAND GREEN BOXWEED	5 GAL	CONT
	JB	100	JUNIPERUS CHINENSIS 'DAUB'S FROSTED' DAUB'S FROSTED JUNIPER	5 GAL	CONT

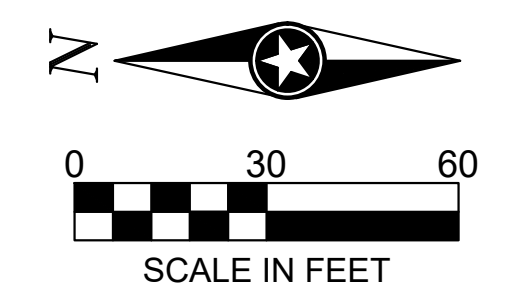
PREFERENCE NOTES SCHEDULES		
EDGER	QTY	DESCRIPTION
	588 LF	POLYEDGER
GROUND COVERS	QTY	DESCRIPTION
	17,824 SF	DRY DETENTION BASIN SEED MIX (PRAIRIE MOON NURSERY)
	12,382 SF	ROCK MULCH 2" DIA RIVER ROCK AT 3" DEPTH
	13,737 SF	TURF SOD MIX (IADOT APPROVED MIXES)

HWY-1 HIGHWAY COMMERCIAL DISTRICT LANDSCAPE REQUIREMENTS:

SITE AREA POINTS
 .02 Points / 1 SF (188,756 x .02) = 3,775 Points Requirements
 (6 Trees x 80 Points) = 480 Points (6' HT Trees Proposed)
 (2 Existing Trees x 100 Points) = 200 Points (10' HT or Greater Conifer Trees)
 (3 Trees x 80 Points) = 240 Points (2" CAL Overstory Trees)
 (22 Trees x 40 Points) = 880 Points (2" CAL Understory Trees)
 (7 Existing Trees x 100 Points) = 700 Points (4" CAL or Greater Overstory Trees)
 (126 Shrubs x 10 Points) = 1,260 Points (5 Gallon Shrubs)
 Total Site Area Points = 3,780 Points Proposed

STREET FRONTAGE POINTS
 .75 Points / 1 LF (220 x .75) = 165 Points Required
 (3 Trees x 80 Points) = 240 Points (2" CAL Understory)
 Total Street Frontage Points = 240 Points Proposed

PARKING TREES REQUIRED
 10 Overstory Trees / 15 Parking Stalls (185 / 15) = (12) 2" CAL Trees
 Less (2) Existing Site Trees = (1) 2" CAL Overstory Tree
 Total Parking Lot Trees = 12 Trees Proposed



**FOR INFORMATION ON IRRIGATION
SEE DETAIL SHEET**



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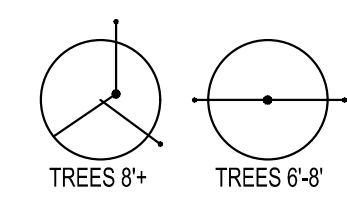


ALDI Inc. Store #: 64
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 BLACKHAWK COUNTY
 Project Name & Location:

SITE RESTORATION & PLANTING PLAN	
Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-510
Reviewed By: RJA	Drawing No.

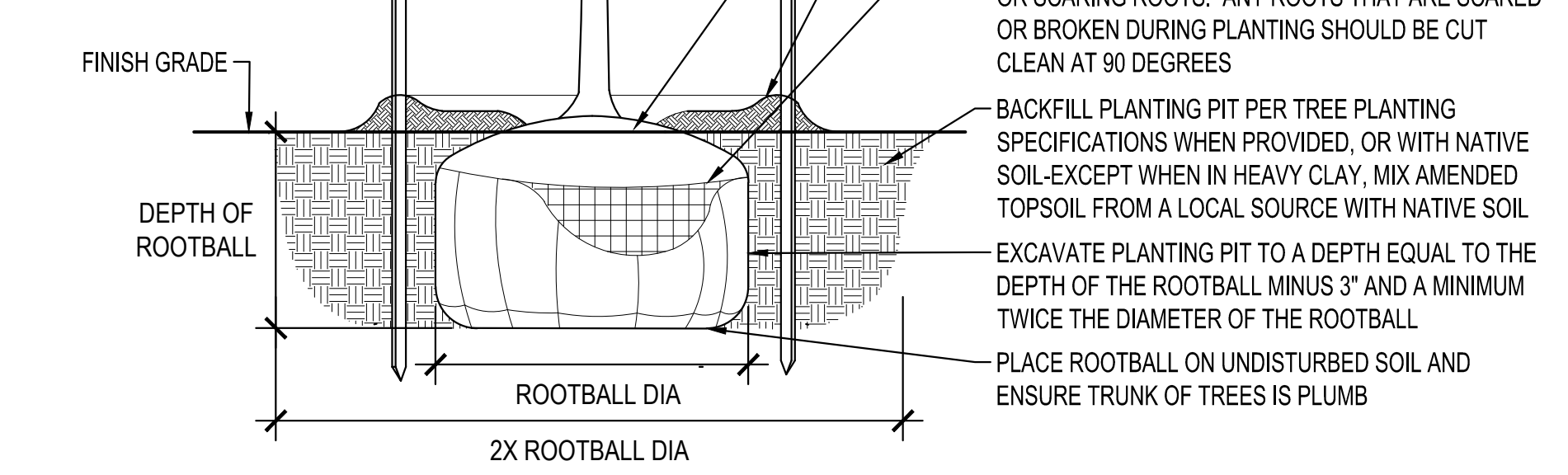
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***NOTE: DO NOT STAKE TREES UNLESS INDICATED.**



STAKING DIAGRAM, NO STAKING TREES UNDER 6'

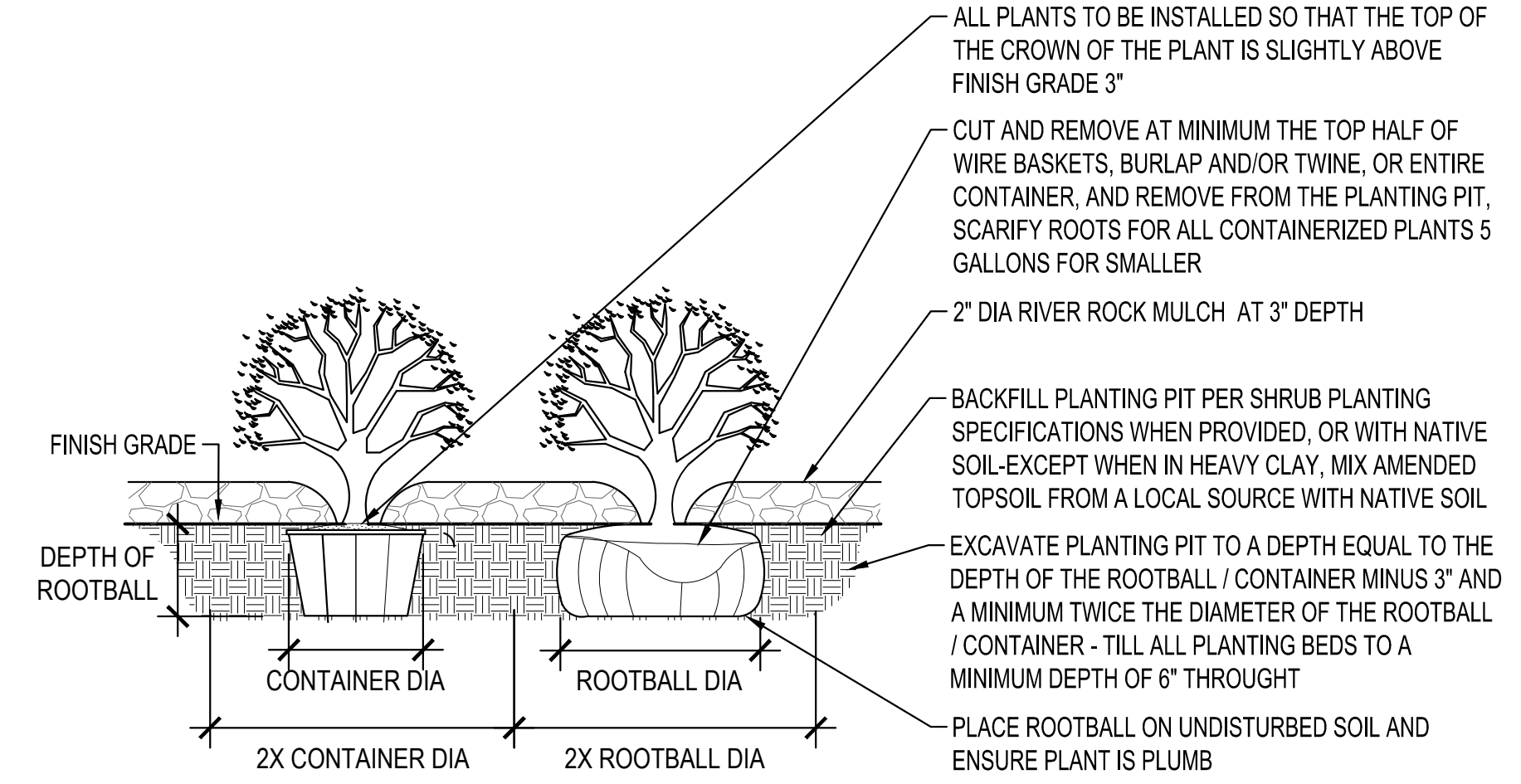
HARDWOOD STAKES
2"x2"x8' LONG -
INSTALL OUTSIDE
OF ROOTBALL AT 5'
MAX HT



DECIDUOUS TREE PLANTING DETAIL

SCALE: 1" = 1'-0

- NEVER CUT PRIMARY LEADER
- PRUNE ALL BROKEN, DAMAGED, OR RUBBING LIMBS AND BRANCHES IMMEDIATELY AFTER PLANTING - ALL PRUNING CUTS CLEAN AT 90 DEGREES
- TIE NYLON STRAP AROUND TRUNK AS SHOWN
- 1/2" WIDE NYLON STRAPPING - COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT
- TOP OF ROOTBALL TO BE SET ABOVE GRADE 3"
- 3" LAYER OF DOUBLE SHREDDED HARDWOOD MULCH (NATURAL COLOR) MOUNDED AT EDGE TO FORM A SHALLOW SAUCER - DO NOT PLACE MULCH DIRECTLY ON TREE TRUNK, LEAVE A MIN. 3" RING AROUND CROWN. WHEN PLACED IN PLANTING BED USE PLANTING BED MULCH SPECIFIED
- CUT AND REMOVE AT MINIMUM THE TOP HALF OF WIRE BASKETS, BURLAP AND/OR TWINE AND REMOVE FROM THE PLANTING PIT. AVOID CUTTING OR SCARING ROOTS. ANY ROOTS THAT ARE SCARED OR BROKEN DURING PLANTING SHOULD BE CUT CLEAN AT 90 DEGREES
- BACKFILL PLANTING PIT PER TREE PLANTING SPECIFICATIONS WHEN PROVIDED, OR WITH NATIVE SOIL-EXCEPT WHEN IN HEAVY CLAY, MIX AMENDED TOPSOIL FROM A LOCAL SOURCE WITH NATIVE SOIL
- EXCAVATE PLANTING PIT TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL MINUS 3" AND A MINIMUM TWICE THE DIAMETER OF THE ROOTBALL
- PLACE ROOTBALL ON UNDISTURBED SOIL AND ENSURE TRUNK OF TREES IS PLUMB



SHRUB PLANTING DETAIL

SCALE: 1" = 1'-0

- ALL PLANTS TO BE INSTALLED SO THAT THE TOP OF THE CROWN OF THE PLANT IS SLIGHTLY ABOVE FINISH GRADE 3"
- CUT AND REMOVE AT MINIMUM THE TOP HALF OF WIRE BASKETS, BURLAP AND/OR TWINE, OR ENTIRE CONTAINER, AND REMOVE FROM THE PLANTING PIT, SCARIFY ROOTS FOR ALL CONTAINERIZED PLANTS 5 GALLONS FOR SMALLER
- 2" DIA RIVER ROCK MULCH AT 3" DEPTH
- BACKFILL PLANTING PIT PER SHRUB PLANTING SPECIFICATIONS WHEN PROVIDED, OR WITH NATIVE SOIL-EXCEPT WHEN IN HEAVY CLAY, MIX AMENDED TOPSOIL FROM A LOCAL SOURCE WITH NATIVE SOIL
- EXCAVATE PLANTING PIT TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL / CONTAINER MINUS 3" AND A MINIMUM TWICE THE DIAMETER OF THE ROOTBALL / CONTAINER - TILL ALL PLANTING BEDS TO A MINIMUM DEPTH OF 6" THROUGHOUT
- PLACE ROOTBALL ON UNDISTURBED SOIL AND ENSURE PLANT IS PLUMB

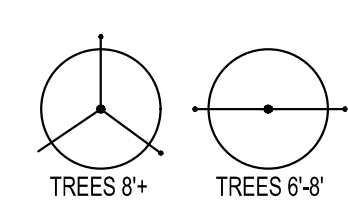
GENERAL PLANTING NOTES

- COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS . CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO WORK.
- SAVE AND PROTECT ALL EXISTING TREES NOT NOTED TO BE REMOVED.
- REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
- ANY AREAS OUTSIDE THE LIMIT OF WORK THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO OWNER.
- LAWN AREAS SHALL HAVE 4" MINIMUM DEPTH OF TOPSOIL. TOPSOIL SHALL BE COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
- REFER TO PLANTING DETAILS PLAN FOR AMENDED SOIL DEPTH IN PLANTING BEDS AND SURROUNDING TREES. REFER TO SPECIFICATIONS FOR MIX TYPE.
- FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNER RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
- ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
- IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
- OWNER RESERVES THE RIGHT TO REVISE QUANTITIES TO SUIT BUDGET LIMITATIONS. CONTRACTOR'S UNIT BID PRICES SHALL PREVAIL FOR ANY CHANGES IN QUANTITIES.
- ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE AND OWNER.
- ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (A.N.S.I.), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO A.N.S.I.
- ALL PLANT MATERIAL SHALL BE GUARANTEED TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED FREE OF CHARGE WITH THE SAME GRADE AND SPECIES. ALL TREES SHALL HAVE A STRONG CENTRAL LEADER.
- PROVIDE 2" DIA RIVER ROCK MULCH AT 3" DEPTH WITH PERMEABLE WEED BARRIER IN ALL PLANTING BEDS, AND MAINTENANCE STRIP AREAS. FOR TREES NOT LOCATED IN PARKING ISLANDS, OR PLANTING BEDS, PROVIDE DOUBLE SHREDDED HARDWOOD MULCH RING (NATURAL COLOR) AT 3" DEPTH PER PLANTING DETAILS.
- ALL AREAS DISTURBED BY CONSTRUCTION TO BE SODED.

CONIFER / EVERGREEN TREE PLANTING DETAIL

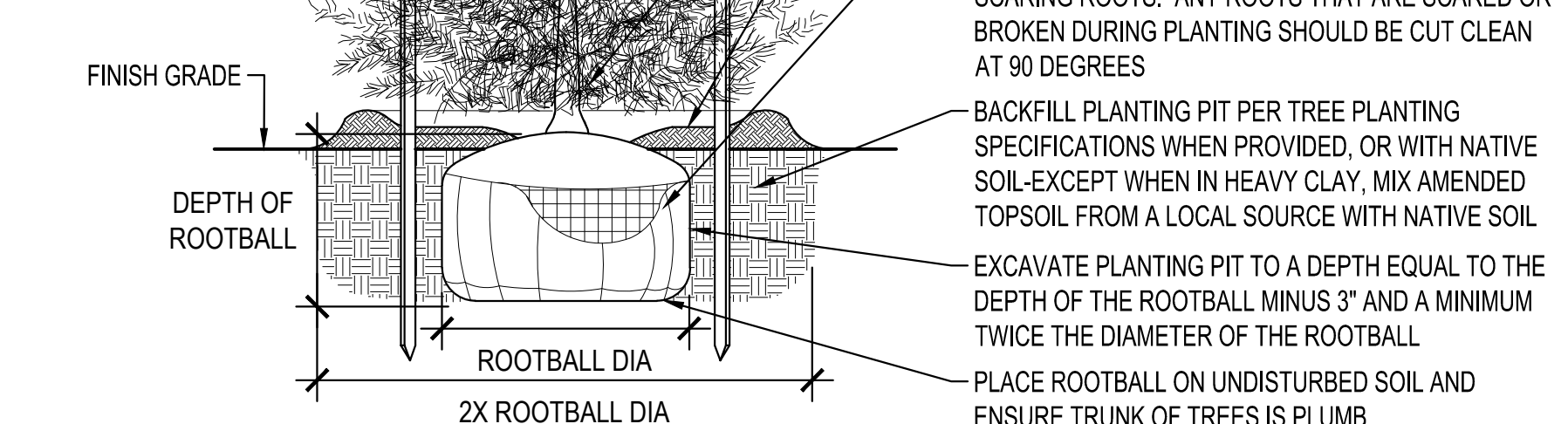
SCALE: 1" = 1'-0

***NOTE: DO NOT STAKE TREES UNLESS INDICATED.**



STAKING DIAGRAM, NO STAKING TREES UNDER 6'

HARDWOOD STAKES
2"x2"x8' LONG -
INSTALL OUTSIDE
OF ROOTBALL AT 5'
MAX HT



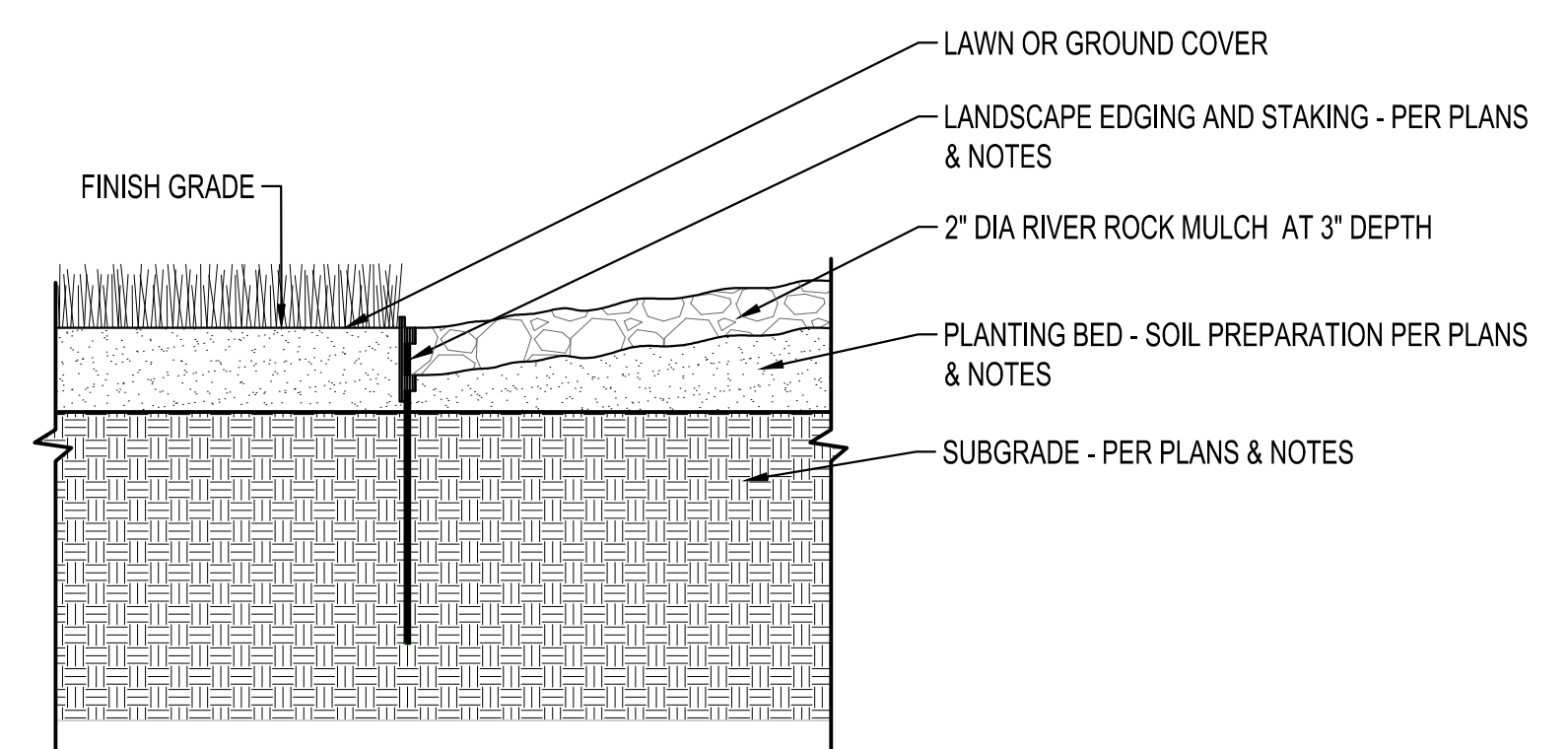
- NEVER CUT PRIMARY LEADER
- PRUNE ALL BROKEN, DAMAGED, OR RUBBING LIMBS AND BRANCHES IMMEDIATELY AFTER PLANTING - ALL PRUNING CUTS CLEAN AT 90 DEGREES
- TIE NYLON STRAP AROUND TRUNK AS SHOWN
- 1/2" WIDE NYLON STRAPPING - COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT
- TOP OF ROOTBALL TO BE SET ABOVE GRADE 3"
- 3" LAYER OF DOUBLE SHREDDED HARDWOOD MULCH MOUNDED AT EDGE TO FORM A SHALLOW SAUCER - DO NOT PLACE MULCH DIRECTLY ON TREE TRUNK, LEAVE A MIN. 3" RING AROUND CROWN. WHEN PLACED IN PLANTING BED USE PLANTING BED MULCH SPECIFIED
- CUT AND REMOVE AT MINIMUM THE TOP HALF OF WIRE BASKETS, BURLAP AND/OR TWINE AND REMOVE FROM THE PLANTING PIT. AVOID CUTTING OR SCARING ROOTS. ANY ROOTS THAT ARE SCARED OR BROKEN DURING PLANTING SHOULD BE CUT CLEAN AT 90 DEGREES
- BACKFILL PLANTING PIT PER TREE PLANTING SPECIFICATIONS WHEN PROVIDED, OR WITH NATIVE SOIL-EXCEPT WHEN IN HEAVY CLAY, MIX AMENDED TOPSOIL FROM A LOCAL SOURCE WITH NATIVE SOIL
- EXCAVATE PLANTING PIT TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL MINUS 3" AND A MINIMUM TWICE THE DIAMETER OF THE ROOTBALL
- PLACE ROOTBALL ON UNDISTURBED SOIL AND ENSURE TRUNK OF TREES IS PLUMB

IRRIGATION NOTES

- IRRIGATION SYSTEM SHALL BE CONSTRUCTED AS A DESIGN BUILD PROJECT. SUBMIT DESIGN DRAWINGS FOR APPROVAL BY OWNER.
- ONLY PLANTING BEDS AND TURF AREAS AS SHOWN ON IRRIGATION LIMITS SHALL BE SERVICED BY THE IRRIGATION SYSTEM. ALL IRRIGATION SHALL BE COMPATIBLE WITH LOCAL JURISDICTION CODE. IRRIGATION SHALL NOT OVER SPRAY ONTO ADJACENT HARDSCAPE, BUILDINGS, OR ANY OTHER NON-TURF AREAS.
- PROVIDE ALL IRRIGATION LINE, SPRAY HEADS, SLEEVING UNDER HARDSCAPE, VALVES, WIRING, CONTROLLER, BACK-FLOW PREVENTOR, MAIN & LATER PIPES, CENTRAL CONTROL WATER MANAGEMENT SYSTEM, AND ALL OTHER REQUIRED ACCESSORIES.
- CONFIRM POINT(S) OF CONNECTION AND CONTROL BOX LOCATIONS WITH OWNER PRIOR TO DESIGN OF IRRIGATION SYSTEM. COORDINATE LOCATIONS OF SLEEVING WITH ALL UTILITIES, FOOTINGS, AND ANY OTHER UNDERGROUND CONSTRUCTION.
- IRRIGATION WATER METER TO BE INSTALLED BY PLUMBING CONTRACTOR.

LANDSCAPE EDGING DETAIL

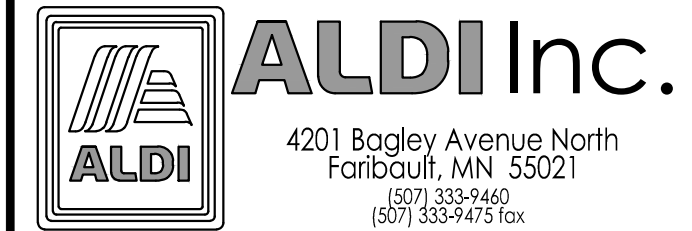
SCALE: 1" = 1'-0



- LAWN OR GROUND COVER
- LANDSCAPE EDGING AND STAKING - PER PLANS & NOTES
- 2" DIA RIVER ROCK MULCH AT 3" DEPTH
- PLANTING BED - SOIL PREPARATION PER PLANS & NOTES
- SUBGRADE - PER PLANS & NOTES



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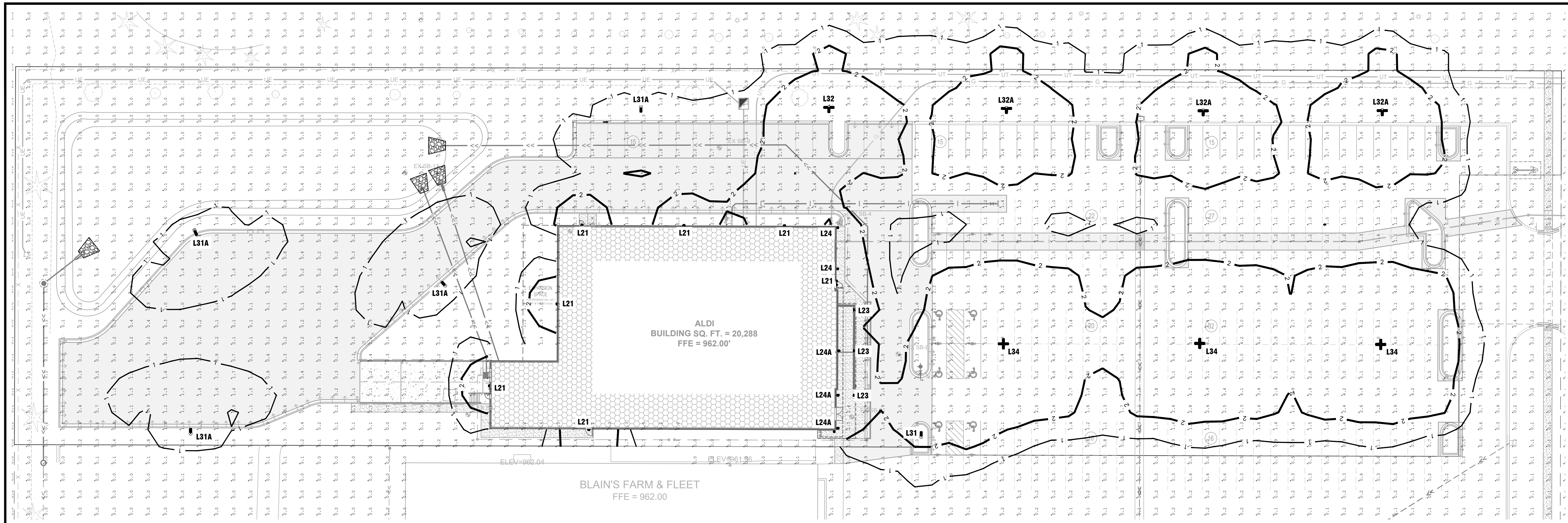


ALDI Inc. Store #: 64
CEDAR FALLS, IA
219 BRANDILYNN BLVD
CEDAR FALLS, IA 50613
BLACKHAWK COUNTY

Project Name & Location:

SITE PLANTING NOTES & DETAILS

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	
Designed By: JMF	C-520
Reviewed By: RJA	Drawing No.



Issued:		Date:
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ALDI Inc. Store #: 64
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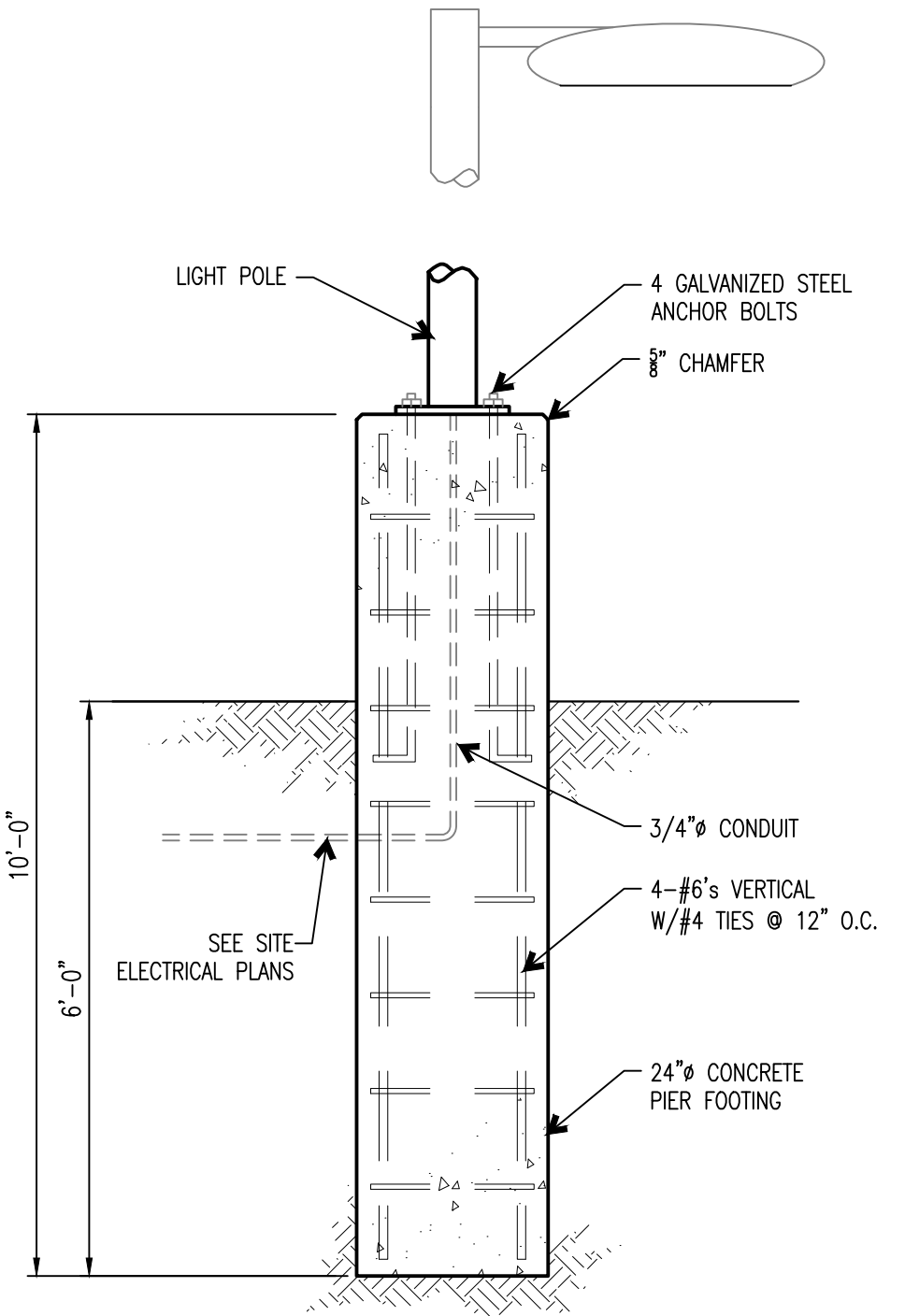
Project Name & Location:

**SITE LIGHTING
 PHOTOMETRICS PLAN**

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	C-610
Designed By: JMF	Drawing No.
Reviewed By: RJA	



"L31", "L31A", "L32", "L32A", & "L34" LIGHT STYLE



1 LIGHT POLE DETAIL
 N.T.S.

Provide light fixtures as shown on Fixture Schedule. Substitutions shall have prior approval by the Project Engineer before bid date. Being listed as an acceptable Manufacturer in no way relieves the Contractors obligation to provide all equipment and features in accordance with these specifications.

LIGHT FIXTURE SCHEDULE

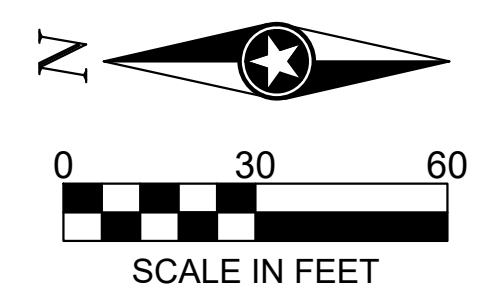
TYPE	STYLE	MANUFACTURER/MODEL NUMBER	LAMPS	REMARKS
L21	BUILDING MOUNTED WALL PACK	CREE LIGHTING #XSPW-B-WM-3ME-4L-30K-UL-SV-P	LED	MOUNT FIXTURE AT 12'-0" ABOVE FINISHED FLOOR
L23	DECORATIVE WALL SCONCES	CREE LIGHTING #AL-42WLED-JUD-CG-120-30K	LED	MOUNT FIXTURE AT 8'-0" ABOVE FINISHED FLOOR
L24	ACCENT CYLINDER	CREE LIGHTING #CL-20364LEDD-SAT-CLR-SB	LED	MOUNT FIXTURE AT 10'-6" ABOVE FINISHED FLOOR
L24A	ACCENT CYLINDER	CREE LIGHTING #CL-20364LEDD-SAT-CLR-SB	LED	MOUNT FIXTURE AT 17'-2" ABOVE FINISHED FLOOR
L31	SITE POLE SINGLE HEAD @ 90 POLE	CREE LIGHTING #OSO-A-NM-4ME-8-57K-UL-SV, WOSQ-DA-SV CREE LIGHTING #SSS-4-11-25-CW-BS-1D-C-SV	LED	1@90 FIXED ARM MOUNT 25'-0" POLE
L31A	SITE POLE SINGLE HEAD @ 90 POLE	CREE LIGHTING #OSO-A-NM-2ME-8-57K-UL-SV, WOSQ-DA-SV, WIOSQ-BLSMF CREE LIGHTING #SSS-4-11-25-CW-BS-1D-C-SV	LED	1@90 FIXED ARM MOUNT 25'-0" POLE
L32	SITE POLE TRIPLE HEAD @ 90 POLE	CREE LIGHTING #OSO-A-NM-4ME-8-57K-UL-SV, WOSQ-DA-SV, WIOSQ-BLSMF CREE LIGHTING #SSS-4-11-25-CW-BS-3D90-C-SV	LED	3@90 FIXED ARM MOUNT 25'-0" POLE
L32A	SITE POLE TRIPLE HEAD @ 90 POLE	CREE LIGHTING #OSO-A-NM-4ME-8-57K-UL-SV, WOSQ-DA-SV, WIOSQ-BLSMF CREE LIGHTING #SSS-4-11-25-CW-BS-3D90-C-SV	LED	3@90 FIXED ARM MOUNT 25'-0" POLE ON EXISTING BASE
L34	SITE POLE QUAD HEAD @ 90 POLE	CREE LIGHTING #OSO-A-NM-4ME-8-57K-UL-SV, WOSQ-DA-SV CREE LIGHTING #SSS-4-11-25-CW-BS-4D90-C-SV	LED	4@90 FIXED ARM MOUNT 25'-0" POLE ON EXISTING BASE

NOTE: CONTRACTOR TO DISCONNECT LIGHTS ON ALDI PROPERTY FROM THE BLAIN'S CIRCUIT AND REFEED THE LIGHTS TO ALDI. SEE SITE ELECTRICAL PLANS FOR DESIGN.

NOTE: SEE ELECTRICAL PLAN FOR SITE ELECTRICAL LAYOUT

FOOTCANDLE LEGEND

1.00 FOOTCANDLE LINE	1
2.00 FOOTCANDLE LINE	2



Issued:		Date:
A	SITE PLAN SUBMITTAL	02/19/21
B	PERMIT SET	03/19/21
C	BID SET	04/05/21
D		
E		
Revisions:		Date:
1		
2		
3		
4		
5		
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7		
8		
9		

XSP Series

XSPW™ LED Wall Mount Luminaire featuring Cree TrueWhite® Technology

Product Description

The XSPW™ LED wall mount luminaire has a slim, low profile design intended for outdoor wall mounted applications. The rugged lightweight aluminum housing and mounting base are designed for installation over standard single gang J-Boxes and mud ring single gang J-Boxes. The luminaire allows for through-wired or conduit entry from the top, bottom, sides and rear. The housing design is intended specifically for LED technology including a weatherlight LED driver compartment and thermal management. Optic design features industry-leading NanoOptic® Precision Delivery Grid™ system in multiple distributions.

Applications: General area and security lighting

Performance Summary

NanoOptic® Precision Delivery Grid™ optic
Assembled in the U.S.A. of U.S. and imported parts
CRI: Minimum 70 CRI (3000K, 4000K & 5700K); 90 CRI (5000K)
CCT: 3000K, 4000K, 5000K, 5700K
Limited Warranty: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

*See <http://www.creeledlighting.com/warranty> for warranty terms

Accessories

Field-Installed	
Steady Plug WM-FLT1™ - 12" (305mm) Square WM-FLT14™ - 14" (356mm) Square - Covers holes left by mount/best wall packs	Hand-Hold Remote XA SENSREM - For successful implementation of the programmable multi-level option, a minimum of one hand-hold remote is required

** Must specify color

Ordering Information

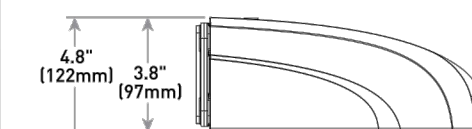
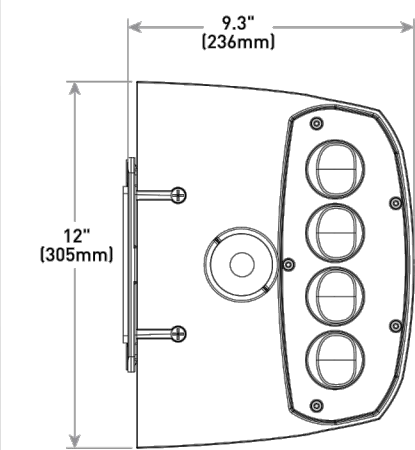
Example: XSPW-B-WM-2ME-2L-30K-UL-BK

Product	Version	Mounting	Optic	Lumen Package*	CCT	Voltage	Color Options	Options
XSPW	B	WM	2ME Type II Medium 3ME Type III Medium 4ME Type IV Medium	2L 2,470 lumens 4L 4,270 lumens 6L 6,100 lumens 8L 8,475 lumens	30K 3000K - 70 CRI 40K 4000K - 70 CRI 50K 5000K - 90 CRI 57K 5700K - 70 CRI	UL Universal 120-277V UM Universal 347-480V 3L 347V 5V For use with P option only	BK Black BZ Bronze SV Silver WH White	ML Multi-Level - Refer to ML spec sheet for details - Available with UL voltage only P Photocell - Not available with ML or PML options PML Programmable Multi-Level - Refer to PML spec sheet for details - Available with UL voltage only

* Lumen Package selection codes identify approximate light output only. Actual lumen output levels may vary depending on CCT and optic selection. Refer to initial Delivered Lumens tables for specific lumen values

Type: L21

Rev. Date: Version B V4 02/25/2020



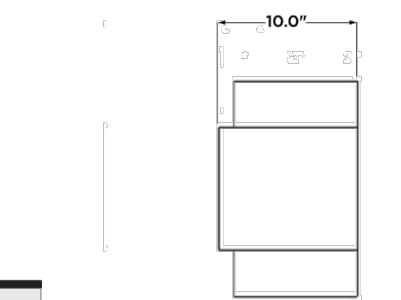
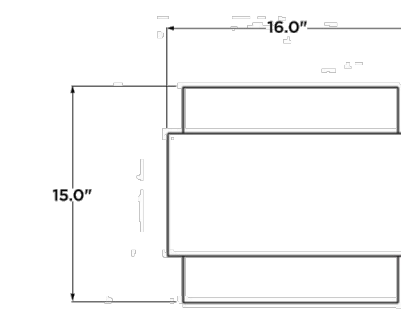
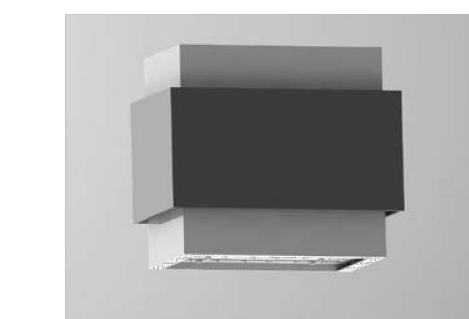
Lumen Package	Weight
2L, 4L, 6L	11.0 lbs. (5.0kg)
8L	11.8 lbs. (5.4kg)

AL Series

Exterior LED Uplight/Downlight Wall Sconce

Type: L23

Rev. Date: Version B V4 02/25/2020



Performance Summary

Initial Delivered Lumens: Up to 2,255 lumens
System Watts: 45 watts
CCT: 3000K (+/- 300K), 5700K (+/- 500K) standard
CRI: Minimum 70 CRI (5700K), 80 CRI (3000K)
Input Voltage: 120V
Finish: Bronze, Silver with Gray Band
Construction: Die cast aluminum housing
Dimensions: 14.0"W X 15.0"H X 10.0"D
Compliance: cULus listed, suitable for wet locations
Warranty: 10 year limited warranty. For warranty information, contact factory

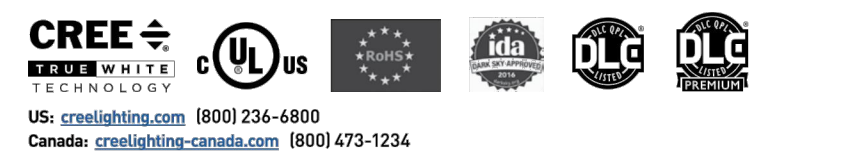
Accessories

Field-Installed	
Lower Kits PDRN-LO-5Z - Bronze lower kit to convert sconce to downlight distribution only PDRN-LO-CSA - Silver lower kit to convert sconce to downlight distribution only	

Ordering Information

Example: AL-42WLED-U0

Product	Distribution	Voltage	Finish	Option
AL-42WLED	UD Uplight/Downlight	120 120 Volt	BZ Bronze DS Silver with Gray Band	30K - Minimum 80 CRI - Color temperature per sconce



CREE LIGHTING

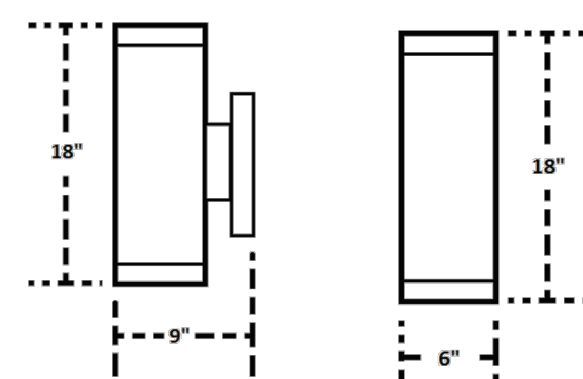
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CREE LIGHTING
T 800) 236-6800 F (262) 504-5415

18" Cylinder LED Sconce

Decorative Outdoor - Wall Mount

Type: L24



Performance Summary

Distribution: Uplight/Downlight
Initial Delivered Lumens: 2,400
Input Power: 29 watts
CRI: 90+ CRI
CCT: 3000K
Voltage: 120V, 60Hz
Dimmable: Yes*
Finish: Satin
Frame Material: Metal
J-Box Type: AXA (standard)
Dimensions: 6.0"W X 18.0"H X 9.0"D
Compliance: ETL, Title 24, and wet location listed when used with top cover
Warranty: Contact factory for warranty information

*Recommended Dimmers: Lutron - CT-689P, CTC1-158P, MACL-153M, S-609P, S-609L, SPC1-158P, TCC1-158P, Leviton - 6631, 667L, PL66

Accessories

Field-Installed	
Top Cover Lens (included with sconce) - Adapts up/down sconce for wet location use - Heat and shatter resistant clear glass lens	

Ordering Information

Product
CL-200ALED-SD-SAT-CLR-8R

OSQ Series

OSQ™ LED Area/Flood Luminaire featuring Cree TrueWhite® Technology - Medium

Type: L31-L34

Rev. Date: V25 03/21/2020

Product Description

The OSQ™ Area/Flood luminaire blends extreme optical control, advanced thermal management and modern, clean aesthetics. Built to last, the housing is rugged cast aluminum with an integral, weatherlight LED driver compartment. Versatile mounting configurations offer simple installation. Its slim, low-profile design minimizes wind load requirements and blends seamlessly into the site providing even, quality illumination. The 'B' Input power designator is a suitable upgrade for HID applications up to 250 Watt, and the 'K' Input power designator is a suitable upgrade for HID applications up to 400 Watt.

Applications: Parking lots, walkways, campuses, car dealerships, office complexes, tunnels, underpasses, and internal roadways

Performance Summary

Utilizes Cree TrueWhite® Technology on 5000K Luminaires
NanoOptic® Precision Delivery Grid™ optic
Assembled in the U.S.A. of U.S. and imported parts
Initial Delivered Lumens: Up to 17,291
Efficacy: Up to 136 LPW
CRI: Minimum 70 CRI (3000K, 4000K & 5700K); 90 CRI (5000K)
CCT: 3000K, 4000K, 5000K, 5700K
Limited Warranty: 10 years on luminaire; 10 years on Colorfast DeltaGuard® finish; up to 5 years for Synapse® accessories; 1 year on luminaire accessories

*See <http://www.creeledlighting.com/warranty> for warranty terms. For Synapse accessories, consult Synapse spec sheets for details on warranty terms.

Ordering Information

Fully assembled luminaire is composed of two components that must be ordered separately. Example: Mount: OSQ-B-A00V • Luminaires: OSQ-A-30K-2ME-S-40K-UL-CS

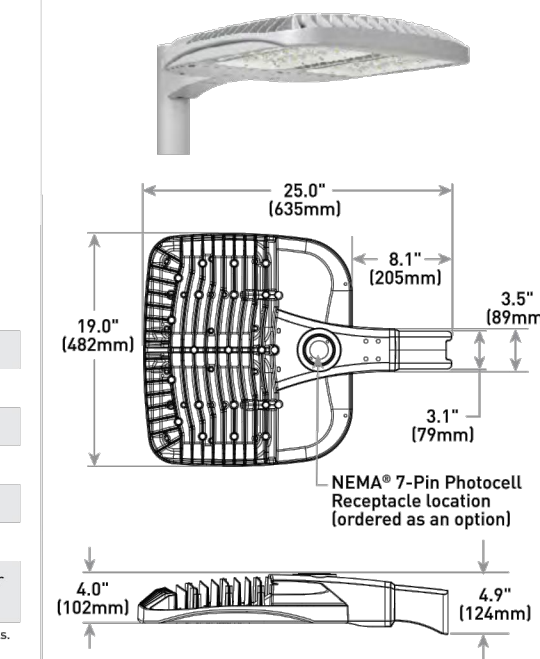
Mount (Luminaire must be ordered separately)		Color Options:	
OSQ-B-A00V	Adjustable Arm	BK Black	BZ Bronze
OSQ-B-D00V	Down Arm	BK Black	WH White
OSQ-B-T00V	Translucent Mount (Stainless steel, do not specify color)		
OSQ-TM	Translucent Mount		

*Reference EPA and psia configuration suitability data beginning on page 9

Luminaire (Mount must be ordered separately)									
Product	Version	Mounting	Optic	Input Power Designator	CCT	Voltage	Color Options	Options	
OSQ	A	NM	Asymmetric 2ME+ Type IV Medium 3ME+ Type III Medium 4ME+ Type II Medium	B 80W 30K 3000K K 130V 40K 4000K Z 57V 50K 5000K 70 CRI 57K 5700K 70 CRI	30K 3000K 40K 4000K 50K 5000K 57K 5700K	UL Universal UM Universal 3L 347V 5V For use with B & K Input Power Designators only	BK Black BZ Bronze SV Silver WH White	PM1 Programmable Multi-Level, up to 42" Mounting Height - Refer to PM1 spec sheet for details - Intended for downlight applications at 0° tilt PM2 Programmable Multi-Level, 10-30" Mounting Height - Refer to PM2 spec sheet for details - Intended for downlight applications at 0° tilt DT/DA/DO/DS/DSD/DSDI - Field select DT, DL, DL, DL, DL, DL, or D1 - Offers full range adjustability - Refer to pages 11-12 for power and lumen values - Available with B & K Input Power Designators only - Not available with PM1, or PM2 options	R NEMA® 7-Pin Photocell Receptor - 7-pin receptacle per ANSI C136.41 - Intended for downlight applications with maximum 45° tilt - Factory connected 0-10V dim heads - 18" (457mm) seven-conductor cord with luminaire - Requires photocell or shunting cap by others RL Rotate Left - LED and optic are rotated to the left - Refer to RR/RL configuration diagram on page 13 for optic directionality RR Rotate Right - LED and optic are rotated to the right - Refer to RR/RL configuration diagram on page 13 for optic directionality

* Available with Backlight Shield when ordered with field-installed accessory (see table above)

DA Mount



Weight
28.9 lbs. (13.1 kg)



MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
7900 INTERNATIONAL DRIVE
INTERNATIONAL PLAZA, SUITE 550
MINNEAPOLIS, MN 55425
PHONE: 952.426.0699



ALDI Inc. Store #: 64
CEDAR FALLS, IA
219 BRANDILYNN BLVD
CEDAR FALLS, IA 50613
BLACKHAWK COUNTY

Project Name & Location:
SIGHT LIGHTING
CATALOGUE PAGES

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	C-620
Designed By: JMF	Drawing No.
Reviewed By: RJA	

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CREE LIGHTING
T 800) 236-6800 F (262) 504-5415



US: www.creeledlighting.com (800) 236-6800
Canada: www.creeledlighting.com (800) 473-1234

CREE LIGHTING

EXTERIOR FINISH SCHEDULE			
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	PREFINISHED METAL COPING	A1 - SILVER - AT HIGH ROOF & CANOPY A1a - PETERSEN ALUM - MUSKET GREY-AT BRICK A1b - PETERSEN ALUM - #CEDAR 397C0290 SPRAY CODE - AT NICHIIHA TOWERS	SEE SPECIFICATIONS APPENDIX 'B'
A2	BASE BID - BRICK 'A' SPEC-BRICK CONCRETE MASONRY VENEER	4WXBH16L (12W @ CART WALL ONLY) CHESAPEAKE BLEND w/ HOLCIM 'SMITH GRAY' MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT THE CONCRETE PRODUCTS GROUP AT 800-789-0872 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A2	ALTERNATE No. 2 - BRICK 'B' QUICK-BRICK CONCRETE MASONRY VENEER	4WXBH16L (12W @ CART WALL ONLY) MAROUS BLEND w/ HOLCIM 'SMITH GRAY' MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT ECHELON MASONRY AT 800-899-8455 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A2	ALTERNATE No. 3 - BRICK 'C' BELDEN BRICK	MODULAR EBONY BLACK BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT THE BELDEN BRICK COMPANY AT 330-451-2031 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A3	PREFINISHED ALUM. SILL FLASHING	A3a - BRIGHT SILVER A3b - PETERSEN ALUM # CEDAR 397C0290 SPRAY CODE'	SEE SPEC FOR ADDITIONAL INFO
A4	ALUMINUM STOREFRONT SYSTEM	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	TOP OF SLOPED ROOF, CANOPY ROOF, AND BACK OF RAISED ROOF PROJECTIONS - SEE SPECIFICATIONS APPENDIX 'B'
A6	METAL SOFFIT PANELS	A6 - SOLID PANELS - BRIGHT SILVER A6a - 1/2 VENTED PANELS - BRIGHT SILVER	RE: DWG. A301-A304
A7	EXTERIOR PAINT	PT-19 / CL-9	RE: DWG. A603
A8	ALUMINUM CURTAIN WALL SYSTEM	ANODIZED ALUMINUM	RE: DWG. A602
A9	ALUMINUM COMPOSITE PANEL	BRIGHT SILVER	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES.
A10	NICHIIHA FIBER CEMENT EXTERIOR CLADDING	VINTAGEWOOD 'CEDAR'	PANELS SHALL EXTEND ONTO THE ROOF FOR THE FULL DEPTH OF THE BUMPOUT. CONTACT NICHIIHA AT 770-805-9466 FOR ORDERING. SEE SPEC FOR TRIM REQUIREMENTS AND ADDITIONAL INFO. ALL INCLUDED TRIM ('H', 'J', 'L', CORNER, ETC) TO MATCH FCP
A11	BLRD-2	PT-19 / CL-4	RE: DWG A603
A12	BLRD-4		RE: DWG A603
A13	GUARD RAIL TYPE "A"	GALVANIZED STEEL	RE: DWG B2/A507
A14	GUARD RAIL TYPE "B"	GALVANIZED STEEL	RE: DWG B2/A507
A15	BLRD-3	GALVANIZED	RE: DWG A603
A16	DOCK LEVELER / SEAL AND BUMPERS	LEVELER - FACTORY FINISH / SEAL AND BUMPERS - FACTORY FINISH - BLACK	PROVIDE BRICK BEHIND DOCK SEAL
A17	MASONRY CONTROL JOINT		MAX 20' OC
A18	OVERFLOW SCUPPER	MATCH COPING ABOVE	RE: DWG A2/A507
A19	ARCHITECTURAL CAST STONE	TANNERSTONE: AG-1	SEE SPEC FOR ADDITIONAL INFORMATION - MORTAR COLOR TO MATCH CAST STONE
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 1/8" w. x 9'-5 1/2" h.; VERIFY SIGN SIZE PRIOR TO FRAMING OPENING SEE DETAIL C1/A504
A21	CRTB	NATURAL	RE: DWG A603 - SEE STRUCTURAL DWGS

EXTERIOR FINISH SCHEDULE			
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A22	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
A23	AUTO DOOR SYSTEM & TRANSOM	ANODIZED ALUMINUM	RE: DWG A601 & A602
A24	ALDI LOGO SIGN	BY SIGN VENDOR	SURFACE MOUNTED SIGN: 15'-2 1/2" W. X 5'-1" H.
A25	8" X 8" PRE-FINISHED ALUM GUTTER	MATCH PREFINISHED METAL COPING	
A26	8" X 8" PRE-FINISHED ALUM DOWNSPOUT	MATCH PREFINISHED METAL COPING	TERMINATE AT CONC. SPLASH BLOCK
A27	ACP H/J TRIM / JOINT COVER		TYPICAL AT EDGES AND BUTT JOINTS OF ACP
A28	NICHIIHA FIBER CEMENT PANEL BASE FLASHING	PETERSEN ALUMINUM - #CEDAR 397C0290 SPRAY CODE'	SEE SPEC FOR ADDITIONAL INFO
A29	NOT USED		
A30	NOT USED		
A31	NICHIIHA CONTROL JOINT WITH "H" CLIP		
A32	NOT USED		
A33	NOT USED		
E1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
E2	WALL SCONCE	FACTORY FINISH	MOUNT @ 14'-8" A.F.F.; RE: DWG. A111 FOR DIMENSIONS
E3	JUNCTION BOX WITH COVER FOR FUTURE CARD READER		MOUNT CENTERED @ 46" A.F.F., SEE ELEC DWGS
E4	UTILITY METERING & C.T.	FACTORY FINISH	SEE ELECTRICAL DWGS
E5	EXTERIOR WALL PACK	FACTORY FINISH	MAN DOORS - MOUNT @ 9'-0" A.F.F., BREAK ROOM WINDOW @ 10'-0" A.F.F., ALL OTHER LOCATIONS - MOUNT @ 12'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J-BOX
E7	NOT USED		
F1	FIRE DEPT. CONNECTION	FACTORY FINISH	SEE FIRE PROTECTION DWGS
F2	MOTOR GONG	FACTORY FINISH	SEE FIRE PROTECTION DWGS
P1	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
P2	RPZ DISCHARGE	FACTORY FINISH	SEE PLUMBING DWGS
P3	GAS METER	FACTORY FINISH	SEE PLUMBING DWGS
XX	GLAZING KEY		RE: DWG A602
XX	ALIGN KEY		A: ALIGN NICHIIHA PANEL JOINTS AND WINDOW MULLIONS B: ALIGN ALUMINUM COMPOSITE PANEL JOINTS AND WINDOW MULLIONS C: ALIGN NICHIIHA PANEL JOINTS, ALUMINUM COMPOSITE PANEL JOINTS, AND WINDOW MULLIONS

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Seal	Seal
PROJECT ARCHITECT/ENGINEER	DATE
PROJECT LEAD	DATE
PROJECT DESIGNER	DATE

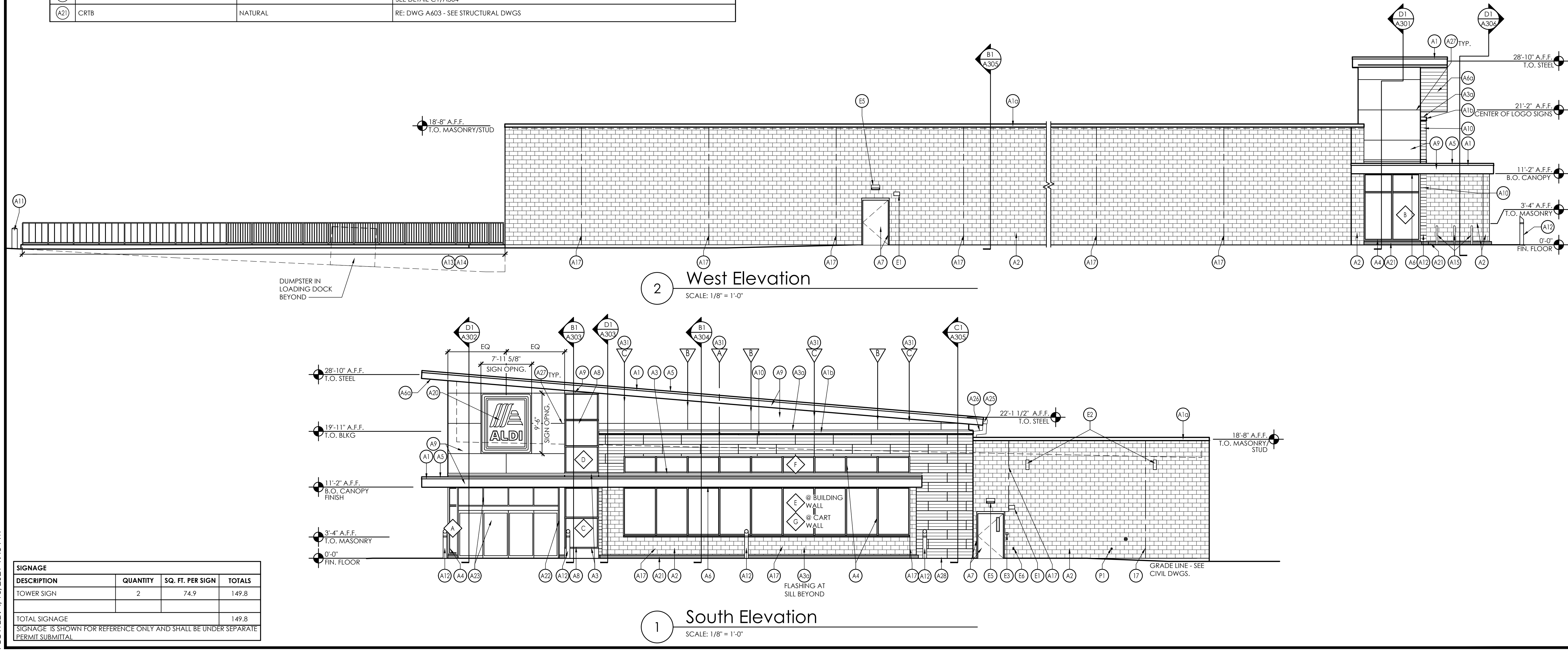
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Cedar Falls, IA
219 Brandilynn Boulevard
Cedar Falls, IA
Black Hawk County
Project Name & Location:

Exterior Elevations
Drawing Name:
Date: 02/25/21
Type: RHSV7ER
Drawn By: CB
Scale: As Noted
Project No. 20-0647B
A-201
Drawing No. 401



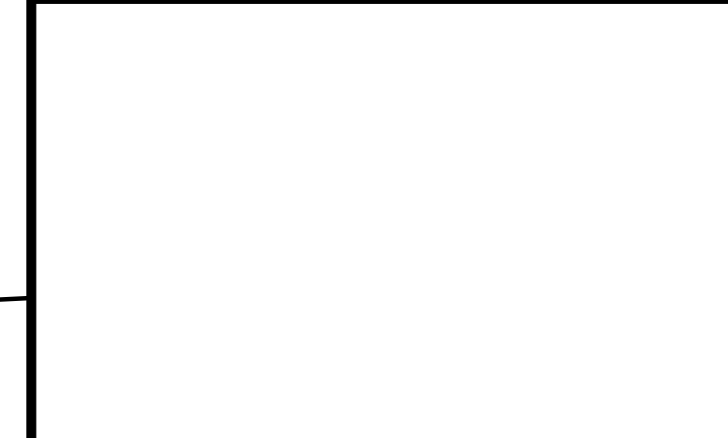
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EXTERIOR FINISH SCHEDULE			
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	PREFINISHED METAL COPING	A1 - SILVER - AT HIGH ROOF & CANOPY A1a - PETERSEN ALUM - MUSKET GREY-AT BRICK A1b - PETERSEN ALUM - #CEDAR 397C0290 SPRAY CODE - AT NICHIIHA TOWERS	SEE SPECIFICATIONS APPENDIX 'B'
A2	BASE BID - BRICK 'A' SPEC-BRICK CONCRETE MASONRY VENEER	4WXBH16L (12W @ CART WALL ONLY) CHESAPEAKE BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT THE CONCRETE PRODUCTS GROUP AT 800-789-0872 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
	ALTERNATE No. 2 - BRICK 'B' QUICK-BRICK CONCRETE MASONRY VENEER	4WXBH16L (12W @ CART WALL ONLY) MAROUS BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT ECHELON MASONRY AT 800-899-8455 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
	ALTERNATE No. 3 - BRICK 'C' BELDEN BRICK	MODULAR EBONY BLACK BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT THE BELDEN BRICK COMPANY AT 330-451-2031 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A3	PREFINISHED ALUM. SILL FLASHING	A3a - BRIGHT SILVER A3b - PETERSEN ALUM # CEDAR 397C0290 SPRAY CODE'	SEE SPEC FOR ADDITIONAL INFO
A4	ALUMINUM STOREFRONT SYSTEM	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	TOP OF SLOPED ROOF, CANOPY ROOF, AND BACK OF RAISED ROOF PROJECTIONS - SEE SPECIFICATIONS APPENDIX 'B'
A6	METAL SOFFIT PANELS	A6 - SOLID PANELS - BRIGHT SILVER A6a - 1/2 VENTED PANELS - BRIGHT SILVER	RE: DWG. A301-A304
A7	EXTERIOR PAINT	PT-19 / CL-9	RE: DWG. A603
A8	ALUMINUM CURTAIN WALL SYSTEM	ANODIZED ALUMINUM	RE: DWG. A602
A9	ALUMINUM COMPOSITE PANEL	BRIGHT SILVER	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES.
A10	NICHIIHA FIBER CEMENT EXTERIOR CLADDING	VINTAGEWOOD 'CEDAR'	PANELS SHALL EXTEND ONTO THE ROOF FOR THE FULL DEPTH OF THE BUMPOUT. CONTACT NICHIIHA AT 770-805-9466 FOR ORDERING. SEE SPEC FOR TRIM REQUIREMENTS AND ADDITIONAL INFO. ALL INCLUDED TRIM ('H', 'J', 'L', CORNER, ETC) TO MATCH FCP
A11	BLRD-2	PT-19 / CL-4	RE: DWG A603
A12	BLRD-4		RE: DWG A603
A13	GUARD RAIL TYPE "A"	GALVANIZED STEEL	RE: DWG B2/A507
A14	GUARD RAIL TYPE "B"	GALVANIZED STEEL	RE: DWG B2/A507
A15	BLRD-3	GALVANIZED	RE: DWG A603
A16	DOCK LEVELER / SEAL AND BUMPERS	LEVELER - FACTORY FINISH / SEAL AND BUMPERS - FACTORY FINISH - BLACK	PROVIDE BRICK BEHIND DOCK SEAL
A17	MASONRY CONTROL JOINT		MAX 20' OC
A18	OVERFLOW SCUPPER	MATCH COPING ABOVE	RE: DWG A2/A507
A19	ARCHITECTURAL CAST STONE	TANNERSTONE: AG-1	SEE SPEC FOR ADDITIONAL INFORMATION - MORTAR COLOR TO MATCH CAST STONE
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 1/8" w. x 9'-5 1/2" h.; VERIFY SIGN SIZE PRIOR TO FRAMING OPENING SEE DETAIL C1/A504
A21	CRTB	NATURAL	RE: DWG A603 - SEE STRUCTURAL DWGS

EXTERIOR FINISH SCHEDULE			
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A22	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
A23	AUTO DOOR SYSTEM & TRANSOM	ANODIZED ALUMINUM	RE: DWG A601 & A602
A24	ALDI LOGO SIGN	BY SIGN VENDOR	SURFACE MOUNTED SIGN: 15'-2 1/2" W. X 5'-1" H.
A25	8" X 8" PRE-FINISHED ALUM GUTTER	MATCH PREFINISHED METAL COPING	
A26	8" X 8" PRE-FINISHED ALUM DOWNSPOUT	MATCH PREFINISHED METAL COPING	TERMINATE AT CONC. SPLASH BLOCK
A27	ACP H/J TRIM / JOINT COVER		TYPICAL AT EDGES AND BUTT JOINTS OF ACP
A28	NICHIIHA FIBER CEMENT PANEL BASE FLASHING	PETERSEN ALUMINUM - #CEDAR 397C0290 SPRAY CODE'	SEE SPEC FOR ADDITIONAL INFO
A29	NOT USED		
A30	NOT USED		
A31	NICHIIHA CONTROL JOINT WITH "H" CLIP		
A32	NOT USED		
A33	NOT USED		
E1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
E2	WALL SCONCE	FACTORY FINISH	MOUNT @ 14'-8" A.F.F.; RE: DWG. A111 FOR DIMENSIONS
E3	JUNCTION BOX WITH COVER FOR FUTURE CARD READER		MOUNT CENTERED @ 46" A.F.F., SEE ELEC DWGS
E4	UTILITY METERING & C.T.	FACTORY FINISH	SEE ELECTRICAL DWGS
E5	EXTERIOR WALL PACK	FACTORY FINISH	MAN DOORS - MOUNT @ 9'-0" A.F.F., BREAK ROOM WINDOW @ 10'-0" A.F.F. ALL OTHER LOCATIONS - MOUNT @ 12'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J-BOX
E7	NOT USED		
F1	FIRE DEPT. CONNECTION	FACTORY FINISH	SEE FIRE PROTECTION DWGS
F2	MOTOR GONG	FACTORY FINISH	SEE FIRE PROTECTION DWGS
P1	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
P2	RPZ DISCHARGE	FACTORY FINISH	SEE PLUMBING DWGS
P3	GAS METER	FACTORY FINISH	SEE PLUMBING DWGS
XX	GLAZING KEY		RE: DWG A602
VV	ALIGN KEY		A: ALIGN NICHIIHA PANEL JOINTS AND WINDOW MULLIONS B: ALIGN ALUMINUM COMPOSITE PANEL JOINTS AND WINDOW MULLIONS C: ALIGN NICHIIHA PANEL JOINTS, ALUMINUM COMPOSITE PANEL JOINTS, AND WINDOW MULLIONS

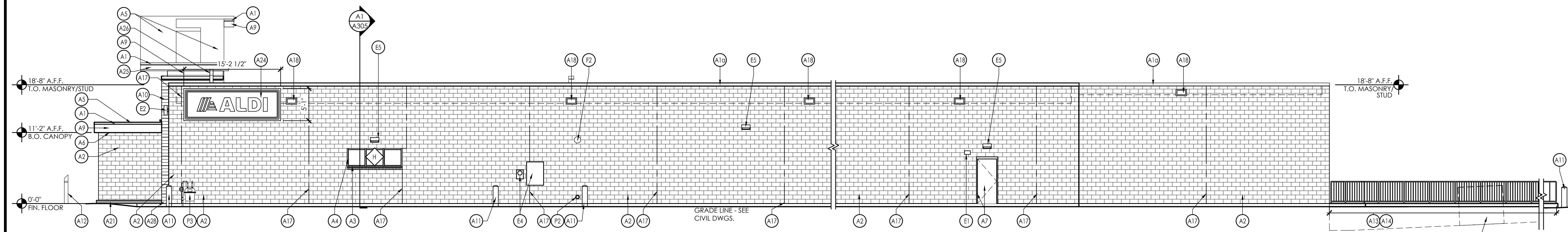
Issued:	Date:
A Issued for Permit	03/19/21
B Issued for Bid	04/05/21
C	
D	
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Revisions:	Date:
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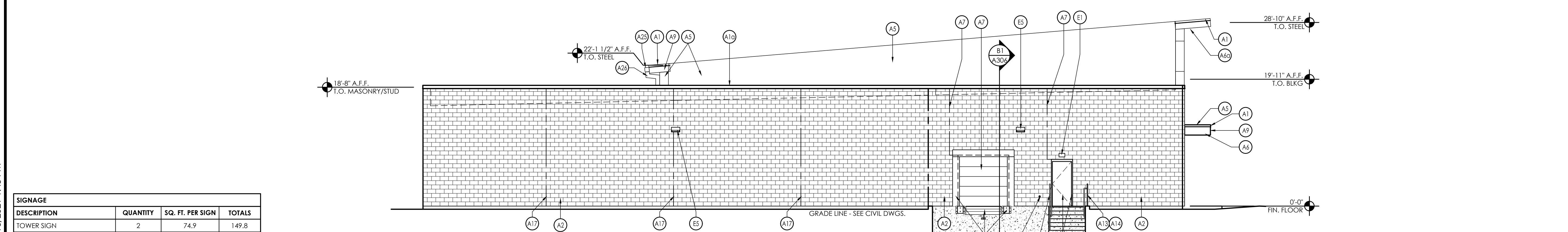


ALDI Inc. Store #: 64
Cedar Falls, IA
219 Brandilynn Boulevard
Cedar Falls, IA
Black Hawk County
Project Name & Location:

Exterior Elevations
Drawing Name:
Date: 02/25/21
Type: RHSV7ER
Drawn By: CB
Scale: As Noted
Project No. 20-0647B
A-202
Drawing No.



2 East Elevation
SCALE: 1/8" = 1'-0"



1 North Elevation
SCALE: 1/8" = 1'-0"

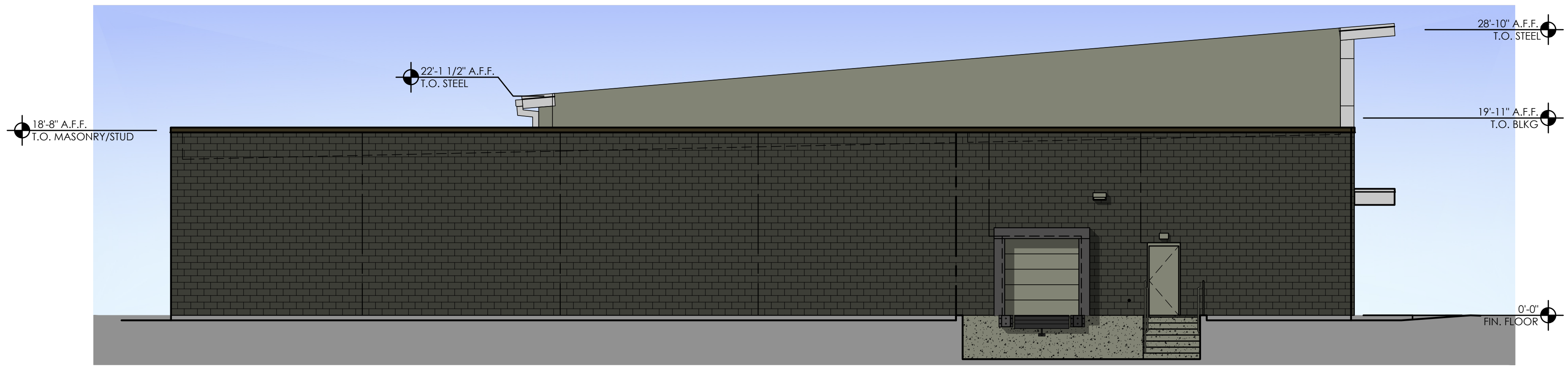
SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8

SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL

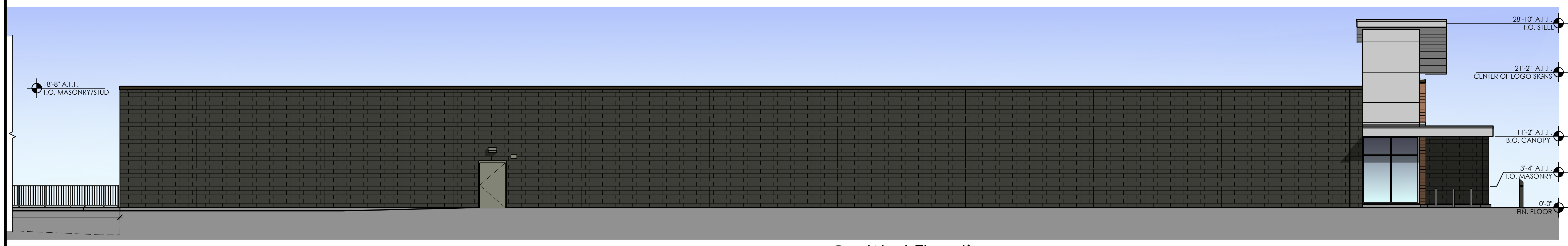
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8
SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL			



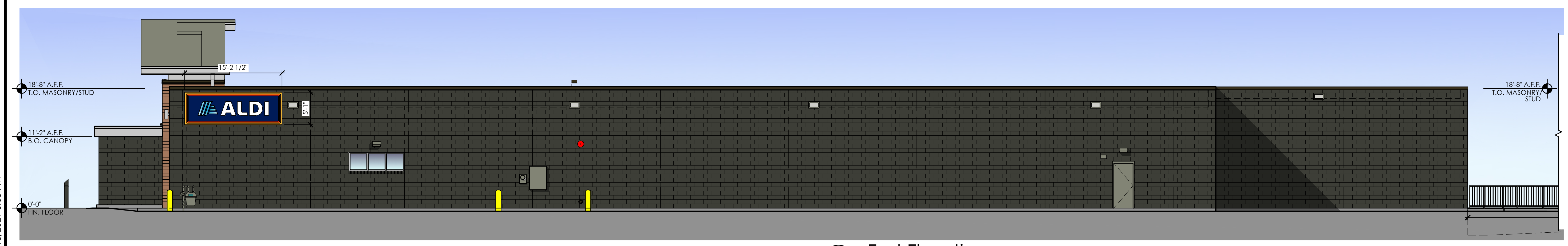
4 South Elevation
SCALE: 1/8" = 1'-0"



3 North Elevation
SCALE: 1/8" = 1'-0"



2 West Elevation
SCALE: 1/8" = 1'-0"



1 East Elevation
SCALE: 1/8" = 1'-0"

Issued:	Date:
A Issued for Client Review	09/29/20
B Issued for Client Review	11/11/20
C Issued for Client Review	11/24/20
D Issued for Client Review	12/03/20
E Issued for Client Review	02/18/21
Revisions:	Date:
1	
2	
3	
4	
5	
6	
7	
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9	

Seal	Seal
PROJECT ARCHITECT/ENGINEER	DATE
PROJECT LEAD	DATE
PROJECT DESIGNER	DATE

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(507) 333-9475 fax

ALDI Inc. Store #: XX
Cedar Falls, IA
Project Address
Cedar Falls, IA
Black Hawk County
Project Name & Location:

Exterior Elevations Drawing Name:	
Date: 09/28/20	Project No. 20-0647A
Type: RHSD-V7	
Drawn By: CB	CEE-5
Scale: As Noted	Drawing No.

A	Issued for Permit	03/19/21
B		
C		
D		
E		

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PROJECT ARCHITECT/ENGINEER	DATE
PROJECT LEAD	DATE
PROJECT DESIGNER	DATE

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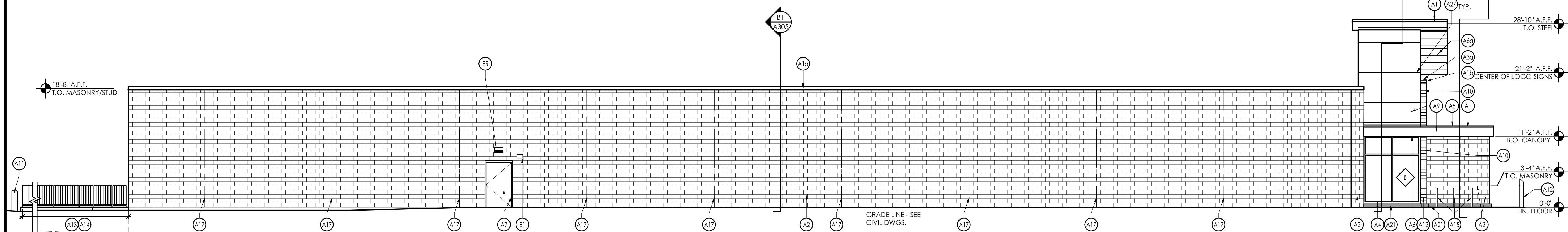


ALDI Inc. Store #: 64
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 219 Brandilynn Boulevard
 Cedar Falls, IA
 Black Hawk County
 Project Name & Location:

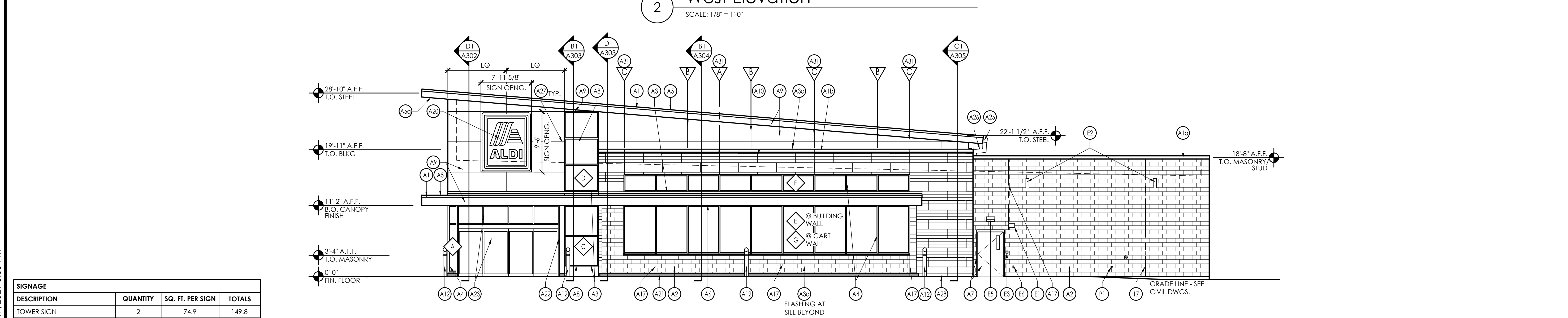
Exterior Elevations Drawing Name:	Project No. 20-0647B
Date: 02/25/21	
Type: RHSV7ER	
Drawn By: CB	A-201
Scale: As Noted	Drawing No. 404

KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A22	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
A23	AUTO DOOR SYSTEM & TRANSOM	ANODIZED ALUMINUM	RE. DWG A601 & A602
A24	ALDI LOGO SIGN	BY SIGN VENDOR	SURFACE MOUNTED SIGN: 15'-2 1/2" W. X 5'-1" H.
A25	8" X 8" PRE-FINISHED ALUM GUTTER	MATCH PREFINISHED METAL COPING	
A26	8" X 8" PRE-FINISHED ALUM DOWNSPOUT	MATCH PREFINISHED METAL COPING	TERMINATE AT CONC. SPLASH BLOCK
A27	ACP H/J TRIM / JOINT COVER		TYPICAL AT EDGES AND BUTT JOINTS OF ACP
A28	NICHIHA FIBER CEMENT PANEL BASE FLASHING	PETERSEN ALUMINUM - # CEDAR 397C0290 SPRAY CODE	SEE SPEC FOR ADDITIONAL INFO
A29	NOT USED		
A30	NOT USED		
A31	NICHIHA CONTROL JOINT WITH "H" CLIP		
A32	NOT USED		
A33	NOT USED		
E1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
E2	WALL SCONCE	FACTORY FINISH	MOUNT @ 14'-8" A.F.F.; RE. DWG. A111 FOR DIMENSIONS
E3	JUNCTION BOX WITH COVER FOR FUTURE CARD READER		MOUNT CENTERED @ 46" A.F.F., SEE ELEC DWGS
E4	UTILITY METERING & C.T.	FACTORY FINISH	SEE ELECTRICAL DWGS
E5	EXTERIOR WALL PACK	FACTORY FINISH	MAN DOORS - MOUNT @ 9'-0" A.F.F., BREAK ROOM WINDOW @ 10'-0" A.F.F., LOADING DOCK - MOUNT @ 12'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J-BOX
E7	NOT USED		
F1	FIRE DEPT. CONNECTION	FACTORY FINISH	SEE FIRE PROTECTION DWGS
F2	MOTOR GONG	FACTORY FINISH	SEE FIRE PROTECTION DWGS
P1	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
P2	RPZ DISCHARGE	FACTORY FINISH	SEE PLUMBING DWGS
P3	GAS METER	FACTORY FINISH	SEE PLUMBING DWGS
XX	GLAZING KEY		RE: DWG A602
VV	ALIGN KEY		A: ALIGN NICHIHA PANEL JOINTS AND WINDOW MULLIONS B: ALIGN ALUMINUM COMPOSITE PANEL JOINTS AND WINDOW MULLIONS C: ALIGN NICHIHA PANEL JOINTS, ALUMINUM COMPOSITE PANEL JOINTS, AND WINDOW MULLIONS

KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	PREFINISHED METAL COPING	A1 - SILVER - AT HIGH ROOF & CANOPY A1a - PETERSEN ALUM - MUSKET GREY-AT BRICK A1b - PETERSEN ALUM - # CEDAR 397C0290 SPRAY CODE - AT NICHIHA TOWERS	SEE SPECIFICATIONS APPENDIX 'B'
A2	BASE BID - BRICK 'A' SPEC-BRICK CONCRETE MASONRY VENEER	4WX8HX16L (12W @ CART WALL ONLY) CHESAPEAKE BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT THE CONCRETE PRODUCTS GROUP AT 800-789-0872 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A2	ALTERNATE No. 2 - BRICK 'B' QUIK-BRIK CONCRETE MASONRY VENEER	4WX8HX16L (12W @ CART WALL ONLY) MAROUS BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT ECHELON MASONRY AT 800-899-8455 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A2	ALTERNATE No. 3 - BRICK 'C' BELDEN BRICK	MODULAR EBONY BLACK BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT THE BELDEN BRICK COMPANY AT 330-451-2031 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A3	PREFINISHED ALUM. SILL FLASHING	A3g - BRIGHT SILVER A3q - PETERSEN ALUM # CEDAR 397C0290 SPRAY CODE	SEE SPEC FOR ADDITIONAL INFO
A4	ALUMINUM STOREFRONT SYSTEM	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	TOP OF SLOPED ROOF, CANOPY ROOF, AND BACK OF RAISED ROOF PROJECTIONS - SEE SPECIFICATIONS APPENDIX 'B'
A6	METAL SOFFIT PANELS	A6 - SOLID PANELS - BRIGHT SILVER A6a - 1/2 VENTED PANELS - BRIGHT SILVER	RE: DWG. A301-A304
A7	EXTERIOR PAINT	PT-19 / CL-9	RE: DWG. A603
A8	ALUMINUM CURTAIN WALL SYSTEM	ANODIZED ALUMINUM	RE: DWG. A602
A9	ALUMINUM COMPOSITE PANEL	BRIGHT SILVER	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES. PANELS SHALL EXTEND ONTO THE ROOF FOR THE FULL DEPTH OF THE BUMPOUT. CONTACT NICHIHA AT 770-805-9466 FOR ORDERING. SEE SPEC FOR TRIM REQUIREMENTS AND ADDITIONAL INFO. ALL INCLUDED TRIM (H, J, L, CORNER, ETC) TO MATCH FCP
A10	NICHIHA FIBER CEMENT EXTERIOR CLADDING	VINTAGEWOOD 'CEDAR'	RE: DWG A603
A11	BLRD-2	PT-19 / CL-4	RE: DWG A603
A12	BLRD-4		RE: DWG A603
A13	GUARD RAIL TYPE "A"	GALVANIZED STEEL	RE: DWG B2/A507
A14	GUARD RAIL TYPE "B"	GALVANIZED STEEL	RE: DWG B2/A507
A15	BLRD-3	GALVANIZED	RE: DWG A603
A16	DOCK LEVELER / SEAL AND BUMPERS	LEVELER - FACTORY FINISH / SEAL AND BUMPERS - FACTORY FINISH - BLACK	PROVIDE BRICK BEHIND DOCK SEAL
A17	MASONRY CONTROL JOINT		MAX 20' OC
A18	OVERFLOW SCUPPER	MATCH COPING ABOVE	RE: DWG A2/A507
A19	ARCHITECTURAL CAST STONE	TANNERSTONE: AG-1	SEE SPEC FOR ADDITIONAL INFORMATION - MORTAR COLOR TO MATCH CAST STONE
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 1/8" w. x 9'-5 1/2" h.; VERIFY SIGN SIZE PRIOR TO FRAMING OPENING SEE DETAIL C1/A504
A21	CRTB	NATURAL	RE: DWG A603 - SEE STRUCTURAL DWGS



2 West Elevation
 SCALE: 1/8" = 1'-0"



1 South Elevation
 SCALE: 1/8" = 1'-0"

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8

SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL

EXTERIOR FINISH SCHEDULE			
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	PREFINISHED METAL COPING	A1 - SILVER - AT HIGH ROOF & CANOPY A1a - PETERSEN ALUM - MUSKET GREY-AT BRICK A1b - PETERSEN ALUM - #CEDAR 397C0290 SPRAY CODE - AT NICHIIHA TOWERS	SEE SPECIFICATIONS APPENDIX 'B'
A2	BASE BID - BRICK 'A' SPEC-BRICK CONCRETE MASONRY VENEER	4WX8HX16L (12W @ CART WALL ONLY) CHESAPEAKE BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT THE CONCRETE PRODUCTS GROUP AT 800-789-0872 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A2	ALTERNATE No. 2 - BRICK 'B' QUICK-BRICK CONCRETE MASONRY VENEER	4WX8HX16L (12W @ CART WALL ONLY) MAROUS BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT ECHELON MASONRY AT 800-899-8455 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A2	ALTERNATE No. 3 - BRICK 'C' BELDEN BRICK	MODULAR EBONY BLACK BLEND w/ HOLCIM 'SMITH GRAY' MORTAR MORTAR ALT: SOLOMON '85X DARK CHOCOLATE'	CONTACT THE BELDEN BRICK COMPANY AT 330-451-2031 FOR ORDERING SEE SPEC FOR ADDITIONAL INFO
A3	PREFINISHED ALUM. SILL FLASHING	A3 - BRIGHT SILVER A3a - PETERSEN ALUM # CEDAR 397C0290 SPRAY CODE'	SEE SPEC FOR ADDITIONAL INFO
A4	ALUMINUM STOREFRONT SYSTEM	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	TOP OF SLOPED ROOF, CANOPY ROOF, AND BACK OF RAISED ROOF PROJECTIONS - SEE SPECIFICATIONS APPENDIX 'B'
A6	METAL SOFFIT PANELS	A6 - SOLID PANELS - BRIGHT SILVER A6a - 1/2 VENTED PANELS - BRIGHT SILVER	RE: DWG. A301-A304
A7	EXTERIOR PAINT	PT-19 / CL-9	RE: DWG. A603
A8	ALUMINUM CURTAIN WALL SYSTEM	ANODIZED ALUMINUM	RE: DWG. A602
A9	ALUMINUM COMPOSITE PANEL	BRIGHT SILVER	PROVIDE PANEL JOINTS AS SHOWN - PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES.
A10	NICHIIHA FIBER CEMENT EXTERIOR CLADDING	VINTAGEWOOD 'CEDAR'	PANELS SHALL EXTEND ONTO THE ROOF FOR THE FULL DEPTH OF THE BUMPOUT. CONTACT NICHIIHA AT 770-805-9466 FOR ORDERING. SEE SPEC FOR TRIM REQUIREMENTS AND ADDITIONAL INFO. ALL INCLUDED TRIM (H, J, L, CORNER, ETC) TO MATCH FCP
A11	BLRD-2	PT-19 / CL-4	RE: DWG A603
A12	BLRD-4		RE: DWG A603
A13	GUARD RAIL TYPE "A"	GALVANIZED STEEL	RE: DWG B2/A507
A14	GUARD RAIL TYPE "B"	GALVANIZED STEEL	RE: DWG B2/A507
A15	BLRD-3	GALVANIZED	RE: DWG A603
A16	DOCK LEVELER / SEAL AND BUMPERS	LEVELER - FACTORY FINISH / SEAL AND BUMPERS - FACTORY FINISH - BLACK	PROVIDE BRICK BEHIND DOCK SEAL
A17	MASONRY CONTROL JOINT		MAX 20' OC
A18	OVERFLOW SCUPPER	MATCH COPING ABOVE	RE: DWG A2/A507
A19	ARCHITECTURAL CAST STONE	TANNERSTONE: AG-1	SEE SPEC FOR ADDITIONAL INFORMATION - MORTAR COLOR TO MATCH CAST STONE
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 1/8" w. x 9'-5 1/2" h.; VERIFY SIGN SIZE PRIOR TO FRAMING OPENING SEE DETAIL C1/A504
A21	CRTB	NATURAL	RE: DWG A603 - SEE STRUCTURAL DWGS

EXTERIOR FINISH SCHEDULE			
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A22	KNOX BOX	FACTORY FINISH	CONFIRM TYPE AND LOCATION WITH LOCAL FIRE MARSHAL
A23	AUTO DOOR SYSTEM & TRANSOM	ANODIZED ALUMINUM	RE: DWG A601 & A602
A24	ALDI LOGO SIGN	BY SIGN VENDOR	SURFACE MOUNTED SIGN: 15'-2 1/2" W. X 5'-1" H.
A25	8" X 8" PRE-FINISHED ALUM GUTTER	MATCH PREFINISHED METAL COPING	
A26	8" X 8" PRE-FINISHED ALUM DOWNSPOUT	MATCH PREFINISHED METAL COPING	TERMINATE AT CONC. SPLASH BLOCK
A27	ACP H/J TRIM / JOINT COVER		TYPICAL AT EDGES AND BUTT JOINTS OF ACP
A28	NICHIIHA FIBER CEMENT PANEL BASE FLASHING	PETERSEN ALUMINUM - #CEDAR 397C0290 SPRAY CODE'	SEE SPEC FOR ADDITIONAL INFO
A29	NOT USED		
A30	NOT USED		
A31	NICHIIHA CONTROL JOINT WITH "H" CLIP		
A32	NOT USED		
A33	NOT USED		
E1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
E2	WALL SCONCE	FACTORY FINISH	MOUNT @ 14'-8" A.F.F.; RE: DWG. A111 FOR DIMENSIONS
E3	JUNCTION BOX WITH COVER FOR FUTURE CARD READER		MOUNT CENTERED @ 46" A.F.F., SEE ELEC DWGS
E4	UTILITY METERING & C.T.	FACTORY FINISH	SEE ELECTRICAL DWGS
E5	EXTERIOR WALL PACK	FACTORY FINISH	MAN DOORS - MOUNT @ 9'-0" A.F.F., BREAK ROOM WINDOW @ 10'-0" A.F.F. LOADING DOCK - MOUNT @ 12'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F. IN 4" SQUARE J-BOX
E7	NOT USED		
F1	FIRE DEPT. CONNECTION	FACTORY FINISH	SEE FIRE PROTECTION DWGS
F2	MOTOR GONG	FACTORY FINISH	SEE FIRE PROTECTION DWGS
P1	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
P2	RPZ DISCHARGE	FACTORY FINISH	SEE PLUMBING DWGS
P3	GAS METER	FACTORY FINISH	SEE PLUMBING DWGS
XX	GLAZING KEY		RE: DWG A602
XX	ALIGN KEY		A: ALIGN NICHIIHA PANEL JOINTS AND WINDOW MULLIONS B: ALIGN ALUMINUM COMPOSITE PANEL JOINTS AND WINDOW MULLIONS C: ALIGN NICHIIHA PANEL JOINTS, ALUMINUM COMPOSITE PANEL JOINTS, AND WINDOW MULLIONS

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A Issued for Permit	03/19/21
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Revisions:	Date:
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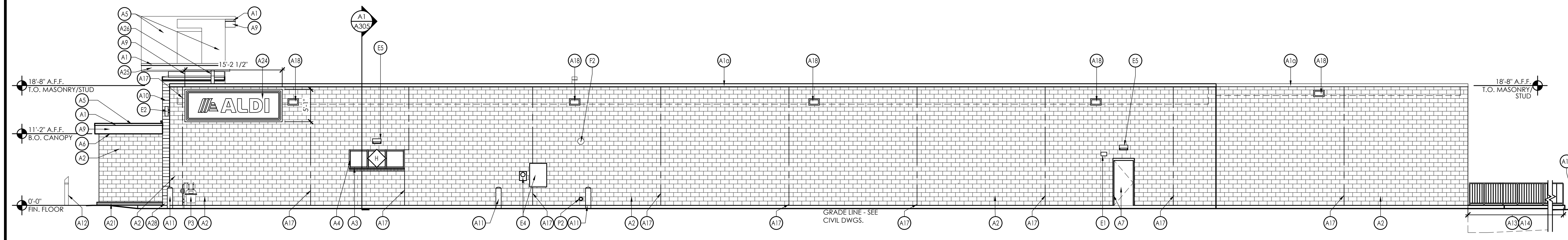
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Black Hawk County
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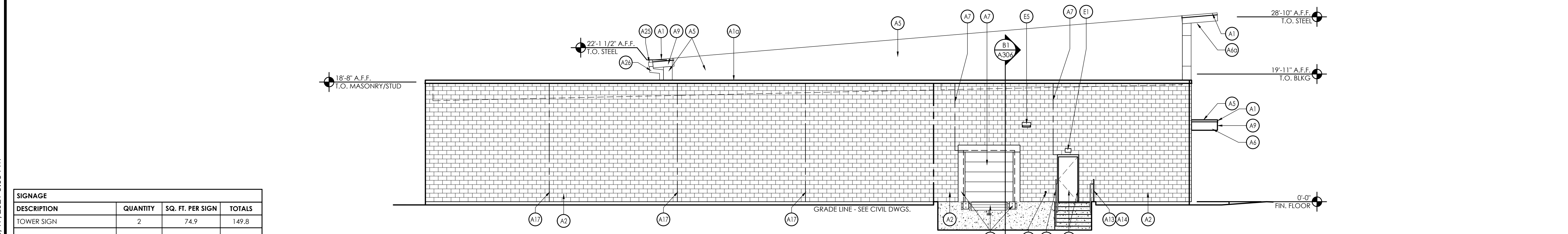
Exterior
Elevations
Drawing Name:

Date: 02/25/21
Type: RHSV7ER
Drawn By: CB
Scale: As Noted

Project No.
20-0647B
A-202
Drawing No.



2 East Elevation
SCALE: 1/8" = 1'-0"



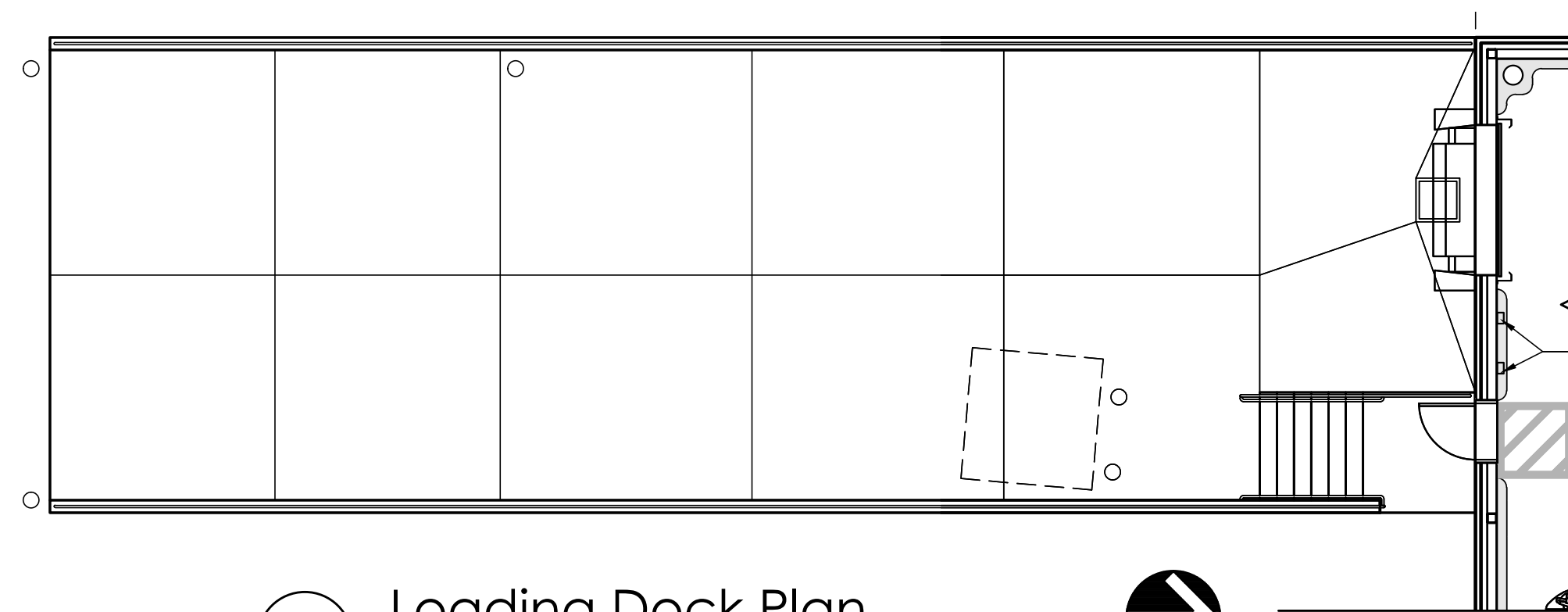
1 North Elevation
SCALE: 1/8" = 1'-0"

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOTAL SIGNAGE			149.8

SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL

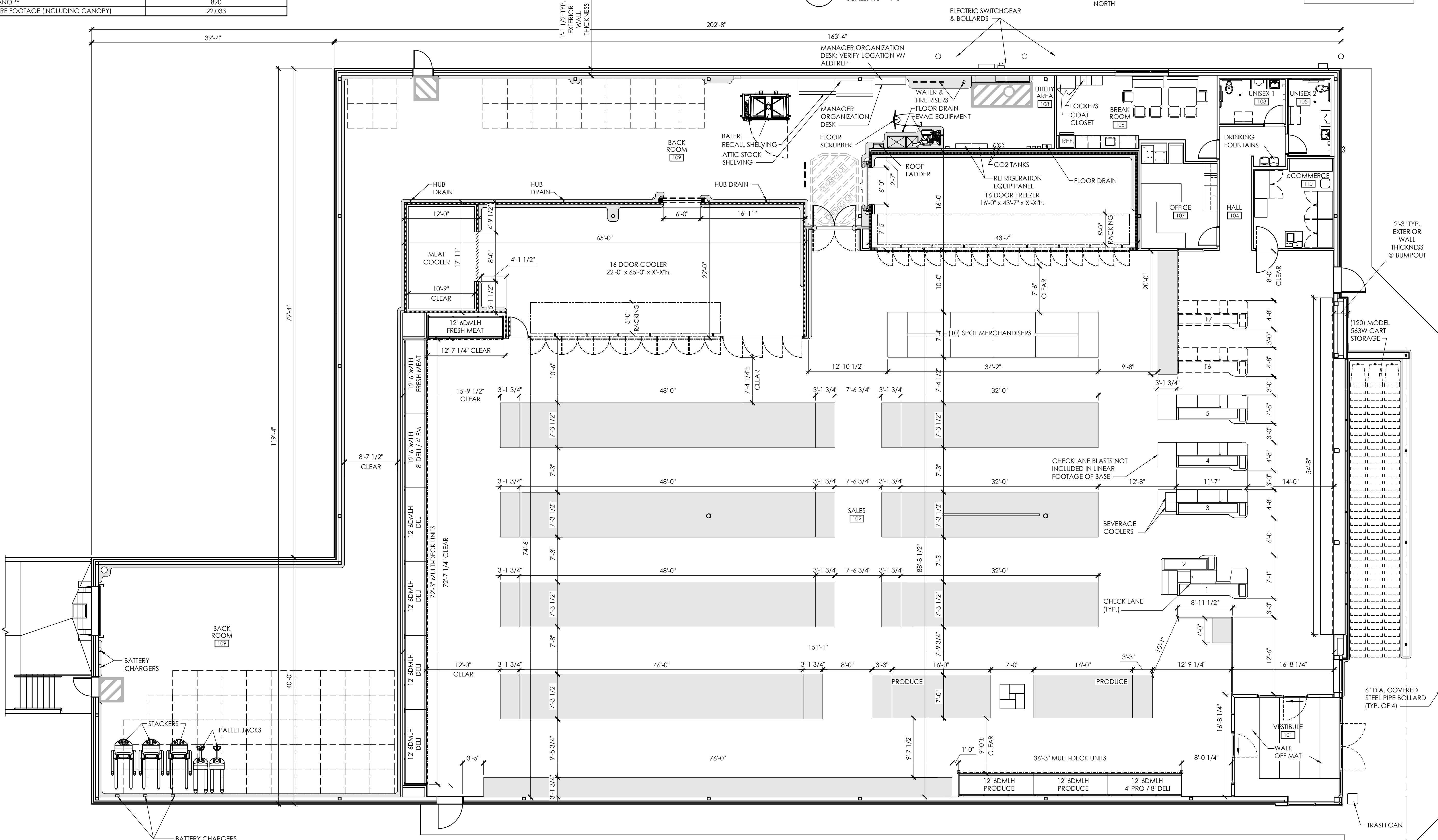
CEDAR FALLS, IA - AREA SUMMARY		
OCCUPANCY USE	ROOM NAME	SQUARE FOOTAGE
MERCANTILE (M)	SALES / VESTIBULE	12,541
	UNISEX 2	84
	UNISEX 1	76
	HALL	137
	SUBTOTAL (MERCANTILE)	12,838
BUSINESS (B)	OFFICE	190
	BREAK ROOM	305
	ECOMMERCE	175
	SUBTOTAL (BUSINESS)	670
STORAGE / STOCK (S-2)	BACKROOM	4,571
	COOLER	1,313
	FREEZER	648
SUBTOTAL (STORAGE / STOCK)	6,532	
SUBTOTAL (OCCUPANCIES)		20,040
EXTERIOR / INTERIOR WALLS / UNOCCUPIED SPACE		1,103
BUILDING SQUARE FOOTAGE		21,143
EXTERIOR CANOPY		890
TOTAL SQUARE FOOTAGE (INCLUDING CANOPY)		22,033

CEDAR FALLS, IA - OPERATIONS DATA	
ITEM	QUANTITY
LINEAR FOOTAGE OF BASE (PRODUCE INCLUDED)	828'-7"
ASSUMED PALLET STORAGE	73
BUILDING DIMENSIONS	119'-4" x 153'-4"
SALES FLOOR DIMENSIONS	74'-6" x 151'-1"
LENGTH OF MULTIDECK	120'
COOLER MILK DOORS	4
COOLER GENERAL DOORS	12
FREEZER GENERAL DOORS	16
SPOT MERCHANTISERS	10
CART STORAGE	120



2 Loading Dock Plan
SCALE: 1/8" = 1'-0"

- NOTES:
- THIS DRAWING IS FOR GENERAL FIXTURING LAYOUT AND REFERENCE TO EQUIPMENT ONLY. ALL INFORMATION IS FOR ALDI OPERATIONAL USE ONLY AND SHALL NOT BE USED FOR CONSTRUCTION OR BIDDING PURPOSES.
 - ALL DIMENSIONS TO WALLS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
 - THIS FACILITY DOES NOT CONTAIN A BAKERY, A BUTCHER, A DELI OR FISH COUNTER.
 - ALL FOOD IS PREPACKAGED. THERE IS NO ON SITE FOOD PREPARATION.
 - GONDOLA LOCATIONS ARE MEASURED FROM THE FACE OF THE STAINLESS STEEL PRICE TAG MOLDING (SSPFM).



1 Operations Plan
SCALE: 1/8" = 1'-0"

Issued:		Date:
A	Issued for Client Review	09/29/20
B	Issued for Client Review	11/11/20
C	Issued for Client Review	11/24/20
D	Issued for Client Review	12/03/20
E	Issued for Client Review	02/18/21
Revisions:		Date:
1		
2		
3		
4		
5		
6		
7		
8		
9		

Seal PROJECT ARCHITECT/ENGINEER DATE

Seal PROJECT LEAD DATE

Seal PROJECT DESIGNER DATE

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Drawing Alteration

It is a violation of law for any person, unless acting under the direction of a Licensed Architect, Professional Engineer, Landscape Architect, or Land Surveyor to alter any item on this document in any way. Any licensee who alters this document is required by law to affix his or her seal and to add the notation "Altered By:" followed by his or her signature and the specific description of the alteration or revision.

DO NOT SCALE PLANS

Copying, Printing, Software and other processes required to produce these prints can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact APD E&A with any need for additional dimensions or clarifications.

APD
ENGINEERING
ARCHITECTURE
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585.742.2222 - www.apd.com

ALDI Inc.
4201 Bagley Avenue North
Faribault, MN 55021
(507) 333-9465
(507) 333-9475 fax

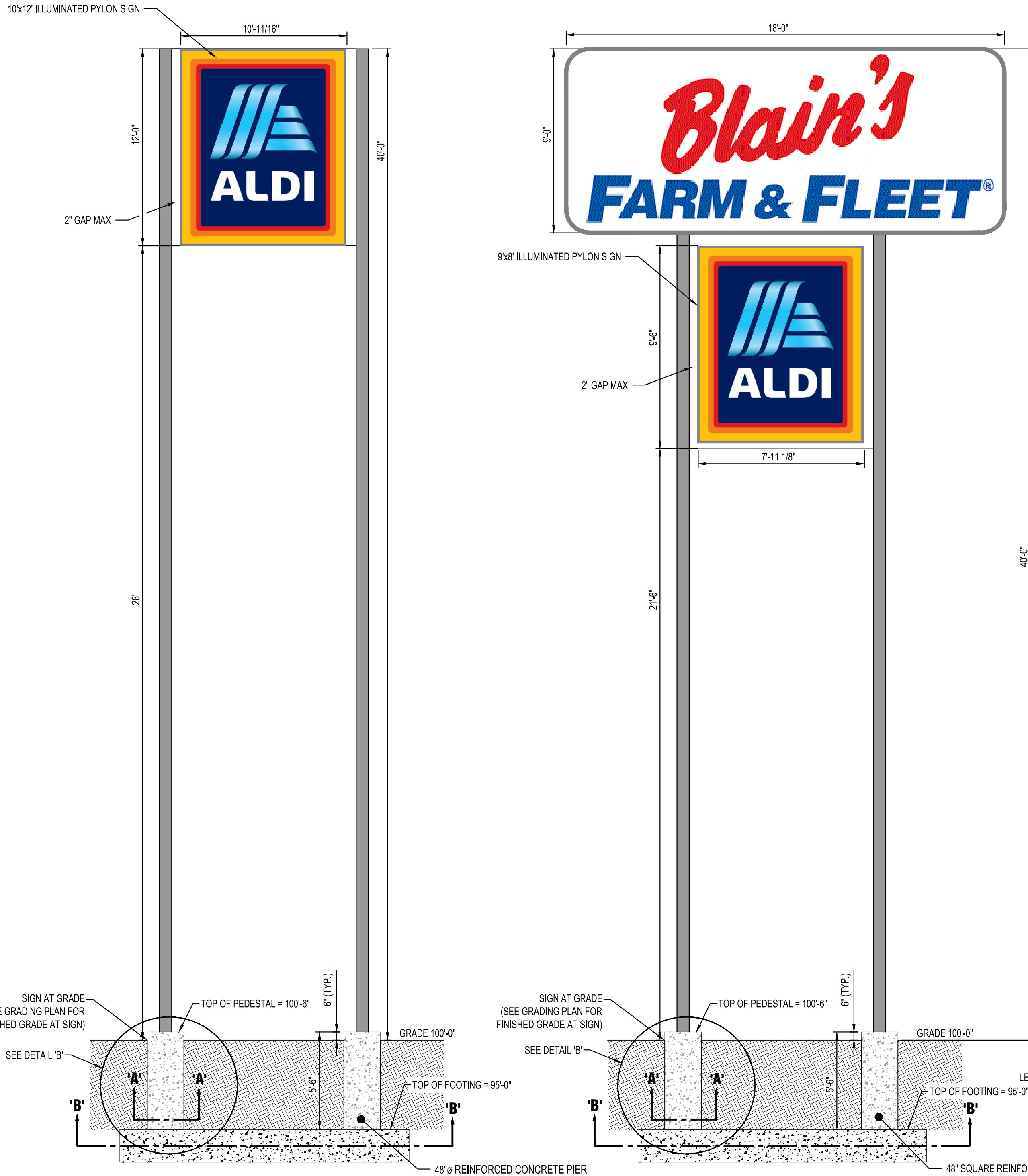
ALDI Inc. Store #: XX
Cedar Falls, IA
Project Address
Cedar Falls, IA
Black Hawk County
Project Name & Location:

Operations Plan	
Drawing Name:	Project No.
Date: 09/28/20	20-0647A
Type: RHSD-V7	CFP-3
Drawn By: CB	Scale: As Noted
Drawn By: CB	Drawn By: CB
Scale: As Noted	Drawn By: CB

PLOTTED: 2/18/2021 4:04 PM

Issued:	Date:
A SITE PLAN SUBMITTAL	02/19/21
B PERMIT SET	03/19/21
C BID SET	04/05/21
D	
E	

Revisions:	Date:
1	
2	
3	
4	
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7	
8	
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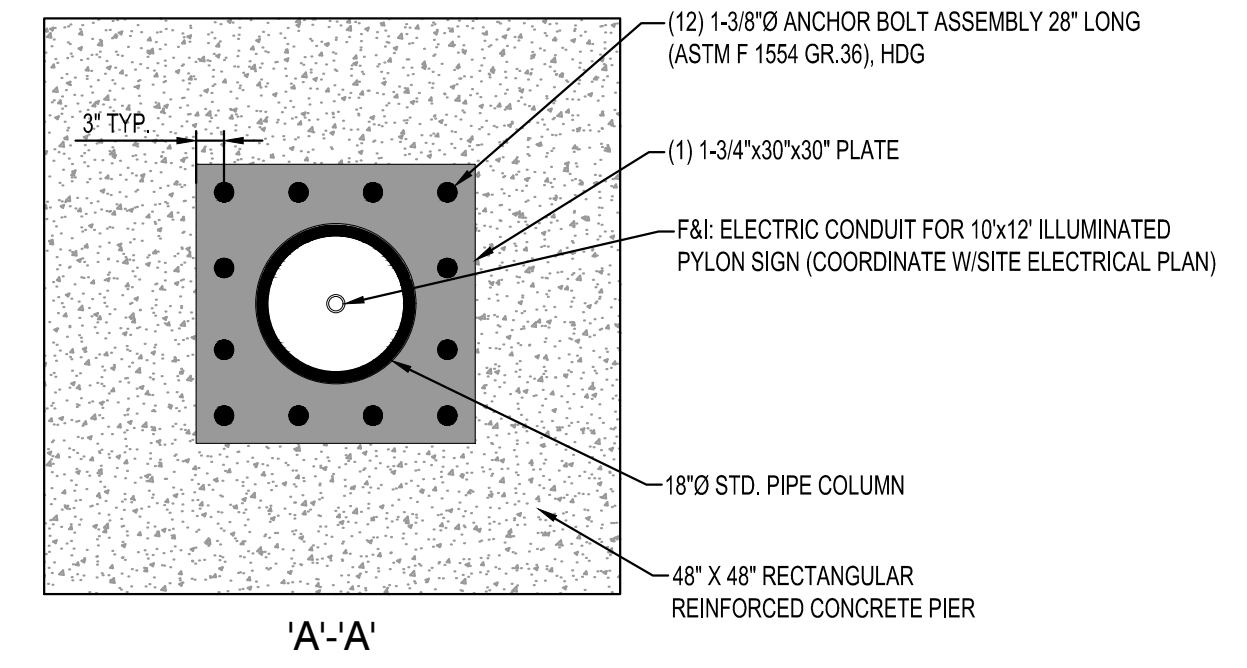
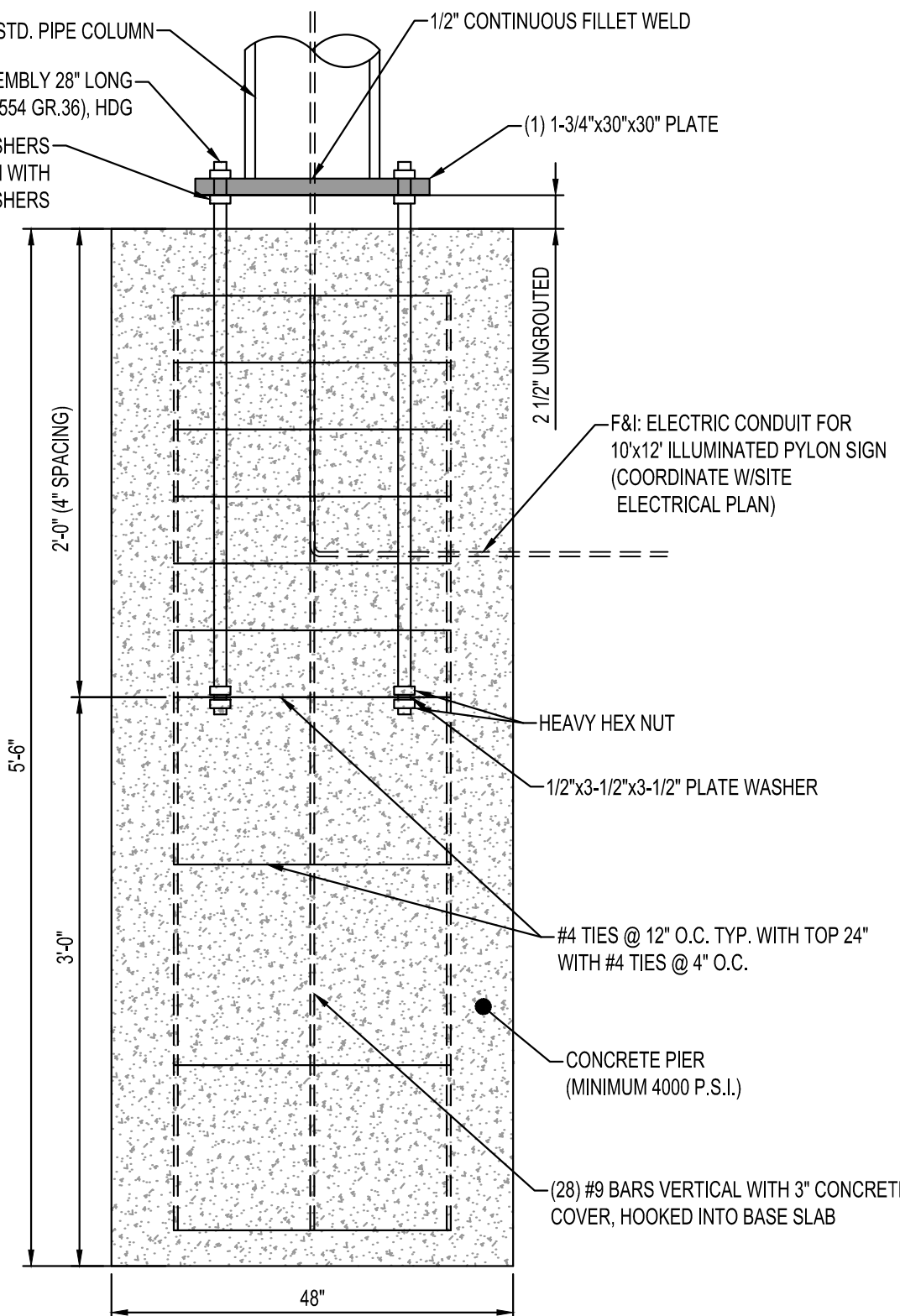
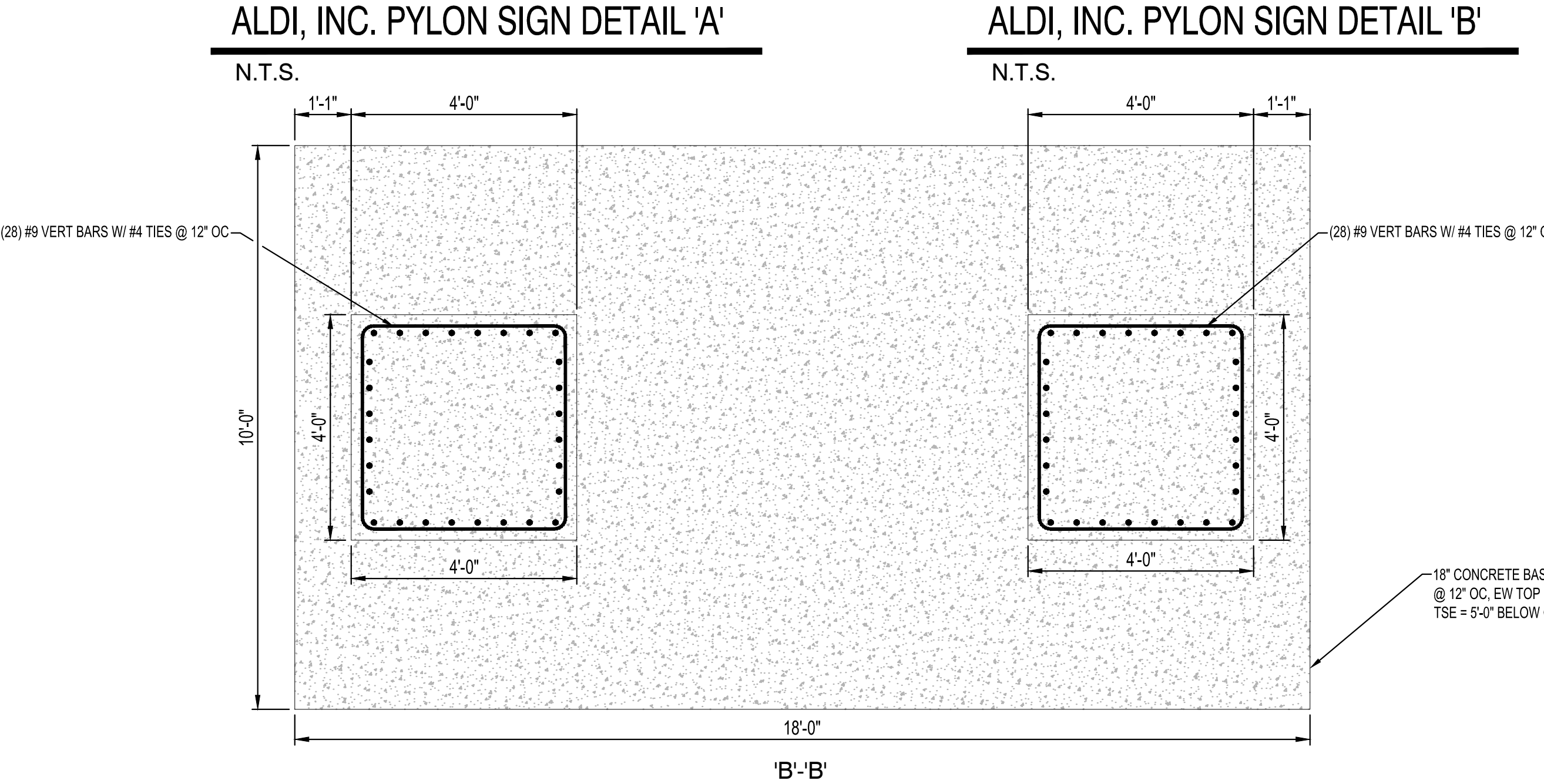


CONSTRUCTION NOTES:

A. SPECIFICATIONS

- DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE "STEEL CONSTRUCTION MANUAL", 14TH EDITION, BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION, UNO.
 - STEEL MATERIALS SHALL MEET THE REQUIREMENTS OF THE FOLLOWING SPECIFICATIONS, UNO.
 - HSS RECTANGULAR, ASTM A500 GRADE B, Fy = 46 ksi
 - HSS ROUND, ASTM A500 GRADE B, Fy = 42 ksi
 - PIPE, ASTM A53 GRADE B, Fy = 35 ksi
 - PLATES AND BARS, ASTM A36, Fy = 36 ksi
 - ALL WELDING SHALL CONFORM TO THE REQUIREMENTS OF AWS D1.1 (LATEST EDITION) "STRUCTURAL WELDING CODE".
 - CONCRETE SHALL BE NORMAL WEIGHT, UNO, AND MEET THE FOLLOWING CRITERIA.
 - f_c = 4,000 psi
 - 6% +/- 1.5% AIR ENTRAINMENT
 - 0.55 MAXIMUM WATER-TO-CEMENT RATIO
 - CEMENT SHALL CONFORM TO ASTM C150, TYPE III
 - READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED ACCORDANCE WITH ASTM C94.
 - CONCRETE SHALL BE CAST IN PLACE AGAINST UNDISTURBED SOIL. A SONO-TUBE FORM SHOULD ONLY BE USED FOR THE TOP 12" OF THE FOOTING. CONCRETE FORM-WORK SHALL CONFORM TO ALL REQUIREMENTS OF ACE 301 (LATEST EDITION) "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", EXCEPT AS MODIFIED BY THESE DRAWINGS.
 - ALL ANCHOR RODS SHALL BE SUPPLIED AND INSTALLED BY THE CONCRETE CONTRACTOR, UNO, AND MEET THE FOLLOWING SPECIFICATIONS.
 - ALL ANCHOR RODS SHALL BE ASTM F1554, GRADE 36, HEX-HEAD, NUTS SHALL BE ASTM A563, GRADE A, HEAVY-HEX, HARDENED WASHERS SHALL BE ASTM 436, OVER-SIZED PLATE WASHERS SHALL BE ASTM A36, AND ALL HOT-DIPPED GALVANIZED.
 - ALL ANCHOR RODS SHALL BE SET WITH TEMPLATES.
 - DEFORMED BAR REINFORCEMENT SHALL BE ASTM A615, GRADE 60, UNO, AND MEET THE FOLLOWING SPECIFICATIONS.
 - DEVELOPMENT LENGTH OF STRAIGHT BARS SHALL BE 48 TIMES THE DIAMETER.
 - MINIMUM CLEAR CONCRETE COVER SHALL BE 3 INCHES.
 - ALL REINFORCING STEEL, ANCHOR RODS, DOWELS, AND WELDS SHALL BE PAINTED WITH AN ANTI-RUST COMPOUND, POSITIONERS, OR EQUIVALENT, BEFORE PLACING CONCRETE, OR PAINTING.
- B. SUBMITTALS:
- PRIOR TO SUBMITTAL, THE CONTRACTOR SHALL SUBMIT THE SHOP DRAWINGS TO THE ENGINEER. THE CONTRACTOR SHALL STAMP AND SIGN THE SHOP DRAWINGS PRIOR TO SUBMITTAL TO THE ENGINEER.
 - THE CONTRACTOR SHALL SUBMIT PRODUCT DATA SHEETS FOR ALL MATERIALS, INCLUDING FORMING ACCESSORIES, ADMIXTURES, PATCHING COMPOUNDS, SEALANTS, WATERSTOPS, JOINT SYSTEMS, CURING COMPOUNDS, AND OTHER MATERIALS TO BE USED IN THE SHOP DRAWINGS WHICH DO NOT COMPLY WITH DESIGN DRAWINGS, ANY CHANGES MUST BE APPROVED BY THE ENGINEER PRIOR TO FABRICATION.
 - CONTRACTOR TO SUBMIT THE FOLLOWING DRAWINGS TO ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION OF SIGN.
 - CONCRETE REINFORCING STEEL
 - ANCHOR RODS
 - CONCRETE MIX DESIGNS
 - STRUCTURAL STEEL
 - ADDITIONAL SHOP DRAWINGS REQUESTED IN THE SPECIFICATIONS.
 - A COPY OF ALL SHOP DRAWINGS SHALL BE MAINTAINED ON SITE AT ALL TIMES.
- C. QUALITY CONTROL AND QUALITY ASSURANCE:
- COORDINATE FOR ENGINEER OR OWNER'S INDEPENDENT TESTING AGENCY TO INSPECT AND APPROVE REINFORCING STEEL AND EMBEDS PRIOR TO ORDERING CONCRETE.
 - COORDINATE FOR OWNER'S INDEPENDENT TESTING AGENCY TO BE ON SITE AND PERFORM CONTINUOUS INSPECTION WHILE CONCRETE PLACEMENT IS OCCURRING. PROVIDE NOTICE NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE PLACEMENT.
 - COORDINATE WITH OWNER'S INDEPENDENT TESTING AGENCY TO SAMPLE CONCRETE AT TIME OF PLACEMENT IN ORDER TO PERFORM SLUMP, AIR, TEMPERATURE AND CASTING OF CYLINDERS.
 - ANY AND ALL WORK PERFORMED WITHOUT PROPER INSPECTION AND TESTING AS OUTLINED IN THIS SPECIFICATION WILL BE CONSIDERED UNAUTHORIZED WORK. ANY CORRECTIVE MEASURES REQUIRED OF THE UNAUTHORIZED WORK WILL BE AT CONTRACTORS OWN EXPENSE.

DRAFT



MANAGING LOCATION:
MINNEAPOLIS / ST. PAUL OFFICE
 7900 INTERNATIONAL DRIVE
 INTERNATIONAL PLAZA, SUITE 550
 MINNEAPOLIS, MN 55425
 PHONE: 952.426.0699



ALDI Inc. Store #: 64
CEDAR FALLS, IA
 219 BRANDILYNN BLVD
 CEDAR FALLS, IA 50613
 BLACKHAWK COUNTY
 Project Name & Location:

PYLON SIGN DETAILS

Drawing Name:	ISG Project No.
Type: V7.0 ER	16-19997
Drawn By: JMF	C-025
Designed By: JMF	Drawing No.
Reviewed By: RJA	



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper. /Maint. Division Manager
DATE: May 12, 2021
SUBJECT: Equipment Purchase

Quotations were received for a small end loader for use in the street section. This unit will be used for many projects that require moving and/or loading of material on various projects and where space is limited. This machine is similar to a skid loader although it has four wheel steer that possesses a much wider range of versatility. This unit is programmed for purchase in FY22 through the Vehicle Replacement Program (VRP) in the amount of \$80,000.00 utilizing street construction funds.

Following is a summation of the quotations received;

John Deere (Sourcewell) \$101,482.67
Bobcat Equipment Not Available
Case Equipment Not Available

The John Deere unit features industry-exclusive articulation plus steering system which combines 30 degrees of articulation plus an additional 10 degree of rear wheel steer. The reduced articulation allows tighter turns that are more stable which enhances safety of operation.

The intent of this purchase was to include a trade in of an older skid loader that would have brought the final price very near to the budgeted amount. However, the Water Reclamation Division has indicated interest in obtaining the unit to be traded to assist in management of bio-solids.

Therefore, it is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total of \$101,482.67.00. The expenditure will be funded from Street Construction Funds. The overage of \$21,482.00 is proposed to be paid from Sewer Rental Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *Bush*
DATE: May 17, 2021
SUBJECT: Lease Agreement for Office Space at 1500 Bluff Street

Attached for your consideration is a renewal of a lease agreement between the Black Hawk County Solid Waste Commission and the City of Cedar Falls for use of office space located at 1500 Bluff Street by the WasteTrac environmental education team.

WasteTrac, the Black Hawk County Solid Waste Commission's environmental education team is responsible for providing various environmental education programs for civic organizations and schools throughout Black Hawk County. The majority of the existing Bluff Street complex is refuse and recycling related operations. Having WasteTrac located at this facility provides a great benefit for both the City and the BHCSWC for purposes of recycling education and facility tours.

The Public works Department is recommending approval of the attached agreement. The terms of the lease renewal is for 24 months beginning July 1, 2021, at a rate of \$3,600 annually. This agreement also allows for a one term extension if agreeable by both parties.

Please feel free to contact me if you have questions or concerns.

Cc; Chase Schrage, Director of Public Works

Att.

LEASE BUSINESS PROPERTY

THIS LEASE AGREEMENT, is entered into this _____ Day of June, 2021, by the City of Cedar Falls (“Landlord”) whose address for the purpose of this Lease is 220 Clay St., Cedar Falls, Iowa 50613, and Black Hawk County Solid Waste Management Commission (“Tenant”) whose address for the purpose of this Lease is 229 E. Park Ave., Waterloo, IA 50703.

WITNESSETH THAT:

1. **PREMISES AND TERM.** Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this Lease, the following described “Premises”, situated in Black Hawk County, Iowa:

Offices and adjoining areas as outlined on attached Exhibit “A”, located at 1500 Bluff St., Cedar Falls, Iowa, along with access to all common areas of the premises,

with the improvements thereon, and all rights, easements and appurtenances, for a term of twenty-four (24) months, commencing at the first day of the lease term, which shall be on July 1, 2021, and ending at midnight on the last day of the lease term, which shall be on June 30, 2023, upon the condition that Tenant pays rent therefor, and otherwise performs as in this Lease provided. Upon expiration of the initial term, at the discretion of the Landlord, and with the consent of the Tenant, this lease agreement may be extended for one (1) additional term of twenty-four (24) months

2. **RENT.** Tenant agrees to pay to Landlord as rent for said term, as follows: \$3,600 due and payable on or before July 1, 2021 and \$3,600 on or before July 1, 2022. All costs for utilities and maintenance are included within this payment. All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 18 % per annum from the due date, until paid.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant’s only damages shall be a rebating of the pro rata rental.

4. **USE OF PREMISES.** Tenant covenants and agrees during the term of this Lease to use and to occupy the Premises only for the purpose of operating its business as the Black Hawk County Solid Waste Management Commission (BHCSWC) education program. Landlord represents the Premises are appropriately zoned for such use.

5. **REPAIRS.** Tenant takes the Premises “As Is”. Tenant shall maintain the Premises in a reasonable safe, serviceable, clean and presentable condition and Tenant shall only be responsible for damage caused by the Tenant, not including wear caused by normal use. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.

6. **UTILITIES AND SERVICES.** Landlord shall pay for all utilities and services which may be used on the Premises (including heat, air, water, sewer, electricity, and refuse). Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord,

provided Landlord uses reasonable diligence to resume such services.

Item 40.

7. TERMINATION, SURRENDER OF PREMISES AT END OF TERM.

(a) **Termination.** This Lease shall terminate upon either the expiration of the original term, or with ninety (90) days written notice given during the original term, from either party to the other as designated in Article 16. Notice and Demands of this Lease.

(b) **Surrender.** Tenant agrees that upon termination of this Lease it will surrender and deliver the Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(c) **Holding Over.** Continued possession by Tenant, with the permission of the Landlord, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this Lease, or for a new lease) shall constitute a month-to-month extension of the Lease.

(d) **Removal of Fixtures.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the Premises, providing Tenant repairs any and all damages caused by removal.

8. **ASSIGNMENT AND SUBLETTING.** Any assignment of this Lease or subletting of the Premises or any part thereof, without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease term due and payable at once. Such written permission shall not be unreasonably withheld.

9. **INSURANCE.** Landlord and Tenant will each keep their respective property interests in the premises and its liability in regard thereto, and the personal property on the premises reasonably insured against hazards and casualties; that is fire, and those items usually covered by extended coverage; and Tenant will procure and deliver to the Landlord a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interests may appear. To the extent permitted by their policies, the Landlord and Tenant waive all rights of recovery against each other.

(a) **Liability Insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location, with Iowa Communities Assurance Pool (ICAP). ICAP is a self-insurance pool participant who has an AAA rating with Demotech. Such policy shall include liability arising from premises operations, independent contractors, personal injury, and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured and shall contain a governmental immunities endorsement.

(b) **Workers' Compensation Insurance Coverage.** Tenant agrees to obtain and maintain standard workers' insurance coverage required by state law and Tenant waives all rights of recovery and subrogation against the Landlord on account of claims made with respect to such insurance.

(c) **Certificates of Insurance.** Prior to the time the lease takes effect, the Tenant will provide the Landlord with a certificate of insurance with these insurance requirements, such

certificate shall include 30 days' advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. INDEMNITY. Except as to any negligence or willful misconduct of the Landlord, Tenant will protect, indemnify and save harmless the Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant.

12. FIRE AND CASUALTY.

(a) **Partial Destruction of Premises.** In the event of a partial destruction or damage of the Premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 120 days after its occurrences, this Lease shall not terminate but the rent for the Premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages 120 days after its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **Total Destruction of Business Use.** In the event of a destruction or damage of the Premises including the parking area so that Tenant is not able to conduct its business on the Premises or the then current legal use for which the Premises are being used and which damages cannot be repaired within 120 days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 30 days after such destruction. Tenant shall surrender possession within 30 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this Lease, Landlord at its option, may rebuild or not, at its discretion.

13. SIGNS. Tenant will not be allowed to affix any signage to the building (walls, windows, doors, etc.) without the express written consent of the Landlord, which shall not be unreasonably withheld.

14. ENFORCEMENT. The validity, interpretation, performance, and enforcement of this Lease shall be governed by the laws of the State of Iowa. Each of the parties consents to the jurisdiction of the Iowa District Court for Black Hawk County in all matters relating to this Lease.

15. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

16. **NOTICES AND DEMANDS.** Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

17. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this Lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This Lease contains the whole agreement of the parties.

18. **OTHER TERMS.**

- (a) Tenant shall be given three parking stalls (not assigned) and access to break room at no additional cost.
- (b) During the term of this Lease, Landlord shall also provide the following at no additional cost: Office furniture (desk, file, chair) and janitorial services.

LANDLORD

City of Cedar Falls, Iowa

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

Date

TENANT

Black Hawk County Solid Waste Management Commission

Brian Heath, Chairperson

Date



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



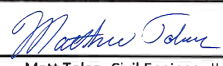
TO: Honorable Mayor Robert M. Green and City Council
FROM: Brett Armstrong, Civil Engineer I
DATE: June 3rd, 2021
SUBJECT: 2020 Street Patching Project
Project No.: RS – 000 – 3243
Project Final Out

The 2020 Street Patching Project is completed and ready for final acceptance. This project involved the construction of forty-three (43) utility patches on existing City streets. The work included removal and replacement of temporary patches, PCC curb and gutter, subgrade preparation, replacement of driveway approaches and pedestrian ramps though-out the City. This project was under contract with Boulder Contracting, LLC of Grundy Center, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Final Breakdown of Costs
- Copy of Maintenance Bond, Boulder Contracting LLC.

The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns: Suppliers (Boulder Contracting, LLC; Benton's Ready Mixed Concrete Inc.) and Subcontractors (Boulder Contracting, LLC; Service Signing; Tiedt; Aspro).

 <p>CONTRACTOR'S APPLICATION FOR PAYMENT</p>	4	<p>Pay Application</p>
<p>2020 Street Patching Project</p>		
Project Number: RS-000-3243	Application Period: 11/14/20 to 12/04/20	Application Date: 12/05/20
Contract Completion Date: 11/20/20	To (Owner): City of Cedar Falls	Via (Engineer): Matt Tolan
	From (Contractor): Boulder Contracting	Civil Engineer II
Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 6,649.58	\$ -
2	\$ -	\$ -
3	\$ -	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ 6,649.58	\$ -
Net Change by Change Orders		
(a) + (b) = (c)	\$ 6,649.58	
Contractor's Certification		
<p>The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>		
By (Contractor): 		
Date: Luke Kjormoe		
<p>1. ORIGINAL CONTRACT PRICE \$ 277,914.28</p> <p>2. NET CHANGE BY CHANGE ORDERS (c) \$ 6,649.58</p> <p>3. CURRENT CONTRACT PRICE \$ 284,563.86</p> <p>4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate) \$ 289,563.86</p> <p>5. RETAINAGE</p> <p style="margin-left: 20px;">a. 5% x \$ 289,563.86 Work Completed \$ -</p> <p style="margin-left: 20px;">b. 5% x \$ - Stored Materials \$ -</p> <p style="margin-left: 20px;">c. Total Retainage (Line 5a + Line 5b) \$ -</p> <p>6. CUMULATIVE LIQUIDATED DAMAGES CHARGED</p> <p style="margin-left: 20px;">0 Days x _____ Per Day \$ -</p> <p>7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6) \$ 289,563.86</p> <p>8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application) \$ 275,085.67</p> <p>9. AMOUNT DUE THIS APPLICATION \$ 14,478.19</p> <p>10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c) \$ 289,563.86</p> <p>11. % OF COMPLETION</p> <p style="margin-left: 20px;">Original Contract Price (Line 10 ÷ Line 1) 104%</p> <p style="margin-left: 20px;">Current Contract Price (Line 10 ÷ Line 3) 102%</p> <p>Payment of: \$ 14,478.19 (Line 9 or Other: Attach Explanation if Other Amount)</p> <p>Is Respectfully Submitted:  5/29/2021</p> <p style="text-align: center;">Matt Tolan, Civil Engineer II Date</p>		

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

By: 
Signature

Printed Name of Agent

Owner
Title

Company Name

SURETY:

Westfield Insurance Company
Surety Company

Company Address

By: 
Signature Attorney-in-Fact Officer

City, State, Zip Code

Nancy D. Batutat
Printed Name of Attorney-in-Fact Officer & IA Agent

Company Telephone Number

LMC Insurane & Risk Management
Company Name

FORM APPROVED BY:

4200 University Avenue #200
Company Address

Attorney for Owner

West Des Moines IA 50266
City, State, Zip Code

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



Boulder Contracting, LLC

"think bigger, think better, think Boulder!"

Vendor:
Service Signing
PO Box 150
Cedar Falls, IA 50613

Project: J515 City of Cedar Falls

Invoice#	Invoice Date	Invoice Total
1187	12/13/20	\$6,600.00

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named project for payment received on this date for the invoices listed above.

Signed: Cristi Agudo
please use blue ink

Date: Mar. 11, 2021

PO Box 310
606 E 1st St
Grundy Center, IA 50638

phone: 641-243-3285
fax: 319-538-0131



Boulder Contracting, LLC

"think bigger, think better, think Boulder!"

Vendor:
Tiedt
2419 E Bremer Ave
Waverly IA 50677

Project: J515 City of Cedar Falls

Invoice#	Invoice Date	Invoice Total
14098	11/17/201	\$2,000.00

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named project for payment received on this date for the invoices listed above.

Signed: Vallarie Horn

Date: 12/5/20

please use blue ink

PO Box 310
606 E 1st St
Grundy Center, IA 50638

phone: 641-243-3285
fax: 319-538-0131



Boulder Contracting, LLC

"think bigger, think better, think Boulder!"

Vendor:
Aspro
PO Box 2620
Waterloo, IA 50704

Project: J515 City of Cedar Falls

Invoice#	Invoice Date	Invoice Total
515-1	11/22/20	\$30,209.85

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named project for payment received on this date for the invoices listed above.

Signed: *mg Dabovik*

Date: 03/11/21

please use blue ink

PO Box 310
606 E 1st St
Grundy Center, IA 50638

phone: 641-243-3285
fax: 319-538-0131



"think bigger, think better,
think Boulder!"

Vendor:

Benton's Ready Mix
725 Center St
Cedar Falls, IA 50613

Project: J515

Invoice#	Invoice Total
182647	2,060.00
182995	918.75
182981	1,133.00
182826	2,369.00
183293	4,015.00
183249	1,543.00
183141	4,515.00
183030	441.00
183348	4,121.25
183475	945.00
183421	626.00
183589	772.50

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named project for payment received on this date for the invoices listed above.

Signed: _____

Date: _____

5/7/21

please use blue ink


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: June 3, 2021
SUBJECT: Cedar Heights Drive Reconstruction Project
 City Project No.: RC-000-3171
 Iowa DOT No.: 101—07-1185-652
 Bid Opening

On May 18th, 2021 at 10:00 a.m., bids were received and opened by the Iowa Department of Transportation for the Cedar Heights Drive Reconstruction Project. A total of four (4) bids were received, with Peterson Contractors Inc. submitting low bid:

	<i>Bid Total</i>
Peterson Contractors Inc.	\$6,520,858.73
Pirc-Tobin Construction, Inc.	\$6,772,273.85
Streb Construction Co. & E&F Paving Co.	\$7,158,096.30
C.J. Moyna & Sons, LLC & Progressive Structures, LLC	\$7,306,137.32

The Engineer's Estimate for this project was \$7,560,000. The bid submitted by Peterson Contractors Inc. of \$6,520,858.73 is 13.7% below the Engineer's Estimate.

We recommend acceptance of the low bid from Peterson Contractors Inc. of Reinbeck, Iowa in the amount of \$6,520,858.73. Upon acceptance of the low bid, we recommend authorizing the City Engineer to execute the contract, along with required bond and insurance, using the Iowa DOT's electronic file management system. Use of the Iowa DOT's electronic file management system is required for this contract.

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

Apparent Bids for Letting of May 18, 2021

Letting ID: 21/05/18

Cut-off Time: 10:00:59 AM CDT

Proposal: 101--07-1185-652

Counties: BLACK HAWK

PCC PAVEMENT - GRADE & REPLACE

Bidder Name	Bid Amount	Comment	DBE
PETERSON CONTRACTORS INC.	\$6,520,858.73		0.00%
PIRC-TOBIN CONSTRUCTION, INC.	\$6,772,273.85		0.00%
STREB CONSTRUCTION CO & E&F PAVING CO., JV	\$7,158,096.30		0.00%
C.J. MOYNA & SONS, LLC & PROGRESSIVE STRUCTURES, LLC, JV	\$7,306,137.32		0.00%

(4 apparent bids)



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: June 3, 2021

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
 Supplemental Agreement No. 3
 Cedar Heights Drive Reconstruction – Greenhill Rd. to E. Viking Rd.
 City Project No. RC-000-3171

Please find attached Supplemental Agreement No. 3 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for Cedar Heights Drive Reconstruction Engineering Services. This supplemental agreement provides construction administration, observation and staking services for the construction of the project. Services will include: construction observation and testing services in accordance with Iowa DOT requirements, project monitoring and documentation, change order processing, pay application review and processing, project quantity reporting, Iowa DOT audit preparations, SWPPP inspections and general instruction/training to City staff as needed for the use of the Iowa DOT Doc Express electronic filing system.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the Reconstruction Project on April 20, 2019. The construction project will utilize the Surface Transportation Block Grant (STBG) Programming Agreement of \$2,900,000 Federal-aid Swap funds and Traffic Safety Improvement Program (TSIP) funds of \$500,000, Local Match funding sources (GO Bonds, Street Construction Funds and Local Option Sales Tax Funds).

The attached supplemental agreement includes the construction services for Cedar Heights Drive Reconstruction Project. Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$367,000.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 3 with Snyder & Associates, Inc. for construction services for the Cedar Heights Drive Reconstruction Project.

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

xc: Chase Schrage, Director of Public Works



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

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

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

SUPPLEMENTAL AGREEMENT NO. 3

**Cedar Heights Drive Reconstruction Project
Cedar Falls, Iowa
City Project Number RC-000-3171**

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated April 15, 2019 for the Cedar Heights Drive Reconstruction Project; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional design items required as a part of the Cedar Heights Drive Reconstruction Project,

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to modify the Scope of Services and Compensation for Construction Phase items as a part of the Cedar Heights Drive Reconstruction Project,

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to assign fees to scope modifications as part of the Cedar Heights Drive Reconstruction Project,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall coordinate the protection and/or relocation of the CenturyLink infrastructure within their easements located within the Cedar Heights Drive ROW. The CLIENT shall be responsible for developing and implementing relocation agreements.
- B. The CONSULTANT shall prepare and assist with the submittal of a Traffic Safety Improvement Program (TSIP) funding application for the Cedar Heights Drive and Huntington Road Roundabout.
- C. The CONSULTANT shall provide the following estimated number of acquisition documents in addition to the numbers listed in the original Professional Services Agreement:
 - 1. Right-of-way (fee title; plat signed by an LS) – 0
 - 2. Permanent easement (plat signed by an LS) – 0
 - 3. Temporary easement (exhibit; no signature required) – 3

The acquisition services listed in the original agreement shall also apply to the parcels added herein.

- D. The CONSULTANT shall develop additional staging and traffic control options to address access to businesses and residents in the Cedar Hill Road area. Following review of the additional staging

and traffic control options, the CONSULTANT shall modify the plans as necessary to reflect the changes.

- E. The CONSULTANT shall provide limited staking of work limits for utilities in relocations areas, upon approval from the CLIENT.
- F. The Construction Phase Support Services below shall be provided and replace the Construction Phase Scope included in the original Professional Service Agreement, Task F- Construction Phase.

Construction Phase Support Services

The CLIENT will provide a staff member to serve as the Project Engineer for Iowa Department of Transportation (DOT) compliance and coordination. This person will be responsible for signing items uploaded to Doc Express. The CLIENT will provide a staff member to serve as the person in responsible charge for DOT compliance and coordination. The CONSULTANT shall provide staff to supplement CLIENT staff completing Construction Phase Support Services as requested during construction.

If the Contractor does not meet the completion period requirements, or if change orders or Project additions require additional construction time, the CONSULTANT will be compensated for any additional administration and construction observation when authorized by the CLIENT. Additionally this agreement provides for an estimated maximum amount of construction phase support services. Additional time may be requested by the CLIENT.

1.0 Construction Administration

The CONSULTANT will provide periodic and/or supplemental construction administration to assist the CLIENT'S staff for the Project during the Construction Phase. The time spent is dependent upon the CLIENT'S request, contractor's schedule, rate of progress, and type of work. It is estimated that part time administration services will be provided. Below are tasks that the CONSULTANT should provide assistance with as requested by the CLIENT.

1.1 Preconstruction Conference

The CONSULTANT shall attend a pre-construction meeting scheduled and held by the CLIENT to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction. The CONSULTANT shall be responsible for drafting meeting notices, facilitating the meeting, and meeting minutes. The CLIENT will be responsible for setup, coordination, follow-up for the meeting and distribution of the meeting minutes.

1.2 Contractor Payment Requests

The CLIENT shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which recommends payments and is a declaration that the contractor's work has progressed to the point indicated. Pay Requests and associated work is NOT part of the services to be provided by the CONSULTANT.

1.3 Notification of Nonconformance

The CLIENT shall be responsible for documenting any known work which does not generally conform to the construction contract, make recommendations for the correction of nonconforming work and seeing that these recommendations are implemented by the contractor. Notifications of Nonconformance and this associated work is NOT part of the services to be provided by the CONSULTANT.

1.4 Shop Drawings

The CONSULTANT shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract. Distribution of reviewed shop drawings shall be coordinated with the CLIENT and CONSULTANT.

1.5 Change Orders

The CONSULTANT shall negotiate and prepare change orders for approval by the CLIENT. The CONSULTANT shall prepare Information for distribution to the Contractor for additional direction and/or plan clarification.

1.6 Pre-Pour Meeting

The CLIENT shall schedule, prepare agendas and coordinate pre-pour meeting/s to review project. The CONSULTANT shall attend and participate in one pre-pour meeting for each of the 2021 and 2022 construction seasons.

1.7 General Coordination

The CLIENT shall be responsible for property owner coordination, organizing and scheduling as well as attending and conducting bi-weekly construction meetings, and provide monthly project updates for the City's website. The CONSULTANT shall be available to assist with property owner coordination and plan to attend every other bi-weekly construction meetings.

1.8 Spring 2022 Kickoff Meeting

The CONSULTANT shall assist with coordinating a spring 2022 construction kickoff meeting following winter shutdown. This meeting shall take place prior to construction beginning in the spring. Schedules and remaining construction activities shall be discussed. The CLIENT will be responsible for setup, coordination, follow-up for the meeting and distribution of the meeting minutes.

1.9 Substantially Complete and Final Project Walkthrough

The CLIENT shall perform a project walkthrough to determine if the PROJECT is substantially complete according to the plans and specifications and make a recommendation on final payment. This shall include the development of a punch list of items to be completed by the contractor for completion along with subsequent site review and correspondence. The CONSULTANT shall be available to assist with the (1) final project walkthrough which may include CLIENT staff (including Engineering, Public Works and Water Reclamation staff), the Contractor and DOT personnel. The CONSULTANT shall also be available for general assistance related to tasks included with this item.

1.10 Final Acceptance

It is understood that the CLIENT will accept any portion of a Project only after their review of the construction. Final acceptance and associated work is NOT part of the services to be provided by the CONSULTANT.

1.11 As-Built Drawings

The CLIENT shall be responsible for documenting construction and preparing as-built drawings for the PROJECT. Such as-built drawings may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/CONSULTANT approval.

The as-built drawings will include new water main fittings and valve locations and elevations, new storm sewer pipe flowline elevations and slopes, and new sanitary sewer main flowline elevations and slopes. As-built drawings and associated work is NOT part of the services to be provided by the CONSULTANT.

2.0 Construction Staking

Construction staking and associated work is NOT part of the services to be provided by the CONSULTANT as part of this agreement.

3.0 Construction Observation

The CONSULTANT will provide periodic and/or supplemental site observation to assist the CLIENT'S staff for the Project during the Construction Phase. The time spent on site is dependent upon the CLIENT'S request, contractor's schedule, rate of progress, and type of work. If a Contractor requests a waiver of any provisions of the plans and specifications, the CONSULTANT will assist the CLIENT with a recommendation and/or drafting a response to the request. The CLIENT will provide the responses to the Contractor. The CONSULTANT will give guidance to the Project during the construction period as requested by the CLIENT, including the following:

3.1 Observation

The CONSULTANT shall provide staff when requested by the CLIENT to supplement observation of the work for general compliance with plans and specifications. It is estimated that part time observation services will be provided.

3.2 Record/Log

The CLIENT shall keep a record of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction. Record/Log and associated work is NOT part of the services to be provided by the CONSULTANT.

3.3 Resident Construction Services

The CLIENT shall provide representation at the job site during the Construction Phase of the Project, which results in an increase in the probability that the Project will be constructed in substantial compliance with the plans and specifications. However, such Resident Services do not guarantee the Contractor's performance. Nor do such Resident Services include responsibility for construction means, techniques, procedures or safety used in constructing the work described in this agreement. Resident construction services and associated work is NOT part of the services to be provided by the CONSULTANT.

3.4 Testing/Monitoring

The CLIENT will coordinate the acceptance testing and monitoring according to the specifications, including the services provided by an independent testing laboratory. Testing services by an independent laboratory may be performed on behalf of the CLIENT. The CLIENT shall be responsible for PCC air, slump and strength testing (if maturity is not utilized), certified plant monitoring, and aggregate testing. It is anticipated that the Contractor will be responsible for compaction, moisture and density, and special compaction testing. Testing and monitoring services and associated work is NOT part of the services to be provided by the CONSULTANT.

II. COMPENSATION

Compensation for this scope of Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Three Hundred Sixty-Seven Thousand Dollars (\$367,000). This compensation shall be added to and included with the services and monthly invoice for this project. The CONSULTANT shall notify the CLIENT when approximately Twenty-Thousand Dollars (\$20,000) of budget remains on this project. This should allow for the CLIENT to consider and determine if additional budget should be added for Construction Phase Support services needed. Services are anticipated to end during the summer of 2023.

III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated April 15, 2019.

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

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: May 12, 2021

Daily Invoices for Council Meeting 06/07/21

PREPARED 06/03/2021, 11:18:57
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 11/2021

Item 44.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-0000-216.00-00 CURRENT LIABILITY / OVERPAYMENTS										
1874		11/21 AP	05/18/21	0395774	WAYNE CLAASSEN ENG. & SURVEYI		82.44			05/19/21
					WESTERN HOME 9TH ADDITION	REFUND OVERPAYMENT 10/20				
ACCOUNT TOTAL							82.44	.00	82.44	
101-1008-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1846		11/21 AP	05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC		100.00			06/02/21
1846		11/21 AP	05/25/21	0005613	HEALTH INS. REIMBURSEMENT		5.16			06/02/21
ACCOUNT TOTAL							105.16	.00	105.16	
101-1008-441.72-99 OPERATING SUPPLIES / POSTAGE										
1877		11/21 AP	05/16/21	0395769	CMRS-POC		118.31			05/19/21
					POC#8031880-REPL.POSTAGE	04/01/21-05/16/21				
ACCOUNT TOTAL							118.31	.00	118.31	
101-1028-441.72-99 OPERATING SUPPLIES / POSTAGE										
1877		11/21 AP	05/16/21	0395769	CMRS-POC		51.11			05/19/21
					POC#8031880-REPL.POSTAGE	04/01/21-05/16/21				
1877		11/21 AP	05/16/21	0395769	CMRS-POC		52.22			05/19/21
					POC#8031880-REPL.POSTAGE	04/01/21-05/16/21				
ACCOUNT TOTAL							103.33	.00	103.33	
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
1919		11/21 AP	05/22/21	0395785	LUKE ANDREASEN		1,040.36			05/27/21
					RMB:CITY ENG.TRAVEL EXP.	HOTEL AND MILEAGE				
ACCOUNT TOTAL							1,040.36	.00	1,040.36	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
1846		11/21 AP	05/28/21	0005605	FARMERS STATE BANK		12.00			06/02/21
					INCOMING WIRE FEE	LINCOLN SAVINGS BANK CDS				
1846		11/21 AP	05/19/21	0005603	FARMERS STATE BANK		20.00			06/02/21
					VOYA OUTGOING WIRE	05/21/21 PAYROLL				
1846		11/21 AP	05/05/21	0005604	FARMERS STATE BANK		20.00			06/02/21
					VOYA OUTGOING WIRE	05/07/21 PAYROLL				
ACCOUNT TOTAL							52.00	.00	52.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
1846	101-1028-441.89-81	MISCELLANEOUS SERVICES / CAFETERIA PLAN								
	11/21 AP 05/06/21 0005614	ISOLVED BENEFIT SERVICES, INC				63.82				06/02/21
		CAFE.ADMIN.FEE-APR'21								
		ACCOUNT TOTAL				63.82		0.00		63.82
101-1028-441.89-82 MISCELLANEOUS SERVICES / SECTION 105										
1846	11/21 AP 05/06/21 0005614	ISOLVED BENEFIT SERVICES, INC				643.43				06/02/21
		CAFE.ADMIN.FEE-APR'21								
		ACCOUNT TOTAL				643.43		0.00		643.43
101-1048-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1846	11/21 AP 05/25/21 0005613	ISOLVED BENEFIT SERVICES, INC				63.98				06/02/21
		HEALTH INS. REIMBURSEMENT								
		ACCOUNT TOTAL				63.98		0.00		63.98
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1877	11/21 AP 05/16/21 0395769	CMRS-POC				9.89				05/19/21
		POC#8031880-REPL.POSTAGE								04/01/21-05/16/21
		ACCOUNT TOTAL				9.89		0.00		9.89
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1846	11/21 AP 05/25/21 0005613	ISOLVED BENEFIT SERVICES, INC				400.00				06/02/21
		HEALTH INS. REIMBURSEMENT								
		ACCOUNT TOTAL				400.00		0.00		400.00
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1801	12/21 AP 05/12/21 0395817	SANDEE'S LIMITED				190.00				05/28/21
		STAFF NAME TAGS								
		ACCOUNT TOTAL				190.00		0.00		190.00
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1873	12/21 AP 05/19/21 0395814	PETTY CASH				33.00				05/28/21
		POSTAGE STAMPS								
1877	11/21 AP 05/16/21 0395769	CMRS-POC				26.41				05/19/21
		POC#8031880-REPL.POSTAGE								04/01/21-05/16/21
1801	12/21 AP 04/28/21 0395810	NMT CORP				11.48				05/28/21
		POSTAGE								
1873	12/21 AP 04/26/21 0395815	QUADIENT FINANCE USA, INC.				206.99				05/28/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE						continued				
POSTAGE METER INK										
ACCOUNT TOTAL							277.88	.00	277.88	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1873		12/21 AP		05/12/21	0395805	GORDON FLESCH COMPANY INC COPIER CONTRACT 015-1483981-000	831.53		05/28/21	
ACCOUNT TOTAL							831.53	.00	831.53	
101-1060-423.85-01 UTILITIES / UTILITIES										
1801		12/21 AP		05/05/21	0395797	CEDAR FALLS UTILITIES LIBRARY UTILITIES	4,852.39		05/28/21	
ACCOUNT TOTAL							4,852.39	.00	4,852.39	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1801		12/21 AP		05/03/21	0395800	CITY LAUNDERING CO. LIBRARY MAT SERVICE	28.00		05/28/21	
1846		11/21 AP		05/03/21	0005627	PROFESSIONAL SOLUTIONS	12.73		06/02/21	
1873		12/21 AP		04/14/21	0395816	QUADIEN, INC. QUADIEN METER RENTAL 05/14/21-08/13/21	149.85		05/28/21	
ACCOUNT TOTAL							190.58	.00	190.58	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1873		12/21 AP		05/17/21	0395821	WATERLOO PUBLIC LIBRARY ADULT BOOKS	59.99		05/28/21	
1873		12/21 AP		05/17/21	0395793	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM RAPP)	57.20		05/28/21	
1873		12/21 AP		05/12/21	0395793	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM RAPP)	61.93		05/28/21	
1801		12/21 AP		05/11/21	0395793	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM RAPP)	84.43		05/28/21	
1801		12/21 AP		05/05/21	0395793	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM RAPP)	54.72		05/28/21	
1801		12/21 AP		05/03/21	0395793	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM GEARY)	21.84		05/28/21	
1801		12/21 AP		04/28/21	0395793	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM GEARY)	15.12		05/28/21	
1801		12/21 AP		04/28/21	0395793	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM RAPP)	42.53		05/28/21	
1801		12/21 AP		04/28/21	0395803	DES MOINES AREA COMMUNITY COL ADULT BOOKS	58.00		05/28/21	

GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
1801		12/21	AP	04/23/21	0395793	BAKER & TAYLOR BOOKS	84.83		05/28/21
						ADULT BOOKS (MEM RAPP)			
ACCOUNT TOTAL							540.59	.00	540.59
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
1873		12/21	AP	05/24/21	0395801	COMMUNITY MAIN STREET	100.00		05/28/21
						RAY 2 RMB GARDEN BEDS			
1873		12/21	AP	05/20/21	0395813	PARKADE PRINTER, INC.	184.50		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1873		12/21	AP	05/19/21	0395793	BAKER & TAYLOR BOOKS	15.46		05/28/21
						BERG 2 RMB SLP '21-YOUNG			
1873		12/21	AP	05/19/21	0395793	BAKER & TAYLOR BOOKS	9.50		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1873		12/21	AP	05/18/21	0395814	PETTY CASH	.65		05/28/21
						RAY 2 RMB RAISED GARDEN			
1873		12/21	AP	05/14/21	0395793	BAKER & TAYLOR BOOKS	10.68		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1873		12/21	AP	05/12/21	0395793	BAKER & TAYLOR BOOKS	44.39		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	05/11/21	0395793	BAKER & TAYLOR BOOKS	241.64		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	05/10/21	0395807	KIRK GROSS COMPANY	986.44		05/28/21
						BUILDING 2 RMB FURNITURE-			
1801		12/21	AP	05/05/21	0395793	BAKER & TAYLOR BOOKS	14.25		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	05/03/21	0395793	BAKER & TAYLOR BOOKS	86.80		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	05/03/21	0395793	BAKER & TAYLOR BOOKS	36.81		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	04/29/21	0395813	PARKADE PRINTER, INC.	237.00		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	04/28/21	0395793	BAKER & TAYLOR BOOKS	1,256.10		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	04/28/21	0395793	BAKER & TAYLOR BOOKS	31.51		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	04/28/21	0395793	BAKER & TAYLOR BOOKS	174.78		05/28/21
						BERG 2 RMB SLP '21-YOUNG			
1801		12/21	AP	04/28/21	0395793	BAKER & TAYLOR BOOKS	104.56		05/28/21
						BERG 2 RMB SLP '21-YOUTH			
1801		12/21	AP	04/23/21	0395793	BAKER & TAYLOR BOOKS	35.96		05/28/21
						BERG 2 RMB SLP '21-YOUNG			
1801		12/21	AP	04/23/21	0395793	BAKER & TAYLOR BOOKS	6.59		05/28/21
						BERG 2 RMB SLP '21-YOUNG			
1801		12/21	AP	04/23/21	0395819	SIGNS & DESIGNS, INC.	7,800.00		05/28/21
						BERG 2 RMB STORYWALK '21-			
						STORYWALK TRAIL SIGNS			
ACCOUNT TOTAL							11,377.62	.00	11,377.62

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.71-11						OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP				
1873		12/21 AP		05/14/21	0395802	DEMCO, INC	207.70			05/28/21
						FILAMENT TAPE(1/4 & 1/2") & 2" BOOK TAPE				
1801		12/21 AP		04/28/21	0395818	SHOWCASES	257.04			05/28/21
						SINGLE CD CASES				
1801		12/21 AP		04/26/21	0395822	WATSON LABEL PRODUCTS	1,421.42			05/28/21
						BARCODES				
1801		12/21 AP		04/22/21	0395796	BRODART CO.	236.10			05/28/21
						12" BOOK COVER ROLLS (X5)				
1801		12/21 AP		04/22/21	0395796	BRODART CO.	877.08			05/28/21
						9-1/2 X 6" BOOK COVERS(3)				
1801		12/21 AP		04/09/21	0395818	SHOWCASES	1,516.32			05/28/21
						2 RING, 12 CD ALBUMS & DOUBLE CD FILLER PAGES				
						ACCOUNT TOTAL	4,515.66	.00		4,515.66
101-1061-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
1801		12/21 AP		05/01/21	0395811	OCLC, INC.	729.27			05/28/21
						CATALOG AND METADATA SUBSCRIPTION				
						ACCOUNT TOTAL	729.27	.00		729.27
101-1061-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS				
1873		12/21 AP		05/19/21	0395793	BAKER & TAYLOR BOOKS	236.72			05/28/21
						ADULT BOOKS				
1873		12/21 AP		05/18/21	0395793	BAKER & TAYLOR BOOKS	351.34			05/28/21
						ADULT BOOKS				
1873		12/21 AP		05/17/21	0395793	BAKER & TAYLOR BOOKS	141.01			05/28/21
						ADULT BOOKS				
1873		12/21 AP		05/14/21	0395793	BAKER & TAYLOR BOOKS	182.24			05/28/21
						ADULT BOOKS				
1873		12/21 AP		05/12/21	0395793	BAKER & TAYLOR BOOKS	277.68			05/28/21
						ADULT BOOKS				
1873		12/21 AP		05/12/21	0395793	BAKER & TAYLOR BOOKS	24.40			05/28/21
						ADULT BOOKS				
1801		12/21 AP		05/11/21	0395793	BAKER & TAYLOR BOOKS	330.46			05/28/21
						ADULT BOOKS				
1801		12/21 AP		05/05/21	0395793	BAKER & TAYLOR BOOKS	193.85			05/28/21
						ADULT BOOKS				
1801		12/21 AP		05/03/21	0395793	BAKER & TAYLOR BOOKS	177.58			05/28/21
						ADULT BOOKS				
1801		12/21 AP		05/03/21	0395793	BAKER & TAYLOR BOOKS	317.95			05/28/21
						ADULT BOOKS				
1801		12/21 AP		04/28/21	0395793	BAKER & TAYLOR BOOKS	178.48			05/28/21
						ADULT BOOKS				
1801		12/21 AP		04/28/21	0395793	BAKER & TAYLOR BOOKS	235.61			05/28/21
						ADULT BOOKS				
1801		12/21 AP		04/23/21	0395793	BAKER & TAYLOR BOOKS	173.47			05/28/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS							continued			
1801				12/21	AP 04/23/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	240.40			05/28/21
ACCOUNT TOTAL							3,061.19	.00	3,061.19	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1873				12/21	AP 05/19/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	156.70			05/28/21
1873				12/21	AP 05/18/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	49.80			05/28/21
1873				12/21	AP 05/17/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	10.63			05/28/21
1873				12/21	AP 05/14/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	244.48			05/28/21
1873				12/21	AP 05/12/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	53.42			05/28/21
1801				12/21	AP 05/11/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	92.76			05/28/21
1801				12/21	AP 05/05/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	115.65			05/28/21
1801				12/21	AP 05/03/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	77.11			05/28/21
1801				12/21	AP 04/28/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	40.84			05/28/21
1801				12/21	AP 04/28/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	334.35			05/28/21
1801				12/21	AP 04/23/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	10.63			05/28/21
1801				12/21	AP 04/22/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	560.29			05/28/21
ACCOUNT TOTAL							1,746.66	.00	1,746.66	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1873				12/21	AP 05/19/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	44.50			05/28/21
1873				12/21	AP 05/19/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	819.30			05/28/21
1873				12/21	AP 05/18/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	69.47			05/28/21
1873				12/21	AP 05/17/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	97.26			05/28/21
1873				12/21	AP 05/14/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	206.46			05/28/21
1873				12/21	AP 05/12/21 0395793	ADULT BOOKS BAKER & TAYLOR BOOKS	26.51			05/28/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued				
1801		12/21 AP		05/11/21	0395793	BAKER & TAYLOR BOOKS	284.01			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		05/06/21	0395804	EDUCATIONAL DEVELOPMENT CORPO	14.99			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		05/05/21	0395793	BAKER & TAYLOR BOOKS	132.44			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		05/05/21	0395793	BAKER & TAYLOR BOOKS	1,112.74			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		05/03/21	0395793	BAKER & TAYLOR BOOKS	68.18			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		05/03/21	0395793	BAKER & TAYLOR BOOKS	7.18			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		04/28/21	0395793	BAKER & TAYLOR BOOKS	55.76			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		04/27/21	0395804	EDUCATIONAL DEVELOPMENT CORPO	391.75			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		04/23/21	0395793	BAKER & TAYLOR BOOKS	42.19			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		04/23/21	0395793	BAKER & TAYLOR BOOKS	28.16			05/28/21
						YOUTH BOOKS				
1801		12/21 AP		03/04/21	0395804	EDUCATIONAL DEVELOPMENT CORPO	8.99			05/28/21
						YOUTH BOOKS				
						ACCOUNT TOTAL	3,409.89	0.00		3,409.89
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
1801		12/21 AP		05/11/21	0395793	BAKER & TAYLOR BOOKS	18.00			05/28/21
						LARGE PRINT BOOKS				
1801		12/21 AP		05/11/21	0395793	BAKER & TAYLOR BOOKS	605.47			05/28/21
						3RD AGE BOOKS				
1801		12/21 AP		05/06/21	0395798	CENGAGE LEARNING INC	29.59			05/28/21
						LARGE PRINT BOOKS				
1801		12/21 AP		05/05/21	0395793	BAKER & TAYLOR BOOKS	18.00			05/28/21
						LARGE PRINT BOOKS				
1801		12/21 AP		05/05/21	0395798	CENGAGE LEARNING INC	29.59			05/28/21
						LARGE PRINT BOOKS				
1801		12/21 AP		05/04/21	0395798	CENGAGE LEARNING INC	319.12			05/28/21
						3RD AGE BOOKS				
1801		12/21 AP		05/03/21	0395793	BAKER & TAYLOR BOOKS	71.95			05/28/21
						LARGE PRINT BOOKS				
1801		12/21 AP		05/01/21	0395799	CENTER POINT LARGE PRINT	46.74			05/28/21
						LARGE PRINT BOOKS				
1801		12/21 AP		04/28/21	0395793	BAKER & TAYLOR BOOKS	18.60			05/28/21
						LARGE PRINT BOOKS				
1801		12/21 AP		04/27/21	0395793	BAKER & TAYLOR BOOKS	132.66			05/28/21
						THIRD AGE BOOKS				
						ACCOUNT TOTAL	1,289.72	0.00		1,289.72

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FUND 101 GENERAL FUND										
101-1061-423.89-24						MISCELLANEOUS SERVICES / ADULT AUDIO				
1801		12/21 AP		04/27/21	0395794	BAKER & TAYLOR ENTERTAINMENT	45.52		05/28/21	
						ADULT CD MUSIC				
1801		12/21 AP		04/23/21	0395794	BAKER & TAYLOR ENTERTAINMENT	59.47		05/28/21	
						ADULT CD MUSIC				
						ACCOUNT TOTAL	104.99	0.00	104.99	
101-1061-423.89-25						MISCELLANEOUS SERVICES / ADULT VIDEO				
1873		12/21 AP		05/19/21	0395794	BAKER & TAYLOR ENTERTAINMENT	8.69		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/18/21	0395794	BAKER & TAYLOR ENTERTAINMENT	98.72		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/18/21	0395794	BAKER & TAYLOR ENTERTAINMENT	73.16		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/14/21	0395794	BAKER & TAYLOR ENTERTAINMENT	18.11		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/14/21	0395794	BAKER & TAYLOR ENTERTAINMENT	13.20		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/14/21	0395794	BAKER & TAYLOR ENTERTAINMENT	42.87		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/14/21	0395794	BAKER & TAYLOR ENTERTAINMENT	28.21		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/12/21	0395794	BAKER & TAYLOR ENTERTAINMENT	86.22		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/11/21	0395794	BAKER & TAYLOR ENTERTAINMENT	105.07		05/28/21	
						ADULT VIDEOS				
1873		12/21 AP		05/10/21	0395794	BAKER & TAYLOR ENTERTAINMENT	28.96		05/28/21	
						ADULT VIDEOS				
1801		12/21 AP		05/07/21	0395794	BAKER & TAYLOR ENTERTAINMENT	32.61		05/28/21	
						ADULT VIDEOS				
1801		12/21 AP		05/04/21	0395794	BAKER & TAYLOR ENTERTAINMENT	21.74		05/28/21	
						ADULT VIDEOS				
1801		12/21 AP		05/03/21	0395794	BAKER & TAYLOR ENTERTAINMENT	36.23		05/28/21	
						ADULT VIDEOS				
1801		12/21 AP		04/29/21	0395794	BAKER & TAYLOR ENTERTAINMENT	42.02		05/28/21	
						ADULT VIDEOS				
1801		12/21 AP		04/28/21	0395794	BAKER & TAYLOR ENTERTAINMENT	20.29		05/28/21	
						ADULT VIDEOS				
1801		12/21 AP		04/27/21	0395794	BAKER & TAYLOR ENTERTAINMENT	100.00		05/28/21	
						ADULT VIDEOS				
1801		12/21 AP		04/27/21	0395794	BAKER & TAYLOR ENTERTAINMENT	101.43		05/28/21	
						ADULT VIDEOS				
						ACCOUNT TOTAL	857.53	0.00	857.53	
101-1061-423.89-26						MISCELLANEOUS SERVICES / NON-PRINT RESOURCES				
1873		12/21 AP		05/19/21	0395806	INGRAM ENTERTAINMENT INC.	56.99		05/28/21	

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FUND 101 GENERAL FUND										
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES						continued				
1873				12/21	AP 05/19/21 0395806	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	56.99			05/28/21
1873				12/21	AP 05/17/21 0395820	ADULT VIDEO GAMES VITAL IMAGERY LTD.	50.00			05/28/21
1873				12/21	AP 05/14/21 0395806	ADULT VIDEO GAMES ICLIPART.COM LICENSE 6/15/21-6/14/22 INGRAM ENTERTAINMENT INC.	46.99			05/28/21
1873				12/21	AP 05/12/21 0395806	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	120.48			05/28/21
1873				12/21	AP 05/12/21 0395806	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	120.47			05/28/21
1801				12/21	AP 05/05/21 0395806	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	126.98			05/28/21
1801				12/21	AP 05/04/21 0395806	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	36.99			05/28/21
1801				12/21	AP 04/28/21 0395806	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	96.97			05/28/21
1801				12/21	AP 04/28/21 0395806	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	66.99			05/28/21
1801				12/21	AP 04/28/21 0395806	ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC.	106.98			05/28/21
						ACCOUNT TOTAL	886.83	.00	886.83	
101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS										
1873				12/21	AP 05/09/21 0395809	NEW YORK TIMES NEW YORK TIMES SUB. 5/9/21-5/7/22	572.00			05/28/21
						ACCOUNT TOTAL	572.00	.00	572.00	
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO										
1873				12/21	AP 05/10/21 0395808	YOUTH VIDEOS MIDWEST TAPE, LLC	43.48			05/28/21
1801				12/21	AP 05/07/21 0395808	YOUTH VIDEOS MIDWEST TAPE, LLC	89.96			05/28/21
1801				12/21	AP 04/30/21 0395808	YOUTH VIDEOS MIDWEST TAPE, LLC	29.99			05/28/21
1801				12/21	AP 04/28/21 0395794	YOUTH VIDEOS BAKER & TAYLOR ENTERTAINMENT	7.24			05/28/21
						ACCOUNT TOTAL	170.67	.00	170.67	
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO										
1873				12/21	AP 05/18/21 0395794	YOUNG ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	412.33			05/28/21
						ACCOUNT TOTAL	412.33	.00	412.33	

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FUND 101 GENERAL FUND											
101-1061-423.89-42				MISCELLANEOUS SERVICES / ADULT E-MATERIALS							
1873		12/21 AP		OVERDRIVE, INC.	05/20/21	0395812		157.96			05/28/21
				ADULT E-BOOKS							
1873		12/21 AP		OVERDRIVE, INC.	05/14/21	0395812		258.55			05/28/21
				ADULT E-BOOKS							
1801		12/21 AP		OVERDRIVE, INC.	04/30/21	0395812		62.50			05/28/21
				ADULT E-BOOKS							
1801		12/21 AP		OVERDRIVE, INC.	04/30/21	0395812		448.92			05/28/21
				ADULT E-BOOKS							
1801		12/21 AP		OVERDRIVE, INC.	04/27/21	0395812		154.95			05/28/21
				ADULT E-BOOKS							
1801		12/21 AP		OVERDRIVE, INC.	02/15/21	0395812		250.93			05/28/21
				ADULT E-BOOKS							
1873		12/21 AP		OVERDRIVE, INC.	09/01/20	0395812		27.50			05/28/21
				ADULT E-BOOKS							
				ACCOUNT TOTAL				1,361.31	.00		1,361.31
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS											
1801		12/21 AP		OVERDRIVE, INC.	04/30/21	0395812		64.99			05/28/21
				YOUNG ADULT E-BOOKS							
				ACCOUNT TOTAL				64.99	.00		64.99
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE											
1877		11/21 AP		CMRS-POC	05/16/21	0395769		2.55			05/19/21
				POC#8031880-REPL.POSTAGE	04/01/21-05/16/21						
1877		11/21 AP		CMRS-POC	05/16/21	0395769		297.33			05/19/21
				POC#8031880-REPL.POSTAGE	04/01/21-05/16/21						
				ACCOUNT TOTAL				299.88	.00		299.88
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1877		11/21 AP		CMRS-POC	05/16/21	0395769		.51			05/19/21
				POC#8031880-REPL.POSTAGE	04/01/21-05/16/21						
				ACCOUNT TOTAL				.51	.00		.51
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES											
1897		11/21 AP		BLACK HAWK CO.RECORDER	05/21/21	0395775		27.00			05/25/21
				RCD:ACCESS EASE.AGREEMENT							
1897		11/21 AP		BLACK HAWK CO.RECORDER	05/21/21	0395775		17.00			05/25/21
				RCD:SUBORDINATION AGRMT.							
				ACCOUNT TOTAL				44.00	.00		44.00

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FUND 101 GENERAL FUND										
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				
1897		11/21	AP	05/19/21	0395778	PETTY CASH	50.00			05/25/21
1846		11/21	AP	05/03/21	0005619	CASH-BUS. & IND. LUNCHEON PROFESSIONAL SOLUTIONS	62.82			06/02/21
						APRIL CREDIT CARD FEES				
						ACCOUNT TOTAL	112.82	.00		112.82
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE										
1877		11/21	AP	05/16/21	0395769	CMRS-POC	5.81			05/19/21
						POC#8031880-REPL,POSTAGE				04/01/21-05/16/21
						ACCOUNT TOTAL	5.81	.00		5.81
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
1877		11/21	AP	05/16/21	0395769	CMRS-POC	144.40			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
						ACCOUNT TOTAL	144.40	.00		144.40
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE										
1877		11/21	AP	05/16/21	0395769	CMRS-POC	129.90			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
						ACCOUNT TOTAL	129.90	.00		129.90
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1846		11/21	AP	05/03/21	0005622	PROFESSIONAL SOLUTIONS	1,116.20			06/02/21
						APRIL CREDIT CARD FEES				
1846		11/21	AP	05/03/21	0005623	PROFESSIONAL SOLUTIONS	1,564.07			06/02/21
						APRIL CREDIT CARD FEES				
						ACCOUNT TOTAL	2,680.27	.00		2,680.27
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE										
1877		11/21	AP	05/16/21	0395769	CMRS-POC	558.04			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
						ACCOUNT TOTAL	558.04	.00		558.04
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1877		11/21	AP	05/16/21	0395769	CMRS-POC	216.72			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
						ACCOUNT TOTAL	216.72	.00		216.72

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FUND 101 GENERAL FUND									
101-2253-423.85-01						UTILITIES / UTILITIES			
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	5,365.27		05/19/21
						UTILITIES THRU 04/21/21			
						ACCOUNT TOTAL	5,365.27	.00	5,365.27
101-2253-423.85-05						UTILITIES / THE FALLS POOL UTILITIES			
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	1,569.20		05/19/21
						UTILITIES THRU 04/21/21			
						ACCOUNT TOTAL	1,569.20	.00	1,569.20
101-2253-423.89-04						MISCELLANEOUS SERVICES / SALES TAX			
1846		11/21 AP		05/26/21	0005610	IOWA DEPT.OF REVENUE	5,250.00		06/02/21
						SEMI MONTHLY SALES TAX RECREATION			
1846		11/21 AP		05/07/21	0005607	IOWA DEPT.OF REVENUE	1,034.53		06/02/21
						SEMI MONTHLY SALES TAX RECREATION			
						ACCOUNT TOTAL	6,284.53	.00	6,284.53
101-2253-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
1846		11/21 AP		05/05/21	0005596	COMMUNITY BANKERS MERCHANT SV	787.84		06/02/21
						APRIL CREDIT CARD FEES			
1846		11/21 AP		05/05/21	0005632	VANTIV INTEGRATED PAYMENT SOL	80.00		06/02/21
						GATEWAY FEES 04/01-04/30/21			
1846		11/21 AP		05/03/21	0005625	PROFESSIONAL SOLUTIONS	10.11		06/02/21
						APRIL CREDIT CARD FEES			
1846		11/21 AP		05/03/21	0005626	PROFESSIONAL SOLUTIONS	6.95		06/02/21
						APRIL CREDIT CARD FEES			
1846		11/21 AP		05/03/21	0005628	PROFESSIONAL SOLUTIONS	589.51		06/02/21
						APRIL CREDIT CARD FEES			
						ACCOUNT TOTAL	1,474.41	.00	1,474.41
101-2280-423.72-99						OPERATING SUPPLIES / POSTAGE			
1877		11/21 AP		05/16/21	0395769	CMRS-POC	61.94		05/19/21
						POC#8031880-REPL.POSTAGE 04/01/21-05/16/21			
						ACCOUNT TOTAL	61.94	.00	61.94
101-2280-423.85-01						UTILITIES / UTILITIES			
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	1,123.39		05/19/21
						UTILITIES THRU 04/21/21			
						ACCOUNT TOTAL	1,123.39	.00	1,123.39

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FUND 101 GENERAL FUND										
101-2280-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
1846		11/21 AP		05/05/21	0005596	COMMUNITY BANKERS MERCHANT SV	292.57			06/02/21
						APRIL CREDIT CARD FEES				
1846		11/21 AP		05/03/21	0005621	PROFESSIONAL SOLUTIONS	127.98			06/02/21
						APRIL CREDIT CARD FEES				
						ACCOUNT TOTAL	420.55	.00		420.55
101-4511-414.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1846		11/21 AP		05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC	62.25			06/02/21
						HEALTH INS. REIMBURSEMENT				
1846		11/21 AP		05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC	100.10			06/02/21
						HEALTH INS. REIMBURSEMENT				
1846		11/21 AP		05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC	14.72			06/02/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	177.07	.00		177.07
101-4511-414.72-99						OPERATING SUPPLIES / POSTAGE				
1877		11/21 AP		05/16/21	0395769	CMRS-POC	317.00			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
						ACCOUNT TOTAL	317.00	.00		317.00
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES				
1919		11/21 AP		05/07/21	0395787	ROSS, MAXTON	13.50			05/27/21
						RMB:CHAUFFER'S PERMIT				
						ACCOUNT TOTAL	13.50	.00		13.50
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1877		11/21 AP		04/30/21	0395771	SHAFER, SAM	84.78			05/19/21
						RMB:MEALS-ROPE RESCUE TRG				IOWA CITY
						ACCOUNT TOTAL	84.78	.00		84.78
101-4511-414.85-01						UTILITIES / UTILITIES				
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	7,599.21			05/19/21
						UTILITIES THRU 04/21/21				
						ACCOUNT TOTAL	7,599.21	.00		7,599.21
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1846		11/21 AP		05/03/21	0005629	PROFESSIONAL SOLUTIONS	22.12			06/02/21

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FUND 101 GENERAL FUND										
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1877						APRIL CREDIT CARD FEES				
	11/21	AP		04/21/21	0395767	CEDAR FALLS UTILITIES	176.97			05/19/21
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							199.09	.00	199.09	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE										
1877						CMRS-POC	77.56			05/19/21
	11/21	AP		05/16/21	0395769	POC#8031880-REPL.POSTAGE				
						04/01/21-05/16/21				
ACCOUNT TOTAL							77.56	.00	77.56	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1919						BECKNER, MARTIN	191.31			05/27/21
	11/21	AP		05/17/21	0395780	RAYMOND				
						RMB:MEALS-FIREARMS TRNG.				
1919						BECKNER, MARTIN	91.00			05/27/21
	11/21	AP		05/15/21	0395780					
						RMB:MEALS-PSO TESTING				
1919						HERNANDEZ, KEVIN	88.90			05/27/21
	11/21	AP		05/06/21	0395783	NEWTON				
						RMB:MEALS-ASP INST.CERT.				
1919						BROWN, DEREK	14.39			05/27/21
	11/21	AP		05/05/21	0395781	WATERLOO				
						RMB:MEAL-ILEA;HAWKEYE				
1919						REIMERS, LIESEL	9.07			05/27/21
	11/21	AP		05/03/21	0395786	WATERLOO				
						RMB:MEAL-INTERV.& INTERR.				
1919						LECHTENBERG, AUSTIN	215.33			05/27/21
	11/21	AP		04/30/21	0395784	JOHNSTON				
						RMB:TRVL.-BIKE PATROL SCH				
ACCOUNT TOTAL							610.00	.00	610.00	
101-5521-415.85-01 UTILITIES / UTILITIES										
1877						CEDAR FALLS UTILITIES	5,881.27			05/19/21
	11/21	AP		04/21/21	0395767					
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							5,881.27	.00	5,881.27	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
1877						CEDAR FALLS UTILITIES	117.19			05/19/21
	11/21	AP		04/21/21	0395767					
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							117.19	.00	117.19	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1877						CMRS-POC	.51			05/19/21
	11/21	AP		05/16/21	0395769	POC#8031880-REPL.POSTAGE				
						04/01/21-05/16/21				
ACCOUNT TOTAL							.51	.00	.51	

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FUND 101 GENERAL FUND										
101-6613-433.85-01						UTILITIES / UTILITIES				
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	278.27			05/19/21
						UTILITIES THRU 04/21/21				
						ACCOUNT TOTAL	278.27	.00	278.27	
101-6616-446.85-01						UTILITIES / UTILITIES				
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	8,774.27			05/19/21
						UTILITIES THRU 04/21/21				
						ACCOUNT TOTAL	8,774.27	.00	8,774.27	
101-6623-423.85-01						UTILITIES / UTILITIES				
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	1,459.47			05/19/21
						UTILITIES THRU 04/21/21				
						ACCOUNT TOTAL	1,459.47	.00	1,459.47	
101-6625-432.72-99						OPERATING SUPPLIES / POSTAGE				
1877		11/21 AP		05/16/21	0395769	CMRS-POC	1,277.26			05/19/21
						POC#8031880-REPL.POSTAGE 04/01/21-05/16/21				
						ACCOUNT TOTAL	1,277.26	.00	1,277.26	
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1877		11/21 AP		05/16/21	0395769	CMRS-POC	11.73			05/19/21
						POC#8031880-REPL.POSTAGE 04/01/21-05/16/21				
						ACCOUNT TOTAL	11.73	.00	11.73	
101-6633-423.85-01						UTILITIES / UTILITIES				
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	1,781.54			05/19/21
						UTILITIES THRU 04/21/21				
						ACCOUNT TOTAL	1,781.54	.00	1,781.54	
						FUND TOTAL	89,277.71	.00	89,277.71	

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
				DATE	NUMBER			POST DT
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.72-99					OPERATING SUPPLIES / POSTAGE			
1877		11/21 AP		05/16/21	0395769 CMRS-POC	12.75		05/19/21
					POC#8031880-REPL.POSTAGE			
					04/01/21-05/16/21			
					ACCOUNT TOTAL	12.75	0.00	12.75
206-6637-436.85-01 UTILITIES / UTILITIES								
1877		11/21 AP		04/21/21	0395767 CEDAR FALLS UTILITIES	4,236.57		05/19/21
					UTILITIES THRU 04/21/21			
					ACCOUNT TOTAL	4,236.57	0.00	4,236.57
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS								
1897		11/21 AP		05/21/21	0395775 BLACK HAWK CO.RECORDER	22.00		05/25/21
					3240-WEST 27TH ST. RECON. TEMP.CONST.EASE-RASMUSSON			
					PROJECT#: 023240			
1897		11/21 AP		05/21/21	0395775 BLACK HAWK CO.RECORDER	27.00		05/25/21
					3240-WEST 27TH ST. RECON. PERM.EASE.-RASMUSSON CO.			
					PROJECT#: 023240			
1897		11/21 AP		05/21/21	0395775 BLACK HAWK CO.RECORDER	27.00		05/25/21
					3240-WEST 27TH ST. RECON. TEMP.CONST.EASE-RASM.FAM.			
					PROJECT#: 023240			
1897		11/21 AP		05/21/21	0395775 BLACK HAWK CO.RECORDER	32.00		05/25/21
					3240-WEST 27TH ST. RECON. PERM.EASE.-RASMUSSON FAM.			
					PROJECT#: 023240			
1897		11/21 AP		05/21/21	0395775 BLACK HAWK CO.RECORDER	22.00		05/25/21
					3240-WEST 27TH ST. RECON. PERM.EASE.-CF SCHOOL DIST			
					PROJECT#: 023240			
1897		11/21 AP		05/18/21	0395779 THE RASMUSSON CO.	30,295.00		05/25/21
					3240-WEST 27TH ST. RECON. PARCEL#1-PURCHASE AGRMT.			
					PROJECT#: 023240			
1897		11/21 AP		05/18/21	0395776 DONALD & KATHLEEN RASMUSSON	5,055.00		05/25/21
					3240-WEST 27TH ST. RECON. PARCEL#2A-PURCHASE AGRMT.			
					PROJECT#: 023240			
1897		11/21 AP		05/18/21	0395777 JACK P. RASMUSSON FAMILY TRUS	5,055.00		05/25/21
					3240-WEST 27TH ST. RECON. PARCEL#2B-PURCHASE AGRMT.			
					PROJECT#: 023240			
					ACCOUNT TOTAL	40,535.00	0.00	40,535.00
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1877		11/21 AP		05/16/21	0395769 CMRS-POC	5.68		05/19/21
					POC#8031880-REPL.POSTAGE			
					04/01/21-05/16/21			
					ACCOUNT TOTAL	5.68	0.00	5.68

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-1877		436.85-01		11/21	04/21/21 0395767	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	2,500.70		05/19/21
						UTILITIES THRU 04/21/21			
						ACCOUNT TOTAL	2,500.70	0.00	2,500.70
						FUND TOTAL	47,290.70	0.00	47,290.70
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-1877		432.72-99		11/21	05/16/21 0037598	OPERATING SUPPLIES / POSTAGE CMRS-POC	223.74		05/19/21
						POC#8031880-REPL.POSTAGE 04/01/21-05/16/21			
						ACCOUNT TOTAL	223.74	0.00	223.74
217-2214-1927		89-61		12/21	06/01/21 0037602	MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED BAUCH, JAMES C	617.00		05/28/21
						HAP Prior D 062021			
1927				12/21	06/01/21 0037653	RINNELS, DOUGLAS G.	253.00		05/28/21
						HAP Wierck L 062021			
1927				12/21	06/01/21 0037607	CHESTNUT, SHAWN	439.00		05/28/21
						HAP Chestnut N 062021			
1927				12/21	06/01/21 0037664	WEVERINK, TOM	1,150.00		05/28/21
						HAP Archer A 062021			
1927				12/21	06/01/21 0037664	WEVERINK, TOM	503.00		05/28/21
						HAP Stewart J 062021			
1927				12/21	06/01/21 0037620	EXCEPTIONAL PERSONS, INC.	391.00		05/28/21
						HAP Nissen A 062021			
1927				12/21	06/01/21 0037620	EXCEPTIONAL PERSONS, INC.	364.00		05/28/21
						HAP Poldberg J 062021			
1927				12/21	06/01/21 0037620	EXCEPTIONAL PERSONS, INC.	427.00		05/28/21
						HAP Myers J 062021			
1927				12/21	06/01/21 0037620	EXCEPTIONAL PERSONS, INC.	196.00		05/28/21
						HAP Anderson B 062021			
1927				12/21	06/01/21 0037620	EXCEPTIONAL PERSONS, INC.	433.00		05/28/21
						HAP Blake M 062021			
1927				12/21	06/01/21 0037620	EXCEPTIONAL PERSONS, INC.	196.00		05/28/21
						HAP Houdek C 062021			
1927				12/21	06/01/21 0037627	GOLD FALLS VILLA	419.00		05/28/21
						HAP Jenkins D 062021			
1927				12/21	06/01/21 0037627	GOLD FALLS VILLA	474.00		05/28/21
						HAP Shuman J 062021			
1927				12/21	06/01/21 0037622	FORTSCH, ALEX E.	989.00		05/28/21
						HAP Guzzle T 062021			
1927				12/21	06/01/21 0037663	WEVERINK, RANDY	725.00		05/28/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
						HAP_Archer D 062021				
1927				12/21	AP 06/01/21 0037624	GEELAN, JOSEPH N.	372.00			05/28/21
						HAP_Juhl A 062021				
1927				12/21	AP 06/01/21 0037624	GEELAN, JOSEPH N.	223.00			05/28/21
						HAP_Becker T 062021				
1927				12/21	AP 06/01/21 0037646	MERSHON, MARK E.	420.00			05/28/21
						HAP_Holden K 062021				
1927				12/21	AP 06/01/21 0037609	CLARK ENTERPRISES LLC	480.00			05/28/21
						HAP_Hord B 062021				
1927				12/21	AP 06/01/21 0037609	CLARK ENTERPRISES LLC	181.00			05/28/21
						HAP_Bachman K 062021				
1927				12/21	AP 06/01/21 0037609	CLARK ENTERPRISES LLC	465.00			05/28/21
						HAP_Galvez Munguia 062021				
1927				12/21	AP 06/01/21 0037609	CLARK ENTERPRISES LLC	134.00			05/28/21
						HAP_Taylor T 062021				
1927				12/21	AP 06/01/21 0037600	BARTELT PROPERTIES L.C.	689.00			05/28/21
						HAP_Woodward C 062021				
1927				12/21	AP 06/01/21 0037600	BARTELT PROPERTIES L.C.	1,100.00			05/28/21
						HAP_Avino G 062021				
1927				12/21	AP 06/01/21 0037617	EDGE MANAGEMENT GROUP, LLC	850.00			05/28/21
						HAP_Young C 062021				
1927				12/21	AP 06/01/21 0037617	EDGE MANAGEMENT GROUP, LLC	894.00			05/28/21
						HAP_Gibson T 062021				
1927				12/21	AP 06/01/21 0037612	COOK CO.HOUSING AUTHORITY	184.00			05/28/21
						HAP_Goldstein K 062021				
1927				12/21	AP 06/01/21 0037651	PURDY PROPERTIES, LLC	946.00			05/28/21
						HAP_Cummings A 062021				
1927				12/21	AP 06/01/21 0037651	PURDY PROPERTIES, LLC	667.00			05/28/21
						HAP_Leiss L 062021				
1927				12/21	AP 06/01/21 0037651	PURDY PROPERTIES, LLC	710.00			05/28/21
						HAP_Schmidt D 062021				
1927				12/21	AP 06/01/21 0037615	D & J PROPERTIES	503.00			05/28/21
						HAP_Grant F 062021				
1927				12/21	AP 06/01/21 0037615	D & J PROPERTIES	142.00			05/28/21
						HAP_Rogers S 062021				
1927				12/21	AP 06/01/21 0037615	D & J PROPERTIES	303.00			05/28/21
						HAP_Bell M 062021				
1927				12/21	AP 06/01/21 0037615	D & J PROPERTIES	668.00			05/28/21
						HAP_Redd S 062021				
1927				12/21	AP 06/01/21 0037615	D & J PROPERTIES	312.00			05/28/21
						HAP_Keys A 062021				
1927				12/21	AP 06/01/21 0037615	D & J PROPERTIES	1,000.00			05/28/21
						HAP_Terry M 062021				
1927				12/21	AP 06/01/21 0037614	CV PROPERTIES, LLC	509.00			05/28/21
						HAP_Langel A 062021				
1927				12/21	AP 06/01/21 0037614	CV PROPERTIES, LLC	387.00			05/28/21
						HAP_Barr G 062021				
1927				12/21	AP 06/01/21 0037657	STANDARD FAMILY ASSIST.LIVING	221.00			05/28/21
						HAP_Refshauge T 062021				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1927		12/21 AP	06/01/21	0037605		CEDAR APARTMENTS LLC	155.00			05/28/21
		HAP_Groskurth D 062021								
1927		12/21 AP	06/01/21	0037605		CEDAR APARTMENTS LLC	409.00			05/28/21
		HAP_Becerra C 062021								
1927		12/21 AP	06/01/21	0037630		HAUS TO HOME INVESTMENTS	514.00			05/28/21
		HAP_Lehr B 062021								
1927		12/21 AP	06/01/21	0037640		KYLER, DEBRA K.	451.00			05/28/21
		HAP_Mussman C 062021								
1927		12/21 AP	06/01/21	0037655		SCHUERMAN PROPERTIES, LLC	895.00			05/28/21
		HAP_Boehmer R 062021								
1927		12/21 AP	06/01/21	0037655		SCHUERMAN PROPERTIES, LLC	583.00			05/28/21
		HAP_Blake R 062021								
1927		12/21 AP	06/01/21	0037655		SCHUERMAN PROPERTIES, LLC	1,000.00			05/28/21
		HAP_Jurries P 062021								
1927		12/21 AP	06/01/21	0037658		SWEETING, LARRY	686.00			05/28/21
		HAP_Schumacher D 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	479.00			05/28/21
		HAP_Howe J 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	206.00			05/28/21
		HAP_Schlueter J 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	379.00			05/28/21
		HAP_Hayden J 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	142.00			05/28/21
		HAP_Youngberg L 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	410.00			05/28/21
		HAP_Greene L 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	70.00			05/28/21
		HAP_Brown J 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	298.00			05/28/21
		HAP_Shelton S 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	211.00			05/28/21
		HAP_Vognsen P 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	390.00			05/28/21
		HAP_Toms L 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	402.00			05/28/21
		HAP_Good S 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	155.00			05/28/21
		HAP_Garvis C 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	263.00			05/28/21
		HAP_Ford M 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	491.00			05/28/21
		HAP_Henning S 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	444.00			05/28/21
		HAP_Turner S 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	236.00			05/28/21
		HAP_Martin H 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	435.00			05/28/21
		HAP_Strickland L 062021								
1927		12/21 AP	06/01/21	0037660		THUNDER RIDGE SR.APARTMENTS L	212.00			05/28/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
HAP_Matthias L 062021										
1927		12/21	AP	06/01/21	0037660	THUNDER RIDGE SR.APARTMENTS L	405.00			05/28/21
HAP_Lebahn B 062021										
1927		12/21	AP	06/01/21	0037660	THUNDER RIDGE SR.APARTMENTS L	479.00			05/28/21
HAP_Hoth P 062021										
1927		12/21	AP	06/01/21	0037660	THUNDER RIDGE SR.APARTMENTS L	448.00			05/28/21
HAP_Stegen R 062021										
1927		12/21	AP	06/01/21	0037660	THUNDER RIDGE SR.APARTMENTS L	227.00			05/28/21
HAP_Stock M 062021										
1927		12/21	AP	06/01/21	0037660	THUNDER RIDGE SR.APARTMENTS L	236.00			05/28/21
HAP_Wray M 062021										
1927		12/21	AP	06/01/21	0037626	GLENN, MATTHEW	300.00			05/28/21
HAP_Clayton R 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	261.00			05/28/21
HAP_Ford D 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	398.00			05/28/21
HAP_Smith W 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	400.00			05/28/21
HAP_Aswegan S 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	610.00			05/28/21
HAP_Ducharme T 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	497.00			05/28/21
HAP_Prior L 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	366.00			05/28/21
HAP_Cameron J 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	610.00			05/28/21
HAP_Clark T 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	428.00			05/28/21
HAP_Brandt D 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	327.00			05/28/21
HAP_Greene D 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	428.00			05/28/21
HAP_Moore D 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	155.00			05/28/21
HAP_Dixon S 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	678.00			05/28/21
HAP_Harper S 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	216.00			05/28/21
HAP_Bradley J 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	276.00			05/28/21
HAP_Porter J 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	237.00			05/28/21
HAP_Havlik C 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	680.00			05/28/21
HAP_Henderson D 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	258.00			05/28/21
HAP_Aswegan J 062021										
1927		12/21	AP	06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	422.00			05/28/21
HAP_Temple S 062021										

continued

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED							continued		
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	428.00		05/28/21
					HAP_Gordon Jr. T 062021				
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	500.00		05/28/21
					HAP_Smith T 062021				
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	237.00		05/28/21
					HAP_Vaughn S 062021				
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	469.00		05/28/21
					HAP_Nelson B 062021				
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	435.00		05/28/21
					HAP_Redd A 062021				
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	116.00		05/28/21
					HAP_Duesenberg J 062021				
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	599.00		05/28/21
					HAP_Fry S 062021				
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	529.00		05/28/21
					HAP_Ambrose A 062021				
1927		12/21 AP		06/01/21	0037661	VILLAGE I AT NINE23 APARTMENT	501.00		05/28/21
					HAP_Swartley J 062021				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	55.00		05/28/21
					Archer 9095290344				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	48.00		05/28/21
					Santiago-Lebron 873557879				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	154.00		05/28/21
					Bracelly 9823574708				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	46.00		05/28/21
					Boehmer 0827605626				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	28.00		05/28/21
					Avino 591464234				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	47.00		05/28/21
					Young 1995063175				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	49.00		05/28/21
					Rule 9816666531				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	22.00		05/28/21
					Henderson 9651433829				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	171.00		05/28/21
					Archer 7038175862				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	91.00		05/28/21
					Jurries 7681775462				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	110.00		05/28/21
					Atkins 1050264405				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	66.00		05/28/21
					Thrower 3864735810				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	28.00		05/28/21
					Mullins 9837918987				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	273.00		05/28/21
					Carlyle 7760305177				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	95.00		05/28/21
					Larronda 9383930065				
1927		12/21 AP		06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	38.00		05/28/21

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
						Gilmore 7082884787			
1927		12/21	AP	06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	217.00		05/28/21
						Wortham 2672688415			
1927		12/21	AP	06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	88.00		05/28/21
						Terry 3637922939			
1927		12/21	AP	06/01/21	0037606	CEDAR FALLS UTILITIES-SEC.8	124.00		05/28/21
						Ross 3100498948			
1927		12/21	AP	06/01/21	0037643	MALBEC PROPERTIES, LLC	453.00		05/28/21
						HAP_Bakel P 062021			
1927		12/21	AP	06/01/21	0037643	MALBEC PROPERTIES, LLC	414.00		05/28/21
						HAP_Graves D 062021			
1927		12/21	AP	06/01/21	0037643	MALBEC PROPERTIES, LLC	379.00		05/28/21
						HAP_Himes G 062021			
1927		12/21	AP	06/01/21	0037643	MALBEC PROPERTIES, LLC	426.00		05/28/21
						HAP_Weaver J 062021			
1927		12/21	AP	06/01/21	0037643	MALBEC PROPERTIES, LLC	416.00		05/28/21
						HAP_Halterman A 062021			
1927		12/21	AP	06/01/21	0037643	MALBEC PROPERTIES, LLC	441.00		05/28/21
						HAP_Hepker D 062021			
1927		12/21	AP	06/01/21	0037643	MALBEC PROPERTIES, LLC	224.00		05/28/21
						HAP_Stevens B 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	503.00		05/28/21
						HAP_Williams L 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	985.00		05/28/21
						HAP_BRINER K 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	481.00		05/28/21
						HAP_Hunt M 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	646.00		05/28/21
						HAP_Dyer A 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	324.00		05/28/21
						HAP_Schwaab A 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	691.00		05/28/21
						HAP_Hoffert J 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	439.00		05/28/21
						HAP_Sumerall T 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	470.00		05/28/21
						HAP_Gregory L 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	596.00		05/28/21
						HAP_Ricks F 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	837.00		05/28/21
						HAP_Carlyle T 062021			
1927		12/21	AP	06/01/21	0037608	CHRISTOPHERSON RENTALS	410.00		05/28/21
						HAP_Hall T 062021			
1927		12/21	AP	06/01/21	0037645	MELICK, KENT L.	579.00		05/28/21
						HAP_Drewelow D 062021			
1927		12/21	AP	06/01/21	0037650	PETERSEN, RANDEL	748.00		05/28/21
						HAP_Brown S 062021			
1927		12/21	AP	06/01/21	0037647	MHP 2216 LINCOLN STREET, LLC	576.00		05/28/21
						HAP_Johnson T 062021			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1927		12/21 AP		06/01/21	0037647	MHP 2216 LINCOLN STREET, LLC	438.00			05/28/21
		HAP Wilder S 062021								
1927		12/21 AP		06/01/21	0037647	MHP 2216 LINCOLN STREET, LLC	550.00			05/28/21
		HAP Rule S 062021								
1927		12/21 AP		06/01/21	0037647	MHP 2216 LINCOLN STREET, LLC	434.00			05/28/21
		HAP Cochran S 062021								
1927		12/21 AP		06/01/21	0037647	MHP 2216 LINCOLN STREET, LLC	445.00			05/28/21
		HAP Malone S 062021								
1927		12/21 AP		06/01/21	0037647	MHP 2216 LINCOLN STREET, LLC	323.00			05/28/21
		HAP Jones T 062021								
1927		12/21 AP		06/01/21	0037619	EPM IOWA	1,373.00			05/28/21
		HAP Santiago-Lebro 062021								
1927		12/21 AP		06/01/21	0037619	EPM IOWA	738.00			05/28/21
		HAP Harkrider D 062021								
1927		12/21 AP		06/01/21	0037619	EPM IOWA	548.00			05/28/21
		HAP Thompson T 062021								
1927		12/21 AP		06/01/21	0037619	EPM IOWA	723.00			05/28/21
		HAP Frisch K 062021								
1927		12/21 AP		06/01/21	0037619	EPM IOWA	887.00			05/28/21
		HAP Nicholson K 062021								
1927		12/21 AP		06/01/21	0037616	DC MANAGEMENT, LLC	585.00			05/28/21
		HAP White M 062021								
1927		12/21 AP		06/01/21	0037639	KROEMER, KRAIG	366.00			05/28/21
		HAP Currie L 062021								
1927		12/21 AP		06/01/21	0037642	LEGACY RESIDENTIAL	394.00			05/28/21
		HAP Jordan L 062021								
1927		12/21 AP		06/01/21	0037599	ARENDS INVESTMENTS	1,100.00			05/28/21
		HAP Wortham W 062021								
1927		12/21 AP		06/01/21	0037648	OWL INVESTMENTS, LLC	503.00			05/28/21
		HAP Schroeder S 062021								
1927		12/21 AP		06/01/21	0037613	CRESCENT CONDOMINIUMS, LLC	430.00			05/28/21
		HAP Lohr K 062021								
1927		12/21 AP		06/01/21	0037629	HARRINGTON'S RENTAL LLC	975.00			05/28/21
		HAP Larronda E 062021								
1927		12/21 AP		06/01/21	0037621	FERNHOLZ, KARI L.	1,041.00			05/28/21
		HAP Carlton D 062021								
1927		12/21 AP		06/01/21	0037654	ROGERS, DERICK	887.00			05/28/21
		HAP Sherwood J 062021								
1927		12/21 AP		06/01/21	0037635	KAI, BRENT	275.00			05/28/21
		HAP Hamilton T 062021								
1927		12/21 AP		06/01/21	0037656	STAND FIRM PROPERTIES LLC	399.00			05/28/21
		HAP Hodge G 062021								
1927		12/21 AP		06/01/21	0037656	STAND FIRM PROPERTIES LLC	485.00			05/28/21
		HAP Washington V 062021								
1927		12/21 AP		06/01/21	0037666	WYMORE, LARRY R.	522.00			05/28/21
		HAP MOFFETT J 062021								
1927		12/21 AP		06/01/21	0037665	WINGSB, LLC	104.00			05/28/21
		HAP Spiers A 062021								
1927		12/21 AP		06/01/21	0037665	WINGSB, LLC	737.00			05/28/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
					HAP_Johnson A 062021					
1927				12/21	AP 06/01/21 0037634	JLL EXTENDED STAY INN	195.00			05/28/21
					HAP_Zanders D 062021					
1927				12/21	AP 06/01/21 0037634	JLL EXTENDED STAY INN	298.00			05/28/21
					HAP_Moore E 062021					
1927				12/21	AP 06/01/21 0037641	LARSEN RENTALS LLC	507.00			05/28/21
					HAP_Boyd J 062021					
1927				12/21	AP 06/01/21 0037641	LARSEN RENTALS LLC	507.00			05/28/21
					HAP_Grisby C 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	236.00			05/28/21
					HAP_King D 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	513.00			05/28/21
					HAP_Reams L 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	391.00			05/28/21
					HAP_Garrigus S 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	396.00			05/28/21
					HAP_Cruise B 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	397.00			05/28/21
					HAP_Billman D 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	388.00			05/28/21
					HAP_Lam K 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	211.00			05/28/21
					HAP_Hoodjer S 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	480.00			05/28/21
					HAP_Wiedow C 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	375.00			05/28/21
					HAP_O'Brien N 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	434.00			05/28/21
					HAP_Humphrey E 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	437.00			05/28/21
					HAP_BALM D 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	181.00			05/28/21
					HAP_Frazier T 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	518.00			05/28/21
					HAP_Nielsen J 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	319.00			05/28/21
					HAP_Saccento J 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	311.00			05/28/21
					HAP_O'dell J 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	333.00			05/28/21
					HAP_Harmon A 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	430.00			05/28/21
					HAP_Harken G 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	329.00			05/28/21
					HAP_Dzapo S 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	284.00			05/28/21
					HAP_Humphrey J 062021					
1927				12/21	AP 06/01/21 0037662	VILLAGE II AT NINE23 APARTMEN	430.00			05/28/21
					HAP_Loffredo C 062021					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1927		12/21 AP		06/01/21	0037662	VILLAGE II AT NINE23 APARTMEN	664.00			05/28/21
		HAP_Miller K 062021								
1927		12/21 AP		06/01/21	0037662	VILLAGE II AT NINE23 APARTMEN	610.00			05/28/21
		HAP_Wilson S 062021								
1927		12/21 AP		06/01/21	0037662	VILLAGE II AT NINE23 APARTMEN	424.00			05/28/21
		HAP_Haug K 062021								
1927		12/21 AP		06/01/21	0037662	VILLAGE II AT NINE23 APARTMEN	479.00			05/28/21
		HAP_Forney A 062021								
1927		12/21 AP		06/01/21	0037662	VILLAGE II AT NINE23 APARTMEN	245.00			05/28/21
		HAP_Lane S 062021								
1927		12/21 AP		06/01/21	0037662	VILLAGE II AT NINE23 APARTMEN	675.00			05/28/21
		HAP_Mullins J 062021								
1927		12/21 AP		06/01/21	0037662	VILLAGE II AT NINE23 APARTMEN	365.00			05/28/21
		HAP_Wilson J 062021								
1927		12/21 AP		06/01/21	0037662	VILLAGE II AT NINE23 APARTMEN	185.00			05/28/21
		HAP_Rogers E 062021								
1927		12/21 AP		06/01/21	0037636	KLEIN, JULIE	219.00			05/28/21
		HAP_Stover A 062021								
1927		12/21 AP		06/01/21	0037631	HOUSING AUTHORITY OF JOLIET	999.00			05/28/21
		HAP_Wilson Q 062021								
1927		12/21 AP		06/01/21	0037631	HOUSING AUTHORITY OF JOLIET	1,960.00			05/28/21
		HAP_Payne I 062021								
1927		12/21 AP		06/01/21	0037632	HOWARD, BRAD	1,000.00			05/28/21
		HAP_Thrower M 062021								
1927		12/21 AP		06/01/21	0037638	KREMER PROPERTIES LLC	492.00			05/28/21
		HAP_Mulanax W 062021								
1927		12/21 AP		06/01/21	0037638	KREMER PROPERTIES LLC	1,085.00			05/28/21
		HAP_Gilmore A 062021								
1927		12/21 AP		06/01/21	0037637	KRAAYENBRINK, RANDY L.	644.00			05/28/21
		HAP_Maltas M 062021								
1927		12/21 AP		06/01/21	0037637	KRAAYENBRINK, RANDY L.	1,080.00			05/28/21
		HAP_Ewing J 062021								
1927		12/21 AP		06/01/21	0037628	HALVERSON, RHIANA	1,200.00			05/28/21
		HAP_Atkins T 062021								
1927		12/21 AP		06/01/21	0037610	CMY PROPERTIES, LLC	1,373.00			05/28/21
		HAP_Garcia K 062021								
1927		12/21 AP		06/01/21	0037611	CNC INVESTMENTS, LLC	948.00			05/28/21
		HAP_Carrillo D 062021								
1927		12/21 AP		06/01/21	0037652	R & R RENTAL PROPERTIES, LLC	914.00			05/28/21
		HAP_Gordon A 062021								
1927		12/21 AP		06/01/21	0037603	BUTLER, MICHAEL	509.00			05/28/21
		HAP_Cochran C 062021								
1927		12/21 AP		06/01/21	0037633	HUNTER PROPERTY LLC	768.00			05/28/21
		HAP_Thompson L 062021								
1927		12/21 AP		06/01/21	0037649	PAULSON, JAMES	350.00			05/28/21
		HAP_Topping R 062021								
1927		12/21 AP		06/01/21	0037649	PAULSON, JAMES	153.00			05/28/21
		HAP_Gordon L 062021								
1927		12/21 AP		06/01/21	0037618	ELMCREST ESTATES, L.C.	436.00			05/28/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
					HAP_Davis D 062021					
1927				12/21	AP 06/01/21 0037644	MCKERNAN, JAMES M.	717.00			05/28/21
					HAP_Porter R 062021					
1927				12/21	AP 06/01/21 0037644	MCKERNAN, JAMES M.	165.00			05/28/21
					HAP_Buchanan J 062021					
1927				12/21	AP 06/01/21 0037623	G P MANAGEMENT LLC	403.00			05/28/21
					HAP_Wenzel J 062021					
1927				12/21	AP 06/01/21 0037659	T.J.J.C. L.L.C.	650.00			05/28/21
					HAP_Bracelly J 062021					
1927				12/21	AP 06/01/21 0037659	T.J.J.C. L.L.C.	282.00			05/28/21
					HAP_Dornbrock M 062021					
1927				12/21	AP 06/01/21 0037659	T.J.J.C. L.L.C.	197.00			05/28/21
					HAP_Hornback K 062021					
1927				12/21	AP 06/01/21 0037625	GERDES III, BENJAMIN P.	279.00			05/28/21
					HAP_Allessi S 062021					
1927				12/21	AP 06/01/21 0037625	GERDES III, BENJAMIN P.	596.00			05/28/21
					HAP_Sherwood D 062021					
1927				12/21	AP 06/01/21 0037625	GERDES III, BENJAMIN P.	756.00			05/28/21
					HAP_Apfel A 062021					
1927				12/21	AP 06/01/21 0037625	GERDES III, BENJAMIN P.	638.00			05/28/21
					HAP_Beaman D 062021					
1927				12/21	AP 06/01/21 0037601	BARTELT RENTALS L.C.	475.00			05/28/21
					HAP_Luck J 062021					
1927				12/21	AP 06/01/21 0037601	BARTELT RENTALS L.C.	850.00			05/28/21
					HAP_Woods N 062021					
1927				12/21	AP 06/01/21 0037604	C & H HOLDINGS LLC	798.00			05/28/21
					HAP_Ross S 062021					
					ACCOUNT TOTAL		104,541.00	.00	104,541.00	
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
					12/21 AP 06/01/21 0037612	COOK CO.HOUSING AUTHORITY	34.16			05/28/21
					AF_Goldstein K 062021					
1927				12/21	AP 06/01/21 0037631	HOUSING AUTHORITY OF JOLIET	37.70			05/28/21
					AF_Wilson Q 062021					
1927				12/21	AP 06/01/21 0037631	HOUSING AUTHORITY OF JOLIET	37.70			05/28/21
					AF_Payne I 062021					
					ACCOUNT TOTAL		109.56	.00	109.56	
					FUND TOTAL		104,874.30	.00	104,874.30	

PREPARED 06/03/2021, 11:18:57
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-99						OPERATING SUPPLIES / POSTAGE				
1877		11/21 AP		05/16/21	0004634	CMRS-POC	3.57			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
ACCOUNT TOTAL							3.57	0.00	3.57	
223-2224-432.88-58 COMMUNITY DEVELOPMENT / OUTSIDE AGENCIES										
1949		12/21 AP		05/13/21	0004635	OPERATION THRESHOLD	9,826.23			06/02/21
						CV3 CARES ACT 1ST QUARTER				
						PROJECT#: 022354				
ACCOUNT TOTAL							9,826.23	0.00	9,826.23	
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB:										
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				KASEY N. WESTLEY
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				WINONA A. DUFF
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				JOANN VAN LENGEN
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				BENJAMIN F. WILKINSON
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				DALE CRAIG THOMPSON
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				AUDREY N. FIMREITE
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				TIMOTHY & KRISTI PRUCKLER
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				ANDREA DAMM
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				GRETCHEN M. ELLIOTT
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				ROGER C. CARLSON
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				MARI D. SNYDER
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				DONALD D. HEATH
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				JOSHUA & MAGGIE AUSTIN
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				ANGELA K. NOVICK
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				STEPHEN & ROBBI SULLIVAN
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				CRYSTAL A. KING
1877		11/21 AP		05/18/21	0004633	BLACK HAWK CO.RECORDER	7.00			05/19/21
						RCD:SATISFACT.& DISCHARGE				ANDREW & GENA HUMPAL

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FUND 223 COMMUNITY BLOCK GRANT									
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB. continued									
ACCOUNT TOTAL							119.00	.00	119.00
FUND TOTAL							9,948.80	.00	9,948.80
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1846		11/21 AP		05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	24.52		06/02/21
ACCOUNT TOTAL							24.52	.00	24.52
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1877		11/21 AP		05/16/21	0395769	CMRS-POC POC#8031880-REPL.POSTAGE	3.57		05/19/21
ACCOUNT TOTAL							3.57	.00	3.57
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1877		11/21 AP		05/13/21	0395770	MENNEN, MIKE RMB:MEAL-BOYS/GIRLS TRACK	29.05		05/19/21
ACCOUNT TOTAL							29.05	.00	29.05
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1949		12/21 AP		05/30/21	0395791	SURMA, JOSEPH EDWARD CF GRADUATION	125.00		06/02/21
1949		12/21 AP		05/30/21	0395788	DEWITT, JASON CF GRADUATION	125.00		06/02/21
ACCOUNT TOTAL							250.00	.00	250.00
FUND TOTAL							307.14	.00	307.14
FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1846		11/21 AP		05/03/21	0005616	PROFESSIONAL SOLUTIONS APRIL CREDIT CARD FEES	6.95		06/02/21
1846		11/21 AP		05/03/21	0005617	PROFESSIONAL SOLUTIONS APRIL CREDIT CARD FEES	6.95		06/02/21

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FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
1846		11/21 AP		05/03/21	0005618	PROFESSIONAL SOLUTIONS	152.98			06/02/21
						APRIL CREDIT CARD FEES				
1846		11/21 AP		05/03/21	0005619	PROFESSIONAL SOLUTIONS	1.96			06/02/21
						APRIL CREDIT CARD FEES				
ACCOUNT TOTAL							168.84	.00	168.84	
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE										
1877		11/21 AP		05/16/21	0395769	CMRS-POC	1.53			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
ACCOUNT TOTAL							1.53	.00	1.53	
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	15.75			05/19/21
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							15.75	.00	15.75	
FUND TOTAL							186.12	.00	186.12	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
1877		11/21 AP		05/16/21	0395769	CMRS-POC	207.81			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
ACCOUNT TOTAL							207.81	.00	207.81	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
1846		11/21 AP		05/03/21	0005620	PROFESSIONAL SOLUTIONS	15.84			06/02/21
						APRIL CREDIT CARD FEES				
ACCOUNT TOTAL							15.84	.00	15.84	
261-2291-423.85-01 UTILITIES / UTILITIES										
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	1,024.52			05/19/21
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							1,024.52	.00	1,024.52	
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1846		11/21 AP		05/07/21	0005607	IOWA DEPT.OF REVENUE	17.91			06/02/21

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FUND 261 TOURISM & VISITORS									
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX						continued			
SEMI MONTHLY SALES TAX						VISITOR & TOURISM			
ACCOUNT TOTAL							17.91	.00	17.91
FUND TOTAL							1,266.08	.00	1,266.08
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-99 OPERATING SUPPLIES / POSTAGE									
1877		11/21 AP		05/16/21	0395769	CMRS-POC	.51		05/19/21
POC#8031880-REPL.POSTAGE						04/01/21-05/16/21			
ACCOUNT TOTAL							.51	.00	.51
262-1092-423.85-01 UTILITIES / UTILITIES									
1802		12/21 AP		05/05/21	0395797	CEDAR FALLS UTILITIES	924.27		05/28/21
COMMUNITY CENTR UTILITIES									
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	107.45		05/19/21
UTILITIES THRU 04/21/21									
ACCOUNT TOTAL							1,031.72	.00	1,031.72
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1802		12/21 AP		05/03/21	0395800	CITY LAUNDERING CO.	8.50		05/28/21
COMM. CENTER MAT SERVICE									
ACCOUNT TOTAL							8.50	.00	8.50
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
1802		12/21 AP		04/27/21	0395795	BLACK HAWK COUNTY CONSERVATIO	40.00		05/28/21
GUIDED HIKE FOR WALKING						GROUP			
ACCOUNT TOTAL							40.00	.00	40.00
FUND TOTAL							1,080.73	.00	1,080.73
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
1846		11/21 AP		05/19/21	0005598	EMC RISK SERVICES, LLC	4,225.50		06/02/21
WORKER COMP-POLICE CLAIM									
1846		11/21 AP		05/19/21	0005598	EMC RISK SERVICES, LLC	13,971.94		06/02/21
WORKER COMP-POLICE CLAIM						ABBOTT			

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FUND 292 POLICE RETIREMENT FUND										
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP										
							continued			
ACCOUNT TOTAL							18,197.44	.00	18,197.44	
FUND TOTAL							18,197.44	.00	18,197.44	
FUND 293 FIRE RETIREMENT FUND										
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP										
1846		11/21 AP		05/19/21	0005598	EMC RISK SERVICES, LLC	225.00			06/02/21
WORKER COMP-FIRE ADMIN										
1846		11/21 AP		05/19/21	0005598	EMC RISK SERVICES, LLC	3,523.42			06/02/21
WORKER COMP-FIRE CLAIM										
1846		11/21 AP		05/19/21	0005598	EMC RISK SERVICES, LLC	9,207.00			06/02/21
WORKER COMP-FIRE CLAIM										
GETZ										
ACCOUNT TOTAL							12,955.42	.00	12,955.42	
FUND TOTAL							12,955.42	.00	12,955.42	
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS										
1877		11/21 AP		05/16/21	0395769	CMRS-POC	4.59			05/19/21
POC#8031880-REPL. POSTAGE										
04/01/21-05/16/21										
PROJECT#: 012017										
ACCOUNT TOTAL							4.59	.00	4.59	
FUND TOTAL							4.59	.00	4.59	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										

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FUND 430	2004	TIF BOND								
FUND 431	2014	BOND								
FUND 432	2003	BOND								
FUND 433	2001	TIF								
FUND 434	2000	BOND								
FUND 435	1999	TIF								
FUND 436	2012	BOND								
FUND 437	2018	BOND								
FUND 438	2020	BOND FUND								
FUND 439	2008	BOND FUND								
FUND 443	CAPITAL PROJECTS									
443-1220-431.94-33	CAPITAL PROJECTS / PROPERTY ACQUISITION									
1877	11/21 AP	04/21/21 0395767				CEDAR FALLS UTILITIES	278.05			05/19/21
		UTILITIES THRU 04/21/21								
		ACCOUNT TOTAL					278.05	0.00	278.05	
		FUND TOTAL					278.05	0.00	278.05	
FUND 472	PARKADE RENOVATION									
FUND 473	SIDEWALK ASSESSMENT									
FUND 483	ECONOMIC DEVELOPMENT									
FUND 484	ECONOMIC DEVELOPMENT LAND									
FUND 541	2018	STORM WATER BONDS								
FUND 544	2008	SEWER BONDS								
FUND 545	2006	SEWER BONDS								
FUND 546	SEWER IMPROVEMENT FUND									
FUND 547	SEWER RESERVE FUND									
FUND 548	1997	SEWER BOND FUND								
FUND 549	1992	SEWER BOND FUND								
FUND 550	2000	SEWER BOND FUND								
FUND 551	REFUSE FUND									
551-0000-213.00-00	CURRENT LIABILITY / SALES TAX PAYABLE									
1846	11/21 AP	05/07/21 0005607				IOWA DEPT.OF REVENUE	274.44			06/02/21
		SEMI MONTHLY SALES TAX				COMMERCIAL GARBAGE A/R				
		ACCOUNT TOTAL					274.44	0.00	274.44	
551-6675-436.72-99	OPERATING SUPPLIES / POSTAGE									
1877	11/21 AP	05/16/21 0395769				CMRS-POC	37.12			05/19/21
		POC#8031880-REPL.POSTAGE				04/01/21-05/16/21				
		ACCOUNT TOTAL					37.12	0.00	37.12	
551-6685-436.64-02	INSURANCE / HEALTH INS. REIMBURSEMENT									
1846	11/21 AP	05/25/21 0005613				ISOLVED BENEFIT SERVICES, INC		16.52		06/02/21
		HEALTH INS. REIMBURSEMENT								

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
						continued			
551-6685-1846	436.64-02	INSURANCE / HEALTH	INS.	11/21 AP 05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC		87.79	06/02/21
551-6685-1846	436.64-02	INSURANCE / HEALTH	INS.	11/21 AP 05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC		37.64	06/02/21
551-6685-1846	436.64-02	INSURANCE / HEALTH	INS.	11/21 AP 05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC	87.79		06/02/21
551-6685-1846	436.64-02	INSURANCE / HEALTH	INS.	11/21 AP 05/25/21	0005613	ISOLVED BENEFIT SERVICES, INC	54.16		06/02/21
ACCOUNT TOTAL							141.95	141.95	.00
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
551-6685-1846	436.72-01	OPERATING SUPPLIES		11/21 AP 05/03/21	0005624	PROFESSIONAL SOLUTIONS	572.78		06/02/21
551-6685-1846	436.72-01	OPERATING SUPPLIES		11/21 AP 05/03/21	0005619	PROFESSIONAL SOLUTIONS	26.87		06/02/21
ACCOUNT TOTAL							599.65	.00	599.65
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE									
551-6685-1877	436.72-99	OPERATING SUPPLIES		11/21 AP 05/16/21	0395769	CMRS-POC	95.57		05/19/21
ACCOUNT TOTAL							95.57	.00	95.57
551-6685-436.85-01 UTILITIES / UTILITIES									
551-6685-1877	436.85-01	UTILITIES		11/21 AP 04/21/21	0395767	CEDAR FALLS UTILITIES	4,666.02		05/19/21
ACCOUNT TOTAL							4,666.02	.00	4,666.02
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
551-6685-1877	436.86-34	REPAIR & MAINTENANCE		11/21 AP 04/21/21	0395767	CEDAR FALLS UTILITIES	5,860.00		05/19/21
ACCOUNT TOTAL							5,860.00	.00	5,860.00
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
551-6685-1846	436.89-04	MISCELLANEOUS SERVICES		11/21 AP 05/26/21	0005610	IOWA DEPT.OF REVENUE	76.64		06/02/21
551-6685-1846	436.89-04	MISCELLANEOUS SERVICES		11/21 AP 05/07/21	0005607	IOWA DEPT.OF REVENUE	74.78		06/02/21
ACCOUNT TOTAL							151.42	.00	151.42

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
FUND TOTAL							11,826.17	141.95	11,684.22	
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-99						OPERATING SUPPLIES / POSTAGE				
1877		11/21 AP		05/16/21	0395769	CMRS-POC	14.48			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
ACCOUNT TOTAL							14.48	.00	14.48	
552-6655-436.85-01 UTILITIES / UTILITIES										
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	14,971.16			05/19/21
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							14,971.16	.00	14,971.16	
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
1877		11/21 AP		05/16/21	0395769	CMRS-POC	12.24			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
ACCOUNT TOTAL							12.24	.00	12.24	
552-6665-436.85-01 UTILITIES / UTILITIES										
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	21,476.59			05/19/21
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							21,476.59	.00	21,476.59	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	5,860.00			05/19/21
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							5,860.00	.00	5,860.00	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1846		11/21 AP		05/26/21	0005610	IOWA DEPT.OF REVENUE	1,606.14			06/02/21
						SEMI MONTHLY SALES TAX				COMMERCIAL SEWER
1846		11/21 AP		05/07/21	0005607	IOWA DEPT.OF REVENUE	6,647.77			06/02/21
						SEMI MONTHLY SALES TAX				COMMERCIAL SEWER
ACCOUNT TOTAL							8,253.91	.00	8,253.91	
FUND TOTAL							50,588.38	.00	50,588.38	

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FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1877		11/21 AP		05/16/21	0395769	CMRS-POC	3.57			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
ACCOUNT TOTAL							3.57	.00	3.57	
555-6630-432.85-01 HOME & COMMUNITY ENVIRON / COMMUNITY DEVELOPMENT										
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	33.59			05/19/21
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							33.59	.00	33.59	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
1877		11/21 AP		04/21/21	0395767	CEDAR FALLS UTILITIES	5,860.00			05/19/21
						UTILITIES THRU 04/21/21				
ACCOUNT TOTAL							5,860.00	.00	5,860.00	
FUND TOTAL							5,897.16	.00	5,897.16	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1877		11/21 AP		05/16/21	0395769	CMRS-POC	9.69			05/19/21
						POC#8031880-REPL.POSTAGE				04/01/21-05/16/21
ACCOUNT TOTAL							9.69	.00	9.69	
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES										
1877		11/21 AP		05/10/21	0395768	CEDAR FALLS UTILITIES	15.00			05/19/21
						LIBRARY DOMAIN NAME				STATIC IP ADDRESS
ACCOUNT TOTAL							15.00	.00	15.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1877		11/21 AP		05/06/21	0395773	U.S. CELLULAR	34.84			05/19/21
						CELL PHONE:5/6-6/5/21				
1919		11/21 AP		05/01/21	0395782	CENTURYLINK	53.85			05/27/21
						CITY PHONE SERV.-MAY'21				
ACCOUNT TOTAL							88.69	.00	88.69	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.82-30						COMMUNICATION / FIBER OPTICS				
1877		11/21 AP		05/10/21	0395768	CEDAR FALLS UTILITIES	3,320.00			05/19/21
						FIBER POINT:4/11-5/10/21				
						ACCOUNT TOTAL	3,320.00	.00	3,320.00	
						FUND TOTAL	3,433.38	.00	3,433.38	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
1846		11/21 AP		05/28/21	0005638	WELLMARK IOWA	22,362.16			06/02/21
						HEALTH CLAIMS PROCESSING				
1846		11/21 AP		05/25/21	0005602	EXPRESS SCRIPTS, INC.	19,348.98			06/02/21
						RX CLAIMS PROCESSING				
1846		11/21 AP		05/21/21	0005637	WELLMARK IOWA	65,870.33			06/02/21
						HEALTH CLAIMS PROCESSING				
1846		11/21 AP		05/17/21	0005601	EXPRESS SCRIPTS, INC.	15,734.04			06/02/21
						RX CLAIMS PROCESSING				
1846		11/21 AP		05/14/21	0005636	WELLMARK IOWA	37,817.40			06/02/21
						HEALTH CLAIMS PROCESSING				
1846		11/21 AP		05/10/21	0005600	EXPRESS SCRIPTS, INC.	21,659.08			06/02/21
						RX CLAIMS PROCESSING				
1846		11/21 AP		05/03/21	0005599	EXPRESS SCRIPTS, INC.	9,098.61			06/02/21
						RX CLAIMS PROCESSING				
1846		11/21 AP		05/03/21	0005635	WELLMARK IOWA	109,956.75			06/02/21
						HEALTH CLAIMS PROCESSING				
						ACCOUNT TOTAL	301,847.35	.00	301,847.35	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
1846		11/21 AP		05/03/21	0005597	DELTA DENTAL OF IOWA	6,802.58			06/02/21
						MAY 2021 DENTAL				
						ACCOUNT TOTAL	6,802.58	.00	6,802.58	
						FUND TOTAL	308,649.93	.00	308,649.93	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										

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FUND 686 PAYROLL FUND										
686-0000-222.01-00						PAYROLL LIABILITY / FEDERAL TAXES				
1846		11/21 AP		05/24/21	0005631	UNITED STATES TREASURY	63,454.85			06/02/21
						FEDERAL WITHHOLDING TAX				
1846		11/21 AP		05/10/21	0005630	UNITED STATES TREASURY	65,050.26			06/02/21
						FEDERAL WITHHOLDING TAX				
						ACCOUNT TOTAL	128,505.11	.00		128,505.11
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
1846		11/21 AP		05/24/21	0005609	IOWA DEPT.OF REVENUE	26,910.26			06/02/21
						STATE WITHHOLDING TAX				
1846		11/21 AP		05/10/21	0005608	IOWA DEPT.OF REVENUE	27,258.50			06/02/21
						STATE WITHHOLDING TAX				
						ACCOUNT TOTAL	54,168.76	.00		54,168.76
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
1846		11/21 AP		05/24/21	0005631	UNITED STATES TREASURY	73,133.78			06/02/21
						SS & MQGE/MEDICARE TAX				
1846		11/21 AP		05/10/21	0005630	UNITED STATES TREASURY	72,253.88			06/02/21
						SS & MQGE/MEDICARE TAX				
						ACCOUNT TOTAL	145,387.66	.00		145,387.66
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
1846		11/21 AP		05/26/21	0005606	I.P.E.R.S.	132,281.69			06/02/21
						IPERS MAY 2021				
						ACCOUNT TOTAL	132,281.69	.00		132,281.69
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
1846		11/21 AP		05/24/21	0005595	COLLECTION SERVICES CENTER	1,012.90			06/02/21
						CHILD SUPPORT PAYMENTS				
1846		11/21 AP		05/21/21	0005612	ISOLVED BENEFIT SERVICES, INC	7,283.54			06/02/21
						CAFETERIA PLAN				
1877		11/21 AP		05/19/21	0395772	TEAMSTERS LOCAL #238	4,129.72			05/19/21
						UNION DUES-MAY 2021				
1846		11/21 AP		05/19/21	0005634	VOYA FINANCIAL	8,795.00			06/02/21
						EMPLOYEE 457 CONTRIBUTION				
1846		11/21 AP		05/10/21	0005594	COLLECTION SERVICES CENTER	1,012.90			06/02/21
						CHILD SUPPORT PAYMENTS				
1846		11/21 AP		05/10/21	0005611	ISOLVED BENEFIT SERVICES, INC	92.31			06/02/21
						CAFETERIA PLAN				
1846		11/21 AP		05/07/21	0005611	ISOLVED BENEFIT SERVICES, INC	6,985.35			06/02/21
						CAFETERIA PLAN				
1846		11/21 AP		05/05/21	0005633	VOYA FINANCIAL	9,795.00			06/02/21

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FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE							continued		
EMPLOYEE 457 CONTRIBUTION 05/07/21 PAYROLL									
ACCOUNT TOTAL							39,106.72	0.00	39,106.72
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
1846		11/21 AP		05/26/21	0005615	MUNICIPAL FIRE & POLICE RETIR MFPRSI RETIREMENT	150,666.38		06/02/21
ACCOUNT TOTAL							150,666.38	0.00	150,666.38
FUND TOTAL							650,116.32	0.00	650,116.32
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1846		11/21 AP		05/19/21	0005598	EMC RISK SERVICES, LLC	1,125.00		06/02/21
WORKER COMP ADMIN FEES									
1846		11/21 AP		05/19/21	0005598	EMC RISK SERVICES, LLC	3,127.59		06/02/21
WORKER COMP CLAIM									
ACCOUNT TOTAL							4,252.59	0.00	4,252.59
FUND TOTAL							4,252.59	0.00	4,252.59
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
1949		12/21 AP		06/01/21	0395789	MADISON NATIONAL LIFE INS.CO. LTD - JUNE 2021	3,725.52		06/02/21
ACCOUNT TOTAL							3,725.52	0.00	3,725.52
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1949		12/21 AP		06/01/21	0395790	STANDARD INSURANCE COMPANY GROUP LIFE AD/D-JUN'21	3,314.16		06/02/21
ACCOUNT TOTAL							3,314.16	0.00	3,314.16
FUND TOTAL							7,039.68	0.00	7,039.68

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
							POST DT	----	
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05		INSURANCE / LIABILITY				INSURANCE			
1846		11/21 AP	05/19/21	0005598		EMC RISK SERVICES, LLC	735.00	06/02/21	
		LIABILITY ADMIN FEES							
1846		11/21 AP	05/19/21	0005598		EMC RISK SERVICES, LLC	154.00	06/02/21	
		LIABILITY CLAIM							
1846		11/21 AP	05/19/21	0005598		EMC RISK SERVICES, LLC	6,902.00	06/02/21	
		LIABILITY CLAIM							
		BRANDT ATTORNEY FEES							
1846		11/21 AP	05/19/21	0005598		EMC RISK SERVICES, LLC	5,421.50	06/02/21	
		LIABILITY CLAIM							
		IAFF ATTORNEY FEES							
ACCOUNT TOTAL							13,212.50	.00	13,212.50
FUND TOTAL							13,212.50	.00	13,212.50
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							1,340,683.19	141.95	1,340,541.24

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
								POST DT ----	
FUND 101 GENERAL FUND									
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC.	72.27	06/03/21	
						#9 WINDOW ENVELOPES			
1866		12/21 AP		05/20/21	0000000	ADVANCED BUSINESS SYSTEMS, IN	189.00	06/03/21	
						POSTAGE METER INK			
ACCOUNT TOTAL							261.27	.00	261.27
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC.	9.63	06/03/21	
						#9 WINDOW ENVELOPES			
ACCOUNT TOTAL							9.63	.00	9.63
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC.	144.51	06/03/21	
						#9 WINDOW ENVELOPES			
ACCOUNT TOTAL							144.51	.00	144.51
101-1028-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS									
1866		12/21 AP		03/12/21	0000000	MERCYONE WATERLOO MEDICAL CEN	776.00	06/03/21	
						PRE-EMPLOY.PHYS-FEB'21			
1866		12/21 AP		01/10/21	0000000	MERCYONE WATERLOO MEDICAL CEN	628.00	06/03/21	
						PRE-EMPLOY.PHYS-DEC'20			
1866		12/21 AP		12/11/20	0000000	MERCYONE WATERLOO MEDICAL CEN	1,210.00	06/03/21	
						PRE-EMPLOY.PHYS-NOV'20			
ACCOUNT TOTAL							2,614.00	.00	2,614.00
101-1028-441.81-52 PROFESSIONAL SERVICES / DRUG TESTING									
1866		12/21 AP		03/12/21	0000000	MERCYONE WATERLOO MEDICAL CEN	545.00	06/03/21	
						DRUG TESTING-FEB'21			
1866		12/21 AP		01/10/21	0000000	MERCYONE WATERLOO MEDICAL CEN	655.00	06/03/21	
						DRUG TESTING-DEC'20			
ACCOUNT TOTAL							1,200.00	.00	1,200.00
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
1866		12/21 AP		05/14/21	0000000	CEDAR VALLEY SAVER, INC.	75.00	06/03/21	
						JOB AD:REC CTR/AQUATIC			
1866		12/21 AP		05/14/21	0000000	CEDAR VALLEY SAVER, INC.	75.00	06/03/21	
						JOB AD:REC CENTER			
1866		12/21 AP		04/30/21	0000000	REGISTER MEDIA	479.30	06/03/21	
						JOB AD:LAND SURVEYOR			
						4/23/21 DIGITAL ADV			

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FUND 101 GENERAL FUND										
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued				
1866		12/21 AP		04/30/21	0000000	REGISTER MEDIA	311.35			06/03/21
		JOB AD:LAND SURVEYOR				4/28/21 DIGITAL ADV				
1866		12/21 AP		04/30/21	0000000	REGISTER MEDIA	208.35			06/03/21
		JOB AD:CIVIL CAD TECH				3/7/21-4/4/21 PKG ADV				
1866		12/21 AP		04/30/21	0000000	REGISTER MEDIA	208.35			06/03/21
		JOB AD:CIVIL CAD TECH				3/18/21-4/11/21 PKG ADV				
1866		12/21 AP		04/30/21	0000000	REGISTER MEDIA	208.35			06/03/21
		JOB AD:PUBLIC SAFETY OFFI				3/28/21-4/11/21 PKG ADV				
ACCOUNT TOTAL							1,565.70	.00		1,565.70
101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
1866		12/21 AP		05/20/21	0000000	CINTAS FIRST AID & SAFETY	4.88			06/03/21
		RESTOCK FIRST AID KIT								
1866		12/21 AP		05/20/21	0000000	GREENWOOD DRUG	4,760.00			06/03/21
		68 COVID SHOTS 4/8 & 4/29								
ACCOUNT TOTAL							4,764.88	.00		4,764.88
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC.	12.04			06/03/21
		#9 WINDOW ENVELOPES								
ACCOUNT TOTAL							12.04	.00		12.04
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
1866		12/21 AP		06/01/21	0000000	AHLERS AND COONEY, P.C.	3,900.00			06/03/21
		LEGAL SERVICES-JUNE'21								
1866		12/21 AP		06/01/21	0000000	SWISHER & COHRT, P.L.C.	2,600.00			06/03/21
		LEGAL SERVICES-JUNE'21								
1866		12/21 AP		05/17/21	0000000	DENTONS DAVIS BROWN PC	227.50			06/03/21
		LGL:RE:IMMIGRATION				4/13/21-4/26/21				
1866		12/21 AP		05/01/21	0000000	REDFERN,MASON,LARSEN & MOORE,	70.00			06/03/21
		LGL:GENERAL MATTERS				4/15/21				
1905		12/21 AP		05/01/21	0000000	REDFERN,MASON,LARSEN & MOORE,	2,185.00			06/03/21
		LGL:GREENHILL VILL.9TH AD				01/03-04/29/21				
		PROJECT#: 023006								
ACCOUNT TOTAL							8,982.50	.00		8,982.50
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
1866		12/21 AP		06/01/21	0000000	SWISHER & COHRT, P.L.C.	1,000.00			06/03/21
		LEGAL SERVICES-JUNE'21								
ACCOUNT TOTAL							1,000.00	.00		1,000.00

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-1048-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS			
1866		12/21	AP	03/12/21	0000000	MERCYONE WATERLOO MEDICAL CEN	160.00		06/03/21
						POST-EMPLOY.PHYS-FEB'21			
1941		12/21	AP	02/12/21	0000000	MERCYONE WATERLOO MEDICAL CEN	279.00		06/03/21
						POST-EMPLOY.PHYS-JAN'21			
1866		12/21	AP	01/10/21	0000000	MERCYONE WATERLOO MEDICAL CEN	565.00		06/03/21
						POST-EMPLOY.PHYS-DEC'20			
1866		12/21	AP	12/11/20	0000000	MERCYONE WATERLOO MEDICAL CEN	625.00		06/03/21
						POST-EMPLOY.PHYS-NOV'20			
						ACCOUNT TOTAL	1,629.00	.00	1,629.00
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1941		12/21	AP	05/21/21	0000000	PARKADE PRINTER, INC	9.63		06/03/21
						#9 WINDOW ENVELOPES			
						ACCOUNT TOTAL	9.63	.00	9.63
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1941		12/21	AP	05/21/21	0000000	PARKADE PRINTER, INC	9.63		06/03/21
						#9 WINDOW ENVELOPES			
						ACCOUNT TOTAL	9.63	.00	9.63
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE									
1945		12/21	AP	05/25/21	0000000	ROBERDEAU, SOLANGE	250.00		06/03/21
						EXHIBITION ESSAY			
1945		12/21	AP	05/12/21	0000000	JORDAN'S NURSERY, INC.	100.00		06/03/21
						SEED & FEEDERS FOR GARDEN			
						JEROD MILLER MEMORIAL			
						ACCOUNT TOTAL	350.00	.00	350.00
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
1941		12/21	AP	05/12/21	0000000	COURIER LEGAL COMMUNICATIONS	336.12		06/03/21
						5/3/21 CC MTG.MINS/BILLS			
1866		12/21	AP	05/07/21	0000000	COURIER LEGAL COMMUNICATIONS	227.86		06/03/21
						ORD.2988-MAYOR/CITY ADM			
						ROLES			
1866		12/21	AP	05/07/21	0000000	COURIER LEGAL COMMUNICATIONS	40.24		06/03/21
						PH NTC-PINNACLE PRAIRIE			
						REZONING			
1866		12/21	AP	05/07/21	0000000	COURIER LEGAL COMMUNICATIONS	15.09		06/03/21
						PH NTC-OLIVE ST BOX CULVT			
						ACCOUNT TOTAL	619.31	.00	619.31
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									

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FUND 101 GENERAL FUND										
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION						continued				
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	12.04			06/03/21
ACCOUNT TOTAL							12.04	0.00	12.04	
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	24.09			06/03/21
ACCOUNT TOTAL							24.09	0.00	24.09	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
1922		12/21 AP		05/24/21	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			06/03/21
1922		12/21 AP		05/24/21	0000000	CODE EN.MOW-2208 COVENTRY PROFESSIONAL LAWN CARE, LLC	142.50			06/03/21
1922		12/21 AP		05/19/21	0000000	CODE EN.MOW-130 N.COLLEGE PROFESSIONAL LAWN CARE, LLC	190.00			06/03/21
1922		12/21 AP		05/17/21	0000000	CODE ENF.MOW-1704 TREMONT PROFESSIONAL LAWN CARE, LLC	95.00			06/03/21
ACCOUNT TOTAL							522.50	0.00	522.50	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1866		12/21 AP		05/20/21	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID KIT	2.44			06/03/21
ACCOUNT TOTAL							2.44	0.00	2.44	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	48.17			06/03/21
ACCOUNT TOTAL							48.17	0.00	48.17	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1903		12/21 AP		05/25/21	0000000	CINTAS FIRST AID & SAFETY FIRST AID CABINET-FALLS	354.21			06/03/21
1903		12/21 AP		05/20/21	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID CABINET	4.88			06/03/21
ACCOUNT TOTAL							359.09	0.00	359.09	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-2253-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT			
1865		12/21	AP	05/11/21	0000000	XPRESSIONS	566.40		06/03/21
						YOUTH SPORT T-SHIRTS			
1865		12/21	AP	04/29/21	0000000	XPRESSIONS	858.00		06/03/21
						T-SHIRTS - BASEBALL			
1865		12/21	AP	04/21/21	0000000	ECHO GROUP, INC.	104.04		06/03/21
						MH 1500/U MOGUL BASE			
						ACCOUNT TOTAL	1,528.44	.00	1,528.44
101-2253-423.72-41						OPERATING SUPPLIES / THE FALLS CONCESSIONS			
1903		12/21	AP	05/27/21	0000000	MYERS-COX COMPANY	248.59		06/03/21
						FALLS CONC, CHIPS/COOKIES			
1903		12/21	AP	05/20/21	0000000	MYERS-COX COMPANY	3,902.99		06/03/21
						FOOD CON FALLS, CANDY, CHIP			
1865		12/21	AP	05/13/21	0000000	ATLANTIC COCA-COLA	2,106.22		06/03/21
						INITIAL COKE ORDER-FALLS			
1866		12/21	AP	09/11/19	0000000	MYERS-COX COMPANY		1,096.75	06/03/21
						CREDIT FOR 2019 RETURNS			
						END OF SEASON			
						ACCOUNT TOTAL	6,257.80	1,096.75	5,161.05
101-2253-423.72-50						OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES			
1865		12/21	AP	05/18/21	0000000	XPRESSIONS	150.00		06/03/21
						SPECIAL EVENT REC SWAG			
1865		12/21	AP	05/18/21	0000000	XPRESSIONS	112.50		06/03/21
						SPECIAL EVENT REC SWAG			
						ACCOUNT TOTAL	262.50	.00	262.50
101-2253-423.73-17						OTHER SUPPLIES / THE FALLS POOL CHEMICALS			
1865		12/21	AP	05/04/21	0000000	ACCO UNLIMITED CORPORATION	3,263.20		06/03/21
						POOL CHEMICALS			
						ACCOUNT TOTAL	3,263.20	.00	3,263.20
101-2253-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
1865		12/21	AP	05/17/21	0000000	SNYDER, CLARE	270.00		06/03/21
						CONTRACT FITNESS INSTRUCT			
						OCR WORKSHOP 4/10-5/15/21			
						ACCOUNT TOTAL	270.00	.00	270.00
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP			
1865		12/21	AP	05/17/21	0000000	CITY LAUNDERING CO.	30.00		06/03/21
						FLOOR MATS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP						continued				
1865		12/21 AP		05/11/21	0000000	H2I GROUP	750.00			06/03/21
1865		12/21 AP		04/05/21	0000000	CITY LAUNDERING CO. FLOOR MATS	30.00			06/03/21
ACCOUNT TOTAL							810.00	.00		810.00
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
1903		12/21 AP		05/21/21	0000000	MILLER FENCE CO., INC. FENCE REPAIR	268.71			06/03/21
1865		12/21 AP		05/20/21	0000000	DIRECT APPLIANCE & TV CENTER FREEZER FOR FALLS POOL	749.00			06/03/21
1903		12/21 AP		05/20/21	0000000	GREENS KEEPER LAWN SERVICE LL FERTILIZER/WEED FALLS	1,025.00			06/03/21
1865		12/21 AP		05/19/21	0000000	CEDAR VALLEY LAWN CARE IRRIGATION STARTUP	234.00			06/03/21
1903		12/21 AP		05/17/21	0000000	WATERLOO TENT & TARP COMPANY UMBRELLA REPAIR AT FALLS	170.00			06/03/21
1865		12/21 AP		05/11/21	0000000	PLUMB SUPPLY COMPANY, LLC PIPES, BALL VALVE	118.44			06/03/21
1865		12/21 AP		05/06/21	0000000	ARCTIC REFRIGERATION LC ICE MACHINE STARTUP	121.94			06/03/21
1865		12/21 AP		05/04/21	0000000	ROYALTURF BED MAINTENANCE SPRING	1,197.50			06/03/21
1865		12/21 AP		05/01/21	0000000	CARRICO AQUATIC RESOURCES INC POOL FLOW METER #2	2,037.37			06/03/21
ACCOUNT TOTAL							5,921.96	.00		5,921.96
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
1945		12/21 AP		05/13/21	0000000	BUILDERS SELECT LLC PLASTER FOR CERAMIC MOLDS	37.99			06/03/21
ACCOUNT TOTAL							37.99	.00		37.99
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1945		12/21 AP		05/28/21	0000000	SIGNS BY TOMORROW LABELS FOR ROBERDEAU EXHIBITION	20.00			06/03/21
1945		12/21 AP		05/27/21	0000000	SIGNS & DESIGNS, INC. VINYL FOR FIRST FIFTY EXHIBITION	40.00			06/03/21
1945		12/21 AP		05/26/21	0000000	SIGNS BY TOMORROW VINYL FOR SOLANGE EXHIBITION	62.50			06/03/21
ACCOUNT TOTAL							122.50	.00		122.50

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-2280-423.72-73						OPERATING SUPPLIES / GROUNDS SUPPLIES			
1945		12/21	AP	05/19/21	0000000	WAPSIE PINES LAWN CARE/LANDSC	377.93		06/03/21
						FLOWERS AND PLANTS FOR GARDEN			
1945		12/21	AP	05/12/21	0000000	JORDAN'S NURSERY, INC.	25.95		06/03/21
						SEED & FEEDERS FOR GARDEN			
						ACCOUNT TOTAL	403.88	0.00	403.88
101-2280-423.72-99						OPERATING SUPPLIES / POSTAGE			
1945		12/21	AP	05/19/21	0000000	FEDERAL EXPRESS	59.32		06/03/21
						SHIPPING FOR SOLANGE ROBERDEAU EXHIBITION			
						ACCOUNT TOTAL	59.32	0.00	59.32
101-2280-423.81-06						PROFESSIONAL SERVICES / PRINTING & PUBLICATION			
1945		12/21	AP	05/19/21	0000000	COPYWORKS	15.00		06/03/21
						AGREEMENTS FOR FIRST 50 REPRINTS			
1945		12/21	AP	05/19/21	0000000	COPYWORKS	15.00		06/03/21
						LOAN AGREEMENT PAPERWORK			
						ACCOUNT TOTAL	30.00	0.00	30.00
101-2280-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
1945		12/21	AP	05/13/21	0000000	KAREN'S PRINT-RITE	91.00		06/03/21
						FRIENDS ANNUAL MEETING POSTCARDS			
						ACCOUNT TOTAL	91.00	0.00	91.00
101-4511-414.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1941		12/21	AP	05/21/21	0000000	PARKADE PRINTER, INC.	24.09		06/03/21
						#9 WINDOW ENVELOPES			
						ACCOUNT TOTAL	24.09	0.00	24.09
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY			
1940		12/21	AP	05/17/21	0000000	CITY LAUNDERING CO.	21.00		06/03/21
						TOWELS;MATS-PSS BUILDING			
						ACCOUNT TOTAL	21.00	0.00	21.00
101-4511-414.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES			
1940		12/21	AP	05/23/21	0000000	BLACK HAWK CO.EMERG.MED.SERV.	50.00		06/03/21
						MEMBERSHIP DUES-2021			
1940		12/21	AP	05/01/21	0000000	IOWA FIRE CHIEFS' ASSOCIATION	25.00		06/03/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES						continued				
						2021 MEMBERSHIP-BOSTWICK				
1940				12/21	AP 05/01/21 0000000	IOWA FIRE CHIEFS' ASSOCIATION	25.00			06/03/21
						2021 MEMBERSHIP-T.SMITH				
						ACCOUNT TOTAL	100.00	.00	100.00	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
1940				12/21	AP 05/10/21 0000000	HERITAGE ART GALLERY-WATERLOO	25.00			06/03/21
						PLAQUE-CURT HILDEBRAND				
1942				12/21	AP 05/07/21 0000000	AWARDS, GIFTS & ENGRAVING	88.00			06/03/21
						AWARDS OF EXCELLENCE-2021				
1950				12/21	AP 04/14/21 0000000	FAREWAY STORES INC. #190	8.49			06/03/21
						PROPANE REFILL-PSS BLDG.				
						ACCOUNT TOTAL	121.49	.00	121.49	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1950				12/21	AP 05/27/21 0000000	SAM ANNIS & CO.	179.71			06/03/21
						PROPANE-TRNG. SIMULATORS				
1940				12/21	AP 05/25/21 0000000	FIRE SERVICE TRNG. BUREAU	50.00			06/03/21
						1 CERT.FEE-FIRE FIGHTER 1				
1940				12/21	AP 05/10/21 0000000	FIRE SERVICE TRNG. BUREAU	50.00			06/03/21
						1 CERT.FEE-DRIV.OPER.PUMP				
						ETHAN SCHULTZEN				
						ACCOUNT TOTAL	279.71	.00	279.71	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1940				12/21	AP 04/05/21 0000000	OUTDOOR & MORE	395.96			06/03/21
						SMALL ENGINE FUEL				
						ACCOUNT TOTAL	395.96	.00	395.96	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1940				12/21	AP 05/17/21 0000000	SHIRT SHACK INC., THE	335.76			06/03/21
						T-SHIRTS-INVENTORY				
						ACCOUNT TOTAL	335.76	.00	335.76	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1941				12/21	AP 05/21/21 0000000	PARKADE PRINTER, INC.	24.09			06/03/21
						#9 WINDOW ENVELOPES				
1942				12/21	AP 05/20/21 0000000	STOREY KENWORTHY	147.94			06/03/21
						PENS;CLIPS;LEGAL PADS;DRY				
						ERASE MARKERS;HI-LIGHTERS				
						ACCOUNT TOTAL	172.03	.00	172.03	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS							continued				
ACCOUNT TOTAL							30.00	.00	30.00		
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY											
1942		12/21 AP		05/10/21	0000000	IOWA LAW ENFORCEMENT ACADEMY LEVEL II BASIC TRNG.FEES	125.00			06/03/21	
ACCOUNT TOTAL							125.00	.00	125.00		
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE											
1942		12/21 AP		05/10/21	0000000	MARLOW WHITE HEM & SLEEVE BRAID	45.00			06/03/21	
ACCOUNT TOTAL							45.00	.00	45.00		
101-5521-415.93-01 EQUIPMENT / EQUIPMENT											
1942		12/21 AP		05/17/21	0000000	INTOXIMETERS INC. 2 BREATHALIZERS	790.00			06/03/21	
ACCOUNT TOTAL							790.00	.00	790.00		
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY											
1942		12/21 AP		05/06/21	0000000	CEDAR BEND HUMANE SOCIETY	3,687.00			06/03/21	
		APR/21				ANIMAL SURRENDER					
1942		12/21 AP		05/05/21	0000000	WATERLOO, CITY OF ANIMAL CALLS;4/1-4/30/21	8,572.20			06/03/21	
ACCOUNT TOTAL							12,259.20	.00	12,259.20		
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1879		12/21 AP		05/13/21	0000000	CINTAS FIRST AID & SAFETY	22.34			06/03/21	
						RESTOCK FIRST AID KIT					
1924		12/21 AP		05/12/21	0000000	UTILITY EQUIPMENT COMPANY	226.44			06/03/21	
						CURB BOX,CURB COMP,COMP90					
1920		12/21 AP		04/30/21	0000000	CULLIGAN WATER CONDITIONING AT GREENWOOD CEMETERY	54.00			06/03/21	
ACCOUNT TOTAL							302.78	.00	302.78		
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1923		12/21 AP		05/14/21	0000000	MENARDS-CEDAR FALLS PLASTIC SHEETING,CORD	181.27			06/03/21	
PROJECT#: 062503											

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					
1920		12/21 AP		05/12/21	0000000	ECHO GROUP, INC.	34.68			06/03/21	
		LIGHT BULBS									
	PROJECT#:	062501									
1923		12/21 AP		05/12/21	0000000	MARTIN BROS.DISTRIBUTING	79.58			06/03/21	
		SOAP,TOWELS,LINERS,TOISSUE URINAL SCREEN,BAG FILTER									
	PROJECT#:	062501									
1923		12/21 AP		05/12/21	0000000	MARTIN BROS.DISTRIBUTING	99.00			06/03/21	
		SOAP,TOWELS,LINERS,TOISSUE URINAL SCREEN,BAG FILTER									
	PROJECT#:	062503									
1923		12/21 AP		05/12/21	0000000	MARTIN BROS.DISTRIBUTING	293.99			06/03/21	
		SOAP,TOWELS,LINERS,TOISSUE URINAL SCREEN,BAG FILTER									
	PROJECT#:	062506									
1923		12/21 AP		05/12/21	0000000	MARTIN BROS.DISTRIBUTING	218.34			06/03/21	
		SOAP,TOWELS,LINERS,TOISSUE URINAL SCREEN,BAG FILTER									
	PROJECT#:	062507									
1923		12/21 AP		05/12/21	0000000	MARTIN BROS.DISTRIBUTING	228.94			06/03/21	
		SOAP,TOWELS,LINERS,TOISSUE URINAL SCREEN,BAG FILTER									
	PROJECT#:	062511									
1879		12/21 AP		05/04/21	0000000	ECHO GROUP, INC.	18.33			06/03/21	
		WIRE CONNECTORS									
	PROJECT#:	062505									
1879		12/21 AP		05/04/21	0000000	ECHO GROUP, INC.	32.58			06/03/21	
		SOFFITT LIGHTS									
	PROJECT#:	062505									
1879		12/21 AP		05/03/21	0000000	MENARDS-CEDAR FALLS	211.77			06/03/21	
		CABINET, CANS AND BOXES									
	PROJECT#:	062506									
		ACCOUNT TOTAL						1,398.48	.00		1,398.48
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT											
1923		12/21 AP		05/12/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	53.20			06/03/21	
		TOOL BAG									
	PROJECT#:	062506									
		ACCOUNT TOTAL						53.20	.00		53.20
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR											
1923		12/21 AP		05/19/21	0000000	O'DONNELL ACE HARDWARE	35.38			06/03/21	
		SAWZALL BLADES FLOORING PROJECT									
	PROJECT#:	062503									
1920		12/21 AP		05/14/21	0000000	C & C WELDING & SANDBLASTING	641.76			06/03/21	
		ALUMINUM DIAMOND PLATES PD HOLDING CELLS									
1920		12/21 AP		05/14/21	0000000	ECHO GROUP, INC.	40.62			06/03/21	
		ELECTRICAL BOXES									
	PROJECT#:	062507									
1920		12/21 AP		05/14/21	0000000	ECHO GROUP, INC.	52.02			06/03/21	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
LIGHTING REPAIR										
PROJECT#:	062503									
1920	12/21	AP	05/12/21	0000000	CORY'S PAINTING, L.L.C.	328.43			06/03/21	
WALL REPAIR/PAINTING										
PROJECT#:	062509									
1923	12/21	AP	05/12/21	0000000	PLUMB SUPPLY COMPANY, LLC	43.23			06/03/21	
URINAL REPAIR PARTS										
PROJECT#:	062514									
1879	12/21	AP	05/11/21	0000000	O'DONNELL ACE HARDWARE	2.97			06/03/21	
WASHERS										
PROJECT#:	062506									
1879	12/21	AP	05/10/21	0000000	O'DONNELL ACE HARDWARE	3.96			06/03/21	
GASKET CAP,NUTS,O-RING										
PROJECT#:	062514									
1879	12/21	AP	05/10/21	0000000	O'DONNELL ACE HARDWARE	5.68			06/03/21	
NUTS,WASHERS										
PROJECT#:	062514									
1879	12/21	AP	05/06/21	0000000	MENARDS-CEDAR FALLS	1.70			06/03/21	
SCREWS										
PROJECT#:	062506									
1924	12/21	AP	05/05/21	0000000	SHERWIN-WILLIAMS COMPANY	53.81			06/03/21	
PAINT										
PROJECT#:	062505									
1879	12/21	AP	04/30/21	0000000	INTECONNEX	285.00			06/03/21	
SECURITY REPAIRS-DOORS										
BEACH HOUSE										
PROJECT#:	062515									
1879	12/21	AP	04/30/21	0000000	INTECONNEX	190.00			06/03/21	
SECURITY REPAIR-PS GATE										
PROJECT#:	062511									
ACCOUNT TOTAL						1,684.56		.00	1,684.56	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
1920	12/21	AP	05/20/21	0000000	CITY LAUNDERING CO.	40.00			06/03/21	
MAT SERVICE										
PROJECT#:	062506									
1920	12/21	AP	05/18/21	0000000	CITY LAUNDERING CO.	20.00			06/03/21	
MAT SERVICE										
PROJECT#:	062501									
1923	12/21	AP	05/17/21	0000000	MILLER WINDOW SERVICE	80.00			06/03/21	
WINDOW CLEANING										
BOAT HOUSE										
PROJECT#:	062515									
ACCOUNT TOTAL						140.00		.00	140.00	
101-6616-446.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1923	12/21	AP	05/17/21	0000000	MILLER WINDOW SERVICE	90.00			06/03/21	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP						continued			
1879 WINDOW CLEANING						BUS STOPS-UNIVERSITY AVE			
12/21 AP 05/09/21 0000000						HAWKEYE ALARM & SIGNAL CO.	550.00		06/03/21
PROJECT#: 062501						FIRE ALARM MONITORING			
ACCOUNT TOTAL							640.00	.00	640.00
101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1923 12/21 AP 05/18/21 0000000						RESTORATION SERVICES, INC.	6,860.00		06/03/21
PROJECT#: 062509						V&T EXTERIOR-REPAIR, CLEAN			
1879 12/21 AP 05/12/21 0000000						RESTORATION SERVICES, INC.	12,815.00		06/03/21
PROJECT#: 062506						MAUSOLEUM EXTERIOR REPAIR			
ACCOUNT TOTAL							19,675.00	.00	19,675.00
101-6616-446.93-01 EQUIPMENT / EQUIPMENT									
1924 12/21 AP 05/11/21 0000000						VAN METER, INC.	998.13		06/03/21
PROJECT#: 062515						LED FIXTURES			
1879 12/21 AP 05/03/21 0000000						VAN METER, INC.	1,399.10		06/03/21
1879 12/21 AP 04/23/21 0000000						SCULPTURE		1,128.01	06/03/21
PROJECT#: 062501						LED LIGHTING CREDIT			
ACCOUNT TOTAL							2,397.23	1,128.01	1,269.22
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1866 12/21 AP 05/20/21 0000000						CINTAS FIRST AID & SAFETY	2.44		06/03/21
PROJECT#: 023282						RESTOCK FIRST AID KIT			
ACCOUNT TOTAL							2.44	.00	2.44
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1905 12/21 AP 05/12/21 0000000						AECOM TECHNICAL SERVICES, INC	3,407.67		06/03/21
PROJECT#: 023282						SURVEY SERVICES			
ACCOUNT TOTAL							3,407.67	.00	3,407.67
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.									
1905 12/21 AP 04/28/21 0000000						SNYDER & ASSOCIATES, INC.	4,248.00		06/03/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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FUND 101 GENERAL FUND
 101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT. continued
 3174-GENERAL ENGINEERING MAIN ST TRAFFIC STDY-3/31
 PROJECT#: 023174

ACCOUNT TOTAL 4,248.00 .00 4,248.00

101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1923		12/21 AP		05/18/21	0000000	O'DONNELL ACE HARDWARE	14.69			06/03/21
						FLEX SEAL				
1924		12/21 AP		05/18/21	0000000	STETSON BUILDING PRODUCTS LLC	84.96			06/03/21
						CONCRETE TUBE				
1924		12/21 AP		05/17/21	0000000	WOOD COMPONENTS	172.50			06/03/21
						PLANING BRIDGE PLANKS				
1924		12/21 AP		05/14/21	0000000	ZIMCO SUPPLY CO.	190.00			06/03/21
						LAWN CHEMICALS				
1924		12/21 AP		05/14/21	0000000	ZIMCO SUPPLY CO.	385.49			06/03/21
						LAWN CHEMICALS				
1879		12/21 AP		05/13/21	0000000	CINTAS FIRST AID & SAFETY	12.25			06/03/21
						RESTOCK FIRST AID KIT				
1920		12/21 AP		05/11/21	0000000	BENTON'S READY MIX CONCRETE,	167.00			06/03/21
						CONCRETE-404 N COLLEGE ST				
1923		12/21 AP		05/11/21	0000000	MENARDS-CEDAR FALLS	87.96			06/03/21
						YARD HYDRANT, BLADES, PIPE				
1923		12/21 AP		05/10/21	0000000	O'DONNELL ACE HARDWARE	5.38			06/03/21
						BOLTS				
1923		12/21 AP		05/05/21	0000000	OUTDOOR & MORE	45.98			06/03/21
						CHAINSAW CHAIN				
1923		12/21 AP		05/04/21	0000000	GOODWIN TUCKER GROUP	276.00			06/03/21
						ICE MACHINE REPAIR				
1923		12/21 AP		05/04/21	0000000	MENARDS-CEDAR FALLS	25.53			06/03/21
						COUPLING, HOSE CLAMP				
1920		12/21 AP		05/03/21	0000000	BUILDERS SELECT LLC	37.98			06/03/21
						LUMBER				
1920		12/21 AP		04/30/21	0000000	CULLIGAN WATER CONDITIONING	21.85			06/03/21
						WATER 5 GAL BOTTLES				
1923		12/21 AP		04/30/21	0000000	MENARDS-CEDAR FALLS	11.96			06/03/21
						SHUT OFF CONNECT				
1920		12/21 AP		04/26/21	0000000	BENTON'S READY MIX CONCRETE,	208.75			06/03/21
						CONCRETE-2ND & FRANKLIN				

ACCOUNT TOTAL 1,748.28 .00 1,748.28

101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1920		12/21 AP		05/07/21	0000000	COOLEY PUMPING, LLC	85.00			06/03/21
						PORTA POTTY-TONDRO PARK				
1920		12/21 AP		05/07/21	0000000	COOLEY PUMPING, LLC	105.00			06/03/21
						PORTA POTTY-ELDORADO PARK				
1920		12/21 AP		05/07/21	0000000	COOLEY PUMPING, LLC	85.00			06/03/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued			
PORTA POTTY-LION BB FIELD									
ACCOUNT TOTAL							275.00	.00	275.00
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1879		12/21 AP		05/04/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR 12TH STREET TRAIL	3,630.00		06/03/21
1923		12/21 AP		05/03/21	0000000	LEYMASTER TILE, RUSTY TILE FOR 12TH ST TRAIL	166.75		06/03/21
ACCOUNT TOTAL							3,796.75	.00	3,796.75
FUND TOTAL							98,885.64	3,091.31	95,794.33
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS									
1879		12/21 AP		05/06/21	0000000	MENARDS-CEDAR FALLS	11.99		06/03/21
1920		12/21 AP		05/03/21	0000000	CAMPBELL SUPPLY WATERLOO CABLE	21.53		06/03/21
ACCOUNT TOTAL							33.52	.00	33.52
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1923		12/21 AP		05/13/21	0000000	MENARDS-CEDAR FALLS SPRAY ADHESIVE	13.99		06/03/21
ACCOUNT TOTAL							13.99	.00	13.99
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
1923		12/21 AP		03/25/21	0000000	MENARDS-CEDAR FALLS RETURN MAILBOX POSTS		153.68	06/03/21
1923		12/21 AP		03/25/21	0000000	MENARDS-CEDAR FALLS MAILBOX POSTS	153.68		06/03/21
ACCOUNT TOTAL							153.68	153.68	.00
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1879		12/21 AP		05/13/21	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID KIT	6.75		06/03/21
ACCOUNT TOTAL							6.75	.00	6.75

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS										
1879		12/21	AP	05/06/21	0000000	BENTON'S READY MIX CONCRETE, SIDEWALK REPAIR/CITY HALL SCULPTURE	756.25			06/03/21
ACCOUNT TOTAL							756.25	.00	756.25	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1924		12/21	AP	05/21/21	0000000	SCOOP FEED & SUPPLY, THE GRASS SEED	184.30			06/03/21
1923		12/21	AP	05/20/21	0000000	MENARDS-CEDAR FALLS ADHESIVE FOR EXPANSION	17.96			06/03/21
1920		12/21	AP	05/19/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-SREET PANEL REPL LAKESHORE DR	1,754.50			06/03/21
1920		12/21	AP	05/18/21	0000000	BUILDERS SELECT LLC LUMBER FOR FORMS	45.99			06/03/21
1920		12/21	AP	05/16/21	0000000	ASPRO, INC. HOT MIX ASPHALT	180.40			06/03/21
1920		12/21	AP	05/13/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-GREENHILL RD	167.00			06/03/21
1923		12/21	AP	05/12/21	0000000	MENARDS-CEDAR FALLS TAPCON SCREW, RETRACT KNIF	97.94			06/03/21
1879		12/21	AP	05/11/21	0000000	BUILDERS SELECT LLC LUMBER FOR FORMS	16.80			06/03/21
1879		12/21	AP	05/11/21	0000000	O'DONNELL ACE HARDWARE CONSTRUCTION GLUE	21.38			06/03/21
1920		12/21	AP	05/07/21	0000000	ASPRO, INC. HOT MIX ASPHALT	161.04			06/03/21
1920		12/21	AP	05/07/21	0000000	ASPRO, INC. HOT MIX ASPHALT	176.00			06/03/21
ACCOUNT TOTAL							2,823.31	.00	2,823.31	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1879		12/21	AP	05/05/21	0000000	ECHO GROUP, INC. ELECTRICAL SUPPLIES	82.16			06/03/21
1879		12/21	AP	05/04/21	0000000	ECHO GROUP, INC. ELECTRICAL SUPPLIES	164.32			06/03/21
1879		12/21	AP	05/04/21	0000000	ECHO GROUP, INC. ELECTRICAL SUPPLIES	82.16			06/03/21
1879		12/21	AP	05/03/21	0000000	ECHO GROUP, INC. ELECTRICAL SUPPLIES	202.06			06/03/21
1920		12/21	AP	11/10/20	0000000	CAMPBELL SUPPLY WATERLOO CREDIT DRIVE CAP		152.26		06/03/21
1920		12/21	AP	11/03/20	0000000	CAMPBELL SUPPLY WATERLOO CREDIT MULTIPRO DRIVE CAP		152.26		06/03/21
ACCOUNT TOTAL							530.70	304.52	226.18	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
1879		12/21	AP	05/13/21	0000000	CINTAS FIRST AID & SAFETY	6.75		06/03/21
						RESTOCK FIRST AID KIT			
ACCOUNT TOTAL							6.75	.00	6.75
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
1879		12/21	AP	04/30/21	0000000	TRAFFIC CONTROL CORPORATION	8,234.00		06/03/21
						TRAFFIC SIGNALS FOR STOCK			
ACCOUNT TOTAL							8,234.00	.00	8,234.00
FUND TOTAL							12,558.95	458.20	12,100.75
FUND 215 HOSPITAL FUND									
215-1230-421.88-45						OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR.			
1866		12/21	AP	05/20/21	0000000	RETRIEVING FREEDOM	13,500.00		06/03/21
						HTFB:SERVICE DOG GRANT			
1866		12/21	AP	05/19/21	0000000	GUIDING STAR CEDAR VALLEY	1,687.00		06/03/21
						HTFB:LABOR OF LOVE PROJEC			
ACCOUNT TOTAL							15,187.00	.00	15,187.00
FUND TOTAL							15,187.00	.00	15,187.00
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1941		12/21	AP	05/21/21	0000000	PARKADE PRINTER, INC.	24.09		06/03/21
						#9 WINDOW ENVELOPES			
ACCOUNT TOTAL							24.09	.00	24.09
FUND TOTAL							24.09	.00	24.09
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-19						OPERATING SUPPLIES / PRINTING			
1941		12/21	AP	05/21/21	0000000	PARKADE PRINTER, INC.	12.04		06/03/21
						#9 WINDOW ENVELOPES			
1922		12/21	AP	05/19/21	0000000	COURIER LEGAL COMMUNICATIONS	21.13		06/03/21
						PUBLIC COMMENT PERIOD			
						CDBG AAP FFY21			
ACCOUNT TOTAL							33.17	.00	33.17

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										
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	181.13			06/03/21
						ENTITLEMENT AGENCY AWARD				
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	190.22			06/03/21
						ENTITLEMENT SIDEWALKS				
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	371.79			06/03/21
						ENTITLEMENT PLAN & REPORT				
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	295.36			06/03/21
						AGENCY AWD-CDBG-CV3 CARES				
PROJECT#:					022354					
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	405.30			06/03/21
						PLAN & RPT-CDBG-CV3 CARES				
PROJECT#:					022354					
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	416.45			06/03/21
						ENVIRO REV-CDBG-CV2 CARES				
PROJECT#:					022353					
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	1,135.36			06/03/21
						AGENCY AWD-CDBG-CV2 CARES				
PROJECT#:					022353					
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	101.90			06/03/21
						CITY EQUIP-CDBG-CV2 CARES				
PROJECT#:					022353					
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	1,017.94			06/03/21
						SCHOOL EQP-CDBG-CV2 CARES				
PROJECT#:					022353					
						ACCOUNT TOTAL	4,115.45	.00	4,115.45	
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2										
1941		12/21	AP	04/29/21	0000000	GORDON FLESCH COMPANY	16,001.00			06/03/21
						LASERFICHE IMPL-CARES CV2				
PROJECT#:					022353					
1941		12/21	AP	09/25/20	0000000	GORDON FLESCH COMPANY	3,999.00			06/03/21
						LASERFICHE IMPL-CARES CV2				
PROJECT#:					022353					
						ACCOUNT TOTAL	20,000.00	.00	20,000.00	
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM										
1922		12/21	AP	04/30/21	0000000	IOWA NORTHLAND REGIONAL CO. O	797.38			06/03/21
						ENTITLEMENT HOME REHAB				
						ACCOUNT TOTAL	797.38	.00	797.38	
						FUND TOTAL	24,946.00	.00	24,946.00	

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FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
1905		12/21 AP		05/25/21	0000000	PETERSON CONTRACTORS	210,057.72			06/03/21
					3227-2021	STREET CONST.				
PROJECT#:		023227								
ACCOUNT TOTAL							210,057.72	.00	210,057.72	
242-1240-431.92-99 HOME & COMMUNITY ENVIRON / STRUCTURE IMPROV & BLDGS										
1905		12/21 AP		05/29/21	0000000	BOULDER CONTRACTING, LLC	14,478.19			06/03/21
					3243-2020	STREET PATCHING RETAINAGE				
PROJECT#:		023243								
ACCOUNT TOTAL							14,478.19	.00	14,478.19	
FUND TOTAL							224,535.91	.00	224,535.91	
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC.	12.04			06/03/21
						#9 WINDOW ENVELOPES				
ACCOUNT TOTAL							12.04	.00	12.04	
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1866		12/21 AP		05/12/21	0000000	FEDERAL EXPRESS	31.42			06/03/21
						SHIPPING-CLARK WIRE				
1866		12/21 AP		05/12/21	0000000	FEDERAL EXPRESS	27.97			06/03/21
						SHIPPING-CLARK WIRE				
ACCOUNT TOTAL							59.39	.00	59.39	
FUND TOTAL							71.43	.00	71.43	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC.	24.09			06/03/21
						#9 WINDOW ENVELOPES				
ACCOUNT TOTAL							24.09	.00	24.09	
258-5531-435.71-04 OFFICE SUPPLIES / TICKETS										
1866		12/21 AP		05/11/21	0000000	PARTEK SOLUTIONS, INC.	2,984.58			06/03/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 258 PARKING FUND									
258-5531-435.71-04 OFFICE SUPPLIES / TICKETS						continued			
PARKING CITATION PAPER,						PLATE SETUP & SHIPPING			
ACCOUNT TOTAL							2,984.58	.00	2,984.58
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES									
1941		12/21 AP		05/31/21	0000000	IPR GROUP, INC	175.00		06/03/21
GATEWAY FEES-MAY'21						(7) PAYSTATIONS			
ACCOUNT TOTAL							175.00	.00	175.00
FUND TOTAL							3,183.67	.00	3,183.67
FUND 261 TOURISM & VISITORS									
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
1899		12/21 AP		04/30/21	0000000	ZLR IGNITION	348.75		06/03/21
						CLIENT ADMIN/MEDIA MNGMNT			IGNITION REPORT
1899		12/21 AP		04/30/21	0000000	ZLR IGNITION	3,327.52		06/03/21
						FACEBOOK/GOOGLE/TWITTER			
1899		12/21 AP		04/06/21	0000000	E & M CONSULTING INC	1,005.95		06/03/21
						ISAE'21 MBRSHIP DIRECTORY			SPLIT W/3 PARTNERS
PROJECT#: 032423									
ACCOUNT TOTAL							4,682.22	.00	4,682.22
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
1899		12/21 AP		05/25/21	0000000	FITKIN POPCORN COMPANY	57.95		06/03/21
						ITEMS SOLD IN FY21			JULY-MAY
1899		12/21 AP		05/17/21	0000000	FITKIN POPCORN COMPANY	100.00		06/03/21
						1 CASE YELLOW PC& 1 WHITE			1 CASE FIT POP ON COB
ACCOUNT TOTAL							157.95	.00	157.95
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1899		12/21 AP		03/31/21	0000000	IOWA TRAVEL INDUSTRY PARTNERS	2,500.00		06/03/21
						FY22 MEMBERSHIP			
ACCOUNT TOTAL							2,500.00	.00	2,500.00
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
1899		12/21 AP		05/20/21	0000000	CITY LAUNDERING CO.	10.00		06/03/21
						MAT SERVICE			
ACCOUNT TOTAL							10.00	.00	10.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261						TOURISM & VISITORS			
						FUND TOTAL	7,350.17	.00	7,350.17
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			
296-6623-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
1923				12/21	AP 05/11/21 0000000	GOODWIN TUCKER GROUP	72.00		06/03/21
						ICE MACHINE REPAIR/REPLAC PHEASANT RIDGE			
PROJECT#:						062516			
						ACCOUNT TOTAL	72.00	.00	72.00
						FUND TOTAL	72.00	.00	72.00
FUND 297						REC FACILITIES CAPITAL			
FUND 298						HEARST CAPITAL			
FUND 311						DEBT SERVICE FUND			
FUND 402						WASHINGTON PARK FUND			
FUND 404						FEMA			
404-1220-431.89-80						MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG			
1879				12/21	AP 05/03/21 0000000	MENARDS-CEDAR FALLS	42.99		06/03/21
						COVID BARRIER 062501			
PROJECT#:						012020			
						ACCOUNT TOTAL	42.99	.00	42.99
						FUND TOTAL	42.99	.00	42.99
FUND 405						FLOOD RESERVE FUND			
FUND 407						VISION IOWA PROJECT			
FUND 408						STREET IMPROVEMENT FUND			
FUND 430						2004 TIF BOND			
430-1220-431.97-82						TIF BOND PROJECTS / STREETScape MAINTENANCE			
1905				12/21	AP 05/25/21 0000000	CUNNINGHAM CONSTRUCTION CO.,	190,772.35		06/03/21
						3242-DWNTWN STREETSCP II			
PROJECT#:						023242			
						ACCOUNT TOTAL	190,772.35	.00	190,772.35
						FUND TOTAL	190,772.35	.00	190,772.35

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GROUP	PO	ACCTG	---TRANSACTION---			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 431	2014	BOND						
FUND 432	2003	BOND						
FUND 433	2001	TIF						
FUND 434	2000	BOND						
FUND 435	1999	TIF						
FUND 436	2012	BOND						
FUND 437	2018	BOND						
FUND 438	2020	BOND FUND						
438-1220-431.98-23		CAPITAL PROJECTS /				GREENHILL RD & S MAIN INT		
1905	12/21	AP 05/18/21	0000000			SHIVE-HATTERY	7,035.66	06/03/21
		3228-GREENHILL/S MAIN INT				SERVICES THRU 05/14/21		
PROJECT#:		023228						
		ACCOUNT TOTAL					7,035.66	.00
		FUND TOTAL					7,035.66	.00
FUND 439	2008	BOND FUND						
FUND 443		CAPITAL PROJECTS						
443-1220-431.94-16		CAPITAL PROJECTS /				CITY HALL REMODEL		
1922	12/21	AP 04/30/21	0000000			EMERGENT ARCHITECTURE	52,800.22	06/03/21
		3231-CITY HALL REMODEL				02/11-04/30/21		
PROJECT#:		023231						
		ACCOUNT TOTAL					52,800.22	.00
443-1220-431.94-33		CAPITAL PROJECTS /				PROPERTY ACQUISITION		
1945	12/21	AP 05/28/21	0000000			HEDLEY, ABBY	300.00	06/03/21
		SECURITY DEPOSIT REFUND				FOR RED HOUSE STUDIO		
1945	12/21	AP 05/28/21	0000000			INDONESIA FULCHER	300.00	06/03/21
		SECURITY DEPOSIT REFUND				FOR RED HOUSE STUDIO		
		ACCOUNT TOTAL					600.00	.00
443-1220-431.94-51		CAPITAL PROJECTS /				POLICE CAPITAL RESERVE		
1942	12/21	AP 12/30/20	0000000			AXON ENTERPRISE, INC.	3,856.68	06/03/21
		TASERS						
		ACCOUNT TOTAL					3,856.68	.00
443-1220-431.98-88		CAPITAL PROJECTS /				ASHWORTH DR TO HUDSON RD		
1905	12/21	AP 05/24/21	0000000			BLACK HAWK CO.ABSTRACT	75.00	06/03/21
		3244-ASHWORTH DR EXT.				4919 HUDSON RD TITLE RPRT		
PROJECT#:		023244						
		ACCOUNT TOTAL					75.00	.00

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 443	CAPITAL PROJECTS					FUND TOTAL	57,331.90	.00	57,331.90
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								
551-6685-426.81-20	PROFESSIONAL SERVICES / HUMANE SOCIETY								
1942	12/21	AP	05/05/21	0000000		WATERLOO, CITY OF	110.25		06/03/21
						DEER DISPOSAL;4/1-4/30/21			
	ACCOUNT TOTAL						110.25	.00	110.25
551-6685-436.72-16	OPERATING SUPPLIES / TOOLS								
1879	12/21	AP	05/04/21	0000000		MENARDS-CEDAR FALLS	20.29		06/03/21
						TOOLS-TRANSFER TRAILER			
	ACCOUNT TOTAL						20.29	.00	20.29
551-6685-436.72-60	OPERATING SUPPLIES / SAFETY SUPPLIES								
1879	12/21	AP	05/13/21	0000000		CINTAS FIRST AID & SAFETY	20.73		06/03/21
						RESTOCK FIRST AID KIT			
	ACCOUNT TOTAL						20.73	.00	20.73
551-6685-436.73-01	OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES								
1920	12/21	AP	05/21/21	0000000		C & C WELDING & SANDBLASTING	166.77		06/03/21
						STEEL-PUSH OUT BALER RAM			
1879	12/21	AP	05/14/21	0000000		O'DONNELL ACE HARDWARE	21.38		06/03/21
						DUCT TAPE,GORILLA TAPE			
	ACCOUNT TOTAL						188.15	.00	188.15
551-6685-436.83-06	TRANSPORTATION&EDUCATION / EDUCATION								
1923	12/21	AP	05/17/21	0000000		NIACC	495.00		06/03/21
						CDL TRAINING 5/10-5/28/21			
						R MARTIN			
	ACCOUNT TOTAL						495.00	.00	495.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN				
1923		12/21	AP	05/21/21	0000000	MIDWEST ELECTRONIC RECOVERY	506.00			06/03/21
						ELECTRONIC RECYCLING				
1923		12/21	AP	05/13/21	0000000	MIDWEST ELECTRONIC RECOVERY	412.80			06/03/21
						ELECTRONIC RECYCLING				
1923		12/21	AP	05/08/21	0000000	LIBERTY TIRE RECYCLING, LLC	547.89			06/03/21
						SCRAP TIRE RECYCLING				
						ACCOUNT TOTAL	1,466.69	.00	1,466.69	
551-6685-436.93-01 EQUIPMENT / EQUIPMENT										
1924		12/21	AP	05/24/21	0000000	BADGER TRUCK & AUTO GROUP	80,585.00			06/03/21
						GARBAGE TRUCK #2185				
						ACCOUNT TOTAL	80,585.00	.00	80,585.00	
						FUND TOTAL	82,886.11	.00	82,886.11	
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
1890		12/21	AP	05/20/21	0000000	CINTAS FIRST AID & SAFETY	34.92			06/03/21
						RESTOCK FIRST AID KIT				
1890		12/21	AP	05/13/21	0000000	CAMPBELL SUPPLY WATERLOO	67.80			06/03/21
						SAFETY GLASSES				
1890		12/21	AP	05/10/21	0000000	CAMPBELL SUPPLY WATERLOO	291.56			06/03/21
						GLOVES AND GLASSES				
						ACCOUNT TOTAL	394.28	.00	394.28	
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1890		12/21	AP	05/08/21	0000000	UNITED PARCEL SERVICE	9.52			06/03/21
						CARTRIDGE RETURN				
						ACCOUNT TOTAL	9.52	.00	9.52	
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
1924		12/21	AP	05/18/21	0000000	CRITEX LLC	2,973.73			06/03/21
						PLASTIC RISER & CUTTING				
1920		12/21	AP	05/12/21	0000000	BENTON'S READY MIX CONCRETE, FOUNTAINS WAY	786.50			06/03/21
						CONCRETE-BOX OUT				
1920		12/21	AP	05/12/21	0000000	BENTON'S READY MIX CONCRETE, BARNETT	544.50			06/03/21
						CONCRETE-BOX OUTS				
1924		12/21	AP	05/11/21	0000000	STETSON BUILDING PRODUCTS LLC	98.14			06/03/21
						TUBE FOR MANHOLE FORM				
1879		12/21	AP	05/06/21	0000000	BENTON'S READY MIX CONCRETE,	605.00			06/03/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 552 SEWER RENTAL FUND										
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS						continued				
						BOX OUT CONCRETE MARYHILL				
1924		12/21 AP		05/04/21	0000000	STETSON BUILDING PRODUCTS LLC	449.92			06/03/21
						SEALANT & WATERSTOP FOR BOX-OUTS				
1924		12/21 AP		05/03/21	0000000	STETSON BUILDING PRODUCTS LLC	147.21			06/03/21
						TUBE FOR BOX OUT				
ACCOUNT TOTAL							5,605.00	.00		5,605.00
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1890		12/21 AP		05/17/21	0000000	MUNICIPAL PIPE TOOL CO., INC.	80,739.49			06/03/21
						SEWER LINING				
		PROJECT#:		023253						
ACCOUNT TOTAL							80,739.49	.00		80,739.49
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE										
1905		12/21 AP		05/21/21	0000000	SNYDER & ASSOCIATES, INC.	1,144.13			06/03/21
						3182-OAK PARK SEWER REPL. SERVICES THRU 04/30/21				
		PROJECT#:		023182						
ACCOUNT TOTAL							1,144.13	.00		1,144.13
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
1890		12/21 AP		05/13/21	0000000	MIDLAND SCIENTIFIC, INC.	458.76			06/03/21
						LAB SUPPLIES				
1890		12/21 AP		05/11/21	0000000	MIDLAND SCIENTIFIC, INC.	352.59			06/03/21
						LAB SUPPLIES				
1890		12/21 AP		05/11/21	0000000	MIDLAND SCIENTIFIC, INC.	94.74			06/03/21
						LAB SUPPLIES				
ACCOUNT TOTAL							906.09	.00		906.09
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1890		12/21 AP		05/19/21	0000000	O'DONNELL ACE HARDWARE	36.42			06/03/21
						CLEANERS, ADAPTER, LUBE, COUPLING				
1890		12/21 AP		05/17/21	0000000	O'DONNELL ACE HARDWARE	70.75			06/03/21
						SAW BLADES				
1890		12/21 AP		05/14/21	0000000	CAMPBELL SUPPLY WATERLOO	1,111.16			06/03/21
						WISE, SLINGS				
1890		12/21 AP		05/14/21	0000000	O'DONNELL ACE HARDWARE	39.37			06/03/21
						ROPES, CORDS, HOSE				
1890		12/21 AP		05/13/21	0000000	MENARDS-CEDAR FALLS	1,239.74			06/03/21
						PLYWOOD AND LUMBER				
1924		12/21 AP		05/12/21	0000000	P & K MIDWEST, INC.	4,260.65			06/03/21
						60" BROOM FOR PWO3229				

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT ----
FUND 552 SEWER RENTAL FUND									
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
1890		12/21	AP	05/11/21	0000000	JOHNSTONE SUPPLY OF WATERLOO ELEC SUPPLIES	4.43		06/03/21
1890		12/21	AP	05/11/21	0000000	JOHNSTONE SUPPLY OF WATERLOO MOTOR	112.21		06/03/21
1890		12/21	AP	05/10/21	0000000	JOHNSTONE SUPPLY OF WATERLOO BLOWER/MOTOR	163.93		06/03/21
1890		12/21	AP	05/07/21	0000000	CRESCENT ELECTRIC ELEC PANEL	188.39		06/03/21
1890		12/21	AP	05/07/21	0000000	WBC MECHANICAL, INC.	199.88		06/03/21
1890		12/21	AP	05/06/21	0000000	O'DONNELL ACE HARDWARE HEAT EXCHANGE PARTS	36.90		06/03/21
1890		12/21	AP	05/04/21	0000000	GRAINGER PARTS GLASS CLEANER	11.20		06/03/21
1890		12/21	AP	04/27/21	0000000	VAN METER, INC. EYE BOLTS	82.72		06/03/21
						MASTIC TAPE			
ACCOUNT TOTAL							7,557.75	.00	7,557.75
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1890		12/21	AP	05/17/21	0000000	CITY LAUNDERING CO. RUGS	38.75		06/03/21
1890		12/21	AP	04/19/21	0000000	CITY LAUNDERING CO. RUGS	38.75		06/03/21
ACCOUNT TOTAL							77.50	.00	77.50
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
1890		12/21	AP	10/13/20	0000000	TESTAMERICA LABORATORIES, INC LAB TESTS	411.98		06/03/21
1890		12/21	AP	09/13/20	0000000	TESTAMERICA LABORATORIES, INC LAB TESTS	816.35		06/03/21
1890		12/21	AP	09/10/20	0000000	TESTAMERICA LABORATORIES, INC LAB TESTS	816.33		06/03/21
ACCOUNT TOTAL							2,044.66	.00	2,044.66
FUND TOTAL							98,478.42	.00	98,478.42

FUND 553 2004 SEWER BOND

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	9.63			06/03/21
ACCOUNT TOTAL							9.63	.00	9.63	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
1920		12/21 AP		05/21/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-CATCH BASIN FOUR WINDS DR	167.00			06/03/21
1920		12/21 AP		05/20/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-CATCH BASIN FOUR WINDS DR	208.75			06/03/21
1924		12/21 AP		05/18/21	0000000	UTILITY EQUIPMENT COMPANY STORM WATER CASTINGS	6,670.90			06/03/21
ACCOUNT TOTAL							7,046.65	.00	7,046.65	
FUND TOTAL							7,056.28	.00	7,056.28	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1941		12/21 AP		05/21/21	0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	9.63			06/03/21
ACCOUNT TOTAL							9.63	.00	9.63	
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1941		12/21 AP		05/11/21	0000000	MARCO TECHNOLOGIES LLC NW7128 PROF.SRV.TIME DR TESTING	1,050.00			06/03/21
ACCOUNT TOTAL							1,050.00	.00	1,050.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1941		12/21 AP		05/26/21	0000000	GORDON FLESCH COMPANY COPIERS/24629-MPS01/MAY21 5/22-6/21&OVR2/22-5/21	1,867.56			06/03/21
ACCOUNT TOTAL							1,867.56	.00	1,867.56	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1941		12/21 AP		04/29/21	0000000	GORDON FLESCH COMPANY ACCOUNT CORRECTION LASERFICHE IMPLEMENTATION		16,001.00		06/03/21
1941		12/21 AP		09/25/20	0000000	GORDON FLESCH COMPANY ACCOUNT CORRECTION LASERFICHE DOCUMENT MGMT		3,999.00		06/03/21
ACCOUNT TOTAL							.00	20,000.00	20,000.00-	

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 606 DATA PROCESSING FUND									
FUND TOTAL							2,927.19	20,000.00	17,072.81-
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
1866		12/21	AP	05/10/21	0000000	HOLMES MURPHY & ASSOCIATES LL BENEFITS COUNSULTING SERV JUNE 2021	2,416.74		06/03/21
ACCOUNT TOTAL							2,416.74	.00	2,416.74
FUND TOTAL							2,416.74	.00	2,416.74
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1920		12/21	AP	05/24/21	0000000	CONSOLIDATED ENERGY COMPANY	587.95		06/03/21
1923		12/21	AP	05/24/21	0000000	GASOHOL-GREENWOOD CEMETRY SAM ANNIS & CO.	30.15		06/03/21
1923		12/21	AP	05/20/21	0000000	PROPANE REFILL MANSFIELD OIL COMPANY	14,998.42		06/03/21
1920		12/21	AP	05/18/21	0000000	DIESEL-BLUFF STREET CONSOLIDATED ENERGY COMPANY	606.39		06/03/21
1920		12/21	AP	05/11/21	0000000	DIESEL FUEL-GREENWOOD CEMETERY DICK'S PETROLEUM COMPANY	1,758.64		06/03/21
1879		12/21	AP	04/30/21	0000000	SLOW PUMP REPAIR-BLUFF AIRGAS USA, LLC WELDING GAS	67.60		06/03/21
ACCOUNT TOTAL							18,049.15	.00	18,049.15
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1879		12/21	AP	05/13/21	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID KIT	18.44		06/03/21
ACCOUNT TOTAL							18.44	.00	18.44
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1923		12/21	AP	05/25/21	0000000	KELTEK INCORPORATED	1,666.19		06/03/21
1920		12/21	AP	05/20/21	0000000	WARNING LIGHTS #239 C & C WELDING & SANDBLASTING	918.06		06/03/21
1920		12/21	AP	05/14/21	0000000	DOOR STEPS #670 C & C WELDING & SANDBLASTING	1,783.18		06/03/21
1920		12/21	AP	05/14/21	0000000	STEEL-GUARD/FLOOR #340 ECHO GROUP, INC. CHARGER-#239	90.95		06/03/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued				
1923		12/21 AP		05/11/21	0000000	FORCE AMERICA DISTRIBUTING LL	408.88			06/03/21
						PUMP SHUT OFF VALVE # 246				
1879		12/21 AP		05/07/21	0000000	MENARDS-CEDAR FALLS	77.98			06/03/21
						SIDE BOARDS FOR #278				
1923		12/21 AP		05/07/21	0000000	LAWSON PRODUCTS, INC.	1,172.39			06/03/21
						MISC SHOP SUPPLIES				
1920		12/21 AP		01/01/21	0000000	DAN DEERY MOTOR	284.34			06/03/21
						SPARE KEY/REMOTE				
						ACCOUNT TOTAL	6,401.97	.00		6,401.97
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
1920		12/21 AP		05/20/21	0000000	CITY LAUNDERING CO.	35.00			06/03/21
						SHOP TOWELS				
						ACCOUNT TOTAL	35.00	.00		35.00
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
1923		12/21 AP		05/19/21	0000000	PRO-LINER	300.00			06/03/21
						UNDERCOATING #514				
						ACCOUNT TOTAL	300.00	.00		300.00
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES										
1924		12/21 AP		05/03/21	0000000	TRISTATE TRUCK EQUIPMENT	16,069.95			06/03/21
						NEW BOX INSTALLED ON 2170				
						ACCOUNT TOTAL	16,069.95	.00		16,069.95
						FUND TOTAL	40,874.51	.00		40,874.51
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
1866		12/21 AP		05/17/21	0000000	ARTHUR J. GALLAGHER RISK MGMT	4,487.00			06/03/21
						20/21 CRIME RENEWAL				
						7/01/20-07/01/23 2 OF 3				
						ACCOUNT TOTAL	4,487.00	.00		4,487.00
						FUND TOTAL	4,487.00	.00		4,487.00

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CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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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	881,124.01	23,549.51	857,574.50