



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, APRIL 17, 2023
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of April 3, 2023.

Agenda Revisions

Special Presentations

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

Staff Updates

Special Order of Business

2. Hearing on a complaint issued to Baba Fareed LLC, d/b/a Great Wall China, 2125 College Street, Suite D, for a first tobacco violation.
 - a) Oral comments.
 - b) Approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding Great Wall China, 2125 College Street, Suite D.
3. Hearing on a complaint issued to Cedar Sky, Inc., d/b/a Bani's, 2128 College Street, for a third tobacco violation.
 - a) Oral comments.
 - b) Approve and authorize execution of an Order Assessing Penalty relative to a Third Tobacco Violation regarding Bani's, 2128 College Street.
4. Public hearing on the proposed FY2024 Budget for the City of Cedar Falls.
 - a) Receive and file proof of publication of notice of hearing. (Notice published April 5, 2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the FY2024 Budget for the City of Cedar Falls.

5. Public hearing to consider entering into a proposed Purchase, Sale and Development Agreement and Minimum Assessment Agreement; and to consider conveyance of city-owned real estate to CF Storage, LLC.
- a) Receive and file proof of publication of notice of hearing. (Notice published 04/07/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing execution of a Purchase, Sale, and Development Agreement and Minimum Assessment Agreement, approving and authorizing execution of a Deed Without Warranty conveying certain city-owned real estate to CF Storage, LLC.
6. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Ashworth Drive Roadway Expansion Project.
- a) Receive and file proof of publication of notice of hearing. (Notice published 04/07/2023)
 - 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 Ashworth Drive Roadway Expansion Project.
7. Public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses in the Downtown Character District (CD-DT).
- a) Receive and file proof of publication of notice of hearing. (Notice published 04/07/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses in the Downtown Character District (CD-DT), upon its first consideration.
8. Public hearing on the proposed rezoning from A-1, Agricultural District to R-1, Residence District approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road.
- a) Receive and file proof of publication of notice of hearing. (Notice published 04/07/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending the Zoning Map by removing approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road from A-1, Agricultural District and placing the same in the R-1, Residence District, upon its first consideration.

9. Public hearing on the proposed rezoning from A-1, Agricultural District to R-2, Residence District approximately 14.43 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue.
- a) Receive and file proof of publication of notice of hearing. (Notice published 04/07/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Pass an ordinance amending the Zoning Map by removing approximately 14.43 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue from A-1, Agricultural District and placing the same in the R-2, Residence District, upon its first consideration.

Old Business

10. Pass Ordinance #3025, amending Chapter 26, Zoning, of the Code of Ordinances relative to establishing procedures for Planning & Zoning Commission review and City Council approval of site plans in the Downtown Character District (CD-DT), upon its third & final consideration. (5 aye votes required due to denial by the Planning & Zoning Commission)
11. Pass Ordinance #3026, amending Chapter 26, Zoning, of the Code of Ordinances relative to conditional use for adaptive reuse of defunct institutional buildings, upon its second consideration.

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

12. Receive and file the City Council Standing Committee minutes of April 3, 2023 relative to the following items:
a) "Low Mow May" Presentation.
b) FY2024 Budget Presentation.
13. Approve a proclamation recognizing May 2023 as National Bike Month, May 3, 2023 as Bike to School Day, May 15-21, 2023 as Bike to Work Week, and May 17, 2023 as National Ride in Silence Day.
14. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
a) MaryJane McCollum, Board of Rental Housing Appeals, term ending 05/01/2027.
b) Bruce Wingert, Board of Rental Housing Appeals, term ending 05/01/2027.
15. Approve an Order Accepting Acknowledgment/Settlement Agreement with BSE, Inc., d/b/a Prime Mart, 2323 Main Street, for a first tobacco violation.
16. Approve the following applications for retail alcohol licenses:
a) Berk's Main Street Pub, 207 Main Street, Class C retail alcohol - renewal.
b) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service – renewal.
c) Suds, 2223 ½ College Street, Class C retail alcohol & outdoor service – renewal.
d) The Horny Toad American Bar & Grille, 204 Main Street, Class C retail alcohol – renewal.
e) ZSAVOOZ, 206 Brandilynn Boulevard, Class C retail alcohol & outdoor service – renewal.
f) Walgreens, 2509 Whitetail Drive, Class E retail alcohol - renewal.
g) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - temporary expansion of outdoor service area.

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.)

17. Resolution Calendar with items considered separately.
- [18.](#) Resolution rescheduling the regularly scheduled City Council meeting of July 3, 2023 to July 17, 2023.
- [19.](#) Resolution approving and authorizing execution of a contract for West Proflex with West Publishing Corporation relative to legal research service conducted by the City Attorney.
- [20.](#) Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 2.35 acres of property located at 2603 South Union Road relative to expansion of the West Viking Road Industrial Park.
- [21.](#) Resolution approving and authorizing execution of a First Amendment to the Service/Product Agreement for Federally Funded Project with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services for activities relative to FY2023 (FFY2022) Community Development Block Grant (CDBG) and HOME funding project delivery.
- [22.](#) Resolution approving the Gateway Business Park Lot 2 Minor Subdivision Plat, a replat of Lot 2 of Gateway Business Park at Cedar Falls 1.
- [23.](#) Resolution approving and authorizing expenditure of funds for the purchase of a cutter for the Cedar Heights Lift Station.
- [24.](#) Resolution approving and authorizing execution of a contract with Quality Striping, Inc. relative to 2023 pavement marking services.
- [25.](#) Resolution approving and authorizing expenditure of funds for the purchase of a Street Paint Line Striping Unit for the Traffic Operations Section.
- [26.](#) Resolution approving and authorizing execution of a Service/Product Agreement with Lehman Trucking & Excavating Inc. for demolition of structures relative to the Main Street Reconstruction project.
- [27.](#) Resolution approving and accepting a Warranty Deed, in conjunction with the Main Street Reconstruction Project.
- [28.](#) Resolution receiving and filing, and rejecting the only bid received for the North Cedar Heights Area Reconstruction Project - Phase 1.
- [29.](#) Resolution approving the Certificate of Completion and accepting the work of Owen Contracting, Inc. for the Cyber Lane Extension Project.
- [30.](#) Resolution receiving and filing, and setting May 1, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project - Phase 1A.

Allow Bills and Claims

- [31.](#) Allow Bills and Claims for April 17, 2023.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, APRIL 4, 2023
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 8:14 P.M. on the above date. Members present: Schultz, deBuhr, Kruse (via video conference), Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.
- 54220 - It was moved by Harding and seconded by Ganfield that the minutes of the Regular Meeting of March 20, 2023 be approved as presented and ordered of record. Motion carried unanimously.
- 54221 - Brian Wingert, 2110 Flynn Drive, spoke in support of agenda item #25.
- 54222 - Mayor announced the Public Safety Recognition Ceremony to be held Wednesday, April 5th. Public Safety Director Berte provided details of the event.
- 54223 - Mayor Green announced that in accordance with the public notice of March 21, 2023, this was the time and place for a public hearing on the proposed maximum levy for affected property tax levies for FY2024. It was then moved by Ganfield and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54224 - The Mayor then asked if there were any written communications filed to the proposal. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a summary of the proposed levy. There being no one else present wishing to speak about the proposal, the Mayor declared the hearing closed and passed to the next order of business.
- 54225 - It was moved by Harding and seconded by Dunn that Resolution #23,107, approving and adopting the maximum levy for affected property tax levies for FY2024, be adopted. Following a comment by Councilmember deBuhr, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: Sires Motion carried. The Mayor then declared Resolution #23,107 duly passed and adopted.
- 54226 - Mayor Green announced that in accordance with the public notice of March 24, 2023, this was the time and place for a public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to conditional use for adaptive reuse of defunct institutional buildings. It was then moved by Ganfield and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54227 - The Mayor then asked if there were any written communications filed to the

proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner I Sevy provided a brief summary of the proposed amendments. Following supportive comments by Oakridge Realtor Steven Jordan, 3313 Terrace Drive, and property owner Chad Welch, 6701 Strayer Road, the Mayor declared the hearing closed and passed to the next order of business.

54228 - It was moved by Ganfield and seconded by Dunn that Ordinance #3026, amending Chapter 26, Zoning, of the Code of Ordinances relative to conditional use for adaptive reuse of defunct institutional buildings, be passed upon its first consideration. Following comments and questions by Councilmembers Sires, Schultz, Dunn, deBuhr and Kruse, and Mayor Green, and responses by Planner I Sevy and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

54229 - It was moved by deBuhr and seconded by Ganfield that Ordinance #3025, amending Chapter 26, Zoning, of the Code of Ordinances relative to establishing procedures for Planning & Zoning Commission review and City Council approval of site plans in the Downtown Character District (CD-DT), be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires. Nay: Schultz, Dunn. Motion carried.

54230 - It was moved by Harding and seconded by Ganfield that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of March 20, 2023 relative to the following items:

- a) Review snow removal practices and policies.
- b) Code Enforcement – private snow removal code revisions discussion.

Approve the following proclamations:

- a) Recognizing April 2023 as Fair Housing Month.
- b) Recognizing April 26, 2023 as Administrative Professionals Day.

Receive and file Departmental Monthly Reports of February 2023.

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

- a) Hy-Vee Fast & Fresh, 6527 University Avenue.
- b) Hy-Vee Food Store, 6301 University Avenue.

Approve the following Order Accepting Acknowledgment/Settlement Agreements with the following establishments for first tobacco violations:

- a) National Cigar Store, d/b/a Hill Street News & Tobacco, 2217 College Street.
- b) Gracious Food, LLC, d/b/a King Star, 2228 Lincoln Street.
- c) Kram Company, Inc., d/b/a The Landmark, 107 Main Street.

Approve the following applications for retail alcohol licenses:

- a) Luxe Nail Bar, 5907 University Avenue, Class C retail alcohol - renewal.
- b) Mary Lou's Bar & Grill, 2719 Center Street, Class C retail alcohol & outdoor service - renewal.
- c) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – temporary expansion of outdoor service area. (May 26, June 16-17, June 23-24, and July 21-22, 2023)
- d) Happy's Wine & Spirits, 5925 University Avenue, Special Class C retail alcohol & outdoor service – 14 day permit.

Motion carried unanimously.

54231 - It was moved by deBuhr and seconded by Harding to approve a proclamation recognizing May 2023 as Low Mow May. Following comments and questions by Councilmembers deBuhr, Sires, Dunn, Harding, Schultz, Kruse and Ganfield, and Mayor Green, the motion carried 4-3, with deBuhr, Ganfield and Sires voting Nay.

54232 - It was moved by Dunn and seconded by Schultz that the following resolutions be introduced and adopted:

Resolution #23,108, approving the recommendation of the Director of Public Safety Services and City Administrator relative to the appointment of an Acting Fire Chief.

Resolution #23,109, approving and authorizing execution of five Participation Agreements involving Allergan, CVS, Teva, Walgreens and Walmart relative to a national opioid settlement.

Resolution #23,110, approving and authorizing execution of Contract Amendment #1 to the Linen Services Agreement with Aramark Uniform Services.

Resolution #23,111, approving and authorizing execution of a Service Order with USCC Services, LLC (UScellular) relative to providing cellular service for the City.

Resolution #23,112, approving and accepting a Warranty Deed, in conjunction with the expansion of the West Viking Road Industrial Park.

Resolution #23,113, approving and accepting two Warranty Deeds, in conjunction with the Main Street Reconstruction Project.

Resolution #23,114, approving and accepting five Warranty Deeds, in conjunction with the Cedar Heights Drive Reconstruction Project.

Resolution #23,115, approving and accepting the contract and bond of Municipal Pipe Tool Company LLC for the 2023 Sanitary Sewer Rehabilitation Project.

Resolution #23,116, approving and accepting the contract and bond of Peterson Contractors, Inc. for the 2023 Street Construction Project.

Resolution #23,117, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates for design services relative to the West Viking Road Industrial Park Expansion Phase II.

Resolution #23,118, setting April 17, 2023 as the date of public hearing on the proposed FY2024 Budget for the City of Cedar Falls.

Resolution #23,119, receiving and filing, and setting April 17, 2023 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Ashworth Drive Roadway Expansion Project.

Resolution #23,120, setting April 17, 2023 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to signage for Civic/Institutional Uses in the Downtown Character District (CD-DT).

Resolution #23,121, setting April 17, 2023 as the date of public hearing on the proposed rezoning from A-1, Agricultural District to R-1, Residence District approximately 3 acres of property located west of the Hudson Road & Ashworth Drive intersection, f/n/a 4919 Hudson Road.

Resolution #23,122, setting April 17, 2023 as the date of public hearing on the proposed rezoning from A-1, Agricultural District to R-2, Residence District approximately 14 acres of property located north of Black Hawk Park Addition and west of Cypress Avenue

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,108 through #23,122 duly passed and adopted.

54233 - It was moved by Ganfield and seconded by deBuhr that Resolution #23,123, approving the preliminary plat of Hidden Pines, be adopted. Following questions by Councilmembers Ganfield and deBuhr, comments by Homebuilders Association of the Cedar Valley Representative Bob Manning, and responses by Planning & Community Services Manager Howard, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,123 duly passed and adopted.

54234 - It was moved by Dunn and seconded by Harding that Resolution #23,124, approving and accepting a Public Sanitary Sewer Easement, in conjunction with the preliminary plat of Hidden Pines, be adopted. Following a question by Councilmember Ganfield and response by Planning & Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,124 duly passed and adopted.

- 54235 - It was moved by Harding and seconded by Schultz that Resolution #23,125, setting April 17, 2023 as the date of public hearing to consider entering into a proposed Purchase, Sale and Development Agreement, and to consider conveyance of certain city-owned real estate to CF Storage, LLC, be adopted. Following questions and comments by Councilmembers Kruse, Ganfield, Harding, deBuhr, and Schultz, and responses by City Attorney Rogers, Mayor Green and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn. Nay: None. Abstain: Sires. Motion Carried. The Mayor then declared Resolution #23,125 duly passed and adopted.

- 54236 - It was moved by Ganfield and seconded by Harding that the bills and claims of April 3, 2023 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

- 54237 - Councilmember Ganfield expressed support for a municipal fireworks display for the 4th of July and encouraged the public to come forward with a plan.

- 54238 - It was moved by Kruse and seconded by Dunn to refer to the Community Development Committee discussion of the policy regarding prairie plantings in city right-of-way. Motion carried unanimously.

It was moved by Kruse and seconded by Ganfield to refer to the Community Development Committee discussion of promoting beekeeping areas in the city, including flood buyout property. Following questions and comments by Councilmembers Dunn, Kruse and Schultz, and responses by Community Development Director Sheetz and Mayor Green, Councilmember Kruse withdrew the motion.

- 54239 - It was moved by Ganfield and seconded by Dunn that the meeting be adjourned at 9:03 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

BEFORE THE CEDAR FALLS CITY COUNCIL

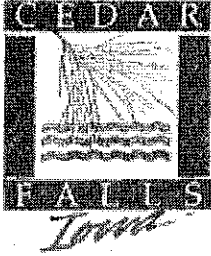
IN RE:
Baba Fareed LLC d/b/a Great Wall China
2125 College Street, Suite D
Cedar Falls, IA 50613

ORDER
ASSESSING PENALTY
FIRST VIOLATION

On this _____ day of _____, 2023, after a public hearing on the matter, the Cedar Falls City Council finds that based upon evidence submitted by the City Attorney's Office, the above-captioned permittee committed a violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

THEREFORE, the Cedar Falls City Council hereby orders that a civil penalty in the amount of \$300.00 be remitted by the above-captioned permittee, to the City of Cedar Falls, check made payable to the "City of Cedar Falls" on or before 30 days from date of this order. This sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). Be advised that failure to pay the civil penalty by this date shall result in the automatic permit suspension for a period of fourteen (14) days.

Robert M. Green, Mayor
City of Cedar Falls, Iowa



DEPARTMENT OF ADMINISTRATIVE SERVICES

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

March 3, 2023

Baba Fareed LLC
 610 Iowa Street
 Cedar Falls, IA 50613

Re: 2/06/23 Tobacco Violation
 Great Wall China, 2125 College Street, Suite D, Cedar Falls, Iowa

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on April 17, 2023, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Samuel C. Anderson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Samuel C. Anderson
 Assistant City Attorney

IN RE:
Baba Fareed LLC d/b/a Great Wall China
2125 College Street, Suite D
Cedar Falls, IA 50613

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about February 6, 2023, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Complaint and court docket are attached and incorporated herein as Exhibit A.
4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty in the

amount of Three Hundred and No/100 Dollars (\$300.00) against Baba
Fareed LLC d/b/a Great Wall China.



Samuel C. Anderson
Assistant City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704
(319) 232-6555

Original to:
Baba Fareed LLC d/b/a Great Wall China
610 Iowa Street
Cedar Falls, IA 50613

Copy to:
Lt. O'Neill
Cedar Falls Police Department
4600 Main Street
Cedar Falls, IA 50613

Jacque Danielsen
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613



Case Number: STA0227557 Case Title: STATE vs. SHAIKH QURESHI, GHULAM FAROOQ

Opened: 02-07-2023

County: Black Hawk

Case Type: Scheduled Traffic - State Judge:

Prayer Amount: \$.00

Show/Hide Participants

Plaintiff[s]

Counsel of Record

STATE OF IOWA

IA

Defendant[s]

Counsel of Record

GHULAM FAROOQ SHAIKH QURESHI

610 IOWA ST

CEDAR FALLS, IA 50613

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2023-02-06	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date

Case History

03-02-2023 08:42:11 AM Court	VIOLATIONS HANDLED BY CLERK Filed by: Court
02-07-2023 11:59:00 AM Court	TRAFFIC TICKET FILING Filed by: Court

BEFORE THE CEDAR FALLS CITY COUNCIL

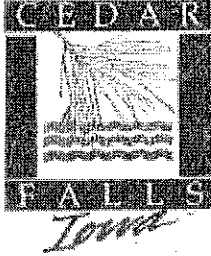
IN RE:
Cedar Sky, Inc. d/b/a Bani's
2128 College Street
Cedar Falls, IA 50613

ORDER
ASSESSING PENALTY
THIRD VIOLATION

ON this _____ day of _____, 2023, after a public hearing on the matter, the Cedar Falls City Council finds that based upon evidence submitted by the City Attorney's Office, the above-captioned permittee committed a third violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

THEREFORE, the Cedar Falls City Council hereby orders that a civil penalty of a sixty (60) day cigarette permit suspension be executed against the above-captioned permittee effective _____. This sanction will count as a third violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(c).

Robert M. Green, Mayor
City of Cedar Falls, Iowa



DEPARTMENT OF ADMINISTRATIVE SERVICES

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 PHONE 319-232-6600
 FAX 319-268-6126

March 30, 2023

Cedar Sky, Inc. d/b/a Bani's
 2128 College Street
 Cedar Falls, IA 50613

Re: February 6, 2023, Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on April 17, 2023, City Council Chambers, 220 Clay Street in Cedar Falls. The Hearing Complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$1,500.00 civil penalty and a thirty-day cigarette permit suspension prescribed by 453A.22(2)(c), for a third violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

If you wish to settle this case in lieu of the public hearing, you must complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Samuel C. Anderson, City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. Accepting and abiding by the terms of the Acknowledgment/Settlement Agreement will satisfy the penalty for a third violation under Iowa Code Section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Samuel C. Anderson
 Assistant City Attorney

SCA/tad

IN RE:
Cedar Sky, Inc. d/b/a Bani's
2128 College Street
Cedar Falls, IA 50613

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age."
2. Iowa Code Section 453A.22(2)(c) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of \$1,500.00 and a thirty-day cigarette permit suspension for a third violation of Iowa Code Section 453A.2(1).
3. On or about February 6, 2023, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Complaint and Order are attached and incorporated herein.
4. On September 7, 2021, the permittee was issued a sanction for a January 27, 2021, first violation of Iowa Code Section 453A.2. On March 6, 2023, the permittee was issued a sanction for a May 11, 2022, second violation of Iowa Code Section 453A.2.

5. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty of \$1,500.00 and a thirty-day cigarette permit suspension against Cedar Sky, Inc. d/b/a Bani's.



Samuel C. Anderson
Assistant City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555

Original to:
Cedar Sky, Inc. d/b/a Bani's
2128 College Street
Cedar Falls, IA 50613

Copy to:
Lt. O'Neill
Cedar Falls Police Department
4600 Main Street
Cedar Falls, IA 50613

Jacque Daniels
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

<p>STATE OF IOWA</p> <p style="text-align: right;">Plaintiff</p> <p>vs</p> <p>TAMMY MICHELLE LEWIS</p> <p style="text-align: right;">Defendant</p>	<p>Case No: 01071 STA0227558</p> <p>ORDER</p>
---	---

The Court is in receipt of Defendant's verbal plea of GUILTY to the following:

Charge: 01 - 453A.2(1) - EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF

The Court accepts Defendant's plea and assesses the following penalty:

Fine amount \$135.00 plus surcharge and court cost.

The judgment shall be paid at the office of any Clerk of Court, online at www.iowacourts.gov or by phone with the Statewide Payment Center by calling (515)348-4788.

The Defendant is authorized to satisfy financial obligations herein through a plan of payment of \$50.00 every 30 days and every 30 days thereafter until paid in full. The first payment is due within 30 days of today's date. Payments can be made in person at any Clerk of Court office (Black Hawk County Clerk of Court at 316 E. 5th Street, Waterloo, IA 50703), mailing a payment to any Clerk of Court office and placing the case number in the memo line of any check or money order, online at www.iowacourts.gov, or by calling (515) 348-4788 to make a payment over the telephone.

Any outstanding warrant is hereby withdrawn and any bond posted shall be released.

The Defendant received a copy of this order from the Court.

Clerk to notify parties of record.

Dated this 29th day of March, 2023.

E-FILED

STA0227558 - 2023 MAR 29 01:44 PM
CLERK OF DISTRICT COURT

BLACK HAWK
Page 2 of 2



State of Iowa Courts

Case Number
STA0227558
Type:

Case Title
STATE VS. LEWIS, TAMMY MICHELLE
ORDER OF DISPOSITION

So Ordered

A handwritten signature in black ink, appearing to read "Andrew Abbott", written over a horizontal line.

Andrew Abbott, Magistrate
First Judicial District of Iowa

Electronically signed on 2023-03-29 13:44:01



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: April 5, 2023
SUBJECT: FY2024 Budget

Attached are the state budget forms for the FY24 budget. This sets the rate at \$11.45. This rate decreased from the \$11.74 rate that was originally presented to Council. Based on the amendments that the Council discussed at the April 3rd committee meeting, the changes to the budget in the amount of approximately \$600,000 were incorporated into the budget to arrive at the new proposed rate of \$11.45.

The public hearing for Monday night is the second hearing as required by the new state requirements. This hearing actually approves the FY24 budget. The budget, as presented and taking into account the \$11.45 rate, will cause a .43% increase on residential properties, a .52% decrease on commercial & industrial properties, and a 14.72% decrease on multi-residential properties.

Along with the state required forms, is the summary sheet summarizing the budget impacts. Once the budget is adopted by the City Council, the final budget document will be distributed and also published on our website.

If you have any questions about the budget or the budget process, please feel free to contact me.

Property Tax Impacts - FY24

	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Multi-Residential</u>
Assessed Value	\$ 100,000	\$ 500,000	\$ 1,000,000	\$ 500,000
FY23 Rollback	54.13%	90.00%	90.00%	63.75%
Rollback Value	\$ 54,130	\$ 450,000	\$ 900,000	\$ 318,750
FY23 Tax Rate	11.510	11.510	11.510	11.510
FY23 Taxes Paid	\$ 623.04	\$ 5,179.50	\$ 10,359.00	\$ 3,668.81
FY24 Value	\$ 100,000	\$ 500,000	\$ 1,000,000	\$ 500,000
Revaluation	0.00%	0.00%	0.00%	0.00%
Assessed Value	\$ 100,000	\$ 500,000	\$ 1,000,000	\$ 500,000
FY24 Rollback	54.65%	90.00%	90.00%	54.65%
Rollback Value	\$ 54,650	\$ 450,000	\$ 900,000	\$ 273,251
FY24 Tax Rate	11.450	11.450	11.450	11.450
FY24 Taxes Paid	\$ 625.74	\$ 5,152.50	\$ 10,305.00	\$ 3,128.72
(Projected)				
Change in Taxes Paid	\$ 2.71	\$ (27.00)	\$ (54.00)	\$ (540.09)
Percentage Change	0.43%	-0.52%	-0.52%	-14.72%

FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024
 ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
 The City of: CEDAR FALLS County Name: BLACK HAWK COUNTY
 Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric		City Number: 07-046 Last Official Census: 40,713
Regular	2a	2,068,909,898	2b	2,065,050,971		
DEBT SERVICE	3a	2,282,703,702	3b	2,278,844,775		
Ag Land	4a	6,584,075				

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5 16,758,170	16,726,913	43	8.10000
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500			6	0	44	0.00000
Opr & Maint publicly owned Transit	0.95000			7 474,340	473,454	45	0.22927
Rent, Ins. Maint of Civic Center	Amt Nec			8	0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500			9	0	47	0.00000
Planning a Sanitary Disposal Project	0.06750			10	0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000			11	0	49	0.00000
Levee Impr. fund in special charter city	0.06750			13	0	51	0.00000
Liability, property & self insurance costs	Amt Nec			14 312,770	312,194	52	0.15118
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462 1,104,190	1,102,138	465	0.53371
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500			15 35,000	34,941	53	0.01692
Memorial Building	0.81000			16	0	54	0.00000
Symphony Orchestra	0.13500			17	0	55	0.00000
Cultural & Scientific Facilities	0.27000			18	0	56	0.00000
County Bridge	As Voted			19	0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000			20	0	58	0.00000
Aid to a Transit Company	0.03375			21	0	59	0.00000
Maintain Institution received by gift/devise	0.20500			22	0	60	0.00000
City Emergency Medical District	1.00000			463	0	466	0.00000
Support Public Library	0.27000			23 558,606	557,564	61	0.27000
Unified Law Enforcement	1.50000			24	0	62	0.00000
Total General Fund Regular Levies (5 thru 24)				25 19,243,076	19,207,204		
Ag Land	3.00375			26 19,777	19,777	63	3.00375
Total General Fund Tax Levies (25 + 26)				27 19,262,853	19,226,981		
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000			28	0	64	0.00000
Police & Fire Retirement	Amt Nec			29 1,123,780	1,121,674		0.54317
FICA & IPERS (if general fund at levy limit)	Amt Nec			30 1,623,170	1,620,136		0.78455
Other Employee Benefits	Amt Nec			31 373,620	372,928		0.18059
Total Employee Benefit Levies (29,30,31)				32 3,120,570	3,114,738	65	1.50831
Sub Total Special Revenue Levies (28+32)				33 3,120,570	3,114,738		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		12,759,666	12,759,666	34 49,635	49,635	66	3.88999
SSMID 2		8,048,289	8,048,289	35 22,133	22,133	67	2.75003
SSMID 3		0	0	36	0	68	0.00000
SSMID 4		0	0	37	0	69	0.00000
SSMID 5		0	0	555	0	565	0.00000
SSMID 6		0	0	556	0	566	0.00000
SSMID 7		0	0	1177	0	1179	0.00000
SSMID 8		0	0	1185	0	1187	0.00000
Total Special Revenue Levies				39 3,192,338	3,186,506		
Debt Service Levy 76.10(6)	Amt Nec			40 1,471,350	1,468,852	70	0.64456
Capital Projects (Capital Improv. Reserve)	0.67500			41	0	71	0.00000
Total Property Taxes (27+39+40+41)				42 23,926,541	23,882,339	72	11.45395

(Signature)

(Date)

(County Auditor)

(Date)

FUND BALANCE
City Name: CEDAR FALLS
Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2022									
Beginning Fund Balance July 1	1	10,982,288	47,407,986	0	22,271,757	0	81,239,524	21,781,238	103,020,762
Actual Revenues Except Beg Balance	2	29,386,597	23,286,770	881,966	15,045,237	0	75,317,308	13,012,634	88,329,942
Actual Expenditures Except End Balance	3	28,774,062	23,129,573	1,062,100	14,431,951	0	74,114,424	11,462,965	85,577,389
Ending Fund Balance June 30	4	11,594,823	47,565,183	0	22,885,043	0	82,442,408	23,330,907	105,773,315
Re-Estimated FY 2023									
Beginning Fund Balance	5	11,594,823	47,565,183	0	22,885,043	0	82,442,408	23,330,907	105,773,315
Re-Est Revenues	6	28,815,051	21,699,485	2,111,311	23,391,514	0	81,337,621	13,165,571	94,503,192
Re-Est Expenditures	7	28,815,051	25,367,760	2,192,078	26,388,375	0	88,083,524	13,436,373	101,519,897
Ending Fund Balance	8	11,594,823	43,896,908	0	19,888,182	0	75,696,505	23,060,105	98,756,610
Budget FY 2024									
Beginning Fund Balance	9	11,594,823	43,896,908	0	19,888,182	0	75,696,505	23,060,105	98,756,610
Revenues	10	30,155,240	21,827,990	6,145,440	10,414,470	0	71,089,940	27,176,880	98,266,820
Expenditures	11	30,155,240	28,300,510	6,145,440	22,391,860	0	89,539,850	26,007,650	115,547,500
Ending Fund Balance	12	11,594,823	37,424,388	0	7,910,792	0	57,246,595	24,229,335	81,475,930

LOCAL EMC SUPPORT

City Name: CEDAR FALLS

Fiscal Year: July 1, 2023 - June 30, 2024

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	1,104,190	0
Support of a Local Emerg. Mgmt. Comm.	1,104,190	1,102,138
TOTAL FOR FY 2024	1,104,190	1,102,138

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: CEDAR FALLS
Fiscal Year July 1, 2022 - June 30, 2023

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY									
Police Department/Crime Prevention	1	6,097,322	1,020,803					7,118,125	6,833,633
Jail	2							0	0
Emergency Management	3	576,590						576,590	463,574
Flood Control	4							0	0
Fire Department	5	3,683,538	663,130					4,346,668	4,460,546
Ambulance	6							0	0
Building Inspections	7	1,037,570						1,037,570	941,072
Miscellaneous Protective Services	8							0	0
Animal Control	9	123,000						123,000	115,426
Other Public Safety	10	38,000						38,000	75,940
TOTAL (lines 1 - 10)	11	11,556,020	1,683,933			0		13,239,953	12,890,191
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12		16,827,610					16,827,610	14,664,103
Parking - Meter and Off-Street	13		290,316					290,316	280,883
Street Lighting	14							0	0
Traffic Control and Safety	15							0	0
Snow Removal	16							0	0
Highway Engineering	17	1,626,282						1,626,282	1,510,083
Street Cleaning	18							0	0
Airport (if not Enterprise)	19							0	0
Garbage (if not Enterprise)	20							0	0
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22	1,626,282	17,117,926			0		18,744,208	16,455,069
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24		15,000					15,000	12,776
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26	13,000						13,000	13,000
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	0
TOTAL (lines 23 - 29)	30	13,000	15,000			0		28,000	25,776
CULTURE & RECREATION									
Library Services	31	2,192,049						2,192,049	2,150,340
Museum, Band and Theater	32	570,807	25,000					595,807	549,422
Parks	33	1,830,822	70,000					1,900,822	1,559,696
Recreation	34	2,358,798	395,000					2,753,798	1,653,918
Cemetery	35	438,335						438,335	390,910
Community Center, Zoo, & Marina	36		54,272					54,272	55,461
Other Culture and Recreation	37	75,000	590,487					665,487	704,149
TOTAL (lines 31 - 37)	38	7,465,811	1,134,759			0		8,600,570	7,063,896

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: CEDAR FALLS
Fiscal Year July 1, 2022 - June 30, 2023

		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
GOVERNMENT ACTIVITIES CONT.										
COMMUNITY & ECONOMIC DEVELOPMENT										
39	Community Beautification		93,456						93,456	329,668
40	Economic Development								0	0
41	Housing and Urban Renewal		1,485,397						1,485,397	2,169,576
42	Planning & Zoning	767,035							767,035	613,617
43	Other Com & Econ Development	369,570							369,570	206,221
44	TIF Rebates								0	0
45	TOTAL (lines 39 - 44)	1,136,605	1,578,853	0			0		2,715,458	3,319,082
GENERAL GOVERNMENT										
46	Mayor, Council, & City Manager	892,073							892,073	845,122
47	Clerk, Treasurer, & Finance Adm.	1,704,762							1,704,762	1,592,305
48	Elections								0	42,564
49	Legal Services & City Attorney	413,031							413,031	369,265
50	City Hall & General Buildings	994,385							994,385	852,248
51	Tort Liability	249,340							249,340	115,210
52	Other General Government	1,171,912	645,422						1,817,334	1,116,782
53	TOTAL (lines 46 - 52)	5,425,503	645,422	0			0		6,070,925	4,933,496
DEBT SERVICE										
54	Gov Capital Projects				2,192,078				2,192,078	1,062,100
55	TIF Capital Projects					15,686,745			15,686,745	14,100,931
56	TOTAL CAPITAL PROJECTS					10,701,630			10,701,630	0
57	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	0	0	0	0	26,388,375	0		26,388,375	14,100,931
58	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	27,223,221	22,175,893	0	2,192,078	26,388,375	0		77,979,567	59,850,541
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
59	Water Utility									0
60	Sewer Utility							3,238,873	3,238,873	2,880,469
61	Electric Utility								0	0
62	Gas Utility								0	0
63	Airport								0	0
64	Landfill/Garbage							3,121,300	3,121,300	3,303,874
65	Transit								0	0
66	Cable TV, Internet & Telephone								0	0
67	Housing Authority								0	0
68	Storm Water Utility								0	0
69	Other Business Type (city hosp., ISF, parking, etc.)							1,694,354	1,694,354	686,276
70	Enterprise DEBT SERVICE								481,745	1,520,400
71	Enterprise CAPITAL PROJECTS								2,305,926	1,358,915
72	Enterprise TIF CAPITAL PROJECTS								0	0
73	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)								10,842,198	9,749,934
74	TOTAL ALL EXPENDITURES (lines 58+73)	27,223,221	22,175,893	0	2,192,078	26,388,375	0	10,842,198	88,821,765	69,600,475
75	Regular Transfers Out	1,591,830	3,191,867					2,594,175	7,377,872	9,260,176
76	Internal TIF Loan Transfers Out			5,320,260					5,320,260	6,716,738
77	Total ALL Transfers Out	1,591,830	3,191,867	5,320,260	0		0	2,594,175	12,698,132	15,976,914
78	Total Expenditures and Other Fin Uses (lines 74+77)	28,815,051	25,367,760	5,320,260	2,192,078	26,388,375	0	13,436,373	101,519,897	85,577,389
79	Ending Fund Balance June 30	11,594,823	43,896,908	0	316,592	19,888,182	0	23,060,105	98,756,610	105,773,315

RE-ESTIMATED REVENUES DETAIL
 City Name: CEDAR FALLS
 Fiscal Year July 1, 2022 - June 30, 2023

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2023	ACTUAL 2022
1 Taxes Levied on Property	18,402,956	4,344,837		1,043,861				23,791,654	22,456,567
2 Less: Uncollected Property Taxes - Levy Year								0	0
3 Net Current Property Taxes (line 1 minus line 2)	18,402,956	4,344,837		1,043,861	0			23,791,654	22,456,567
4 Delinquent Property Taxes								0	0
5 TIF Revenues			5,320,260					5,320,260	6,611,377
6 Other City Taxes:									
7 Utility Tax Replacement Excise Taxes	95,372			0				95,372	88,359
8 Utility franchise tax (Iowa Code Chapter 364.2)								0	0
9 Parimutuel wager tax								0	0
10 Gaming wager tax								0	0
11 Mobile Home Taxes	40,243							40,243	28,145
12 Hotel/Motel Taxes	808,760	808,760						1,617,520	1,228,660
13 Subtotal - Other City Taxes (lines 6 thru 12)	944,375	7,694,817		0	0			8,639,192	8,615,811
14 Licenses & Permits	845,488							845,488	1,012,414
15 Use of Money & Property	95,151	727,194			235,220		228,988	1,286,553	1,073,595
16 Intergovernmental:									
17 Federal Grants & Reimbursements		1,896,610			3,254,370			5,150,980	5,377,105
18 Road Use Taxes		5,231,620						5,231,620	5,592,328
19 Other State Grants & Reimbursements	854,082			0	7,333,883			8,187,965	1,440,569
20 Local Grants & Reimbursements	1,973,927			0	1,500,000			3,473,927	3,519,223
21 Subtotal - Intergovernmental (lines 16 thru 19)	2,828,009	7,128,230		0	12,088,253		0	22,044,492	15,929,225
22 Charges for Fees & Service:									
23 Water Utility									
24 Sewer Utility									
25 Electric Utility									
26 Gas Utility									
27 Parking		183,943						183,943	234,458
28 Airport								0	0
29 Landfill/Garbage								3,231,191	2,909,758
30 Hospital								0	0
31 Transit								0	0
32 Cable TV, Internet & Telephone		482,868						482,868	506,717
33 Housing Authority								0	0
34 Storm Water Utility								1,169,150	1,071,094
35 Other Fees & Charges for Service	1,915,553	149,595						2,065,148	1,991,480
36 Subtotal - Charges for Service (lines 21 thru 33)	1,915,553	816,406		0	0	0	12,266,191	14,998,150	14,267,681
37 Special Assessments									
38 Miscellaneous	159,372	151,276			115,801			794,541	35,911
39 Other Financing Sources:									
40 Regular Operating Transfers In	3,624,147	836,725		1,067,450	1,547,250			7,377,872	9,260,176
41 Internal TIF Loan Transfers In								302,300	0
42 Subtotal ALL Operating Transfers In	3,624,147	836,725		1,067,450	1,547,250			7,377,872	9,260,176
43 Proceeds of Debt (Excluding TIF Internal Borrowing)								302,300	0
44 Proceeds of Capital Asset Sales								0	0
45 Subtotal-Other Financing Sources (lines 36 thru 38)	3,624,147	836,725		1,067,450	10,952,240	0	302,300	16,782,862	15,976,914
46 Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	28,815,051	21,699,485	5,320,260	2,111,311	23,391,514	0	13,165,571	94,503,192	88,329,942
47 Beginning Fund Balance July 1	11,594,823	47,565,183	0	397,359	22,885,043	0	23,330,907	105,773,315	103,020,762

Item 4.

EXPENDITURES SCHEDULE PAGE 1
 City Name: CEDAR FALLS
 Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
PUBLIC SAFETY										
Police Department/Crime Prevention	1 6,614,160	1,035,180						7,649,340	7,118,125	6,833,633
Jail	2							0	0	0
Emergency Management	3 1,104,190							1,104,190	576,590	463,574
Flood Control	4							0	0	0
Fire Department	5 3,944,430	681,150						4,625,580	4,346,668	4,460,546
Ambulance	6							0	0	0
Building Inspections	7 1,104,950							1,104,950	1,037,570	941,072
Miscellaneous Protective Services	8							0	0	0
Animal Control	9 123,000							123,000	123,000	115,426
Other Public Safety	10 38,000							38,000	38,000	75,940
TOTAL (lines 1 - 10)	11 12,928,730	1,716,330				0		14,645,060	13,239,953	12,890,191
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	18,488,040						18,488,040	16,827,610	14,664,103
Parking - Meter and Off-Street	13	430,630						430,630	290,316	280,883
Street Lighting	14							0	0	0
Traffic Control and Safety	15							0	0	0
Snow Removal	16							0	0	0
Highway Engineering	17 1,856,410							1,856,410	1,626,282	1,510,083
Street Cleaning	18							0	0	0
Airport	19							0	0	0
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 1,856,410	18,918,670				0		20,775,080	18,744,208	16,455,069
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24		15,000					15,000	15,000	12,776
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26	13,000						13,000	13,000	13,000
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	0
TOTAL (lines 23 - 29)	30 13,000	15,000				0		28,000	28,000	25,776
CULTURE & RECREATION										
Library Services	31 2,424,130							2,424,130	2,192,049	2,150,340
Museum, Band and Theater	32 708,360							708,360	595,807	549,422
Parks	33 1,835,840	55,000						1,890,840	1,900,822	1,559,696
Recreation	34 2,157,920	1,563,000						3,720,920	2,753,798	1,653,918
Cemetery	35 416,220							416,220	438,335	390,910
Community Center, Zoo, & Marina	36	114,410						114,410	54,272	55,461
Other Culture and Recreation	37 75,000	760,850						835,850	665,487	704,149
TOTAL (lines 31 - 37)	38 7,617,470	2,493,260				0		10,110,730	8,600,570	7,063,896

EXPENDITURES SCHEDULE PAGE 2
 City Name: CEDAR FALLS
 Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39	71,770						71,770	93,456	329,668
Economic Development	40							0	0	0
Housing and Urban Renewal	41	1,903,640						1,903,640	1,485,397	2,169,576
Planning & Zoning	42	708,100						708,100	767,035	613,617
Other Com & Econ Development	43	448,640						448,640	369,570	206,221
TIF Rebates	44							0	0	0
TOTAL (lines 39 - 44)	45	1,156,740	1,975,410	0		0		3,132,150	2,715,458	3,319,082
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	960,400						960,400	892,073	845,122
Clerk, Treasurer, & Finance Adm.	47	2,049,240						2,049,240	1,704,762	1,592,305
Elections	48	50,000						50,000	0	42,564
Legal Services & City Attorney	49	459,170						459,170	413,031	369,265
City Hall & General Buildings	50	871,660						871,660	994,385	852,248
Tort Liability	51	312,770						312,770	249,340	115,210
Other General Government	52	1,174,200	665,060					1,839,260	1,817,334	1,116,782
TOTAL (lines 46 - 52)	53	5,877,440	665,060	0		0		6,542,500	6,070,925	4,933,496
DEBT SERVICE										
Gov Capital Projects	54			2,546,800				2,546,800	2,192,078	1,062,100
TIF Capital Projects	55				13,716,460			13,716,460	15,686,745	14,100,931
TOTAL CAPITAL PROJECTS	56				8,275,400			8,275,400	10,701,630	0
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	57	0	0	0	21,991,860	0		21,991,860	26,388,375	14,100,931
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							0	0	0
Sewer Utility	60							3,988,040	3,238,873	2,880,469
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Carbage	64							3,680,220	3,121,300	3,303,874
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							1,741,440	1,694,354	686,276
Other Business Type (city hosp., ISF, parking, etc.)	69							431,060	481,745	1,520,400
Enterprise DEBT SERVICE	70							13,550,000	2,305,926	1,358,915
Enterprise CAPITAL PROJECTS	71							0	0	0
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73			0		0		23,390,760	10,842,198	9,749,934
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	29,449,790	25,783,730	2,546,800	21,991,860	0	0	23,390,760	88,821,765	69,600,475
Regular Transfers Out	75	705,450	2,516,780		400,000			2,616,890	6,239,120	9,260,176
Internal TIF Loan / Repayment Transfers Out	76		6,145,440					6,145,440	5,320,260	6,716,738
Total ALL Transfers Out	77	705,450	2,516,780	0	400,000	0		2,616,890	12,384,560	15,976,914
Total Expenditures & Fund Transfers Out (lines 74+77)	78	30,155,240	28,300,510	2,546,800	22,391,860	0	0	26,007,650	101,519,897	85,577,389
Ending Fund Balance June 30	79	11,594,823	37,424,388	0	7,910,792	0	0	24,229,335	98,756,610	105,773,315

REVENUES DETAIL.
City Name: CEDAR FALLS
Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
REVENUES & OTHER FINANCING SOURCES										
1	19,226,981	3,186,506		1,468,852	0			23,882,339	23,791,654	22,456,567
2								0	0	0
3	19,226,981	3,186,506		1,468,852	0			23,882,339	23,791,654	22,456,567
4								0	0	0
5			6,145,440					6,145,440	5,320,260	6,611,377
6	35,872	5,832		2,498	0			44,202	95,372	88,359
7								0	0	0
8								0	0	0
9								0	0	0
10	31,000							31,000	40,243	28,145
11	500,000	500,000						1,000,000	1,617,520	1,228,660
12		7,000,000						7,000,000	6,886,057	7,270,647
13	566,872	7,505,832		2,498	0			8,075,202	8,639,192	8,615,811
14	1,021,000							1,021,000	845,488	1,012,414
15	133,750	657,450			150,000		217,600	1,158,800	1,286,553	1,073,595
16								1,903,640	5,150,980	5,377,105
17		1,903,640						5,292,690	5,231,620	5,592,328
18	1,026,490				205,000			1,231,490	8,187,965	1,440,569
19	2,250,190				1,500,000			3,750,190	3,473,927	3,519,223
20	3,276,680	7,196,330		0	1,705,000		0	12,178,010	22,044,492	15,929,225
21								0	0	0
22								8,416,460	7,865,850	7,554,174
23								0	0	0
24								0	0	0
25		200,000						200,000	183,943	234,458
26								0	0	0
27								3,162,000	3,231,191	2,909,758
28								0	0	0
29								0	0	0
30		475,000						475,000	482,868	506,717
31								0	0	0
32								1,253,200	1,169,150	1,071,094
33	2,105,550	1,618,000						3,723,550	2,065,148	1,991,480
34	2,105,550	2,293,000		0	0	0	12,831,660	17,230,210	14,998,150	14,267,681
35								0	0	35,911
36	448,007	168,252			276,000			1,147,259	794,541	2,350,447
37	3,376,400	820,620		1,075,450	644,030			6,239,120	7,377,872	9,260,176
38					6,145,440			6,145,440	5,320,260	6,716,738
39	3,376,400	820,620		1,075,450	6,789,470	0	322,620	12,384,560	12,698,132	15,976,914
40					1,494,000		13,550,000	15,044,000	4,084,730	0
41								0	0	0
42	3,376,400	820,620		1,075,450	8,283,470	0	13,872,620	27,428,560	16,782,862	15,976,914
43	30,155,240	21,827,990	6,145,440	2,546,800	10,414,470	0	27,176,880	98,266,820	94,503,192	88,329,942
44	11,594,823	43,896,908		316,592	19,888,182	0	23,060,105	98,756,610	105,773,315	103,020,762
45	41,750,063	65,724,898	6,145,440	2,863,392	30,302,652	0	50,236,985	197,023,430	200,276,507	191,350,704

ADOPTED BUDGET SUMMARY
City Name: CEDAR FALLS
Fiscal Year July 1, 2023 - June 30, 2024

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2024	RE-ESTIMATED 2023	ACTUAL 2022
Revenues & Other Financing Sources										
Taxes Levied on Property	1	19,226,981	3,186,506	1,468,852	0	0		23,882,339	23,791,654	22,456,567
Less: Uncollected Property Taxes-Levy Year	2	0	0	0	0	0		0	0	0
Net Current Property Taxes	3	19,226,981	3,186,506	1,468,852	0	0		23,882,339	23,791,654	22,456,567
Delinquent Property Taxes	4	0	0	0	0	0		0	0	0
TIF Revenues	5	0	6,145,440	0	0	0		6,145,440	5,320,260	6,611,377
Other City Taxes	6	566,872	7,505,832	2,498	0	0		8,075,202	8,639,192	8,615,811
Licenses & Permits	7	1,021,000	0	0	0	0	0	1,021,000	845,488	1,012,414
Use of Money and Property	8	133,750	657,450	0	150,000	0	217,600	1,156,800	1,286,553	1,073,595
Intergovernmental	9	3,276,680	7,196,330	0	1,705,000	0	0	12,178,010	22,044,492	15,929,225
Charges for Fees & Service	10	2,105,550	2,293,000	0	0	0	12,831,660	17,230,210	14,998,150	14,267,681
Special Assessments	11	0	0	0	0	0	0	0	0	35,911
Miscellaneous	12	448,007	168,252	0	276,000	0	255,000	1,147,259	794,541	2,350,447
Sub-Total Revenues	13	26,778,840	21,007,370	1,471,350	2,131,000	0	13,304,260	70,838,260	71,720,330	72,353,028
Other Financing Sources:										
Total Transfers In	14	3,376,480	820,620	1,075,450	6,789,470	0	322,620	12,384,560	12,698,132	15,976,914
Proceeds of Debt	15	0	0	0	1,494,000	0	13,550,000	15,044,000	4,084,730	0
Proceeds of Capital Asset Sales	16	0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17	30,155,240	21,827,990	2,546,800	10,414,470	0	27,176,880	98,266,820	94,503,192	88,329,942
Expenditures & Other Financing Uses										
Public Safety	18	12,928,730	1,716,330	0	0	0	0	14,645,060	13,239,953	12,890,191
Public Works	19	1,856,410	18,918,670	0	0	0	0	20,775,080	18,744,208	16,455,069
Health and Social Services	20	13,000	15,000	0	0	0	0	28,000	28,000	25,776
Culture and Recreation	21	7,617,470	2,493,260	0	0	0	0	10,110,730	8,600,570	7,063,896
Community and Economic Development	22	1,156,740	1,975,410	0	0	0	0	3,132,150	2,715,458	3,319,082
General Government	23	5,877,440	665,060	0	0	0	0	6,542,500	6,070,925	4,933,496
Debt Service	24	0	0	2,546,800	0	0	0	2,546,800	2,192,078	1,062,100
Capital Projects	25	0	0	0	21,991,860	0	0	21,991,860	26,388,375	14,000,931
Total Government Activities Expenditures	26	29,449,790	25,783,730	2,546,800	21,991,860	0	0	79,772,180	77,979,567	59,850,541
Business Type Proprietary: Enterprise & ISF	27	0	0	0	0	0	0	0	0	0
Total Gov & Bus Type Expenditures	28	29,449,790	25,783,730	2,546,800	21,991,860	0	0	23,390,760	10,842,198	9,749,934
Total Transfers Out	29	705,450	2,516,780	0	400,000	0	2,616,890	103,162,940	88,821,765	69,600,475
Total ALL Expenditures/Fund Transfers Out	30	30,155,240	28,300,510	2,546,800	22,391,860	0	26,007,650	12,384,560	12,698,132	15,976,914
Excess Revenues & Other Sources Over	31	0	0	0	0	0	0	115,547,500	101,519,897	85,577,389
(Under) Expenditures/Transfers Out	32	0	-6,472,520	0	-11,977,390	0	1,169,230	-17,280,680	-7,016,705	2,752,553
Beginning Fund Balance July 1	33	11,594,823	43,896,908	316,592	19,888,182	0	23,060,105	98,756,610	105,773,315	103,020,762
Ending Fund Balance June 30	34	11,594,823	37,424,388	316,592	7,910,792	0	24,229,335	81,475,930	98,756,610	105,773,315

LONG TERM DEBT SCHEDULE - LT DEBT
 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Road Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2014 SRF Loan	1 6,888,104	NON-GO	17391	350,000	81,060	431,060			431,060	0
2016 GO Bonds	2 2,865,000	GO	20019	280,000	17,100	297,100				297,100
2018 GO Bonds	3 2,860,000	GO	21081	295,000	70,850	365,850				365,850
2020 GO Bonds	4 3,430,000	GO	21986	350,000	52,500	402,500				402,500
2022 GO Bonds	5 3,860,000	GO	22858	250,000	155,900	405,900				405,900
2016 Sewer Bonds	6 6,790,000	GO	20019	615,000	64,300	679,300			679,300	0
2018 Sewer Bonds	7 2,160,000	GO	21081	225,000	53,400	278,400			278,400	0
2018 Stormwater Bonds	8 920,000	GO	21081	95,000	22,750	117,750			117,750	0
	9	-				0				0
	10	-				0				0
	11	-				0				0
	12	-				0				0
	13	-				0				0
	14	-				0				0
	15	-				0				0
	16	-				0				0
	17	-				0				0
	18	-				0				0
	19	-				0				0
	20	-				0				0
	21	-				0				0
	22	-				0				0
	23	-				0				0
	24	-				0				0
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	-				0				0
	30	-				0				0
TOTALS				2,460,000	517,860	2,977,860	0	0	1,506,510	1,471,350

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2024	Interest Due FY 2024	Total Obligation Due FY 2024	Bond Reg./ Paying Agent Fees Due FY 2024	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	2,110,000	436,800	2,546,800	0	0	1,075,450	1,471,350
NON GO - TOTAL	350,000	81,060	431,060	0	0	431,060	0
GRAND - TOTAL	2,460,000	517,860	2,977,860	0	0	1,506,510	1,471,350

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

Fiscal Year July 1, 2023 - June 30, 2024

City of: CEDAR FALLS

Item 4.

The City Council will conduct a public hearing on the proposed Budget at: City Hall, 220 Clay Street, Cedar Falls, IA Meeting Date: 4/17/2023 Meeting Time: 07:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.	
The estimated Total tax levy rate per \$1000 valuation on regular property	11.45395
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(319) 273-8600

City Clerk/Finance Officer's NAME
Jennifer Rodenbeck

	Budget FY 2024	Re-estimated FY 2023	Actual FY 2022
Revenues & Other Financing Sources			
Taxes Levied on Property	1 23,882,339	23,791,654	22,456,567
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 23,882,339	23,791,654	22,456,567
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 6,145,440	5,320,260	6,611,377
Other City Taxes	6 8,075,202	8,639,192	8,615,811
Licenses & Permits	7 1,021,000	845,488	1,012,414
Use of Money and Property	8 1,158,800	1,286,553	1,073,595
Intergovernmental	9 12,178,010	22,044,492	15,929,225
Charges for Fees & Service	10 17,230,210	14,998,150	14,267,681
Special Assessments	11 0	0	35,911
Miscellaneous	12 1,147,259	794,541	2,350,447
Other Financing Sources	13 15,044,000	4,084,730	0
Transfers In	14 12,384,560	12,698,132	15,976,914
Total Revenues and Other Sources	15 98,266,820	94,503,192	88,329,942
Expenditures & Other Financing Uses			
Public Safety	16 14,645,060	13,239,953	12,890,191
Public Works	17 20,775,080	18,744,208	16,455,069
Health and Social Services	18 28,000	28,000	25,776
Culture and Recreation	19 10,110,730	8,600,570	7,063,896
Community and Economic Development	20 3,132,150	2,715,458	3,319,082
General Government	21 6,542,500	6,070,925	4,933,496
Debt Service	22 2,546,800	2,192,078	1,062,100
Capital Projects	23 21,991,860	26,388,375	14,100,931
Total Government Activities Expenditures	24 79,772,180	77,979,567	59,850,541
Business Type / Enterprises	25 23,390,760	10,842,198	9,749,934
Total ALL Expenditures	26 103,162,940	88,821,765	69,600,475
Transfers Out	27 12,384,560	12,698,132	15,976,914
Total ALL Expenditures/Transfers Out	28 115,547,500	101,519,897	85,577,389
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29 -17,280,680	-7,016,705	2,752,553
Beginning Fund Balance July 1	30 98,756,610	105,773,315	103,020,762
Ending Fund Balance June 30	31 81,475,930	98,756,610	105,773,315



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: April 10, 2023
SUBJECT: CF Storage, LLC Economic Development Project

INTRODUCTION AND DESCRIPTION OF PROJECT

On November 21, 2022 City Council reviewed and turned down a proposed development agreement with CF Storage, LLC for a new storage project on 4.79 acres of land in the West Viking Road Industrial Park, located at the corner of Production Drive and Viking Road. That request called for the City to donate the land to the developer at no cost, in exchange for the developer constructing buildings with a total square footage of over 30,000 square feet and a taxable valuation of \$1.4 million. At that City Council meeting, several concerns were raised about the project, such as the site not being the best location for the project (entrance to the industrial park), the site was located near residential uses, and concerns about donating the lot at no cost for that particular project.

Since that time, the developer has been working on finding a new location within the industrial park for this project, that is located away from residential uses and more towards the interior of the industrial park. This new location was chosen by the developer in order to address some of the concerns noted by City Council regarding the previous request. With that, CF Storage, LLC is proposing a new project on Lot 10, Phase IV of the West Viking Road Industrial Park, which is a 2.48-acre parcel located along Technology Parkway, just west of Production Drive and located east of Hawkeye Corrugated Box and north of Air King Filtration. Please see the attached map showing the original and updated project location.

For this project, the developer is requesting to purchase the land from the City instead of requesting it to be donated at no cost. Per current policy, the City values the industrial park land in this area at \$1.50 per square foot, or \$65,340 per acre. So for the 2.48-acre lot in question, the value of the land would be \$162,043. This project would include the construction of 30,000 square feet of buildings, with a valuation (buildings and land) of more than \$1.5 million. In addition, the developer is not asking for any tax incentives for this project.

The developer would adhere to all requirements of the industrial park, including building design, signage, landscaping, etc. The developer does not have an official site plan developed for the property yet but does have architectural renderings of what the buildings and site would look like (see attached). With no tax incentives involved, this project would generate approximately \$42,000 per year in taxes once fully constructed, in addition to the immediate payment to the City of \$162,043 for the cost of the land.

COMPANY PROFILE

CF Storage, LLC is a partnership of two Cedar Falls residents seeking to open and self-manage a high-quality storage facility in the Cedar Falls South Industrial Park. Most local facilities are owned and operated remotely by large companies not based in the Cedar Valley. The partners have successfully built and managed over 700 units across NE Iowa and are now looking to improve the self-storage customer experience here in Cedar Falls.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

There are no land incentives included for this project. The developer is proposing to purchase the lot from the City for the price of \$162,043.00.

Property Tax Incentive

There are no tax incentives included for this project. As previously noted, the project would pay approximately \$42,000 per year in taxes when fully completed.

Conclusion

As this memorandum indicates, CF Storage, LLC is proposing to construct 30,000 square feet of buildings, on 2.48 acres of land along Technology Parkway, just west of Production Drive. The proposed new construction building project will have a minimum building valuation of \$1,400,000 and a total Minimum Assessed Valuation of \$1,562,000 including land. Construction would commence this spring/summer with completion anticipated by 2024.

This Purchase, Sale, and Development Agreement by and between the City of Cedar Falls, Iowa, and CF Storage, LLC has been reviewed by both parties, and is attached for your review and approval.

RECOMMENDATION

Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of a Purchase, Sale, and Development Agreement and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and CF Storage, LLC, and approving and authorizing execution of a Deed Without Warranty conveying title to certain real estate to CF Storage, LLC.

If you have any questions regarding the proposed CF Storage, LLC economic development project, please feel free to let me know.

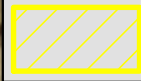
xc: Ron Gaines, P.E., City Administrator



**CF Storage, LLC
Updated Project Location**

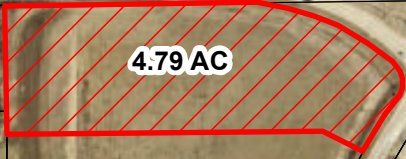


Previous Project Item 5.



Updated Project Location

W Viking Rd



4.79 AC

Venture Way

Bossard

**Ashley
Furniture
Distribution
Center**

Development Dr

Capital Way

**Hawkeye
Corrugated
Box**

Zuidberg

2.48 AC



Production Dr

Technology Pl

Technology Pkwy

D. LaPorte

Air King



1" = 39'

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

CF STORAGE, LLC

TABLE OF CONTENTS

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

ARTICLE I. DEFINITIONS..... 6
 Section 1.1. Definitions..... 6

ARTICLE II. REPRESENTATIONS AND WARRANTIES..... 8
 Section 2.1. Representations and Warranties of the City..... 8
 Section 2.2. Representations and Warranties of Developer..... 9

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS..... 11
 Section 3.1. Construction of Minimum Improvements..... 11
 Section 3.2. Building Permit Valuation Amount..... 11
 Section 3.3. Construction Plans..... 11
 Section 3.4. Commencement and Completion of Construction..... 12
 Section 3.5. Certificate of Completion..... 12

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY 13
 Section 4.1. Restrictions on Use..... 13

ARTICLE V. INSURANCE..... 14
 Section 5.1. Insurance Requirements..... 14
 Section 5.2. Condemnation..... 16
 Section 5.3. Reconstruction or Payment..... 16

ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS..... 17
 Section 6.1. Execution of Minimum Assessment Agreement..... 17
 Section 6.2. Maintenance of Properties..... 17
 Section 6.3. Maintenance of Records..... 17
 Section 6.4. Compliance with Laws..... 18
 Section 6.5. Real Property Taxes..... 18
 Section 6.6. Sales Tax..... 18
 Section 6.7. Utility Usage..... 18
 Section 6.8. Annual Certification..... 19
 Section 6.9. Reserved..... 19
 Section 6.10. Opinion of Counsel..... 19
 Section 6.11. Provisions To Be Included In Leases Covering Development Property..... 19

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER..... 20

 Section 7.1. Representation As to Development..... 20

 Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement..... 20

 Section 7.3. Approvals..... 22

 Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferees 22

 Section 7.5. Prohibition Against Use as Non-Taxable or Centrally Assessed Property..... 22

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS..... 23

 Section 8.1. Conveyance of Development Property..... 23

 Section 8.2. Form of Deed..... 23

 Section 8.3. Condition of Property; Care and Maintenance..... 23

 Section 8.4. Environmental Matters..... 23

 Section 8.5. Survey and Platting..... 24

 Section 8.6. Time and Place for Closing and Delivery of Deed..... 24

 Section 8.7. Recordation of Deed..... 24

 Section 8.8. Abstract of Title..... 24

 Section 8.9. Real Estate Taxes; Special Assessments..... 24

 Section 8.10. Risk of Loss and Insurance..... 25

 Section 8.11. Certification..... 25

 Section 8.12. No Real Estate Agent or Broker..... 25

 Section 8.13. Conditions Precedent to Conveyance of Property..... 25

 Section 8.14. Failure to Commence Construction..... 26

 Section 8.15. No Partial Property Tax Exemption..... 26

 Section 8.16. Survival..... 26

ARTICLE IX. INDEMNIFICATION..... 26

 Section 9.1. Release and Indemnification Covenants..... 26

ARTICLE X. REMEDIES..... 27

 Section 10.1. Events of Default Defined..... 27

 Section 10.2. Remedies on Default..... 28

 Section 10.3. No Remedy Exclusive..... 30

 Section 10.4. No Implied Waiver..... 30

 Section 10.5. Agreement to Pay Attorneys' Fees and Expenses..... 30

ARTICLE XI. MISCELLANEOUS..... 30

Section 11.1.	<u>Conflict of Interest</u>	30
Section 11.2	<u>Non-Discrimination</u>	30
Section 11.3.	<u>Notices</u>	31
Section 11.4.	<u>Titles of Articles and Sections</u>	31
Section 11.5.	<u>Provisions Not Merged With Deed</u>	31
Section 11.6.	<u>Governing Law</u>	31
Section 11.7.	<u>Entire Agreement</u>	31
Section 11.8.	<u>Successors and Assigns</u>	32
Section 11.9.	<u>Termination Date</u>	32
Section 11.10.	<u>Memorandum of Agreement</u>	32
Section 11.11.	<u>Immediate Undertaking</u>	32
Section 11.12.	<u>No Partnership or Joint Venture</u>	32
Section 11.13.	<u>Captions</u>	32
Section 11.14.	<u>Number and Gender of Words</u>	32
Section 11.15.	<u>Invalid Provisions</u>	32
Section 11.16.	<u>Multiple Counterparts</u>	33
Section 11.17.	<u>Authorization</u>	33
Section 11.18.	<u>Time of the Essence</u>	33
Section 11.19.	<u>Survival</u>	33
EXHIBIT A	Development Property.....	36
EXHIBIT B	Minimum Improvements.....	37
EXHIBIT C	Certificate of Completion.....	38
EXHIBIT D	Minimum Assessment Agreement.....	40
EXHIBIT E	Form of Legal Opinion.....	44
EXHIBIT F	Memorandum of Agreement for Private Development...	46
EXHIBIT G	Form of Deed.....	49

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2023, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and CF Storage, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, Cedar Falls, IA 50613.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (“Area” or “Urban Renewal Area”) as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended (“Plan” or “Urban Renewal Plan”); and

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

Assessor's Minimum Actual Value means the minimum actual value, before rollback, of the Minimum Improvements and the Development Property for calculation and assessment of real property taxes as set forth in the Minimum Assessment Agreement.

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

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

Code of Iowa means the Code of Iowa, 2021, as amended.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of a Deed without Warranty substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means CF Storage, LLC

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

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

Minimum Improvements shall mean the construction of a Storage Facility totaling at least 30,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto.

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

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

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Storage Facility means the Minimum Improvements.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

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

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.

- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

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

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct a Storage Facility ("Minimum Improvements") on the 2.48 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.

- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (h) The construction of the Minimum Improvements will require a total investment of not less than One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00), and a valuation of One Million Five Hundred Sixty-Two Thousand and no/100 Dollars (\$1,562,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the proposed activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has funds sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.

- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 31st day of December, 2024.
- (m) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00), by no later than the 1st day of July, 2023. The Developer and the City acknowledge and agree that there may be more than one building permit applied for that together will constitute the minimum value stated herein, depending upon the phasing of construction of the Minimum Improvements.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if:

(a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of July, 2023, and completed (i) by no later than the 31st day of December, 2024, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set

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

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use.

- (a) The Developer shall: use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan and this Agreement until the Termination Date.
- (b) The Developer shall not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.

- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance

maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.

- (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
 - (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.
- (d) Developer shall notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any condemnation award, the Developer shall use the entire condemnation award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property.

ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to an Assessor's Minimum Actual Value, of not less than One Million Five Hundred Sixty-Two Thousand and no/100 Dollars (\$1,562,000.00), before rollback, as of the completion of the Minimum Improvements, but no later than January 1, 2025. Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Minimum Improvements and Development Property, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2034 (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 6.2. Maintenance of Properties. The Developer shall maintain, preserve and keep the Minimum Improvements (and any part thereof) in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions of or in relation to the business and affairs of the Developer in

accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer shall comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. Following Closing, the Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

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

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403, 404, 427B, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Project Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other

entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Storage Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection, except for any emergency utility needs in the case of any unavailability or interruption of City-owned utility services, which may be secured from alternative sources. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2024, and ending on October 15, 2034, both dates inclusive.

Section 6.9. Reserved.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this

Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode

or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
- (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
 - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

Section 7.5. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Notwithstanding anything to the contrary herein, during the term of this Agreement, Developer, or its successors or assigns, agree that the Development Property

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

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. For the purchase price of \$162,043.00 (the "Purchase Price") and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Development Property, subject to any (i) zoning restrictions, (ii) appurtenant servient estates, (iii) existing easements, and (iv) restrictive covenants currently of record. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 364.7 and Section 403.8 of the Iowa Code. Developer shall pay the Purchase Price to the City by wire transfer, cashier's check, or cash at the Closing (subject to prorations, reductions, and credits as provided below). The parties acknowledge and agree that the Purchase Price represents an arms-length, fair market value price for the Development Property.

Section 8.2 Form of Deed. The City shall convey title to the Development Property to the Developer by Deed. Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or

documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have a period of 60 days from the execution of this Agreement to inspect the Development Property for environmental contamination or deficiencies, and during this period, may cancel this Agreement due to the existence of any such environmental contamination or deficiencies by giving to the City written notice of its decision to cancel this Agreement. The City authorizes Developer and/or its agents and contractors access to the Development Property for purposes of its environmental inspection.

Section 8.5. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City’s obligation to deliver the Deed and possession of the Development Property to Developer, and Developer’s obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before the 31st day of May, 2023, or on such other date as the parties hereto may mutually agree in writing (the “Closing Date” or “Closing”).

Section 8.7 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.8 Abstract of Title. Immediately following the execution of this Agreement, the City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer’s responsibility to pay to have the abstract updated. Following the updating of the abstract of title by the Developer, it shall show marketable title in the City in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If closing is delayed due to the City’s inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9. Real Estate Taxes; Special Assessments. The Developer acknowledges that the City is a tax-exempt government entity, and the Developer agrees that the City shall not be required to pay any real estate taxes or special assessments which are a lien on the Developer Property as of the Closing Date, or to give the Developer a credit for

prorated real estate taxes at Closing. The Developer shall pay all real estate taxes, if any, assessed against the Development Property.

Section 8.10. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing. In the event of substantial damage or destruction of the Property prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing.

Section 8.11 Certification. The Developer and the City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to my breach of the foregoing certification.

Section 8.12. No Real Estate Agent or Broker. The Developer and the City each represent and warrant to the other that no brokerage commission, finder’s fee or other compensation is due and payable hereunder; furthermore, the Developer and the City each, one to the other, agree to indemnify, protect, defend and hold the other harmless from and against all losses, claims, costs, expenses and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming by, through or under the acts or agreements of the indemnifying party.

Section 8.13. Conditions Precedent to Conveyance of Property. The City’s obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction

Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;

- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.14 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than September 1, 2023, and commencement of construction does not appear imminent, in the reasonable discretion of the City, by no later than September 1, 2023, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than December 1, 2023.

Section 8.15. No Partial Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property, or the Minimum Improvements located on the Development Property.

Section 8.16. Survival. All terms of this Article VIII shall survive the Closing.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Development Property or Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever,

and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.

- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

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

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;

- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (i) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not

provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) If the Developer is in default, the City may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary

damages to compensate the City for the Developer’s default, plus attorneys’ fees and expenses as provided in Section 10.5.

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

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

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Brian Wingert
Member
CF Storage, LLC
201 Washington Street
Cedar Falls, IA 50613

With a copy to: Eric Johnson
Beecher, Field, Walker, Morris, Hoffman & Johnson, P.C.
620 Lafayette Street, Suite 300
Waterloo, IA 50703

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes

and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date of Minimum Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a

provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

DEVELOPER:

CF Storage, LLC,
an Iowa limited liability company

By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2023, by Brian Wingert and Trevor Kerndt, Members, CF Storage, LLC, an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 10, Except the West 80 Feet Thereof, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.48 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of a Storage Facility totaling at least 30,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	September 1, 2023
Substantial Completion	December 31, 2024
Issuance of Occupancy Permit	December 31, 2024

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and CF Storage, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, Cedar Falls, IA 50613; did on or about the _____ day of _____, 2023, make, execute and deliver, each to the other, a Purchase, Sale, and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 10, Except the West 80 Feet Thereof, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.48 acres more or less)

(the "Development Property"); and

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

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

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

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2023, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and CF Storage, LLC, an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into a Purchase, Sale, and Development Agreement dated as of _____, 2023 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 10, Except the West 80 Feet Thereof, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.48 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2021, as amended, the City and the Developer desire to establish a minimum actual value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2025, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than One Million Five Hundred Sixty Two Thousand and no/100 Dollars (\$1,562,000.00), before rollback (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment

Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before September 1, 2024.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Assessor's Minimum Actual Value established herein, or any actual value assignment made by the Assessor to the Minimum Improvements or to the 2.48 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual value assigned below the Assessor's Minimum Actual Value established herein during the term of this Agreement.

2. The Assessor's Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2034.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE 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 record was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

DEVELOPER:

CF Storage, LLC
An Iowa limited liability company

By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2023, by Brian Wingert and Trevor Kerndt, Members, CF Storage, LLC, an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 2.48 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$1,562,000.00, before rollback, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

Subscribed and sworn to before me by T.J. Koenigsfeld, County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

EXHIBIT E
FORM OF LEGAL OPINION

City of Cedar Falls
Attn: City Clerk
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

RE: Purchase, Sale, and Development Agreement by and between the City of Cedar Falls, Iowa and CF Storage, LLC, an Iowa limited liability company

City of Cedar Falls, Iowa:

As counsel for CF Storage, LLC (the "Developer"), and in connection with the execution and delivery of a certain Purchase, Sale, and Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2023, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered by an

authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

BEECHER, FIELD, WALKER, MORRIS, HOFFMAN AND JOHNSON, P.C.

By: _____

Eric Johnson, Attorney at Law
620 Lafayette Street, Suite 300
Waterloo, IA 50703

EXHIBIT F

MEMORANDUM OF AGREEMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and CF Storage, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, Cedar Falls, IA 50613, did on or about the _____ day of _____, 2023, make, execute and deliver, each to the other, a Purchase, Sale, and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to acquire and develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 10, Except the West 80 Feet Thereof, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.48 acres more or less)

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2023, and terminates on the 31st day of December, 2034, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

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

shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2023.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

DEVELOPER:

CF Storage, LLC
an Iowa limited liability company.

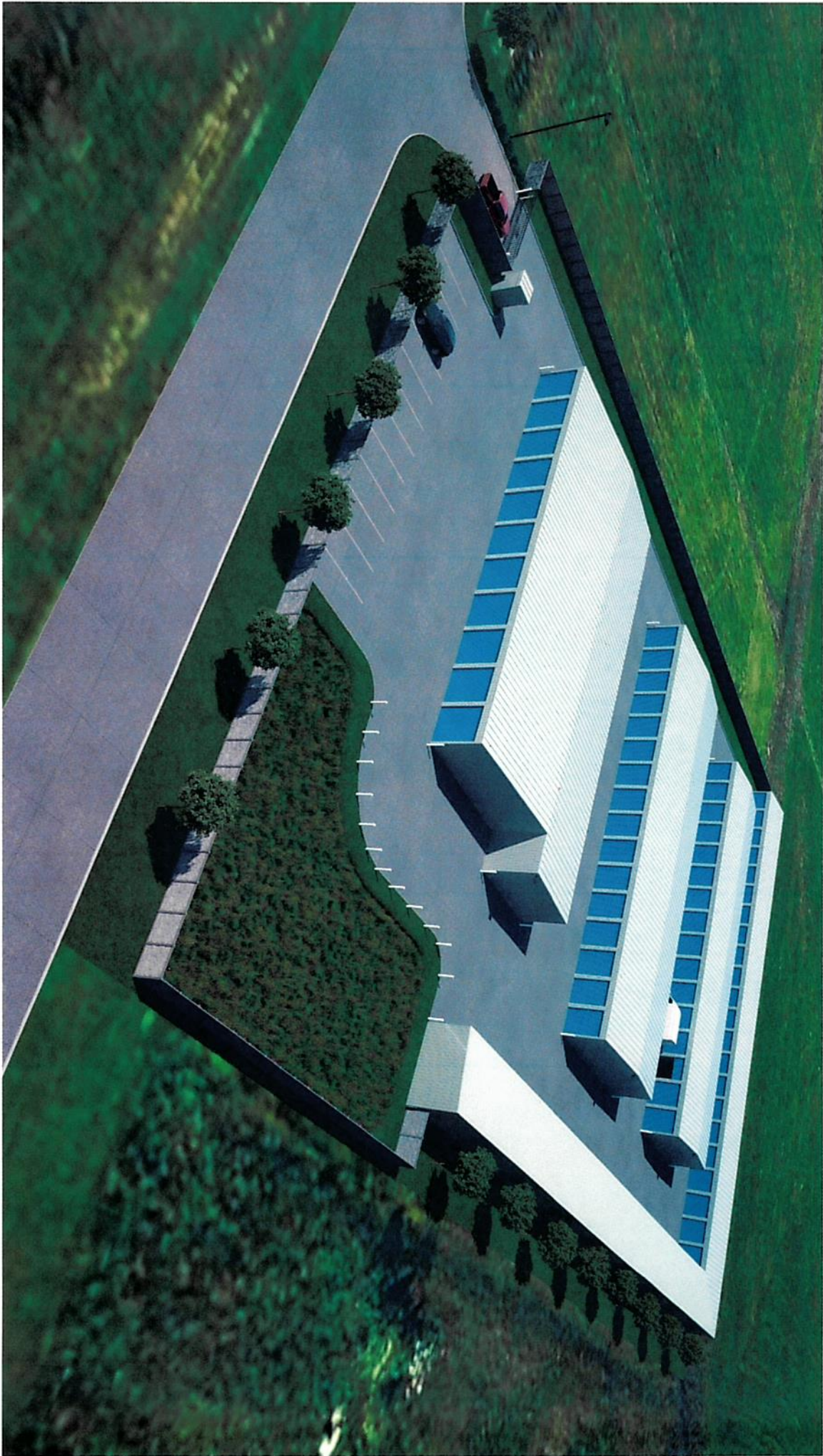
By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2023,
by Brian Wingert and Trevor Kerndt, Members, CF Storage, LLC, an Iowa limited liability
company.

Notary Public in and for the State of Iowa





**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: April 6, 2023

SUBJECT: Ashworth Drive Roadway Extension
City Project Number: CP-197-3244
Public Hearing

This project involves extending Ashworth Drive pavement, sanitary sewer, water main, and storm sewer from Kara Drive eastward to Hudson Road. Ashworth Drive and Hudson Road will become a new signalized intersection. Ashworth Drive East of Hudson will also be realigned to make a straight intersection.

The total estimated cost for the construction of this project is \$1,735,651.94. The project will be funded by Capital Projects and Street Construction Fund.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Ashworth Drive Roadway Extension.

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

Ashworth Drive Roadway Extension

Item 6.

OPINION OF PROBABLE CONSTRUCTION COST						
ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	2010-108-C	CLEARING AND GRUBBING	LS	1	\$ 3,000.00	\$ 3,000.00
2	2010-108-D-1	ON-SITE TOPSOIL	CY	550	\$ 16.00	\$ 8,800.00
3	2010-108-D-3	OFF-SITE TOPSOIL	CY	290	\$ 32.00	\$ 9,280.00
4	3010-108-F	TRENCH COMPACTION TESTING	LS	1	\$ 5,000.00	\$ 5,000.00
5	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	CY	7610	\$ 14.50	\$ 110,345.00
6	2010-108-E-0	EXCAVATION, CLASS 12, BOULDERS	CY	20	\$ 600.00	\$ 12,000.00
7	2010-108-F-0	BELOW GRADE EXCAVATION (CORE OUT)	CY	121	\$ 14.50	\$ 1,754.50
8	2010-108-G-0	SUBGRADE PREPARATION	SY	3651	\$ 4.00	\$ 14,604.00
9	2010-108-H-0	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	SY	1825	\$ 9.00	\$ 16,425.00
10	2010-108-I-0	SUBBASE, MODIFIED, 12 IN.	SY	3651	\$ 20.00	\$ 73,020.00
11	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	300	\$ 32.50	\$ 9,750.00
12	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN., TRUSS	LF	563	\$ 83.00	\$ 46,729.00
13	4010-108-A-2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, IN., C900 SR18	LF	199	\$ 250.00	\$ 49,750.00
14	4010-108-E-1	SANITARY SEWER SERVICE, TRENCHED, PVC, 4 IN., (SDR-23.5)	LF	485	\$ 89.00	\$ 43,165.00
15	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. HDPE	LF	303	\$ 88.00	\$ 26,664.00
16	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	LF	233	\$ 73.00	\$ 17,009.00
17	4020-108-D-1	REMOVAL STORM SEWER (SUBDRAIN)	LF	271	\$ 8.00	\$ 2,168.00
18	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	LF	1094	\$ 17.50	\$ 19,145.00
19	4040-108-C-1	SUBDRAIN CLEANOUT, 6 IN.	EA	4	\$ 400.00	\$ 1,600.00
20	4040-180-D-0	SUMP PUMP TAP	EA	14	\$ 300.00	\$ 4,200.00
21	4040-108-D-1	SUBDRAIN CONNECTIONS (TO STORM SEWER INTAKE)	EA	7	\$ 325.00	\$ 2,275.00
22	4040-108-D-1	SUBDRAIN CONNECTIONS (TO EXISTING SUBDRAIN)	EA	2	\$ 150.00	\$ 300.00
23	5010-108-A-1	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	LF	612	\$ 115.00	\$ 70,380.00
24	5010-108-C-2	FITTINGS, DUCTILE IRON	LBS.	500	\$ 20.00	\$ 10,000.00
25	5010-108-D-0	SERVICE SHORTSIDE, 3/4"	EA	7	\$ 2,000.00	\$ 14,000.00
26	5010-108-D-0	SERVICE, LONGSIDE, 3/4"	EA	6	\$ 3,000.00	\$ 18,000.00
27	5010-XX-1	20" x 8" TAPPING SLEEVE	EA	1	\$ 7,000.00	\$ 7,000.00
28	5010-XX-3	8" NITRILE GASKETS	EA	10	\$ 250.00	\$ 2,500.00
29	5020-108-A-0	VALVE, 8" MJ GATE W/ BOX	EA	1	\$ 3,750.00	\$ 3,750.00
30	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	1	\$ 9,000.00	\$ 9,000.00
31	5020-108-C-0	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1	\$ 7,500.00	\$ 7,500.00
32	6010-108-A-0	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EA	4	\$ 5,000.00	\$ 20,000.00
33	6010-108-A-0	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EA	4	\$ 8,500.00	\$ 34,000.00
34	6010-108-B-0	INTAKE, SW-509	EA	6	\$ 8,500.00	\$ 51,000.00
35	6010-108-G-0	CONNECTION TO EXISTING MANHOLE	EA	1	\$ 3,000.00	\$ 3,000.00
36	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	SY	3250	\$ 50.00	\$ 162,500.00
37	7020-108-B-0	PAVEMENT, HMA, SPECIAL SHAPING	SY	280	\$ 50.00	\$ 14,000.00
38	7030-108-E-0	REMOVAL OF SIDEWALK	SY	94	\$ 15.00	\$ 1,410.00
39	7030-108-H-1	REMOVAL OF DRIVEWAY, PCC	SY	165	\$ 15.00	\$ 2,475.00
40	7030-108-H-2	REMOVAL OF DRIVEWAY, GRAVEL	SY	306	\$ 10.00	\$ 3,060.00
41	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	SY	160	\$ 45.00	\$ 7,200.00
42	7030-108-G-0	DETECTABLE WARNINGS	SF	80	\$ 350.00	\$ 28,000.00
43	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	SY	50	\$ 65.00	\$ 3,250.00
44	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	50	\$ 37.00	\$ 1,850.00
45	7040-108-A-0	PATCH, P.C.C., FULL DEPTH, "M" MIX	SY	85	\$ 150.00	\$ 12,750.00
46	7040-108-H-0	PAVEMENT REMOVAL, PCC	SY	1104	\$ 15.00	\$ 16,560.00
47	7040-108-I-0	CURB AND GUTTER REMOVAL	LF	691	\$ 5.00	\$ 3,455.00
48	8010-108-A	TRAFFIC SIGNAL	LS	1	\$ 350,000.00	\$ 350,000.00
49	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	23.91	\$ 90.00	\$ 2,151.90
50	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EA	18	\$ 70.00	\$ 1,260.00
51	8020-XX-1	STREET SIGNS (SIGNS, POST, & RECEIVER)	EA	6	\$ 350.00	\$ 2,100.00
52	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
53	9010-108-B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	AC	0.71	\$ 4,000.00	\$ 2,840.00
54	9020-108-A-0	SOD	SF	1620	\$ 2.00	\$ 3,240.00
55	9040-108-A-2	SWPPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00
56	9040-108-D-1A	WATTLES, 9IN. STRAW	LF	1960	\$ 2.50	\$ 4,900.00
57	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	LF	1960	\$ 0.75	\$ 1,470.00
58	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	244	\$ 20.00	\$ 4,880.00
59	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EA	7	\$ 150.00	\$ 1,050.00
60	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	7	\$ 50.00	\$ 350.00
61	11020-108-A-0	MOBILIZATION	LS	1	\$ 200,000.00	\$ 200,000.00
62	11050-108-A-0	CONCRETE WASHOUT	LS	1	\$ 10,000.00	\$ 10,000.00
TOTAL (WITH 10% CONTINGENCY)						\$ 1,735,651.94

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: Karen Howard, AICP, Planning & Community Services Manager
DATE: April 17, 2023
SUBJECT: Zoning Code Text Amendment – Signs for Civic/Institutional Uses in Downtown Character District (TA23-001)

Background

The City received an inquiry from St. Patrick Catholic Church about replacing an existing monument sign that has an electronic message center (EMC) at their school located in the Downtown Character District. St. Patrick Church and School are located in the Urban General and Urban General 2 frontage areas within the Downtown Character District. Properties designated as Urban General and Storefront frontages are subject to the sign standards in Section 26-194.L, Signage [in the Downtown Character District]. New free-standing signs are not allowed in the Urban General and Storefront and EMCs are restricted to marquee signs, as defined in the code.

The intent of the Urban General and Storefront frontages is to encourage buildings to be built close to the street so that street frontages are lined with buildings to support a pedestrian-friendly, main-street mixed-use district. A transition to pedestrian-scaled storefront signage is anticipated as infill occurs. To that end, there is an incentive in the code to encourage replacement of existing freestanding signs with other allowed types of building signage, such as wall signs and projecting signs. That being said, there are a number of civic and institutional uses in the Urban General frontage areas, including St. Patrick Church and School, the First Methodist Church, the First Presbyterian Church, and Lincoln Elementary School. Similar to other churches and schools, these properties have larger open spaces on their properties for playgrounds, gathering spaces, and parking lots and often have monument signs with an EMC. While civic and institutional buildings are exempt from certain standards in the new Character District Code, there is no specific exemption or alternative signage allowance for civic uses in these areas.

Analysis

The intent of the Downtown Character District Code is to facilitate development that is consistent with the adopted Downtown Vision Plan. One of the major objectives of the Vision

Plan is to encourage future development that helps preserve the character of the Downtown area. Churches and schools and other institutional uses are important to the character and livability of the downtown neighborhoods. Since they operate differently than commercial or residential uses, it makes sense to have different rules that apply, provided any changes are also sensitive to and complementary to other uses intended for the area.

All the institutions mentioned above are located between the Downtown core and the Neighborhood Frontage Districts. Properties located in the Neighborhood Frontages are allowed signage according to the sign standards in the R-1 Zoning District, since these areas are intended to maintain the residential character of the existing neighborhoods that surround downtown. In the R-1 Zoning District, permitted uses other than single family homes and duplexes, such as schools and churches, are allowed monument signs not to exceed 30 square feet in area and 5 feet in height. EMCs are also allowed. Given that many institutional uses will continue to have open space on their properties where monument signs could be located and many of the institutional uses both in this area and in surrounding neighborhoods have electronic messaging centers, staff finds that it would be reasonable to amend the code to allow them in a similar manner as allowed in the Neighborhood Frontage Districts.

Discussion of Solutions

In order to allow new monument signs and EMCs for civic and institutional uses in the Urban General and Storefront frontages in the Downtown Character District, the zoning code must be amended. Staff recommends that the following change be considered:

- *Amend paragraph 26-194L.2, as follows:*

2. Applicability

The standards in this section apply to any sign that is CLEARLY VISIBLE FROM THE STREET-SPACE in the frontages designated as Urban General or Storefront, except for signs for Civic and Institutional Uses, as defined in this Chapter. Signs for Civic and Institutional Uses located in a Character District and signs in the Neighborhood Frontages are regulated according to the sign standards for the R-1 zoning district.

RECOMMENDATION:

At their meeting on March 22, 2023, on a vote of 6-0, the Planning and Zoning Commission recommended approval of the zoning code text amendment.

Minutes from the Planning and Zoning Commission meetings are attached below.

PLANNING & ZONING COMMISSION MINUTES

Discussion 2/8/2023

The next item for consideration by the Commission was a zoning text amendment to modify sign allowance for Civic and Institutional Uses in the Downtown Character District. Chair Lynch introduced the item and Ms. Howard provided background information. She explained that St. Patrick's School has asked to replace the existing monument sign. She stated that new freestanding signs are not allowed in the Urban General and Storefront frontages. Institutional and civic uses are different than other uses, so may need to be looked at a little differently when it comes to signage. She noted that in the Neighborhood frontages of the Downtown Character District, institutional uses are allowed signage similar to what is allowed in the R-1 Zone. Staff wants to discuss a solution that would allow signage for institutional uses in all frontage districts of the Downtown Character District according to the standards in the R-1 District. The result would be that all institutional and civic uses in the Downtown Character District would be treated the same with regard to signage allowances. Staff recommends gathering comments from the Planning and Zoning Commission and the public and set a public hearing for the next Planning and Zoning Commission meeting on March 22, 2023.

Mr. Larson made a motion to set the public hearing date for 3/22/23. Ms. Grybovych seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Hartley, Larson, Leeper and Lynch), and 0 nays.

Discussion 3/22/2023

The next item for consideration by the Commission was a Zoning Text Amendment modifying the sign allowance for Civic and Institutional Uses in the Downtown Character District. Chair Lynch introduced the item and Ms. Howard provided background information. She explained that there had been a request from St. Patrick's School to replace their freestanding monument sign but current sign allowances for the Downtown Character District would not allow for the requested sign because the school is located in the Urban General Frontage District. She noted that Institutional and civic uses are different than other uses, so may need to be looked at a little differently when it comes to signage. She noted that in the Neighborhood frontages of the Downtown Character District, institutional uses are allowed signage similar to what is allowed in the R-1 Zone, where monument signs with electronic message centers are allowed. Staff recommends amending the code to allow signage for institutional and civic uses in all frontage districts of the Downtown Character District according to the standards in the R-1 District. The result would be that all institutional and civic uses in the Downtown Character District would be treated the same with regard to signage allowances.

Ms. Grybovych made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Larson, Leeper, Lynch and Moser), and 0 nays.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION 26-194L. ARCHITECTURAL STANDARDS: SIGNAGE, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA TO CHANGE HOW SIGNAGE IS REGULATED FOR CIVIC AND INSTITUTIONAL USES IN A CHARACTER DISTRICT.

WHEREAS, Subsection 26-194L of the Cedar Falls Code of Ordinances, sets forth the rules and regulations for signage in a Character District and applies to properties located in the Urban General and Storefront Frontage areas of the Downtown Character District; and

WHEREAS, churches, schools, and other civic and institutional uses are important to the character and livability of downtown neighborhoods, but size, operations, and site features for these uses are generally different from other uses in the mixed-use core of downtown, having generally larger open spaces for playgrounds, gathering spaces, and parking lots; and

WHEREAS, rules for signage in the Urban General and Storefront Frontages of the Downtown Character District are intended to support main-street, mixed-use and storefront development, yet civic and institutional uses located along these frontages are more similar in character to institutional uses in the neighborhood frontage areas and thus it makes sense to regulate signage for said uses in a similar fashion as civic and institutional uses located in neighborhood frontages; and

WHEREAS, signage for civic and institutional uses located in neighborhood frontage areas are regulated according to the same rules that apply in the R-1 Residence District; and

WHEREAS, the Cedar Falls Planning and Zoning Commission on a vote of 6-0 recommended approval of (TA23-001), an amendment to the zoning code to allow signage for civic and institutional uses located in the Downtown Character District according to the same rules as apply in the Neighborhood Frontages;

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

Section 1: Subsection 26-194L., Architectural Standards: Signage, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended, deleting paragraph 2, Applicability, and in lieu thereof replacing it with the following paragraph:

2. Applicability.

The standards in this section apply to any sign that is CLEARLY VISIBLE FROM THE STREET-SPACE in the frontages designated as Urban General or Storefront, except for signs for Civic and Institutional Uses, as defined in this Chapter. Signs for Civic and Institutional Uses located

in a Character District and signs in the Neighborhood Frontages are regulated according to the sign standards for the R-1 zoning district.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

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: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Planning & Zoning Commission
FROM: Thom Weintraut, AICP, Planner III
DATE: April 17, 2023
SUBJECT: Rezoning Request, formerly 4919 Hudson Road (RZ20-007)

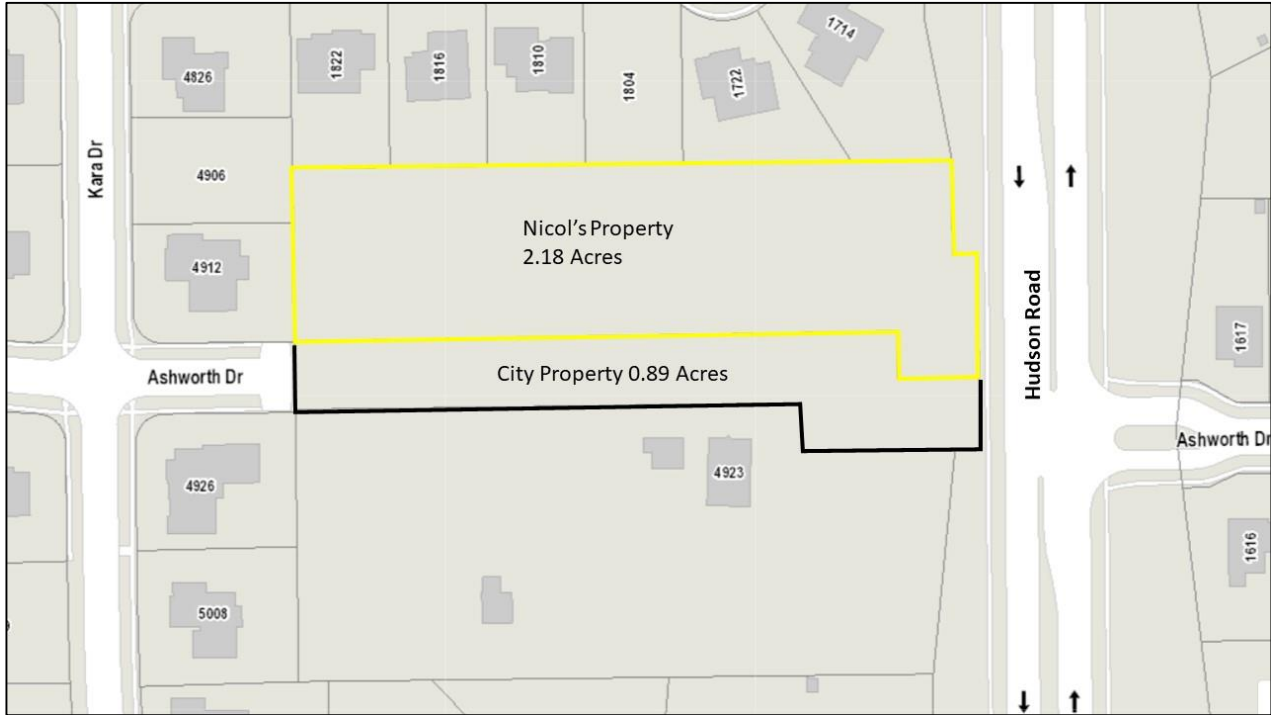
REQUEST: Rezone property from A-1 Agriculture District to R-1: Residence District.
PETITIONER: David Nicol; **OWNER(S):** David and Tamara Nicol, The City of Cedar Falls
LOCATION: Formerly 4919 Hudson Road

PROPOSAL

The proposal is to rezone a 2.18-acre (94,960.8 SF) parcel owned by David Nichol and a 0.89-acre (38,596 SF) parcel owned by the City located at on the west side of Hudson Road across from the intersection of Hudson Road and Ashworth Drive from A-1 Agriculture District to R-1 Residence District.

BACKGROUND

The properties were part of a 3.07-acre farmstead that contained a house built in 1918. In April 2022, the City purchased the south 0.89-acre portion of the Nicol's property containing the house to connect Ashworth Drive in Prairie Winds 4th Addition eastward to Hudson Road. Ashworth Drive is a critical street connection in this area of the city, providing an east-west street connection from Greenhill Road through Greenhill Village to Hudson Road and from Hudson Road through the Prairie Winds Subdivision to Arbors Drive next to Aldrich Elementary School and will extend further to west as the city expands in the future. Mr. Nicol would like to rezone the property from A-1 Agriculture to the R-1 Residence District to allow the subdivision of the property into residential lots similar in size to those on the north and west sides of the parcel. Since the new street (City property) is intended for the extension of Ashworth Drive, a residential street, the right-of-way for this future street should also be rezoned to R-1 (see location on next page). The properties adjacent to the north and west side of this parcel are zoned R-1 and the parcel to the south is zoned A-1 and contains a former barn converted to a residential structure.



ANALYSIS

CURRENT ZONING

The purpose of the A-1 Agriculture District is to act as a “holding zone” in areas of the city that are undeveloped and not served by essential municipal services. These properties along with the property to the south are surrounded by residential uses and therefore, the current agriculture zoning is not consistent with the surrounding area.

The request is to change the zoning on two parcels totaling 3.05 acres of land located along the west side of Hudson Road across from the intersection of Ashworth Drive. The property is currently not developed, but it had been the location of a residential structure which was located on the portion of the property purchased by the City for the extension of Ashworth Drive.

PROPOSED ZONING

The R-1 Residence District Zone will allow for one and two-unit dwellings, public and parochial schools, private noncommercial recreation areas by right and houses of worship with a Planning and Zoning recommendation to City Council. The site is surrounded by residential uses and therefore the zoning change will be compatible with the surrounding area and will allow for a higher and better use of the property in an area where there are existing support services available.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies these two parcels as low density residential with typical densities of 1 to 4 units per acre. The requested R-1 zoning is consistent with the Comprehensive Plan and the request would not require an amendment to the Future Land Use Map.

ACCESS TO PUBLIC SERVICES

The property is in a developed area of the city and has access for connection to all utilities and public services.

ACCESS TO ADEQUATE STREET NETWORK

The property fronts on Hudson Road on the east and has a stub connection on the west to Ashworth Drive. The City purchased a portion of the parcel along the south side of the property with the intent of constructing Ashworth Drive between Hudson Road to the east and Kara Drive to the west. Upon completion of the connection the property will have adequate access to the street network.

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, has no concerns with the proposed rezoning request.

STAFF RECOMMENDATION

Gather any comments from the Planning and Zoning Commission and public, then continue the discussion on this rezoning request and set the date for public hearing for the next Planning and Zoning Commission meeting on March 8, 2023.

PLANNING & ZONING COMMISSION

Introduction 3/8/2023 Chair Lynch introduced the item and Mr. Weintraut provided background information. The proposal is to rezone the property to allow for residential development. He explained that staff recommends gathering comments from the Planning and Zoning Commission and the public and set a public hearing for the next Planning and Zoning Commission meeting on March 22, 2023.

Adam Daters, CGA Engineers introduced himself as the representative for the petitioner and made himself available for questions.

Mr. Leeper made a motion to set a public hearing for the next meeting. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Hartley, Larson, Leeper and Lynch), and 0 nays.

Discussion & Vote 3/22/2023 Chair Lynch introduced the item and Mr. Larson recused himself from the item. Mr. Weintraut provided background information, explaining that the property is located on Hudson Road west of Cypress Avenue and north of Tomahawk Lane. The petitioner would like to rezone the property to allow for two-unit dwelling units and parochial schools. He discussed how the petition fits in to the Future Land Use and Comprehensive Plan and noted that staff recommends approval of the rezoning.

Ms. Grybovych asked about an email that was shared regarding roads not being extended and who would be responsible for development of the roads. Mr. Weintraut explained that the City is providing the road as it is a priority to make the needed connection.

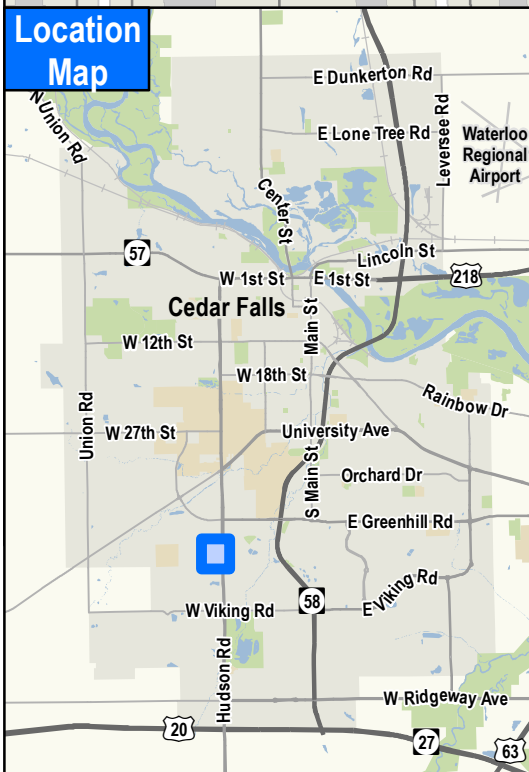
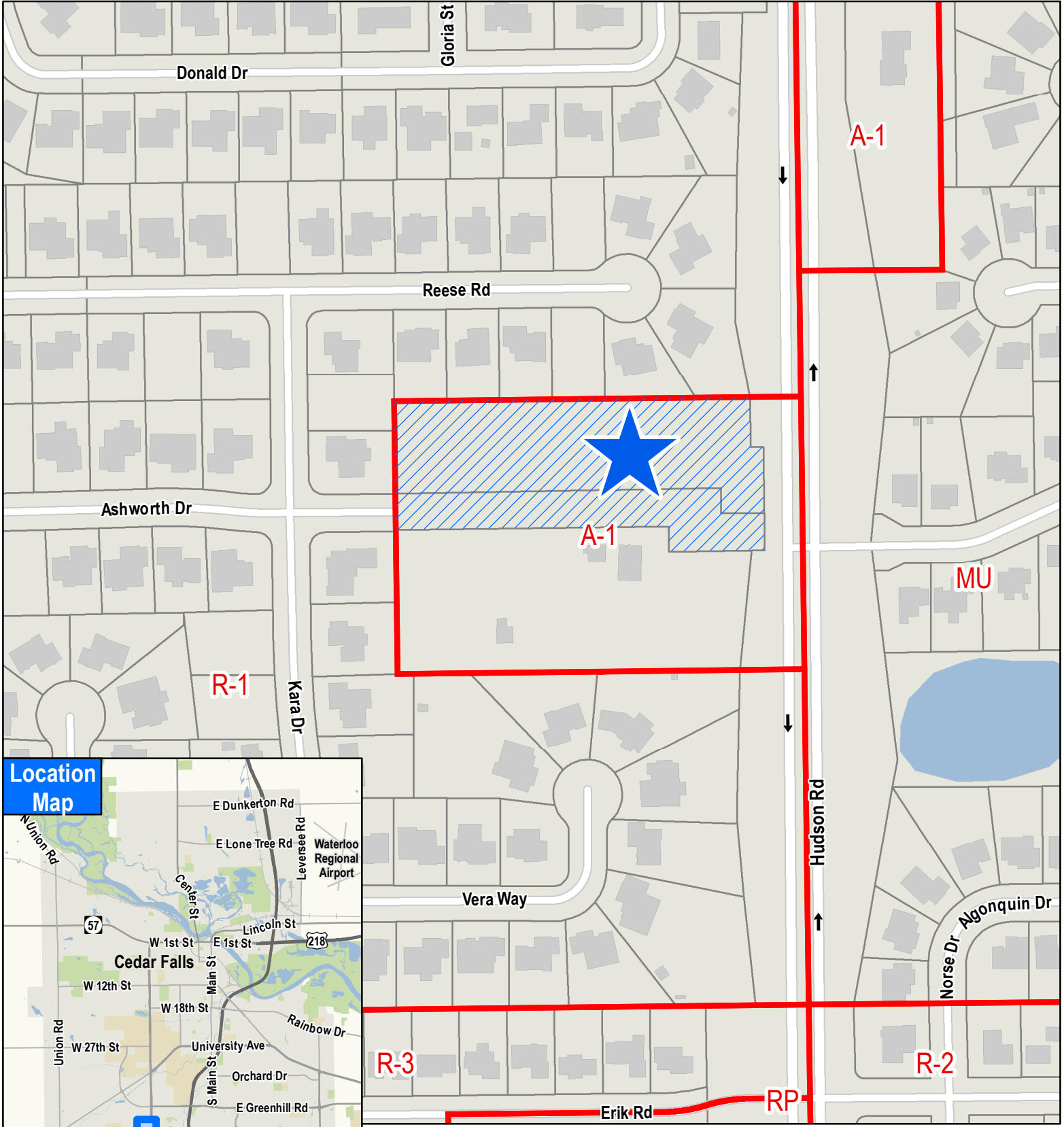
Ms. Crisman made a motion to approve the item. Ms. Moser seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Leeper, Lynch and Moser), 1 abstention (Larson) and 0 nays.

Attachments: Location Map
Rezoning request letter
Nicol Legal Description
Nicol Rezoning Exhibit Plat
City Legal Description
City Rezoning Exhibit

Cedar Falls Planning and Zoning Commission

March 8, 2023

Item 8.

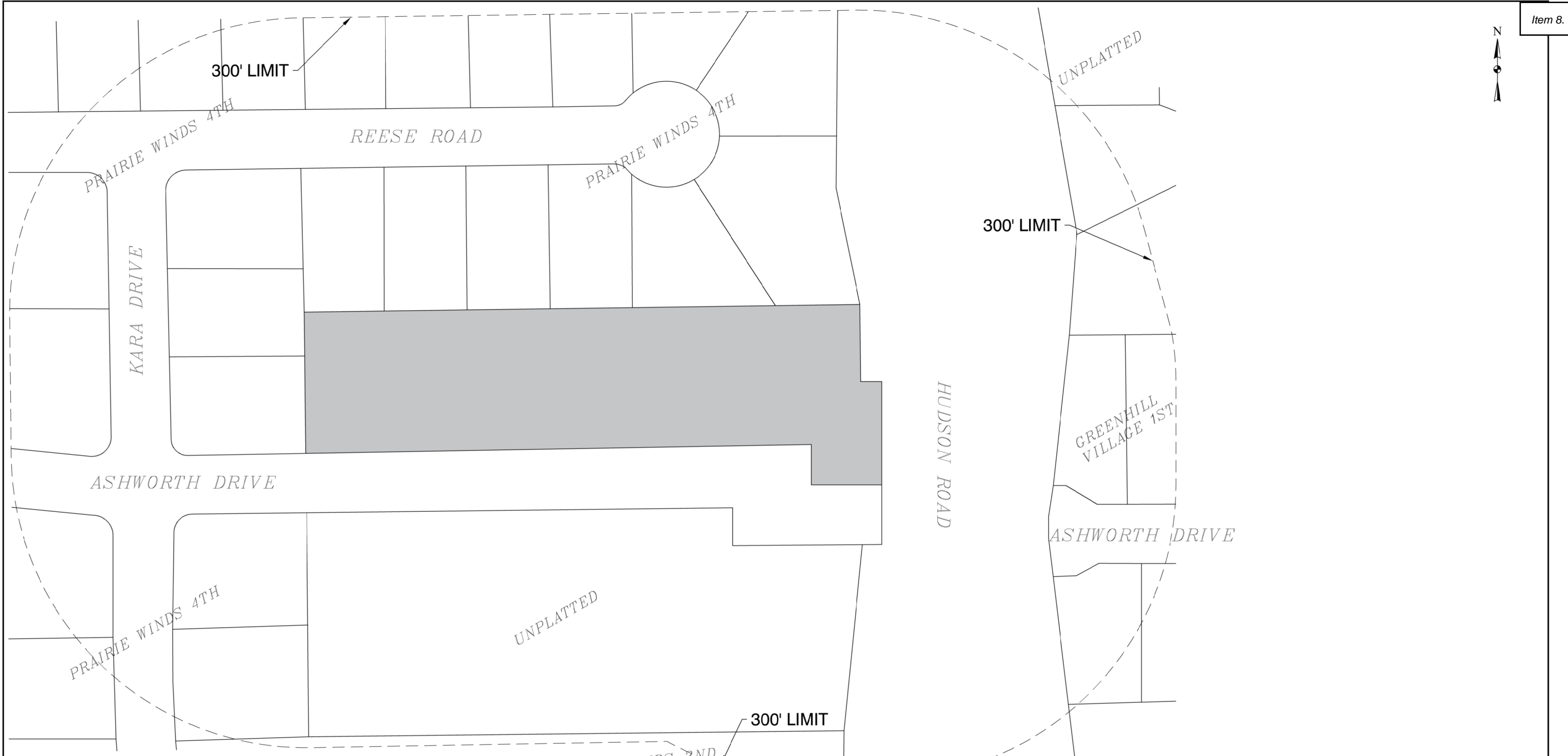


Rezoning from A-1 to R-1
Formerly 4919 Hudson Rd.
(RZ23-001)

Legal for Rezoning

A part of the South $\frac{1}{2}$ of the Northwest Quarter of Section No. 26, Township No. 89, Range No. 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows:


Beginning at a point on the East Line of said Northwest Quarter 725.2 feet North of the Southeast corner of said Quarter: thence West right angles a distance of 215 feet; thence North at right angles a distance of 40 feet; thence West at right angles a distance of 435 feet; thence North at right angles a distance of 205 feet; thence East at right angles a distance of 650 feet to the east line of said Northwest Quarter; thence South a distance of 245 feet to the point of beginning. EXCEPT those parts conveyed for road purposes in Land Deed Book 91 Page 491, Land Deed Book 553 Page 528, and Parcel C as described in File No. 2022-00025092 in the Office of Recorder, in Black Hawk County, Iowa.

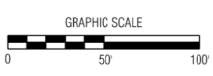


LEGAL DESCRIPTION:

A PART OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SECTION NO. 26, TOWNSHIP NO. 89, RANGE NO. 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER 725.2 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER; THENCE WEST RIGHT ANGLES A DISTANCE OF 215 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 40 FEET; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 435 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 205 FEET; THENCE EAST AT RIGHT ANGLES A DISTANCE OF 650 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH A DISTANCE OF 245 FEET TO THE POINT OF BEGINNING. EXCEPT THOSE PARTS CONVEYED FOR ROAD PURPOSES IN LAND DEED BOOK 91 PAGE 491, LAND DEED BOOK 553 PAGE 528, AND PARCEL C AS DESCRIBED IN FILE NO. 2022-00025092 IN THE OFFICE OF RECORDER, IN BLACK HAWK COUNTY, IOWA.

 PROPERTY REQUESTING TO BE REZONED FROM "A-1" TO "R-1"



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: ### DATE: ###
 DRAWN: LSK DATE: ###
 CHECKED: ACD DATE: ###
 APPROVED: ### DATE: ###

ASHWORTH NORTH SUBDIVISION
 CEDAR FALLS, IOWA

REZONING EXHIBIT PLAT

PROJECT NO. 5885
 SHEET NO. EX.01

J:\0885\03-Master Planning\Rezoning\0885 Rezoning Exhibit.dwg - CGA Plan - 01-11-23 - 10:02am - lkossman

Acquisition Plat
Part of the Southeast 1/4 of the Northwest 1/4
Section 26, Township 89 North, Range 14 West of the 5th P.M.
City of Cedar Falls, County of Black Hawk, State of Iowa

Item 8.

DESCRIPTION OF ACQUISITION (PARCEL C)

That part of the Southeast Quarter of the Northwest Quarter of Section No. 26, Township 89 North, Range 14 West of the Fifth Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2 inch rebar in a monument box; thence North 00°42'50" West, along the East line of the Northwest Quarter of said Section 26, a distance of 725.14 feet (725.20 feet record); thence South 89°20'50" West, 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of a parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point also is on the South line of the parcel of land described in Document No. 2012-5324 in the Office of the Black Hawk County Recorder, point being a 1/2 inch rebar with License Number 2697, also being the Point of Beginning; thence South 89°20'50" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 152.48 feet, point being a 1-1/2 inch pinch pipe; thence North 00°40'05" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 39.96 feet (40.00 feet record), point being a 1-1/2 inch pinch pipe; thence South 89°16'14" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 435.09 feet (435.00 feet record) to the Northeast corner of Lot 22 of Prairie Winds 4th Addition, point being on the West line of the parcel of land described in said Document No. 2012-5324, point being a 1-1/2 inch iron pipe; thence North 00°43'46" West, along the West line of the parcel of land described in said Document No. 2012-5324, a distance of 60.00 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point being a 1/2 inch rebar with License Number 17162; thence North 89°16'14" East, 518.45 feet; thence South 00°44'42" East, 40.07 feet; thence North 89°20'50" East, 69.30 feet to the presently established Westerly right-of-way line of Hudson Road; thence South 00°30'40" east, 60.00 feet along the presently established Westerly right-of-way line of Hudson Road to the Point of Beginning.

Containing 38,596 Square Feet or 0.87 Acre.

Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record.

NOTE: The West line of said Northwest Quarter is assumed to bear North 00°42'50" West for this description

Item 8.

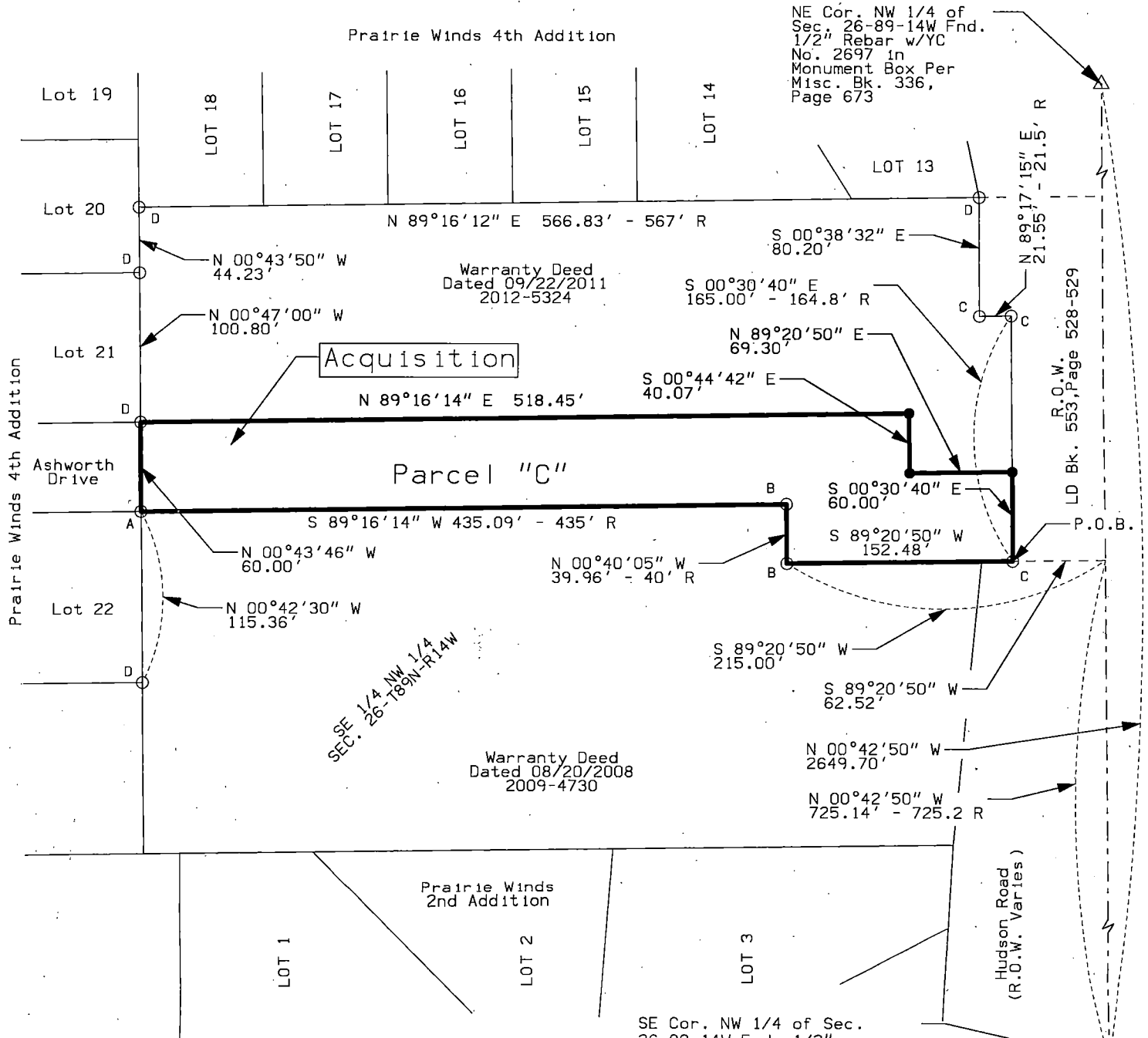
Reserved for County Recorder's Use

Index Legend	
Location:	Part of SE 1/4 of the NW 1/4, Sec. 26-T89N-R14W Cedar Falls, Black Hawk Co., Iowa
Requestor:	City of Cedar Falls
Proprietor:	David A. Nicol and Tamara M. Nicol
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To:	AECOM, mike.fagle@aecom.com - 319-874-6595

Parcel Letter "C" was assigned on 11/25/2020 by the Black Hawk County Auditor's Office

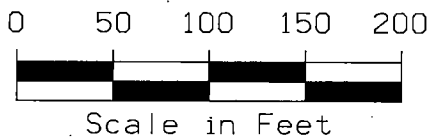
Acquisition Plat
Part of the Southeast 1/4 of the Northwest 1/4
Section 26, Township 89 North, Range 14 West of the 5th P.M.
City of Cedar Falls, County of Black Hawk, State of Iowa

Acquisition - 38,596 Square Feet or 0.89 Acre

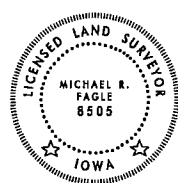


Legend

- A = Found 1 1/2" Iron Pipe
- B = Found 1 1/2" Pinch Pipe
- C = Found 1/2" Rebar YPC No. 2697
- D = Found 1/2" Rebar OPC No. 17162
- R = Record Dimension
- = Set 1/2" X 24" Rebar w/YPC 8505



Date Signed 4-06-2022
Date of Survey 6-08-2021



I hereby certify that this Land Surveying document was prepared by me, or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Michael R. Fagle 4-6-2022
MICHAEL R. FAGLE Date
License number 8505
My license renewal date is December 31
Pages or sheets covered by this seal: 105
Sheets 1 and 2 of 2.



Prepared by: Thomas Weintraut, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 3.07 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE A-1, AGRICULTURE DISTRICT AND ADDING IT TO THE R-1, RESIDENCE DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 3.09 acres of property from A-1, Agriculture District to R-1, Residence District, more specifically described below; and

WHEREAS, said R-1 Residence Zoning District allows for residential development that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and public services are available to support development according to the R-1 Residence Zoning District; and

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

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

WHEREAS, 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 is incorporated into and made a part of said Ordinance by reference; and

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

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

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

Legal DescriptionNicol Property:

A part of the South ½ of the Northwest Quarter of Section No. 26, Township No. 89, Range No. 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, described as follows:

Beginning at a point on the East Line of said Northwest Quarter 725.2 feet North of the Southeast corner of said Quarter: thence West right angles a distance of 215 feet; thence North at right angles a distance of 40 feet; thence West at right angles a distance of 435 feet; thence North at right angles a distance of 205 feet; thence East at right angles a distance of 650 feet to the east line of said Northwest Quarter; thence South a distance of 245 feet to the point of beginning. EXCEPT those parts conveyed for road purposes in Land Deed Book 91 Page 491, Land Deed Book 553 Page 528, and Parcel C as described in File No. 2022-00025092 in the Office of Recorder, in Black Hawk County, Iowa.

And

City of Cedar Falls Property:

That part of the Southeast Quarter of the Northwest Quarter of Section No. 26, Township 89 North, Range 14 West of the Fifth Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 26, point being a 1/2 inch rebar in a monument box; thence North 00°42'50" West, along the East Line of the Northwest Quarter of said Section 26, a distance of 725.14 feet (725.20 feet record); thence South 89°20'50" West, 62.52 feet to the presently established Westerly right-of-way line of Hudson Road, being the Southwest corner of a parcel of land described in Land Deed Book 553 Pages 528-529 in the Office of Black Hawk County Recorder, point also is on the South line of the parcel of land described in Document No. 2012-5324 in the Office of the Black Hawk County Recorder, point being a 1/2 rebar with License Number 2607, also being the Point of Beginning; thence South 89°20'50" West, along the south line of the parcel of land described in said Document No. 2012-5324, a distance of 152.48 feet, point being a 1-1/2 inch pinch pipe; thence North 00°40,05" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 39.96 feet (40.00 feet record), point being a 1-1/2 inch pinch pipe; thence South 89°16'14" West, along the South line of the parcel of land described in said Document No. 2012-5324, a distance of 435.09 feet (435.00 feet record) to the Northeast corner of Lot 22 of Prairie Winds 4th Addition, point being on the West line of the parcel of land described in said Document No. 2012-5324, point being a 1-1/2 inch iron pipe; thence North 00°43'46" West, along the West line of the parcel of land described in said Document No. 2012-5324, a distance of 60.00 feet to the Southeast corner of Lot 21 of Prairie Winds 4th Addition, point being a ½ inch rebar with License Number 17162: thence North 89°16'14 East, 518.45 feet; thence South 00°44'42" East, 40.07 feet; thence North 89°20'50" East, 69.30 feet to the presently established Westerly right-of-way line of Hudson Road; thence South 00°30'30" east, 60.00 feet along the presently established Westerly right-of-way line of Hudson Road to the Point of Beginning.

Containing 35,596 Square Feet or 0.87 Acre.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

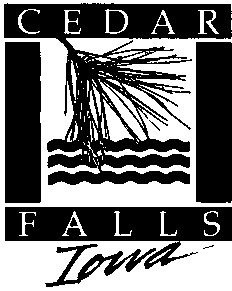
PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

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

Planning & Community Services Division

TO: Mayor Robert M. Green and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: April 17, 2023
SUBJECT: Rezoning Request – Sands Property, North Cedar (RZ22-004)

REQUEST: Rezone the southern 14.43 acres of the Sands property from A-1 Agricultural District to R-2 Residence District (RZ22-004)

PETITIONER: Jim Sands Construction LLC

LOCATION: North of Black Hawk Park Addition and west of Cypress Avenue

PROPOSAL

The applicant requests to rezone 14.43 acres of land that is located north of Black Hawk Park Addition from A-1 Agricultural District to R-2 Residence District. The rezoning will allow the development of residential lots of similar size to the surrounding residential lots. The property owner proposes to rezone the portion of the land that is known to be able to be serviced for sewer at this time. This will allow the development of part of the subdivision while the applicant works to make sure that the northern 2/3s of the property is able to be supported by sewer.

BACKGROUND

The parcel has been within the A-1 Agricultural District since the parcel was annexed into the City in 1971 and is being used for agricultural uses. The land to the south and west of the property is zoned



R-2 and developed as residential lots and the land to the north and east are within the A-1 Agricultural District and being used for Agricultural uses.

The current owner recently purchased this property with the intent of developing residential lots. The rezoning of this property must be carefully considered by evaluating the characteristics of the land and surrounding properties. This staff report will outline a number of these elements to have a firm understanding of the future use of this property.

On March 2, 2023, the applicant asked for an additional 10 feet of land to the north to be included in the rezoning. This changed the original proposal from 14.18 acres to 14.43 acres. Revised zoning map is included in the packet.

ANALYSIS

The applicant requests the properties to be rezoned to the R-2 District. Rezoning considerations involve the evaluation of three main criteria:

- 1) *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*

The rezoning request is consistent with the Comprehensive Plan or Future Designations.

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-2 Residential Zoning District is to provide opportunities for low density, detached and attached residential development in areas that are served by essential municipal services.

The current land use map is designated as low density residential (yellow) and Parks and Rec (green).

The property owner has indicated to the City that he is agreeable to adding a neighborhood park within the development. A neighborhood park is typically 1-3 acres depending of the size of the neighborhood the park is serving. Park land or private neighborhood open space will be evaluated with the preliminary plat.



In conclusion, Planning and Zoning Commission finds that the proposal is consistent with Future Land Use Map of the Comprehensive Plan.

2) *Is the property readily accessible to sanitary sewer service?*

Yes, all utilities are readily available to the site. Sanitary sewer is available to the portion of the property that is being requested for rezoning to R-2. The northern 2/3 of the property would have to be served from the north and is currently not readily available. Staff anticipates that if the rezoning is approved, the applicant will move forward with a preliminary plat that would maintain the northern portion as an outlot for future development. Once a plan for extension of sewer to this portion is determined, a rezoning and further platting of the outlot would be required. Therefore, the property owner requests to rezone the southern 14.43 acres of the parcel that will be considered the first phase of the development. This portion of the property can be serviced with sanitary sewer from the connections available at the dead ends of Hiawatha Road and Pocahontas Road.

3) *Does the property have adequate roadway access?*

The property owner has not demonstrated that the entire property has adequate roadway access; therefore, the property owner has chosen to rezone a portion of the property. The 14.43 acres has adequate roadway access from Hiawatha Road and Pocahontas Road which connects to Lone Tree Road. Similar to extension of the sanitary sewer, future rezoning and platting of the northern 2/3 of the property could occur in the future when an adequate roadway network has been determined.

NOTICES

A notice was mailed to property owners within 300 feet of the part of the lot that is under consideration on February 14, 2023, regarding this rezoning request. Due to the weather cancelation, a second notice was mailed on February 28, 2023.

Notice of the Planning and Zoning Commission Public Hearing was published in the Waterloo-Cedar Falls Courier on March 14, 2023.

Notice of the City Council Public Hearing was published in the Waterloo-Cedar Falls Courier on April 7, 2023.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval of RZ22-004, a request to rezone approximately 14.43 acre portion of the Jim Sands Construction LLC property from A-1 Agricultural District to R-2 Residence District.

PLANNING & ZONING COMMISSION

3/8/23
Introduction The next item for consideration by the Commission was a rezoning from A-1 to R-2 for 14.43 acres of land west of Cypress Avenue and north of Tomahawk Lane. Chair Lynch introduced the item and Ms. Pezley provided background information. She explained the rezoning would allow the development of residential lots of similar size to the surrounding lots. The property owner proposes to rezone the portion of the land that is known to be serviced for sewer at this time. She explained the criteria staff looks at when considering rezonings and noted that the R-2 zoning is appropriate according to the Comprehensive and Future Land Use Plans. She discussed the current access to public services and adequate street network. Staff recommends gathering comments from the Planning and Zoning Commission and the public, and to set a public hearing for the next Planning and Zoning Commission meeting on March 22, 2023.

Dan Arends, VJ Engineering, (3714 Center Street), explained that they are currently working with staff on a final design of a subdivision for the property.

Scott, Bonorden, 1021 Rocklyn Street, stated concerns with stormwater management and wants to ensure that it is designed correctly.

John Metcalf, 3421 Cypress, also stated concerns with stormwater management and spoke to current issues they have in the area.

Matthew Tolan, Civil Engineer II, discussed options for stormwater management that engineering has been working on with the petitioner, which will be addressed with the subdivision plat.

Ms. Pezley noted an email that was received after the packet was published for the Commission to review, which was handed out at the meeting.

Mr. Larson made a motion to set a public hearing for the next meeting. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Hartley, Larson, Leeper and Lynch), and 0 nays.

Public
Hearing
3/22/23

Tom Herzmann, 1122 West 10th Street, spoke as representative of the buyer of the property under contract for 1317 Tomahawk Lane. He noted concerns with the stormwater management plan, size, and density of the property. He also asked about the plan for curbs and gutters on the streets. Ms. Pezley stated that the existing streets will not change and the streets that would be proposed in the subdivision will be reviewed in the preliminary plat process. Stormwater requirements would also be reviewed at that time.

Jon Metcalf, 3421 Cypress, noted concerns with the water and the potential phasing of the project.

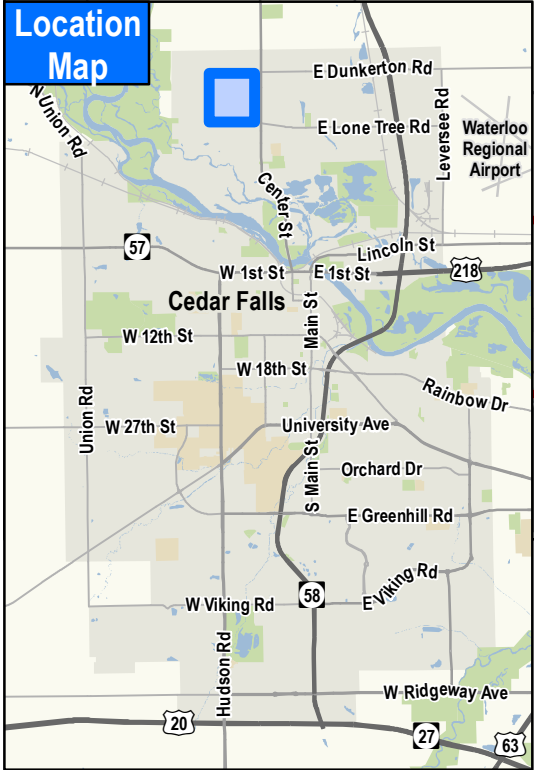
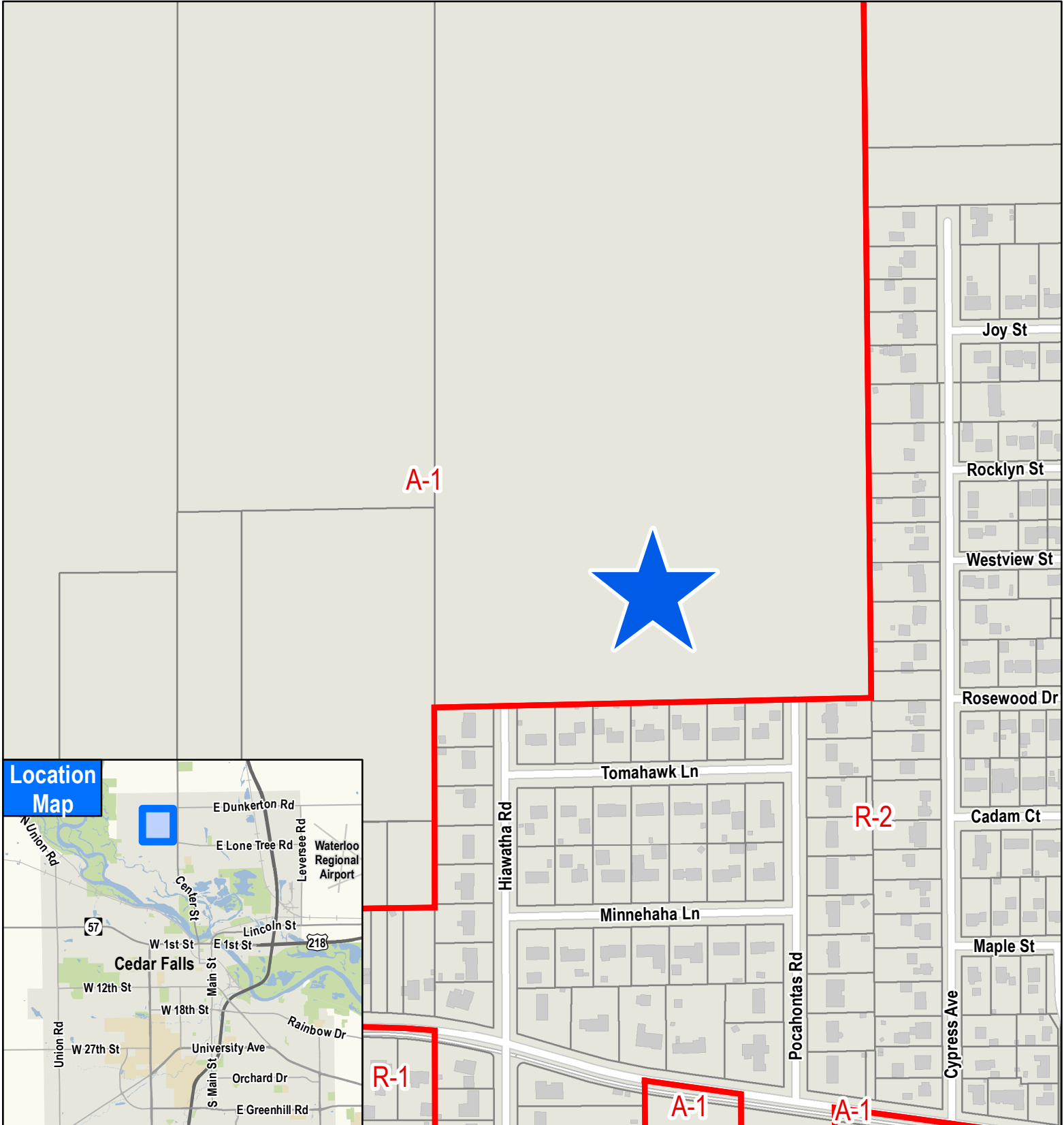
Mr. Leeper clarified that the current vote won't be about the water, just the zoning, but the Commission has heard the concerns about the water and will ensure that those concerns will be addressed at the next stage.

Larsen made a motion to approve the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Larson, Leeper, Lynch and Moser), and 0 nays.

Cedar Falls Planning and Zoning Commission

March 8, 2023

Item 9.



**Rezoning from A-1 to R-1
N of Black Hawk Park Add.
(RZ22-004)**

Rezoning Plat

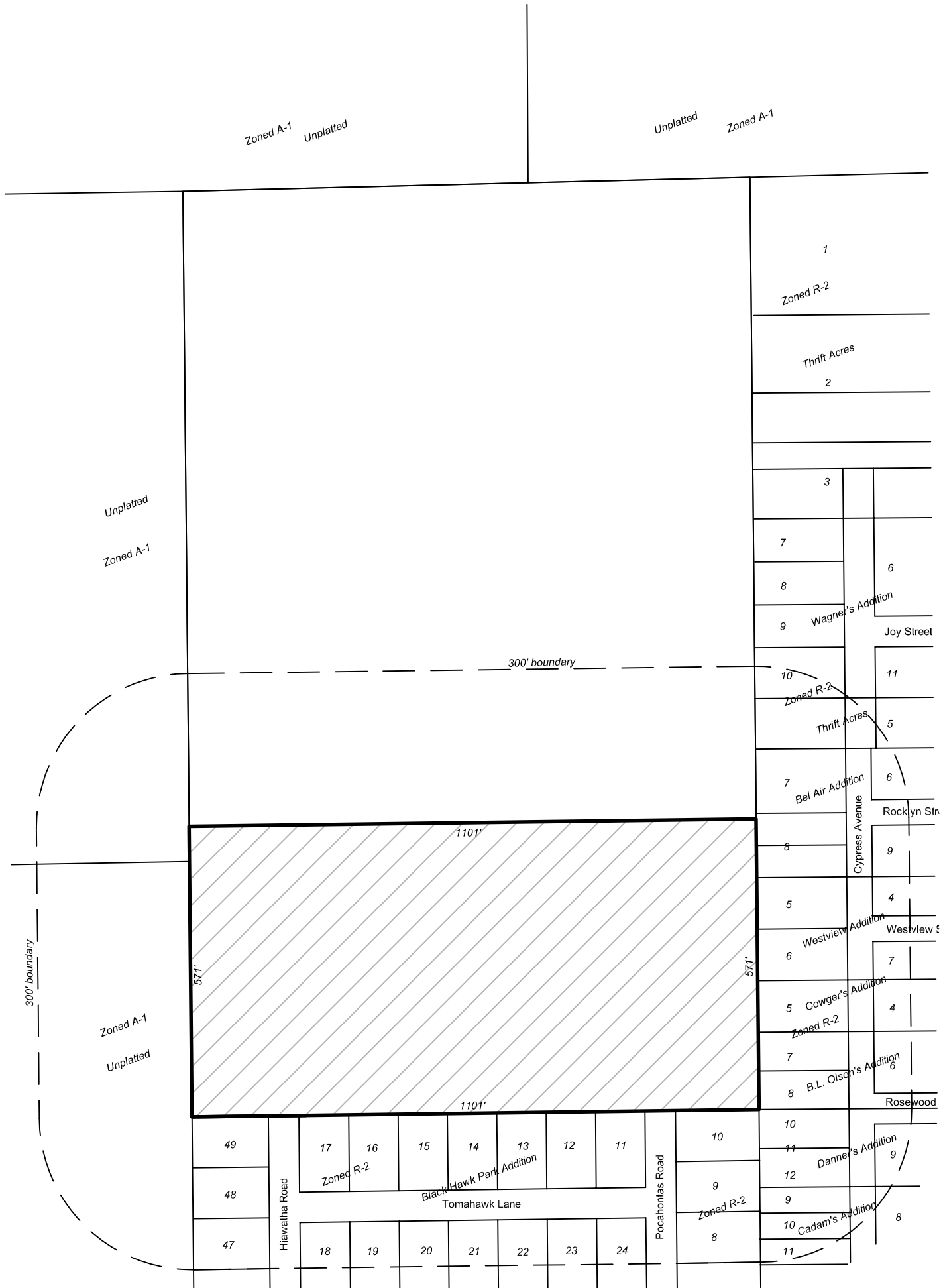
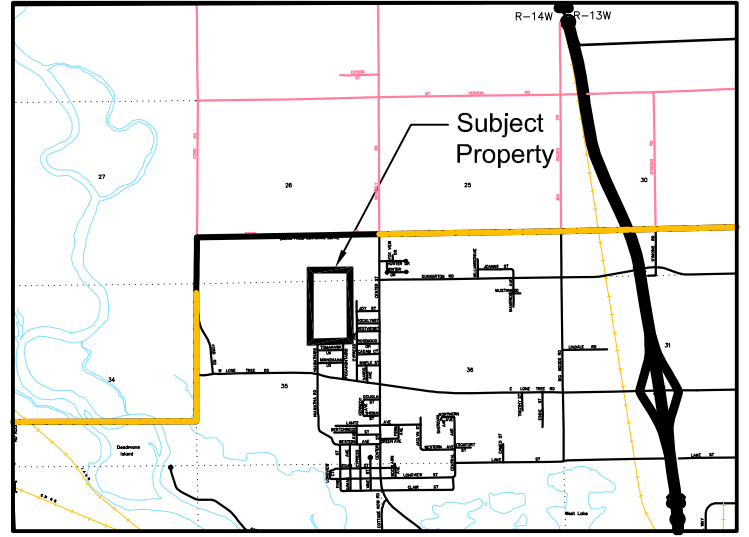
Part of the NE 1/4, Section 35-T90N-R14W
 Black Hawk County
 Cedar Falls, Iowa

Legal Description:

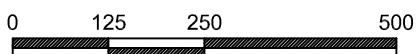
The South 571 feet of the North 1,830 feet of the West 66 and 2/3 acres of the East Three-Quarters of the Northeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa. Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

Notes:

Current Zoning: A - Agriculture
 Requested Zoning: R-2 - Residential
 Proprietor: Jim Sands Construction, LLC
 Rezoning Requested by: Jim Sands



NORTH



228111

Rezoning Plat
 Pt of the NE1/4 Sec 35-90-14



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

scale		3-2-23
1"=250'		
drawn by		
SJL		
date		
1-18-23	revisions	date

Michelle Pezley

From: Michelle Pezley
Sent: Tuesday, March 7, 2023 11:17 AM
To: 'Gary Ihnen'
Subject: RE: Rezoning Request by Jim Sands LLC

Hi Lorraine,

The City received your comments regarding the rezoning request by Jim Sands Construction LLC. Your email will be given to the Planning and Zoning Commission for the meeting tomorrow.

Sincerely,

Michelle

Michelle Pezley, AICP
 Planner III
 City of Cedar Falls

From: Gary Ihnen
Sent: Tuesday, March 7, 2023 8:11 AM
To: Michelle Pezley <Michelle.Pezley@cedarfalls.com>
Subject: Rezoning Request by Jim Sands LLC

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

To Members of the Cedar Falls Planning and Zoning Committee:

As a long time resident of Cedar Falls and the North Cedar neighborhood I would like to express my concerns regarding Mr. Sands request to rezone land adjacent to my home. To be honest I would have preferred that this parcel of ground was off the radar of any developer and the city planners as a whole. But no such luck. I hope as members of this Committee and residents of Cedar Falls you take the time to note my concerns.

First is the issue of run-off from this area. As you know it can be a problem during the spring or times of heavy rain. Now add several hundred buildings and accompanying streets and that issue becomes even more problematic. Collection ponds can only do so much and many of them just become weed filled holes. How is this problem going to be addressed PRIOR to Mr. Sands developing the area?

Second is traffic access to this area. On average most families have at least 2 cars. If 50 additional homes are added to our neighborhood that is an additional 100 cars traveling on Pocahontas and Hiawatha Roads. Multiply that by 2 times a day, add in delivery, mail and other traffic. Can these two streets handle that kind of wear and tear? How will that impact those living on these streets? Will the city be requiring Mr. Sands to provide east/west access from Center Street?

Third is environmental impact. Including light pollution, loss of habitat for wildlife and noise. One of the best things about our neighborhood is it gets dark at night. We see many new birds migrating through or settling into our area. Deer and other wild life make this area their home. It is a quiet neighborhood. How will additional homes affect this?

Please take the time to investigate and consider these concerns prior to rezoning this land. Thank you for your time as well.

Respectfully,
Lorraine Ihnen

Cedar Falls

Prepared by: Michelle Pezley, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 14.34 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE A-1, AGRICULTURAL DISTRICT AND ADDING IT TO THE R-2, RESIDENCE DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 14.34 acres of property from A-1 Agricultural Zoning District and placed in the R-2 Residence Zoning District more specifically described below; and

WHEREAS, said R-2 Residence Zoning District allows for residential development that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and public services are available to support development according to the R-2 Residence Zoning District; and

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

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

WHEREAS, 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 is incorporated into and made a part of said Ordinance by reference; and

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

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

Section 1. That the property legally described below, be and the same, is hereby removed from the A-1 Agricultural District and added to the R-2 Residence District:

LEGAL DESCRIPTION

The South 571 feet of the North 1,830 feet of the West 66 and 2/3 acres of the East Three-Quarters of the Northeast Quarter of Section 35, Township 90 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa. Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk



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: Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: March 20, 2023
SUBJECT: Petition from City Council to amend the Downtown Character District (TA22-003)

On July 18th, 2022, the City Council held a public hearing on an ordinance to amend the Downtown Character District zoning regulations recommended unanimously by the Planning and Zoning Commission at their June 8th meeting. In effect, this ordinance would have required site plans for new buildings proposed in the Urban General, Urban General 2, and Storefront frontages to be reviewed by the Planning and Zoning Commission and approved by the City Council as per the City Council's original petition.

After the close of the public hearing the City Council discussed the proposed ordinance and a motion passed to refer the ordinance back to the Planning and Zoning Commission with a petition for additional amendments to the zoning ordinance "to include review of any site plan that would expand the floor plan or where residential is being added, similar to language in Section 26-196, C.2.b." The minutes of this discussion are listed below.

Minutes from the July 18th City Council meeting:

It was moved by deBuhr and seconded by Harding that an ordinance, amending Chapter 26, Zoning, of the Code of Ordinances relative to Planning & Zoning Commission review of site plans in the Downtown Character District (CD-DT), be passed upon its first consideration. Following questions by Councilmembers Harding and Kruse, and responses by City Attorney Rogers and Planning & Community Services Manager Howard, it was moved by Kruse and seconded by Sires to petition the Planning & Zoning Commission to include review of any site plan that would expand the floor plan or where residential is being added, similar to language in Section 26-196, C.2.b. Following comments and questions by Councilmembers deBuhr, Kruse, Dunn, Harding and Sires, and responses by Howard, it was moved by Harding to call the question on the original motion. Motion failed 3-4, with deBuhr, Kruse, Ganfield and Sires voting Nay. Following comments by Mayor Green, and questions and comments by Councilmembers deBuhr, Kruse, Harding, Dunn and Schultz, the Mayor put the question on the motion to petition the Planning & Zoning Commission. Motion carried 4-3, with Dunn, Schultz and Harding voting Nay.

Direction from Planning and Zoning Commission

At the Commission's August 10, 2022 meeting, the Commission discussed the petition from the City Council and directed staff to prepare draft language for consideration at a public hearing on August 24, 2022.

At their August 24, 2022 meeting, on a vote of 4-5, the Planning and Zoning Commission recommended denial of the attached amendments to the zoning ordinance. Note: For context the P&Z minutes from both the original petition from the City Council (where the Commission recommended approval) and from the revised petition from the City Council (where the Commission recommended denial) are included below.

Council Action at the September 6, 2022 meeting: At the Council meeting on September 6, the City Council postponed setting the public hearing date until after Council decided whether to amend the voting threshold necessary to pass an ordinance disapproved by the Planning and Zoning Commission from 2/3 majority to simple majority.

The ordinance amendment regarding the voting threshold necessary to pass an ordinance disapproved by the Planning and Zoning Commission was resolved at the January 3, 2023 Council meeting when the City Council failed to override Mayor's veto of said ordinance change.

RECOMMENDATION ON POSTPONED ZONING ORDINANCE AMENDMENTS: Staff now recommends that the Council consider the following recommendation of the Planning and Zoning Commission:

- The Planning and Zoning Commission recommends denial of the petition from the City Council to require review and approval of site plans by the Planning and Zoning Commission and the City Council for certain projects in the Downtown Character District as set forth in the attached red-lined draft.

Note: Due to the disapproval of the proposed amendments by the Planning and Zoning Commission, it will require 2/3 majority of Council to approve the amendments.

Attachments:

- Red-lined draft of the most recent proposed changes to the zoning code per the petition from City Council.
- Proposed Ordinance

PLANNING & ZONING COMMISSION MINUTES

Introduction
03/23/22

The Commission then considered a zoning text amendment to add a requirement for Planning and Zoning review of site plans in the CD-DT. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that some commission members were not on the commission when the new code was discussed, so she will be providing some background information again. She explained that there was concern and frustration with the fact that it seemed as though a great deal of projects had to come through the commission for approval. The idea behind the new code was to create more clear and objective standards in the code, making less reason to have an extra review by the Commission. She discussed the role of the Commission, which includes planning for the future growth of the city, making recommendations on legislative matters related to planning and zoning (amendments to the zoning code, changes to zoning map, etc.) and making

recommendations on subdivision of land, including street extensions and proposals for parks. Review of site plans was not one of the official listed duties and was added to the code later for certain newer zoning and overlay districts.

Ms. Howard discussed potential options which include:

1. Maintain the code as currently adopted
2. Maintain as currently adopted, but staff provides monthly report to the Commission on site plans under review.
3. Require new buildings in the UG, UG2 and Storefront frontages to be reviewed and approved by Planning and Zoning.
4. Require all new buildings in the Downtown Character District to be reviewed and approved by Planning and Zoning
5. Require all site plans to be reviewed by Planning and Zoning and approved by City Council as was previously done in the CBD Overlay.

Mr. Larson feels that one of the primary objectives of the new zoning ordinance was to provide a clear set of rules and make it easier for developers and to potentially remove an often unnecessary step for the process. He suggested trying out option two to make sure there is some kind of a review.

Ms. Crisman also likes the second option and stated that she feels a bit discouraged by how many things have been coming back from council that the commission has put so much work into. She's not sure that adding another thing for approval is a great idea if things that have been worked so hard on are going to come back again. She likes the idea of staying in the loop and checking in on the work already done.

Mr. Holst feels that the new zoning process is a lot more efficient and less subjective so it is easier to check things through. The only thing that will be unfortunate to lose is the chance for public input. He also said that Planning and Zoning is a check for staff.

Mr. Leeper agreed with the comments from the Commission and stated that it is a tough place to be. He likes the second option and asked if there is a mechanism that would allow the planning and zoning commission to pull an item in for approval.

Mr. Hartley feels that it would be nice to have an overview for projects, maybe in the form of a monthly report so that the Commission can decide if they should take a closer look. His concern isn't just with the Commission not being able to see what is going to happen, but to give the public a chance to comment as well.

Ms. Howard stated that there needs to be a clear path created to deciding on whether a project needs to be considered by the Commission. After further conversation, the general direction from the Commission to go with a mixture of options two and three.

The Commission then considered Zoning Text Amendment and review of certain site plans in the Downtown Character District (CD-DT). Chair Leeper introduced the item and Ms. Howard provided background information with regard to previously discussed potential options for the review of site plans in the Downtown Character District. She discussed the proposed code language and showed a rendering of the frontage designations within the downtown area where P&Z and Council review of site plans would be required if these changes are adopted. She displayed the clarified/updated code language being proposed and explained what those changes mean and asked if there were any questions. Staff recommended that the Commission discuss the draft text amendment, provide direction, and consider setting a date of public hearing for the June 8 meeting.

Ms. Saul commented that the code changes proposed reflect what the Commission discussed and asked for. There was brief discussion with regard to different aspects of the changes.

A public hearing was set for the Commission meeting on June 8, 2022.

Public hearing and
Vote
6/8/2022

The next item for consideration by the Commission was a zoning text amendment with regard to review of certain site plans in the CD-DT District. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that it is currently on the table to change the zoning code to require new buildings in the Urban General (UG), Urban General 2 (UG2) and Storefront frontages to be reviewed by the Planning and Zoning Commission. She displayed a rendering of the Character District and the frontage destinations where the proposed amendments would apply. She offered to answer any questions about the proposed code changes and recommended that that Commission open the public hearing, discuss and make a recommendation to City Council on the proposed amendments.

Ms. Saul asked about the process if a residence is going to add square footage. Ms. Howard stated that this text amendment only addresses new buildings.

Mr. Holst clarified that this amendment addresses concerns about new construction and public input. Mr. Leeper added that this is a check and balance for significant projects in the area. Mr. Larson noted that the amendment could be revisited after a year to see if it is still necessary.

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

Introduction of
second petition
8/10/2022

The first item of business was a zoning text amendment for reviewing certain site plans in the CD-DT zoning district. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that in March the Commission considered various options for amending the code to have site plans reviewed at the Planning and Zoning meeting and approved by Council. Direction was given that the Commission is interested in reviewing site plans for new buildings in the Urban General and Urban General 2 and Storefront Frontages. In May staff brought forward draft language for Commission approval and a public hearing was held on June 8. City Council set a public hearing date for July 18 and Council approved a motion to refer the ordinance back to the Commission to consider amending the zoning ordinance "to include review of any site plan that would expand the floor plan or where residential is being added, similar to language in Section 26-196C.2.b." Staff recommends that the Commission discuss and provide direction to staff regarding the petition from City council.

Mr. Leeper asked what has changed since the last time the Commission voted unanimously on the item. Ms. Howard stated that she doesn't believe anything has changed. Council just felt that they would like to see further review by the Commission and Council. Mr. Holst stated that he would be okay with the added review if that's what Council wants.

Ms. Crisman disagreed stating that the code is written the way it is makes requirements clear. The Commission spending more time reviewing more things is not a good use of time as there are many projects that will be held up. Ms. Saul agreed with Mr. Holst.

Mr. Leeper stated that he has heard comments in the field that the process has been too complex and takes too long. People want to know specifically and clearly what can and can't be done. If the review process takes too much time it costs developers a lot of extra money.

Ms. Saul stated that she doesn't believe that parking issues have been fully addressed. Ms. Crisman felt that the code spells out what the parking expectations are so any added review is just adding a step. The review would not be needed if the code is followed.

Mr. Holst asked what Council specifically needs from the Commission. Ms. Howard stated that the Commission would need to vote on their petition for the changes. Staff would prepare an ordinance amendment per council direction, set a public hearing and the Commission could vote yes or no to the changes. If the Commission votes yes, Council would need majority vote for approval. If the Commission votes no, it would trigger a council supermajority vote on amendment. Staff will need to draft out what City Council is requesting for a vote by the Commission. Public hearing is scheduled for the August 24, 2022 Planning and Zoning Commission meeting.

Public hearing and
Vote
8/24/2022

The first item of business was a zoning text amendment regarding certain site plans in the CD-DT district. Chair Leeper introduced the item and Ms. Howard provided background information and explained that this is a public hearing regarding a petition from City Council to require P&Z review of site plans that would expand the floor plan or where residential is being added, similar to language in Section 26-196C.2.b. She showed the draft of the new language being proposed per the Council's petition. Staff recommends that the Commission discuss the proposed amendments to the Zoning Code and make a recommendation to City Council.

Ms. Moser stated that she feels this is putting the Commission in an awkward position as it was sent back to them after they had agreed on this item unanimously in an effort to streamline the process. To change it would add an extra layer to the process.

Ms. Grybovich added that no planning documents are perfect and they have discussed the ability to revisit the item down the road to allow the Commission to see if changes should be made. A lot of work has gone into this document and she feels that they should move forward with what the Commission has proposed.

Mr. Hartley stated that he has wrestled with creating a process that is efficient and easy to move through, but he also likes the idea of transparency and the ability for citizens to see everything laid out for them to see what is being proposed. He asked how much comes to the Commission currently with regard to site plans throughout the City. Ms. Howard stated that there are a number of zones where site plans are not reviewed through the Commission and City Council (i.e., R-1, R-2, R-3, R-4, C-1, C-2, etc.) Typically, the zones that are reviewed are planned developments that have a master plan associated with them (i.e., RP, HWY-1, MU, and other Overlay Zones, such as the previous CBD Overlay).

Mr. Holst feels that the positive side is the consideration of public transparency and can see the merit to adding the review. He believes there is a good deal of public

interest and feels that if this is what the Council would like to see he is comfortable with their recommendation. Ms. Saul stated she agrees with Mr. Holst.

Mr. Larson feels that the proposed language is a good middle ground and would support some additional oversight as long as the end goal is the intent to remove it from the equation. He doesn't believe the Commission needs to see everything that comes through and suggested that if it is amended to create more review there should be an agreement to revisit this in a year, if the process is too onerous.

Ms. Crisman stated her concern that once amended the ordinance will not be changed in the future to reduce unnecessary oversight of site plans. She doesn't feel that it has been sent back to the Commission from a concern for the public. She believes that the Commission has made every effort to make the code clear and it is P&Z's responsibility to focus on planning for the future, such as improvements to the code for College Hill and other areas that need attention rather than on minor site plan reviews. She stated that staff is very capable and excellent at reviewing site plans. The Commission had agreed previously that they were mostly just curious to see how it was working, not that there was concern or need for additional public comment. She doesn't feel that the public is worried about adding additional square footage to an existing building. She would like to move forward so the Commission can focus on other matters that need their attention. Mr. Larson agreed with the majority of these sentiments.

Mr. Holst stated that he could understand that this is a big change. He disagreed that the public doesn't care about projects like these. Mr. Larson noted that the only way that the Commission can decide on how the change will work is to make a decision and give it time to try out the process to see if there are any shortcomings that need to be taken into account.

Ms. Crisman stated that she doesn't believe that this is taking away the public's ability to provide comments. Every meeting has time set aside for public comment where they could share their thoughts and ideas.

Mr. Holst noted that people won't have a chance to comment on projects that aren't coming through Planning and Zoning. Mr. Leeper stated that the reason that the projects aren't coming through the Commission is because the rules in the code are clear so it would not be necessary. He feels that this is more of an issue of process and that the Commission spent a lot of time trying to get this right. The previous recommendation from the Commission to focus additional review only for new buildings was approved unanimously and he is wondering how long these minor changes to the code will continue to come back from the Council.

Ms. Grybovich asked what happens next in the process. Ms. Howard stated that at this time the Commission should decide to recommend for or against the proposed changes per the Council petition. If denial is recommended, it will require 2/3 of the Council to pass the ordinance. If approval is recommended a simple majority of Council will be required to pass the ordinance.

Mr. Larson made a motion to approve the proposed language changes. Ms. Saul seconded the motion. The motion was denied with 4 ayes (Hartley, Holst, Larson and Saul) and 5 nays (Crisman, Grybovich, Leeper, Lynch and Moser).

Note that in the red-lined version of the proposed code amendments, the strike-through notation indicates language to be deleted. Underlined text is new language added. All other language is unchanged and is included to provide context for the changes proposed. The highlighted section is the language that was amended per City Council's petition for further revisions forwarded after the public hearing at City Council on July 18, 2022.

Amend Section 26-191C., Applicability, as follows:

C. Applicability and Development Review

1. Where an adopted Regulating Plan is shown on the zoning map, these Character District standards immediately apply at the parcel level.
2. ~~The process for developing or redeveloping within a Character District is delineated in Section 26-36 through Section 26-39. All applications for development or redevelopment within a Character District shall be reviewed and approved according to the procedures set forth in Section 26-36 through Section 26-39. Applications shall be administratively reviewed and approved, except for the following:~~
 - a. Site plans for new buildings on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
 - b. Any plan for expanding the gross floor area of an existing building on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
 - c. Any plan for one or more additional dwelling units within an existing building on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
3. With regard to any of the exceptions listed in subparagraphs a., b., and c., above, the Zoning Administrator, in consultation with the Zoning Review Committee and Technical Review Committee, shall prepare and forward a report along with the site plan and supporting documents to the Planning and Zoning Commission and City Council for review and approval according to procedures set forth in Section 26-36(d), Review and Decision-making.

Amend Section 26-36 and 26-37, as follows:

Sec. 26-36. ~~Administrative Determination~~ Site Plan Review, Proportionate Compliance Determinations, and Minor Adjustments

(a) ~~APPLICABILITY~~ **GENERAL APPLICATION REQUIREMENTS**

~~The Zoning Administrator shall review and decide upon applications for the following administrative reviews and code adjustments in consultation with the Zoning Review Committee(ZRC) and/or the staff Technical Review Committee, as applicable. Some of these processes have additional review and approval requirements; a cross-reference to those requirements is provided in the right column.~~

Permit or Adjustment	Additional Review Requirements
Site Plan	Section 26-37.D

Proportionate Compliance	n/a
Minor Adjustment	Section 26-39.E

Applications and submittal materials required for site plan review, proportionate compliance determinations, and minor adjustments under this Chapter shall be submitted on forms and in such numbers as required by the City. The applicable filing fee shall be paid at the time the application is filed. Additional fees may be required for re-submittals. Fees are determined by resolution of the City Council.

(b) APPLICATION COMPLETENESS REVIEW

- (1) Applications shall not be processed until all fees and materials have been submitted and are deemed ~~sufficient~~ complete in form and content such that recommendations, as required, and a decision may be made on the application by the Zoning Administrator, or other decision-making body, as specified in this chapter. The Zoning Administrator shall determine application ~~sufficiency~~ completeness.
- (2) If an application is deemed ~~insufficient~~ incomplete, the Zoning Administrator shall inform the applicant of the specific submittal requirements that have not been met. ~~The Zoning Administrator may provide notice in writing, electronically, or in conversation with the applicant.~~
- (3) If an application is deemed ~~insufficient~~ incomplete, the applicant must resolve and resubmit the materials required to complete the application within 30 days of the date informed of the insufficiency of the application.
 - a. An ~~insufficient~~ incomplete application that has not been revised to meet the completeness requirements shall expire on the 30th day. An expired application shall be returned to the applicant along with any original documents submitted in support of the application.
 - b. The City, at its discretion, may retain the application fee paid. Once an application has expired, the application must be resubmitted in full, including payment of the application fee.

(c) REVIEW, REFERRAL, AND RECOMMENDATION

- (1) Upon submission of an application, the Zoning Administrator shall review the application and accompanying documentation to determine whether the information included in the application is sufficient to evaluate the application against the approval criteria of the procedure or permit requested.
- (2) The Zoning Administrator may refer any application to the Zoning Review Committee (ZRC) or Technical Review Committee (TRC) for review and recommendation.

(d) REVIEW AND DECISION-MAKING

- (1) ~~The Zoning Administrator shall review the Applications~~ shall be reviewed for conformance with all applicable provisions of this Code ~~chapter~~.
- (2) To be approved, an application shall be fully consistent with the standards of this ~~chapter~~ Code unless a minor adjustment is concurrently approved to allow specified deviation from applicable standards. ~~An administrative approval may include instructions and clarifications regarding compliance with this Code, but shall not be approved with conditions that require action beyond the specific requirements of the City Code of Ordinances.~~
- (3) Except as specified in paragraph (4) below, after consultation with the TRC and ZRC, as applicable, the Zoning Administrator shall approve or deny the applications for site plan review and minor adjustments and shall make determinations regarding proportionate compliance and provide written notification of the decision to the applicant. If an application is denied, the written notification shall include the reasons for denial. Administrative decisions are appealable pursuant to Section 26-62.

- (4) For any site plan that requires Planning and Zoning Commission and/or City Council review and approval, as set forth in this Chapter, the Zoning Administrator shall prepare a staff report and recommendation based on the approval criteria, standards and requirements of this Code, and any other applicable policies and regulations. The staff report and recommendation shall be forwarded to the Planning and Zoning Commission for its review and recommendation to the City Council. If the Planning and Zoning Commission recommends denial, the site plan shall not be forwarded to the City Council, unless so requested by the applicant in writing. After consideration of the staff report and the Planning and Zoning Commission's recommendation, the City Council may approve, approve with conditions, or deny the site plan. If a site plan is denied, the Planning and Zoning Commission and/or City Council, as applicable, shall state the reasons for denial.

(e) ~~APPEAL~~

1. ~~Administrative determinations are appealable pursuant to Section 26-62.~~

Sec. 26-37. Site Plan

(a) APPLICABILITY

The purpose of this section is to set forth the procedures and criteria for review and approval of site plans, which shall include when referenced in this Chapter, site development plans, development plans, or similar. Site plans are technical documents that illustrate how the structure(s), layout of an area, and proposed uses meet the requirements of this chapter and any other applicable ordinances, standards, regulations, and with all previously approved plans applicable to the property.

(b) AUTHORITY

A site plan is required for:

(1) Character Districts

- a. Any application for development in a character district.
- b. All requests for structures, architectural elements or accessory structures (front porch, front yard fence) at or forward of the required building line, and accessory or temporary uses; however, for minor accessory structures not located forward of the required building line, such as sheds, fences, or decks, the site plan shall only be required to show the location of the proposed structure or addition in relation to property boundaries, required setbacks, easements, and terrain changes as more fully detailed in this Code;

(2) ~~Traditional Zone Districts~~ All other Zoning Districts

- a. Any application for a commercial, industrial, institutional, or multi-unit residential dwelling project development;
- b. Any application for development requiring site plan review, site development plan review, development plan review, plan review, or similar review as set forth elsewhere in this chapter.

(c) APPLICATION PROCEDURES

- (1) A pre-application meeting with the Zoning Review Committee (ZRC) is required prior to the submission of a site plan application for development in a character district. Pre-application meetings are optional and encouraged for all other applications.
- (2) The applicant shall submit the site plan application to the Planning and Community Services Division. Application submittal deadlines and requirements shall be established on submittal forms available from the Planning and Community Services Division and on the City's website.

(d) DECISION CRITERIA

The site plan shall be reviewed against the following criteria:

- (1) The site plan is consistent with all applicable adopted plans and policies;
- (2) The site plan is consistent with any prior approvals, including any conditions that may have been placed on such approvals; and
- (3) The site plan conforms with all applicable requirements of this Code ~~the Code of Ordinances~~, or with all applicable requirements as modified by ~~a request for a~~ an approved minor adjustment.

~~(e) LIMITATION OF APPROVAL~~

~~Zoning Administrator approval of a site plan does not in any way imply approval by any other City department.~~

(f) EFFECT

- (1) Approved site plans shall be binding upon the property owner(s) and their successors and assigns.
- ~~(2) No permit shall be issued for any building, structure, or use that does not conform to an approved site plan.~~
- (3) No building, structure, use or other element of the approved site plan shall be modified without amending the site plan, unless it is determined by the City that such modification will not require an amended site plan.
- (4) All buildings, structures and uses shall remain in conformance with the approved site plan or be subject to enforcement action.

(g) POST-APPROVAL ACTIONS**(1) Expiration**

- a. Approved site plans shall expire one year after approval if the applicable permit(s) for the proposed development ~~a building permit has~~ have not been issued. ~~or the approved use established.~~ In the event that the documents expire due to the passage of this time period, new site plan review documents must be submitted for approval in the same manner as an original application for development review.
- b. For good cause, an extension not to exceed one year may be granted by the Zoning Administrator. Requests for an extension must be in writing stating the reasons for such request.

(2) Modifications to Site plans

The holder of an approved site plan may request an adjustment to the document, or the conditions of approval, by submitting either an application for minor adjustment or an amended site plan, whichever is appropriate, to the Zoning Administrator. An amended site plan shall be filed and processed in accordance with the procedures specified in this Chapter for ~~the an~~ initial site plan submittal, or as otherwise specified in this Chapter.

ORDINANCE NO. 3025

AN ORDINANCE TO CLARIFY TERMINOLOGY AND ESTABLISH NEW PROCEDURES FOR REVIEW OF SITE PLANS FOR DEVELOPMENT IN THE DOWNTOWN CHARACTER DISTRICT BY AMENDING SECTION 26-191, INTRODUCTION TO CHARACTER DISTRICTS AND DEFINITIONS, UNDER DIVISION 2, SPECIFIC DISTRICTS, ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS; AND SECTION 26-36, SITE PLAN REVIEW, PROPORTIONATE COMPLIANCE DETERMINATIONS, AND MINOR ADJUSTMENTS, AND SECTION 26-37, SITE PLAN, UNDER DIVISION 1, GENERALLY, UNDER ARTICLE II, ADMINISTRATION AND ENFORCEMENT; ALL WITHIN CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the Downtown Character District zoning regulations, adopted November 1, 2021, established procedures for the review of site plans for development within the Downtown Character District; and

WHEREAS, the City Council has petitioned the Cedar Falls Planning and Zoning Commission to consider requiring Planning and Zoning Commission Review of development proposals in the Downtown Character District rather than administrative review and approval; and

WHEREAS, after a public hearing on June 8, 2022, the Planning and Zoning Commission recommended approval of zoning code amendments to clarify the procedures for review of site plans in the Downtown Character District and to require Planning and Zoning Commission review and City Council approval of site plans for new buildings in the Urban General, Urban General 2, and Storefront frontages, with all other site plans to be reviewed administratively (TA22-003); and

WHEREAS, after a public hearing on July 18, 2022, the City Council passed a motion to refer the ordinance back to the Planning and Zoning Commission with a petition for additional amendments to the zoning ordinance to include review of any site plan that would expand the floor plan or where residential is being added; and

WHEREAS, after a public hearing on August 24, 2022, the Planning and Zoning Commission recommended denial the July 18th petition from the City Council;

WHEREAS, due to the disapproval of the proposed petition by the Planning and Zoning Commission, this ordinance will require 2/3 majority vote to pass.

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

Section 1: Subsection C, Applicability, of Section 26-191, Introduction to Character Districts and Definitions, within Division 2 Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

C. Applicability and Development Review

1. Where an adopted Regulating Plan is shown on the zoning map, these Character District standards immediately apply at the parcel level.
2. All applications for development or redevelopment within a Character District shall be reviewed and approved according to the procedures set forth in Section 26-36 through Section 26-39. Applications shall be administratively reviewed and approved, except for the following:
 - a. Site plans for new buildings on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
 - b. Any plan for expanding the gross floor area of an existing building on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
 - c. Any plan for one or more additional dwelling units within an existing building on property designated as Urban General, Urban General 2, or Storefront on an adopted Regulating Plan.
3. With regard to any of the exceptions listed in subparagraphs a, b, and c, above, the Zoning Administrator, in consultation with the Zoning Review Committee and Technical Review Committee, shall prepare and forward a report along with the site plan and supporting documents to the Planning and Zoning Commission and City Council for review and approval according to procedures set forth in Section 26-36(d), Review and Decision-making.

Section 2: Section 26-36, within Division 1, Generally, of Article II, Administration and Enforcement, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

Sec. 26-36. Site Plan Review, Proportionate Compliance Determinations, and Minor Adjustments

(a) GENERAL APPLICATION REQUIREMENTS

Applications and submittal materials required for site plan review, proportionate compliance determinations, and minor adjustments under this Chapter shall be submitted on forms and in such numbers as required by the City. The applicable filing fee shall be paid at the time the application is filed. Additional fees may be required for re-submittals. Fees are determined by resolution of the City Council.

(b) APPLICATION COMPLETENESS REVIEW

- (1) Applications shall not be processed until all fees and materials have been submitted and are deemed complete in form and content such that recommendations, as required, and a decision may be made on the application by the Zoning Administrator, or other decision-making body, as specified in this chapter. The Zoning Administrator shall determine application completeness.
- (2) If an application is deemed incomplete, the Zoning Administrator shall notify the applicant of the specific submittal requirements that have not been met.
- (3) If an application is deemed incomplete, the applicant must resubmit the materials required to complete the application within 30 days of the date notified of the insufficiency of the application.

- a. An incomplete application that has not been revised to meet the completeness requirements shall expire on the 30th day. An expired application shall be returned to the applicant along with any original documents submitted in support of the application.
 - b. The City, at its discretion, may retain the application fee paid. Once an application has expired, the application must be resubmitted in full, including payment of the application fee.
- (c) REVIEW, REFERRAL, AND RECOMMENDATION**
- (1) Upon submission of an application, the Zoning Administrator shall review the application and accompanying documentation to determine whether the information included in the application is sufficient to evaluate the application against the approval criteria of the procedure or permit requested.
 - (2) The Zoning Administrator may refer any application to the Zoning Review Committee (ZRC) or Technical Review Committee (TRC) for review and recommendation.
- (d) REVIEW AND DECISION-MAKING**
- (1) Applications shall be reviewed for conformance with all applicable provisions of this Code.
 - (2) To be approved, an application shall be fully consistent with the standards of this Code, unless a minor adjustment is concurrently approved to allow specified deviation from applicable standards.
 - (3) Except as specified in paragraph (4) below, after consultation with the TRC and ZRC, as applicable, the Zoning Administrator shall approve or deny applications for site plan review and minor adjustments and shall make determinations regarding proportionate compliance and provide written notification of the decision to the applicant. If an application is denied, the written notification shall include the reasons for denial. Administrative decisions are appealable pursuant to Section 26-62.
 - (4) For any site plan that requires Planning and Zoning Commission and/or City Council review and approval, as set forth in this Chapter, the Zoning Administrator shall prepare a staff report and recommendation based on the approval criteria, standards and requirements of this Code, and any other applicable policies and regulations. The staff report and recommendation shall be forwarded to the Planning and Zoning Commission for its review and recommendation to the City Council. If the Planning and Zoning Commission recommends denial, the site plan shall not be forwarded to the City Council, unless so requested by the applicant in writing. After consideration of the staff report and the Planning and Zoning Commission's recommendation, the City Council may approve, approve with conditions, or deny the site plan. If a site plan is denied, the Planning and Zoning Commission and/or City Council, as applicable, shall state the reasons for denial.

Section 3: Section 26-37, Site Plan, within Division 1, Generally, of Article II, Administration and Enforcement, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

Sec. 26-37. Site Plan

(a) APPLICABILITY

The purpose of this section is to set forth the procedures and criteria for review and approval of site plans, which shall include when referenced in this Chapter, site development plans, development plans, or similar. Site plans are technical documents that illustrate how the structure(s), layout of an area, and proposed uses meet the

requirements of this chapter and any other applicable ordinances, standards, regulations, and with all previously approved plans applicable to the property.

(b) AUTHORITY

A site plan is required for:

(1) Character Districts

- a. Any application for development in a character district.
- b. All requests for structures, architectural elements or accessory structures (e.g., front porch, front yard fence) at or forward of the required building line, and accessory or temporary uses; however, for minor accessory structures not located forward of the required building line, such as sheds, fences, or decks, the site plan shall only be required to show the location of the proposed structure or addition in relation to property boundaries, required setbacks, easements, and terrain changes as more fully detailed in this Code.

(2) All Other Zoning Districts

- a. Any application for commercial, industrial, institutional, or multi-unit residential development;
- b. Any application for development requiring site plan review, site development plan review, development plan review, plan review, or similar review as set forth elsewhere in this chapter.

(c) APPLICATION PROCEDURES

- (1) A pre-application meeting with the Zoning Review Committee (ZRC) is required prior to the submission of a site plan application for development in a character district. Pre-application meetings are optional but encouraged for all other applications.
- (2) The applicant shall submit the site plan application to the Planning and Community Services Division. Application submittal deadlines and requirements shall be established on submittal forms available from the Planning and Community Services Division and on the City's website.

(d) DECISION CRITERIA

The site plan shall be reviewed against the following criteria:

- (1) The site plan is consistent with all applicable adopted plans and policies; and
- (2) The site plan is consistent with any prior approvals, including any conditions that may have been placed on such approvals; and
- (3) The site plan conforms with all applicable requirements of this Code, or with all applicable requirements as modified by an approved minor adjustment.

(e) EFFECT

- (1) Approved site plans shall be binding upon the property owner(s) and their successors and assigns.
- (2) No building, structure, use or other element of the approved site plan shall be modified without amending the site plan, unless it is determined by the City that such modification will not require an amended site plan.
- (3) All buildings, structures and uses shall remain in conformance with the approved site plan or be subject to enforcement action.

(f) POST-APPROVAL ACTIONS

(1) Expiration

- a. Approved site plans shall expire one year after approval if the applicable permit(s) for the proposed development have not been issued. In the event that the documents expire due to the passage of this time period, new site plan review documents must be submitted for approval in the same manner as an original application for site plan review.

b. For good cause, an extension not to exceed one year may be granted by the Zoning Administrator. Requests for an extension must be in writing stating the reasons for such request.

(2) Modifications to Site Plans

The holder of an approved site plan may request an adjustment to the document, or the conditions of approval, by submitting either an application for minor adjustment or an amended site plan, whichever is appropriate, to the Zoning Administrator. An amended site plan shall be filed and processed in accordance with the procedures specified in this Chapter for the initial site plan submittal, or as otherwise specified in this Chapter.

INTRODUCED: _____ March 20, 2023 _____

PASSED 1ST CONSIDERATION: _____ March 20, 2023 _____

PASSED 2ND CONSIDERATION: _____ April 3, 2023 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



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: Mayor Robert M Green and City Council
FROM: Chris Sevy, Planner I
DATE: April 3, 2023
SUBJECT: Zoning Code Text Amendment (TA22-005) – Setting of Public Hearing

REQUEST: Zoning Text Amendment - Add hair salon as potential conditional use of defunct institutional buildings

PETITIONER: Chad Welsh, Owner of 209 Walnut (former Church)

LOCATION: Code change would be applicable to any defunct institutional building

BACKGROUND

We received a request for an amendment to the zoning code to add hair salons to the list of uses allowed for consideration as a conditional use of a defunct institutional building. The applicant is requesting this change because they would like to have an opportunity to apply to the Board of Adjustment for a conditional use to repurpose the church building they own at 209 Walnut Street for use as a hair salon. Personal service uses such as a salon are not currently listed as a qualifying use for consideration under this provision of the zoning code.

ANALYSIS

The following are the current uses eligible for consideration by the Board of Adjustment if an owner of a church building would like to adaptively reuse their building as provided for in Section 26-140 of the Zoning Code, adopted in 2021:

- Hospitality-oriented uses such as: retreat facilities, convention centers, guesthouses, meeting halls, and event facilities;
- Conversion to a multi-unit dwelling in a zone where such use is not otherwise allowed or where the proposed number of units exceeds the number otherwise allowed in the zone;
- Community service uses such as: libraries, museums, senior centers, community centers, neighborhood centers, day care facilities, youth club facilities, social service facilities, and vocational training facilities for the physically or mentally disabled;

- Specialized educational facilities such as: music schools, dramatic schools, dance studios, martial arts studios, language schools, and short-term examination preparatory schools;
- Professional office uses such as: accountants, lawyers, architects, or similar.

When drafting the original code provision, staff considered other uses that would be similar to the community assembly-type activity level of a church, such as the hospitality and community service uses listed above. Since these buildings often have large interior spaces that might be conducive to classrooms, we included specialized educational uses as an option. There has been at least one church in the community that has successfully been converted to apartments (in an R-4 zone; not conditional use), so multi-unit dwellings were listed as a possibility. Professional office uses are typically fairly low impact uses, so were included as well. Staff felt that this list was liberal enough to be useful but limited enough to be appropriate for residential zones. The applicant maintains that it is not liberal enough since some neighborhoods may be in favor of lighter retail or personal service uses and that determination can be made by the Board of Adjustment with any neighborhood input received. With that in mind, below is a breakdown of pros and cons of changing the code to allow personal service uses, such as a hair salon to be considered.

<u>Pros</u>	<u>Cons</u>
<ul style="list-style-type: none"> • The traffic and activity of a hair salon or similar personal service use may be less imposing to a neighborhood than a church or some of the other community assembly uses listed. • Hair salons and other similar personal services are common home occupations and may not be any more obtrusive than a professional office use. • Adding it to the list in City code does not grant any automatic right to a use, as the Board of Adjustment can reject any proposal if it is not a good fit for the subject property. • Neighbors are notified and given opportunity to oppose or provide input to the Board of Adjustment. • Conditions can be imposed by the Board of Adjustment to make a use better fit for the neighborhood context, such as limiting the hours of operation, exterior lighting, and signage. • A broader use list can provide greater utility of the conditional use code provision, particularly for smaller properties that may not be able to accommodate the traffic and activities for a community assembly-type use. 	<ul style="list-style-type: none"> • Some retail sales and service uses may be considered more controversial in residential neighborhoods than the other uses listed in the conditional use code provision. • The conditional use code provision has not been in effect very long. Therefore, the Board of Adjustment has yet to review a conditional use case and develop their experience in considering this kind of land use matter. • Text amendments have application across the community for any defunct institutional site, so will not just apply to the property owned by the applicant. • Expanding the list could spur further requests for amendments to allow a broader range of uses. • There were concerns about the conditional use code provision when initially considered and adopted. Perhaps the concept should be tested before it is expanded any further. • With broader use considerations, neighborhood residents close to churches may need to be more vigilant and be willing to provide input when a re-use is considered.

The pros and cons to expanding the uses are fairly balanced as there are near-equal benefits,

risks, and safeguards. As such, there is not a clear answer as to whether some retail services should be added to the conditional use provision or not. However, staff feels that the current code as constituted provides plenty of appropriate options for consideration when a church or other institutional use becomes vacant. It may be wise to hold off on expanding the uses until the provision is more tested.

PROPOSED TEXT AMENDMENT

If the Commission is inclined to recommend approval of this request, staff suggests the following wording be added to Section 26-140(e)(1)a. of the Zoning Code, which lists the use category, but then restricts it so that only those uses specifically listed would be allowed for consideration.

6. Personal service uses limited to salons, shoe repair, tailoring services, therapy-based services, and photographic studios.

These uses are primarily appointment-based services used by all ages, and thus may be more appropriate in neighborhood contexts than other retail or service uses that have more unpredictable levels of activity. In addition, staff believes that, if approved, this limited approach would accomplish the applicant’s objective without adding a seemingly arbitrary salon use on its own. While staff does not fully support this text amendment, if it is adopted the Board of Adjustment may reject any conditional use proposal or impose any reasonable conditions based on neighborhood input.

Notice of public hearing at the Planning and Zoning Commission was published in the WCF Courier twice: once on February 15, 2023 and then again on March 2, 2023. This was discussed and voted on at their March 8, 2023 meeting.

Notice of Public Hearing at Council was published in the WCF Courier on March 24, 2023.

RECOMMENDATION

At the Planning and Zoning Commission meeting on March 8, 2023, the Commission voted (5 ayes to 1 nay) to recommend approval of amendments to add limited personal service uses to the list of eligible conditional uses of defunct institutional buildings as outlined in the staff report above.

PLANNING & ZONING COMMISSION DISCUSSION

Discussion 2/8/2023 The first item of business was a zoning text amendment to expand a list of potential conditional uses of defunct institutional buildings. Chair Lynch introduced the item and Mr. Sevy provided background information. He explained that a request was received for a zoning text amendment that would allow the addition of hair salons to the list of eligible uses in such buildings. He discussed current uses that are eligible for consideration and explained that salons would not fall under the professional office uses that are allowed. They are considered to be a personal service use. Mr. Sevy provided the pros and cons to allowing this kind of business to operate in such buildings. The proposed text amendment would read “Personal service uses limited to hair salons, shoe repair, tailoring services, therapy-based services and photographic studios.” These uses are primarily appointment-based services used by all ages which may make them more appropriate in neighborhood context than other retail or service uses. Staff feels that, if approved, the limited approach would accomplish the applicant’s objective without adding a seemingly arbitrary salon use on its own. Staff does not fully support the text amendment. If it is adopted the Board of Adjustment may still reject any conditional use,

proposal or impose any reasonable conditions based on neighborhood input. Staff recommends that the Commission discuss the proposed zoning code amendment and set a public hearing date for formal consideration and recommendation to City Council.

Chad Welsh, 6701 Strayer Road, spoke as the applicant regarding the item, noting that the proposed business is intended to be more of a makeup and brow salon. Mr. Sevy noted that he hadn't been given that clarification. Mr. Welsh stated that he is available for any questions.

Steven Jordan, 2510 Cottage Row Road, spoke as Mr. Welsh's realtor and stated that the item will still go through Board of Adjustment approval.

Mr. Larson suggested changing the business category to salon instead of hair salon to avoid making the description so specific.

Ms. Crisman asked for a definition of a defunct institutional building and what it would apply to. Mr. Sevy explained that it applies to an empty building that is not currently being used for its purpose. Ms. Howard clarified that it has to be an institutional use building such as a church or school.

Mr. Hartley stated that he likes the idea of being able to repurpose buildings that would otherwise typically stay empty. Ms. Moser agreed with the sentiment.

Mr. Larson made a motion to move the item to public hearing. Ms. Crisman seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Hartley, Larson, Lynch and Moser), and 0 nays.

Public
Hearing
3/8/2023

The first item of business was a zoning text amendment regarding expanding the list of potential conditional uses of defunct institutional buildings. Chair Lynch introduced the item and Mr. Sevy provided background information. He noted that this item was presented at the February 8 meeting and gave a recap of what was discussed. He discussed the current uses that are eligible for consideration in a defunct building. He also covered the pros and cons of repurposing a church for the different uses. The proposed text amendment would state "Personal service uses limited to salons, shoe repair, tailoring services, therapy-based services, and photographic studios." Staff recommends caution when allowing the possibility of retail services in residential neighborhoods for the time being and recommends disapproval of the amendment.

Chad Welsh, petitioner (6701 Strayer Road), stated that he feels that projects should be on a case-by-case basis to allow for more potential projects.

Stephen Jordan, real estate agent for the petitioner, (2510 Cottage Row Road), stated his support and said that he has spoken to many people in the community and that by and large the community is in favor of it.

Mr. Hartley stated his support for being more open to repurposing old buildings and using available space when possible.

Ms. Grybovych asked how the original list of provisions was developed. Mr. Sevy explained that it was considered in the context of churches and what has been done with them in other communities. Conditional uses are a newer concept to Cedar Falls and the goal was to be conservative with the list of uses while still allowing a reasonable avenue for adaptive reuse. He displayed some of the currently eligible uses.

Mr. Larson feels that the simple change in language is adding something explicitly that has a similar impact and nature of business to the other ones on the list. He agreed with Mr. Hartley in his support.

Ms. Crisman stated that she believes that repurposing a building is, if possible, always

the best choice when considering the environmental impact and cost of resources.

Ms. Grybovych noted concern with adding such specific uses as opposed to making a broader category.

Mr. Larson made a motion to approve the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Hartley, Larson, Leeper and Lynch), and 1 nay (Grybovych).

ORDINANCE NO. 3026

AN ORDINANCE AMENDING SECTION 26-140. CONDITIONAL USES, OF DIVISION 1, GENERALLY, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA TO ADD CERTAIN PERSONAL SERVICE USES TO THE LIST OF LAND USES THAT QUALIFY FOR CONDITIONAL USE CONSIDERATION FOR THE ADAPTIVE RE-USE OF DEFUNCT INSTITUTIONAL BUILDINGS IN RESIDENCE DISTRICTS.

WHEREAS, Section 26-140 of the Cedar Falls Code of Ordinances, adopted in 2021, contains a list of uses that qualify for conditional use consideration for the adaptive re-use of defunct institutional buildings on a case-by-case basis as reviewed and approved by the Board of Adjustment, and

WHEREAS, the City received an application seeking a zoning code text amendment to add “salon” to the list of uses which qualify for conditional use consideration for the adaptive re-use of defunct institutional buildings; and

WHEREAS, the Cedar Falls Planning and Zoning Commission reviewed (Case TA22-003) and determined that allowing certain personal service uses to qualify for consideration as a conditional use to adaptively re-use defunct institutional buildings located in residential zones as reviewed and approved by the Board of Adjustment, is a reasonable amendment to the zoning code since personal service uses such as a salon have a similar impact and nature of business to other uses that qualify, and the repurposing of a building is beneficial to the community and can have a significantly lower cost and environmental impact compared to new construction. Therefore, the Commission recommended approval; and

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

Section 1: Paragraph (e)(1)a. within Section 26-140. Conditional Uses, within Division 1, Generally, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended to add an untitled paragraph 6., as follows:

- 6. Personal service uses limited to salons, shoe repair, tailoring services, therapy-based services, and photographic studios.*

INTRODUCED: _____ April 3, 2023

PASSED 1ST CONSIDERATION: _____ April 3, 2023

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

April 3, 2023

The meeting of Standing Committees met at City Hall at 5:35 p.m. on April 3, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Community Development Committee:

Chair Harding called the meeting to order and introduced the only item on the Community Development Committee Agenda, "Low Mow May" presentation and introduced Mayor Rob Green. Mayor Green provided background and summary of proposed and proclamation and introduced the ISU Extension Urban Agriculture Specialist Steven Eilers. Mr. Eilers presented pros and cons of "No Mow May" as well as alternatives. Chair Harding opened for Council discussion. Councilmembers discussed that "Low Mow May" does not change City Ordinance but promotes awareness for early pollinators; questioned what else can be done; and when best to start to cut back previous year's growth. Mr. Eilers responded to Council questions and comments with additional ideas and clarifications.

Finance and Business Operations Committee:

Chair Dunn called the meeting to order and introduced the only item on the Community Development Committee Agenda, FY2024 Budget Presentation and introduced Finance and Business Operations Director Jennifer Rodenbeck. Ms. Rodenbeck explained how tax rates are figured; reviewed the original and revised budget schedule; reviewed the Max Levy resolution, which does not include all levies; and explained the property tax effect for FY2024. Ms. Rodenbeck stated the purpose of this presentation for the Committee to recommend to Council to approve the maximum levy as published to ensure it's done by April 30th, 2023 and to direct staff to incorporate the agreed upon changes in the next section of the presentation into the FY24 budget for formal adoption by City Council on April 17th, 2023. Councilmember Schultz motioned to recommend the Max Levy as published to be approved; Councilmember Ganfield seconded. Chair Dunn opened for Council discussion. Councilmembers discussed EMA expenditure; what change would be needed to keep the rate the same; Director Rodenbeck responded. Councilmember Sires moved to amend the motion to lower the Max Levy rate to \$10.47; Councilmember Kruse seconded the motion. Chair Dunn opened for Committee discussion. Councilmembers requested clarification on Max Levy and revenue from farm rentals and hotel/motel taxes; Director Rodenbeck responded that the Max Levy doesn't include all levies and the farm rentals and half of the hotel/motel taxes don't go to the general fund so it wouldn't affect the citizens' tax rates. After clarification with City Attorney Rogers regarding voting, Chair Dunn read the amendment to the original motion, to recommend Council approve the Max Levy with the published rate of \$10.81 amended to \$10.47 for FY2024. Chair Dunn asked for Council discussion; Councilmembers discussed merits of staying at the higher number, with the ability to lower at a later time. Chair Dunn called for a voice vote on the amendment to the original motion to recommend Council approve the Max Levy as published at \$10.81, amended to \$10.47 for FY2024; Aye: Sires; Nay: Schultz, deBuhr, Kruse, Harding, Ganfield, and Dunn; amendment failed. Chair Dunn called for a voice vote on the motion to recommend Council approve the Max Levy as published at \$10.81 for FY2024; Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, and Dunn; Nay: Sires; motion passed.

Ms. Rodenbeck stated the next portion will be discussing currently proposed budget cuts and any additional proposed changes. Ms. Rodenbeck read the first proposed motion, to use \$15,000 of the Housing Conversion carryover from FY23 and \$70,000 of the Housing Conversion carryover from FY22 towards the FY24 Housing Conversion amount; Councilmember deBuhr so motioned and Councilmember Harding seconded. There being no Council discussion or public comment, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion carried.

Ms. Rodenbeck read the second proposed motion, to not proceed with the full Housing Conversion program from FY24 and use \$75,000 for other general fund projects; Councilmember deBuhr so

motioned and Councilmember Kruse seconded. Councilmembers requested clarification on remaining funds and Ms. Rodenbeck responded. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion carried.

Ms. Rodenbeck read the third proposed motion, to use \$12,500 of the Zoning carryover from FY22 to fund the Strategic Plan in FY24; Councilmember Harding so motioned and Councilmember deBuhr seconded. After brief Council discussion and clarification from Ms. Rodenbeck, there being no public comment and no further Council discussion, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion carried.

Ms. Rodenbeck read the fourth proposed motion, to delay the Strategic Plan or try to find private or grant funding to fund the Strategic Plan in FY24; Councilmember deBuhr so motioned, and Councilmember Harding seconded. Councilmembers discussed additional funding, the frequency of writing and last produced. There being no public comment and no further Council discussion, Chair Dunn called for a voice vote. Aye: deBuhr, Sires; Nay: Schultz, Kruse, Harding, Ganfield, Dunn; motion failed.

Ms. Rodenbeck read the fifth proposed motion, to remove from the FY24 budget the vacant part-time building inspector position; Councilmember Ganfield so motioned and Councilmember deBuhr seconded. Councilmembers asked about the savings and when and if it could be pulled out; Ms. Rodenbeck responded. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion carried.

Ms. Rodenbeck read the sixth proposed motion, to remove from the FY24 budget the additional staffing request in the Rec division for a part time position to move to full time; Councilmember deBuhr so moved and Councilmember Harding seconded. Councilmembers discussed position duties and hours; expressed concern about filling the position in future as part time. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: deBuhr, Kruse, Sires; Nay: Schultz, Harding, Ganfield, Dunn; motion failed.

Ms. Rodenbeck read the seventh proposed motion, to remove from the FY24 budget the additional staffing request in the Library Division for a full-time library assistant; Councilmember Ganfield so motioned, and Councilmember Harding seconded. Library Director Kelly Stern spoke to the need for the position and past staffing shortages; Councilmembers discussed difficulty of hiring and retaining part time employees; Ms. Rodenbeck provided clarification on the library levy. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Kruse, Ganfield, Sires; Nay: Schultz, deBuhr, Harding, Dunn; motion failed.

Ms. Rodenbeck read the eighth proposed motion, to remove from the FY24 budget the additional staffing request in the Vehicle Maintenance Division for a part-time position to move to full time; Councilmember deBuhr so motioned and Councilmember Harding seconded. Ms. Rodenbeck stated only half the salary affects the taxed amount; Director of Public Works Chase Schrage and Fleet Maintenance Supervisor Dustin Rawdon spoke about need, staffing and scheduling, and effect on projects. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: deBuhr; Nay: Schultz, Kruse, Harding, Ganfield, Sires, Dunn; motion failed.

Ms. Rodenbeck read the ninth proposed motion, to remove from the FY24 Budget the additional staffing request in the Legal Division for a full-time property acquisition specialist; Councilmember deBuhr so motioned and Councilmember Harding seconded. Councilmembers discussed hidden costs of contracting out vs. in-house, potential cross-training in this position, and outsourcing placing stress on a team. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires; Nay: Dunn; motion carried.

Ms. Rodenbeck read the tenth proposed motion, to remove from the FY24 Budget the additional staffing request in the Building Division for a part-time code enforcement officer; Councilmember Schultz so motioned and Councilmember Kruse seconded. After brief Council discussion, there being no public comment and no further Council discussion, Chair Dunn called for a voice vote. Aye: Sires; Nay: Schultz, deBuhr, Kruse, Harding, Ganfield, Dunn; motion failed.

Ms. Rodenbeck read the eleventh proposed motion, to remove from the FY24 Budget the additional staffing request for a Public Safety Officer and the Canine Program; Councilmember Schultz so motioned and Councilmember Kruse seconded. Councilmembers asked Police Chief Mark Howard and Public Safety Director Craig Berte about staffing the program, breed of dog, training, and potential for grant or other funding; Mr. Howard and Mr. Berte responded current staff would train with the dog, the new PSO would go to academy; breed unknown as yet; trained in evidence and search; no grant possibilities currently but potential for other funding once program is established. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Dunn; Nay: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires; motion failed.

Chair Dunn asked for additional budget change motions. Councilmember deBuhr motioned to use general fund savings from the vacant building inspector position (\$48,210) to offset property taxes; Councilmember Ganfield seconded. Councilmembers discussed additional funds that could be utilized; Ms. Rodenbeck responded yes, and stated general funds are used for projects in the CIP. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires; Nay: Dunn; motion passed.

Councilmember Sires motioned to utilize unspent budgeted funds for tax relief for that fiscal year instead of towards the CIP; Councilmember Kruse seconded. Councilmembers discussed unspent fund utilization, locating any unspent funds, the need for more information and another meeting before reaching a decision. City Attorney Rogers clarified that this is a policy decision and cannot be voted on at this meeting but could be a Council referral; Councilmember Sires withdrew the motion.

Councilmember Kruse motioned to move \$50,000 allocated in FY24 for zoning updates out of the general fund; Councilmember deBuhr seconded. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: deBuhr, Kruse, Sires; Nay: Schultz, Harding, Ganfield, Dunn; motion failed.

Councilmember Kruse motioned to move \$150,000 of the FY2023 surplus Hotel/Motel tax to the general fund. Councilmembers questioned the amount and the effect on budget; Ms. Rodenbeck responded it can be done. Councilmember Kruse withdrew his motion. Councilmember Kruse motioned to move \$200,000 of the surplus Hotel/Motel tax to the general fund; Councilmember Harding seconded. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion carried.

Councilmember Kruse motioned to budget an additional \$50,000 projection for Hotel/Motel tax for FY24; Councilmember Harding seconded. Councilmembers requested clarification on amount and if the City is comfortable with the amount; Ms. Rodenbeck responded it would be \$100,000 additional projection (\$50,000 for V&T and \$50,000 for general fund). There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires; Nay: Dunn; motion carried.

Council discussed scheduling a special meeting; Ms. Rodenbeck stated the current motions brought the total levy down to \$11.45 and reiterated that changes can still be made at the final budget hearing; City Attorney Kevin Rogers advised that scheduling a special meeting for proposed changes gives City staff time to put together information for review. There was not Council consensus to hold a special meeting.

Councilmember Ganfield motioned to direct staff to incorporate the agreed-upon changes into the FY24 budget for formal adoption at the Budget Hearing on April 17th; Councilmember Kruse seconded. There being no public comment and no additional Council discussion, Chair Dunn called for a voice vote. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; motion carried.

Chair Dunn called for a motion to adjourn; Councilmember Ganfield so motioned and Councilmember Schultz seconded. Chair Dunn called for a voice vote: Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn; Nay: none; meeting adjourned.

Meeting adjourned at 8:07 p.m.

Minutes by Katie Terhune, Administrative Assistant



ROBERT M. GREEN

Item 13.

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

MEMORANDUM
Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: April 11, 2023
SUBJECT: **Proclamation Requests for City Council Approval**
REF: (a) CFD 1117.22: Council Policy – Official City Proclamations

1. In accordance with reference (a), I am enclosing the following proclamation request(s) for Council consideration and approval:
 - a. Bike Month, Bike to School Day, Bike to Work Week, and National Ride of Silence Day – May 2023, May 3, May 15 – 21, and May 17th
Requested by the Cedar Falls Bicycle and Pedestrian Advisory Committee
2. Please contact me with any questions.

Xc: City Administrator
Communications Specialist

###



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

Proclamation

WHEREAS, Cedar Falls has been declared a Bicycle-Friendly Community at the Bronze Level by the League of American Bicyclists; and

WHEREAS, Cedar Falls is implementing a Complete Streets philosophy for safely accommodating bicycles and pedestrians along the city's roadways; and

WHEREAS, Cedar Falls adopted the Cedar Falls Bicycle Plan in 2009 and is in the process of approving a new Bike Plan to reduce bicycle/motorist collisions, educate the public, and promote bicycling for recreation and commuting; and

WHEREAS, bikeability has been shown to increase home values nationwide, and contributes to the local economy through services and tourism; and

WHEREAS, the annual Ride of Silence is an international bicycle ride to remember cyclists killed and support those injured while riding on public roads, and this event seeks to raise awareness among motorists, the public and decision-makers of the dangers faced by cyclists on our roadways, especially from other traffic;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, acting in the name of the Cedar Falls City Council, do hereby proclaim May 2023 as **National Bike Month**, May 3, 2023 as **Bike to School Day**, May 15-21, 2023 as **Bike to Work Week**, and May 17, 2023 as **National Ride of Silence Day** in Cedar Falls, and I encourage citizens to recognize the importance of bicycle safety, and to participate in bicycle activities and organizations for recreation, transportation, and health during the month of May as well as throughout the year.

Signed this 4th day of April, 2023.

MAYOR ROBERT M. GREEN



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

Item 14.

FROM: Mayor Robert M. Green
TO: City Council
DATE: April 10, 2023
SUBJECT: Board of Rental Housing Appeals Re-Appointment
REF: (a) Code of Ordinances, City of Cedar Falls §11-301: Board of Rental Housing Appeals

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Board of Rental Housing Appeals for reappointment to an additional four-year term:

- **Ms. Maryjane McCollum**, term ends 5/1/2027
- **Mr. Bruce Wingert**, term ends 5/1/2027

2. Both members have been recommended for reappointment by staff, and have carried out their responsibilities as board members successfully.

Xc: City Administrator
Director, Community Development

###

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
BSE, Inc. d/b/a Prime Mart 4
2323 Main Street
Cedar Falls, IA 50613

**ORDER ACCEPTING
ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ON this _____ day of _____, 2023, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Therefore, the Cedar Falls City Council FINDS that the above-captioned permittee has remitted to the "City of Cedar Falls", a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Robert M. Green, Mayor
City of Cedar Falls, Iowa

IN RE:
BSE, Inc. d/b/a Prime Mart 4
2323 Main Street
Cedar Falls, IA 50613

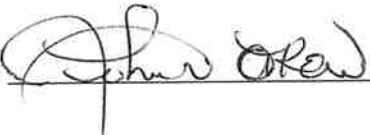
**ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT**

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for \$300.00 made payable to the "City of Cedar Falls" to settle the above-referenced complaint.

BSE, INC. d/b/a PRIME MART 4

CITY OF CEDAR FALLS, IOWA

By: 

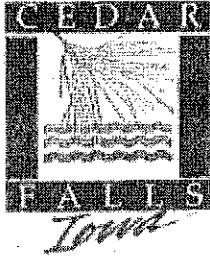
By: 

Date: 3-26-23

Date: 3-26-23

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Cedar Falls", should be returned to: Samuel C. Anderson, City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704.



DEPARTMENT OF ADMINISTRATIVE SERVICES

CITY OF CEDAR FALLS, IOWA
239 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-233-8600
FAX 319-268-8126

February 27, 2023

BSE, Inc. d/b/a Prime Mart 4
2323 Main Street
Cedar Falls, IA 50613

Re: 2/06/23 Tobacco Violation
2323 Main Street, Cedar Falls, Iowa

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on April 17, 2023, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Samuel C. Anderson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Samuel C. Anderson
Assistant City Attorney

IN RE:
BSE, Inc. d/b/a Prime Mart 4
2323 Main Street
Cedar Falls, IA 50613

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about February 6, 2023, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Complaint and court docket are attached and incorporated herein as Exhibit A.
4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty in the

amount of Three Hundred and No/100 Dollars (\$300.00) against BSE, Inc.
d/b/a Prime Mart 4.



Samuel C. Anderson
Assistant City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555

Original to:
BSE, Inc. d/b/a Prime Mart 4
2323 Main Street
Cedar Falls, IA 50613

Copy to:
Lt. O'Neill
Cedar Falls Police Department
4600 Main Street
Cedar Falls, IA 50613

Jacque Danielsen
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613



Case Number: STA0227559 Case Title: STATE vs. WILLIAMS, KYLE A

Opened: 02-07-2023

County: Black Hawk

Case Type: Scheduled Traffic - State Judge:

Prayer Amount: \$.00

Show/Hide Participants

Plaintiff[s]

Counsel of Record

STATE OF IOWA

IA

Defendant[s]

Counsel of Record

KYLE A WILLIAMS

120 MOHAWK ST

WATERLOO, IA 50703

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2023-02-06	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date

Case History

02-08-2023 03:56:04 PM Court	VIOLETATIONS HANDLED BY CLERK Filed by: Court
02-07-2023 11:58:00 AM Court	TRAFFIC TICKET FILING Filed by: Court


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: Craig Berte, Public Safety Services Director
 Mark Howard, Police Chief
Date: April 10, 2023
Re: Retail Alcohol License Applications

Police Operations has received applications for retail alcohol licenses. We find no records that would prohibit these licenses and recommend approval.

Name of Applicants:

- a) Berk's Main Street Pub, 207 Main Street, Class C retail alcohol - renewal.
- b) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service – renewal.
- c) Suds, 2223 ½ College Street, Class C retail alcohol & outdoor service – renewal.
- d) The Horny Toad American Bar & Grille, 204 Main Street, Class C retail alcohol – renewal.
- e) ZSAVOOZ, 206 Brandilynn Boulevard, Class C retail alcohol & outdoor service – renewal.
- f) Walgreens, 2509 Whitetail Drive, Class E retail alcohol - renewal.
- g) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - temporary expansion of outdoor service area.



ROBERT M. GREEN

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

Item 18.

MEMORANDUM

Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: April 11, 2023
SUBJECT: **Resolution to Reschedule the First Meeting in July 2023**
REF: (a) Cedar Falls Code of Ordinances, Sec. 2-45: Regular and Special Meetings

1. The City Code in reference (a) grants the City Council the authority to reschedule a regular meeting.
2. In 2023, the first meeting in July would normally be Monday, July 3rd. This is not a legal holiday, but many residents and staff will likely take vacation then. July 4th is a legal holiday.
3. Given that that July 5th may also be a travel or vacation day (and after discussion with the City Administrator, City Clerk, and directors) I am recommending that the council simply reschedule this regular meeting to be held on July 17th, combined with the second regular meeting of July. This 'combination' approach would be necessary to comply with the letter of the city code.
4. If an urgent matter comes up requiring consideration prior to the July 17th regular council meeting, I can schedule a special council meeting sometime between July 6th and July 14th.
5. If the council approves this resolution, I will work with city staff to prepare as many items as possible for council approval at the June 19th regular meeting, which might have otherwise been addressed during the first meeting in July.
6. If the Council does not approve this resolution as-is, then by city code regular meeting must occur on July 3rd (or a later date if the council simply amends the resolution).
7. Please contact me with any questions or concerns about this recommendation.

Xc: City Administrator
City Clerk

###

RESOLUTION NO. _____

**RESOLUTION RESCHEDULING THE REGULARLY SCHEDULED
CEDAR FALLS CITY COUNCIL MEETING OF JULY 3, 2023**

WHEREAS, Section 2-45, Regular and special meetings, of the Code of Ordinances of the City of Cedar Falls, Iowa, authorizes the City Council to change the dates and times of regularly scheduled City Council meetings by resolution, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to reschedule the regularly scheduled City Council meeting of July 3, 2023 to July 17,2023, thereby holding the July 3, 2023 and July 17, 2023 at the same time.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the regularly scheduled City Council meeting of July 3, 2023 is hereby rescheduled to July 17, 2023 and said meeting will be conducted at the same time as the July 17, 2023 regularly scheduled City Council meeting.

ADOPTED this 17th day of April, 2023.

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: April 4, 2023
SUBJECT: Westlaw


Westlaw is an internet based legal research service that I use on nearly a daily basis. The current contract is expiring this year. Because I am changing plans at a slightly lower cost than the old plan going forward, I am submitting renewal documentation to Council for approval.

Attached you will find an Order Form with Account # redacted for security reasons. Note the monthly cost of \$741.54 per month. The term is for two years beginning July 1, 2023. Also included is a bridge plan that allows me to use the new service prior to July 1 at the same rate as currently in effect.

Finally, attached please find General Terms and Conditions that apply to this agreement.

I am requesting approval for this necessary service.

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

 THOMSON REUTERS	<h2 style="margin: 0;">Order Form</h2> <p style="margin: 0;">Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.</p>	<h2 style="margin: 0;">Order ID: Q-06053665</h2>
--	---	--

Sold To Account Address
 Account #: [REDACTED]
 CEDAR FALLS
 220 CLAY ST
 CEDAR FALLS IA 50613-2726 US
 "Customer"

Shipping Address
 Account #: [REDACTED]
 CEDAR FALLS
 220 CLAY ST
 CEDAR FALLS IA 50613-2726 US

Billing Address
 Account #: [REDACTED]
 CEDAR FALLS
 220 CLAY ST
 CEDAR FALLS, IA 50613-2726
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$741.54	24

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$663.54	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-06053665


Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 5/29/2023.

 THOMSON REUTERS	<h2 style="margin: 0;">Attachment</h2> <h2 style="margin: 0;">Order ID: Q-06053665</h2>
Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.	

Payment, Shipping, and Contact Information

Payment Method:
 Payment Method: Bill to Account
 Account Number: [REDACTED]
 This order is made pursuant to:

Order Confirmation Contact (#28)
 Contact Name: Rogers, Kevin
 Email: kevin.rogers@cedarfalls.com

Shipping Information:
 Shipping Method: Ground Shipping - U.S. Only

eBilling Contact
 Contact Name Kevin Rogers
 Email kevin.rogers@cedarfalls.com

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
[REDACTED]	CEDAR FALLS	220 CLAY ST CEDAR FALLS IA 50613-2726 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
1	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Kevin	Rogers	kevin.rogers@cedarfalls.com	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42077754	Westlaw All Analytical, Enterprise access, Government
42076680	Gvt - National Primary Core

Charges During Minimum Term											
Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$741.54	6.00%	\$786.03	N/A	N/A	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

These General Terms and Conditions (“Terms”) govern your access and use of Thomson Reuters Services, as such term is defined below. “We”, “our” and “Thomson Reuters” means the Thomson Reuters entity or entities providing Services (and thus the entity or entities with all rights and obligations with respect to those Services) under the applicable Ordering Document. “You” and “your” means the client, customer or subscriber agreeing to or accepting these terms.

1. DEFINITIONS

- a. “**Affiliate**” means in the case of us, Thomson Reuters Corporation and any entity that, from time to time, is directly or indirectly controlled by Thomson Reuters Corporation. In the case of you, Affiliate means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control of you. “Control” means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- b. “**Agreement**” means each Ordering Document, any applicable incorporated documents, and these Terms.
- c. “**Confidential Information**” means information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement.
- d. “**Documentation**” means manuals, handbooks, guides and other user instructions, documentation and materials available through the product or provided by us regarding the capabilities, operation, and use of our Services.
- e. “**Ordering Document**” means an order form, order confirmation, statement of work, invoice, e-commerce confirmation or similar agreement issued by such Thomson Reuters entity or entities that lists or describes the Services to be supplied by us.
- f. “**Professional Services**” means the implementation, customization, training, consulting or other professional services we provide, as may be described in the applicable Ordering Document.
- g. “**Property**” means our property, which includes but is not limited to our products, Services, information, Documentation, data (whether tangible or intangible) and Usage Information.
- h. “**Services**” means the cloud computing services, software-as-a-service, online research services, Professional Services, as well as any products, including installed software, supplied by Thomson Reuters under the Agreement that are detailed in the applicable Ordering Document.
- i. “**Usage Information**” means any information, data, or other content (including statistical compilations and performance information) related to or derived from your access to and use of our Property.
- j. “**Your Data**” means, other than Usage Information, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by you or on your behalf through the Services.

2. IP OWNERSHIP; LICENSES & DELIVERY

- a. **Reservation of Rights.** Together with our licensors, we reserve all rights not expressly granted under the Agreement. Except for the limited rights and licenses expressly granted herein, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to our Property. You acknowledge that, as between the parties, all intellectual property rights in our Property are owned by us, our Affiliates, or third-party providers. You will not remove or conceal any property rights notices in the Services and will include such notices on any copy you are permitted to make.
- b. **Services License.** Except with respect to any installed software, which is licensed under Section 2(d) below, or Professional Services, subject to the terms and conditions of the Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable right to access, view, and use our Services solely for your own internal business purposes.
- c. **Documentation License.** Subject to the terms and conditions contained in the Agreement, where Documentation is available, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license to use such Documentation solely for your internal business purposes and in connection with your use of our Services.
- d. **Installed Software License.** Subject to the terms and conditions of the Agreement, to the extent you purchase a license or subscription to any of our installed software, we grant you a non-exclusive, non-sublicensable, non-transferable right to install and use such installed software only for your own internal business purposes. You may make necessary copies of such installed software solely for backup and archival purposes. Any such copy of such installed software: (i) remains our exclusive Property; (ii) is subject to the terms and conditions of the Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original. You may only use such installed software in object code format.
- e. **Limited License to Your Data.** You hereby grant us a non-exclusive license and right to use, copy, store, host, display, transmit and process Your Data solely as necessary for Thomson Reuters, our employees and contractors to provide our Services under the Agreement and in accordance with applicable law. We may delete or disable Your Data if required under applicable law, in which case we will use our reasonable efforts to provide notice to you. We acknowledge that, as between the parties, all intellectual property rights in Your Data are owned by you or your licensors.
- f. **Delivery.** We will deliver our Services and any Documentation electronically, on tangible media, or by other means, in our sole discretion. When you download or access our Services or Documentation, you are accepting it for use in accordance with the Agreement.

g. **Ordering Document.** Your Ordering Document identifies the Services, quantities, charges and other details of your order. The applicable Ordering Document may also refer to and incorporate documents which may apply to the Services you selected. Each Ordering Document, any applicable incorporated documents and these Terms constitute the complete agreement and supersede any prior or contemporaneous discussions, agreements, representations or warranties regarding your order. If you are permitted to provide an Affiliate with access to any part of the Services, you will ensure that such Affiliate complies with all provisions of the Agreement applicable to you.

h. **Use of Name.** Other than as necessarily required for (i) the provision of the Services, (ii) internal account management purposes, or (iii) compliance with applicable law or regulation, neither party may use the other party's name, trademarks or any derivatives of them, without the other's prior written consent.

3. OUR SERVICES

a. **Changes to Service.** Our Services may change from time to time, but we will not change their fundamental nature unless otherwise expressly permitted herein. Certain Services include updates (bug fixes, patches, maintenance releases). We reserve the right to charge for upgrades (releases or versions that include new features or additional functionality) or any application programming interfaces ("APIs") for applicable Services. Any additional charges for selected upgrades or APIs will be set forth in a separate Ordering Document.

b. **Passwords.** Your access to certain Services is password protected. You are responsible for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each user must immediately change their username/password combinations that have been acquired by or disclosed to an unauthorized third party. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.

c. **Unauthorized Technology.** Unless prior written authorization is given by Thomson Reuters, you must not (i) run or install any computer software or hardware on our Services or network; (ii) mine, scrape, index, or automatically download our data; or (iii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.

d. **Third Party Providers.** Our Services may include data and software from third parties. Some third-party providers require Thomson Reuters to pass additional terms through to you. The third-party providers change their terms occasionally and new third-party providers are added from time to time. To see the current third-party additional terms for our Services please click on the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third-party terms therein.

e. **Third Party Supplemental Software.** You may be required to license third-party software to operate some of our Services. Additional terms may apply to such third-party software.

f. **Use Restrictions.** You shall not use our Property or permit a third party to use our Property for any purposes beyond the scope of the access granted herein. Unless otherwise expressly permitted in the Agreement, you may not and you may not permit a third party to: (i)

sell, license, sublicense, distribute, publish, display, store, copy, merge, decompile, decode or disassemble, reverse engineer, remove any proprietary notices, translate or transfer our Property in whole or in part, or as a component of any other product, service or material; (ii) use or provide our Property on a white-labeled/re-branded basis, or otherwise, for the benefit of any third party (other than to the extent third parties are expressly permitted to receive our Property under the Agreement) (iii) use our Property or our third-party providers' property to train any artificial intelligence (AI) or machine learning algorithms or software or create any derivative works, compilations or collective works or in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (iv) allow any third parties to access, use or benefit from our Property in any way. Notwithstanding the foregoing, you may (a) download and print limited extracts of content from our Services solely for your own internal business purposes and (b) on an infrequent, irregular and ad hoc basis, distribute limited extracts of content from our Services; provided that, in either case, (1) such extracts do not reach such quantity as to have commercial value and you do not use such extracts as a substitute for any Services and (2) Thomson Reuters and any third-party content provider, if applicable, is cited and credited as the source. Exercising legal rights that cannot be limited by agreement is not precluded. Only if you are in the business of providing audit, tax, or accounting services, or legal advice to your clients, this Section 3(g) does not preclude you from using our Services to benefit your clients in the ordinary course of your business in accordance with the Agreement. Except as expressly set forth in the Agreement we retain all rights and you are granted no rights in or to our Property.

g. **Security.** Each of us will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. The parties agree that the specific technical and organizational measures located here tr.com/trdsa ("Data Security Addendum") apply and are hereby incorporated into the Agreement by reference. Additionally, you will notify us if you become aware of any unauthorized third-party access to our data or systems and will use reasonable efforts to remedy identified security threats and vulnerabilities to your systems.

h. **Compliance.** Each of us shall at all times comply with applicable law, including export controls and economic sanctions that apply to us in connection with the Agreement. You will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America, the United Kingdom and the European Union and its Member States. You warrant that neither you, nor any Affiliate to which you provide access to the Services, is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to us, you will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

i. **Your Responsibilities.** You are responsible for (i) proper use of our Property in accordance with all Documentation, usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our Services or data; (iv) your combination of our Property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

4. CHARGES

a. **Payment and Taxes.** You must pay our charges that are not the subject of a good faith dispute within 30 days of the date of invoice in the currency stated on the applicable Ordering Document without set-off, counterclaim or deduction. A Thomson Reuters Affiliate may act as a billing and collection agent for the Thomson Reuters entity listed on the applicable Ordering Document. For online purchases, you authorize us to charge you for charges stated in the applicable Ordering Document via credit card, debit card, or Automated Clearing House (“ACH”) or any other method you have agreed to in advance. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted, unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.

b. **Changes.** We may increase, or adjust the basis for calculating, the charges for our Services with effect from the start of each renewal term by giving you at least 60 days written notice; any other price changes or adjustments will be as set out in your Ordering Document.

c. **Excess Use.** You must pay additional charges if you exceed the scope of use specified in the applicable Ordering Document, based on the rates specified on the applicable Ordering Document or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our Services or data.

5. PRIVACY

The parties agree that the terms of the Data Processing Addendum (“DPA”) available at: <http://tr.com/data-processing-addendum> shall apply to the extent Thomson Reuters Processes Customer Personal Data (as those terms are defined in the DPA), in which case the DPA is hereby incorporated into the Agreement by this reference. For clarity, where each of us Process any Personal Data as separate and independent Controllers (as those terms are defined in the DPA), each party will comply with, and be independently liable under, all applicable laws that apply to it.

6. CONFIDENTIALITY

Each party agrees to (i) protect any Confidential Information received from the other party using the same standard of care it uses to protect its own Confidential Information (which shall be no less than a reasonable degree of care) and (ii) not disclose any part of it to any third party except to its Affiliates, contractors, financial advisors, accountants and attorneys who are subject to legal privilege or confidentiality duties or obligations to the recipient that are no less restrictive than the terms and conditions of the Agreement. If a court or government agency orders either of us to disclose the Confidential Information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. These obligations of confidentiality do not apply to information which: (a) is or becomes generally available to the public (through no act or omission of the receiving party); (b) becomes known to the receiving party on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the receiving party prior to such disclosure as established by documentary evidence; or (d) is

independently developed by the receiving party, as established by Item 19. documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information. This section shall survive three (3) years after the termination of the Agreement or until the Confidential Information is no longer deemed confidential under applicable law, whichever occurs first. In the event of any breach of the confidentiality provisions of this Section 6, the non-breaching party may be irreparably and immediately harmed and might not be made whole by monetary damages. The non-breaching party may be entitled to seek equitable relief by way of injunction, specific performance or similar remedy in addition to any other remedies that may be available to it from a court of competent jurisdiction to prevent or restrain breaches of this Section.

7. WARRANTIES AND DISCLAIMERS

a. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO INSTALLED SOFTWARE OR PROFESSIONAL SERVICES, WE WARRANT THAT PROPERLY LICENSED SERVICES WILL MATERIALLY CONFORM TO ANY DOCUMENTATION THAT ACCOMPANIES THE SERVICES. THIS LIMITED WARRANTY APPLIES FOR THE DURATION OF THE TERM. YOUR ONLY REMEDY IN THE EVENT WE BREACH THIS LIMITED WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF THE SERVICES AT NO CHARGE. THIS LIMITED WARRANTY DOES NOT COVER PROBLEMS CAUSED BY YOUR FAILURE TO ADHERE TO INSTRUCTIONS OR CAUSED BY EVENTS BEYOND OUR REASONABLE CONTROL.

b. **INSTALLED SOFTWARE.** WE WARRANT THAT OUR INSTALLED SOFTWARE WILL MATERIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, AN INSTALLED SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE APPLICABLE ORDERING DOCUMENT FOR THE AFFECTED INSTALLED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE TIME PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

c. **PROFESSIONAL SERVICES.** WE WARRANT THAT WE WILL PROVIDE ANY PROFESSIONAL SERVICES USING REASONABLE SKILL AND CARE.

d. **DISCLAIMER OF WARRANTIES.** THE FOREGOING WARRANTIES DO NOT APPLY, AND WE STRICTLY DISCLAIM ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY DATA OR THIRD-PARTY SOFTWARE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTIONS 7(A), (B), and (C) HEREIN, OUR SERVICES ARE PROVIDED “AS IS”, AND ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ENTERING THE AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THE AGREEMENT. UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED, AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF URL OR THIRD-PARTY WEB SERVICE.

e. **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR SERVICES, DOCUMENTATION OR DATA. SOME INFORMATION MAY CONTAIN THE OPINIONS OF THIRD PARTIES, AND THOMSON REUTERS IS NOT RESPONSIBLE FOR THESE OPINIONS. YOUR DECISIONS MADE IN RELIANCE ON THE SERVICES, DOCUMENTATION OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE SERVICES.**

8. LIABILITY

a. **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID).**

b. **EXCLUSIONS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**

c. **Unlimited Liability.** Section 8(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; (iii) its infringement of the other party's intellectual property rights; (iv) our indemnification obligations in Section 8(d); (v) your indemnification obligations in Section 8(e); or (vi) your obligation to pay the charges on the applicable Ordering Document and all amounts for use of the Services that exceed the usage permissions and restrictions granted to you. Nothing in the Agreement limits liability that cannot be limited under law.

d. **Third Party Intellectual Property.** If a third party sues you claiming that our Services, excluding any portions of the same provided by our third-party providers, infringes their intellectual property rights, and your use of such Services has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are

included in a settlement approved by Thomson Reuters, p. Item 19. claim does not result from: (i) a combination of all or part of our Services with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our Services other than by Thomson Reuters or our subcontractors; (iii) use of a version of our Services after we have notified you of a requirement to use a subsequent version; or (iv) your breach of the Agreement. Our obligation in this Section 8(d) is conditioned on you (1) promptly notifying Thomson Reuters in writing of the claim; (2) supplying information we reasonably request; and (3) allowing Thomson Reuters to control the defense and settlement. We may remedy any alleged or anticipated infringement of a third-party intellectual property right by (a) procuring the right for you to continuing using the Service in accordance with this Agreement; (b) replacing the affected Property with replacements that do not alter the fundamental nature of the relevant Service; or (c) taking any of the actions in 9(b).

e. **Your Obligations.** You are responsible for any loss, damage or cost we and our Affiliates incur arising out of or in connection with a third-party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our Affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our Services infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under Section 8(d) (Third Party Intellectual Property)); (ii) your or your subcontractors' use of our Property in breach of the Agreement or in violation of applicable law; (iii) our or our Affiliates' compliance with any instruction given by you to us in the course of the provision of our Services; or (iv) an assertion by any person accessing or receiving the benefit of any part of our Services through you.

f. **Customer Assistance.** We will not be responsible if our Service fails to perform because of your third-party software, your hardware malfunction, or your actions or inaction. If we learn that our Service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon by us.

9. TERM, TERMINATION

a. **Term.** The term and any renewal terms for the Services are described in the applicable Ordering Document. If not otherwise stated in the applicable Ordering Document, the Agreement will automatically renew annually unless either of us gives the other at least 30 days written notice before the end of the then current term.

b. **Suspension and Termination.** We may on notice terminate, suspend or limit your use of any portion or all of our Services, or modify the terms on which it is provided, if (i) requested to do so by a third-party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent; (iii) there has been or it is reasonably likely that there will be: (1) a breach of security; a breach of your obligations under the Agreement or another agreement between us; (2) a breach of our agreement with a third-party provider; (3) a violation of third party rights or (4) applicable law. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination, suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the Service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction. We may, upon reasonable notice, terminate all or part of the Agreement in relation to a Service which is discontinued.

c. **Material Breach.** Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of written notice. Any misrepresentation by you or failure to fully pay any amount when due under the Agreement is a material breach for this purpose. Where (i) we terminate a Service, other than for a termination for your breach pursuant to this Section 9(c) or a termination for your insolvency pursuant to Section 9(b), or (ii) you terminate a Service for our breach pursuant to this Section 9(c), you will be entitled to a pro rata refund of any recurring charges paid in advance for the terminated Service that has not been rendered.

d. **Effect of Termination.** Except to the extent we have agreed otherwise, upon expiration or termination of the Agreement, all licenses and rights granted herein shall end immediately and you must uninstall or destroy all of our Property. Additionally, upon expiration or termination, at your request, we will, at our discretion, either return or destroy your Confidential Information, except as may be required for archival or compliance purposes. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters or its agent any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue or those that expressly state shall survive termination.

e. **Amendments.** We may modify these Terms at any time by providing notice to you by posting the updated Terms at <http://tr.com/TermsandConditions>, providing notice to you through your TR account (i.e., My Account), sending you a renewal notice communication, or using other similar means. Modified terms become effective 30 days after such notice. By using the Services after the effective date, you agree to be bound by the most recent version of the Terms. You are responsible for reviewing and becoming familiar with any such modifications.

f. **Force Majeure.** We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the Services and continue for more than 30 days, either of us may terminate any affected Service on written notice to the other.

10. THIRD PARTY RIGHTS

Our third-party providers benefit from our rights and remedies under the Agreement. Except for our third-party providers, no other third parties have any rights or remedies under the Agreement.

11. GENERAL

a. **Assignment.** Unless otherwise provided in this Section, neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement to anyone else without the other party's prior written consent, which may not be unreasonably withheld or delayed. We may delegate or transfer any obligation set forth in the Agreement, assign the Agreement, or assign any rights or remedies granted in the Agreement in whole or in part (i) to an Affiliate; (ii) in connection with our or our Affiliate's sale of a division, product or service; or (iii) in connection with a reorganization, merger, acquisition, divestiture or similar business transaction. We may subcontract any of the Services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 11(a) is void.

b. **Feedback.** You may voluntarily provide any comments, suggestions, ideas or recommendations (collectively, "Feedback") to

Thomson Reuters, and if so, you grant Thomson Reuters a Item 19. irrevocable, transferable, non-exclusive right, without charge, to use any Feedback you provide related to any of our Property in any manner and for any purpose.

c. **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

d. **Governing Law.** Unless otherwise stated in the applicable Ordering Document, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

e. **Precedence.** If there is any conflict among any elements of the Agreement, the descending order of precedence is: third party license terms contained in Section 3(e) of these Terms; the applicable Ordering Document; and the remaining provisions of the Agreement.

f. **Trials.** All trials or testing of our Services are subject to these Terms unless we notify you otherwise. Access to our Services for trials may only be used for your evaluation purposes. Unless we agree otherwise in writing, any data you enter into the Services, and any customizations made to the Services by or for you, during any free trial may be permanently destroyed at the end of the trial.

g. **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters, or its agents on behalf of Thomson Reuters, may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters. You may request us to assist with any of the following: (a) issues caused by you or third party information or materials; (b) any Services, or any versions of Services, that we have advised you are unsupported; (c) issues caused by your failure to follow our instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to us; or (f) your networking or operating environment. Additional Charges in respect of such assistance may apply.

h. **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

i. **Severability.** If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

j. **Consent to Electronic Communications.** You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services.

k. **Notices.** All notices under the Agreement must be in writing sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person

at the address set out on the relevant Ordering Document between the parties (or such other more recent address notified to the other). However, we may give technical or operational notices or notices of third-party provider terms via publication on the URL in Section 3(e) or within the Services themselves.

1. **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.



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: April 10, 2023
SUBJECT: Property Acquisition: Patrick and Laura Finnegan
 Location: 2603 S. Union Road, just west of the West Viking Road Industrial Park.

Attached for your review and approval is the Offer to Buy Real Estate and Acceptance with Patrick and Laura Finnegan for the purchase of their 2.35-acre property located at 2603 S. Union Road, just west of the West Viking Road Industrial Park. The City has been working with the owners for the past several months towards this possible property acquisition.

For the past several months, staff has been meeting to discuss potential strategic land acquisitions for the continued long term development of the Cedar Falls Industrial Parks. The primary factors driving this recommended acquisition include:

- The property is located adjacent to the City's West Viking Road Industrial Park expansion area, which the City is currently readying for development.
- The 2.35-acre property will provide the City an option to incorporate this site into the industrial park expansion property to the east, which will provide larger sites for large-scale developments, which the City currently has received much interest in lately.

The purchase from the Finnegans was first presented to City Council in Executive Session on July 18, 2022 with a positive indication to pursue the acquisition. The long-term development of this property would be to clear the structures from the property and incorporate this land with the expansion area of the West Viking Road Industrial Park located directly to the east. We anticipate future potential large site projects will be high quality, high valuation, and create employment opportunities.

The agreed upon purchase price is **\$346,000.00**. Payment for this purchase would be made from the City's Economic Development Fund. The \$346,000.00 expenditure will then be reimbursed in its entirety from the Unified Highway 58 Corridor Urban Renewal Plan (TIF District) when debt is next certified by the City prior to December 1, 2023.

Attached for your review is the Offer to Buy Real Estate and Acceptance contract prepared by City Attorney Kevin Rogers covering the property owned by Patrick and Laura Finnegan. The attached document has been executed by the above property owners.

RECOMMENDATION

Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for the real estate owned by Patrick and Laura Finnegan.

The proposed acquisition of the Finnegan property is consistent with the following established City Council Organizational Goals:

Organizational Goal 6: Create an environment conducive to economic development.

Long Term & On-going Objective: Implement the long-term plan for the expansion of the City's Unified Industrial Park. This plan should include ways to acquire land and provide adequate infrastructure utilizing cooperative efforts with other groups and agencies.

If you have any questions regarding the proposed purchase offer, please feel free to let me know.

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



Proposed Property Acquisition
 Patrick and Laura Finnegan
 2603 S. Union Road



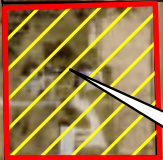
**Cedar Falls
 Industrial Park Expansion Area**

S Union Rd

Venture Way

Innovation Dr

Technology Pkwy



**Proposed
 Property Acquisition**



**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
CITY OF CEDAR FALLS, IOWA
Patrick J. Finnegan and Laura B. Finnegan**

TO: Patrick J. Finnegan and Laura B. Finnegan, husband and wife, (SELLERS)

The undersigned BUYER, the City of Cedar Falls, Iowa, hereby offers to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Black Hawk County, Iowa, legally described as:

Parcel "A" of Plat of Survey Document No. 2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the 5th Principal Meridian, Black Hawk County, Iowa,

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for development.

1. **PURCHASE PRICE.** The Purchase Price shall be \$346,000.00 payable in full at closing.
2. **REAL ESTATE TAXES.** SELLERS shall pay pro-rated real estate taxes to date of possession by BUYER and any unpaid real estate taxes payable in prior years. BUYER shall pay all subsequent real estate taxes.
3. **SPECIAL ASSESSMENTS.**
 - A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance.
 - B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.
 - C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.
 - D. BUYER shall pay all other special assessments or installments not payable by SELLERS.
4. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before June 1, 2023, and any

adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLERS, but prior to possession by BUYER. SELLERS agree to permit BUYER to inspect the Property at any time prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:

- A. Upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.
6. **FIXTURES.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: All other property, real or personal, except personal property agreed by the parties to be removed by SELLERS prior to closing.
 7. **REMOVAL OF PROPERTY:** The parties agree that SELLERS may remove, at their cost, prior to closing, the following items: LP Tank; siding materials from the corn crib.
 8. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the property.
 - A. BUYER acknowledges that it has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.
 9. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through April 30, 2023, and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
 10. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, or otherwise, BUYER shall pay the costs thereof. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
 11. **ENVIRONMENTAL MATTERS.**
 - A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be,

regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.

B. BUYERS may at their expense obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS.

12. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYER by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER.
13. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of death of any SELLER, agrees to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLER consistent with Paragraph 15.
14. STATEMENT AS TO LIENS. All liens on the Property shall be cleared by SELLERS, or, at BUYER'S option, may be withheld from the Purchase Price at the time of closing.
15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by May 1, 2023, either party may declare this Agreement null and void, and all payments made hereunder shall be made to BUYER.
17. REMEDIES OF THE PARTIES.
 - A. If BUYER fails to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in

equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYER has the right to have all payments made returned to it.

C. BUYER and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.
20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.
21. CERTIFICATION. BUYER and SELLERS each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Exhibit "A" for Inspection of Private Sewage Disposal System.
23. ADDITIONAL TERMS AND CONDITIONS. SELLERS shall be responsible for any transfer tax on the transaction, which may be withheld from the Purchase Price at time of closing and paid by BUYER. BUYER may obtain an opinion from a licensed attorney as to title to the Property, at BUYER'S cost. The recording fees for any mortgage and any other lien release or release of any other interest shall be paid by SELLERS. The recording fees for the Warranty Deed shall be paid by BUYER.
- 23.ACCEPTANCE. When accepted and approved by the Cedar Falls City Council, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before April 15, 2023, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted 4/6/23

Dated _____


SELLERS

BUYER



Patrick J. Finnegan

Robert M. Green, Mayor of City of Cedar
Falls, Iowa



Laura B. Finnegan

Attest: _____

Jacqueline Danielsen, City Clerk

Exhibit A
Inspection of Private Sewage Disposal System

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within _____ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within _____ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

_____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$_____ Dollars into escrow with _____ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

___X___ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number

_____.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN OFFER TO BUY REAL ESTATE AND ACCEPTANCE FOR REAL ESTATE OWNED BY PATRICK AND LAURA FINNEGAN

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has been presented with a proposed Offer to Buy Real Estate and Acceptance between Patrick and Laura Finnegan, and the City of Cedar Falls, Iowa, for the sale and purchase of property at 2603 S. Union Road, legally described as:

Parcel "A" of Plat of Survey Document No. 2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the 5th Principal Meridian, Black Hawk County, Iowa; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Offer to Buy Real Estate and Acceptance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Offer to Buy Real Estate and Acceptance for the sale of real estate located at 2603 S. Union Road, by Patrick and Laura Finnegan, to the City of Cedar Falls, Iowa, a copy of which Offer to Buy Real Estate and Acceptance was presented at this meeting, be and the same is hereby authorized and approved, and that the Mayor and City Clerk are hereby authorized to execute said Offer to Buy Real Estate and Acceptance on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 17th day of April 2023.

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

Planning & Community Services Division

TO: Honorable Mayor Robert Green and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: April 17, 2023
SUBJECT: Request to Amend Contract with Iowa Northland Regional Council of Governments (INRCOG)

The City has a contract with Iowa Northland Regional Council of Governments (INRCOG) to support staff with the Community Development Block Grant (CDBG) and HOME's administration and technical services. The current contract was approved by City Council on August 1, 2022. It was based on an estimate of the work and costs that would be involved with the adopted FFY22 Annual Action Plan and past contracts.

After executing the contract, the City completed procurement with service agencies, selecting more service agencies than we had in the past. The six service agencies were recommended by the Housing Commission and approved by City Council. Due to the additional work to monitor all six agencies, an amendment is proposed to INRCOG's contract Adding \$500 under Agency Award Program General and Technical Services to help offset the extra work.

Also, the City staff and INRCOG had thought that the environmental reviews for the proposed projects under Neighborhood Recreational Amenities (trees) and Neighborhood Access (sidewalk) could be completed together. Since they are separate projects, the expense for the environmental review should be reflected separately in the contract, to correspond with each CDBG activity. The sidewalk project clearance became more complicated due to floodplain and a temporary easement.

With these two situations, staff recommends the following amendments to the contract:

- Section 2.2 - Set the maximum budget for INRCOG from \$55,000 to \$58,500.
- Exhibit A - Increase Agency Awards Program of INRCOG expense to \$8,000 (formerly \$7,500).
- Add "Neighborhood Recreational Amenities" - A new budget category, to set the General and Technical Services for INRCOG expense to be \$3,000 for Tier II environmental review.

Attached is the contract amendment. The City Attorney has reviewed the Contract Amendment. Staff recommends approval of the First Amendment as proposed.

Staff is available for any questions.

Xc: Stephanie Houk Sheetz, AICP, Community Development Director
Karen Howard, AICP, Planning & Community Services Manager

FIRST AMENDMENT TO THE SERVICE/PRODUCT AGREEMENT FOR FEDERALLY
FUNDED PROJECT

This First Amendment to the Service/Product Agreement for Federally Funded Project is made and entered into this ____ day of _____, 2023, by and between the City of Cedar Falls, Iowa (hereinafter “City”), and **Iowa Northland Council of Governments** (hereinafter “Agency”).

WHEREAS, the City and the Agency entered into a Service/Product agreement for Federally Funded Community Development Block Grant dated August 1, 2022, which established the terms and conditions whereby the Agency will provide grant administration and technical service for activities related to FY2023 (FFY2022) Community Development Block Grant (hereinafter the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, changes in the scope of services or changes in compensation may be made by written amendment; and

WHEREAS, the City would like to change the funding amount for Agency Awards Program to increase INRCOG Expense by \$500 to a total of \$8,000; and

WHEREAS, the number of new Services Agencies has increased more than what staff expected at the time the Agreement was entered into; and

WHEREAS, the City also would like to add a new category “Neighborhood Recreational Amenities” to the budget with a General and Technical Services of INRCOG Expense to be \$3,000.

WHEREAS, the it was determined that an Environmental Review for the “Neighborhood Recreational Amenities” was needed to be added to the Agreement; and

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

1. Section 2.2 of the agreement is hereby amended by striking the amount of \$55,000 and substituting in lieu thereof the amount of \$58,500; and I
2. Exhibit A of the Agreement is hereby amended by striking the amount of \$7,500 under Agency Awards Program and substituting in lieu thereof the amount of \$8,000.
3. Exhibit A of the Agreement is hereby amended by Adding:
 - **Neighborhood Recreational Amenities**
 - General and Technical Services
 - *INRCOG Expense: \$3,000 (ADC)*
4. The City and Agency hereby acknowledge and agree that all of the terms and conditions of the Agreement including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to Service/Product Agreement for Federally Funded Project.

IN WITNESS WHEREOF, City and Agency have executed this First Amendment to Service/Product Agreement for Federally Funded Project at Cedar Falls, Iowa, effective as of the date first stated above.

AGENCY:


CITY:

IOWA NORTHLAND REGIONAL
COUNCIL OF GOVERNMENTS

CITY OF CEDAR FALLS, IOWA

BY: 
Brian Schoon, Director

BY: _____
Mayor Robert M. Green

ATTEST: 

ATTEST: _____
Jacque Danielsen

DATE: 4/5/2023

DATE: _____



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: Chris Sevy, Planner I
 Ben Claypool, PhD, PE, Principal Engineer
DATE: April 17, 2023
SUBJECT: Gateway Business Park Lot 2 Minor Subdivision Plat

REQUEST: Request to approve the Gateway Business Park Lot 2 Minor Subdivision Plat (Case # MP23-001)

PETITIONER: Martin Rouse (Owner); Jon Biederman, Fehr Graham (Engineer)

LOCATION: 1525 and 1625 W Ridgeway Avenue

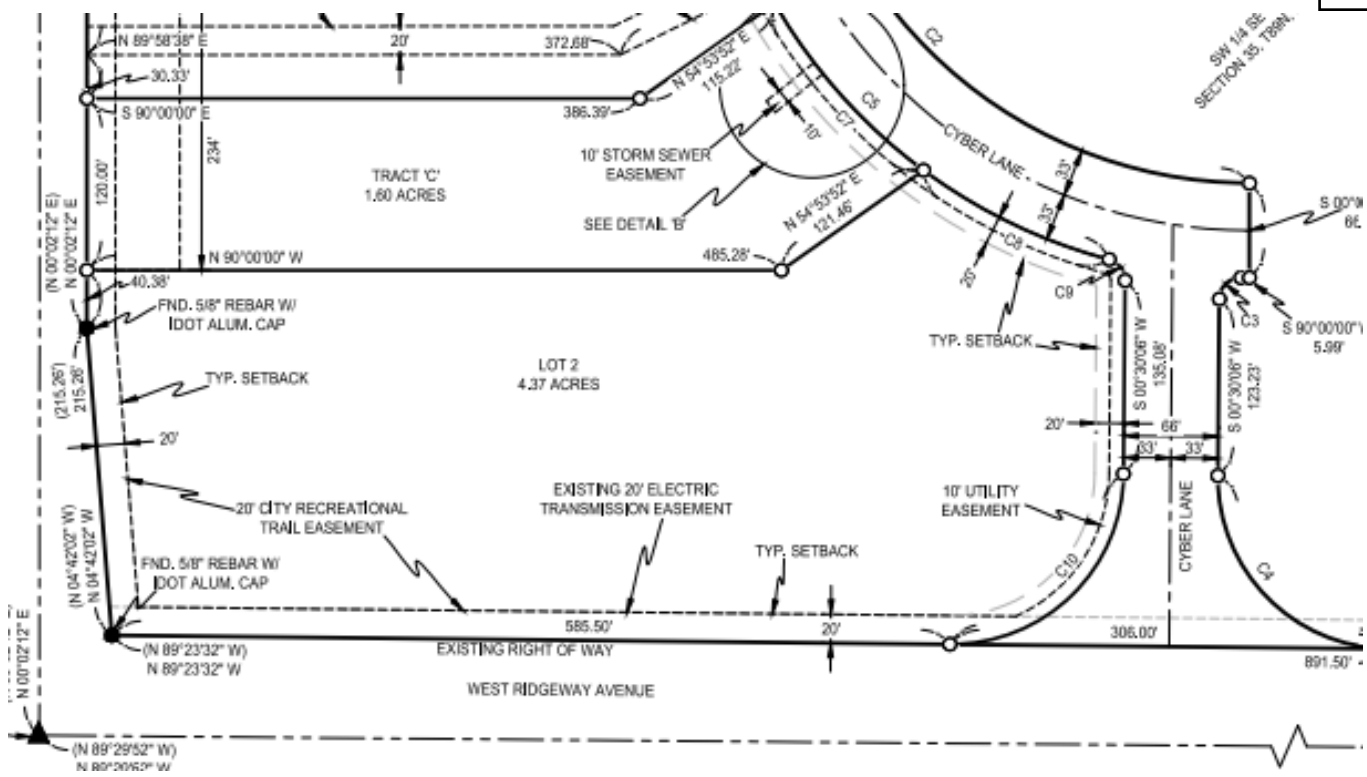
PROPOSAL

The current property owner of the Panther Travel Center and the Dairy Queen (1525 and 1625 W Ridgeway Avenue, respectively) proposes to divide the property into two commercial lots which have already been developed. This will enable the owner to sell one or both lots (and the businesses established thereon) separately. This subdivision includes the carry-over and establishment of easements for the accommodation of access, utilities, and signage. 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 subject parcel (Lot 2) is part of the Gateway Business Park subdivision which was created in 2018. Development on the site currently includes a Dairy Queen at 1625 W Ridgeway and the Panther Travel Center at 1525 W Ridgeway which includes a fuel station, restaurant, auto repair shop, and convenient store. Both completed construction in 2020.

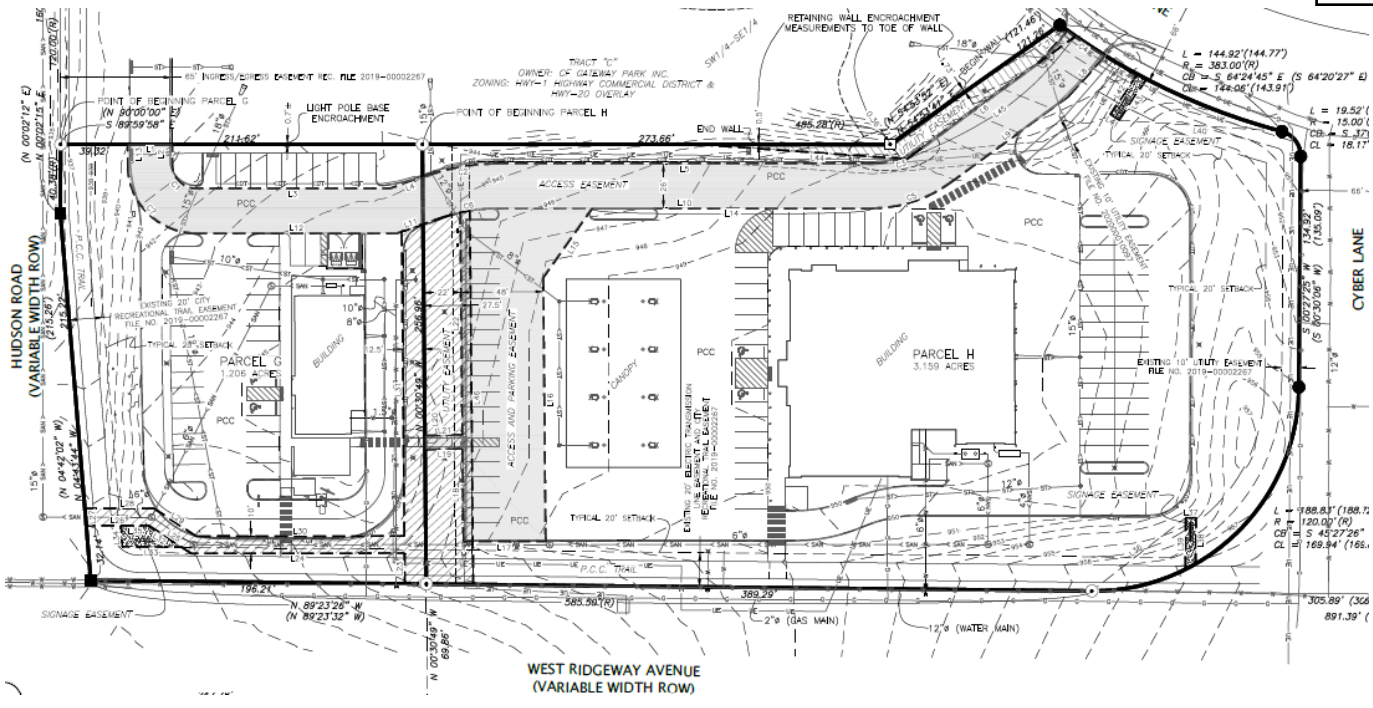
Below is an image of the current lot as shown on the final plat.



ANALYSIS

1525 and 1625 W Ridgeway Avenue is located in the HWY-1 Highway Commercial Zoning District. Currently the lot measures approx. 4.37 acres. With the proposal of a minor plat, this lot will be divided into Parcel G (1.2 acres approx.) and Parcel H (3.16 acres approx.). The existing buildings and site improvements will remain. Lot 2 currently has access from two points; one from Hudson Road through Gateway Business Park Lot 1 (Holiday Inn & Suites) and the other from Cyber Lane which connects to Ridgeway Avenue. There will be a shared access agreement for both access points. As such, the minor plat shows a shared access easement to allow ingress/egress to the newly created parcels.

The minor plat, shown below, graphically depicts the lot split and building locations. The HWY-1 Highway Commercial Zoning District requires a minimum 20-foot landscaped setback around the perimeter of the district. This minor plat subdivision will not affect compliance with that requirement or any other stipulations of the approved site plan. There are also no conflicts along the newly-shared lot line as side setbacks are not defined in the HWY-1 District but a landscaped setback of 12.5 feet on the west side of the new lot line and 22 feet on the east side of the new lot line is provided. This landscaped area was previously established in site plan review and construction, but would now be protected by a proposed utility easement on the minor plat. All applicable easements and platted setbacks from the previous plat are being carried over which includes a public trail easement along the Hudson and Ridgeway frontages.



The two newly created parcels G and H both meet zoning ordinance requirements.

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the Minor Plat for 1625-1525 W Ridgeway Ave. Water, electric, gas, and communication utility services are available in accordance with the service policies of CFU

The property is located outside the floodplain overlay district.

To allow one to clearly look at the site context, access points to the plat, and to ensure that any created parcels meet zoning setback requirements, our minor plat process requires the site context elements to be shown (buildings, pavement, contours, etc.). For the sake of legibility, the applicant provided an extra sheet to the proposed Gateway Business Park Lot 2 Minor Subdivision Plat with only the final plat elements shown. The recorded document will contain both sheets to provide context and the clear legal details of the plat.

A courtesy mailing was sent to the neighboring property owners on March 15, 2023

RECOMMENDATION

The Planning and Zoning Commission has reviewed the proposed Minor Plat case #MP23-001, and at their regular meeting on 22 March 2023 recommended approval with a vote of 6 ayes and 0 nays.

PLANNING & ZONING COMMISSION

<p>Discussion 3/22/2023</p>	<p>The next item for consideration by the Commission was Minor Plat approval for Gateway Business Park Minor Plat of Lot 2. Chair Lynch introduced the item and Mr. Sevy provided background information. He explained that the applicant is requesting a minor subdivision of Lot 2 of the Gateway Business Park, dividing it</p>
---------------------------------	--

into two lots so that each business can reside on a separate lot and the lots can be sold separately. Staff has reviewed the plat and finds that it complies with all requirements and recommends approval.

Dan Keagle, representing the applicant MT Tanks noted that he is available for any questions.

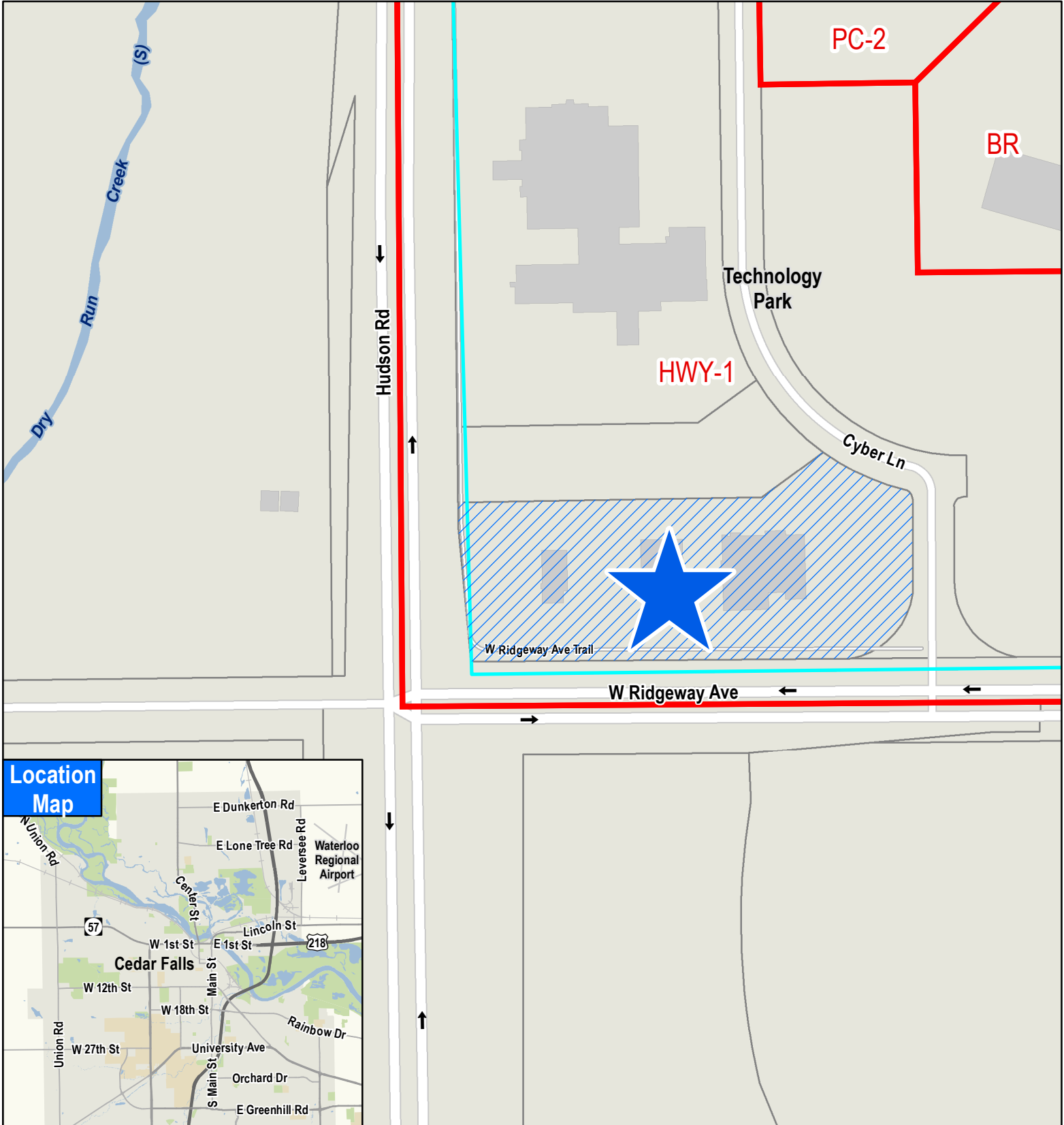
Mr. Larson made a motion to approve the item. Ms. Moser seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Larson, Leeper, Lynch and Moser), and 0 nays.

Attachments: Location Map
Signed Plat
Owner's Statement and Declarations
Survey Certificate

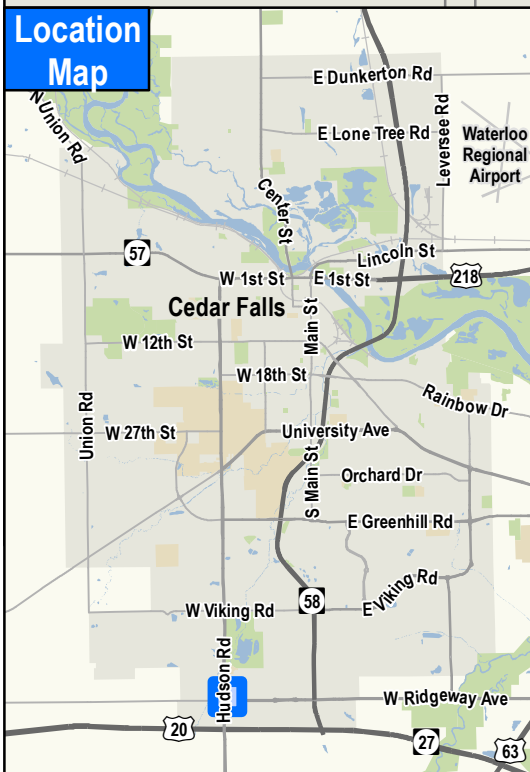
Cedar Falls Planning and Zoning Commission

March 22, 2023

Item 22.

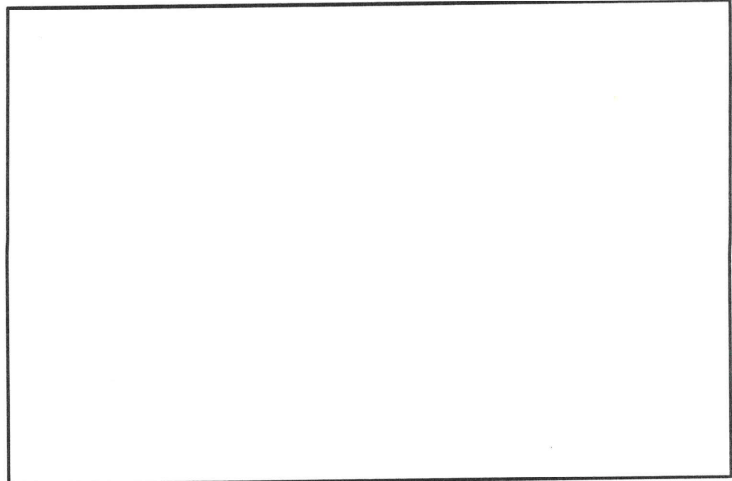


Location Map



Gateway Business Park Lot 2
Minor Subdivision Plat
1525 & 1625 W. Ridgeway Ave

RECORDER'S INDEX	
COUNTY:	BLACK HAWK
SECTION:	35-T89N-R14W
QUARTER SECTION:	SW1/4-SE1/4
CITY:	CEDAR FALLS
SUBDIVISION:	GATEWAY BUSINESS PARK AT CEDAR FALLS 1
BLOCK:	N/A
LOT(S):	MINOR SUBDIVISION OF LOT 2 (PARCELS "G" & "H")
PROPRIETOR:	MT TANKS, LLC
REQUESTED BY:	MARTIN L. ROUSE (MANAGING PARTNER)



FOR RECORDER'S USE ONLY

PREPARED BY/RETURN TO: FEHR GRAHAM, 128 S. VINE STREET, WEST UNION, IA 52175 - PH: 563.422.5131

PLAT OF SURVEY

GATEWAY BUSINESS PARK LOT 2 MINOR SUBDIVISION PLAT

A REPLAT OF LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

NOTE: THIS IS A MINOR SUBDIVISION PLAT OF LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1 IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AS SHOWN ON THE FINAL PLAT RECORDED IN FILE 2019-00002267. CURRENT OWNERSHIP OF SAID LOT 2 IS SHOWN IN A WARRANTY DEED RECORDED SEPTEMBER 17, 2019, AS FILE NUMBER 2020-00005033. BOTH DOCUMENTS ARE ON FILE IN THE BLACK HAWK COUNTY RECORDER'S OFFICE, WATERLOO, IOWA. FOR THIS MINOR SUBDIVISION PLAT, THE BLACK HAWK COUNTY AUDITOR HAS DESIGNATED THESE PARCELS AS "PARCEL G" AND "PARCEL H".

SURVEY DESCRIPTIONS:

PARCEL G

PARCEL G IN LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1 IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;
 THENCE SOUTH 89°59'58" EAST, 211.62 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2;
 THENCE SOUTH 00°30'49" WEST, 256.96 FEET TO THE SOUTH LINE OF SAID LOT 2;
 THENCE NORTH 89°23'26" WEST, 196.21 FEET ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF;
 THENCE NORTH 04°43'44" WEST, 215.22 FEET;
 THENCE NORTH 00°02'15" EAST, 40.38 FEET, BOTH ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;
 CONTAINING 1.206 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL H

PARCEL H IN LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1 IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;
 THENCE SOUTH 89°59'58" EAST, 211.62 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;
 THENCE CONTINUING SOUTH 89°59'58" EAST, 273.66 FEET;
 THENCE NORTH 54°53'41" EAST, 121.26 FEET, BOTH ALONG SAID NORTHERLY LINE OF LOT 2 TO THE NORTHEASTERLY CORNER THEREOF AND WESTERLY RIGHT-OF-WAY LINE OF CYBER LANE;
 THENCE SOUTHEASTERLY 144.92 FEET ALONG A 383.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHEASTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 64°24'45" EAST, 144.06 FEET) TO A POINT OF CONCAVE CURVE;
 THENCE SOUTHEASTERLY 19.52 FEET ALONG A 15.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 37°07'56" EAST, 18.17 FEET);
 THENCE SOUTH 00°27'25" WEST, 134.92 FEET;
 THENCE SOUTHWESTERLY 188.83 FEET ALONG A 120.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 45°27'26" WEST, 169.94 FEET) ALL ALONG THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID CYBER LANE TO THE SOUTHERLY LINE OF SAID LOT 2 AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST RIDGEWAY AVENUE;
 THENCE NORTH 89°23'26" WEST, 389.29 FEET ALONG SAID SOUTH LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE;
 THENCE NORTH 00°30'49" WEST, 256.96 FEET TO THE POINT OF BEGINNING;
 CONTAINING 3.159 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BASIS OF BEARING IS NAD83, IOWA REGIONAL COORDINATE SYSTEM ZONE 5 (WATERLOO), U.S. SURVEY FOOT, GEOID 2018.

LEGEND

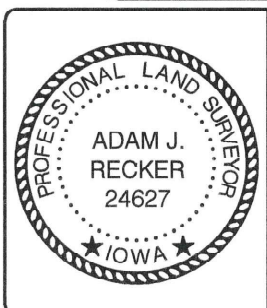
- SECTION CORNER AS DESCRIBED
- FOUND 5/8"Ø REBAR W/OPC #17565
- FOUND 5/8"Ø REBAR W/ALUMINUM CAP (IDOT)
- SET 1/2"Ø REBAR W/RPC #24627
- CALCULATED POSITION
- SET CUT "X" ON TOP OF CURB
- SURVEY BOUNDARY
- (R) PREVIOUSLY RECORDED AS
- OPC ORANGE PLASTIC CAP
- RPC RED PLASTIC CAP
- SANITARY MANHOLE
- SANITARY SEWER
- GAS MAIN
- STORM SEWER
- DRAIN TILE
- WATER PIPE
- UNDERGROUND ELECTRIC
- FIRE HYDRANT
- WATER VALVE WITH BOX
- CURB STOP W/CURB BOX
- STORM MANHOLE
- CATCH BASIN
- STORM SEWER INLET
- RCCP OR RCP EQRS (RCAP) END SECTION
- 600 CONTOUR LINE
- SIGN (PYLON)
- FLAGPOLE
- BOLLARD
- LIGHT POLE (SINGLE FIXTURE)
- ACCESS EASEMENT
- UTILITY EASEMENT

Curve Table				
NUMBER	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	21.99'	14.00'	S 45°01'00" E	19.80'
C2	41.83'	126.00'	N 80°28'20" E	41.64'
C3	32.76'	52.00'	N 71°55'59" E	32.22'
C4	26.29'	383.00'	S 56°23'15" E	26.28'
C5	49.15'	78.00'	S 71°55'59" W	48.34'
C6	33.20'	100.00'	S 80°28'20" W	33.05'
C7	62.83'	40.00'	N 45°01'00" W	56.57'

REVISIONS		
REV.	DESCRIPTION	DATE
#1	TECH REVIEW UPDATES FROM 2/15/23	3/9/23
#2	ADDED 20' SETBACK LINES	3/16/23

Line Table		
NUMBER	BEARING	DISTANCE
L1	N 89°51'57" E	26.00'
L2	S 00°01'00" E	12.01'
L3	N 89°59'00" E	113.25'
L4	N 70°57'39" E	23.38'
L5	N 89°59'00" E	218.82'
L6	N 53°52'57" E	82.54'
L7	N 42°02'12" E	25.69'
L8	S 42°02'12" W	32.24'
L9	S 53°52'57" W	85.24'
L10	S 89°59'00" W	218.82'
L11	S 70°57'39" W	27.73'
L12	S 89°59'00" W	117.60'
L13	N 00°01'00" W	11.96'
L14	S 89°59'00" W	163.64'
L15	S 35°11'21" W	49.63'
L16	S 00°30'49" E	154.03'
L17	S 89°59'00" W	48.00'
L18	N 00°30'49" W	54.15'
L19	S 88°32'00" W	22.00'
L20	N 00°30'49" W	8.00'
L21	N 88°32'00" E	22.00'
L22	N 00°30'49" W	130.10'
L23	N 00°30'49" W	17.83'

Line Table		
NUMBER	BEARING	DISTANCE
L24	S 89°59'00" W	124.90'
L25	N 56°39'03" W	29.49'
L26	S 89°59'00" W	36.66'
L27	N 04°43'44" W	10.03'
L28	N 89°59'00" E	40.48'
L29	S 56°39'03" E	29.49'
L30	N 89°59'00" E	121.82'
L31	N 00°30'49" W	178.00'
L32	S 56°39'03" E	22.94'
L33	N 89°23'26" W	34.74'
L34	N 04°43'44" W	12.14'
L35	N 89°31'25" E	16.58'
L36	N 51°58'49" E	69.78'
L37	S 89°39'38" E	6.00'
L38	S 00°20'22" W	27.05'
L39	S 00°20'22" W	30.31'
L40	N 86°04'14" W	95.67'
L41	N 56°03'51" W	6.00'
L42	N 33°56'09" E	28.36'
L43	N 33°56'09" E	28.99'
L44	N 85°58'52" W	123.12'
L45	N 53°52'57" E	121.85'
L46	N 00°30'49" W	218.52'



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

Adam J. Recker 3-31-2023
 Adam J. Recker, P.L.S. Date
 License Number: 24627

My license renewal date is December 31, 2023.
 Sheets covered by this seal: SHEETS 1 THROUGH 3

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL
 © 2023 FEHR GRAHAM

ILLINOIS
 IOWA
 WISCONSIN

G:\C3D\23-077\23-077 Plat.dwg

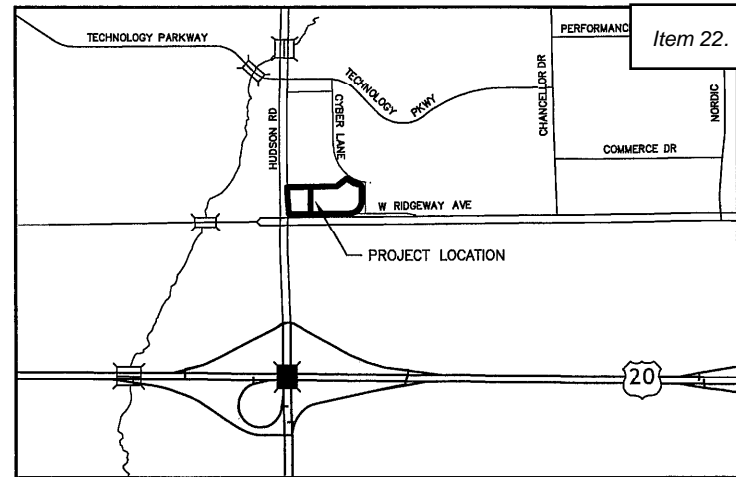
FLD BK: WU-PJM-2 PG: 88	JOB NUMBER: 23-077
SURVEY WAS COMPLETED ON: JANUARY 27, 2023	SHEET NUMBER: 1 of 3



PLAT OF SURVEY

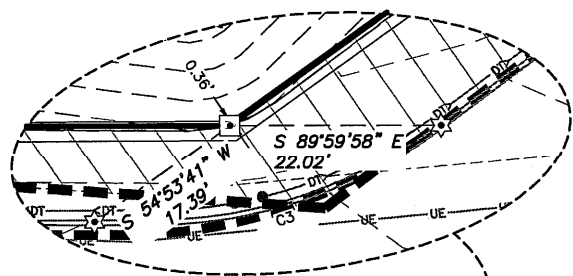
GATEWAY BUSINESS PARK LOT 2 MINOR SUBDIVISION PLAT

A REPLAT OF LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

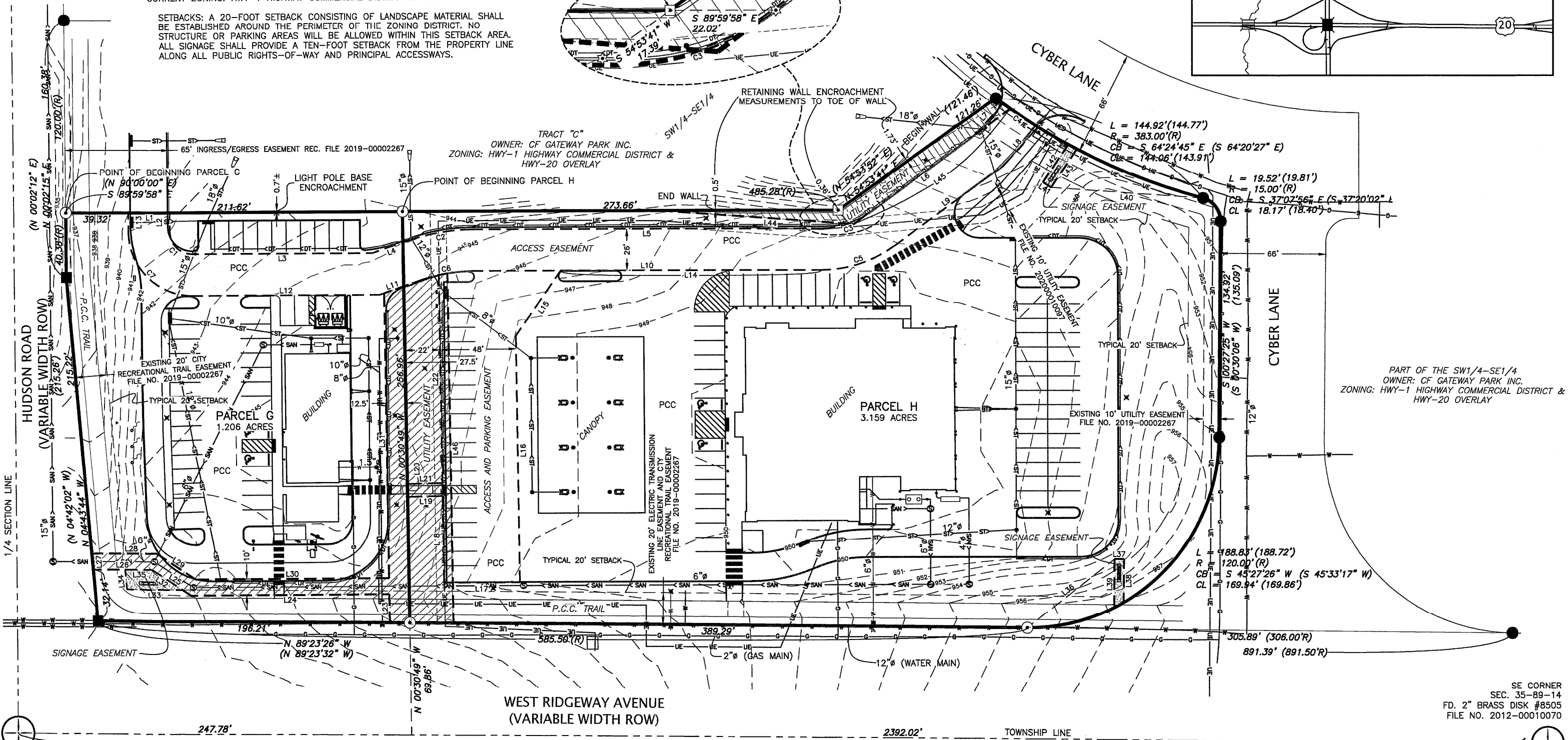


CURRENT ZONING: HWY-1 HIGHWAY COMMERCIAL DISTRICT & HWY-20 OVERLAY

SETBACKS: A 20-FOOT SETBACK CONSISTING OF LANDSCAPE MATERIAL SHALL BE ESTABLISHED AROUND THE PERIMETER OF THE ZONING DISTRICT. NO STRUCTURE OR PARKING AREAS WILL BE ALLOWED WITHIN THIS SETBACK AREA. ALL SIGNAGE SHALL PROVIDE A TEN-FOOT SETBACK FROM THE PROPERTY LINE ALONG ALL PUBLIC RIGHTS-OF-WAY AND PRINCIPAL ACCESSWAYS.

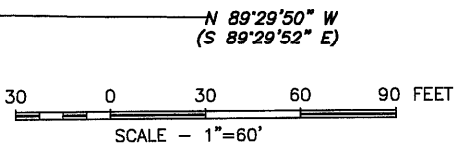


TRACT "C"
OWNER: CF GATEWAY PARK INC.
ZONING: HWY-1 HIGHWAY COMMERCIAL DISTRICT & HWY-20 OVERLAY



PART OF THE SW1/4-SE1/4
OWNER: CF GATEWAY PARK INC.
ZONING: HWY-1 HIGHWAY COMMERCIAL DISTRICT & HWY-20 OVERLAY

SE 1/4 CORNER
SEC. 35-89-14
FD. 2" BRASS DISK #8505
FILE NO. 2012-00010068



OWNER/SUBDIVIDER:
MT TANKS
MARTIN L. ROUSE (MANAGING PARTNER)
902 13TH STREET
GRUNDY CENTER, IA 50638

SURVEYOR:
FEHR GRAHAM
ADAM RECKER
221 EAST MAIN STREET, SUITE 301
MANCHESTER, IA 52057

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
© 2023 FEHR GRAHAM

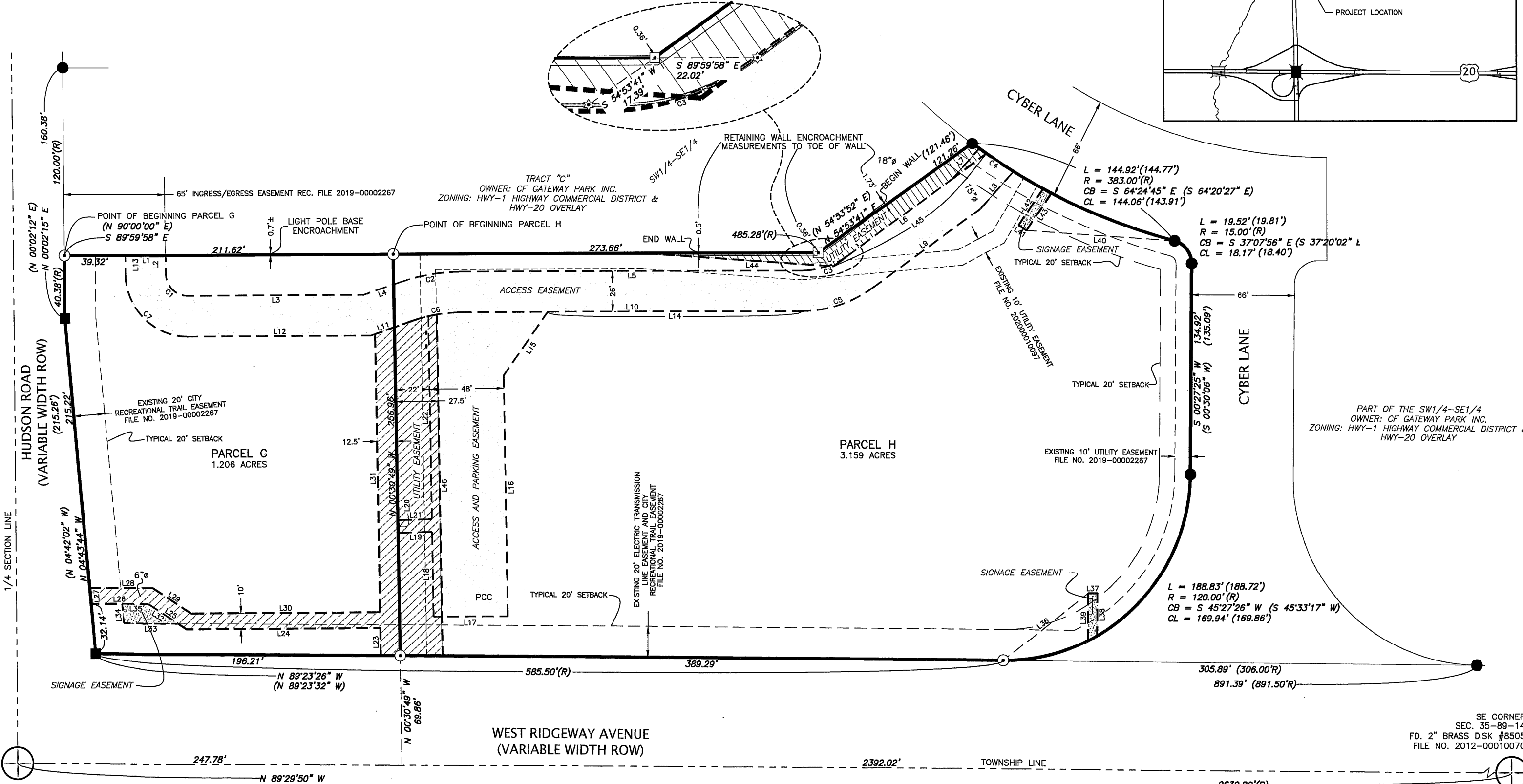
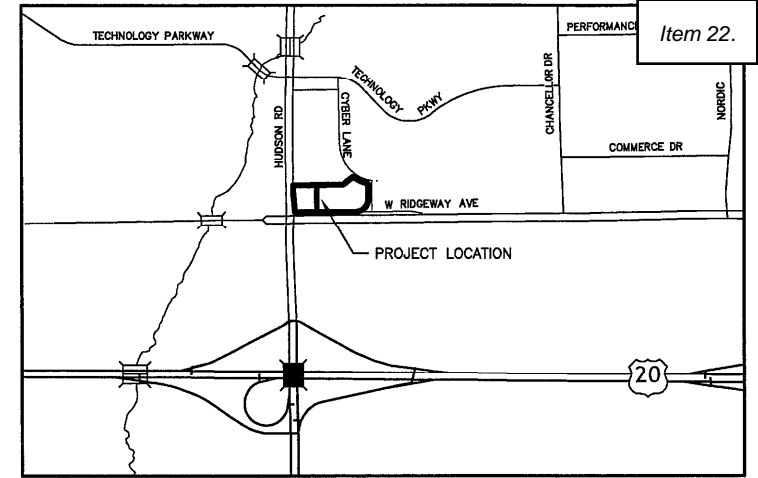
ILLINOIS
IOWA
WISCONSIN

JOB NUMBER:
23-077
SHEET 188

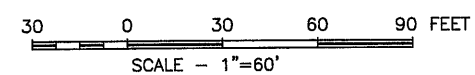
SE CORNER
SEC. 35-89-14
FD. 2" BRASS DISK #8505
FILE NO. 2012-00010070



PLAT OF SURVEY
GATEWAY BUSINESS PARK LOT 2 MINOR SUBDIVISION PLAT
 A REPLAT OF LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1, IN THE CITY
 OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



S1/4 CORNER
 SEC. 35-89-14
 FD. 2" BRASS DISK #8505
 FILE NO. 2012-00010068



OWNER/SUBDIVIDER:
 MT TANKS
 MARTIN L. ROUSE (MANAGING PARTNER)
 902 13TH STREET
 GRUNDY CENTER, IA 50638

SURVEYOR:
 FEHR GRAHAM
 ADAM RECKER
 221 EAST MAIN STREET, SUITE 301
 MANCHESTER, IA 52057

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL
 © 2023 FEHR GRAHAM

ILLINOIS
 IOWA
 WISCONSIN

JOB NUMBER:
 23-077
SHEET 189 **OF** 3

SE CORNER
 SEC. 35-89-14
 FD. 2" BRASS DISK #8505
 FILE NO. 2012-00010070

Prepared by and after recording return to:

David H. Mason
 REDFERN MASON LARSEN & MOORE PLC
 415 CLAY ST., PO BOX 627
 Cedar Falls, IA 50613
 Phone (319) 277-6830

**OWNER'S STATEMENT AND DECLARATION OF EASEMENTS FOR
 GATEWAY BUSINESS PARK LOT 2 MINOR SUBDIVISION PLAT**

THIS OWNER'S STATEMENT AND DECLARATION OF EASEMENTS FOR GATEWAY BUSINESS PARK LOT 2 MINOR SUBDIVISION PLAT (this "Statement and Declaration") is executed, delivered and made effective as of this 5 day of ~~February~~, 2023, by MT Tanks, LLC, an Iowa limited liability company ("MTT") APRIL

Background Information

- A. MTT is the owner of that certain real property previously described as Lot 2, Gateway Business Park at Cedar Falls I, in the City of Cedar Falls, Black Hawk County, Iowa, (the "MTT Lot 2 Property").
- B. On or about the date hereof, MTT submitted for recording a Plat of Survey for Gateway Business Park Lot 2 Minor Subdivision Plat (the "Minor Subdivision Plat"), pursuant to which the MTT Lot 2 Property was subdivided into two (2) parcels, "Parcel G", as legally described on Exhibit A attached hereto, and "Parcel H", 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 MTT grant certain easements over Parcel G and Parcel H, as described herein.

DECLARATION

1. Utility Easements. For the mutual benefit and convenience of MTT, its assigns, the City of Cedar Falls, Black Hawk County, Iowa, and all present and future owners of Parcel G and Parcel H, and all proprietors of public utility companies and their assigns, MTT hereby gives, grants and conveys the Utility Easements as shown on the Minor Subdivision Plat, such easements granting the right to install, construct, repair, maintain, and operate all public and private utilities and services, including any sanitary sewer, storm sewer and drainage, gas mains, water mains, electrical, fiber optic cables, cable television, telephone, and other public utilities and services over, under, and across the Utility Easements contained, described, platted, and set forth within Minor Subdivision Plat.

There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities.

The proprietors, agents, and workmen of all such public utility and service companies, corporations, or agencies shall have the right of reasonable access to their services and proposed installations for the purpose of the proper construction and maintenance of their lines and equipment, together with privilege of installing, maintaining, and operating permanent underground feeders or service facilities and to enter upon said premises to do any of the work contemplated in the installation and maintenance of said public utilities, provided the user of the easement restores the property as nearly as possible to the condition the property was in before any repair, maintenance, or use of the easement, all at no cost to the grantor or of any owner of any portion of the land described in the Minor Subdivision Plat.

The above easements shall be deemed to be covenants running with the title to the land and shall be binding upon the parties, and upon their heirs, successors and assigns until such time that the parties, their heirs, successors, or assigns may enter into a subsequent agreement releasing any such easement. Such agreement shall be duly executed, acknowledged, and filed for record in the office of the recorder of Black Hawk County, Iowa.

2. Access, Parking, and Sign Easements. The Minor Subdivision Plat shows the location of three (3) Signage Easements, an Access and Parking Easement along the western border of Parcel H, and an Access Easement near the northern border of Parcel G and Parcel H. The terms, conditions, and rights and responsibilities regarding such easements shall be set forth in one or more separate easement agreements to be executed prior to or in connection with MTT's future sale or conveyance of Parcel G and/or Parcel H.

3. Miscellaneous.

a. This Statement and Declaration shall be governed by and construed in accordance with the laws of the State of Iowa. 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.

b. All recorded easements affecting Parcel G and Parcel H 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.

c. MTT acknowledges for itself and,for all successor owners of Parcel G and Parcel H that no further subdivision of Parcel G or Parcel H 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the MTT has caused this Statement and Declaration to be executed by its duly authorized representative, to be effective as of the date first above written.

MT Tanks, LLC
Martin Rouse
Martin Rouse, Manager

STATE OF Iowa)
COUNTY OF Black Hawk) ss

This record was acknowledged before me on this 5 day of ~~February~~, 2023, by Martin Rouse, as Manager of MT Tanks, LLC.
April



Rachael Brenden
Notary Public in and for the State of Iowa

EXHIBIT A

Parcel G Legal Description

PARCEL G IN LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS I IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AS FURTHER DESCRIBED IN THAT PLAT OF SURVEY RECORDED _____, 2023 AS DOCUMENT NUMBER _____.

Exhibit B

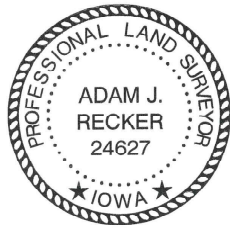
Parcel H Legal Description

PARCEL H IN LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS I IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AS FURTHER DESCRIBED IN THAT PLAT OF SURVEY RECORDED _____, 2023 AS DOCUMENT NUMBER _____.

Prepared by: Fehr Graham, 128S. Vine Street, West Union, IA 52175 - Ph. 563.927.2060

Project No. 23-077

Page SD-1

	<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.</p>
	<p><i>Adam J. Recker</i> Adam J. Recker, PLS</p>
	<p><i>3-31-2023</i> Date</p>
	<p>License Number 24627 My license renewal date is December 31, 2023. Pages covered by this seal: SD-1 through SD-2</p>

SURVEYOR'S CERTIFICATE

GATEWAY BUSINESS PARK LOT 2 MINOR SUBDIVISION PLAT
A REPLAT OF LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1,
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

SAID PROPERTY IS LEGALLY DESCRIBED AS:

NOTE: THIS IS A MINOR SUBDIVISION PLAT OF LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1 IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AS SHOWN ON THE FINAL PLAT RECORDED IN FILE 2019-00002267. CURRENT OWNERSHIP OF SAID LOT 2 IS SHOWN IN A WARRANTY DEED RECORDED SEPTEMBER 17, 2019, AS FILE NUMBER 2020-00005033. BOTH DOCUMENTS ARE ON FILE IN THE BLACK HAWK COUNTY RECORDER'S OFFICE, WATERLOO, IOWA. FOR THIS MINOR SUBDIVISION PLAT, THE BLACK HAWK COUNTY AUDITOR HAS DESIGNATED THESE PARCELS AS "PARCEL G" AND "PARCEL H".

SURVEY DESCRIPTIONS:

PARCEL G

PARCEL G IN LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1 IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89°59'58" EAST, 211.62 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2;

THENCE SOUTH 00°30'49" WEST, 256.96 FEET TO THE SOUTH LINE OF SAID LOT 2;

THENCE NORTH 89°23'26" WEST, 196.21 FEET ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF;

THENCE NORTH 04°43'44" WEST, 215.22 FEET;

THENCE NORTH 00°02'15" EAST, 40.38 FEET, BOTH ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

CONTAINING 1.206 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL H

PARCEL H IN LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1 IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89°59'58" EAST, 211.62 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°59'58" EAST, 273.66 FEET;

THENCE NORTH 54°53'41" EAST, 121.26 FEET, BOTH ALONG SAID NORTHERLY LINE OF LOT 2 TO THE NORTHEASTERLY CORNER THEREOF AND WESTERLY RIGHT-OF-WAY LINE OF CYBER LANE;

THENCE SOUTHEASTERLY 144.92 FEET ALONG A 383.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE NORTHEASTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 64°24'45" EAST, 144.06 FEET) TO A POINT OF CONCAVE CURVE;

THENCE SOUTHEASTERLY 19.52 FEET ALONG A 15.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 37°07'56" EAST, 18.17 FEET);

THENCE SOUTH 00°27'25" WEST, 134.92 FEET;

THENCE SOUTHWESTERLY 188.83 FEET ALONG A 120.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, (SAID CURVE HAVING A LONG CHORD OF SOUTH 45°27'26" WEST, 169.94 FEET) ALL ALONG THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID CYBER LANE TO THE SOUTHERLY LINE OF SAID LOT 2 AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST RIDGEWAY AVENUE;

THENCE NORTH 89°23'26" WEST, 389.29 FEET ALONG SAID SOUTH LINE AND SAID NORTHERLY RIGHT-OF-WAY LINE;

THENCE NORTH 00°30'49" WEST, 256.96 FEET TO THE POINT OF BEGINNING;

CONTAINING 3.159 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BASIS OF BEARING IS NAD 83, IOWA REGIONAL COORDINATE SYSTEM ZONE 5 (WATERLOO), U.S. SURVEY FOOT, GEOID 2018.

FOR A MORE DEFINITE LOCATION AND DESCRIPTION, REFERENCE IS MADE TO A PLAT HERETO ATTACHED AND MADE A PART HEREOF.

SAID MINOR SUBDIVISION PLAT OF LOT 2 OF GATEWAY BUSINESS PARK AT CEDAR FALLS 1 IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY IOWA, DIVIDED INTO TWO (2) PARCELS LETTERED, PARCEL G AND PARCEL H. THE LETTERS OF THE PARCELS ARE DESIGNATED ON THE PLAT BY FIGURES NEAR THE CENTER OF THE PARCELS. THE DIMENSIONS OF THE PARCELS, WIDTH OF ROADS, EASEMENTS AND DISTANCES FROM THE GOVERNMENT LINES AND CORNERS ARE AS SHOWN IN FEET AND DECIMALS THEREOF ON SAID PLAT.

MONUMENTS SET ARE AS NOTED ON SAID PLAT.



PUBLIC WORKS DEPARTMENT

City of Cedar Falls
 501 E. 4th Street
 Cedar Falls, Iowa 50613
 319-273-8633

MEMORANDUM

Water Reclamation Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Tyler Griffin, Water Reclamation Manager
DATE: April 6, 2023
SUBJECT: Cedar Heights Cutter Pump Replacement

Over the winter, a critical piece of equipment at the Cedar Heights Lift Station failed. This equipment cuts rags and debris, protecting pumps at the lift station from clogs. This cutter runs 24 hours per day, 7 days per week. For the past few months Water Reclamation staff have been cleaning the backup, manual bar screen 7 days per week.

This equipment was new in 2010 with various parts and pieces replaced throughout the years. Due to the age and overall wear of the current piece of equipment, along with the inability to obtain replacement parts, a rebuild is not likely to be a viable long-term solution.

Below are two quotes for replacement equipment. The Grind Hog is a direct replacement for the current equipment. The XRipper is a newer technology. We were unable to locate a third bidder to provide equipment to fit this application.

Grind Hog	\$52,000.00
XRipper	\$41,533.33

I am requesting the approval to purchase the XRipper for a cost of \$41,533.33 with Sewer Rental Funds from the FY23 budget. Additional installation costs will be around \$5,000.

Please let me know if you have any questions.

CC: Chase Schrage, Public Works Director

IOWA PUMP WORKS

Fluid Handling Professionals

Quote

#QTE003168
01/24/2023

Iowa Pump Works, Inc.
825 SW Ordnance Rd
Ankeny, IA 50023

Bill To
Cedar Falls IA, City of
2200 Technology Pkwy
Cedar Falls IA 50613
United States
Phone:

Ship To
Cedar Falls IA, City of
501 E 4th St
Cedar Falls IA 50613
United States

Details

LEAD-TIME: 14 WEEKS

Prepared By

Michael Hoffmann

Phone

855-228-6383

Email

info@iowapumpworks.com

Sales Rep

Michael Hoffmann

Expires

02/03/2023

Terms

Item	Comment	QTY	Rate	Amount
23427 QUOTE ITEM	XRipper XRG100-640QD HCS Submersible Motor: 460v/3ph	1	\$32,717.14	\$32,717.14
23982 XRG PANEL 3 HP 4.8 FLA 460 V 3Ø WITHOUT NEUTRAL 5000 AMP, 508A, POLYCARB SCREEN 0.33 HP @ 1 FLA		1	\$4,244.19	\$4,244.19
21880 VOGELSANG XRC IN CHANNEL MOUNT	34x37"	1	\$4,572.00	\$4,572.00
22548 ON-SITE SERVICE LABOR - STD	INCLUDES TRIP AND CONFINE SPACE	1	\$5,065.00	\$5,065.00
23288 SHIPPING & HANDLING	ESTIMATED	1	\$695.00	\$695.00
			Subtotal	\$47,293.33
			Total	\$50,555.21

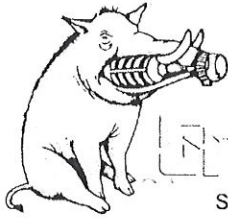
Pricing is valid for 10 days and does not include freight charges or applicable taxes.

Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.

Thank you for your business.
Toll Free: 855-228-6383 | Email: info@iowapumpworks.com | Website: <http://www.iowapumpworks.com>



QTE003168



SINCE 1975

G.E.T. INDUSTRIES INC.

33 Cedar Drive, Caledon, Ontario L7K 1H5
 Tel: (905) 451-9900 Fax: (519) 927-9315
 Email: get@grindhog.com Web: www.grindhog.com

SOLD TO:

City of Cedar Falls
 Water Reclamation Facility
 501 East 4th St.
 Cedar Falls, IA 50613

QUOTATION

DATE
9-Jan-23
QUOTATION #
010923
OUR ORDER NUMBER
Pending
TAG
CEDAR FALLS

SHIP TO:

To Be Advised

ATTENTION:

Chris Robinson

TELEPHONE NO.

319-404-4867

E-MAIL

Chris.Robinson@cedarfalls.com

YOUR ORDER NO.		DATE OF ORDER		TERMS		HST	
Pending		Pending		N30		NA	
DATE SHIPPED		SHIPPED FROM		SHIPPED VIA		PREPAID & ADD	
6 Months		Brampton, ON		Transport		XX	
QTY	SHIPPED	B/O	DESCRIPTION			UNIT PRICE	EXTENDED PRICE
1			Replacement for Chicago 15C Grind Hog™ 16ASX > Capacity 3.5 MGD > Motor, ABB / Baldor Sub XP C-I-A, 1 1/2 Hp., 230/3/60 c/w 25 ft of power and control cable > GH1850 Reverse Clearing Controller				\$52,500.00
QUOTE VALID FOR 30 DAYS FROM ABOVE DATE PRICES DO NOT INCLUDE APPLICABLE TAXES						TOTAL US\$	\$52,500.00 + FREIGHT



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, O/M Division Manager
DATE: Monday, April 10, 2023
SUBJECT: Pavement Marking Contract

A handwritten signature in blue ink, appearing to read "Brian Heath".

Sealed bids were opened at 2:00 p.m. on April 6th, 2023 for contract pavement marking services. This project encompasses painting of pavement markings including roundabouts, sharrows, bike lanes, crosswalks, parking lots, etc.

Of the four contractor requests that were sent out, two (2) bids were received. Following is a summation of those bids;

Quality Striping Inc. \$56,078.00
 Lazer Line Striping \$72,850.00

The bid documents from Quality Striping were in order and the lowest bid received. Therefore, the Public Works Department is recommending that City Council accept the low bid in the amount of \$56,078.00 and enter into a contract with Quality Striping Inc. to perform pavement marking services for the City of Cedar Falls.

Please feel free to contact me if you have questions or comments.

Att.

Cc: Chase Schrage, Public Works Director
 Matt Lukehart, Traffic Operations Supervisor

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

This Agreement is by and between Quality Striping 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 seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on September 16th 2022 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

Contractor:
Name: Kenny Tadych
Title: Project Manager
Address: ~~1730 Harmon Rd~~
1704 E Euclid Ave.
DSM, IA 50313
Telephone: (319) 529-8833
Email: ktadych@qualitystriping.com

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR
(Name of Contractor) QSI

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

EXHIBIT A



City of Cedar Falls, Iowa

Public Works Department

**General Instructions and Specifications
For
2023 Pavement Marking Painting**

INSTRUCTIONS TO BIDDERS

Intent

The intent of this proposal is to seek the services of a qualified contractor to repaint the listed pavement markings at the locations specified. Markings may include crosswalks, stop bars, handicap decals, yellow lane lines, yellow median markings, yellow or blue curbs, parking lots, handicapped symbols, on-street parking stalls, turn arrows, round-about markings, bike lanes, sharrows, and Railroad Crossings throughout the City of Cedar Falls

Opening of Sealed Bids

All sealed bids will be opened: **April 6th, 2023 at 2:00 p.m. in the Public Works Conference Room, 2200 Technology Parkway, Cedar Falls IA 50613.**

Completion of Work - Damages to Owner

All work shall be completed by September 15th 2023, **those items noted with an asterisk (*) on the bid tab must be completed between July 10th and August 11th 2023.** Failure to complete the noted items will result in a \$50.00 per day penalty. Failure to meet the September 15th 2023 completion date will incur the \$50.00 per day penalty at the discretion of the owner based upon the weather conditions encountered and overall performance of the contractor. **The second-round painting of the listed roundabouts will have an extended completion date of November 17th 2023.**

CONTRACTORS RESPONSIBILITY

- A. The contractor shall provide all necessary materials and manpower to complete project.
- B. The contractor shall communicate to the satisfaction of the owner a schedule of planed work and work completed to include a weekly written report if requested.
- C. The contractor shall be responsible for all clean-up and proper disposals of excess materials and construction debris.
- D. The Contractor shall supply all required traffic control and traffic control devices.
- E. The contractor shall properly remove erroneous paint markings and excessive amounts of glass beads.
- F. A qualified supervisor shall be maintained on the work sites and provide efficient oversight to the work through its completion. The supervisor shall have full authority to act in behalf of the Contractor, and all directions given to the supervisor shall be considered given to the Contractor.
- G. Newly painted markings shall be protected from traffic until paint is cured. The method of protection shall not constitute a hazard to the traveling public. Damage occurred to vehicles will be the responsibility of the contractor.

SPECIFICATIONS

- A. All stripes shall be a minimum of 5" wide; all stop bars shall be a minimum of 20 inches wide.
- B. All paint shall be 15-18 mills thick at all locations.
- C. Properly clean all street surfaces prior to paint application. All existing markings shall be completely covered by the new marking or removed so that only the new marking is visible from a vehicle traveling at the posted speed limit or to the satisfaction of the owner.
- D. All markings shall have an even uniform coating of glass beads applied. This requires the use of an automated bead dispenser, or a fabricated shaker can with a perforated lid. Excessive amounts of beads or inadequate coverage are grounds for rejecting the marking. The exceptions for applying beads are parking stalls, yellow or blue curb markings and handicapped symbols, which shall not have beads applied.
- E. All pavement markings/symbols shall be painted according to IDOT Specification Section 2527.02D2b for Waterborne Paint per the City of Cedar Falls 2013 SUDAS Supplemental Specifications.

ITEM LISTING

Item No. 1 - Parking stalls and curb(s):

Paint all parking stalls, all yellow hash lines and yellow curbs.

- a) Main St. (1st St to 6th St). **Include the center line yellow skips**
- b) 2nd St. (Franklin St. to State St.)
- c) 3rd St. (Franklin St. to State St.)
- d) 4th St. (Franklin St. to east end of paving)

Item No. 1. Continued

- e) 6th St. (Washington St. to Clay St.)
- f) Clay St. (1st St to 4th St)
- g) Washington St. (1st to 6th St)
- h) College St. (20th to Seerley)
- i) College St. west side in the 2300 block
- j) College St. west side in the 2500 block, motorcycle stalls
- k) West 23rd St. both sides (College St to Merner Ave)
- l) State St. (between 7th and 2nd St)

Item No.2. - Railroad Crossing Symbols:

A Railroad Crossing Symbol shall include all elements of figure 8B-7A or B of the 2009 MUTCD and make up a unit of each. Multi-lane approaches shall have a symbol in each lane. Stop Bars not associated with the Railroad Crossing Symbol will be an additional element of the item.

- a) East Lone Tree Rd, 2 symbols and 2 stop bars
- b) East Lake St, 1 symbol and 2 stop bars
- c) Leversee Road, 2 symbols and 2 stop bars
- d) Dunkerton Road, 2 symbols and 2 stop bars
- e) Independence Ave, 2 symbols and 2 stop bars
- f) Hwy 57 & Center St, 2 symbols and 2 stop bars
- g) Rail Way Center St, north side, 2 symbols, 2 stop bars
- h) Rail Way Center St, south side, 2 symbols, 2 stop bars
- i) North Main St/Big Woods Rd, 2 Stop bars
- j) Frontage Rd to the Ice house, 2 stop bars
- k) 2nd St, 2 stop bars
- l) 3rd St, 2 stop bars
- m) 4th St, 2 stop bars
- n) Tremont St, 4 stop bars
- o) Franklin St, 2 stop bars
- p) Clay St, 2 stop bars
- q) Washington St, 2 Stop bars
- r) Main St, 2 stop bars

Item No. 3.A- School Crosswalk Sets and Stop Bars:

A cross walk set shall mean the two parallel lines that run from curb to curb or edge of roadway to edge of roadway. The perpendicular connecting line between the Stop Bar and the crosswalk shall be eliminated. A stop bar shall include all lanes per direction. A stop bar that covers one lane shall be counted the same as a stop bar that covers three lanes. Note:* All items in this list are subject to the damages to owner clause.

1. 3900 Rownd St. --- 1 set, 2 stop bar (at signal in front of school)
2. 2400 Rainbow Dr. --- 1 set, 2 stop bars (at signal in front of school)
3. 2300 Hawthorne Dr. --- 4 set, 4 stop bars
4. 500 E Seerley Blvd. --- 1 set, 2 stop bars (front of School)
5. Valley Park Dr. & E Seerley Blvd,---4 sets & 4 stop bars
6. Valley Park Dr. & Melrose Dr---2 sets, 2 stop bars
7. Valley Park Dr. & Madison St---1 set, 1 stop bar
8. Valley Park Dr. & Market St--- 2 sets, 2 stop bars
9. Valley Park Dr. & Waterloo Rd--- 2 sets,1 stop bar
10. Center St. & Green Ave. --- 1 set (international) 2 stop bars, 2 shark's teeth (at signal)
11. Orchard Dr. & Boulder Dr. --- 3 sets, 3 stop bars (at signal)
12. Green & Fern Ave. --- 1 set, 1 stop bar
13. Fern & Lantz Ave. --- 1 set, 1 stop bar
14. W 4th St & Angie & Holmes Dr. --- 3 sets, 3 stop bars
15. W 4th & Highland --- 1 set (international style)
16. 500 Holmes Dr. --- 1 set, 2 stop bar
17. Hudson Rd. and Laurel Ct. ---1 set, stop bar
18. Hudson Rd. and 7th St. ---1 set, stop bar
19. Hudson Rd. and 3rd St. --- 1 set, 1 stop bar
20. W 8th St. & Barrington Dr. --- 1 set, 2 stop bar
21. W 8th St. & Warwick Dr. --- 1 set, 2 stop bar
22. W 8th St. Mid-Block---1 set, 2 stop bars
23. W 3rd & Franklin St.---2 sets, 2 stop bars
24. W 7th St. & Washington St. --- 4 sets (international, 3 stop Bars
25. W 8th St. & Washington St. --- 4 sets, 4 stop bars
26. W 7th St. & Clay St. --- 4 sets, 4 stop bars
27. W 8th St. & Clay St. --- 4 sets, 4 stop bars
28. W 9th & Clay St. – 4 sets, 2 stop bars
29. W 6th St. & Franklin St. --- 4 sets, 4 stop bars
30. W 7th St. & Franklin St. --- 3 sets, 3 stop bars
31. W 8th St. & Franklin St. --- 3 sets, 3 stop bars
32. W 6th St. & Tremont St. – 4 sets, 2 stop bars

Item No. 3A continued

- 33. W 8th St. & Tremont St. --- 4 sets, 4 stop bars
- 34. W 7th St. & Tremont St. --- 4 sets, 4 stop bars
- 35. W 7th St. & Walnut St. – 4 sets, 2 stop bars
- 36. W 8th St & Walnut St. – 4 sets, 2 stop bars
- 37. W 9th St. & Walnut St. – 4 sets, 2 stop bars
- 38. W 7th St. & College St. – 2 sets, 2 stop bars
- 39. W 8th St. & college St. – 4 sets, 2 stop bars
- 40. W 9th St. & College St. – 4 sets, 2 stop bars
- 41. 800 Main St. --- 1 set, 2 stop bars (at signal)
- 42. W. 12 & Franklin St. – 1 set, 2 stop bar
- 43. W. 12 & Clay St.—4 sets, 2 stop bars
- 44. W. 12 & Division – 1 set, 1 stop bar
- 45. W. 11th & Division – 3 sets, 3 stop bars
- 46. W. 10th & Division – 3 sets, 3 stop bars
- 47. W. 9th & Division – 2 stop bars
- 48. W. 8th & Division – 1 set, 4 stop bars
- 49. Arbors Drive --- 2 sets, (on speed bumps in front of Aldrich School)
- 50. Rownd St. and Valley High--- 4 sets (international)
- 51. Rownd St. and Primrose Dr.--- 4 sets (international)
- 52. Rownd St. and Orchard Dr.--- 4 sets (international)
- 53. Rownd St. and Hawthorne Dr. ---.4 sets (international), 4 stop bars

Item No. 3.B- College Hill Crosswalk Sets & Stop Bars:

A cross walk set shall mean the two parallel lines that run from curb to curb or edge of roadway to edge of roadway. The perpendicular connecting line between the Stop Bar and the crosswalk shall be eliminated. A stop bar shall include all lanes per direction. A stop bar that covers one lane shall be counted the same as a stop bar that covers multiple lanes.

1. W 22nd & College St. --- 4 sets(Outside colored concrete) 2 stop bars
2. W 26th & College St. --- 3 sets
3. W 25th & College St. --- 3 sets
4. W Seerley Blvd & College St. --- 3 sets, 1 stop bar
5. W 22nd and College St. --- 2 sets (outside colored concrete)
6. W 23rd & Campus St. --- 3 sets
7. W 23rd St. & Merner Ave. --- 2 sets
8. 1000 W 23rd St. --- 1 set, 2 stop bars (front of book store)
9. 1400 W 23rd St. --- 1 set, 2 stop bars (mid-block)
10. 1500 W 23rd St. --- 1 set, 2 stop bars (mid-block- Panther and Campbell Hall)
11. 1600 W 23rd St. --- 1 set (mid-block by the Health Center)
12. 1700 W 23rd St. --- 1 set
13. W 23rd & Indiana St. --- 1 set, 2 stop bars

Item No. 3.C- Pedestrian Crosswalk Sets & Stop Bars:

A cross walk set shall mean the two parallel lines that run from curb to curb or edge of roadway to edge of roadway. The perpendicular connecting line between the Stop Bar and the crosswalk shall be eliminated. A stop bar shall include all lanes per direction. A stop bar that covers one lane shall be counted the same as a stop bar that covers multiple lanes.

1. 2nd & State St.--- 3 sets, 3 stop bar
2. 3rd & State St.--- 3 sets, 1 stop bar
3. 4th & State St. ---4 sets, 2 stop bars
4. 6th St & State St.--- 1 set, 1 stop bar
5. Estate & Greenhill Rd. --- 2 sets, 2 stop bars
6. Orchard Hill & Greenhill Rd. --- 1 set, 1 stop bar
7. Briarwood Hills / Oster Pkwy & Greenhill Rd. --- 2 sets, 2 stop bars
8. Sager Ave and Greenhill Rd. --- 1 set, 1 stop bar

Item No. 3.C. continued

9. West 1st St. & Highland Dr.—2 sets, 3 stop bars
10. Orchard Dr. & South Main St. – 1 set, 1 stop bar
11. 4th St E. 200 Blk. (Viking Pump)
12. West 1st St. & N. Union Rd. – 1 set, 4 stop bars
13. South Main St. and Jennings Dr. – 2 sets (international)
14. Waterloo Rd. & Royal Dr. – 1 set (international), 2 stop bars Royal Dr. & Melrose Dr. – 1 stop bar, 1 solid lane line, 2 left turn arrows, 2 Strt/Rt arrows
15. University Ave Midblock crosswalk, between IA 58 and Boulder Dr. -2 sets (international), 2 sets of Sharks teeth
16. University Ave Midblock crosswalk, between Cedar Heights Dr. and Midway Ave.- -- 2 sets (international), 2 sets of Sharks teeth.
17. Eric Rd. & Arbors --- 3 sets (hashed) 1 stop bar
18. Eric Rd. & Red Oak – 2 sets (hashed)
19. Eric Rd. & Applewood --- 2 sets (international)
20. Eric Rd. & Ironwood --- 4 sets (international)
21. Eric Rd. & Meadowlark --- 2 sets (international)
22. Waterloo Rd. & Utility Pkwy. 1 set (international) 1 stop bar
23. Viking Rd. & Wal-Mart Dr. 1 set (international) 2 sets of Sharks teeth

Item No. 3.D- Signalized Intersection Crosswalk Sets, Stop Bars and Arrows:

A cross walk set shall mean the two parallel lines that run from curb to curb or edge of roadway to edge of roadway. The perpendicular connecting line between the Stop Bar and the crosswalk shall be eliminated. A stop bar shall include all lanes per direction. A stop bar that covers one lane shall be counted the same as a stop bar that covers multiple lanes. Each turn lane shall have two arrows per lane all ONLY markings are being omitted. The following abbreviations shall apply to the arrow markings; LT = left Turn arrow, RT = right turn arrow, STRT = straight arrow

1. 1st St. & Main St. --- 3 sets (international), 1 set, 4 stop bars, 4 LT
2. 1st St. & Franklin St. --- 4 sets, 4 stop bars, 4 LT, 4 STRT/LT, 4 STRT/RT
3. 1st St. & Hudson Rd.--- 3 sets, 3 stop bars, 6 LT, 2 RT,

Item No. 3D continued

4. 1st St. & Magnolia Dr. --- 4 sets, 4 stop bars, 5 LT, 2 STRT/LT, 2 RT
5. 12th St. & Main St. --- 4 sets, 4 stop bars, 2 LT, 2 STRT/RT
6. 18th St. & Main St. --- 4 sets, 4 stop bars, 4 LT, 2 RT
7. 18th and Waterloo Rd. --- 5 sets, 4 LT
8. Highway 58 & Ridgeway Ave. --- 1 set, 2 stop bars, 4 LT (only on Ridgeway Ave)
9. Highway 58 & Greenhill Rd. --- 1 set, 2 stop bars, 4 LT (only on Greenhill Rd)
10. Highway 58 & 18th St. --- 4 sets, 6 Stop bars, 4 LT
11. Highway 58 & Waterloo Rd. --- 4 sets, 6 Stop bars, 4 LT
12. University Ave. & Main St. --- 4 sets, 4 stop bars, 8 LT, 2 RT
13. Hudson Rd. & Technology Pkwy. ---4 Sets, 4 Stop bars, 8 LT, 2 RT, 2 STRT
14. Hudson Rd. & Erik Rd. – 4 Sets, 4 Stop Bars, 8 LT, 4 STRT/RT
15. Hudson Rd. & Viking Rd. --- 4 sets, 4 stop bars, 9 LT, 5 RT
16. Hudson Rd. & Greenhill Rd. --- 3 sets, 4 stop bars, 4 LT, 2 RT
17. Hudson Rd. & University Ave. --- 2 sets, 4 stop bars, 8 LT
18. Hudson Rd. & 31st St. --- 1 set, 2 stop bars, 2 RT, 2 STLT, 4 LT
19. Hudson Rd. & 27th St. --- 4 sets, 4 stop bars, 4 LT, 2 RT, 2 STRT/LT, 2 STRT/RT
20. Hudson Rd. & 23rd St. --- 1 stop bar, 2 LT, 2 RT
21. Hudson Rd. & 18th St. --- 3 sets, 4 stop bars, 4 LT
22. Hudson Rd. & 12th St. --- 2 sets, 4 stop bars, 4 LT, 2 RT
23. Hudson Rd. & 8th St. – 4 sets, 4 stop bars, 4 LT
24. Hudson Rd. & 4th St. --- 4 sets, 4 stop bars, 4 LT
25. Hudson Rd. & 1st St. --- 1 set, 3 stop bars, 2 LT, 2 RT
26. 23rd & College St. ---3 sets, 3 stop bars, 2 LT
27. University Ave. & Campus St. --- 2 set, 4 stop bars, 4 LT, 2 RT, 2 STLT
28. University Ave. & College St. --- 4 sets, 4 stop bars, 4 LT, 2 RT, 1 STLT
29. University Ave. & Rownd St.---4 sets, stop bars, 4 LT, 2 RT
30. Greenhill Rd. & Rownd St. – 4 sets, 4 stop bars, 6 LT,
31. Nordic and Ridgeway --- 2 sets, 4 stop bars 6 LT, 1 STRT, 1 STLT
32. Viking and Nordic--- 2 sets, 4 stop bars, 4LT, 2 STRT/RT. **White hashed median on West side. 1 white hashed median on east side. 1 yellow hashed median on east side continued to Hwy 58 intersection.**
33. Viking and Hwy 58--- (Viking Rd only) 8 sets, 4 stop bars, 4RT, 8LT, 4 STRT, **All white hashes for turn lane guidance, yellow hashed median on east side of intersection to Andrea Dr.**
34. Viking Rd and Andrea Dr. --- 4 sets, 4 stop bars, 4 RT, 12 LT, 5 STRT, 4 STRT/LT. **White hashed median on east side, all white hashes for turn lane guidance.**

Item No. 4. - Roundabouts:

All items are to be painted twice. They shall be painted as soon as possible after the notice to proceed is given and again between October 4th 2021 & November 12th 2021 Payment for the second painting shall be invoiced separately. **It is recommended roundabouts not be painted during peak traffic periods. These time frames are 7:30-9:00 AM, 11:00AM-1:00PM, and 3:00 PM-6:30PM.**

- a. Cedar Heights and Viking Road (complete intersection, all lane markings, yellow and white lines, painted out to long lines and pedestrian crossings)
- b. Ridgeway Ave. and Chancellor Dr. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and pedestrian crossings)
- c. Brandilynn Blvd. and Prairie Pkwy. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and pedestrian crossings)
- d. Prairie Pkwy. & Prairie View Rd. (complete intersection, all lanes markings, yellow and white lines, painted out to long lines and pedestrian crossings)
- e. University Ave. and Greenhill Road. (complete intersection, all lane markings, yellow and white lines painted out to long lines and international line pedestrian crossings.)
- f. University Ave. and Hwy 58 Dog bone Interchange (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line pedestrian crossings)
- g. University Ave. & Boulder Dr. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line pedestrian crossings)
- h. University Ave. & Holiday Rd. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line pedestrian crossings)

Item No.4 continued

- i. University Ave. & Waterloo Rd. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line pedestrian crossings)
- j. University Ave. & Cedar Heights Dr. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line pedestrian crossings)
- k. Ridgeway Ave. & Goldfinch Dr. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line pedestrian crossings)
- l. Cedar Heights & Greenhill Rd. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line pedestrian crossings)

Item No. 5. – Bike Lane White Lines, Arrows and Sharrows

- a. Clay St. - 1st to 18th St.
All sharrows, arrows and white lines from 1st St to 18th St.
- b. Rownd St. - Rainbow Dr. to Greenhill Dr.
South Bound; all sharrows and white lines
North Bound; all sharrows
- c. Seerly Blvd. – College St. to Grove St.
East Bound; all sharrows
West Bound; all sharrows
- d. Valley Park - Waterloo Rd. to University Ave.
South Bound; all sharrows with white lines
North Bound; all sharrows
- e. 18th St – Campus St. to Franklin St.
East Bound; all sharrows and bike lane
West Bound; all sharrows
- f. College St. – 12th St. to 20th St.
South Bound; all sharrows and white lines
North Bound; all sharrows and white lines

Item No. 5 continued

- g. Center St. – Cedar River bridge to Clair St.
North Bound; all sharrows and white lines, include both sides of bike path
South Bound; all sharrows and white lines, include both sides of bike path
- h. Boulder Dr. - Idaho Dr. to Orchard Dr.
North Bound; all sharrows
South Bound; all sharrows
- i. State St. – 2nd St. to Waterloo Rd.
North Bound; all sharrows
South Bound; all sharrows
- j. 12th St. – Clark St. to Tremont St.
East Bound; all sharrows
West Bound; all sharrows and white lines

Item No.6 Parking Lots:

- a. Lot D --- State St & E. 2nd St. (white lines **only**, yellow lines are private)
- b. Lot C --- State St & E. 3rd St.
- c. Lot O --- Olive St & W 23rd St. (all white and yellow lines)

EXHIBIT B

FORM OF PROPOSAL PAVEMENT MARKINGS CITY OF CEDAR FALLS, IOWA

The undersigned hereby certifies that Quality Striping Inc. have personally and carefully examined the specifications, and general conditions, annexed hereto.

Having made such examination, the undersigned hereby proposes to perform the improvements for the Pavement Symbol and Crosswalk Painting in accordance with the plans and specifications on file in the Public Works Office, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, at the following prices, to-wit:

Item No.	Description	Item Quantity and Units	Unit Prices		Unit Price Extensions	
			Dollars	Cents	Dollars	Cents
1	Parking Stalls and Curb(s), Items 1.a through 1.l	Lump sum			2,207	00
2	Rail Road Crossing Symbols and Stop Bars Items 2.a through 2.r	Lump sum			2,444	00
3.A *	School Pedestrian Crosswalks and Stop Bars Items 3.A.1 through 3A.53	Lump sum			8,092	00
3.B	College Hill Crosswalks & Stop Bars Items 3.B.1 through 3.B.13	Lump sum			2,732	00
3.C	Pedestrian Crosswalks & Stop Bars Items 3.C.1 through 3.C.23	Lump sum			2,928	00
3.D	Signalized Intersection Crosswalks, Stop Bars and Arrows	Lump sum			12,828	00

Item No.	Description	Item Quantity and Units	Unit Prices		Unit Price Extensions	
			Dollars	Cents	Dollars	Cents
	Items 3.D.1 through 3.D.34		/	/	/	/
4	Roundabouts Items 4.a Through 4.j	Lump sum	/	/	16,800	00
5	Bike Lane White Lines, Arrows and Sharrows Items 5.a through 5.j	Lump sum	/	/	7,702	00
6	Parking Lots Items A and c	Lump sum	/	/	345	00

		TOTAL BID	Dollars	Cents
			56,078	00

Kenny Tadych
 Kay A Tadych 4-6-2023
 Quality Striping



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: April 4, 2023
SUBJECT: Equipment Purchase

Quotes were received for a Street Paint Line Striping Unit to be utilized in the Traffic Operations Section of the Operations and Maintenance Division. This is a scheduled replacement of the existing truck mount paint sprayer. The primary function of this unit is for painting long center and outside lane lines on arterial and collector streets. This equipment is scheduled for purchase in FY24 at a projected amount of \$225,000.00 utilizing Street Construction Funds.

Following is a summation of the requested quotes for the line striping unit.

EZ Liner	\$219,530.61
M-B Companies	\$240,493.59
Quality Striping Incorporated	No Bid

The quote from EZ Liner for the Line Striping Unit was the lowest quote received. Traffic operations does have experience with EZ Liner and have found their equipment to be reliable and of high quality.

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total cost of \$219,530.61. This expenditure is fully funded and will be paid from Street Construction Funds.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director


DEPARTMENT OF PUBLIC WORKS

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: Luke Andreasen, PE

DATE: April 10, 2023

SUBJECT: Main Street Reconstruction
 City Project Number: RC-000-3283
 1123, 1125, & 1209 Main Street - Demolition

The Public Works Department recently received quotations for the demolition of residential structures located at addresses 1123/1125 Main Street and 1209 Main Street. This project is in conjunction with the Main Street Reconstruction project. A request for quote was sent to Lehman Trucking & Excavating, Benton's Sand & Gravel, and Peterson Contractors on March 22, 2023.

Following is a summation of the quotes received on April 6, 2023.

Lehman Trucking & Excavating	\$31,270
Benton's Sand & Gravel	\$48,000
Peterson Contractors	No submittal

The quotation received from Lehman Trucking & Excavating in the amount of \$31,270 was in order and the lowest bid received.

The schedule for this demolition project is for both buildings to be demolished and sites restored by July 28, 2023.

The public works department is recommending moving forward with approving a resolution accepting the low bid from Lehman Trucking & Excavating and the execution of the service agreement to perform such work.

Please feel free to contact me if you have questions or concerns.

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

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

This Agreement is by and between Lehman Trucking & Excavating ("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 Scope of Services attached.

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. City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 31, 2022 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0 . Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor: Lehman Trucking & Excavating
Name: _____	Name: <u>Jacob Lehman</u>
Title: _____	Title: <u>President</u>
Address: _____	Address: <u>1422 Ashland Ave</u>
	<u>Waterloo, IA 50703</u>
Telephone: _____	Telephone: <u>319-235-6163</u>
Email: _____	Email: <u>lehman@hotmial.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: Lehman Trucking & Excavating
(name of company or contractor)

By: Jacob Lehman 

Its: President

Date: 4/5/23

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A: Scope of Services

Demolition of Building Structures

The properties at 1206 Main Street and 1123/1125 Main Street have been acquired by the City of Cedar Falls to make room for upcoming intersection improvements at Main Street and 12th Street. The two structures on these properties are required to be demolished as part of the intersection improvements.

The City's contact person(s) for this project is Luke Andreasen at 319-268-5165. The contractor shall meet all insurance requirements outlined in Exhibit C.

Public sidewalk will not be removed with this project. No tree removal is anticipated on either of these properties.

The property has been tested for asbestos containing material. All properties containing asbestos will have asbestos abated prior to releasing the written Notice to Proceed.

Work shall include the removal of all dwelling structures on both properties as outlined in Exhibits A1 and A2 This includes coordinating with CFU and other utility companies to remove all utilities.

The contractor will be responsible to establish new grass over all disturbed areas on both sites. This shall be done by hydraulic seeding (Type 1 mixture) in conformance with SUDAS Standard Specifications Section 9010-1.08-B. This will include an on-site visit with a city representative 30-days after seeding to determine if the grass is established and/or if certain areas need to be reseeded. Areas will be reseeded by the contractor at the City's discretion and at the contractor's expense.

The contractor will be responsible providing temporary erosion control (filter socks or silt fence) around the perimeters of both demolition sites throughout the demolition and until new grass is established.

Any foundations removed shall be filled with backfill material and compacted.

All work shall begin no sooner than May 1, 2023 and be completed no later than July 28, 2023. All permitting for such work will be the responsibility of the contractor.

All work shall be completed within the City property or temporary easement area as shown. Work outside of these areas will be at the sole risk and liability of the contractor. The City will stake the construction limits prior to any work performed. It is the contractor's responsibility to call in a survey request at least 48 hours before he is planning to begin work.

The contractor shall provide a 48-hour notice to residents of 109 12th Street prior to demolition of 1123/1125 Main Street building. During the demolition of 1123/1125 Main Street building, residents of 109 12th Street will be allowed by the city to park in the

parking pad on the west side of the 1203 Main Street property. The contractor will not park his/her vehicles or equipment in said parking pad while demolition of 1123/1125 property is underway.

All debris shall be disposed of at the Black Hawk County Landfill at the contractors expense. The Generator, Contractor, Transporter, and/or any other party associated with the demolition and contents of said properties shall be listed on the Waste Shipment Record and delivery of said property contents to the landfill for disposal shall comply with all applicable Local, State, Federal, Department of Transportation (State and Federal), and Black Hawk County Landfill rules, regulations, and laws. Questions regarding the Black Hawk County Landfill rules, regulations, and laws may be directed to the Landfill Administrator, John Foster, at phone number 319-234-8115.

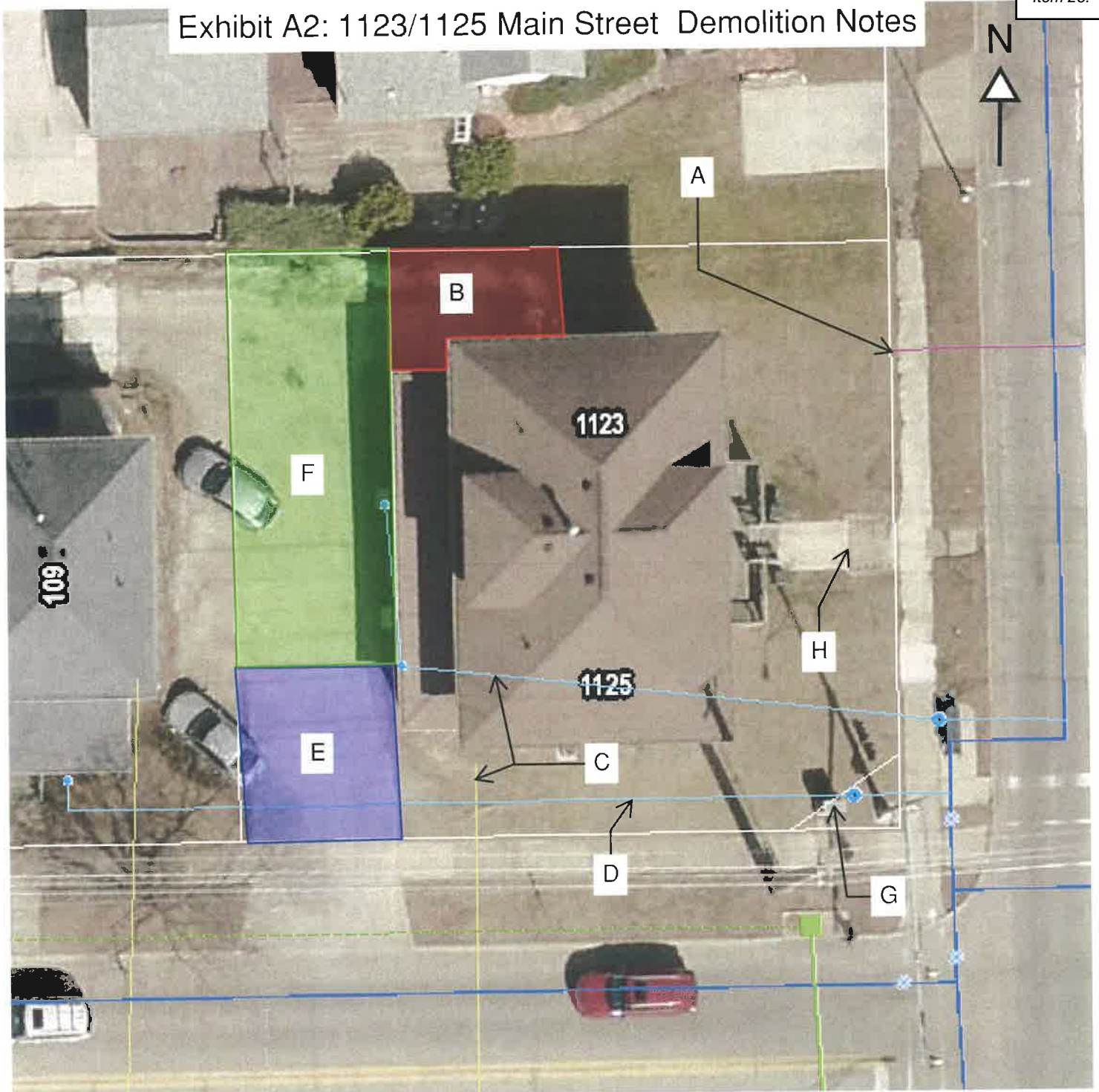


Exhibit A1: 1203 Main Street Demolition Notes

W 12th St

- A. Cut and cap sanitary sewer service 1-2 feet west of sidewalk.
- B. Remove private sidewalk. DO NOT disturb steps, retaining wall, or public sidewalk.
- C. Coordinate with CFU to remove water, gas, fiber, etc.
- D. Remove remove private sidewalk between parking pad and house. DO NOT disturb parking pad. Keep this parking pad open for residents of 109 12th St. throughout demolition.
- E. Remove parts of wooden fence that is on the north side of the property line.

Exhibit A2: 1123/1125 Main Street Demolition Notes



- A. This sanitary service line also serves 109 12th Street. Only cut and cap branches of this service line that connect to the 1123/1125 building. Take caution not to damage the shared part of the service line.
- B. Remove gravel in this area.
- C. Coordinate with CFU to remove water, gas, fiber, etc.
- D. Protect this water service line throughout demolition.
- E. Remove concrete driveway up to the public sidewalk.
- F. This area can be driven on during the demolition, but is to be left in place and NOT removed.
- G. Protect Traffic signal and cabinet throughout demolition.
- H. Remove private sidewalk, DO NOT disturb steps or public sidewalk.

Exhibit B: Payment Terms

Structure Demo	Price
1206 Main Street Property	\$10,423
1123/1125 Main Street Property	\$14,904
Temporary Perimeter Erosion Control (both sites)	\$1,850
Seeding (both Sites)	\$4,093
Total:	\$31,270

Exhibit C

**Main Street Reconstruction
Cedar Falls, Iowa
City Project Number RC-000-3283**

03-27-2019

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

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

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

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

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

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. 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

Main Street Reconstruction
 Cedar Falls, Iowa
 City Project No. RC-000-3283

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

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

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

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

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

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees 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.

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other
- Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

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/DD/YYYY)

4/ Item 26.

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 PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Paige Shanks PHONE (A/C, No, Ext): 319-234-8888 E-MAIL ADDRESS: pshanks@pdc.com	FAX (A/C, No): 319-234-7702
	INSURER(S) AFFORDING COVERAGE	
INSURED LEHMTRU-01 Lehman Trucking & Excavating, Inc. 1422 Ashland Avenue Waterloo IA 50703	INSURER A: West Bend Mutual Insurance Co. NAIC # 15350	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 776000372 **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 SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	0988676	5/7/2022	5/7/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		0988676	5/7/2022	5/7/2023	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 <input checked="" type="checkbox"/> RETENTION \$ 0		0988676	5/7/2022	5/7/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	0988677	5/7/2022	5/7/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 \$25,000 Equipment Borrowed, Leased, or Rented from Others with West Bend Mutual Insurance, Policy # 0988676.
 If required in a written contract, The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insureds on a primary & non-contributory basis for ongoing and completed operations under the General Liability policy. A waiver of subrogation applies in favor of 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 under the General Liability policy if required in a written contract. Governmental immunities endorsement is included under the General Liability policy. The carrier will endeavor to provide 30 day notice of cancellation for The City of Cedar Falls.

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

© 1988-2014 ACORD CORPORATION. All rights reserved. d.


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: Luke Andreasen, PE

DATE: April 5, 2023

SUBJECT: Main Street Reconstruction (6th St. to University)
 City Project Number: RC-000-3283
 Warranty Deed

The City of Cedar Falls is planning to reconstruct Main Street from 6th Street to University Avenue from a 4-lane roadway to a 3-lane roadway. Included in the project will be the intersections at Seerley Boulevard, 18th Street, 12th Street, and potentially 6th Street which will be replaced with single-lane roundabouts to improve the overall traffic safety and flow in all directions of travel. The project will also include improvements to the water main, sanitary sewer, storm sewer, sidewalks, and other miscellaneous roadway items. The project required partial acquisition for new city ROW from nine (9) properties. In addition, two (2) total take acquisitions were required to accommodate the new roundabout at the 12th/Main intersection. The City has closed on the following acquisition:

Parcel #	Owner	Address	Acquisition Type
40	Titan Property Investments	1934 Main Street	Partial

Attached is a strip map of the entire project where this property can be identified by parcel number.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the warranty deed for this property acquisition.

If you have any questions or need additional information, please feel free to contact me.

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



**Main Street Reconstruction
Cedar Falls, Iowa**





**WARRANTY DEED
(CORPORATE GRANTOR)
Recorder's Cover Sheet**

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors: Titan Property Investments, L.L.C.

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



**WARRANTY DEED
(CORPORATE GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, Titan Property Investments, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Legal Description and Acquisition Plat attached.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The company hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: March 29th 2023

Titan Property Investments, L.L.C.

By [Signature]

Its manager

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on March 29th, 2023

by Walter Peterson, as manager, of Titan

Property Investments, L.L.C., an Iowa limited liability company.

[Signature]
Signature of Notary Public



Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH $00^{\circ}42'49''$ EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH $89^{\circ}29'49''$ EAST, 31.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH $89^{\circ}29'49''$ EAST, 2.00 FEET, THENCE SOUTH $00^{\circ}42'49''$ EAST, 82.13 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 20TH STREET; THENCE SOUTH $89^{\circ}19'13''$ WEST, 11.52 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHERLY A DISTANCE OF 82.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF $01^{\circ}37'31''$, ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH $05^{\circ}54'09''$ EAST, 82.68 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

Index Legend	
Location:	NW SE, Section 13, Township 89N, Range 14W
Requestor:	City of Cedar Falls
Proprietor:	DJS Properties LLC (Deed)
	Titan Property Investments LLC (Contract)
Surveyor:	Wesley Shimp
Surveyor Company:	Foth Infrastructure & Environment, LLC
Return To:	411 6th Avenue SE, Suite 400 Cedar Rapids, IA 52401 (319) 365-9565

Item 27.

ACQUISITION PLAT

EXHIBIT 40-F

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF CEDAR FALLS
 MAIN STREET RECONSTRUCTION
 1934 MAIN STREET
 PARCEL 40

PROPERTY OWNER:

(DEED) DJS PROPERTIES, LLC
 1732 PINEHURST LANE
 WATERLOO, IA 50701
 FILE NO. 2021-00024020

(CONTRACT) TITAN PROPERTY INVESTMENTS, LLC
 110 MAIN STREET
 CEDAR FALLS, IA 50613
 FILE NO. 2021-00025333

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 13, THENCE SOUTH 00° 42' 49" EAST, 114.95 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89° 29' 49" EAST, 31.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 29' 49" EAST, 2.00 FEET; THENCE SOUTH 00° 42' 49" EAST, 82.13 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E 20TH STREET; THENCE SOUTH 89° 19' 13" WEST, 11.52 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHERLY A DISTANCE OF 82.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE EASTERLY WITH A CENTRAL ANGLE OF 01° 37' 31", ALONG A 2915.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 05° 54' 09" EAST, 82.68 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

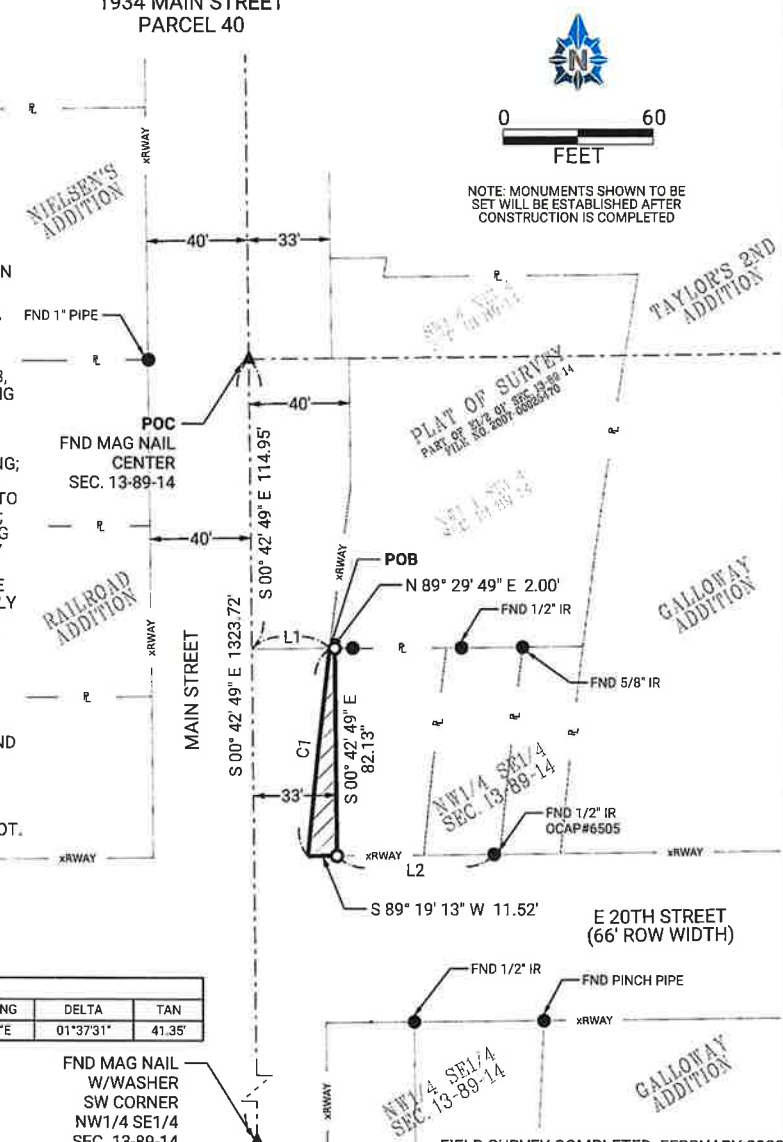
SAID TRACT CONTAINS 571 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.00'	N89°29'49"E
L2	62.40'	N89°19'13"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	82.68'	2915.00'	82.68'	N05°54'09"E	01°37'31"	41.35'

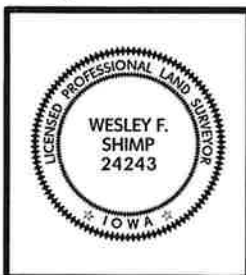
- LEGEND**
- ▲ FOUND SECTION CORNER MONUMENT
 - △ SET SECTION CORNER MONUMENT
 - FOUND P.K. NAIL (UNLESS NOTED)
 - SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
 - (M) MEASURED DIMENSION
 - (R) RECORDED DIMENSION
 - I.R. IRON ROD
 - I.P. IRON PIPE
 - SECTION LINE
 - xRWAY- RIGHT-OF-WAY LINE
 - - - EXISTING LOT LINE
 - r - PROPERTY LINE
 - ▨ PROPOSED RIGHT-OF-WAY ACQUISITION



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

SURVEY FOR:
 CITY OF CEDAR FALLS
 220 CLAY STREET
 CEDAR FALLS, IA 50613
 PHONE: (319) 273-8600

FOTH PROJECT NO. 21C017-02 DATE: 8/11/2022



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

Wesley Shimp 8/11/2022
 WESLEY F. SHIMP, P.L.S. DATE
 License Number: 24243
 My license renewal date is DECEMBER 31, 2022
 Pages or sheets covered by this seal:
 1 of 1




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: Luke Andreasen, PE

DATE: April 10, 2023

SUBJECT: North Cedar Heights Area Reconstruction Phase 1
 City Project Number: RC-092-3271
 Bid Opening

On Thursday, March 23, 2023 at 2:00 p.m., bids were received and opened for the North Cedar Heights Area Reconstruction Phase 1 project. A total of one (1) bid was received, with Petersen Contractors, Inc. the only bidder:

	<i>Base Bid</i>
Engineering Estimate	\$3,591,634.65
Petersen Contractors, Inc.	\$5,354,881.43

The Engineer's Estimate for this project was \$3,591,634.65. Peterson Contractors, Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$5,354,881.43. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends rejection of the lowest bid from Peterson Contractors, Inc. in the amount of \$5,354,881.43.

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

BID TAB

North Cedar Heights Area Reconstruction - Phase 1

Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension	Unit Price	Extension
1	2010-108A	CLEARING AND GRUBBING	UNIT	293.6	\$150.00	\$44,040.00	\$160.00	\$46,976.00
2	2010-108B	CLEARING AND GRUBBING	AC	0.47	\$60,000.00	\$28,200.00	\$70,000.00	\$32,900.00
3	2010-108B	GRUBBING (BY AREA)	AC	1	\$30,000.00	\$30,000.00	\$49,500.00	\$49,500.00
4	2010-108D	TOPSOIL, CONTRACTOR PROVIDED	CY	731	\$30.00	\$21,930.00	\$32.50	\$23,757.50
5	2010-108D	TOPSOIL, CONTRACTOR PROVIDED, SLOPE REPAIR	CY	1050	\$28.00	\$29,400.00	\$32.50	\$34,125.00
6	2010-108E	EXCAVATION, CLASS 10, WASTE	CY	3401	\$20.00	\$68,020.00	\$17.50	\$59,517.50
7	2010-108E	EXCAVATION, CLASS 10, SLOPE REPAIR	CY	4395	\$12.00	\$52,740.00	\$14.00	\$61,530.00
8	2010-108E	EXCAVATION, CLASS 10, BORROW, SLOPE REPAIR	CY	7978	\$20.00	\$159,560.00	\$23.00	\$183,494.00
9	2010-108E	EXCAVATION, CLASS 10, WASTE, SLOPE REPAIR	CY	1565	\$20.00	\$31,300.00	\$18.50	\$28,952.50
10	2010-108E	EXCAVATION, CLASS 13	CY	10	\$45.00	\$450.00	\$125.00	\$1,250.00
11	2010-108G	SUBGRADE PREPARATION, 12 IN.	SY	7357	\$2.50	\$18,392.50	\$2.15	\$15,817.55
12	2010-108I	SUBGRADE TREATMENT, GEOGRID	SY	100	\$8.00	\$800.00	\$8.00	\$800.00
13	2010-108J	SUBBASE, MODIFIED 6 IN.	SY	518.3	\$23.00	\$11,920.90	\$22.00	\$11,402.60
14	2010-108J	SUBBASE, MODIFIED 12 IN.	SY	7357	\$17.00	\$125,069.00	\$18.00	\$132,426.00
15	2010-108K	REMOVALS, SIGN STRUCTURE	EACH	1	\$200.00	\$200.00	\$750.00	\$750.00
17	3010-108D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TON	100	\$30.00	\$3,000.00	\$35.00	\$3,500.00
18	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	1916	\$90.00	\$172,440.00	\$165.00	\$316,140.00
19	4010-108C	SANITARY SEWER FORCE MAIN, DUCTILE IRON PIPE (DIP), POLY WRAPPED, 8 IN.	LF	755	\$120.00	\$90,600.00	\$140.00	\$105,700.00
20	4010-108E	SANITARY SEWER SERVICE	LF	450	\$130.00	\$58,500.00	\$165.00	\$74,250.00
21	4010-108	SANITARY SEWER PIPE INSULATION	LF	104	\$35.00	\$3,640.00	\$30.00	\$3,120.00
22	4010-108H	REMOVAL OF SANITARY SEWER	LF	2338	\$15.00	\$35,070.00	\$23.50	\$54,943.00
23	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	584	\$100.00	\$58,400.00	\$115.00	\$67,160.00
24	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	401	\$100.00	\$40,100.00	\$125.00	\$50,125.00
25	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	128	\$120.00	\$15,360.00	\$230.00	\$29,440.00
26	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	122	\$130.00	\$15,860.00	\$240.00	\$29,280.00
27	4020-108D	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	334	\$20.00	\$6,680.00	\$25.00	\$8,350.00
28	4030-108B	18" RCP APRON 4030.222	EACH	1	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
29	4030-108B	24" RCP APRON 4030.222	EACH	4	\$1,750.00	\$7,000.00	\$1,700.00	\$6,800.00
30	4030-108B	30" RCP APRON 4030.222	EACH	1	\$2,250.00	\$2,250.00	\$2,100.00	\$2,100.00
31	4030-108C	RCP APRON FOOTINGS 4030.221	EACH	6	\$2,000.00	\$12,000.00	\$1,500.00	\$9,000.00
32	4040-108A	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF	4120.7	\$20.00	\$82,414.00	\$18.50	\$76,232.95
33	4040-108A	SUBDRAIN, 6 IN. DIA. DR-303, TYPE 11	LF	995.7	\$15.00	\$14,935.50	\$17.00	\$16,926.90
34	CFD.01	SUBDRAIN OUTLETS, CFD.01	EACH	32	\$650.00	\$20,800.00	\$600.00	\$19,200.00
35	4040-108D	SUBDRAIN OUTLETS, 4040.233	EACH	1	\$650.00	\$650.00	\$650.00	\$650.00
36	4040-108E	SUBDRAIN TAP, 6"	EACH	26	\$600.00	\$15,600.00	\$625.00	\$16,250.00
37	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	2952.3	\$130.00	\$383,799.00	\$145.00	\$428,083.50
38	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	5	\$120.00	\$600.00	\$325.00	\$1,625.00
39	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF	56.9	\$130.00	\$7,397.00	\$150.00	\$8,535.00
40	5010-108C	FITTINGS BY WEIGHT, DUCTILE IRON	LBS	7053.2	\$30.00	\$211,596.00	\$25.00	\$176,330.00
41	5010-108D	WATER SERVICE	EACH	562	\$110.00	\$61,820.00	\$155.00	\$87,110.00
42	5010-108F	WATERMAIN ABANDONMENT, CAP	EACH	19	\$1,300.00	\$24,700.00	\$1,350.00	\$25,650.00
43	5010-108H	WATERMAIN REMOVAL	LF	120	\$25.00	\$3,000.00	\$20.00	\$2,400.00
44	5020-108A	VALVE, GATE, DIP, 4 IN	EACH	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
45	5020-108A	VALVE, GATE, DIP, 8 IN	EACH	11	\$3,250.00	\$35,750.00	\$3,600.00	\$39,600.00
46	5020-108C	FIRE HYDRANT ASSEMBLY	EACH	8	\$9,500.00	\$76,000.00	\$9,300.00	\$74,400.00
47	5020-108J	HYDRANT ASSEMBLY, REMOVAL	EA	9	\$1,500.00	\$13,500.00	\$1,700.00	\$15,300.00
48	6010-108A	MANHOLE, 6010.301, 48 IN.	EACH	16	\$6,500.00	\$104,000.00	\$11,000.00	\$176,000.00
49	6010-108A	MANHOLE, 6010.301, 60 IN.	EACH	5	\$8,000.00	\$40,000.00	\$155,000.00	\$775,000.00
50	6010-108A	MANHOLE, 6010.301, 72 IN.	EACH	1	\$9,000.00	\$9,000.00	\$170,000.00	\$170,000.00
51	6010-108A	MANHOLE, 6010.401, 48 IN.	EACH	4	\$6,500.00	\$26,000.00	\$7,500.00	\$30,000.00
52	6010-108A	MANHOLE, 6010.401, 60 IN.	EACH	1	\$7,000.00	\$7,000.00	\$9,500.00	\$9,500.00
53	6010-108B	INTAKE, 6010.502, 60 IN.	EACH	1	\$10,250.00	\$10,250.00	\$21,000.00	\$21,000.00
54	6010-108B	INTAKE, 6010.502, 72 IN.	EACH	1	\$11,000.00	\$11,000.00	\$23,000.00	\$23,000.00
55	6010-108B	INTAKE, 6010.505	EACH	13	\$8,500.00	\$110,500.00	\$11,500.00	\$149,500.00
56	6010-108B	INTAKE, 6010.510	EACH	1	\$12,000.00	\$12,000.00	\$17,600.00	\$17,600.00
57	6010-108B	INTAKE, 6010.513	EACH	2	\$9,000.00	\$18,000.00	\$11,000.00	\$22,000.00
58	6010-108C	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH	3	\$7,200.00	\$21,600.00	\$7,800.00	\$23,400.00
59	6010-108H	REMOVALS, MANHOLE OR INTAKE	EACH	18	\$1,250.00	\$22,500.00	\$1,400.00	\$25,200.00
60	7010-108A	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY	581	\$75.00	\$43,575.00	\$100.00	\$58,100.00
61	7010-108E	CURB AND GUTTER, SLOPED, 4 IN.	LF	3028	\$50.00	\$151,400.00	\$43.50	\$131,718.00
62	7010-108E	CURB AND GUTTER, DROPPED, 0 IN.	LF	2367	\$50.00	\$118,350.00	\$42.00	\$99,414.00
63	2304-0101000	TEMPORARY PAVEMENT, 6" PCC	SY	232.5	\$60.00	\$13,950.00	\$74.00	\$17,205.00
64	7020-108B	7" HMA ST	SY	3845.1	\$80.00	\$307,608.00	\$75.00	\$288,382.50
65	7030-108A	REMOVAL OF DRIVEWAY	SY	532.3	\$9.00	\$4,790.70	\$12.00	\$6,387.60
66	7030-108H	DRIVEWAYS, PCC, 6 IN.	SY	532.3	\$51.00	\$27,147.30	\$90.00	\$47,907.00
67	7030-108H	CLASS A ROADSTONE	TON	21.4	\$42.00	\$898.80	\$80.00	\$1,712.00
68	7040-108H	REMOVAL OF PAVEMENT	SY	5946.9	\$8.00	\$47,575.20	\$10.75	\$63,929.18
69	2505-4008120	REMOVAL OF GUARDRAIL	LF	76	\$10.00	\$760.00	\$15.00	\$1,140.00
70	8030-108A	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00
71	2401-6745765	LIGHT POLES, REMOVE	EACH	2	\$650.00	\$1,300.00	\$600.00	\$1,200.00
72	2523-0000100	LIGHT POLES, 28' METAL POLE W/ DIRECT BURIED AND 6' MAST ARM	EACH	3	\$6,000.00	\$18,000.00	\$4,500.00	\$13,500.00
73	2523-0000200	ELECTRICAL CIRCUITS	LF	50	\$15.00	\$750.00	\$50.00	\$2,500.00
74	2528-2518000	SAFETY CLOSURE	EACH	21	\$100.00	\$2,100.00	\$200.00	\$4,200.00
75	8040-108B	TYPE A SIGNS, SHEET ALUMINUM	SF	82.7	\$25.00	\$2,067.50	\$32.00	\$2,646.40
76	8040-108D	PERFORATED SQUARE STEEL TUBE POSTS	LF	110	\$30.00	\$3,300.00	\$30.00	\$3,300.00
77	8040-108G	PERFORATED SQUARE STEEL TUBE ANCHOR	EACH	11	\$40.00	\$440.00	\$150.00	\$1,650.00
78	8040-108I	REMOVE & REINSTALL OF TYPE A SIGN ASSEMBLY	EACH	8	\$300.00	\$2,400.00	\$225.00	\$1,800.00
79	2524-6765210	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	4	\$200.00	\$800.00	\$250.00	\$1,000.00
80	9010-108D	WATERING	MGAL	100	\$160.00	\$16,000.00	\$135.00	\$13,500.00
81	9010-108B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRO-SEEDING, TYPE 4	ACRE	1.2	\$10,000.00	\$12,000.00	\$3,650.00	\$4,380.00
82	9010-108B	SEEDING, AND MULCHING FOR HYDRAULIC SEEDING, WILDFLOWER SEED	ACRE	1.6	\$10,000.00	\$16,000.00	\$9,750.00	\$15,600.00
83	9020-108A	SOD	SQ	208	\$75.00	\$15,600.00	\$95.00	\$19,760.00
84	9040-108E	TEMPORARY RECP, TYPE 3B	SY	6300	\$4.00	\$25,200.00	\$1.40	\$8,820.00
85	9040-108F	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	5230	\$2.00	\$10,460.00	\$2.25	\$11,767.50
86	9040-108F	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	5230	\$0.65	\$3,399.50	\$0.95	\$4,968.50
87	9040-108J	REVTMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.11	TON	230	\$45.00	\$10,350.00	\$60.00	\$13,800.00
88	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	1075	\$2.25	\$2,418.75	\$2.00	\$2,150.00
89	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	1075	\$1.00	\$1,075.00	\$0.65	\$698.75
90	9040-108O	CONSTRUCTION ENTRANCE	SY	55	\$70.00	\$3,850.00	\$75.00	\$4,125.00
91	9040-108R	TURF REINFORCEMENT MATTING (TYPE 2)	SQ	4	\$70.00	\$280.00	\$125.00	\$500.00
92	9040-108T	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 9 IN.	EACH	13	\$85.00	\$1,105.00	\$75.00	\$975.00
93	9040-108T	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	13	\$20.00	\$260.00	\$50.00	\$650.00
94	9070	REMOVAL OF EXISTING LANDSCAPING	LS	2	\$5,000.00	\$10,000.00	\$30,000.00	\$60,000.00
95	9070	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	LS	1	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
96	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	8	\$10.00	\$80.00	\$25.00	\$200.00
97	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1	\$20.00	\$20.00	\$50.00	\$50.00
98	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1	\$20.00	\$20.00	\$50.00	\$50.00
99	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EA	28	\$135.00	\$3,780.00	\$185.00	\$5,180.00
100	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EA	28	\$40.00	\$1,120.00	\$50.00	\$1,400.00
101	2602-0000550	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EA	28	\$40.00	\$1,120.00	\$50.00	\$1,400.00
102	11020-108A	MOBILIZATION	LS	1	\$150,000.00	\$150,000.00	\$450,000.00	\$450,000.00
103	11030-108A	MAILBOX, REMOVE AND REINSTALL	EA	29	\$200.00	\$5,800.00	\$485.00	\$14,065.00
104	11050-108A	CONCRETE WASHOUT	LS	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
105	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 8 IN.	LF	206	\$150.00	\$30,900.00	\$175.00	\$36,050.00
106	4010-108I	SANITARY SEWER CLEAN OUT	EACH	1	\$650.00	\$650.00	\$4,500.00	\$4,500.00
					TOTAL	\$3,591,634.65	TOTAL	\$5,354,881.43



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: Luke Andreasen, PE
DATE: April 5, 2023
SUBJECT: Cyber Lane Construction
City Project Number: RC-268-3245
Final Acceptance

The Cyber Lane Construction Project is completed and ready for final acceptance. This project involved the extension of Cyber Lane from the existing dead end, north to Technology Parkway. Project includes approximately 1700 square yards of 7" thick PCC pavement, 500 linear feet of storm sewer, and 400 square yards of 4" thick PCC sidewalk. This project was under contract with Owen Contracting, Inc. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Final Breakdown of Costs
- Maintenance Bond, Owen Contracting, Inc.

The following lien waivers have been reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns: Owen Contracting Suppliers and Own Contracting subcontractors. Lists various suppliers and subcontractors such as Benton's Ready Mix, Forterra/Rinker Materials, and Meli, LLC.

This project was fully funded by Tax Increment Financing using the South Cedar Falls TIF district. Final Project Costs were \$292,310.92.

I certify that the public improvements for the Cyber Lane Construction were completed in reasonable compliance with the project plans and specifications.



4/6/23

Luke Andreasen

Date

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer
Lisa Roeding, Controller/City Treasurer

	CONTRACTOR'S APPLICATION FOR PAYMENT	No. 14	Pay Application
---	---	---------------	------------------------

CYBER LANE EXTENSION	Application Period: 10/20/22 to 03/20/23	Application Date: 03/20/23
Project Number: RC-268-3245	To (Owner): City of Cedar Falls	Via (Engineer): Mr. Luke Andreasen
Contract Completion Date: 11/16/21	From (Contractor): Owen Contracting, Inc.	Principal Engineer


Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 8,097.40	\$ -
2	\$ 370.00	\$ -
3	\$ 1,320.00	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ 9,787.40	\$ -
Net Change by Change Orders		
(a) + (b) = (c)	\$	9,787.40

Contractor's Certification

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.

By (Contractor): 
 Date: 3/21/23 Mr. Joe Owen

1. ORIGINAL CONTRACT PRICE	\$	296,323.66
2. NET CHANGE BY CHANGE ORDERS (c)	\$	9,787.40
3. CURRENT CONTRACT PRICE	\$	306,111.06
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	292,310.92
5. RETAINAGE		
a. 5% x \$ 292,310.92 Work Completed	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. LIQUIDATED DAMAGES CHARGED THIS APPLICATION		
0 Days x \$ 1,000.00 Per Day	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)	\$	292,310.92
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	277,695.37
9. AMOUNT DUE THIS APPLICATION	\$	14,615.55
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	292,310.92
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		99%
Current Contract Price (Line 10 ÷ Line 3)		95%
Payment of: \$	14,615.55	(Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted:  04/05/2023
 Mr. Luke Andreasen, Principal Engineer Date

CONTRACTOR'S APPLICATION FOR PAYMENT														No. 14		Estimate	
CYBER LANE EXTENSION			Application Period: 10/20/22 to 03/20/23						Application Date: 03/20/23								
Project Number: RC-268-3245			To (Owner): City of Cedar Falls						Via (Engineer): Mr. Luke Andreasen								
Contract Completion Date: 11/16/21			From (Contractor): Owen Contracting, Inc.						Principal Engineer								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P		
Bid Rem Number	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed		
1	Topsoil, On-site	CY	150.00	\$ 6.00	\$ 900.00	150.00	-	\$ -	150.00	\$ 900.00	\$ -	\$ 900.00	100%	\$ -			
2	Topsoil, Off-site	CY	450.00	\$ 15.00	\$ 6,750.00	450.00	-	\$ -	450.00	\$ 6,750.00	\$ -	\$ 6,750.00	100%	\$ -			
3	Excavation, Class 10	CY	362.00	\$ 6.00	\$ 2,172.00	362.00	-	\$ -	362.00	\$ 2,172.00	\$ -	\$ 2,172.00	100%	\$ -			
4	Excavation, Class 10, Unsuitable Materials	CY	68.00	\$ 6.00	\$ 408.00	68.00	-	\$ -	68.00	\$ 408.00	\$ -	\$ 408.00	100%	\$ -			
5	Excavation, Class 10, Waste	CY	4,630.00	\$ 4.50	\$ 20,835.00	4,630.00	-	\$ -	4,630.00	\$ 20,835.00	\$ -	\$ 20,835.00	100%	\$ -			
6	Subgrade Preparation	SY	2,024.00	\$ 1.75	\$ 3,542.00	2,024.00	-	\$ -	2,024.00	\$ 3,542.00	\$ -	\$ 3,542.00	100%	\$ -			
7	Subgrade Treatment, Geogrid, Type 3	SY	202.00	\$ 2.00	\$ 404.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 404.00			
8	Subbase, Modified, 12"	SY	2,226.00	\$ 14.00	\$ 31,164.00	2,226.00	-	\$ -	2,226.00	\$ 31,164.00	\$ -	\$ 31,164.00	100%	\$ -			
9	Trench Foundation	TON	17.00	\$ 25.00	\$ 425.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 425.00			
10	Replacement of Unsuitable Backfill Material	CY	45.00	\$ 46.50	\$ 2,092.50	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 2,092.50			
11	Storm Sewer, Trenched, RCP, 15"	LF	105.00	\$ 48.00	\$ 5,040.00	70.00	-	\$ -	70.00	\$ 3,360.00	\$ -	\$ 3,360.00	67%	\$ 1,680.00			
12	Storm Sewer, Trenched, RCP, 30"	LF	86.00	\$ 105.00	\$ 9,030.00	86.00	-	\$ -	86.00	\$ 9,030.00	\$ -	\$ 9,030.00	100%	\$ -			
13	Storm Sewer, Trenched, HDPE, 15"	LF	88.00	\$ 88.00	\$ 7,804.00	88.00	-	\$ -	88.00	\$ 7,804.00	\$ -	\$ 7,804.00	100%	\$ -			
14	Storm Sewer, Trenched, HDPE, 30"	LF	210.00	\$ 95.00	\$ 19,950.00	175.00	-	\$ -	175.00	\$ 16,625.00	\$ -	\$ 16,625.00	83%	\$ 3,325.00			
15	Removal of Storm Sewer, RCP, All Sizes and Materials	LF	35.00	\$ 10.00	\$ 350.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 350.00			
16	Pipe Apron, RCP, 30"	EA	1.00	\$ 1,575.00	\$ 1,575.00	1.00	-	\$ -	1.00	\$ 1,575.00	\$ -	\$ 1,575.00	100%	\$ -			
17	Footing for Concrete Pipe Apron, RCP, 30"	EA	1.00	\$ 1,560.00	\$ 1,560.00	1.00	-	\$ -	1.00	\$ 1,560.00	\$ -	\$ 1,560.00	100%	\$ -			
18	Pipe Apron Guard	EA	1.00	\$ 1,750.00	\$ 1,750.00	1.00	-	\$ -	1.00	\$ 1,750.00	\$ -	\$ 1,750.00	100%	\$ -			
19	Subdrain, 6", Corrugated PE, Type 5	LF	627.00	\$ 12.00	\$ 7,524.00	500.00	-	\$ -	500.00	\$ 6,000.00	\$ -	\$ 6,000.00	80%	\$ 1,524.00			
20	Subdrain Cleanout, Type A-2, 6"	EA	3.00	\$ 450.00	\$ 1,350.00	2.00	-	\$ -	2.00	\$ 900.00	\$ -	\$ 900.00	67%	\$ 450.00			
21	Subdrain Outlets and Connections, CMP, 6"	EA	9.00	\$ 125.00	\$ 1,125.00	7.00	-	\$ -	7.00	\$ 875.00	\$ -	\$ 875.00	78%	\$ 250.00			
22	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	29.00	\$ 195.00	\$ 5,655.00	29.00	-	\$ -	29.00	\$ 5,655.00	\$ -	\$ 5,655.00	100%	\$ -			
23	Fitting, DI, 12" MJ 45° Bend	EA	3.00	\$ 675.00	\$ 2,025.00	3.00	-	\$ -	3.00	\$ 2,025.00	\$ -	\$ 2,025.00	100%	\$ -			
24	Fire Hydrant Adjustment	EA	1.00	\$ 750.00	\$ 750.00	1.00	-	\$ -	1.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -			
25	Intake, SW-507	EA	5.00	\$ 3,850.00	\$ 19,250.00	5.00	-	\$ -	5.00	\$ 19,250.00	\$ -	\$ 19,250.00	100%	\$ -			
26	Intake, SW-508	EA	3.00	\$ 4,875.00	\$ 14,625.00	3.00	-	\$ -	3.00	\$ 14,625.00	\$ -	\$ 14,625.00	100%	\$ -			
27	Pavement, PCC, 7"	SY	1,698.00	\$ 41.85	\$ 71,061.30	1,693.60	-	\$ -	1,693.60	\$ 70,877.16	\$ -	\$ 70,877.16	100%	\$ 184.14			
28	Sidewalk, PCC, 4"	SY	376.00	\$ 39.10	\$ 14,701.60	376.00	-	\$ -	376.00	\$ 14,701.60	\$ -	\$ 14,701.60	100%	\$ -			
29	Pavement Removal	SY	183.40	\$ 6.00	\$ 1,100.40	183.40	-	\$ -	183.40	\$ 1,100.40	\$ -	\$ 1,100.40	100%	\$ -			
30	Temporary Traffic Control	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	-	\$ -	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -			
31	Sign Panels	SF	41.36	\$ 26.00	\$ 1,075.36	41.36	-	\$ -	41.36	\$ 1,075.36	\$ -	\$ 1,075.36	100%	\$ -			
32	Sign Posts	LF	64.00	\$ 13.00	\$ 832.00	64.00	-	\$ -	64.00	\$ 832.00	\$ -	\$ 832.00	100%	\$ -			
33	Hydraulic Seeding, Fertilizing, and Mulching, BFM, Type 1 Mix	AC	0.80	\$ 4,250.00	\$ 3,400.00	1.08	-	\$ -	1.08	\$ 4,590.00	\$ -	\$ 4,590.00	135%	\$ (1,190.00)			
34	SWPPP Management	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	-	\$ -	1.00	\$ 3,500.00	\$ -	\$ 3,500.00	100%	\$ -			
35	Filter Sock, 12"	LF	1,650.00	\$ 2.00	\$ 3,300.00	520.00	-	\$ -	520.00	\$ 1,040.00	\$ -	\$ 1,040.00	32%	\$ 2,260.00			
36	Filter Socks, Removal	LF	1,650.00	\$ 0.35	\$ 577.50	520.00	-	\$ -	520.00	\$ 182.00	\$ -	\$ 182.00	32%	\$ 395.50			
37	Rip Rap, Class E Reveitment	TON	25.00	\$ 45.00	\$ 1,125.00	25.00	-	\$ -	25.00	\$ 1,125.00	\$ -	\$ 1,125.00	100%	\$ -			
38	Stabilized Construction Entrance	TON	50.00	\$ 20.00	\$ 1,000.00	50.00	-	\$ -	50.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -			
39	Erosion Control Mulching, Hydromulching, BFM	EA	1.30	\$ 2,150.00	\$ 2,795.00	1.00	-	\$ -	1.00	\$ 2,150.00	\$ -	\$ 2,150.00	77%	\$ 645.00			
40	Inlet Protection Device, Surface-Applied	EA	8.00	\$ 75.00	\$ 600.00	8.00	-	\$ -	8.00	\$ 600.00	\$ -	\$ 600.00	100%	\$ -			
41	Inlet Protection Device, Maintenance	EA	8.00	\$ 25.00	\$ 200.00	8.00	-	\$ -	8.00	\$ 200.00	\$ -	\$ 200.00	100%	\$ -			
42	Mobilization	LS	1.00	\$ 20,000.00	\$ 20,000.00	1.00	-	\$ -	1.00	\$ 20,000.00	\$ -	\$ 20,000.00	100%	\$ -			
43	Concrete Washout	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.50	-	\$ -	1.50	\$ 1,500.00	\$ -	\$ 1,500.00	150%	\$ (500.00)			
7001	Fire Hydrant Adjustment	EA	1.00	\$ 750.00	\$ 750.00	1.00	-	\$ -	1.00	\$ 750.00	\$ -	\$ 750.00	100%	\$ -			
7002	Excavation, Class 10	CY	50.40	\$ 6.00	\$ 302.40	50.40	-	\$ -	50.40	\$ 302.40	\$ -	\$ 302.40	100%	\$ -			
7003	Erosion Control Mulching, Hydromulching, BFM	AC	0.70	\$ 2,150.00	\$ 1,505.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,505.00			
7004	Inlet Protection Device, Surface-Applied	EA	2.00	\$ 75.00	\$ 150.00	2.00	-	\$ -	2.00	\$ 150.00	\$ -	\$ 150.00	100%	\$ -			
7005	Inlet Protection Device, Maintenance	EA	2.00	\$ 25.00	\$ 50.00	2.00	-	\$ -	2.00	\$ 50.00	\$ -	\$ 50.00	100%	\$ -			
7006	Hydraulic Seeding, Fertilizing, and Mulching, BFM, Type 1 Mix	AC	0.04	\$ 4,250.00	\$ 170.00	0.04	-	\$ -	0.04	\$ 170.00	\$ -	\$ 170.00	100%	\$ -			
8000	Furnish and Place Temp. Rock Shoulder along Tech. Pkwy.	LS	1.00	\$ 680.00	\$ 680.00	1.00	-	\$ -	1.00	\$ 680.00	\$ -	\$ 680.00	100%	\$ -			
8001	Replacing Sidewalk panel by new CFU gas line installation	EA	4.00	\$ 665.00	\$ 2,660.00	4.00	-	\$ -	4.00	\$ 2,660.00	\$ -	\$ 2,660.00	100%	\$ -			
8002	Remove trees NE part of site	LS	1.00	\$ 1,100.00	\$ 1,100.00	1.00	-	\$ -	1.00	\$ 1,100.00	\$ -	\$ 1,100.00	100%	\$ -			
8003	Regrade NE part of project site to improve sight distance	LS	1.00	\$ 1,100.00	\$ 1,100.00	1.00	-	\$ -	1.00	\$ 1,100.00	\$ -	\$ 1,100.00	100%	\$ -			
8004	Rural Seed with Erosion Control Blanket	SF	6,000.00	\$ 0.22	\$ 1,320.00	6,000.00	-	\$ -	6,000.00	\$ 1,320.00	\$ -	\$ 1,320.00	100%	\$ -			
					Totals	\$ 306,111.06				\$ 292,310.92	\$ -	\$ 292,310.92		\$ 13,800.14			

Performance, Payment and Maintenance Bond

SURETY BOND NO. 54-239824

KNOW ALL BY THESE PRESENTS:

That we, Owen Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Ninety Six Thousand Three Hundred Twenty Three and 66/100 Dollars (\$ 296,323.66), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

CYBER LANE EXTENSION Project RC-268-3245

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No(s) RC-268-3245

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Owen Contracting, Inc.
Contractor

By:


Signature
President
Title

Printed Name of Agent


SURETY:

Company Name

United Fire & Casualty Company
Surety Company

Company Address

By:


Signature Attorney-in-Fact Officer

City, State, Zip Code

Juliana Bartlett, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

LMC Insurance & Risk Management
Company Name

FORM APPROVED BY:

4200 University Ave., Ste. 200
Company Address

Attorney for Owner

West Des Moines, Iowa 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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety De Item 29.
 118 Second
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, BRANDON HORBACH, COURTNEY GORDON, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patil Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20____.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

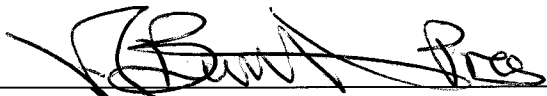
And furnished in the execution and fulfillment of contract between
Said Contractor and

Benton's Sand and Gravel

Subcontractor/Supplier

Dated: 2/3/2023

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

2/3/2023

Date Signed

prime
to
sub

Item 29.

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

And furnished in the execution and fulfillment of contract between
Said Contractor and

Service Signing L.C.

Subcontractor/Supplier

Dated: Jun 9, 2023

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:

Cristi Hagedorn Office Manager

Lienor or Claimant

Jun 9, 2023

Date Signed

Prime
to
Sub

Item 29.

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension


And furnished in the execution and fulfillment of contract between
Said Contractor and

~~Weikert Contracting~~

Subcontractor/Supplier

Dated: 01-06-23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

01-06-23

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

And furnished in the execution and fulfillment of contract between
Said Contractor and

Soil Tek

Subcontractor/Supplier

Dated: 01-06-23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:

Ashley Hoppenue

Lienor or Claimant

01-06-23

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

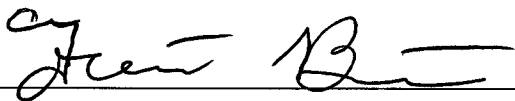
And furnished in the execution and fulfillment of contract between
Said Contractor and

~~Benton's Ready Mix~~

Subcontractor/Supplier

Dated: 1/9/23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

1/9/23

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Owen Contracting, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

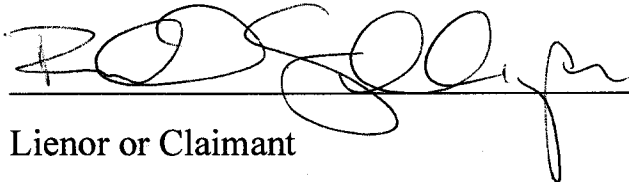
And furnished in the execution and fulfillment of contract between
Said Contractor and

Construction Materials

Subcontractor/Supplier

Dated: 1-5-23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

1-5-23

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Benton's Sand & Gravel, Inc.

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

And furnished in the execution and fulfillment of contract between
Said Contractor and

Meli, LLC

Subcontractor/Supplier

Dated: 13-02-23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:

Ismet MERANOVIC

Lienor or Claimant

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Benton's Sand and Gravel, Inc

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

And furnished in the execution and fulfillment of contract between
Said Contractor and

Utility Equipment

Subcontractor/Supplier

Dated: JANUARY 12, 2023

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



THOMAS C CORYN, V. PRESIDENT
Lienor or Claimant

JANUARY 12, 2023

Date Signed

sub
to
supp
Item 29.

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Benton's Sand and Gravel, Inc

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

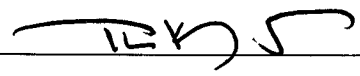
And furnished in the execution and fulfillment of contract between
Said Contractor and

Forterra / Rinker Materials

Subcontractor/Supplier

Dated: 1/10/23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant *Division Credit Manager*

1/10/23

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Benton's Sand and Gravel, Inc

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

And furnished in the execution and fulfillment of contract between
Said Contractor and

Benton's Ready Mixed Concrete

Subcontractor/Supplier

Dated: 1/13/23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

1/13/23

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Benton's Sand and Gravel, Inc

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

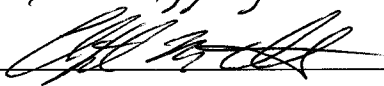
And furnished in the execution and fulfillment of contract between
Said Contractor and

Basic Material Corporation

Subcontractor/Supplier

Dated: 1/13/2023

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:

BMC Aggregates L.C.


Lienor or Claimant

1/13/2023

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Benton's Sand and Gravel, Inc

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

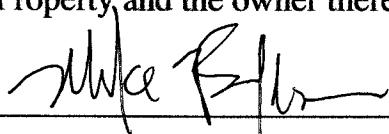
And furnished in the execution and fulfillment of contract between
Said Contractor and

Leymaster Tile

Subcontractor/Supplier

Dated: 1.11.23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

1.12.23

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Benton's Sand and Gravel, Inc

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cyber Lane Extension

And furnished in the execution and fulfillment of contract between
Said Contractor and

Northern Iowa Construction Products

Subcontractor/Supplier

Dated: 1-12-23

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:

Kyle Steiman

Lienor or Claimant

1-12-25

Date Signed



Mill Certification

05/22/2020

MTR#:418535-3
Lot #:360001023420
ONE NUCOR WAY
BOURBONNAIS, IL 60914 US
815-937-3131
Fax: 815-939-5599

Sold To: STETSON BUILDING PRODUCTS
2205 BELL AVE
DES MOINES, IA 50321 US

Ship To: STETSON BUILDING PRODUCTS
320 W 18TH ST
WATERLOO, IA 50702 US

Customer PO	1414018-00	Sales Order #	36011387 - 4.20
Product Group	Rebar	Product #	3058988
Grade	A615 Gr 60/AASHTO M31	Lot #	360001023420
Size	#4	Heat #	3600010234
BOL #	BOL-502683	Load #	418535
Description	Rebar #4/13mm A615 Gr 60/AASHTO M31 20' 0" [240"] 2001-6000 lbs	Customer Part #	
Production Date	01/12/2020	Qty Shipped LBS	32064
Product Country Of Origin	United States	Qty Shipped EA	2400
Original Item Description		Original Item Number	

I hereby certify that the material described herein has been manufactured in accordance with the specifications and standards listed above and that it satisfies those requirements.

Melt Country of Origin : United States

Melting Date: 01/04/2020

C (%)	Mn (%)	P (%)	S (%)	Si (%)	Ni (%)	Cr (%)	Mo (%)	Cu (%)	V (%)	Nb (%)
0.38	0.91	0.012	0.057	0.203	0.29	0.11	0.07	0.38	0.009	0.002

Other Test Results

Yield (PSI) : 64100

Tensile (PSI) : 98300

Average Deformation Height (IN) : 0.032

Elongation in 8" (%) : 12.8

Bend Test : Pass

Weight Percent Variance (%) : -4.60

Comments:

All manufacturing processes of the steel materials in this product, including melting, have occurred within the United States. Products produced are weld free. Mercury, in any form, has not been used in the production or testing of this material.

Zachary Sprintz, Chief Metallurgist

Sub
to
supplier

Item 29.

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

Meli LLC
CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

Cyber Lane
Cedar Falls, Ia.

And furnished in the execution and fulfillment of contract between said contractor and

Bentons Ready Mixed
OWNER

Dated _____
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Carole Benton
LIENOR OR CLAIMANT

5-11-22
DATE SIGNED

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

Meli LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

Cyber Lane

Cedar Falls Ia

And furnished in the execution and fulfillment of contract between said contractor and

Stetson
OWNER

Dated _____ do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Mike Lange Stetson MGR
LIENOR OR CLAIMANT

10 MAY 2022
DATE SIGNED



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: Luke Andreasen, PE

DATE: April 10, 2023

SUBJECT: North Cedar Heights Area Reconstruction Project Phase 1 (Revised)
 City Project Number: RC-092-3271
 Request for PS&E Approval

The first letting for this project yielded only one bidder and the bid exceeded the budget allotted for this project. The plans have been revised by eliminating the reconstruction of Timber Drive from this year's construction. Submitted within for City Council approval are the revised Plans, Specifications, and Estimate of Costs and Quantities for the North Cedar Heights Area Reconstruction Project Phase 1. Only the work associated with the reconstruction of West Ridgewood Drive and the slope repair are included in this revised plan set.

We recommend setting *Monday, May 1st, 2023*, at 7:00pm as the date and time for the public hearing on this project and *Monday, May 8th, 2023*, at 10:00am as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by *Sunday, April 23rd, 2023*. The Plans and Specifications will be ready for distribution to contractors on *Tuesday, April 18th, 2023*, via QuestCDN (reference # 8459272), allowing more than two (2) weeks of review before contract letting.

This project will reconstruct West Ridgewood Drive from (and including part of) Greenwood Avenue to Cherry Lane. Work includes reconstruction of water main, storm and sanitary sewers, slope repairs, installation of new 8" subdrain, asphalt pavement with concrete curb and/or edging, and concrete intersections.

The total estimated cost for the construction of this project is \$3,387,259.70. The project will be funded by Local Option Sales Tax, Street Construction Fund, Sanitary Sewer Rental Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the revised North Cedar Heights Area Reconstruction Project Phase 1.

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

Engineer's Estimate of Costs
 North Cedar Heights Area Reconstruction Project Phase 1A
 Cedar Falls Project No.: RC-092-3271
 AECOM Project No.: 60672593
 4/10/2023

Item No.	Item Code	Item Description	Unit	Estimated Quantities				Engineer's Estimate	Estimated Costs				
				Division 1	Division 2	Division 3	Total		Division 1	Division 2	Division 3	Total	
1	2010-108A	CLEARING AND GRUBBING	UNIT	142.7			142.7	\$ 160.00	\$ 22,832.00	\$ -	\$ -	\$ -	\$ 22,832.00
2	2010-108B	CLEARING AND GRUBBING	AC	0.3			0.3	\$ 70,000.00	\$ 21,000.00	\$ -	\$ -	\$ -	\$ 21,000.00
3	2010-108B	GRUBBING (BY AREA)	AC	1			1	\$ 49,500.00	\$ 49,500.00	\$ -	\$ -	\$ -	\$ 49,500.00
4	2010-108D	TOPSOIL, CONTRACTOR PROVIDED	CY	534			534	\$ 32.50	\$ 17,355.00	\$ -	\$ -	\$ -	\$ 17,355.00
5	2010-108D	TOPSOIL, CONTRACTOR PROVIDED, SLOPE REPAIR	CY	1050			1050	\$ 32.50	\$ 34,125.00	\$ -	\$ -	\$ -	\$ 34,125.00
6	2010-108E	EXCAVATION, CLASS 10, WASTE	CY	1764			1764	\$ 17.50	\$ 30,870.00	\$ -	\$ -	\$ -	\$ 30,870.00
7	2010-108E	EXCAVATION, CLASS 10, SLOPE REPAIR	CY	4395			4395	\$ 14.00	\$ 61,530.00	\$ -	\$ -	\$ -	\$ 61,530.00
8	2010-108E	EXCAVATION, CLASS 10, BORROW, SLOPE REPAIR	CY	7978			7978	\$ 23.00	\$ 183,494.00	\$ -	\$ -	\$ -	\$ 183,494.00
9	2010-108E	EXCAVATION, CLASS 10, WASTE, SLOPE REPAIR	CY	1565			1565	\$ 18.50	\$ 28,952.50	\$ -	\$ -	\$ -	\$ 28,952.50
10	2010-108E	EXCAVATION, CLASS 13	CY	10			10	\$ 125.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00
11	2010-108G	SUBGRADE PREPARATION, 12 IN.	SY	3889			3889	\$ 2.15	\$ 8,361.35	\$ -	\$ -	\$ -	\$ 8,361.35
12	2010-108I	SUBGRADE TREATMENT, GEOGRID	SY	100			100	\$ 8.00	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00
13	2010-108J	SUBBASE, MODIFIED 6 IN.	SY	203			203	\$ 22.00	\$ 4,466.00	\$ -	\$ -	\$ -	\$ 4,466.00
14	2010-108J	SUBBASE, MODIFIED 12 IN.	SY	4333			4333	\$ 18.00	\$ 77,994.00	\$ -	\$ -	\$ -	\$ 77,994.00
15	3010-108D	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TON	100			100	\$ 35.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00
16	2501-8400172	TEMPORARY SHORING	LS			1	1	\$ 600,000.00	\$ -	\$ -	\$ -	\$ 600,000.00	\$ 600,000.00
17	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF			1166	1166	\$ 165.00	\$ -	\$ -	\$ -	\$ 192,390.00	\$ 192,390.00
18	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 8 IN.	LF			206	206	\$ 175.00	\$ -	\$ -	\$ 36,050.00	\$ 36,050.00	\$ 36,050.00
19	4010-108E	SANITARY SEWER SERVICE	LF			141	141	\$ 165.00	\$ -	\$ -	\$ 23,265.00	\$ 23,265.00	\$ 23,265.00
20	4010-108	SANITARY SEWER PIPE INSULATION	LF			104	104	\$ 30.00	\$ -	\$ -	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00
21	4010-108H	REMOVAL OF SANITARY SEWER	LF		975		975	\$ 23.50	\$ 22,912.50	\$ -	\$ -	\$ -	\$ 22,912.50
22	4010-108I	SANITARY SEWER CLEAN OUT	EACH			1	1	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
23	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF		221		221	\$ 115.00	\$ 25,415.00	\$ -	\$ -	\$ -	\$ 25,415.00
24	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF		175		175	\$ 125.00	\$ 21,875.00	\$ -	\$ -	\$ -	\$ 21,875.00
25	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF		108		108	\$ 230.00	\$ 24,840.00	\$ -	\$ -	\$ -	\$ 24,840.00
26	4020-108D	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF		122		122	\$ 25.00	\$ 3,050.00	\$ -	\$ -	\$ -	\$ 3,050.00
27	4030-108B	18" RCP APRON 4030.222	EACH		1		1	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
28	4030-108B	24" RCP APRON 4030.222	EACH		4		4	\$ 1,700.00	\$ 6,800.00	\$ -	\$ -	\$ -	\$ 6,800.00
29	4030-108C	RCP APRON FOOTINGS 4030.221	EACH		5		5	\$ 1,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00
30	4040-108A	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF		1764.5		1764.5	\$ 18.50	\$ 32,643.25	\$ -	\$ -	\$ -	\$ 32,643.25
31	4040-108A	SUBDRAIN, 6 IN. DIA. DR-303, TYPE 11	LF		995.7		995.7	\$ 17.00	\$ 16,926.90	\$ -	\$ -	\$ -	\$ 16,926.90
32	CFD.01	SUBDRAIN OUTLETS, CFD.01	EACH		14		14	\$ 600.00	\$ 8,400.00	\$ -	\$ -	\$ -	\$ 8,400.00
33	4040-108D	SUBDRAIN OUTLETS, 4040.233	EACH		1		1	\$ 650.00	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00
34	4040-108E	SUBDRAIN TAP, 6"	EACH		14		14	\$ 650.00	\$ 9,100.00	\$ -	\$ -	\$ -	\$ 9,100.00
35	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		1902.68		1902.68	\$ 145.00	\$ -	\$ 275,888.60	\$ -	\$ -	\$ 275,888.60
36	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		5		5	\$ 325.00	\$ -	\$ 1,625.00	\$ -	\$ -	\$ 1,625.00
37	5010-108A	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		14		14	\$ 150.00	\$ -	\$ 2,100.00	\$ -	\$ -	\$ 2,100.00
38	5010-108C	FITTINGS BY WEIGHT, DUCTILE IRON	LBS		3279.3		3279.3	\$ 25.00	\$ -	\$ 81,982.50	\$ -	\$ -	\$ 81,982.50
39	5010-108E	WATER SERVICE, 1 IN	LF		192		192	\$ 155.00	\$ -	\$ 29,760.00	\$ -	\$ -	\$ 29,760.00
40	5010-108F	WATERMAIN ABANDONMENT, CAP	EACH		10		10	\$ 1,350.00	\$ -	\$ 13,500.00	\$ -	\$ -	\$ 13,500.00
41	5010-108H	WATERMAIN REMOVAL	LF		60		60	\$ 20.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
42	5020-108A	VALVE, GATE, DIP, 8 IN.	EACH		8		8	\$ 3,600.00	\$ -	\$ 28,800.00	\$ -	\$ -	\$ 28,800.00
43	5020-108C	FIRE HYDRANT ASSEMBLY	EACH		4		4	\$ 9,300.00	\$ -	\$ 37,200.00	\$ -	\$ -	\$ 37,200.00
44	5020-108J	HYDRANT ASSEMBLY, REMOVAL	EACH		3		3	\$ 1,700.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ 5,100.00
45	6010-108A	MANHOLE, 6010.301, 48 IN.	EACH		8		8	\$ 11,000.00	\$ -	\$ 88,000.00	\$ -	\$ -	\$ 88,000.00
46	6010-108A	MANHOLE, 6010.301, 60 IN.	EACH		2		2	\$ 25,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
47	6010-108A	MANHOLE, 6010.301, 72 IN.	EACH		1		1	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
48	6010-108A	MANHOLE, 6010.401, 48 IN.	EACH		1		1	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00
49	6010-108A	MANHOLE, 6010.401, 60 IN.	EACH		1		1	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ -	\$ 9,500.00
50	6010-108B	INTAKE, 6010.505	EACH		5		5	\$ 11,500.00	\$ 57,500.00	\$ -	\$ -	\$ -	\$ 57,500.00
51	6010-108B	INTAKE, 6010.510	EACH		1		1	\$ 17,600.00	\$ 17,600.00	\$ -	\$ -	\$ -	\$ 17,600.00
52	6010-108C	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH		2		2	\$ 7,800.00	\$ -	\$ -	\$ 15,600.00	\$ 15,600.00	\$ 15,600.00
53	6010-108H	REMOVALS, MANHOLE OR INTAKE	EACH		1		1	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 9,800.00	\$ 11,200.00	\$ 11,200.00
54	7010-108A	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY		581		581	\$ 100.00	\$ 58,100.00	\$ -	\$ -	\$ -	\$ 58,100.00
55	7010-108E	CURB AND GUTTER, SLOPED, 4 IN.	LF		1280		1280	\$ 43.50	\$ 55,680.00	\$ -	\$ -	\$ -	\$ 55,680.00
56	7010-108E	CURB AND GUTTER, DROPPED, 0 IN.	LF		1715		1715	\$ 42.00	\$ 72,030.00	\$ -	\$ -	\$ -	\$ 72,030.00
57	2304-0101000	TEMPORARY PAVEMENT, 6" PCC	SY		126		126	\$ 74.00	\$ 9,324.00	\$ -	\$ -	\$ -	\$ 9,324.00
58	7020-108B	7" HMA ST	SY		2166.7		2166.7	\$ 75.00	\$ 162,502.50	\$ -	\$ -	\$ -	\$ 162,502.50
59	7030-108A	REMOVAL OF DRIVEWAY	SY		196.7		196.7	\$ 12.00	\$ 2,360.40	\$ -	\$ -	\$ -	\$ 2,360.40
60	7030-108H	DRIVEWAYS, PCC, 6 IN.	SY		196.7		196.7	\$ 90.00	\$ 17,703.00	\$ -	\$ -	\$ -	\$ 17,703.00
61	7030-108H	CLASS A ROADSTONE	TON		21.2		21.2	\$ 80.00	\$ 1,696.00	\$ -	\$ -	\$ -	\$ 1,696.00
62	7040-108H	REMOVAL OF PAVEMENT	SY		3116.2		3116.2	\$ 11.00	\$ 34,278.20	\$ -	\$ -	\$ -	\$ 34,278.20
63	2505-4008120	REMOVAL OF GUARDRAIL	LF		76		76	\$ 15.00	\$ 1,140.00	\$ -	\$ -	\$ -	\$ 1,140.00
64	8030-108A	TRAFFIC CONTROL	LS		1		1	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00
65	2401-6745765	LIGHT POLES, REMOVE	EACH		1		1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
66	2523-0000100	MAST ARM	EACH		2		2	\$ 4,500.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 9,000.00
67	2523-0000200	ELECTRICAL CIRCUITS	LF		35		35	\$ 50.00	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00
68	2528-2518000	SAFETY CLOSURE	EACH		10		10	\$ 200.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
69	8040-108B	TYPE A SIGNS, SHEET ALUMINUM	SF		45.5		45.5	\$ 32.00	\$ 1,456.00	\$ -	\$ -	\$ -	\$ 1,456.00
70	8040-108D	PERFORATED SQUARE STEEL TUBE POSTS	LF		50		50	\$ 30.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
71	8040-108G	PERFORATED SQUARE STEEL TUBE ANCHOR	EACH		5		5	\$ 150.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00
72	8040-108I	REMOVE & REINSTALL OF TYPE A SIGN ASSEMBLY	EACH		4		4	\$ 225.00	\$ 900.00	\$ -	\$ -	\$ -	\$ 900.00
73	2524-6765210	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH		1		1	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00
74	9010-108D	WATERING	M GAL		50		50	\$ 135.00	\$ 6,750.00	\$ -	\$ -	\$ -	\$ 6,750.00
75	9010-108B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRO-SEEDING, TYPE 4	ACRE		1.2		1.2	\$ 3,650.00	\$ 4,380.00	\$ -	\$ -	\$ -	\$ 4,380.00
76	9010-108B	SEEDING, AND MULCHING FOR HYDRAULIC SEEDING, WILDFLOWER SEED	ACRE		1.2		1.2	\$ 9,750.00	\$ 11,700.00	\$ -	\$ -	\$ -	\$ 11,700.00
77	9020-108A	SOD	SQ		109		109	\$ 95.00	\$ 10,355.00	\$ -	\$ -	\$ -	\$ 10,355.00
78	9040-108E	TEMPORARY RECP, TYPE 3B	SY		5949		5949	\$ 1.40	\$ 8,328.60	\$ -	\$ -	\$ -	\$ 8,328.60
79	9040-108F	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF		3159		3159	\$ 2.25	\$ 7,107.75	\$ -	\$ -	\$ -	\$ 7,107.75
80	9040-108F	REVIEMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON		175		175	\$ 60.00	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00
81	9040-108J	SILT FENCE OR											

87	9040-108T	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	9		9	\$ 50.00	\$ 450.00	\$ -	\$ -	\$ 450.00
88	9070	REMOVAL OF EXISTING LANDSCAPING	LS	1		1	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
89	9070	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	SF	184		184	\$ 250.00	\$ 46,000.00	\$ -	\$ -	\$ 46,000.00
90	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	8		8	\$ 25.00	\$ 200.00	\$ -	\$ -	\$ 200.00
91	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1		1	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 50.00
92	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	1		1	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 50.00
93	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EA	12		12	\$ 185.00	\$ 2,220.00	\$ -	\$ -	\$ 2,220.00
94	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EA	12		12	\$ 50.00	\$ 600.00	\$ -	\$ -	\$ 600.00
95	2602-0000550	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EA	12		12	\$ 50.00	\$ 600.00	\$ -	\$ -	\$ 600.00
96	11020-108A	MOBILIZATION	LS	1		1	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
97	11030-108A	MAILBOX, REMOVE AND REINSTALL	EA	12		12	\$ 485.00	\$ 5,820.00	\$ -	\$ -	\$ 5,820.00
98	11050-108A	CONCRETE WASHOUT	LS	1		1	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00

Division 1- Roadway
 Division 2 - CFU Water Main
 Division 3 - Sanitary Sewer

Division 1	Division 2	Division 3	Total
\$ 1,676,071.95	\$ 477,156.10	\$ 1,072,725.00	\$ 3,225,953.05
		Contingency (5%)	\$ 161,297.65
		Engineer's Estimate of Construction Costs	\$ 3,387,250.70

DAILY INVOICES FOR 4/17/23 COUNCIL MEETING

Item 31.

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-0000-213.00-00			CURRENT LIABILITY / SALES TAX PAYABLE								
1528		09/23 AP	03/09/23		0006759		IOWA DEPT.OF REVENUE RECREATION	2,722.02			04/03/23
			MONTHLY SALES TAX								
			ACCOUNT TOTAL					2,722.02	.00	2,722.02	
101-1008-441.72-99			OPERATING SUPPLIES / POSTAGE								
1612		09/23 AP	03/27/23		0398451		CMRS-POC	222.10			03/28/23
			POC#8031880-REPL.POSTAGE				01/05/23-03/27/23				
			ACCOUNT TOTAL					222.10	.00	222.10	
101-1028-441.64-02			INSURANCE / HEALTH INS. REIMBURSEMENT								
1528		09/23 AP	03/14/23		0006767		ISOLVED BENEFIT SERVICES, INC	500.00			04/03/23
			HEALTH INS. REIMBURSEMENT								
			ACCOUNT TOTAL					500.00	.00	500.00	
101-1028-441.72-99			OPERATING SUPPLIES / POSTAGE								
1612		09/23 AP	03/27/23		0398451		CMRS-POC	320.79			03/28/23
			POC#8031880-REPL.POSTAGE				01/05/23-03/27/23				
			ACCOUNT TOTAL					320.79	.00	320.79	
101-1028-441.89-17			MISCELLANEOUS SERVICES / BANK SERVICE CHARGES								
1528		09/23 AP	03/31/23		0006754		FARMERS STATE BANK	12.00			04/03/23
			INCOMING WIRE FEE				US BANK CD				
1528		09/23 AP	03/31/23		0006755		FARMERS STATE BANK	20.00			04/03/23
			OUTGOING WIRE FEE				MIDWEST ONE CD				
1528		09/23 AP	03/31/23		0006756		FARMERS STATE BANK	20.00			04/03/23
			OUTGOING WIRE FEE				FIRST BANK CD				
1528		09/23 AP	03/31/23		0006757		FARMERS STATE BANK	20.00			04/03/23
			OUTGOING WIRE FEE				DUPACO CD				
1528		09/23 AP	03/22/23		0006751		FARMERS STATE BANK	20.00			04/03/23
			VOYA OUTGOING WIRE				03/24/23 PAYROLL				
1528		09/23 AP	03/08/23		0006750		FARMERS STATE BANK	20.00			04/03/23
			VOYA OUTGOING WIRE FEE				03/10/23 PAYROLL				
			ACCOUNT TOTAL					112.00	.00	112.00	
101-1038-441.64-02			INSURANCE / HEALTH INS. REIMBURSEMENT								
1528		09/23 AP	03/14/23		0006767		ISOLVED BENEFIT SERVICES, INC	72.10			04/03/23
			HEALTH INS. REIMBURSEMENT								
			ACCOUNT TOTAL					72.10	.00	72.10	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 09/2023

GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1038-441.72-99								
1612	09/23	AP	03/27/23	0398451	CMRS-POC	156.90		03/28/23
					POC#8031880-REPL.POSTAGE			
					01/05/23-03/27/23			
					ACCOUNT TOTAL	156.90	.00	156.90
101-1038-441.81-09								
1658	10/23	AP	03/29/23	0398465	ANHALT, KRISTI	29.00		04/03/23
					RMB:COOKIES-WOMEN'S HIST.			
					EVENT AT THE LIBRARY			
					ACCOUNT TOTAL	29.00	.00	29.00
101-1038-441.89-82								
1528	09/23	AP	03/07/23	0006765	ISOLVED BENEFIT SERVICES, INC	714.15		04/03/23
					CAFE ADMIN FEE-FEB'23			
					ACCOUNT TOTAL	714.15	.00	714.15
101-1048-441.71-01								
1612	09/23	AP	03/27/23	0398451	CMRS-POC	30.88		03/28/23
					POC#8031880-REPL.POSTAGE			
					01/05/23-03/27/23			
					ACCOUNT TOTAL	30.88	.00	30.88
101-1060-423.64-02								
1528	09/23	AP	03/14/23	0006767	ISOLVED BENEFIT SERVICES, INC	6.66		04/03/23
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	6.66	.00	6.66
101-1060-423.71-01								
1423	10/23	AP	03/13/23	0398497	OFFICE EXPRESS OFFICE PRODUCT	227.94		03/30/23
					LETTER-SIZE PAPER (6			
					BOXES)			
1423	10/23	AP	02/27/23	0398497	OFFICE EXPRESS OFFICE PRODUCT	64.57		03/30/23
					36" ROLL OF PAPER & 10 X			
					13" ENVELOPES			
					ACCOUNT TOTAL	292.51	.00	292.51
101-1060-423.72-19								
1560	10/23	AP	03/14/23	0398503	STOREY KENWORTHY	391.50		03/30/23
					CIRCULATION DEPARTMENT			
					LETTERHEAD			
1423	10/23	AP	03/02/23	0398503	STOREY KENWORTHY	86.00		03/30/23
					DAILY DEPOSIT ENVELOPE			
					PRINTING			
					ACCOUNT TOTAL	477.50	.00	477.50

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 09/2023

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				
1612		09/23 AP		03/27/23	0398451	CMRS-POC	60.63			03/28/23
				POC#8031880-REPL.POSTAGE		01/05/23-03/27/23				
1560		10/23 AP		02/24/23	0398500	QUADIENT FINANCE USA, INC.	450.00			03/30/23
				POSTAGE						
				ACCOUNT TOTAL			510.63	.00		510.63
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1560		10/23 AP		03/13/23	0398488	GORDON FLESCH COMPANY INC	1,015.82			03/30/23
				COPIER CONTRACT		015-1483981-000				
				ACCOUNT TOTAL			1,015.82	.00		1,015.82
101-1060-423.85-01 UTILITIES / UTILITIES										
1423		10/23 AP		03/05/23	0398483	CEDAR FALLS UTILITIES	6,442.21			03/30/23
				LIBRARY UTILITIES						
				ACCOUNT TOTAL			6,442.21	.00		6,442.21
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1560		10/23 AP		03/17/23	0398477	ARAMARK	23.55			03/30/23
				LIBRARY MAT SERVICE						
1423		10/23 AP		03/03/23	0398477	ARAMARK	23.55			03/30/23
				LIBRARY MAT SERVICE						
1528		09/23 AP		03/02/23	0006786	PROFESSIONAL SOLUTIONS	32.55			04/03/23
				FEBRUARY CREDIT CARD FEES						
				ACCOUNT TOTAL			79.65	.00		79.65
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1560		10/23 AP		03/22/23	0398480	BAKER & TAYLOR BOOKS	33.04			03/30/23
				ADULT BOOKS (MEM HOGAN)						
1423		10/23 AP		03/13/23	0398480	BAKER & TAYLOR BOOKS	33.62			03/30/23
				ADULT BOOKS (MEM HOGAN)						
1423		10/23 AP		03/09/23	0398480	BAKER & TAYLOR BOOKS	49.02			03/30/23
				ADULT BOOKS (MEM HOGAN)						
1423		10/23 AP		03/07/23	0398480	BAKER & TAYLOR BOOKS	15.96			03/30/23
				ADULT BOOKS (MEM HOGAN)						
1423		10/23 AP		03/01/23	0398480	BAKER & TAYLOR BOOKS	15.96			03/30/23
				ADULT BOOKS (MEM HOGAN)						
1423		10/23 AP		02/27/23	0398480	BAKER & TAYLOR BOOKS	31.34			03/30/23
				ADULT BOOKS (MEM HOGAN)						
1423		10/23 AP		02/23/23	0398480	BAKER & TAYLOR BOOKS	80.75			03/30/23
				ADULT BOOKS (MEM HOGAN)						
1423		10/23 AP		02/21/23	0398480	BAKER & TAYLOR BOOKS	33.06			03/30/23

PREPARED 04/11/2023, 9:15:33
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
1423				10/23 AP 02/17/23	0398480 BAKER & TAYLOR BOOKS	17.09		03/30/23	
1423				10/23 AP 02/15/23	0398490 IOWA STATE UNIV-TREASURER	60.00		03/30/23	
ACCOUNT TOTAL						369.84	.00	369.84	
101-1060-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
1423				10/23 AP 02/23/23	0398480 BAKER & TAYLOR BOOKS	18.60		03/30/23	
1423				10/23 AP 02/17/23	0398480 BAKER & TAYLOR BOOKS	18.60		03/30/23	
ACCOUNT TOTAL						37.20	.00	37.20	
101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
1423				10/23 AP 03/01/23	0398489 INGRAM ENTERTAINMENT INC.	76.99		03/30/23	
ACCOUNT TOTAL						76.99	.00	76.99	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1560				10/23 AP 03/18/23	0398492 KRAMER, KARL ALLAN	200.00		03/30/23	
1423				10/23 AP 03/09/23	0398478 AUNT FLOW CORP.	1,635.00		03/30/23	
1423				10/23 AP 03/08/23	0398489 INGRAM ENTERTAINMENT INC.	36.99		03/30/23	
1560				10/23 AP 03/08/23	0398504 THILL, SETH	100.00		03/30/23	
1423				10/23 AP 03/07/23	0398482 BLACK HAWK COUNTY CONSERVATIO	80.00		03/30/23	
1423				10/23 AP 03/01/23	0398486 DEMCO, INC	73.97		03/30/23	
1423				10/23 AP 02/21/23	0398501 SCHOLASTIC, INC.	84.75		03/30/23	
ACCOUNT TOTAL						2,210.71	.00	2,210.71	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
1560				10/23 AP 03/22/23	0398487 FRIENDS OF THE GRIMES PUBLIC	225.00		03/30/23	
1560				10/23 AP 03/22/23	0398480 BAKER & TAYLOR BOOKS	246.75		03/30/23	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-34					MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.				continued
1560				10/23 AP 03/17/23	0398480 BAKER & TAYLOR BOOKS	426.25			03/30/23
					RAY 2 RMB BRIDGE TO READING-YOUTH BOOKS				
1423				10/23 AP 03/13/23	0398480 BAKER & TAYLOR BOOKS	359.25			03/30/23
					RAY 2 RMB BRIDGE TO READING-YOUTH BOOKS				
1423				10/23 AP 03/10/23	0398480 BAKER & TAYLOR BOOKS	606.50			03/30/23
					RAY 2 RMB BRIDGE TO READING-YOUTH BOOKS				
1560				10/23 AP 03/09/23	0398503 STOREY KENWORTHY	252.85			03/30/23
					BERG 2 RMB CVYR '23-PRINT JOBS (POSTERS, BOOKMARKS)				
1423				10/23 AP 03/01/23	0398480 BAKER & TAYLOR BOOKS	1,782.25			03/30/23
					RAY 2 RMB BRIDGE TO READING-YOUTH BOOKS				
1423				10/23 AP 02/27/23	0398508 ZOOBEAN INC	1,695.00			03/30/23
					BERG 2 RMB SLP '23-SITE ACCESS (BEANSTACK)				
1423				10/23 AP 02/24/23	0398506 VARIAN JOHNSON LLC	9,660.00			03/30/23
					BERG 2 RMB CVYR '23-AUTHOR HONORARIUM				
1423				10/23 AP 02/20/23	0398493 LAND, KAREN	600.00			03/30/23
					BERG 2 RMB SLP '23-KAREN LAND DOG MUSHING PROGRAM				
					ACCOUNT TOTAL	15,853.85	.00	15,853.85	
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
1423				10/23 AP 03/08/23	0398502 SHOWCASES	88.34			03/30/23
					VINYL 40 CD ALBUM (X4)				
1423				10/23 AP 03/01/23	0398486 DEMCO, INC	68.84			03/30/23
					2" PREMIUM BOOK TAPE				
					ACCOUNT TOTAL	157.18	.00	157.18	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1423				10/23 AP 03/01/23	0398496 OCLC, INC.	779.19			03/30/23
					CATALOG AND METADATA SUBSCRIPTION				
					ACCOUNT TOTAL	779.19	.00	779.19	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
1560				10/23 AP 03/22/23	0398480 BAKER & TAYLOR BOOKS	295.54			03/30/23
					ADULT BOOKS				
1560				10/23 AP 03/21/23	0398480 BAKER & TAYLOR BOOKS	52.44			03/30/23
					ADULT BOOKS				
1560				10/23 AP 03/17/23	0398480 BAKER & TAYLOR BOOKS	128.31			03/30/23
					ADULT BOOKS				
1423				10/23 AP 03/13/23	0398480 BAKER & TAYLOR BOOKS	179.11			03/30/23
					ADULT BOOKS				
1560				10/23 AP 03/13/23	0398480 BAKER & TAYLOR BOOKS	15.96			03/30/23
					ADULT BOOKS				
1423				10/23 AP 03/10/23	0398480 BAKER & TAYLOR BOOKS	310.09			03/30/23
					ADULT BOOKS				

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
1423		10/23 AP		03/10/23	0398480	BAKER & TAYLOR BOOKS	58.49			03/30/23
						ADULT BOOKS				
1423		10/23 AP		03/09/23	0398480	BAKER & TAYLOR BOOKS	236.20			03/30/23
						ADULT BOOKS				
1423		10/23 AP		03/07/23	0398480	BAKER & TAYLOR BOOKS	279.22			03/30/23
						ADULT BOOKS				
1423		10/23 AP		03/01/23	0398480	BAKER & TAYLOR BOOKS	510.69			03/30/23
						ADULT BOOKS				
1423		10/23 AP		03/01/23	0398480	BAKER & TAYLOR BOOKS	16.14			03/30/23
						ADULT BOOKS				
1423		10/23 AP		02/27/23	0398480	BAKER & TAYLOR BOOKS	113.40			03/30/23
						ADULT BOOKS				
1423		10/23 AP		02/23/23	0398480	BAKER & TAYLOR BOOKS	207.38			03/30/23
						ADULT BOOKS				
1423		10/23 AP		02/21/23	0398480	BAKER & TAYLOR BOOKS	198.64			03/30/23
						ADULT BOOKS				
1423		10/23 AP		02/21/23	0398480	BAKER & TAYLOR BOOKS	515.06			03/30/23
						ADULT BOOKS				
1423		10/23 AP		02/17/23	0398480	BAKER & TAYLOR BOOKS	162.96			03/30/23
						ADULT BOOKS				
						ACCOUNT TOTAL	3,279.63	.00	3,279.63	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1560		10/23 AP		03/21/23	0398480	BAKER & TAYLOR BOOKS	526.05			03/30/23
						YOUNG ADULT BOOKS				
1560		10/23 AP		03/17/23	0398480	BAKER & TAYLOR BOOKS	63.56			03/30/23
						YOUNG ADULT BOOKS				
1423		10/23 AP		03/13/23	0398480	BAKER & TAYLOR BOOKS	20.89			03/30/23
						YOUNG ADULT BOOKS				
1423		10/23 AP		03/09/23	0398480	BAKER & TAYLOR BOOKS	36.29			03/30/23
						YOUNG ADULT BOOKS				
1423		10/23 AP		03/07/23	0398480	BAKER & TAYLOR BOOKS	87.69			03/30/23
						YOUNG ADULT BOOKS				
1423		10/23 AP		03/03/23	0398480	BAKER & TAYLOR BOOKS	466.38			03/30/23
						YOUNG ADULT BOOKS				
1423		10/23 AP		02/27/23	0398480	BAKER & TAYLOR BOOKS	28.79			03/30/23
						YOUNG ADULT BOOKS				
1423		10/23 AP		02/21/23	0398480	BAKER & TAYLOR BOOKS	53.05			03/30/23
						YOUNG ADULT BOOKS				
1423		10/23 AP		02/17/23	0398480	BAKER & TAYLOR BOOKS	9.00			03/30/23
						YOUNG ADULT BOOKS				
						ACCOUNT TOTAL	1,291.70	.00	1,291.70	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1560		10/23 AP		03/22/23	0398480	BAKER & TAYLOR BOOKS	77.51			03/30/23

PREPARED 04/11/2023, 9:15:33
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-22	MISCELLANEOUS SERVICES / YOUTH BOOKS					continued			
1560		10/23 AP		03/21/23	0398480	BAKER & TAYLOR BOOKS	27.87		03/30/23
1560		10/23 AP		03/17/23	0398480	BAKER & TAYLOR BOOKS	86.90		03/30/23
1560		10/23 AP		03/14/23	0398480	BAKER & TAYLOR BOOKS	1,010.17		03/30/23
1423		10/23 AP		03/13/23	0398480	BAKER & TAYLOR BOOKS	16.38		03/30/23
1423		10/23 AP		03/10/23	0398480	BAKER & TAYLOR BOOKS	26.55		03/30/23
1423		10/23 AP		03/09/23	0398480	BAKER & TAYLOR BOOKS	23.04		03/30/23
1423		10/23 AP		03/07/23	0398480	BAKER & TAYLOR BOOKS	10.35		03/30/23
1423		10/23 AP		03/06/23	0398494	LIBRARY IDEAS, LLC	1,075.60		03/30/23
1423		10/23 AP		03/01/23	0398480	BAKER & TAYLOR BOOKS	19.93		03/30/23
1423		10/23 AP		03/01/23	0398480	BAKER & TAYLOR BOOKS	34.17		03/30/23
1423		10/23 AP		02/27/23	0398480	BAKER & TAYLOR BOOKS	116.63		03/30/23
1423		10/23 AP		02/24/23	0398491	KNOWBUDDY RESOURCES	713.03		03/30/23
1423		10/23 AP		02/23/23	0398480	BAKER & TAYLOR BOOKS	32.77		03/30/23
1423		10/23 AP		02/21/23	0398480	BAKER & TAYLOR BOOKS	107.68		03/30/23
1423		10/23 AP		02/21/23	0398507	WORLD BOOK SCHOOL AND LIBRARY	150.00		03/30/23
1423		10/23 AP		02/20/23	0398507	WORLD BOOK SCHOOL AND LIBRARY	845.00		03/30/23
1423		10/23 AP		02/20/23	0398507	WORLD BOOK SCHOOL AND LIBRARY	150.00		03/30/23
1423		10/23 AP		02/17/23	0398480	BAKER & TAYLOR BOOKS	1,617.54		03/30/23
1423		10/23 AP		02/17/23	0398480	BAKER & TAYLOR BOOKS	188.00		03/30/23
1423		10/23 AP		02/15/23	0398507	WORLD BOOK SCHOOL AND LIBRARY	1,750.98		03/30/23
						ACCOUNT TOTAL	8,080.10	.00	8,080.10
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
1423		10/23 AP		03/09/23	0398480	BAKER & TAYLOR BOOKS	18.00		03/30/23
1423		10/23 AP		03/02/23	0398484	CENGAGE LEARNING INC	24.49		03/30/23

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS						continued				
						LARGE PRINT BOOKS				
1423		10/23 AP		03/01/23	0398485	CENTER POINT LARGE PRINT	49.14			03/30/23
						LARGE PRINT BOOKS				
1423		10/23 AP		02/27/23	0398480	BAKER & TAYLOR BOOKS	18.24			03/30/23
						LARGE PRINT BOOKS				
1423		10/23 AP		02/23/23	0398484	CENGAGE LEARNING INC	21.69			03/30/23
						LARGE PRINT BOOKS				
1423		10/23 AP		02/17/23	0398480	BAKER & TAYLOR BOOKS	38.99			03/30/23
						LARGE PRINT BOOKS				
						ACCOUNT TOTAL	170.55	.00		170.55
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
1560		10/23 AP		03/17/23	0398481	BAKER & TAYLOR ENTERTAINMENT	16.13			03/30/23
						ADULT CD MUSIC				
1423		10/23 AP		03/10/23	0398499	PLAYAWAY PRODUCTS	63.74			03/30/23
						ADULT PLAYAWAYS				
1423		10/23 AP		03/08/23	0398481	BAKER & TAYLOR ENTERTAINMENT	22.06			03/30/23
						ADULT CD MUSIC				
1423		10/23 AP		02/22/23	0398499	PLAYAWAY PRODUCTS	314.95			03/30/23
						ADULT PLAYAWAYS				
1423		10/23 AP		02/17/23	0398481	BAKER & TAYLOR ENTERTAINMENT	12.73			03/30/23
						ADULT CD MUSIC				
						ACCOUNT TOTAL	429.61	.00		429.61
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
1560		10/23 AP		03/17/23	0398481	BAKER & TAYLOR ENTERTAINMENT	58.77			03/30/23
						ADULT VIDEOS				
1423		10/23 AP		03/08/23	0398481	BAKER & TAYLOR ENTERTAINMENT	173.52			03/30/23
						ADULT VIDEOS				
1423		10/23 AP		03/06/23	0398481	BAKER & TAYLOR ENTERTAINMENT	34.98			03/30/23
						ADULT VIDEOS				
1423		10/23 AP		03/01/23	0398481	BAKER & TAYLOR ENTERTAINMENT	102.13			03/30/23
						ADULT VIDEOS				
1423		10/23 AP		02/24/23	0398481	BAKER & TAYLOR ENTERTAINMENT	39.88			03/30/23
						ADULT VIDEOS				
1423		10/23 AP		02/17/23	0398481	BAKER & TAYLOR ENTERTAINMENT	48.97			03/30/23
						ADULT VIDEOS				
						ACCOUNT TOTAL	458.25	.00		458.25
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS										
1560		10/23 AP		11/23/22	0398505	VALUE LINE PUBLISHING, INC.	1,142.00			03/30/23
						VALUE LINE SUBSCRIPTION				
						03/10/2023-03/01/2024				
1560		10/23 AP		11/23/22	0398505	VALUE LINE PUBLISHING, INC.	511.00			03/30/23

PREPARED 04/11/2023, 9:15:33
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-31						MISCELLANEOUS SERVICES / PERIODICALS				continued
						VALUE LINE SM&MIDCAP SUB.				03/03/2023-02/02/2024
						ACCOUNT TOTAL	1,653.00	.00	1,653.00	
101-1061-423.89-35						MISCELLANEOUS SERVICES / YOUTH AUDIO				
1423				10/23	AP 03/07/23 0398480	BAKER & TAYLOR BOOKS	22.00			03/30/23
						YOUTH CD BOOKS				
						ACCOUNT TOTAL	22.00	.00	22.00	
101-1061-423.89-36						MISCELLANEOUS SERVICES / YOUTH VIDEO				
1560				10/23	AP 03/16/23 0398495	MIDWEST TAPE, LLC	37.47			03/30/23
						YOUTH VIDEOS				
1423				10/23	AP 03/03/23 0398495	MIDWEST TAPE, LLC	113.20			03/30/23
						YOUTH VIDEOS				
1423				10/23	AP 02/27/23 0398499	PLAYAWAY PRODUCTS	826.45			03/30/23
						YOUTH LAUNCHPADS				
1423				10/23	AP 02/23/23 0398495	MIDWEST TAPE, LLC	230.14			03/30/23
						YOUTH VIDEOS				
1423				10/23	AP 02/17/23 0398495	MIDWEST TAPE, LLC	11.24			03/30/23
						YOUTH VIDEOS				
						ACCOUNT TOTAL	1,218.50	.00	1,218.50	
101-1061-423.89-37						MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO				
1423				10/23	AP 02/21/23 0398480	BAKER & TAYLOR BOOKS	23.09			03/30/23
						YOUNG ADULT CD BOOKS				
						ACCOUNT TOTAL	23.09	.00	23.09	
101-1061-423.89-42						MISCELLANEOUS SERVICES / ADULT E-MATERIALS				
1560				10/23	AP 03/19/23 0398498	OVERDRIVE, INC.	299.81			03/30/23
						ADULT E-BOOKS				
1560				10/23	AP 03/19/23 0398498	OVERDRIVE, INC.	225.78			03/30/23
						ADULT AUDIO BOOKS				
1423				10/23	AP 03/09/23 0398498	OVERDRIVE, INC.	249.99			03/30/23
						ADULT E-BOOKS				
1423				10/23	AP 03/09/23 0398498	OVERDRIVE, INC.	85.50			03/30/23
						ADULT AUDIO BOOKS				
1423				10/23	AP 03/09/23 0398498	OVERDRIVE, INC.	312.91			03/30/23
						ADULT E-BOOKS				
1423				10/23	AP 02/28/23 0398498	OVERDRIVE, INC.	59.48			03/30/23
						ADULT E-BOOKS				
1423				10/23	AP 02/28/23 0398498	OVERDRIVE, INC.	66.40			03/30/23
						ADULT AUDIO BOOKS				

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued			
1423		10/23 AP	02/28/23	0398498	OVERDRIVE, INC.	55.00		03/30/23	
		ADULT E-BOOKS							
1423		10/23 AP	02/28/23	0398498	OVERDRIVE, INC.	32.20		03/30/23	
		ADULT E-BOOKS							
1423		10/23 AP	02/28/23	0398498	OVERDRIVE, INC.	49.99		03/30/23	
		ADULT AUDIO BOOKS							
1423		10/23 AP	02/27/23	0398498	OVERDRIVE, INC.	253.41		03/30/23	
		ADULT E-BOOKS							
1423		10/23 AP	02/27/23	0398498	OVERDRIVE, INC.	109.98		03/30/23	
		ADULT AUDIO BOOKS							
1423		10/23 AP	02/20/23	0398498	OVERDRIVE, INC.	185.25		03/30/23	
		ADULT E-BOOKS							
1423		10/23 AP	02/18/23	0398498	OVERDRIVE, INC.	114.99		03/30/23	
		ADULT E-BOOKS							
1423		10/23 AP	02/18/23	0398498	OVERDRIVE, INC.	140.49		03/30/23	
		ADULT AUDIO BOOKS							
ACCOUNT TOTAL						2,241.18	.00	2,241.18	
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS									
1560		10/23 AP	03/20/23	0398498	OVERDRIVE, INC.	55.39		03/30/23	
		YOUNG ADULT E-BOOKS							
1560		10/23 AP	03/20/23	0398498	OVERDRIVE, INC.	154.89		03/30/23	
		YOUNG ADULT AUDIO BOOKS							
1423		10/23 AP	02/28/23	0398498	OVERDRIVE, INC.	104.98		03/30/23	
		YOUNG ADULT AUDIO BOOKS							
1423		10/23 AP	02/24/23	0398498	OVERDRIVE, INC.	229.07		03/30/23	
		YOUNG ADULT E-BOOKS							
1423		10/23 AP	02/24/23	0398498	OVERDRIVE, INC.	349.97		03/30/23	
		YOUNG ADULT AUDIO BOOKS							
ACCOUNT TOTAL						894.30	.00	894.30	
101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE									
1612		09/23 AP	03/27/23	0398451	CMRS-POC	4.20		03/28/23	
		POC#8031880-REPL.POSTAGE 01/05/23-03/27/23							
ACCOUNT TOTAL						4.20	.00	4.20	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1612		09/23 AP	03/27/23	0398451	CMRS-POC	45.87		03/28/23	
		POC#8031880-REPL.POSTAGE 01/05/23-03/27/23							
ACCOUNT TOTAL						45.87	.00	45.87	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 09/2023

GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT ----
FUND 101 GENERAL FUND									
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY			
1528		09/23	AP	03/02/23	0006777	PROFESSIONAL SOLUTIONS	61.13		04/03/23
						FEBRUARY CREDIT CARD FEES			
						ACCOUNT TOTAL	61.13	.00	61.13
101-2205-432.72-99						OPERATING SUPPLIES / POSTAGE			
1612		09/23	AP	03/27/23	0398451	CMRS-POC	30.33		03/28/23
						POC#8031880-REPL.POSTAGE			01/05/23-03/27/23
						ACCOUNT TOTAL	30.33	.00	30.33
101-2235-412.71-07						OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES			
1612		09/23	AP	03/27/23	0398451	CMRS-POC	184.74		03/28/23
						POC#8031880-REPL.POSTAGE			01/05/23-03/27/23
						ACCOUNT TOTAL	184.74	.00	184.74
101-2235-412.72-99						OPERATING SUPPLIES / POSTAGE			
1612		09/23	AP	03/27/23	0398451	CMRS-POC	143.19		03/28/23
						POC#8031880-REPL.POSTAGE			01/05/23-03/27/23
						ACCOUNT TOTAL	143.19	.00	143.19
101-2235-412.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
1528		09/23	AP	03/02/23	0006781	PROFESSIONAL SOLUTIONS	463.78		04/03/23
						FEBRUARY CREDIT CARD FEES			
1528		09/23	AP	03/02/23	0006782	PROFESSIONAL SOLUTIONS	385.68		04/03/23
						FEBRUARY CREDIT CARD FEES			
						ACCOUNT TOTAL	849.46	.00	849.46
101-2245-442.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1528		09/23	AP	03/14/23	0006767	ISOLVED BENEFIT SERVICES, INC	397.74		04/03/23
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	397.74	.00	397.74
101-2245-442.72-99						OPERATING SUPPLIES / POSTAGE			
1612		09/23	AP	03/27/23	0398451	CMRS-POC	222.46		03/28/23
						POC#8031880-REPL.POSTAGE			01/05/23-03/27/23
						ACCOUNT TOTAL	222.46	.00	222.46

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-2253-423.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT			
1528		09/23 AP		03/14/23	0006767 ISOLVED BENEFIT SERVICES, INC	33.38		04/03/23
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	33.38	.00	33.38
101-2253-423.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1612		09/23 AP		03/27/23	0398451 CMRS-POC	273.90		03/28/23
					POC#8031880-REPL.POSTAGE 01/05/23-03/27/23			
					ACCOUNT TOTAL	273.90	.00	273.90
101-2253-423.89-14					MISCELLANEOUS SERVICES / REFUNDS			
1658		10/23 AP		03/30/23	0398471 VALERIE SHOWMAN	36.00		04/03/23
					REFUND-DOUBLE CHARGED FOR SWIM LESSONS			
1658		10/23 AP		03/29/23	0398464 ALYSSA NOLTE	26.00		04/03/23
					REFUND-SWIMMING LESSONS			
1612		09/23 AP		03/27/23	0398454 ROGER YODER	86.00		03/28/23
					REFUND-LIFEGUARDING CERT.			
					ACCOUNT TOTAL	148.00	.00	148.00
101-2253-423.89-15					MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
1528		09/23 AP		03/02/23	0006784 PROFESSIONAL SOLUTIONS	6.95		04/03/23
					FEBRUARY CREDIT CARD FEES			
1528		09/23 AP		03/02/23	0006785 PROFESSIONAL SOLUTIONS	6.95		04/03/23
					FEBRUARY CREDIT CARD FEES			
1528		09/23 AP		03/02/23	0006787 PROFESSIONAL SOLUTIONS	846.26		04/03/23
					FEBRUARY CREDIT CARD FEES			
1528		09/23 AP		03/02/23	0006778 PROFESSIONAL SOLUTIONS	377.87		04/03/23
					FEBRUARY CREDIT CARD FEES			
					ACCOUNT TOTAL	1,238.03	.00	1,238.03
101-2280-423.72-99					OPERATING SUPPLIES / POSTAGE			
1612		09/23 AP		03/27/23	0398451 CMRS-POC	74.07		03/28/23
					POC#8031880-REPL.POSTAGE 01/05/23-03/27/23			
					ACCOUNT TOTAL	74.07	.00	74.07
101-2280-423.89-01					MISCELLANEOUS SERVICES / MISCELLANEOUS			
1676		10/23 AP		04/04/23	0398474 FRIENDS OF THE HEARST	100.00		04/05/23
					MARCH MEMBERSHIPS			
					ACCOUNT TOTAL	100.00	.00	100.00

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GENERAL FUND										
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1676		10/23	AP	04/04/23	0398475	HALEY DAHL	250.00		04/05/23	
		REFUND-SECURITY DEPOSIT								
1658		10/23	AP	03/29/23	0398469	THRIVENT FINANCIAL	250.00		04/03/23	
		REFUND-SECURITY DEPOSIT								
1676		10/23	AP	03/29/23	0398476	NOLAN HOVLAND	250.00		04/05/23	
		REFUND-SECURITY DEPOSIT REISSUE CK#398469								
1658		10/23	AP	03/28/23	0398468	TAMMY MCDERMOTT	500.00		04/03/23	
		REFUND-SECURITY DEPOSIT								
		ACCOUNT TOTAL						1,250.00	.00	1,250.00
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1528		09/23	AP	03/10/23	0006739	CLOVER APP	12.66		04/03/23	
		MERCHANT SUBSCRIPTION FEE								
1528		09/23	AP	03/02/23	0006779	PROFESSIONAL SOLUTIONS	79.41		04/03/23	
		FEBRUARY CREDIT CARD FEES								
1528		09/23	AP	03/02/23	0006775	PROFESSIONAL SOLUTIONS	11.90		04/03/23	
		FEBRUARY CREDIT CARD FEES								
1528		09/23	AP	03/02/23	0006778	PROFESSIONAL SOLUTIONS	55.49		04/03/23	
		FEBRUARY CREDIT CARD FEES								
		ACCOUNT TOTAL						159.46	.00	159.46
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1528		09/23	AP	03/14/23	0006767	ISOLVED BENEFIT SERVICES, INC	139.64		04/03/23	
		HEALTH INS. REIMBURSEMENT								
		ACCOUNT TOTAL						139.64	.00	139.64
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										
1612		09/23	AP	03/27/23	0398451	CMRS-POC	521.44		03/28/23	
		POC#8031880-REPL.POSTAGE 01/05/23-03/27/23								
		ACCOUNT TOTAL						521.44	.00	521.44
101-4511-414.85-01 UTILITIES / UTILITIES										
1676		10/23	AP	03/25/23	0398473	CEDAR FALLS UTILITIES	558.69		04/05/23	
		UTILITIES THRU 03/25/23								
		ACCOUNT TOTAL						558.69	.00	558.69
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1528		09/23	AP	03/14/23	0006767	ISOLVED BENEFIT SERVICES, INC	238.90		04/03/23	
		HEALTH INS. REIMBURSEMENT								

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-5521-415.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT			continued
1528		09/23 AP		03/14/23	0006767 ISOLVED BENEFIT SERVICES, INC	730.15		04/03/23
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	969.05	.00	969.05
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1676		10/23 AP		03/25/23	0398473 CEDAR FALLS UTILITIES	42.83		04/05/23
					UTILITIES THRU 03/25/23			
1528		09/23 AP		03/02/23	0006776 PROFESSIONAL SOLUTIONS	15.99		04/03/23
					FEBRUARY CREDIT CARD FEES			
					ACCOUNT TOTAL	58.82	.00	58.82
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE								
1612		09/23 AP		03/27/23	0398451 CMRS-POC	191.28		03/28/23
					POC#8031880-REPL.POSTAGE 01/05/23-03/27/23			
					ACCOUNT TOTAL	191.28	.00	191.28
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
1629		09/23 AP		03/22/23	0398461 DOUGAN JR, SCOTT	171.19		03/30/23
					RMB:UNIFORM ALLOWANCE SCHEELS			
1629		09/23 AP		03/22/23	0398461 DOUGAN JR, SCOTT	26.74		03/30/23
					RMB:UNIFORM ALLOWANCE TARGET			
1629		09/23 AP		03/22/23	0398462 HANCOCK, ADAM	53.49		03/30/23
					RMB:UNIFORM ALLOWANCE KOHL'S			
1629		09/23 AP		01/13/23	0398460 COPP, CHRIS	181.80		03/30/23
					RMB:UNIFORM ALLOWANCE MIDWEST DEFENSE SOLUTIONS			
					ACCOUNT TOTAL	433.22	.00	433.22
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1612		09/23 AP		03/27/23	0398451 CMRS-POC	5.40		03/28/23
					POC#8031880-REPL.POSTAGE 01/05/23-03/27/23			
					ACCOUNT TOTAL	5.40	.00	5.40
101-6613-433.81-03 PROFESSIONAL SERVICES / RECORDING FEES								
1528		09/23 AP		03/27/23	0006762 IOWA INSURANCE DIVISION	221.00		04/03/23
					AN.FEE-GREENWOOD CEMETERY ANNUAL FILING FEE			
1528		09/23 AP		03/27/23	0006763 IOWA INSURANCE DIVISION	351.00		04/03/23
					AN.FEE-FAIRVIEW CEMETERY ANNUAL FILING FEE			
1528		09/23 AP		03/27/23	0006764 IOWA INSURANCE DIVISION	41.00		04/03/23
					AN.FEE-HILLSIDE CEMETERY ANNUAL FILING FEE			

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-6613-433.81-03 PROFESSIONAL SERVICES / RECORDING FEES						continued			
ACCOUNT TOTAL						613.00	.00	613.00	
101-6613-433.85-01 UTILITIES / UTILITIES									
1676		10/23 AP		03/25/23 0398473	CEDAR FALLS UTILITIES	216.32			04/05/23
UTILITIES THRU 03/25/23									
ACCOUNT TOTAL						216.32	.00	216.32	
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1528		09/23 AP		03/14/23 0006767	ISOLVED BENEFIT SERVICES, INC	162.68			04/03/23
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL						162.68	.00	162.68	
101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE									
1612		09/23 AP		03/27/23 0398451	CMRS-POC	411.94			03/28/23
POC#8031880-REPL.POSTAGE 01/05/23-03/27/23									
ACCOUNT TOTAL						411.94	.00	411.94	
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1612		09/23 AP		03/22/23 0398450	CLAYPOOL, BENJAMIN	10.71			03/28/23
RMB:MEAL-ASCE ENG.CONF. AMES									
ACCOUNT TOTAL						10.71	.00	10.71	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1612		09/23 AP		03/27/23 0398451	CMRS-POC	38.25			03/28/23
POC#8031880-REPL.POSTAGE 01/05/23-03/27/23									
ACCOUNT TOTAL						38.25	.00	38.25	
101-6633-423.85-01 UTILITIES / UTILITIES									
1676		10/23 AP		03/25/23 0398473	CEDAR FALLS UTILITIES	154.15			04/05/23
UTILITIES THRU 03/25/23									
ACCOUNT TOTAL						154.15	.00	154.15	
FUND TOTAL						62,652.34	.00	62,652.34	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT				
1528		09/23	AP	03/14/23	0006767	ISOLVED BENEFIT SERVICES, INC	21.50			04/03/23
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	21.50	.00	21.50	
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE										
1612		09/23	AP	03/27/23	0398451	CMRS-POC	20.28			03/28/23
						POC#8031880-REPL.POSTAGE				01/05/23-03/27/23
						ACCOUNT TOTAL	20.28	.00	20.28	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1612		09/23	AP	03/27/23	0398451	CMRS-POC	22.68			03/28/23
						POC#8031880-REPL.POSTAGE				01/05/23-03/27/23
						ACCOUNT TOTAL	22.68	.00	22.68	
206-6647-436.85-01 UTILITIES / UTILITIES										
1676		10/23	AP	03/25/23	0398473	CEDAR FALLS UTILITIES	796.30			04/05/23
						UTILITIES THRU 03/25/23				
						ACCOUNT TOTAL	796.30	.00	796.30	
						FUND TOTAL	860.76	.00	860.76	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-99						OPERATING SUPPLIES / POSTAGE				
1612		09/23	AP	03/27/23	0039272	CMRS-POC	218.15			03/28/23
						POC#8031880-REPL.POSTAGE				01/05/23-03/27/23
						ACCOUNT TOTAL	218.15	.00	218.15	
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
1641		10/23	AP	04/01/23	0039275	BAUCH, JAMES C	460.00			03/31/23
						HAP_Lewis H 042023				
1641		10/23	AP	04/01/23	0039323	RINNELS, DOUGLAS G.	282.00			03/31/23
						HAP_Wierck L 042023				
1641		10/23	AP	04/01/23	0039283	CHESTNUT, SHAWN	489.00			03/31/23
						HAP_Chestnut N 042023				
1641		10/23	AP	04/01/23	0039291	EXCEPTIONAL PERSONS, INC.	305.00			03/31/23

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	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 Poldberg J 042023				
1641				10/23 AP 04/01/23 0039291	EXCEPTIONAL PERSONS, INC.	412.00			03/31/23
					HAP Myers J 042023				
1641				10/23 AP 04/01/23 0039291	EXCEPTIONAL PERSONS, INC.	374.00			03/31/23
					HAP Nissen A 042023				
1641				10/23 AP 04/01/23 0039291	EXCEPTIONAL PERSONS, INC.	78.00			03/31/23
					HAP Anderson B 042023				
1641				10/23 AP 04/01/23 0039291	EXCEPTIONAL PERSONS, INC.	403.00			03/31/23
					HAP Blake M 042023				
1641				10/23 AP 04/01/23 0039291	EXCEPTIONAL PERSONS, INC.	105.00			03/31/23
					HAP Houdek C 042023				
1641				10/23 AP 04/01/23 0039297	GOLD FALLS VILLA	455.00			03/31/23
					HAP Shuman J 042023				
1641				10/23 AP 04/01/23 0039297	GOLD FALLS VILLA	422.00			03/31/23
					HAP Redmond D 042023				
1641				10/23 AP 04/01/23 0039294	GEE LAN, JOSEPH N.	380.00			03/31/23
					HAP Juhl A 042023				
1641				10/23 AP 04/01/23 0039294	GEE LAN, JOSEPH N.	349.00			03/31/23
					HAP Becker T 042023				
1641				10/23 AP 04/01/23 0039299	GRAY, LEROY L. OR CAROLYN K.	800.00			03/31/23
					HAP Mullins J 042023				
1641				10/23 AP 04/01/23 0039273	BARTELT PROPERTIES L.C.	553.00			03/31/23
					HAP Woodward C 042023				
1641				10/23 AP 04/01/23 0039273	BARTELT PROPERTIES L.C.	1,055.00			03/31/23
					HAP Avino G 042023				
1641				10/23 AP 04/01/23 0039273	BARTELT PROPERTIES L.C.	550.00			03/31/23
					HAP Luck L 042023				
1641				10/23 AP 04/01/23 0039288	EDGE MANAGEMENT GROUP, LLC	1,000.00			03/31/23
					HAP Young C 042023				
1641				10/23 AP 04/01/23 0039333	VALDIVIA, OSCAR J.	1,049.00			03/31/23
					HAP Davis C 042023				
1641				10/23 AP 04/01/23 0039336	WILKEN PROPERTIES, LLC	727.00			03/31/23
					HAP Barfels K 042023				
1641				10/23 AP 04/01/23 0039321	PURDY PROPERTIES, LLC	933.00			03/31/23
					HAP Cummings A 042023				
1641				10/23 AP 04/01/23 0039276	BETH N BROS LLC	808.00			03/31/23
					HAP Beaman D 042023				
1641				10/23 AP 04/01/23 0039286	D & J PROPERTIES	495.00			03/31/23
					HAP Grant F 042023				
1641				10/23 AP 04/01/23 0039286	D & J PROPERTIES	297.00			03/31/23
					HAP Rogers S 042023				
1641				10/23 AP 04/01/23 0039286	D & J PROPERTIES	464.00			03/31/23
					HAP Redd S 042023				
1641				10/23 AP 04/01/23 0039286	D & J PROPERTIES	559.00			03/31/23
					HAP Terry M 042023				
1641				10/23 AP 04/01/23 0039286	D & J PROPERTIES	599.00			03/31/23
					HAP Sumerall T 042023				
1641				10/23 AP 04/01/23 0039326	STANDARD FAMILY ASSIST.LIVING	248.00			03/31/23
					HAP Refshaug T 042023				

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				
1641		10/23	AP	04/01/23	0039280	CEDAR APARTMENTS LLC	233.00			03/31/23
		HAP Becerra C 042023								
1641		10/23	AP	04/01/23	0039280	CEDAR APARTMENTS LLC	290.00			03/31/23
		HAP Groskurth D 042023								
1641		10/23	AP	04/01/23	0039329	SWEETING, LARRY	753.00			03/31/23
		HAP Schumacher D 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	503.00			03/31/23
		HAP Stegen R 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	193.00			03/31/23
		HAP Stock M 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	222.00			03/31/23
		HAP Wray M 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	436.00			03/31/23
		HAP Greene L 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	489.00			03/31/23
		HAP Howe J 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	396.00			03/31/23
		HAP Hayden J 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	29.00			03/31/23
		HAP Lenz J 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	346.00			03/31/23
		HAP Shelton S 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	105.00			03/31/23
		HAP Brown J 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	143.00			03/31/23
		HAP Garvis C 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	426.00			03/31/23
		HAP Wright S 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	525.00			03/31/23
		HAP Graves D 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	182.00			03/31/23
		HAP Ford M 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	518.00			03/31/23
		HAP Henning S 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	391.00			03/31/23
		HAP Mackie N 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	108.00			03/31/23
		HAP Friedrich D 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	483.00			03/31/23
		HAP Strickland L 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	262.00			03/31/23
		HAP Martin H 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	196.00			03/31/23
		HAP Wright S 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	238.00			03/31/23
		HAP Matthias L 042023								
1641		10/23	AP	04/01/23	0039332	THUNDER RIDGE SR.APARTMENTS L	473.00			03/31/23
		HAP Lebahn B 042023								
1641		10/23	AP	04/01/23	0039334	VILLAGE I AT NINE23 APARTMENT	237.00			03/31/23

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	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_Vaughn S 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	455.00			03/31/23
					HAP_Redd A 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	506.00			03/31/23
					HAP_Smith T 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	453.00			03/31/23
					HAP_Nelson B 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	289.00			03/31/23
					HAP_Ford D 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	569.00			03/31/23
					HAP_Ducharme T 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	461.00			03/31/23
					HAP_Swartzley J 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	374.00			03/31/23
					HAP_Cameron J 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	435.00			03/31/23
					HAP_Clark T 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	461.00			03/31/23
					HAP_Moore D 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	338.00			03/31/23
					HAP_Greene D 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	220.00			03/31/23
					HAP_Bradley J 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	217.00			03/31/23
					HAP_Porter J 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	171.00			03/31/23
					HAP_Dixon S 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	467.00			03/31/23
					HAP_Prior L 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	240.00			03/31/23
					HAP_Aswegan J 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	215.00			03/31/23
					HAP_Havlik C 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	427.00			03/31/23
					HAP_Temple S 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	540.00			03/31/23
					HAP_Henderson D 042023				
1641				10/23 AP 04/01/23 0039334	VILLAGE I AT NINE23 APARTMENT	435.00			03/31/23
					HAP_Gordon Jr. T 042023				
1641				10/23 AP 04/01/23 0039281	CEDAR FALLS UTILITIES-SEC.8	36.00			03/31/23
					Prior 5694286669				
1641				10/23 AP 04/01/23 0039281	CEDAR FALLS UTILITIES-SEC.8	155.00			03/31/23
					Bracelly 9823574708				
1641				10/23 AP 04/01/23 0039281	CEDAR FALLS UTILITIES-SEC.8	127.00			03/31/23
					Boehmer 0827605626				
1641				10/23 AP 04/01/23 0039281	CEDAR FALLS UTILITIES-SEC.8	78.00			03/31/23
					BALM 4535924167				
1641				10/23 AP 04/01/23 0039281	CEDAR FALLS UTILITIES-SEC.8	21.00			03/31/23
					Guzzle 7174748062				

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	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				
1641				10/23 AP 04/01/23	0039281	CEDAR FALLS UTILITIES-SEC.8	43.00			03/31/23
				Jurries 7681775462						
1641				10/23 AP 04/01/23	0039281	CEDAR FALLS UTILITIES-SEC.8	69.00			03/31/23
				Rule 9816666531						
1641				10/23 AP 04/01/23	0039281	CEDAR FALLS UTILITIES-SEC.8	30.00			03/31/23
				Holden 1780239031						
1641				10/23 AP 04/01/23	0039281	CEDAR FALLS UTILITIES-SEC.8	161.00			03/31/23
				Young 1995063175						
1641				10/23 AP 04/01/23	0039281	CEDAR FALLS UTILITIES-SEC.8	177.00			03/31/23
				Grisby 3375820084						
1641				10/23 AP 04/01/23	0039281	CEDAR FALLS UTILITIES-SEC.8	145.00			03/31/23
				Mullins 9837918987						
1641				10/23 AP 04/01/23	0039281	CEDAR FALLS UTILITIES-SEC.8	75.00			03/31/23
				Clinton 4729040291						
1641				10/23 AP 04/01/23	0039313	MALBEC PROPERTIES, LLC	474.00			03/31/23
				HAP Hepker D 042023						
1641				10/23 AP 04/01/23	0039313	MALBEC PROPERTIES, LLC	442.00			03/31/23
				HAP Himes G 042023						
1641				10/23 AP 04/01/23	0039313	MALBEC PROPERTIES, LLC	362.00			03/31/23
				HAP Smith T 042023						
1641				10/23 AP 04/01/23	0039313	MALBEC PROPERTIES, LLC	459.00			03/31/23
				HAP Halterman A 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	631.00			03/31/23
				HAP Ricks F 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	779.00			03/31/23
				HAP Hoffert J 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	667.00			03/31/23
				HAP Dyer A 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	344.00			03/31/23
				HAP Davis K 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	575.00			03/31/23
				HAP Hunt M 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	171.00			03/31/23
				HAP Sherwood S 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	166.00			03/31/23
				HAP Hall T 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	300.00			03/31/23
				HAP Keys A 042023						
1641				10/23 AP 04/01/23	0039284	CHRISTOPHERSON RENTALS	572.00			03/31/23
				HAP Williams L 042023						
1641				10/23 AP 04/01/23	0039320	PETERSEN, RANDEL	904.00			03/31/23
				HAP Brown S 042023						
1641				10/23 AP 04/01/23	0039316	MHP 2216 LINCOLN STREET, LLC	464.00			03/31/23
				HAP Wilder S 042023						
1641				10/23 AP 04/01/23	0039316	MHP 2216 LINCOLN STREET, LLC	595.00			03/31/23
				HAP Rule S 042023						
1641				10/23 AP 04/01/23	0039316	MHP 2216 LINCOLN STREET, LLC	323.00			03/31/23
				HAP Jones T 042023						
1641				10/23 AP 04/01/23	0039316	MHP 2216 LINCOLN STREET, LLC	308.00			03/31/23

PREPARED 04/11/2023, 9:15:33
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	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										
1641				10/23 AP 04/01/23	0039296	GLEESON II, JAMES G.	800.00			03/31/23
				HAP_Cochran S 042023						
1641				10/23 AP 04/01/23	0039296	GLEESON II, JAMES G.	722.00			03/31/23
				HAP_Prior D 042023						
1641				10/23 AP 04/01/23	0039290	EPM IOWA	652.00			03/31/23
				HAP_Lange S 042023						
1641				10/23 AP 04/01/23	0039287	DC MANAGEMENT, LLC	730.00			03/31/23
				HAP_Thompson T 042023						
1641				10/23 AP 04/01/23	0039312	LEGACY RESIDENTIAL	179.00			03/31/23
				HAP_Strickland S 042023						
1641				10/23 AP 04/01/23	0039312	LEGACY RESIDENTIAL	532.00			03/31/23
				HAP_Jordan L 042023						
1641				10/23 AP 04/01/23	0039318	OWL INVESTMENTS, LLC	544.00			03/31/23
				HAP_Ross Z 042023						
1641				10/23 AP 04/01/23	0039285	CRESCENT CONDOMINIUMS, LLC	494.00			03/31/23
				HAP_Schroeder S 042023						
1641				10/23 AP 04/01/23	0039301	HARRINGTON'S RENTAL LLC	620.00			03/31/23
				HAP_Lohr K 042023						
1641				10/23 AP 04/01/23	0039292	FERNHOLZ, KARI L.	794.00			03/31/23
				HAP_Larronda E 042023						
1641				10/23 AP 04/01/23	0039324	ROGERS, DERICK	1,200.00			03/31/23
				HAP_Carlton D 042023						
1641				10/23 AP 04/01/23	0039324	ROGERS, DERICK	792.00			03/31/23
				HAP_Santiago-Lebro 042023						
1641				10/23 AP 04/01/23	0039306	KAI, BRENT	251.00			03/31/23
				HAP_Sherwood J 042023						
1641				10/23 AP 04/01/23	0039325	STAND FIRM PROPERTIES LLC	559.00			03/31/23
				HAP_Hamilton T 042023						
1641				10/23 AP 04/01/23	0039325	STAND FIRM PROPERTIES LLC	380.00			03/31/23
				HAP_Rousseau G 042023						
1641				10/23 AP 04/01/23	0039339	WYMORE, LARRY R.	341.00			03/31/23
				HAP_Moffett J 042023						
1641				10/23 AP 04/01/23	0039338	WINGSB, LLC	408.00			03/31/23
				HAP_Johnson A 042023						
1641				10/23 AP 04/01/23	0039305	JLL EXTENDED STAY INN	328.00			03/31/23
				HAP_Moore E 042023						
1641				10/23 AP 04/01/23	0039305	JLL EXTENDED STAY INN	173.00			03/31/23
				HAP_Zanders D 042023						
1641				10/23 AP 04/01/23	0039311	LARSEN RENTALS LLC	850.00			03/31/23
				HAP_Grisby C 042023						
1641				10/23 AP 04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	703.00			03/31/23
				HAP_Miller K 042023						
1641				10/23 AP 04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	436.00			03/31/23
				HAP_Loffredo C 042023						
1641				10/23 AP 04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	367.00			03/31/23
				HAP_Wilson J 042023						
1641				10/23 AP 04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	430.00			03/31/23
				HAP_Billman D 042023						

PREPARED 04/11/2023, 9:15:33
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	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			
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	429.00		03/31/23	
		HAP Cruise B 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	444.00		03/31/23	
		HAP Garrigus S 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	309.00		03/31/23	
		HAP Lane S 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	19.00		03/31/23	
		HAP Hoodjer S 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	430.00		03/31/23	
		HAP Lam K 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	265.00		03/31/23	
		HAP O'dell J 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	600.00		03/31/23	
		HAP BALM D 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	434.00		03/31/23	
		HAP Humphrey E 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	324.00		03/31/23	
		HAP OBrien N 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	340.00		03/31/23	
		HAP Saccento J 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	34.00		03/31/23	
		HAP Rogers E 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	464.00		03/31/23	
		HAP Harken G 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	325.00		03/31/23	
		HAP Harmon A 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	551.00		03/31/23	
		HAP Levry S 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	352.00		03/31/23	
		HAP Dzap0 S 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	466.00		03/31/23	
		HAP Haug K 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	556.00		03/31/23	
		HAP Frazier T 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	684.00		03/31/23	
		HAP Willis C 042023							
1641		10/23 AP	04/01/23	0039335	VILLAGE II AT NINE23 APARTMEN	593.00		03/31/23	
		HAP Nielsen J 042023							
1641		10/23 AP	04/01/23	0039302	HOUSING AUTHORITY OF JOLIET	1,078.00		03/31/23	
		HAP Wilson Q 042023							
1641		10/23 AP	04/01/23	0039302	HOUSING AUTHORITY OF JOLIET	2,079.00		03/31/23	
		HAP Payne I 042023							
1641		10/23 AP	04/01/23	0039303	HOWARD, BRAD	1,008.00		03/31/23	
		HAP Thrower M 042023							
1641		10/23 AP	04/01/23	0039310	KREMER PROPERTIES LLC	124.00		03/31/23	
		HAP Mulanax W 042023							
1641		10/23 AP	04/01/23	0039309	KRAAYENBRINK, RANDY L.	829.00		03/31/23	
		HAP Ewing J 042023							
1641		10/23 AP	04/01/23	0039322	R & R RENTAL PROPERTIES, LLC	489.00		03/31/23	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	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									
1641		HAP_Stewart J	042023	10/23 AP 04/01/23	BUTLER, MICHAEL	545.00			03/31/23
1641		HAP_Cochran C	042023	10/23 AP 04/01/23	HAGEDORN, JEREMIAH	818.00			03/31/23
1641		HAP_Gottfried L	042023	10/23 AP 04/01/23	HAGEDORN, JEREMIAH	950.00			03/31/23
1641		HAP_Clinton A	042023	10/23 AP 04/01/23	SUNRISE PROPERTIES LLC	285.00			03/31/23
1641		HAP_Lake L	042023	10/23 AP 04/01/23	GOV, LLC	1,100.00			03/31/23
1641		HAP_Guzzle T	042023	10/23 AP 04/01/23	CARL ERICSON	660.00			03/31/23
1641		HAP_Cooper L	042023	10/23 AP 04/01/23	CARL ERICSON	820.00			03/31/23
1641		HAP_Leohr K	042023	10/23 AP 04/01/23	CARL ERICSON	941.00			03/31/23
1641		HAP_Burk B	042023	10/23 AP 04/01/23	PANHWAR, ABDUL	17.00			03/31/23
1641		HAP_Mussman C	042023	10/23 AP 04/01/23	KIDWELL, STEVE	460.00			03/31/23
1641		HAP_Tomlyanovich C	042023	10/23 AP 04/01/23	WINGERT, BRIAN	625.00			03/31/23
1641		HAP_Holden K	042023	10/23 AP 04/01/23	STEIN INVESTMENTS, LLC	512.00			03/31/23
1641		HAP_Gordon A	042023	10/23 AP 04/01/23	OAKVIEW PROPERTIES LLC	1,000.00			03/31/23
1641		HAP_Jurries P	042023	10/23 AP 04/01/23	CEDAR VALLEY LIVING LLC	306.00			03/31/23
1641		HAP_Bachman K	042023	10/23 AP 04/01/23	CEDAR VALLEY LIVING LLC	208.00			03/31/23
1641		HAP_White L	042023	10/23 AP 04/01/23	THIRD AVE PLACE LLC	895.00			03/31/23
1641		HAP_Boehmer R	042023	10/23 AP 04/01/23	KELLY PROPERTY INVESTMENTS LL	245.00			03/31/23
1641		HAP_Clayton R	042023	10/23 AP 04/01/23	MCKERNAN, PAMELA	324.00			03/31/23
1641		HAP_Buchanan J	042023	10/23 AP 04/01/23	MCH INVESTMENTS LLC	383.00			03/31/23
1641		HAP_Barr G	042023	10/23 AP 04/01/23	MCH INVESTMENTS LLC	486.00			03/31/23
1641		HAP_Langel A	042023	10/23 AP 04/01/23	ELMCREST ESTATES, L.C.	529.00			03/31/23
1641		HAP_Davis D	042023	10/23 AP 04/01/23	G P MANAGEMENT LLC	396.00			03/31/23
1641		HAP_Wenzel J	042023	10/23 AP 04/01/23	T.J.J.C. L.L.C.	204.00			03/31/23
1641		HAP_Hornback K	042023	10/23 AP 04/01/23	T.J.J.C. L.L.C.	675.00			03/31/23
1641		HAP_Bracelly J	042023						

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	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				
1641		10/23 AP		04/01/23	0039330	T.J.J.C. L.L.C.	274.00			03/31/23	
		HAP_Dornbrock M 042023									
1641		10/23 AP		04/01/23	0039330	T.J.J.C. L.L.C.	327.00			03/31/23	
		HAP_Beck D 042023									
1641		10/23 AP		04/01/23	0039330	T.J.J.C. L.L.C.	432.00			03/31/23	
		HAP_Fruchtenicht J 042023									
1641		10/23 AP		04/01/23	0039295	GERDES III, BENJAMIN P	882.00			03/31/23	
		HAP_Orgell A 042023									
1641		10/23 AP		04/01/23	0039295	GERDES III, BENJAMIN P	257.00			03/31/23	
		HAP_Allessi S 042023									
1641		10/23 AP		04/01/23	0039295	GERDES III, BENJAMIN P	1,527.00			03/31/23	
		HAP_Barnes A 042023									
1641		10/23 AP		04/01/23	0039304	J & A PROPERTIES	943.00			03/31/23	
		HAP_Lowe L 042023									
1641		10/23 AP		04/01/23	0039274	BARTELT RENTALS L.C.	446.00			03/31/23	
		HAP_Luck J 042023									
1641		10/23 AP		04/01/23	0039274	BARTELT RENTALS L.C.	964.00			03/31/23	
		HAP_Woods N 042023									
1641		10/23 AP		04/01/23	0039278	C & H HOLDINGS LLC	580.00			03/31/23	
		HAP_Ross S 042023									
		ACCOUNT TOTAL						86,281.00	.00	86,281.00	
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS											
1641		10/23 AP		04/01/23	0039302	HOUSING AUTHORITY OF JOLIET	48.79			03/31/23	
		AF_Wilson Q 042023									
1641		10/23 AP		04/01/23	0039302	HOUSING AUTHORITY OF JOLIET	48.79			03/31/23	
		AF_Payne I 042023									
		ACCOUNT TOTAL						97.58	.00	97.58	
		FUND TOTAL						86,596.73	.00	86,596.73	
FUND 223 COMMUNITY BLOCK GRANT											
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE											
1612		09/23 AP		03/27/23	0004801	CMRS-POC	26.82			03/28/23	
		POC#8031880-REPL.POSTAGE 01/05/23-03/27/23									
		ACCOUNT TOTAL						26.82	.00	26.82	
223-2224-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
1658		10/23 AP		03/17/23	0004802	PEZLEY, MICHELLE	378.15			04/03/23	
		RMB:AIR-HUD ENVIR.PROC. DENVER, CO									
		ACCOUNT TOTAL						378.15	.00	378.15	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
 ACCOUNTING PERIOD 09/2023

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	1676	88-14		10/23	03/30/23 0004804	HOUSE OF HOPE	1,450.00			04/05/23
						CDBG 3RD QTR. FY23				
						ACCOUNT TOTAL	1,450.00	.00	1,450.00	
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2										
223-2224-432	1676	89-66		10/23	03/28/23 0004805	OPERATION THRESHOLD	19,800.00			04/05/23
						IEDA-STATE CARES CV2				
						ACCOUNT TOTAL	19,800.00	.00	19,800.00	
						FUND TOTAL	21,654.97	.00	21,654.97	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25	1612	92-25		09/23	03/27/23 0398449	BLACK HAWK CO.RECORDER	37.00			03/28/23
						3271:PARCEL#207-N.CDR.HTS				
						PROJECT#: 023271				
242-1240-431.92-25	1625	92-25		09/23	03/14/23 0398424	REGINALD & KATHLEEN GREEN		325.00		03/29/23
						VOID CHECK-DONATION				
						PROJECT#: 023271				
						ACCOUNT TOTAL	37.00	325.00	288.00-	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
242-1240-431.98-45	1617	98-45		09/23	03/29/23 0398459	TITAN PROPERTY INVESTMENTS, L	3,507.31			03/29/23
						3283:PARCEL#39&40-MAIN ST				
						PROJECT#: 023283				
242-1240-431.98-45	1617	98-45		09/23	03/29/23 0398456	BLACK HAWK CO.RECORDER	8.80			03/29/23
						3283:PARCEL#39&40-MAIN ST				
						PROJECT#: 023283				
242-1240-431.98-45	1617	98-45		09/23	03/29/23 0398457	BLACK HAWK CO.TREASURER	290.69			03/29/23
						PRO-RATED REAL ESTATE TAX				
						PROJECT#: 023283				
242-1240-431.98-45	1617	98-45		09/23	03/29/23 0398458	GREENSTATE CREDIT UNION	3,522.00			03/29/23
						3283:PARCEL39&40-MAIN ST.				
						PROJECT#: 023283				
						ACCOUNT TOTAL	7,328.80	.00	7,328.80	
						FUND TOTAL	7,365.80	325.00	7,040.80	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1612		09/23 AP		03/27/23	0398451	CMRS-POC	6.57			03/28/23
					POC#8031880-REPL.POSTAGE	01/05/23-03/27/23				
					ACCOUNT TOTAL		6.57	.00	6.57	
					FUND TOTAL		6.57	.00	6.57	
FUND 258 PARKING FUND										
258-5531-435.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1629		09/23 AP		03/29/23	0398463	JULIE SHIMEK	140.00			03/30/23
						REFUND-DUPL.PRKG.PERMITS				
1528		09/23 AP		03/02/23	0006772	PROFESSIONAL SOLUTIONS	267.90			04/03/23
						FEBRUARY CREDIT CARD FEES				
1528		09/23 AP		03/02/23	0006773	PROFESSIONAL SOLUTIONS	58.83			04/03/23
						FEBRUARY CREDIT CARD FEES				
1528		09/23 AP		03/02/23	0006774	PROFESSIONAL SOLUTIONS	259.52			04/03/23
						FEBRUARY CREDIT CARD FEES				
1528		09/23 AP		03/02/23	0006776	PROFESSIONAL SOLUTIONS	8.35			04/03/23
						FEBRUARY CREDIT CARD FEES				
1528		09/23 AP		03/02/23	0006777	PROFESSIONAL SOLUTIONS	46.57			04/03/23
						FEBRUARY CREDIT CARD FEES				
					ACCOUNT TOTAL		781.17	.00	781.17	
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE										
1612		09/23 AP		03/27/23	0398451	CMRS-POC	3.51			03/28/23
					POC#8031880-REPL.POSTAGE	01/05/23-03/27/23				
					ACCOUNT TOTAL		3.51	.00	3.51	
					FUND TOTAL		784.68	.00	784.68	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-99						OPERATING SUPPLIES / POSTAGE				
1612		09/23 AP		03/27/23	0398451	CMRS-POC	254.66			03/28/23
					POC#8031880-REPL.POSTAGE	01/05/23-03/27/23				
					ACCOUNT TOTAL		254.66	.00	254.66	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
1528		09/23 AP		03/02/23	0006780	PROFESSIONAL SOLUTIONS	23.27			04/03/23
						FEBRUARY CREDIT CARD FEES				
					ACCOUNT TOTAL		23.27	.00	23.27	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 27
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1658		10/23 AP		03/12/23	0398466	LEWIS, DEBRA	6.00			04/03/23
						RMB:MEAL-CANOECOPIA SHOW MADISON, WI				
						ACCOUNT TOTAL	6.00	.00	6.00	
261-2291-423.85-01 UTILITIES / UTILITIES										
1676		10/23 AP		03/25/23	0398473	CEDAR FALLS UTILITIES	92.40			04/05/23
						UTILITIES THRU 03/25/23				
						ACCOUNT TOTAL	92.40	.00	92.40	
						FUND TOTAL	376.33	.00	376.33	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-99						OPERATING SUPPLIES / POSTAGE				
1612		09/23 AP		03/27/23	0398451	CMRS-POC	1.80			03/28/23
						POC#8031880-REPL.POSTAGE 01/05/23-03/27/23				
						ACCOUNT TOTAL	1.80	.00	1.80	
262-1092-423.85-01 UTILITIES / UTILITIES										
1424		10/23 AP		03/05/23	0398483	CEDAR FALLS UTILITIES	1,227.09			03/30/23
						COMMUNITY CENTR UTILITIES				
						ACCOUNT TOTAL	1,227.09	.00	1,227.09	
						FUND TOTAL	1,228.89	.00	1,228.89	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
292-5521-415.54-01						WORKERS COMP / POLICE WORKERS COMP				
1528		09/23 AP		03/15/23	0006743	EMC RISK SERVICES, LLC	5,718.89			04/03/23
						WORKER COMP-POLICE CLAIM				
						ACCOUNT TOTAL	5,718.89	.00	5,718.89	
						FUND TOTAL	5,718.89	.00	5,718.89	

PREPARED 04/11/2023, 9:15:33
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 293 FIRE RETIREMENT FUND										
293-4511-1528	414.54-02	WORKERS COMP / FIRE WORKERS COMP								
	09/23 AP	03/15/23	0006743			EMC RISK SERVICES, LLC	4,138.31			04/03/23
						WORKER COMP-FIRE CLAIM				
						ACCOUNT TOTAL	4,138.31	.00	4,138.31	
						FUND TOTAL	4,138.31	.00	4,138.31	
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										
404-1220-1612	431.92-37	STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS								
	09/23 AP	03/27/23	0398451			CMRS-POC	232.80			03/28/23
						POC#8031880-REPL.POSTAGE				
						PROJECT#: 012017				
						ACCOUNT TOTAL	232.80	.00	232.80	
						FUND TOTAL	232.80	.00	232.80	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-1528	431.91-10	LAND / INDUSTRIAL PARK LAND ACQ								
	09/23 AP	03/27/23	0006752			FARMERS STATE BANK	20.00			04/03/23
						WIRE FEE-CLOSING COOPER				
						2617 S UNION				
1528	09/23 AP	03/27/23	0006753			FARMERS STATE BANK	20.00			04/03/23
						WIRE FEE-CLOSING VERIDIAN				
						2617 S UNION				
1528	09/23 AP	03/27/23	0006769			MR. COOPER	160,062.92			04/03/23
						CLOSING-JONES-MORTGAGE 1				
						2617 S UNION				
1528	09/23 AP	03/27/23	0006790			VERIDIAN CREDIT UNION	39,521.96			04/03/23
						CLOSING-JONES-MORTGAGE 2				
						2617 S UNION				
						ACCOUNT TOTAL	199,624.88	.00	199,624.88	
						FUND TOTAL	199,624.88	.00	199,624.88	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 431	2014	BOND								
FUND 432	2003	BOND								
FUND 433	2001	TIF								
FUND 434	2000	BOND								
FUND 435	1999	TIF								
FUND 436	2012	BOND								
FUND 437	2018	BOND								
FUND 438	2020	BOND FUND								
FUND 439	2022	BOND FUND								
439-1220-431.95-01		BOND FUND PROJECTS / BOND FEES								
1528		09/23 AP 03/21/23 0006749					19,029.55			04/03/23
		22 GO BOND BQ STATUS CHNG								
ACCOUNT TOTAL							19,029.55	.00	19,029.55	
FUND TOTAL							19,029.55	.00	19,029.55	
FUND 443		CAPITAL PROJECTS								
FUND 472		PARKADE RENOVATION								
FUND 473		SIDEWALK ASSESSMENT								
FUND 483		ECONOMIC DEVELOPMENT								
FUND 484		ECONOMIC DEVELOPMENT LAND								
FUND 541	2018	STORM WATER BONDS								
FUND 544	2008	SEWER BONDS								
FUND 545	2006	SEWER BONDS								
FUND 546		SEWER IMPROVEMENT FUND								
FUND 547		SEWER RESERVE FUND								
FUND 548	1997	SEWER BOND FUND								
FUND 549	1992	SEWER BOND FUND								
FUND 550	2000	SEWER BOND FUND								
FUND 551		REFUSE FUND								
551-0000-213.00-00		CURRENT LIABILITY / SALES TAX PAYABLE								
1528		09/23 AP 03/09/23 0006759					198.55			04/03/23
		MONTHLY SALES TAX								
ACCOUNT TOTAL							198.55	.00	198.55	
551-6675-436.72-99		OPERATING SUPPLIES / POSTAGE								
1612		09/23 AP 03/27/23 0398451					57.15			03/28/23
		POC#8031880-REPL.POSTAGE								
ACCOUNT TOTAL							57.15	.00	57.15	
551-6685-436.64-02		INSURANCE / HEALTH INS. REIMBURSEMENT								
1528		09/23 AP 03/14/23 0006767					100.00			04/03/23
		HEALTH INS. REIMBURSEMENT								
ACCOUNT TOTAL							100.00	.00	100.00	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1528		09/23 AP		03/02/23	0006783	PROFESSIONAL SOLUTIONS	365.79			04/03/23
						FEBRUARY CREDIT CARD FEES				
1528		09/23 AP		03/02/23	0006777	PROFESSIONAL SOLUTIONS	15.95			04/03/23
						FEBRUARY CREDIT CARD FEES				
						ACCOUNT TOTAL	381.74	.00	381.74	
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE										
1612		09/23 AP		03/27/23	0398451	CMRS-POC	115.23			03/28/23
						POC#8031880-REPL.POSTAGE				01/05/23-03/27/23
						ACCOUNT TOTAL	115.23	.00	115.23	
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1528		09/23 AP		03/09/23	0006759	IOWA DEPT.OF REVENUE	170.58			04/03/23
						MONTHLY SALES TAX				COMMERCIAL GARBAGE
						ACCOUNT TOTAL	170.58	.00	170.58	
						FUND TOTAL	1,023.25	.00	1,023.25	
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-99						OPERATING SUPPLIES / POSTAGE				
1612		09/23 AP		03/27/23	0398451	CMRS-POC	24.60			03/28/23
						POC#8031880-REPL.POSTAGE				01/05/23-03/27/23
						ACCOUNT TOTAL	24.60	.00	24.60	
552-6655-436.85-01 UTILITIES / UTILITIES										
1676		10/23 AP		03/25/23	0398473	CEDAR FALLS UTILITIES	4,530.44			04/05/23
						UTILITIES THRU 03/25/23				
						ACCOUNT TOTAL	4,530.44	.00	4,530.44	
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1528		09/23 AP		03/14/23	0006767	ISOLVED BENEFIT SERVICES, INC	613.50			04/03/23
						HEALTH INS. REIMBURSEMENT				
1528		09/23 AP		03/14/23	0006767	ISOLVED BENEFIT SERVICES, INC	124.47			04/03/23
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	737.97	.00	737.97	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-1658	436.72-26	OPERATING SUPPLIES /		10/23	02/22/23 0398467	TESTING & LAB MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	82.29			04/03/23
ACCOUNT TOTAL							82.29	.00	82.29	
552-6665-436.72-68 OPERATING SUPPLIES / POLYMER										
552-6665-1612	436.72-68	OPERATING SUPPLIES /		09/23	01/31/23 0398453	POLYMER MSD ENVIRONMENTAL SERVICES, I RE-ISSUE CK#142485	5,048.84			03/28/23
ACCOUNT TOTAL							5,048.84	.00	5,048.84	
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
552-6665-1612	436.72-99	OPERATING SUPPLIES /		09/23	03/27/23 0398451	POSTAGE CMRS-POC POC#8031880-REPL.POSTAGE 01/05/23-03/27/23	28.74			03/28/23
ACCOUNT TOTAL							28.74	.00	28.74	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
552-6665-1528	436.89-04	MISCELLANEOUS SERVICES /		09/23	03/09/23 0006759	SALES TAX IOWA DEPT.OF REVENUE MONTHLY SALES TAX COMMERCIAL SEWER	9,403.39			04/03/23
ACCOUNT TOTAL							9,403.39	.00	9,403.39	
FUND TOTAL							19,856.27	.00	19,856.27	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-1528	432.64-02	INSURANCE / HEALTH INS.		09/23	03/14/23 0006767	REIMBURSEMENT HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	368.30			04/03/23
ACCOUNT TOTAL							368.30	.00	368.30	
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
555-6630-1612	432.72-01	OPERATING SUPPLIES /		09/23	03/27/23 0398451	OPERATING SUPPLIES CMRS-POC POC#8031880-REPL.POSTAGE 01/05/23-03/27/23	1.80			03/28/23
ACCOUNT TOTAL							1.80	.00	1.80	
FUND TOTAL							370.10	.00	370.10	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.64-02				INSURANCE / HEALTH INS.		REIMBURSEMENT			
1528		09/23	AP	03/14/23	0006767	ISOLVED BENEFIT SERVICES, INC	150.15		04/03/23
				HEALTH INS. REIMBURSEMENT					
ACCOUNT TOTAL							150.15	.00	150.15
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1612		09/23	AP	03/27/23	0398451	CMRS-POC	21.39		03/28/23
				POC#8031880-REPL.POSTAGE		01/05/23-03/27/23			
ACCOUNT TOTAL							21.39	.00	21.39
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1658		10/23	AP	03/19/23	0398472	VERIZON WIRELESS	1,600.98		04/03/23
				WIRELESS SRV:3/20-4/19/23					
1658		10/23	AP	03/06/23	0398470	U.S. CELLULAR	2,550.21		04/03/23
				WIRELESS SRV:3/6-4/5/23					
ACCOUNT TOTAL							4,151.19	.00	4,151.19
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1658		10/23	AP	03/06/23	0398470	U.S. CELLULAR	154.48		04/03/23
				PHONE					
ACCOUNT TOTAL							154.48	.00	154.48
FUND TOTAL							4,477.21	.00	4,477.21
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
1528		09/23	AP	03/31/23	0006798	WELLMARK IOWA	63,960.07		04/03/23
				HEALTH CLAIMS PROCESSING					
1528		09/23	AP	03/27/23	0006748	EXPRESS SCRIPTS, INC.	12,091.32		04/03/23
				RX CLAIMS PROCESSING					
1528		09/23	AP	03/24/23	0006797	WELLMARK IOWA	68,862.30		04/03/23
				HEALTH CLAIMS PROCESSING					
1528		09/23	AP	03/24/23	0006799	WEX HEALTH, INC.	123.15		04/03/23
				COBRA MONTHLY ADMIN FEE					
1528		09/23	AP	03/20/23	0006747	EXPRESS SCRIPTS, INC.	34,383.96		04/03/23
				RX CLAIMS PROCESSING					
1528		09/23	AP	03/17/23	0006796	WELLMARK IOWA	36,287.33		04/03/23
				HEALTH CLAIMS PROCESSING					
1528		09/23	AP	03/13/23	0006746	EXPRESS SCRIPTS, INC.	9,780.15		04/03/23
				RX CLAIMS PROCESSING					

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued			
1528		09/23	AP	03/10/23	0006795 WELLMARK IOWA	56,739.67			04/03/23
1528		09/23	AP	03/06/23	0006745 HEALTH CLAIMS PROCESSING EXPRESS SCRIPTS, INC.	38,789.13			04/03/23
1528		09/23	AP	03/03/23	0006794 WELLMARK IOWA RX CLAIMS PROCESSING	74,122.93			04/03/23
1528		09/23	AP	03/01/23	0006793 WELLMARK IOWA HEALTH CLAIMS PROCESSING	38,725.45			04/03/23
ACCOUNT TOTAL						433,865.46	.00	433,865.46	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE									
1528		09/23	AP	03/02/23	0006742 DELTA DENTAL OF IOWA MARCH 2023 DENTAL	8,226.40			04/03/23
ACCOUNT TOTAL						8,226.40	.00	8,226.40	
FUND TOTAL						442,091.86	.00	442,091.86	
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
1612		09/23	AP	03/27/23	0398455 WINTERBERG, PATSY	611.70			03/28/23
1612		09/23	AP	03/27/23	0398455 WINTERBERG, PATSY	712.20			03/28/23
1612		09/23	AP	03/27/23	0398452 LUX, JOSH	105.22			03/28/23
1612		09/23	AP	03/27/23	0398452 LUX, JOSH	105.22			03/28/23
1612		09/23	AP	03/27/23	0398452 LUX, JOSH	105.22			03/28/23
1612		09/23	AP	03/27/23	0398452 LUX, JOSH	105.22			03/28/23
ACCOUNT TOTAL						1,744.78	.00	1,744.78	
FUND TOTAL						1,744.78	.00	1,744.78	
FUND 682 HEALTH INSURANCE - FIRE									

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 34
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
1528		09/23 AP		03/27/23	0006789	UNITED STATES TREASURY	65,216.79			04/03/23
						FEDERAL WITHHOLDING TAX				
1528		09/23 AP		03/13/23	0006788	UNITED STATES TREASURY	64,391.12			04/03/23
						FEDERAL WITHHOLDING TAX				
						ACCOUNT TOTAL	129,607.91	.00	129,607.91	
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
1528		09/23 AP		03/27/23	0006761	IOWA DEPT.OF REVENUE	27,381.28			04/03/23
						STATE WITHHOLDING TAX				
1528		09/23 AP		03/13/23	0006760	IOWA DEPT.OF REVENUE	27,147.50			04/03/23
						STATE WITHHOLDING TAX				
						ACCOUNT TOTAL	54,528.78	.00	54,528.78	
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
1528		09/23 AP		03/27/23	0006789	UNITED STATES TREASURY	76,411.94			04/03/23
						SS & MQGE/MEDICARE TAX				
1528		09/23 AP		03/13/23	0006788	UNITED STATES TREASURY	76,073.56			04/03/23
						SS & MQGE/MEDICARE TAX				
						ACCOUNT TOTAL	152,485.50	.00	152,485.50	
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
1528		09/23 AP		03/28/23	0006758	I.P.E.R.S.	143,595.81			04/03/23
						IPERS MARCH 2023				
						ACCOUNT TOTAL	143,595.81	.00	143,595.81	
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
1528		09/23 AP		03/27/23	0006741	COLLECTION SERVICES CENTER	611.85			04/03/23
						CHILD SUPPORT PAYMENTS				
1528		09/23 AP		03/24/23	0006768	ISOLVED BENEFIT SERVICES, INC	6,435.15			04/03/23
						CAFETERIA PLAN				
1528		09/23 AP		03/22/23	0006792	VOYA FINANCIAL	12,108.00			04/03/23
						EMPLOYEE 457 CONTRIBUTION				
1528		09/23 AP		03/13/23	0006740	COLLECTION SERVICES CENTER	611.85			04/03/23
						CHILD SUPPORT PAYMENTS				
1528		09/23 AP		03/10/23	0006766	ISOLVED BENEFIT SERVICES, INC	6,435.15			04/03/23
						CAFETERIA PLAN				
1528		09/23 AP		03/08/23	0006791	VOYA FINANCIAL	11,463.00			04/03/23
						EMPLOYEE 457 CONTRIBUTION				
						ACCOUNT TOTAL	37,665.00	.00	37,665.00	

PREPARED 04/11/2023, 9:15:33
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 35
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND									
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
1528		09/23	AP	03/29/23	0006771 MUNICIPAL FIRE & POLICE RETIR	166,434.78		04/03/23	
					MFPRSI RETIREMENT				
1528		09/23	AP	03/01/23	0006770 MUNICIPAL FIRE & POLICE RETIR	167,018.41		04/03/23	
					MFPRSI RETIREMENT				
					ACCOUNT TOTAL	333,453.19	.00	333,453.19	
					FUND TOTAL	851,336.19	.00	851,336.19	
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1528		09/23	AP	03/23/23	0006744 EMC RISK SERVICES, LLC	13,733.82		04/03/23	
					WORKER COMP CLAIM SPECIAL REQUEST				
1528		09/23	AP	03/15/23	0006743 EMC RISK SERVICES, LLC	900.00		04/03/23	
					WORKER COMP ADMIN FEES				
1528		09/23	AP	03/15/23	0006743 EMC RISK SERVICES, LLC	2,508.51		04/03/23	
					WORKER COMP CLAIM				
					ACCOUNT TOTAL	17,142.33	.00	17,142.33	
					FUND TOTAL	17,142.33	.00	17,142.33	
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
1528		09/23	AP	03/15/23	0006743 EMC RISK SERVICES, LLC	245.00		04/03/23	
					LIABILITY ADMIN FEES				
1528		09/23	AP	03/15/23	0006743 EMC RISK SERVICES, LLC	3,939.78		04/03/23	
					LIABILITY CLAIM				
					ACCOUNT TOTAL	4,184.78	.00	4,184.78	
					FUND TOTAL	4,184.78	.00	4,184.78	
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									

PREPARED 04/11/2023, 9:15:33
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 36
ACCOUNTING PERIOD 09/2023

GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 790	FLOOD	LEVY							
					GRAND TOTAL		1,752,498.27	325.00	1,752,173.27

COUNCIL INVOICES FOR 4/17/23 MEETING

Item 31.

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 09/2023

GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 101 GENERAL FUND								
101-1008-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1638		10/23 AP		03/22/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.92		04/11/23
					STAPLER			
1638		10/23 AP		03/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	13.78		04/11/23
					BATTERIES, PENS, KEY TAGS			
					ACCOUNT TOTAL	16.70	.00	16.70
101-1028-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1680		10/23 AP		03/09/23	0142867 US BANK	31.34		04/06/23
					AMZN MKTP US*H544H1582 MONITOR RISERS			
1680		10/23 AP		03/06/23	0142867 US BANK	60.70		04/06/23
					AMZN MKTP US*H51644JY1 CMND HOOKS/DESK ORGANIZER			
					ACCOUNT TOTAL	92.04	.00	92.04
101-1038-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1705		10/23 AP		03/27/23	0000000 AWARDS, GIFTS & ENGRAVING	8.25		04/11/23
					HRC NAME BADGE			
					ACCOUNT TOTAL	8.25	.00	8.25
101-1038-441.81-09					PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
1705		10/23 AP		03/27/23	0000000 AWARDS, GIFTS & ENGRAVING	33.00		04/11/23
					HRC NAME BADGES			
					ACCOUNT TOTAL	33.00	.00	33.00
101-1038-441.81-53					PROFESSIONAL SERVICES / JOB NOTICES			
1680		10/23 AP		03/13/23	0142867 US BANK	195.00		04/06/23
					TEMPLEPUBLI JOB AD:FIRE CHIEF			
1680		10/23 AP		03/06/23	0142867 US BANK	119.95		04/06/23
					LINKEDIN 8026258746 RECRUITER LITE:3/4-4/4/23			
1680		10/23 AP		03/02/23	0142867 US BANK	86.00		04/06/23
					ONLINE JOB ADS INDEED JOB AD:INDEED JOB APPLIES			
					ACCOUNT TOTAL	400.95	.00	400.95
101-1038-441.81-56					PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG			
1643		10/23 AP		03/23/23	0000000 COMMUNITY MAIN STREET	250.00		04/11/23
					WELLNESS CHALLENGE PRIZES 5 X \$50			
					ACCOUNT TOTAL	250.00	.00	250.00

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1680		10/23	AP	03/14/23	0142867	US BANK	100.00			04/06/23
						PAYPAL *CEDARVALLEY				
						2023 MEMBERSHIP-C LUHRING				
						ACCOUNT TOTAL	100.00	.00	100.00	
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
1643		10/23	AP	04/01/23	0000000	THOMSON REUTERS - WEST	663.54			04/11/23
						WESTLAW INFORMATION				
						3/1/23-3/31/23				
						ACCOUNT TOTAL	663.54	.00	663.54	
101-1048-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
1680		10/23	AP	03/20/23	0142867	US BANK	190.00			04/06/23
						IOWA STATE BAR ASSOCIATIO				
						REG:GOVT PRACTICE WEBINAR				
						ACCOUNT TOTAL	190.00	.00	190.00	
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1682		10/23	AP	03/16/23	0142867	US BANK	44.50			04/06/23
						AMZN MKTP US*HC6W71P10				
						FINE POINT SHARPIES				
1682		10/23	AP	03/13/23	0142867	US BANK	110.91			04/06/23
						AMAZON.COM*HG4360DM0 AMZN				
						3/4" TAPE & RUBBER BANDS				
1682		10/23	AP	03/08/23	0142867	US BANK	26.58			04/06/23
						AMZN MKTP US*H54WL3MS2				
						0.47" LABEL TAPE (X6)				
1682		10/23	AP	03/02/23	0142867	US BANK	41.97			04/06/23
						AMAZON.COM*H55ZH9JU0				
						TAPE MEASURES				
1682		10/23	AP	02/27/23	0142867	US BANK	6.99			04/06/23
						AMZN MKTP US*HP0ZB2U01				
						WHITE STICKY NOTES				
1682		10/23	AP	02/27/23	0142867	US BANK	7.99			04/06/23
						AMAZON.COM*HD65N9XZ0				
						FISKARS REPLACEMENT BLADE				
1682		10/23	AP	02/22/23	0142867	US BANK	18.93			04/06/23
						AMZN MKTP US*HP3U55RG0				
						REPLACEMENT CUTTING MAT				
						ACCOUNT TOTAL	257.87	.00	257.87	
101-1060-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
1682		10/23	AP	03/13/23	0142867	US BANK	85.00			04/06/23
						INTUIT *QBOOKS ONLINE				
						QUICKBOOKS MONTHLY SUB.				
1682		10/23	AP	02/22/23	0142867	US BANK	300.00			04/06/23
						WORDPRESS A1ZFMF904B				
						WEBSITE RENEWAL 1 YR SUB.				
						ACCOUNT TOTAL	385.00	.00	385.00	
101-1060-423.83-06						TRANSPORTATION&EDUCATION / EDUCATION				

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued			
1682		10/23 AP		03/15/23	0142867 US BANK	30.00		04/06/23	
					IOWA LIBRARY ASSOCIATION				
					ILA SPRING LEADERSHIP REG				
					ACCOUNT TOTAL	30.00	.00	30.00	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1682		10/23 AP		03/15/23	0142867 US BANK	297.45		04/06/23	
					THE WEBSTAUANT STORE INC				
					FOTL:COLAB-CART, PAPER,				
1682		10/23 AP		03/14/23	0142867 US BANK	90.91		04/06/23	
					AMZN MKTP US*HC5S40000				
					FOTL:COLAB-TAPE, CHARMS,				
1682		10/23 AP		03/13/23	0142867 US BANK	80.00		04/06/23	
					AMAZON.COM*HG0PA6YNO AMZN				
					FOTL:ADULT-NOTEBOOKS				
1682		10/23 AP		03/13/23	0142867 US BANK	33.98		04/06/23	
					AMZN MKTP US*HG7C92Q60				
					FOTL:ADULT-SANDPAPER				
1682		10/23 AP		03/13/23	0142867 US BANK	17.64		04/06/23	
					AMZN MKTP US*HG7Q64UV0				
					FOTL:COLAB-JEWELRY CHARMS				
1682		10/23 AP		03/13/23	0142867 US BANK	10.98		04/06/23	
					AMZN MKTP US*HG80P3YX0				
					FOTL:COLAB-JEWELRY CHARMS				
1682		10/23 AP		03/09/23	0142867 US BANK	134.87		04/06/23	
					MICHAELS STORES 1246				
					FOTL:ADULT-ART SUPPLIES				
1682		10/23 AP		03/06/23	0142867 US BANK	6.79		04/06/23	
					AMZN MKTP US*HD48V3RQ1				
					FOTL:YOUTH-CONTACT PAPER				
1682		10/23 AP		03/06/23	0142867 US BANK	28.37		04/06/23	
					AMZN MKTP US*H58RM3OI1				
					FOTL:YOUTH-CHIPBOARD				
1682		10/23 AP		03/06/23	0142867 US BANK	178.29		04/06/23	
					AMZN MKTP US*H59OL3Q60				
					FOTL:ADULT-ART SUPPLIES				
1682		10/23 AP		03/06/23	0142867 US BANK	103.13		04/06/23	
					AMZN MKTP US*HD3E58YN2				
					FOTL:YOUTH-TOYS (BRICKS,				
1682		10/23 AP		03/02/23	0142867 US BANK	18.99		04/06/23	
					AMZN MKTP US*HD2F39B41				
					FOTL:YA-BOWLS				
1682		10/23 AP		02/27/23	0142867 US BANK		27.96	04/06/23	
					AMZN MKTP US				
					FOTL:YOUTH-REFUND ON SEAT				
1682		10/23 AP		02/27/23	0142867 US BANK	17.97		04/06/23	
					AMZN MKTP US*HP8CX29L1				
					FOTL:YA-READING STICKERS				
1682		10/23 AP		02/27/23	0142867 US BANK	128.48		04/06/23	
					AMZN MKTP US*HD8RU2BY0				
					FOTL:YA-GAMES				
					ACCOUNT TOTAL	1,147.85	27.96	1,119.89	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
1682		10/23 AP		03/15/23	0142867 US BANK	174.00		04/06/23	
					PUTNAM MUSEUM				
					BERG 2 RMB ADVENTURE PASS				
1682		10/23 AP		03/15/23	0142867 US BANK	174.00		04/06/23	
					PUTNAM MUSEUM				
					BERG 2 RMB ADVENTURE PASS				
					ACCOUNT TOTAL	348.00	.00	348.00	

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
ACCOUNTING PERIOD 09/2023

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				
1682		10/23	AP	03/14/23	0142867	US BANK	19.99		04/06/23	
						AMAZON.COM*HG01R5XB2				
1682		10/23	AP	03/02/23	0142867	US BANK	9.30		04/06/23	
						AMZN MKTP US*H557W7J40				
						ADULT BOOKS				
						ACCOUNT TOTAL	29.29	.00	29.29	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1682		10/23	AP	03/07/23	0142867	US BANK	46.53		04/06/23	
						AMAZON.COM*H510G80N2				
1682		10/23	AP	03/06/23	0142867	US BANK	47.59		04/06/23	
						AMAZON.COM*HD67W4RX1				
1682		10/23	AP	02/27/23	0142867	US BANK	9.99		04/06/23	
						AMAZON.COM*HP8IL8UE2 AMZN				
						YOUNG ADULT BOOKS				
						ACCOUNT TOTAL	104.11	.00	104.11	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1682		10/23	AP	03/20/23	0142867	US BANK	88.53		04/06/23	
						AMZN MKTP US*HC8NR6AR2 AM				
1682		10/23	AP	03/15/23	0142867	US BANK	24.68		04/06/23	
						AMAZON.COM*HG97J4KU1 AMZN				
1682		10/23	AP	03/14/23	0142867	US BANK	32.79		04/06/23	
						AMAZON.COM*HC8SF0ZB0				
1682		10/23	AP	03/01/23	0142867	US BANK	9.99		04/06/23	
						AMAZON.COM*HD5LW3PG1 AMZN				
1682		10/23	AP	03/01/23	0142867	US BANK	53.16		04/06/23	
						AMAZON.COM*H592C1CLO AMZN				
1682		10/23	AP	02/27/23	0142867	US BANK	19.95		04/06/23	
						AMZN MKTP US*HP0CI17Y2				
1682		10/23	AP	02/22/23	0142867	US BANK	12.99		04/06/23	
						AMAZON.COM*HP9MW4EB1				
1682		10/23	AP	02/22/23	0142867	US BANK	40.97		04/06/23	
						AMAZON.COM*HP4CD7JT2				
1682		10/23	AP	02/21/23	0142867	US BANK	27.99		04/06/23	
						AMAZON.COM*HP86B2KE0 AMZN				
1682		10/23	AP	02/21/23	0142867	US BANK	20.32		04/06/23	
						AMZN MKTP US*HP2DX4361				
1682		10/23	AP	02/21/23	0142867	US BANK	28.13		04/06/23	
						AMZN MKTP US*HP6VE6321				
						YOUTH BOOKS				
						ACCOUNT TOTAL	359.50	.00	359.50	
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO										
1682		10/23	AP	02/27/23	0142867	US BANK	10.98		04/06/23	
						AMZN MKTP US*HP0YZ27D2				
						YOUTH CD MUSIC				

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO						continued				
ACCOUNT TOTAL							10.98	.00	10.98	
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS										
1682		10/23 AP		03/17/23	0142867	US BANK	20.98			04/06/23
AMAZON.COM*HC3361Z41 AMZN										
HOTSPOT CASES										
1682		10/23 AP		03/10/23	0142867	US BANK	8.99			04/06/23
WEST MUSIC - CEDAR FALLS										
BANJO STRINGS										
1682		10/23 AP		03/06/23	0142867	US BANK	51.98			04/06/23
AMAZON.COM*HD9Y75952										
BOARD GAMES										
1682		10/23 AP		03/06/23	0142867	US BANK	109.22			04/06/23
AMZN MKTP US*HD41Q4IR1										
BOARD GAMES										
ACCOUNT TOTAL							191.17	.00	191.17	
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1680		10/23 AP		03/06/23	0142867	US BANK	258.20			04/06/23
UNITED 0162469619801										
FLIGHT TO WASH,DC-R.GAINE										
ACCOUNT TOTAL							258.20	.00	258.20	
101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1680		10/23 AP		02/24/23	0142867	US BANK	149.18			04/06/23
AMERIC INN										
HOTEL-R. GREEN 2/20-2/23										
ACCOUNT TOTAL							149.18	.00	149.18	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1680		10/23 AP		03/17/23	0142867	US BANK	94.00			04/06/23
NEW DAY FILMS										
FILM, LICENSE FOR FILM										
1680		10/23 AP		03/17/23	0142867	US BANK	75.00			04/06/23
SOCIALCUTOUTS										
SIGN FOR STUDENT EXHIBIT										
1680		10/23 AP		02/22/23	0142867	US BANK	10.00			04/06/23
FACEBK AM5W5NTYN2										
AD; BULGARIAN ROSE TALK										
ACCOUNT TOTAL							179.00	.00	179.00	
101-1199-421.31-12 HUMAN DEVELOPMENT GRANTS / GRANTS-CULT IAC GEN OP										
1680		10/23 AP		02/22/23	0142867	US BANK	36.00			04/06/23
BUSY BEAVER BUTTON CO.										
BULGARIAN ROSE BUTTONS										
ACCOUNT TOTAL							36.00	.00	36.00	

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING											
1705		10/23	AP	03/24/23	0000000	COURIER LEGAL COMMUNICATIONS	45.76			04/11/23	
		PH ZONING-COND. USES									
1705		10/23	AP	03/21/23	0000000	COURIER LEGAL COMMUNICATIONS	161.12			04/11/23	
		FY24 MAX LEVY NOTICE									
1705		10/23	AP	03/20/23	0000000	COURIER LEGAL COMMUNICATIONS	466.64			04/11/23	
		MINUTES/VENDORS 03/06 MTG									
1705		10/23	AP	03/14/23	0000000	COURIER LEGAL COMMUNICATIONS	103.04			04/11/23	
		PH NTC.4919 HUDSON ROAD									
1705		10/23	AP	03/14/23	0000000	COURIER LEGAL COMMUNICATIONS	53.86			04/11/23	
		PH NTC.-SANDS									
1705		10/23	AP	03/10/23	0000000	COURIER LEGAL COMMUNICATIONS	48.69			04/11/23	
		PH NTC.-PR									
1705		10/23	AP	03/10/23	0000000	COURIER LEGAL COMMUNICATIONS	49.28			04/11/23	
		PH NTC.-PR									
1705		10/23	AP	03/10/23	0000000	COURIER LEGAL COMMUNICATIONS	55.72			04/11/23	
		PH NTC.-PR									
1705		10/23	AP	03/03/23	0000000	COURIER LEGAL COMMUNICATIONS	161.12			04/11/23	
		CLAIMS 02/20 MTG									
1705		10/23	AP	02/28/23	0000000	COURIER LEGAL COMMUNICATIONS	170.47			04/11/23	
		ORDINANCE #3023									
1705		10/23	AP	02/28/23	0000000	COURIER LEGAL COMMUNICATIONS	64.50			04/11/23	
		ORDINANCE #3024									
1705		10/23	AP	02/28/23	0000000	COURIER LEGAL COMMUNICATIONS	93.19			04/11/23	
		PH NTC.-4919 HUDSON RD									
		ACCOUNT TOTAL						1,473.39	.00	1,473.39	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1634		10/23	AP	03/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.90			04/11/23	
		11X17 COPY PAPER									
1638		10/23	AP	03/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.94			04/11/23	
		BATTERIES, PENS									
1638		10/23	AP	03/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.29			04/11/23	
		COPY PAPER									
		ACCOUNT TOTAL						9.13	.00	9.13	
101-2205-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
1680		10/23	AP	02/28/23	0142867	US BANK	49.00			04/06/23	
		IN *CEDAR VALLEY HOME BUI HOUSING CONF-S SHEETZ									
		ACCOUNT TOTAL						49.00	.00	49.00	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1634		10/23	AP	03/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	18.18			04/11/23	
		11X17 COPY PAPER									

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued		
1638		10/23 AP		03/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	7.86		04/11/23
					BATTERIES, PENS			
1638		10/23 AP		03/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	12.20		04/11/23
					COPY PAPER			
1680		10/23 AP		02/22/23	0142867 US BANK	5.32		04/06/23
					AMZN MKTP US*HP2TH1TT1 ADHESIVE LABEL POCKETS			
ACCOUNT TOTAL						43.56	.00	43.56
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS								
1638		10/23 AP		03/21/23	0000000 SERVICEWEAR APPAREL, INC.	17.12		04/11/23
					UNIFORMS-J WARDELL HEAVY WEIGHT HENLEY			
1638		10/23 AP		03/13/23	0000000 SERVICEWEAR APPAREL, INC.		17.12	04/11/23
					CREDIT FOR WRONG SHIRT 0051395839 J WARDELL			
1638		10/23 AP		02/24/23	0000000 SERVICEWEAR APPAREL, INC.	17.12		04/11/23
					UNIFORM-J WARDELL CREDITED ON 00875833			
1638		10/23 AP		02/22/23	0000000 SERVICEWEAR APPAREL, INC.		17.12	04/11/23
					CREDIT FOR WRONG SHIRT 0051291240 J WARDELL			
1638		10/23 AP		02/13/23	0000000 SERVICEWEAR APPAREL, INC.	17.12		04/11/23
					UNIFORM-J WARDELL CREDITED ON 00795869			
ACCOUNT TOTAL						51.36	34.24	17.12
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1680		10/23 AP		03/09/23	0142867 US BANK	110.00		04/06/23
					INT'L CODE COUNCIL INC CERTIFICATION RENEWAL			
1680		10/23 AP		03/02/23	0142867 US BANK	100.00		04/06/23
					INT'L CODE COUNCIL INC CERTIFICATE RENEWAL			
1680		10/23 AP		02/22/23	0142867 US BANK	230.00		04/06/23
					INT'L CODE COUNCIL INC CERTIFICATION TESTING			
ACCOUNT TOTAL						440.00	.00	440.00
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1634		10/23 AP		03/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	13.99		04/11/23
					11X17 COPY PAPER			
1638		10/23 AP		03/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	23.66		04/11/23
					3 SLOT FILES			
1638		10/23 AP		03/22/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	16.89		04/11/23
					TAPE & CLIP DISPENSERS, 3 SLOT FILE			
1638		10/23 AP		03/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.77		04/11/23
					BATTERIES, PENS			
1638		10/23 AP		03/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	9.39		04/11/23
					COPY PAPER			
1680		10/23 AP		02/22/23	0142867 US BANK	5.33		04/06/23
					AMZN MKTP US*HP2TH1TT1 ADHESIVE LABEL POCKETS			

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
ACCOUNT TOTAL							73.03	.00	73.03
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING									
1638		10/23	AP	02/15/23	0000000	COURIER LEGAL COMMUNICATIONS PUBLIC HEARING LIMITED	45.76		04/11/23
ACCOUNT TOTAL							45.76	.00	45.76
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1680		10/23	AP	02/28/23	0142867	US BANK IN *CEDAR VALLEY HOME BUI	49.00		04/06/23
ACCOUNT TOTAL							49.00	.00	49.00
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1677		10/23	AP	03/27/23	0000000	OFFICE EXPRESS OFFICE PRODUCT FOLDER LABELS	8.98		04/11/23
1680		10/23	AP	03/16/23	0142867	US BANK AMZN MKTP US*HG8FG9SZ2	69.20		04/06/23
1680		10/23	AP	03/16/23	0142867	US BANK AMZN MKTP US*HC8QJ5CQ1	146.83		04/06/23
ACCOUNT TOTAL							225.01	.00	225.01
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
1677		10/23	AP	03/22/23	0000000	WITTENBURG, DARCY BASEBALL/SOFTBALL TEAM	100.00		04/11/23
1677		10/23	AP	03/16/23	0000000	XPRESSIONS YOUTH SPORT SHIRTS	645.00		04/11/23
ACCOUNT TOTAL							745.00	.00	745.00
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
1677		10/23	AP	04/04/23	0000000	RMP SPORTS INC BALLFIELDS	336.99		04/11/23
1677		10/23	AP	03/28/23	0000000	MENARDS-CEDAR FALLS PAINT	23.96		04/11/23
1680		10/23	AP	03/10/23	0142867	US BANK PY *SHIRT SHACK INC.	383.76		04/06/23
ACCOUNT TOTAL							744.71	.00	744.71

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-2253-423.72-42					OPERATING SUPPLIES / SWIM LESSON SUPPLIES				
1680		10/23 AP		03/13/23	0142867 US BANK	329.56		04/06/23	
					AMZN MKTP US*HG9D94R00 KICK BOARDS/DIVING RINGS				
					ACCOUNT TOTAL	329.56	.00	329.56	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP									
1680		10/23 AP		03/13/23	0142867 US BANK	46.99		04/06/23	
					AMZN MKTP US*HG2GI1Q50 LACROSSE BALLS-STRETCH CL				
1680		10/23 AP		03/13/23	0142867 US BANK	87.46		04/06/23	
					NATIONAL GYM SUPPLY INC TREADMILL PARTS				
1680		10/23 AP		03/01/23	0142867 US BANK	101.19		04/06/23	
					AMAZON.COM*H574P7420 AMZN FLOOR MATS-YOUTH EXPRESSO				
					ACCOUNT TOTAL	235.64	.00	235.64	
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES									
1680		10/23 AP		03/13/23	0142867 US BANK	111.27		04/06/23	
					AMZN MKTP US*HG7QA33X1 TOT SPORTS-BALLS/STICKERS				
1680		10/23 AP		03/10/23	0142867 US BANK	20.43		04/06/23	
					AMZN MKTP US*H55RL97W2 TOT SPORTS-BALLS/STICKERS				
1680		10/23 AP		03/10/23	0142867 US BANK	144.52		04/06/23	
					AMZN MKTP US*H58TA1KG2 TOTS SPORTS-BALLS/BEADS				
1680		10/23 AP		03/10/23	0142867 US BANK	25.93		04/06/23	
					AMZN MKTP US*HG6960CU1 TOTS SPORTS-BALLS/BEADS				
1680		10/23 AP		03/10/23	0142867 US BANK	13.88		04/06/23	
					AMZN MKTP US*HG2F48550 TOTS SPORT-BRACELET STRNG				
					ACCOUNT TOTAL	316.03	.00	316.03	
101-2253-423.73-18 OTHER SUPPLIES / LIFEGUARD TRAINING SUPP.									
1680		10/23 AP		03/16/23	0142867 US BANK	611.14		04/06/23	
					THE LIFEGUARD STORE RESCUE TUBES/FANNY PACKS				
1680		10/23 AP		03/15/23	0142867 US BANK	259.80		04/06/23	
					AMZN MKTP US*HG1NS2211 CPR MASKS & VALVES				
					ACCOUNT TOTAL	870.94	.00	870.94	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA									
1680		10/23 AP		03/16/23	0142867 US BANK	9.00		04/06/23	
					FACEBK Q42L6MBR72 "REGISTER HERE" POST				
					ACCOUNT TOTAL	9.00	.00	9.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
ACCOUNTING PERIOD 09/2023

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
1677		10/23	AP	03/31/23	0000000	CULLIGAN WATER CONDITIONING	262.65			04/11/23
						SERVICE & SALT DELIVERY				
1677		10/23	AP	03/31/23	0000000	ARAMARK	26.25			04/11/23
						REC CTR MATS				
1677		10/23	AP	03/22/23	0000000	POLK'S LOCK SERVICE, INC.	216.25			04/11/23
						MPR STEAM ROOM LOCK REPAIR				
						ACCOUNT TOTAL	505.15	0.00		505.15
101-2253-423.86-31						REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.				
1680		10/23	AP	03/06/23	0142867	US BANK	68.45			04/06/23
						O DONNELL ACE HARDWARE				
1680		10/23	AP	03/03/23	0142867	US BANK	210.00			04/06/23
						DPH REGULATORY PROGRAMS 2023 POOL LICENSE-FALLS				
						ACCOUNT TOTAL	278.45	0.00		278.45
101-2280-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1611		10/23	AP	03/29/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.32			04/11/23
						PENS				
1611		10/23	AP	03/28/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	44.61			04/11/23
						LABELS, PENCILS, TAPE				
1680		10/23	AP	03/06/23	0142867	US BANK	13.98			04/06/23
						AMAZON.COM*H59IY1F11				
1680		10/23	AP	02/27/23	0142867	US BANK	39.99			04/06/23
						AMZN MKTP US*HP88K6921				
1680		10/23	AP	02/27/23	0142867	US BANK	33.99			04/06/23
						AMZN MKTP US*HD98T4QF0 AM				
						ACCOUNT TOTAL	147.89	0.00		147.89
101-2280-423.72-70						OPERATING SUPPLIES / CLASSROOM SUPPLIES				
1680		10/23	AP	03/20/23	0142867	US BANK	88.16			04/06/23
						MICHAELS #9490				
1680		10/23	AP	03/20/23	0142867	US BANK	54.51			04/06/23
						MICHAELS #9490				
1680		10/23	AP	03/17/23	0142867	US BANK	4.14			04/06/23
						MICHAELS #9490				
1680		10/23	AP	03/13/23	0142867	US BANK	39.73			04/06/23
						HOBBY-LOBBY #0135				
1680		10/23	AP	03/13/23	0142867	US BANK	247.43			04/06/23
						WAL-MART #0753				
1680		10/23	AP	03/08/23	0142867	US BANK	68.95			04/06/23
						AMZN MKTP US*H54V93BR1				
1680		10/23	AP	03/06/23	0142867	US BANK	139.30			04/06/23
						THE HOME DEPOT #2101				
						PLYWOOD FOR ART HORSES				

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued					
1680		10/23 AP		03/06/23	0142867	US BANK	50.00			04/06/23	
		AMZN MKTP			US*H52N055Z0	OWL PELLETS					
1680		10/23 AP		02/24/23	0142867	US BANK	102.49			04/06/23	
		WAL-MART			#0753	BOXES, PASTA, FLOUR					
		ACCOUNT TOTAL						794.71	.00		794.71
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES											
1680		10/23 AP		03/03/23	0142867	US BANK	16.07			04/06/23	
		O DONNELL			ACE HARDWARE	HARDWARE FOR HANGING					
		ACCOUNT TOTAL						16.07	.00		16.07
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE											
1611		10/23 AP		03/31/23	0000000	KENYON, JAMES	48.00			04/11/23	
				2 ECHOS IN HALLWAY BOOKS							
		ACCOUNT TOTAL						48.00	.00		48.00
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE											
1680		10/23 AP		03/13/23	0142867	US BANK	33.94			04/06/23	
		USPS PO			1814940913	POSTAGE - MAIL TO OPN					
		ACCOUNT TOTAL						33.94	.00		33.94
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES											
1680		10/23 AP		02/27/23	0142867	US BANK		57.78		04/06/23	
		TARGET			00025262	REFUND FOR SUPPLY RACKS					
1680		10/23 AP		02/27/23	0142867	US BANK	57.78			04/06/23	
		TARGET			00025262	CERAMIC SUPPLY RACKS					
1680		10/23 AP		02/27/23	0142867	US BANK	54.00			04/06/23	
		TARGET			00025262	CERAMIC SUPPLY RACKS					
1680		10/23 AP		02/23/23	0142867	US BANK	29.79			04/06/23	
		DIAMOND			VOGEL PAINT #210	PAINT, ROLLER ED OFFICE					
		ACCOUNT TOTAL						141.57	57.78		83.79
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
1611		10/23 AP		03/31/23	0000000	ARAMARK	13.74			04/11/23	
		MAT SERVICE									
1611		10/23 AP		03/21/23	0000000	JACK, ZACHARY M.	250.00			04/11/23	
		WORKSHOP AND TALK 5/7/23									
1611		10/23 AP		01/04/23	0000000	SCHWESTKA, SCOT	175.00			04/11/23	
		MIDDAY MELODIES 5/12/23									

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES							continued		
ACCOUNT TOTAL							438.74	.00	438.74
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
1680		10/23	AP	03/16/23	0142867	US BANK	35.00		04/06/23
BUSY BEAVER BUTTON CO. CF STUDENT EXHIBIT BUTTON									
1680		10/23	AP	03/06/23	0142867	US BANK	8.41		04/06/23
FACEBK FH96PN3ZN2 SPRING BROCHURE AD									
1680		10/23	AP	03/06/23	0142867	US BANK	8.13		04/06/23
FACEBK PQCFPN3ZN2 SPRING BROCHURE AD									
1611		10/23	AP	01/17/23	0000000	CEDAR FALLS TOURISM/VISITORS	1,000.00		04/11/23
CF 2023 POCKET GUIDE AD									
ACCOUNT TOTAL							1,051.54	.00	1,051.54
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1680		10/23	AP	03/10/23	0142867	US BANK	59.98		04/06/23
HY-VEE CEDAR FALLS 1052 FOOD FOR RECEPTION 3/9/23									
ACCOUNT TOTAL							59.98	.00	59.98
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
1671		10/23	AP	03/31/23	0000000	ARAMARK	7.25		04/11/23
TOWELS-STATION #2									
1671		10/23	AP	03/31/23	0000000	ARAMARK	24.60		04/11/23
TOWELS,MATS-PSS BUILDING									
ACCOUNT TOTAL							31.85	.00	31.85
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
1671		10/23	AP	03/03/23	0000000	SANDRY FIRE SUPPLY, L.L.C.	301.00		04/11/23
HOSES FOR 561/562									
ACCOUNT TOTAL							301.00	.00	301.00
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1680		10/23	AP	03/20/23	0142867	US BANK	205.37		04/06/23
WA PUMPER/OPERATOR BOOKS									
1680		10/23	AP	03/09/23	0142867	US BANK	163.00		04/06/23
INT'L CODE COUNCIL INC UPDATED CODE BOOKS-FIRE									
1680		10/23	AP	03/03/23	0142867	US BANK	154.00		04/06/23
INT'L CODE COUNCIL INC UPDATED CODE BOOKS-FIRE									
ACCOUNT TOTAL							522.37	.00	522.37

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.72-20				OPERATING SUPPLIES / OFFICERS EQUIPMENT					
1671		10/23 AP		03/29/23	0000000	IOWA SPORTS SUPPLY, INC.	135.00		04/11/23
				RETIREMNT PLAQUE-BOSTWICK					
				ACCOUNT TOTAL			135.00	.00	135.00
101-4511-414.72-23				OPERATING SUPPLIES / RADIO & MDC FEES					
1671		10/23 AP		03/29/23	0000000	EMERGENCY SERVICES MARKETING	810.00		04/11/23
				SUBSCRIPTION FEE-DISPATCH		04/15/23 - 04/14/24			
				ACCOUNT TOTAL			810.00	.00	810.00
101-4511-414.72-99				OPERATING SUPPLIES / POSTAGE					
1671		10/23 AP		03/29/23	0000000	FEDERAL EXPRESS	21.34		04/11/23
				SHIP TO PK SAFETY		MCNAMARA			
				ACCOUNT TOTAL			21.34	.00	21.34
101-4511-414.73-10				OTHER SUPPLIES / HEADQUARTER SUPPLIES					
1680		10/23 AP		03/02/23	0142867	US BANK	156.32		04/06/23
				FIREAWARDS.COM		ANNUAL SERVICE AWARDS			
1681		10/23 AP		02/28/23	0000000	NAPA AUTO PARTS	55.95		04/11/23
				NAPA PARTS					
1645		09/23 AP		08/25/22	0141431	US BANK	99.99		03/31/23
				THE HOME DEPOT #2101		300 PIECE DRILL BIT SET			
1645		09/23 AP		07/28/22	0141078	FASTENAL COMPANY	247.37		03/31/23
				DRILL BITS					
				ACCOUNT TOTAL			559.63	.00	559.63
101-4511-414.81-01				PROFESSIONAL SERVICES / PROFESSIONAL SERVICES					
1671		10/23 AP		04/05/23	0000000	UNIV.OF IOWA HOSPITALS-CLINIC	34.00		04/11/23
				4 BLS PROVIDER CPR CARDS		4/2/23			
				ACCOUNT TOTAL			34.00	.00	34.00
101-4511-414.81-75				PROFESSIONAL SERVICES / NIRG					
1671		10/23 AP		02/08/23	0000000	BLACK HAWK CO.TREASURER	19,630.00		04/11/23
				FY23 HAZMAT CONTRIBUTION					
				ACCOUNT TOTAL			19,630.00	.00	19,630.00
101-4511-414.83-06				TRANSPORTATION&EDUCATION / EDUCATION					
1671		10/23 AP		04/05/23	0000000	UNIV.OF IOWA HOSPITALS-CLINIC	153.00		04/11/23

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION				continued
1680				10/23	AP 03/13/23 0142867	US BANK	25.00			04/06/23
						18 BLS PROVIDER CPR CARDS				3/10/23 & 3/14/23
1671				10/23	AP 03/06/23 0000000	UNIV.OF IOWA HOSPITALS-CLINIC	76.50			04/11/23
						NATIONAL REGISTRY EMT				EMT RECERT.FEE-JOSH GETZ
1680				10/23	AP 02/21/23 0142867	US BANK	209.69			04/06/23
						BLS CPR CARDS				3/5/23 & 3/6/23
						AMERICAN HEART SHOPCPR				CPR TRAINING VIDEO
						ACCOUNT TOTAL	464.19	.00		464.19
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1645				09/23	AP 12/12/22 0142221	SANDRY FIRE SUPPLY, L.L.C.	202.03			03/31/23
						SCBA;2022 CYLINDER REPAIR				VALVES,BOLTS,NUT,ORING
						ACCOUNT TOTAL	202.03	.00		202.03
101-4511-414.86-50						REPAIR & MAINTENANCE / SERVICE CONTRACTS				
1671				10/23	AP 04/03/23 0000000	MIDWEST BREATHING AIR L.L.C.	464.89			04/11/23
						QTRLY AIR TEST;				REPAIR/MAINT 4600 S MAIN
						ACCOUNT TOTAL	464.89	.00		464.89
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
1680				10/23	AP 03/13/23 0142867	US BANK		200.00		04/06/23
						FSP*BROWNS SHOE FIT CO -C				RETURNED SHOES-LADAGE
						ACCOUNT TOTAL	.00	200.00		200.00-
101-4511-414.93-01						EQUIPMENT / EQUIPMENT				
1645				09/23	AP 12/12/22 0142221	SANDRY FIRE SUPPLY, L.L.C.		202.03		03/31/23
						ACCOUNT CORRECTION				SCBA;2022 CYLINDER REPAIR
1645				09/23	AP 08/25/22 0141431	US BANK		99.99		03/31/23
						ACCOUNT CORRECTION				THE HOME DEPOT #2101
1645				09/23	AP 07/28/22 0141078	FASTENAL COMPANY		247.37		03/31/23
						ACCOUNT CORRECTION				DRILL BITS
						ACCOUNT TOTAL	.00	549.39		549.39-
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1664				10/23	AP 03/28/23 0000000	DES MOINES STAMP MFG. CO.	36.50			04/11/23
						PS PAYABLES STAMP				
1664				10/23	AP 03/28/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	149.51			04/11/23
						STAPLERS;STAPLE REMOVERS				TAPE DISPENSERS;TAPE
1664				10/23	AP 03/27/23 0000000	STOREY KENWORTHY	260.00			04/11/23

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
1664				10/23 AP 03/24/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	10.25		04/11/23	
1664				10/23 AP 03/23/23	0000000 EXPO DRY ERASE MARKERS OFFICE EXPRESS OFFICE PRODUCT	221.44		04/11/23	
1680				10/23 AP 03/03/23	0142867 PAPER;BINDERS;PENS;DIVIDR US BANK	107.87		04/06/23	
					AMAZON.COM*HD8KISUP1 AMZN LAMINATING SHEETS-POLICE				
ACCOUNT TOTAL						785.57	.00	785.57	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1664				10/23 AP 04/01/23	0000000 THOMSON REUTERS - WEST	299.93		04/11/23	
1671				10/23 AP 03/31/23	0000000 INVESTIGATIVE SOFTWARE 3/1/23 - 3/31/23	18.61		04/11/23	
1664				10/23 AP 03/30/23	0000000 ARAMARK	100.00		04/11/23	
1664				10/23 AP 03/29/23	0000000 MATS-PSS BUILDING RASMUSSEN CO., THE	236.40		04/11/23	
1680				10/23 AP 03/14/23	0142867 TOW;CASE#23025690 SIGNS BY TOMORROW CHILD ABUSE/DA	15.00		04/06/23	
1680				10/23 AP 03/13/23	0142867 LEXISNEXIS ECRASH US BANK	266.16		04/06/23	
1705				10/23 AP 03/03/23	0000000 DASH MEDICAL GLOVES 3 CS. BLACK MAXX GLOVES	66.29		04/11/23	
1680				10/23 AP 03/02/23	0142867 ON-SITE DOC. DESTRUCTION SHRED-IT USA TICKET #8153011488	220.00		04/06/23	
1680				10/23 AP 03/02/23	0142867 AMZN MKTP US*HD2I51HO2 US BANK	156.32		04/06/23	
					FIREAWARDS.COM ANNUAL SERVICE AWARDS				
ACCOUNT TOTAL						1,378.71	.00	1,378.71	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1705				10/23 AP 04/05/23	0000000 SCHEELS ALL SPORTS	184.99		04/11/23	
1664				10/23 AP 04/03/23	0000000 NEW BIKE PATROL EQUIP. SHORTS/HELMET/GLOVES	793.12		04/11/23	
1680				10/23 AP 03/20/23	0142867 1 VEST-RICHTER US BANK	74.08		04/06/23	
					AMZN MKTP US*H74014LH0 RIFLE CARRYING CASES-2				
ACCOUNT TOTAL						1,052.19	.00	1,052.19	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM									
1680				10/23 AP 03/02/23	0142867 US BANK	78.18		04/06/23	
					FIREAWARDS.COM ANNUAL SERVICE AWARDS				
ACCOUNT TOTAL						78.18	.00	78.18	

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1664				10/23	AP 03/15/23 0000000	NET TRANSCRIPTS, INC. TRANSCRIPTION SERVICES #21056919;#22092154;CFCSD	141.72			04/11/23
						ACCOUNT TOTAL	141.72	.00	141.72	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1680				10/23	AP 03/10/23 0142867	US BANK	248.64			04/06/23
						HILTON GARDEN INN WEST DE HTL.-IAWP ANN.CONF.-K.REA				
1680				10/23	AP 03/10/23 0142867	US BANK	248.64			04/06/23
						HILTON GARDEN INN WEST DE HTL.-IAWP CONF.-S. MOORE				
1680				10/23	AP 03/08/23 0142867	US BANK	11.45			04/06/23
						GREAT AMERICAN GRILLE MEALS-IAWP ANNUAL CONF.				
1680				10/23	AP 03/07/23 0142867	US BANK	65.16			04/06/23
						CHEESECAKE DES MOINE MEALS-IAWP ANNUAL CONF.				
1680				10/23	AP 02/27/23 0142867	US BANK	179.20			04/06/23
						DOUBLE TREE IN DAVENPORT HTL-COMM.& CONTROL-MADSEN				
1680				10/23	AP 02/27/23 0142867	US BANK	179.20			04/06/23
						DOUBLE TREE IN DAVENPORT HTL-COMM,&CONTROL-HANCOCK				
						ACCOUNT TOTAL	932.29	.00	932.29	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1680				10/23	AP 03/10/23 0142867	US BANK	65.00			04/06/23
						NFPA NATL FIRE PROTECT REG:FIRE ALARM BASICS				
1680				10/23	AP 02/24/23 0142867	US BANK	250.00			04/06/23
						GLOCK PROFESSIONAL INC REG:ARMORER CSE-HERNANDEZ				
						ACCOUNT TOTAL	315.00	.00	315.00	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
1664				10/23	AP 03/30/23 0000000	ENTENMANN-ROVIN CO.	357.00			04/11/23
						5 BADGE REPAIRS/CHANGES				
						ACCOUNT TOTAL	357.00	.00	357.00	
101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE										
1664				10/23	AP 04/03/23 0000000	GALLS, LLC	846.54			04/11/23
						10 SOFTSHELL GUN CASES				
						ACCOUNT TOTAL	846.54	.00	846.54	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
1664				10/23	AP 04/03/23 0000000	WATERLOO, CITY OF	6,705.30			04/11/23
						ANIMAL CALLS;3/1-3/31/23				

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND										
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
						continued				
ACCOUNT TOTAL						6,705.30	.00	6,705.30		
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1681				10/23 AP 03/30/23 0000000	C & C WELDING & SANDBLASTING ALUMINUM	47.04			04/11/23	
1693				10/23 AP 03/29/23 0000000	MENARDS-CEDAR FALLS TRAILER SUPPLIES	59.36			04/11/23	
1637				10/23 AP 03/24/23 0000000	OFFICE EXPRESS OFFICE PRODUCT PENS AND OFFICE PAPER	3.13			04/11/23	
1626				10/23 AP 03/16/23 0000000	MENARDS-CEDAR FALLS CEMETERY TRAILER PARTS	11.78			04/11/23	
1681				10/23 AP 02/28/23 0000000	NAPA AUTO PARTS NAPA PARTS	861.41			04/11/23	
ACCOUNT TOTAL						982.72	.00	982.72		
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1693				10/23 AP 03/29/23 0000000	OFFICE EXPRESS OFFICE PRODUCT CLEANER, TISSUES, TOWELS	259.09			04/11/23	
PROJECT#:				062501						
1693				10/23 AP 03/29/23 0000000	OFFICE EXPRESS OFFICE PRODUCT CLEANER, TISSUES, TOWELS	245.55			04/11/23	
PROJECT#:				062506						
1693				10/23 AP 03/29/23 0000000	OFFICE EXPRESS OFFICE PRODUCT CLEANER, TISSUES, TOWELS	60.20			04/11/23	
PROJECT#:				062510						
1626				10/23 AP 03/24/23 0000000	OFFICE EXPRESS OFFICE PRODUCT TISSUE AND LINERS	117.98			04/11/23	
PROJECT#:				062501						
1637				10/23 AP 03/24/23 0000000	OFFICE EXPRESS OFFICE PRODUCT PENS AND OFFICE PAPER	3.13			04/11/23	
1626				10/23 AP 03/23/23 0000000	OFFICE EXPRESS OFFICE PRODUCT SOAP	85.98			04/11/23	
PROJECT#:				062506						
1626				10/23 AP 03/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT DISINFECTANT, TOWELS,	353.02			04/11/23	
PROJECT#:				062505						
1626				10/23 AP 03/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT DISINFECTANT, TOWELS,	957.39			04/11/23	
PROJECT#:				062506						
1626				10/23 AP 03/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT DISINFECTANT, TOWELS,	251.87			04/11/23	
PROJECT#:				062507						
1626				10/23 AP 03/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT DISINFECTANT, TOWELS,	88.10			04/11/23	
PROJECT#:				062511						

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-6616-446.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES				continued			
1626		10/23	AP	03/21/23 0000000	O'DONNELL ACE HARDWARE	9.99		04/11/23
					PAINT BRUSH AND CADDY			
	PROJECT#:			062501				
1693		10/23	AP	03/20/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	74.99		04/11/23
					TISSUE			
	PROJECT#:			062508				
1680		10/23	AP	03/17/23 0142867	US BANK	17.00		04/06/23
					AMZN MKTP US*HC6MG7LJ1			
	PROJECT#:			062507				
1626		10/23	AP	03/16/23 0000000	MENARDS-CEDAR FALLS	87.39		04/11/23
					SCREWS, ANCHORS, GROUT			
	PROJECT#:			062501				
1626		10/23	AP	03/16/23 0000000	SAM ANNIS & CO.	470.54		04/11/23
					FUEL FOR GENERATOR			
	PROJECT#:			062511				
1680		10/23	AP	03/13/23 0142867	US BANK	40.76		04/06/23
					AMAZON.COM*HG3891NY1			
	PROJECT#:			062507				
1680		10/23	AP	03/06/23 0142867	US BANK	27.47		04/06/23
					AMAZON.COM*H56B05NR2 AMZN			
	PROJECT#:			062501				
1680		10/23	AP	03/06/23 0142867	US BANK	19.97		04/06/23
					AMZN MKTP US*H56KN53E1			
	PROJECT#:			062501				
1680		10/23	AP	03/03/23 0142867	US BANK	19.98		04/06/23
					AMZN MKTP US*H58IH5PK0			
	PROJECT#:			062501				
1681		10/23	AP	02/28/23 0000000	NAPA AUTO PARTS	72.98		04/11/23
					NAPA PARTS			
1693		10/23	AP	02/28/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	86.14		04/11/23
					LINERS			
	PROJECT#:			062501				
1693		10/23	AP	02/28/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	177.06		04/11/23
					MAGNETS, LOTION, TISSUE,			
	PROJECT#:			062505				
1693		10/23	AP	02/28/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	614.85		04/11/23
					MAGNETS, LOTION, TISSUE,			
	PROJECT#:			062506				
1693		10/23	AP	02/28/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	691.44		04/11/23
					MAGNETS, LOTION, TISSUE,			
	PROJECT#:			062507				
ACCOUNT TOTAL						4,832.87	.00	4,832.87
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
1680		10/23	AP	03/09/23 0142867	US BANK	1,900.65		04/06/23
					AMVAN			
	PROJECT#:			062506				
1680		10/23	AP	03/03/23 0142867	US BANK	84.48		04/06/23

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
-----------	--------	------------	----	-------------------------------	--------	-------------	--------	---------	----------------------------

FUND 101 GENERAL FUND

101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
AMZN MKTP US*HD1N20S02						TOURIQUETS - TRAUMA KITS			
PROJECT#: 062506									
ACCOUNT TOTAL							1,985.13	.00	1,985.13

101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1693		10/23 AP	04/03/23	0000000		O'DONNELL ACE HARDWARE	8.99		04/11/23
PROJECT#: 062507									
1681		10/23 AP	03/30/23	0000000		MILLER FENCE CO., INC.	129.11		04/11/23
PROJECT#: 062511									
1637		10/23 AP	03/29/23	0000000		O'DONNELL ACE HARDWARE	16.38		04/11/23
PROJECT#: 062501									
1626		10/23 AP	03/27/23	0000000		STICKFORT ELECTRIC CO., INC.	240.00		04/11/23
PROJECT#: 062503									
1637		10/23 AP	03/27/23	0000000		O'DONNELL ACE HARDWARE	15.99		04/11/23
PROJECT#: 062506									
1681		10/23 AP	03/27/23	0000000		BLACK HAWK ROOF COMPANY INC.	321.00		04/11/23
PROJECT#: 062506									
1681		10/23 AP	03/24/23	0000000		CHRISTIE DOOR COMPANY	2,441.28		04/11/23
PROJECT#: 062506									
1626		10/23 AP	03/17/23	0000000		MENARDS-CEDAR FALLS	10.22		04/11/23
PROJECT#: 062514									
1626		10/23 AP	03/17/23	0000000		MENARDS-CEDAR FALLS	18.05		04/11/23
PROJECT#: 062514									
1680		10/23 AP	03/15/23	0142867		US BANK	178.36		04/06/23
PROJECT#: 062501									
ACCOUNT TOTAL							3,379.38	.00	3,379.38

101-6616-446.73-41 OTHER SUPPLIES / CIVIL DEFENSE SIRENS									
1622		09/23 AP	07/28/22	0141153		RADIO COMMUNICATIONS CO., INC.	2,927.14		03/29/23
PROJECT#: 062514									
ACCOUNT TOTAL							2,927.14	.00	2,927.14

101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND								
101-6616-446.81-08			PROFESSIONAL SERVICES / PEST CONTROL					
1693		10/23	AP 04/01/23 0000000	PLUNKETT'S PEST CONTROL, INC	49.19		04/11/23	
			PROJECT#: 062511					
1693		10/23	AP 04/01/23 0000000	PLUNKETT'S PEST CONTROL, INC	24.96		04/11/23	
			PROJECT#: 062508					
1693		10/23	AP 04/01/23 0000000	PLUNKETT'S PEST CONTROL, INC	26.75		04/11/23	
			PROJECT#: 062505					
1693		10/23	AP 04/01/23 0000000	PLUNKETT'S PEST CONTROL, INC	32.10		04/11/23	
			PROJECT#: 062510					
1693		10/23	AP 04/01/23 0000000	PLUNKETT'S PEST CONTROL, INC	95.77		04/11/23	
			PROJECT#: 062507					
			ACCOUNT TOTAL		228.77	.00	228.77	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS								
1681		10/23	AP 03/31/23 0000000	ARAMARK	130.90		04/11/23	
			PROJECT#: 062506					
1681		10/23	AP 03/31/23 0000000	ARAMARK	31.35		04/11/23	
			PROJECT#: 062501					
1626		10/23	AP 03/17/23 0000000	PLUMB TECH INC. BOILER CONTROLLER REPLACEMENT	2,537.52		04/11/23	
			PROJECT#: 062511					
1626		10/23	AP 02/13/23 0000000	TK ELEVATOR CORPORATION	600.00		04/11/23	
			PROJECT#: 062511					
1626		10/23	AP 01/26/23 0000000	TK ELEVATOR CORPORATION	1,508.00		04/11/23	
			PROJECT#: 062505					
			ACCOUNT TOTAL		4,807.77	.00	4,807.77	
101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
1622		09/23	AP 07/28/22 0141153	RADIO COMMUNICATIONS CO., INC. ACCOUNT CORRECTION SIREN UPGRADES		2,927.14	03/29/23	
			ACCOUNT TOTAL		.00	2,927.14	2,927.14-	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT								
1693		10/23	AP 04/04/23 0000000	STICKFORT ELECTRIC CO., INC. LED LIGHTING INSTALLED IN STAIRWELL	605.20		04/11/23	

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-6616-446.93-01 EQUIPMENT / EQUIPMENT						continued		
PROJECT#: 062509								
1626		10/23 AP		03/25/23	0000000 RESTORATION SERVICES, INC.	2,750.00		04/11/23
					EXTERIOR WINDOW CAULKING EXTERIOR WATERPROOFING			
PROJECT#: 062501								
1626		10/23 AP		03/18/23	0000000 RESTORATION SERVICES, INC.	20,270.00		04/11/23
					EXTERIOR CONTROL JOINT CAULKING AND WATERPROOF			
PROJECT#: 062506								
ACCOUNT TOTAL						23,625.20	.00	23,625.20
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1693		10/23 AP		03/31/23	0000000 TESTAMERICA LABORATORIES, INC	21.00		04/11/23
					PRO SHOP WATER TEST			
ACCOUNT TOTAL						21.00	.00	21.00
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1634		10/23 AP		03/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	18.18		04/11/23
					11X17 COPY PAPER			
1634		10/23 AP		03/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	44.20		04/11/23
					CALCULATORS			
1638		10/23 AP		03/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	11.63		04/11/23
					BATTERIES, PENS			
1638		10/23 AP		03/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	12.20		04/11/23
					COPY PAPER			
1680		10/23 AP		02/22/23	0142867 US BANK	5.33		04/06/23
					AMZN MKTP US*HP2TH1TT1 ADHESIVE LABEL POCKETS			
ACCOUNT TOTAL						91.54	.00	91.54
101-6625-432.72-16 OPERATING SUPPLIES / TOOLS								
1634		10/23 AP		03/16/23	0000000 MENARDS-CEDAR FALLS	201.39		04/11/23
					SHOVELS,SLEDGE HAMMERS, PAILS,DRILL BITS,SPONGES			
1680		10/23 AP		03/14/23	0142867 US BANK	320.16		04/06/23
					AMAZON.COM*HG2W49PT2 TOOLS-TAPE MEASURE REEL			
1680		10/23 AP		03/09/23	0142867 US BANK	88.74		04/06/23
					HOMEDEPOT.COM TOOLS-MEASURING WHEELS			
1680		10/23 AP		03/08/23	0142867 US BANK	223.76		04/06/23
					UTILITY EQUIPMENT COMPAN TOOLS-MANHOLE HOOKS			
ACCOUNT TOTAL						834.05	.00	834.05
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1705		10/23 AP		04/03/23	0000000 THOMPSON SHOES	170.00		04/11/23
					SAFETY SHOES-B CORDES P.O. BOX 56831			

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued			
ACCOUNT TOTAL						170.00	.00	170.00	
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1680		10/23 AP		03/14/23	0142867 US BANK	475.00			04/06/23
					ISU EVENT REGISTRATION ASCE GEOTECHICAL CONF				
ACCOUNT TOTAL						475.00	.00	475.00	
101-6625-432.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS									
1680		10/23 AP		02/21/23	0142867 US BANK	50.00			04/06/23
					HAWKEYE COMMUNITY COLLEGE CAREER FAIR-DAVID WICKE				
ACCOUNT TOTAL						50.00	.00	50.00	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1637		10/23 AP		03/24/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	17.63			04/11/23
					MARKERS FOR PARKS				
1637		10/23 AP		03/24/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	11.73			04/11/23
					PENS AND OFFICE PAPER				
ACCOUNT TOTAL						29.36	.00	29.36	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1693		10/23 AP		04/04/23	0000000 O'DONNELL ACE HARDWARE	4.39			04/11/23
					ANT BAIT				
1693		10/23 AP		04/04/23	0000000 STOKES WELDING	512.00			04/11/23
					HEDGE TRIMMERS				
1693		10/23 AP		04/03/23	0000000 STOKES WELDING	161.94			04/11/23
					CHAINSAW CHAINS				
1693		10/23 AP		03/31/23	0000000 STOKES WELDING	76.02			04/11/23
					CHAINSAW SUPPLIES				
1693		10/23 AP		03/29/23	0000000 O'DONNELL ACE HARDWARE	10.68			04/11/23
					SOCKET ADAPTERS				
1693		10/23 AP		03/23/23	0000000 O'DONNELL ACE HARDWARE	2.70			04/11/23
					NUTS AND BOLTS				
1693		10/23 AP		03/23/23	0000000 WATERLOO TENT & TARP COMPANY	345.00			04/11/23
					PLACE TO PLAY TARP				
1626		10/23 AP		03/22/23	0000000 O'DONNELL ACE HARDWARE	25.38			04/11/23
					FLOOR SQUEEGEE PARKS BATHROOM SUPPLIES				
1626		10/23 AP		03/22/23	0000000 O'DONNELL ACE HARDWARE	2.69			04/11/23
					KEYKRAFTER #78 METAL PARK BATHROOM SUPPLIES				
1681		10/23 AP		03/20/23	0000000 MIDLAND CONCRETE PRODUCTS, LL	2,469.71			04/11/23
					LANDSCAPING BLOCK				
1626		10/23 AP		03/17/23	0000000 O'DONNELL ACE HARDWARE	20.68			04/11/23

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
1626				10/23 AP 03/15/23	0000000	MOP AND SPONGE PLUMB SUPPLY COMPANY, LLC	35.53			04/11/23
1626				10/23 AP 03/14/23	0000000	WAX RING/SPACER/SNAP BOLT GATEWAY BATHROOM	13.28			04/11/23
1680				10/23 AP 03/14/23	0142867	TACK CLOTH US BANK	49.99			04/06/23
1681				10/23 AP 02/28/23	0000000	AMAZON.COM*HG0IA3H51 DIGITAL SCALE FOR PARKS	1,375.17			04/11/23
1680				10/23 AP 02/23/23	0142867	NAPA PARTS US BANK	64.99			04/06/23
1637				10/23 AP 12/06/22	0000000	FARM & FLT OF CEDAR FLS BINOCULARS FOR SUPERVISOR	298.85			04/11/23
						SHIPPING FROM DEALER TO PUB WORKS				
ACCOUNT TOTAL							5,469.00	.00		5,469.00
101-6633-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1680				10/23 AP 02/27/23	0142867	US BANK	244.16			04/06/23
1680				10/23 AP 02/27/23	0142867	GATEWAY HOTEL & CONFER HOTEL:B MORRIS-SHADE TREE	244.16			04/06/23
1680				10/23 AP 02/27/23	0142867	GATEWAY HOTEL & CONFER HOTEL:SIREN-SHADE TREE	244.16			04/06/23
1680				10/23 AP 02/24/23	0142867	GATEWAY HOTEL & CONFER HOTEL:RIEGER- SHADE TREE	49.63			04/06/23
1680				10/23 AP 02/24/23	0142867	WHISKEY RIVER (AMES) DINNER-SIRES/MORRIS/RIEGER	71.06			04/06/23
1680				10/23 AP 02/22/23	0142867	SQ *CORNBRED BARBECUE LUNCH-SIRES/MORRIS/RIEGER	87.76			04/06/23
1622				09/23 AP 02/20/23	0142629	SQ *CORNBRED BARBECUE LUNCH-SIRES/MORRIS/RIEGER		250.88		03/29/23
1622				09/23 AP 02/20/23	0142629	DESCRIPTION CORRECTION AIRPORT HOLIDAY INN-DES M	250.88			03/29/23
1622				09/23 AP 02/20/23	0142629	DESCRIPTION CORRECTION HOTEL-J YEAROUS		250.88		03/29/23
1622				09/23 AP 02/20/23	0142629	DESCRIPTION CORRECTION AIRPORT HOLIDAY INN-DES M	250.88			03/29/23
ACCOUNT TOTAL							1,442.69	501.76		940.93
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1680				10/23 AP 03/15/23	0142867	US BANK	250.00			04/06/23
						PAYPAL *IOWAARBORIS REG:TREE RISK ASSESSMENT				
ACCOUNT TOTAL							250.00	.00		250.00

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-6633-423.92-01					STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
1637		10/23 AP		03/28/23	0000000 ACKERSON MASONRY, LLC	5,880.00		04/11/23
					PAW PARK/ROWNDS AND LOOK OUT NEW SIGNS			
					ACCOUNT TOTAL	5,880.00	.00	5,880.00
					FUND TOTAL	107,717.21	4,298.27	103,418.94
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
1637		10/23 AP		03/27/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	46.76		04/11/23
					PAD HOLDER AND POP UP DISPENSER			
1637		10/23 AP		03/24/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	11.73		04/11/23
					PENS AND OFFICE PAPER			
					ACCOUNT TOTAL	58.49	.00	58.49
206-6637-436.72-54					OPERATING SUPPLIES / BUILDING SUPPLIES			
1681		10/23 AP		03/29/23	0000000 MENARDS-CEDAR FALLS	7.00		04/11/23
					NUTS AND BOLTS			
1693		10/23 AP		03/28/23	0000000 O'DONNELL ACE HARDWARE	19.24		04/11/23
					COMPRESSED AIR			
					ACCOUNT TOTAL	26.24	.00	26.24
206-6637-436.72-57					OPERATING SUPPLIES / ICE CONTROL			
1681		10/23 AP		03/27/23	0000000 MENARDS-CEDAR FALLS	204.24		04/11/23
					MAILBOX REPAIR FROM SNOW PLOWS			
1681		10/23 AP		03/27/23	0000000 MENARDS-CEDAR FALLS	168.45		04/11/23
					MAILBOX REPAIR FROM SNOW PLOWS			
1681		10/23 AP		02/28/23	0000000 NAPA AUTO PARTS	1,360.13		04/11/23
					NAPA PARTS			
1693		10/23 AP		02/28/23	0000000 DAKOTA SUPPLY GROUP	490.00		04/11/23
					SNOW PLOW WEAR EDGES			
1693		10/23 AP		02/28/23	0000000 DAKOTA SUPPLY GROUP	245.00		04/11/23
					SNOW PLOW WEAR EDGES			
1693		10/23 AP		02/28/23	0000000 DAKOTA SUPPLY GROUP	4,752.00		04/11/23
					SNOW BLOCKS			
1693		10/23 AP		02/28/23	0000000 DAKOTA SUPPLY GROUP	6,445.00		04/11/23
					PLOW BLADES			
					ACCOUNT TOTAL	13,664.82	.00	13,664.82
206-6637-436.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES			

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-1705	436.72	60		10/23 AP 04/03/23	0000000	SAFETY SUPPLIES / THOMPSON SHOES SAFETY SHOES-D DOUGLAS P.O. BOX 56833	140.25		04/11/23
						ACCOUNT TOTAL	140.25	.00	140.25
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
206-6637-1626	436.73	05		10/23 AP 02/13/23	0000000	CLARK EQUIPMENT COMPANY PACKER WHEEL PW03277	2,369.44		04/11/23
						ACCOUNT TOTAL	2,369.44	.00	2,369.44
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
206-6637-1626	436.73	06		10/23 AP 03/24/23	0000000	BENTON'S READY MIX CONCRETE, SIDEWALK REPAIR/ADA RAMPS TECH PARKWAY	643.88		04/11/23
206-6637-1626	436.73	06		10/23 AP 03/23/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE REPAIR TECH PKWY	2,158.88		04/11/23
206-6637-1622	436.73	06		09/23 AP 02/09/23	0142629	US BANK ACCOUNT CORRECTION APWA-SNOW REGISTRATION		575.00	03/29/23
						ACCOUNT TOTAL	2,802.76	575.00	2,227.76
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS									
206-6637-1622	436.73	28		09/23 AP 07/14/22	0140898	BENTON'S READY MIX CONCRETE, CONCRETE FOR ADA RAMP 2ND AND CLAY	262.50		03/29/23
						ACCOUNT TOTAL	262.50	.00	262.50
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
206-6637-1681	436.73	32		10/23 AP 03/27/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE REPAIR TECH PKWY	3,181.50		04/11/23
206-6637-1681	436.73	32		10/23 AP 03/25/23	0000000	ASPRO, INC. COLDMIX ASPHALT	1,875.87		04/11/23
206-6637-1626	436.73	32		10/23 AP 03/17/23	0000000	BMC AGGREGATES L.C. ROADSTONE, 3/8WASHED CHIPS	1,346.36		04/11/23
206-6637-1681	436.73	32		10/23 AP 02/28/23	0000000	NAPA AUTO PARTS NAPA PARTS	232.94		04/11/23
						ACCOUNT TOTAL	6,636.67	.00	6,636.67
206-6637-436.73-38 OTHER SUPPLIES / CREEK MAINTENANCE									
206-6637-1622	436.73	38		09/23 AP 07/14/22	0140898	BENTON'S READY MIX CONCRETE, ACCOUNT CORRECTION CONCRETE FOR ADA RAMP		262.50	03/29/23
						ACCOUNT TOTAL	.00	262.50	262.50-

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
1622		09/23 AP		02/09/23	0142629	US BANK	575.00			03/29/23
						APWA-SNOW REGISTRATION				
						REG:CONFERENCE J. YEAROUS				
						ACCOUNT TOTAL	575.00	.00	575.00	
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1634		10/23 AP		02/20/23	0000000	FOTH INFRASTRUCTURE & ENVIRON	2,074.30			04/11/23
						3259-2022 BRIDGE INSPECT				
						SERVICES THROUGH 01/31/23				
						PROJECT#: 023259				
						ACCOUNT TOTAL	2,074.30	.00	2,074.30	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
1634		10/23 AP		03/30/23	0000000	PETERSON CONTRACTORS	172,974.10			04/11/23
						3240-W 27TH STREET RECON				
						PROJECT#: 023240				
						ACCOUNT TOTAL	172,974.10	.00	172,974.10	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1637		10/23 AP		03/24/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.35			04/11/23
						PENS AND OFFICE PAPER				
						ACCOUNT TOTAL	2.35	.00	2.35	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1681		10/23 AP		03/24/23	0000000	MENARDS-CEDAR FALLS	77.44			04/11/23
						LIGHT BULBS				
1637		10/23 AP		03/21/23	0000000	O'DONNELL ACE HARDWARE	71.12			04/11/23
						ELECTRICAL SUPPLIES				
1680		10/23 AP		03/03/23	0142867	US BANK	134.75			04/06/23
						AMZN MKTP US*H57YY3P10				
						CAT 5E EXTENDER				
1680		10/23 AP		03/02/23	0142867	US BANK	110.99			04/06/23
						AMZN MKTP US*HD1JD3BW2				
						CAT 5E EXTENDER				
1681		10/23 AP		02/26/23	0000000	ECHO GROUP, INC.	27.37			04/11/23
						CORD ENDS				
						ACCOUNT TOTAL	421.67	.00	421.67	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
1637		10/23 AP		03/22/23	0000000	O'DONNELL ACE HARDWARE	42.76			04/11/23
						HAND TOOLS				
						ACCOUNT TOTAL	42.76	.00	42.76	

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 27
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-1637		436.73	20	10/23	AP 03/22/23 0000000	OTHER SUPPLIES / POSTS TAPCO FLEXIBLE SIGN POST	1,064.58			04/11/23
ACCOUNT TOTAL							1,064.58	.00	1,064.58	
206-6647-436.86-19 REPAIR & MAINTENANCE / TRAFFIC SIGNAL REPAIR										
206-6647-1637		436.86	19	10/23	AP 03/22/23 0000000	REPAIR & MAINTENANCE / TRAFFIC SIGNAL REPAIR KW ELECTRIC, INC. NORDIC/RIDGEWAY TEMP REPAIR	552.50			04/11/23
ACCOUNT TOTAL							552.50	.00	552.50	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
206-6647-1637		436.92	01	10/23	AP 03/27/23 0000000	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS MIOVISION TECHNOLOGIES INC SIGNAL CONNECTIVITY	1,455.00			04/11/23
ACCOUNT TOTAL							1,455.00	.00	1,455.00	
FUND TOTAL							205,123.43	837.50	204,285.93	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
217-2214-1634		432.71	01	10/23	AP 03/23/23 0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT 11X17 COPY PAPER	2.80			04/11/23
217-2214-1638		432.71	01	10/23	AP 03/20/23 0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT BATTERIES, PENS	1.57			04/11/23
217-2214-1638		432.71	01	10/23	AP 03/20/23 0000000	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.88			04/11/23
ACCOUNT TOTAL							6.25	.00	6.25	
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
217-2214-1638		432.81	01	10/23	AP 04/01/23 0000000	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES ONE SOURCE THE BACKGROUND CHE MARCH APPLICANTS SEC 8 PKG,ADJ,STATE FOR BCKGRND	39.70			04/11/23
217-2214-1705		432.81	01	10/23	AP 03/31/23 0000000	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES EIDE BAILLY, LLP FY22 REAC AUDIT SUBMISSIN	1,500.00			04/11/23
ACCOUNT TOTAL							1,539.70	.00	1,539.70	
FUND TOTAL							1,545.95	.00	1,545.95	

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1634		10/23	AP	03/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.70			04/11/23
						11X17 COPY PAPER				
1638		10/23	AP	03/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.31			04/11/23
						BATTERIES, PENS				
1638		10/23	AP	03/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.47			04/11/23
						COPY PAPER				
						ACCOUNT TOTAL	1.48	.00	1.48	
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1638		10/23	AP	02/28/23	0000000	IOWA NORTHLAND REGIONAL CO. O	782.27			04/11/23
						ENTITLEMENT AGENCY AWARD				
1638		10/23	AP	02/28/23	0000000	IOWA NORTHLAND REGIONAL CO. O	1,307.75			04/11/23
						PLAN & REPORTS				
						ACCOUNT TOTAL	2,090.02	.00	2,090.02	
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT										
1638		10/23	AP	02/28/23	0000000	IOWA NORTHLAND REGIONAL CO. O	537.27			04/11/23
						FFY21 ENT.SIDEWALKS				
						PROJECT#: 023296				
1638		10/23	AP	02/28/23	0000000	IOWA NORTHLAND REGIONAL CO. O	2,819.07			04/11/23
						FFY22 ENT SIDEWALKS				
						PROJECT#: 023315				
						ACCOUNT TOTAL	3,356.34	.00	3,356.34	
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT										
1638		10/23	AP	02/28/23	0000000	IOWA NORTHLAND REGIONAL CO. O	3,414.24			04/11/23
						ENTITLEMENT SEWER LINING				
						PROJECT#: 023297				
						ACCOUNT TOTAL	3,414.24	.00	3,414.24	
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1638		10/23	AP	02/28/23	0000000	IOWA NORTHLAND REGIONAL CO. O	686.74			04/11/23
						ENT.SINGLE FAMILY REHAB				
						ACCOUNT TOTAL	686.74	.00	686.74	
						FUND TOTAL	9,548.82	.00	9,548.82	

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1634		10/23	AP	03/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.80			04/11/23
						11X17 COPY PAPER				
1638		10/23	AP	03/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88			04/11/23
						COPY PAPER				
1680		10/23	AP	03/15/23	0142867	US BANK	151.17			04/06/23
						B&H PHOTO 800-606-6969				
1680		10/23	AP	03/13/23	0142867	US BANK	35.16			04/06/23
						VIDEO RENDERING ENGINE				
1680		10/23	AP	03/13/23	0142867	US BANK	19.98			04/06/23
						AMZN MKTP US*HG20I2F42				
1680		10/23	AP	03/13/23	0142867	US BANK	59.90			04/06/23
						AMZN MKTP US*HG9RV3FR2				
1680		10/23	AP	03/06/23	0142867	US BANK	57.19			04/06/23
						AMZN MKTP US*H500G95E0				
1680		10/23	AP	03/06/23	0142867	US BANK	29.97			04/06/23
						AMZN MKTP US*H548J05J0				
1680		10/23	AP	03/06/23	0142867	US BANK	45.37			04/06/23
						AMZN MKTP US*H50S02K10				
1680		10/23	AP	03/06/23	0142867	US BANK	30.47			04/06/23
						B&H PHOTO 800-606-6969				
1680		10/23	AP	02/28/23	0142867	US BANK				
						B&H PHOTO 800-606-6969				
						WIRE STRIPPERS				
						ACCOUNT TOTAL	433.89	.00		433.89
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1680		10/23	AP	03/13/23	0142867	US BANK	24.14			04/06/23
						AMZN MKTP US*HG9RV3FR2				
						LED POCKET PEN LIGHTS				
						ACCOUNT TOTAL	24.14	.00		24.14
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1680		10/23	AP	03/02/23	0142867	US BANK	9.96			04/06/23
						KWIK STAR 70600007062				
1680		10/23	AP	03/01/23	0142867	US BANK	53.62			04/06/23
						SQ *THE FLYING ELBOW				
						CREW MEAL-CF SUBSTATE BB				
						ACCOUNT TOTAL	63.58	.00		63.58
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
1643		10/23	AP	03/27/23	0000000	B & H PHOTO-VIDEO-PRO AUDIO	7,079.40			04/11/23
						BLACKMAGIC URSA BROADCAST				
1680		10/23	AP	03/15/23	0142867	US BANK	74.94			04/06/23
						B&H PHOTO 800-606-6969				
1680		10/23	AP	03/13/23	0142867	US BANK	69.95			04/06/23
						AMZN MKTP US*HG9RV3FR2				
						PAN HEAD W/ QUICK RELEASE				

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.93-01 EQUIPMENT / EQUIPMENT						continued				
1680		10/23 AP		03/10/23	0142867	US BANK	99.95			04/06/23
						AMZN MKTP US*HG5C96ZK1				
						SLIK PRO 700 TRIPOD LEGS				
1680		10/23 AP		03/09/23	0142867	US BANK	566.50			04/06/23
						B&H PHOTO 800-606-6969				
						ANTON/BAUER TITON BATTERY				
1680		10/23 AP		03/06/23	0142867	US BANK	219.89			04/06/23
						AMZN MKTP US*H55XS8472				
						HBADA EXECUTIVE CHAIR				
1680		10/23 AP		03/06/23	0142867	US BANK	91.85			04/06/23
						B&H PHOTO 800-606-6969				
						CANNON BATT/PRINTABLE DVD				
1680		10/23 AP		03/02/23	0142867	US BANK	35.13			04/06/23
						SHOW ME CABLES				
						BNC FEMALE-TNC MALE ADPTR				
1680		10/23 AP		03/01/23	0142867	US BANK	556.00			04/06/23
						B&H PHOTO 800-606-6969				
						CORE CUBE POWER SUPPLY				
1680		10/23 AP		02/22/23	0142867	US BANK	272.16			04/06/23
						B&H PHOTO 800-606-6969				
						BLACK-MAGIC MINI CONVERTER				
ACCOUNT TOTAL							9,065.77	.00		9,065.77
FUND TOTAL							9,587.38	.00		9,587.38
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1634		10/23 AP		03/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.20			04/11/23
						11X17 COPY PAPER				
1638		10/23 AP		03/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.14			04/11/23
						BATTERIES, PENS				
1638		10/23 AP		03/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.82			04/11/23
						COPY PAPER				
ACCOUNT TOTAL							10.16	.00		10.16
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1622		09/23 AP		10/17/22	0141700	SIGNS BY TOMORROW		145.00		03/29/23
						ACCOUNT CORRECTION				
						ADDT'L LOT SIGNS				
ACCOUNT TOTAL							.00	145.00		145.00-
258-5531-435.73-24 OTHER SUPPLIES / REPAIR & MAINT-SIGNS										
1622		09/23 AP		10/17/22	0141700	SIGNS BY TOMORROW	145.00			03/29/23
						ADDT'L LOT SIGNS				
						PARKING IMPLEMENTATION				
ACCOUNT TOTAL							145.00	.00		145.00
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1643		10/23 AP		03/31/23	0000000	IPS GROUP, INC	148.41			04/11/23

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES							continued			
GATEWAY FEES-MARCH'23 (2 PAY STATIONS)										
1705		10/23 AP	03/31/23	0000000		IPS GROUP, INC	3,104.80			04/11/23
						PRKNG CITATION FEES-MAR23				
						ACCOUNT TOTAL	3,253.21	.00	3,253.21	
						FUND TOTAL	3,408.37	145.00	3,263.37	
FUND 261 TOURISM & VISITORS										
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS										
1680		10/23 AP	03/01/23	0142867		US BANK	41.96			04/06/23
						WAL-MART #0753				
						CANOECOPIA BOOTH GIVEAWAY				
						ACCOUNT TOTAL	41.96	.00	41.96	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
1680		10/23 AP	03/20/23	0142867		US BANK	35.00			04/06/23
						FACEBK UBJCFLEFB2				
						FACBOOK CAMPAIGNS				
1680		10/23 AP	02/21/23	0142867		US BANK	175.00			04/06/23
						IN *ELLIOT TENSEN PHOTO &				
						ICE FISHING PHOTOGRAPHS				
						ACCOUNT TOTAL	210.00	.00	210.00	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
1680		10/23 AP	02/22/23	0142867		US BANK	4.18			04/06/23
						WM SUPERCENTER #753				
						SODA FOR GIFTSHOP				
						ACCOUNT TOTAL	4.18	.00	4.18	
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1680		10/23 AP	03/14/23	0142867		US BANK	46.66			04/06/23
						7 HILLS BREWING COMPAN				
						MEAL - D LEWIS/L ERICSON				
1680		10/23 AP	03/13/23	0142867		US BANK	367.30			04/06/23
						CLARION SUITES				
						HOTEL:D LEWIS- CANOECOPIA				
1680		10/23 AP	03/13/23	0142867		US BANK	48.20			04/06/23
						LIBERTY STATION				
						MEAL:D LEWIS/L ERICSON				
1680		10/23 AP	03/13/23	0142867		US BANK	20.49			04/06/23
						TST* PORTER - MADISON				
						MEAL-D LEWIS/L ERICSON				
1680		10/23 AP	03/10/23	0142867		US BANK		36.94		04/06/23
						SQ *CAFE 43				
						VEDNOR CHARGE WRONG ORDER				
1680		10/23 AP	03/10/23	0142867		US BANK	30.88			04/06/23
						SQ *CAFE 43				
						MEAL:D LEWIS & L ERICSON				
1680		10/23 AP	03/10/23	0142867		US BANK	36.94			04/06/23
						SQ *CAFE 43				
						VENDOR CHARGE WRONG ORDER				

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)							continued			
1680		10/23 AP		02/27/23	0142867	US BANK	122.08			04/06/23
						BROOKSTONEINN & SUITES F				
						HOTEL-ITIP ILEAD TOURISM				
						ACCOUNT TOTAL	672.55	36.94	635.61	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1680		10/23 AP		03/13/23	0142867	US BANK	40.00			04/06/23
						EVENT* 2023 IOWA TOURI				
						REG:IA TOURISM CONFERENCE				
1680		10/23 AP		03/08/23	0142867	US BANK	60.00			04/06/23
						EB IOWA BICYCLE SUMMI				
						REG:IA BICYCLE SUMMIT '23				
1680		10/23 AP		03/01/23	0142867	US BANK	60.00			04/06/23
						EB IOWA BICYCLE SUMMI				
						REG:IA BICYCLE SUMMIT '23				
						ACCOUNT TOTAL	160.00	.00	160.00	
261-2291-423.93-01 EQUIPMENT / EQUIPMENT										
1680		10/23 AP		03/17/23	0142867	US BANK	98.89			04/06/23
						AMZN MKTP US*HC4RR5QW0 AM				
						MAGNETIC CALENDAR WHITE				
						ACCOUNT TOTAL	98.89	.00	98.89	
						FUND TOTAL	1,187.58	36.94	1,150.64	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1682		10/23 AP		03/09/23	0142867	US BANK	76.44			04/06/23
						AMAZON.COM*HG0MB1060				
						REGULAR & DECAF COFFEE				
1682		10/23 AP		03/02/23	0142867	US BANK	58.38			04/06/23
						AMZN MKTP US*H541P1JZ0				
						NAPKINS				
						ACCOUNT TOTAL	134.82	.00	134.82	
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1587		10/23 AP		03/31/23	0000000	ARAMARK	7.80			04/11/23
						COMM. CENTER MAT SERVICE				
						ACCOUNT TOTAL	7.80	.00	7.80	
						FUND TOTAL	142.62	.00	142.62	

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	-----TRANSACTION----- CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 291						POLICE FORFEITURE FUND				
FUND 292						POLICE RETIREMENT FUND				
FUND 293						FIRE RETIREMENT FUND				
FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
297-2253-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
1693				10/23	AP 03/29/23 0000000	AIRE SERV.OF THE CEDAR VALLEY	8,815.00			04/11/23
						HEAT PUMP REPLACEMENT CIP #169				
PROJECT#:					062507					
						ACCOUNT TOTAL	8,815.00	.00	8,815.00	
						FUND TOTAL	8,815.00	.00	8,815.00	
FUND 298						HEARST CAPITAL				
298-2280-423.89-39						MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS				
1611				10/23	AP 03/22/23 0000000	NORTON, C. MICHAEL	4,055.00			04/11/23
						SHIPPING REIMBURSEMENT HARDINGER ARTWORK GIFT				
						ACCOUNT TOTAL	4,055.00	.00	4,055.00	
						FUND TOTAL	4,055.00	.00	4,055.00	
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						2004 TIF BOND				
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION				
1634				10/23	AP 03/22/23 0000000	SNYDER & ASSOCIATES, INC.	2,375.17			04/11/23
						3189-W VIKING IND PARK THROUGH 02/28/23				
PROJECT#:					023189					
						ACCOUNT TOTAL	2,375.17	.00	2,375.17	
430-1220-431.97-70						TIF BOND PROJECTS / VIKING ROAD				
1634				10/23	AP 03/23/23 0000000	SNYDER & ASSOCIATES, INC.	22,985.50			04/11/23
						3212-WEST VIKING RD RECON SERVICES 02/01-02/28/23				
PROJECT#:					023212					
						ACCOUNT TOTAL	22,985.50	.00	22,985.50	

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 34
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430 2004 TIF BOND										
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
1705		10/23 AP		04/07/23	0000000	BLACK HAWK CO.ABSTRACT	325.00			04/11/23
						CONTINUATION				
1643		10/23 AP		03/28/23	0000000	AHLERS AND COONEY, P.C.	1,297.00			04/11/23
						03/01/23-03/16/23				
1643		10/23 AP		03/24/23	0000000	AHLERS AND COONEY, P.C.	57.00			04/11/23
						2/23/23-3/15/23				
						ACCOUNT TOTAL	1,679.00	.00	1,679.00	
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE										
1697		10/23 AP		03/20/23	0000000	OWEN CONTRACTING INC.	14,615.55			04/11/23
						RETAINAGE				
						PROJECT#: 023245				
						ACCOUNT TOTAL	14,615.55	.00	14,615.55	
						FUND TOTAL	41,655.22	.00	41,655.22	
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										
1634		10/23 AP		02/23/23	0000000	SHIVE-HATTERY	4,929.40			04/11/23
						3228-GREENHILL/S MAIN INT SERVICES THROUGH 02/17/23				
						PROJECT#: 023228				
						ACCOUNT TOTAL	4,929.40	.00	4,929.40	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
1634		10/23 AP		04/04/23	0000000	PETERSON CONTRACTORS	29,974.12			04/11/23
						3171-CEDAR HEIGHTS RECON				
						PROJECT#: 023171				
1634		10/23 AP		03/26/23	0000000	SNYDER & ASSOCIATES, INC.	10,122.58			04/11/23
						3171-CEDAR HEIGHTS RECON THROUGH 02/28/23				
						PROJECT#: 023171				
						ACCOUNT TOTAL	40,096.70	.00	40,096.70	
						FUND TOTAL	45,026.10	.00	45,026.10	

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 35
ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 439 2022 BOND FUND											
FUND 443 CAPITAL PROJECTS											
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL											
1611		10/23 AP		03/20/23	0000000	RAPIDS REPRODUCTIONS, INC.	200.00			04/11/23	
						2 MAPS FOR CONF ROOM 4 CITY HALL					
		PROJECT#:			023231						
1680		10/23 AP		03/20/23	0142867	US BANK	114.30			04/06/23	
						AMZN MKTP US*HC25367M0 16-WAY CATV RF COMBINER					
		PROJECT#:			023231						
1680		10/23 AP		03/06/23	0142867	US BANK	97.01			04/06/23	
						AMZN MKTP US*H508F0QN0 20-PK 1M HDMI CABLE					
		PROJECT#:			023231						
1680		10/23 AP		02/24/23	0142867	US BANK	174.80			04/06/23	
						AMZN MKTP US*HP0GK9B91 SDI TO HDMI CONVERTERS					
		PROJECT#:			023231						
		ACCOUNT TOTAL						586.11	.00	586.11	
		FUND TOTAL						586.11	.00	586.11	
FUND 472 PARKADE RENOVATION											
FUND 473 SIDEWALK ASSESSMENT											
FUND 483 ECONOMIC DEVELOPMENT											
483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES											
1705		10/23 AP		04/10/23	0000000	RIVER PLACE PROPERTIES, LC	738,401.94			04/11/23	
						RMB:8TH ANNUAL TAX REBATE DOWNTOWN RIVER PLACE PROJ					
1643		10/23 AP		03/31/23	0000000	SDC REAL ESTATE LLC	19,997.41			04/11/23	
						2ND ANNUAL REBATE PAYMENT 1225 RAIL WAY					
1643		10/23 AP		03/31/23	0000000	STANDARD DISTRIBUTION CO	27,319.95			04/11/23	
						2ND ANNUAL REBATE PAYMENT 317 SAVANNAH PARK ROAD					
1643		10/23 AP		03/29/23	0000000	SIX KIDS, LLC	14,374.04			04/11/23	
						4TH ANNUAL REBATE PAYMENT 1304 TECHNOLOGY PARKWAY					
1643		10/23 AP		03/29/23	0000000	SIX KIDS, LLC	52,858.55			04/11/23	
						1ST ANNUAL REBATE PAYMENT 1402 TECHNOLOGY PARKWAY					
		ACCOUNT TOTAL						852,951.89	.00	852,951.89	
		FUND TOTAL						852,951.89	.00	852,951.89	
FUND 484 ECONOMIC DEVELOPMENT LAND											
FUND 541 2018 STORM WATER BONDS											
FUND 544 2008 SEWER BONDS											

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 36
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1637		10/23	AP	03/24/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.26			04/11/23
PENS AND OFFICE PAPER										
1680		10/23	AP	03/13/23	0142867	US BANK	88.46			04/06/23
AMZN MKTP US*HG6IW1JCI BANKER BOXES FOR FILES										
ACCOUNT TOTAL							94.72	.00		94.72
551-6675-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1680		10/23	AP	03/06/23	0142867	US BANK	40.51			04/06/23
LA TERRAZA MEXICAN GRILL LUNCH:B MORRIS/B HEATH										
ACCOUNT TOTAL							40.51	.00		40.51
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
1664		10/23	AP	04/03/23	0000000	WATERLOO, CITY OF	509.25			04/11/23
DEER DISPOSALS:3/1-3/31										
ACCOUNT TOTAL							509.25	.00		509.25
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1693		10/23	AP	03/30/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	25.70			04/11/23
LABELS FOR CARTS										
1637		10/23	AP	03/24/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.48			04/11/23
PENS AND OFFICE PAPER										
1693		10/23	AP	02/24/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	39.75			04/11/23
KEYBOARD DRAWER- TRANSFER										
ACCOUNT TOTAL							88.93	.00		88.93
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1681		10/23	AP	03/31/23	0000000	CULLIGAN WATER CONDITIONING	15.50			04/11/23
TRANSFER STATION WATER										
ACCOUNT TOTAL							15.50	.00		15.50
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING										
1693		10/23	AP	04/04/23	0000000	SIGNS BY TOMORROW	50.00			04/11/23
JOB FAIR POSTER										

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 37
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 551 REFUSE FUND										
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING							continued			
ACCOUNT TOTAL							50.00	.00	50.00	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1681				10/23 AP 03/29/23	0000000	MENARDS-CEDAR FALLS	11.96		04/11/23	
						CLEANER FOR TRANSFER ST				
1626				10/23 AP 03/28/23	0000000	O'DONNELL ACE HARDWARE	15.68		04/11/23	
						LIGHT BULBS FOR TRANSFER				
						STATION				
1626				10/23 AP 03/23/23	0000000	O'DONNELL ACE HARDWARE	30.07		04/11/23	
						HARDWARE TO HANG SIGNS				
ACCOUNT TOTAL							57.71	.00	57.71	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1681				10/23 AP 02/28/23	0000000	NAPA AUTO PARTS	1,241.86		04/11/23	
						NAPA PARTS				
ACCOUNT TOTAL							1,241.86	.00	1,241.86	
551-6685-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1680				10/23 AP 03/14/23	0142867	US BANK	103.16		04/06/23	
						JIMMY JOHNS - 2490 - M				
						LUNCH:TRANSFER STN TRAING				
ACCOUNT TOTAL							103.16	.00	103.16	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1693				10/23 AP 04/01/23	0000000	WEIKERT IRON AND METAL	1,778.00		04/11/23	
						APPLIANCE RECYCLING				
1681				10/23 AP 03/30/23	0000000	MIDWEST ELECTRONIC RECOVERY	682.85		04/11/23	
						ELECTRONIC RECYCLING				
1681				10/23 AP 03/25/23	0000000	LIBERTY TIRE RECYCLING, LLC	571.12		04/11/23	
						SCRAP TIRE RECYCLING				
ACCOUNT TOTAL							3,031.97	.00	3,031.97	
551-6685-436.93-01 EQUIPMENT / EQUIPMENT										
1693				10/23 AP 03/31/23	0000000	ROUTEWARE, INC.	815.00		04/11/23	
						RFID SCANNERS				
ACCOUNT TOTAL							815.00	.00	815.00	
FUND TOTAL							6,048.61	.00	6,048.61	

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 38
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436	71-01	OFFICE SUPPLIES / OFFICE SUPPLIES							
1637		10/23 AP		03/24/23	0000000	OFFICE EXPRESS OFFICE PRODUCT PENS AND OFFICE PAPER	7.83		04/11/23
		ACCOUNT TOTAL					7.83	.00	7.83
552-6655-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1665		10/23 AP		03/28/23	0000000	BENTON BUILDING CENTER HYDRATED LIME	66.91		04/11/23
		ACCOUNT TOTAL					66.91	.00	66.91
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT									
1665		10/23 AP		03/29/23	0000000	ARIES INDUSTRIES INC. TV CAMERA REPAIR	286.42		04/11/23
		ACCOUNT TOTAL					286.42	.00	286.42
552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1665		10/23 AP		03/09/23	0000000	POLK'S LOCK SERVICE, INC. KEY COPIES	10.00		04/11/23
		ACCOUNT TOTAL					10.00	.00	10.00
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1643		10/23 AP		04/01/23	0000000	BROWN'S SHOE FIT SAFETY SHOES-L CAMARATA P.O. 56832	175.00		04/11/23
		ACCOUNT TOTAL					175.00	.00	175.00
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS									
1693		10/23 AP		03/23/23	0000000	UTILITY EQUIPMENT COMPANY MANHOLE CASTING	4,519.80		04/11/23
		ACCOUNT TOTAL					4,519.80	.00	4,519.80
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL									
1665		10/23 AP		03/07/23	0000000	FASTENAL COMPANY ONE CALL PAINT	28.29		04/11/23
		ACCOUNT TOTAL					28.29	.00	28.29
552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS									

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 39
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6655-436.86-12						REPAIR & MAINTENANCE / TOWELS				
1665		10/23	AP	03/31/23	0000000	ARAMARK	30.46			04/11/23
						TOWELS AND RUGS				
						ACCOUNT TOTAL	30.46	.00	30.46	
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL										
1665		10/23	AP	03/23/23	0000000	ENVIRONMENTAL LUBRICANTS MFG.	633.08			04/11/23
						BAR SCREEN OIL				
						ACCOUNT TOTAL	633.08	.00	633.08	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
1665		10/23	AP	03/30/23	0000000	O'DONNELL ACE HARDWARE	25.57			04/11/23
						NUTS AND BOLTS				
1665		10/23	AP	03/22/23	0000000	O'DONNELL ACE HARDWARE	46.82			04/11/23
						PVC/TUBE/WRAP/CLAMP				
						ACCOUNT TOTAL	72.39	.00	72.39	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
1643		10/23	AP	03/21/23	0000000	MENARDS-CEDAR FALLS		82.29		04/11/23
						CREDIT:PAID WRONG VENDOR				
						LAB SUPPLIES				
						ACCOUNT TOTAL	.00	82.29	82.29-	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1705		10/23	AP	04/03/23	0000000	THOMPSON SHOES	175.00			04/11/23
						SAFETY SHOES-J DIETZ				
						P.O. BOX 56834				
						ACCOUNT TOTAL	175.00	.00	175.00	
552-6665-436.72-68 OPERATING SUPPLIES / POLYMER										
1665		10/23	AP	04/03/23	0000000	MSD ENVIRONMENTAL SERVICES, I	5,121.19			04/11/23
						POLYMER				
1624		09/23	AP	01/31/23	0142485	MSD ENVIRONMENTAL SERVICES, I		5,048.84		03/29/23
						VOID - LOST CHECK				
						POLYMER				
						ACCOUNT TOTAL	5,121.19	5,048.84	72.35	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1665		10/23	AP	04/03/23	0000000	MENARDS-CEDAR FALLS	46.77			04/11/23
						PLANT PLUMBING PARTS				
1665		10/23	AP	03/31/23	0000000	FERGUSON ENTERPRISES, INC.	68.70			04/11/23

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 40
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued		
SEAL WATER PLUMBING								
1665				10/23 AP 03/28/23	0000000 UTILITY EQUIPMENT COMPANY	119.50		04/11/23
PLUG- INFLATABLE								
1665				10/23 AP 03/27/23	0000000 WASTECORP.PUMPS LLC.	2,097.35		04/11/23
SLUDGE PUMP DISKS								
1665				10/23 AP 03/25/23	0000000 UNITED PARCEL SERVICE	595.32		04/11/23
SHIPPING TO ARIES INDUST.								
1665				10/23 AP 03/23/23	0000000 HUPP ELECTRIC MOTORS	2,169.13		04/11/23
PLANT DRAIN REPAIR SUPPL.								
1665				10/23 AP 03/22/23	0000000 FERGUSON ENTERPRISES, INC.	59.34		04/11/23
PLUMBING PARTS								
1665				10/23 AP 03/22/23	0000000 MENARDS-CEDAR FALLS	191.03		04/11/23
PLANT PLUMBING SEAL WATER								
1665				10/23 AP 03/21/23	0000000 DELUXE DISTRIBUTORS	4,121.80		04/11/23
PLANT CHEMICALS								
1680				10/23 AP 03/01/23	0142867 US BANK	399.98		04/06/23
AMAZON.COM*HDBMQ2V61 AMZN								
1681				10/23 AP 02/28/23	0000000 NAPA AUTO PARTS	169.53		04/11/23
NAPA PARTS								
ACCOUNT TOTAL						10,038.45	.00	10,038.45
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.								
1665				10/23 AP 03/31/23	0000000 ARNOLD MOTOR SUPPLY	53.99		04/11/23
PORTABLE GENERATOR BATT.								
1665				10/23 AP 03/28/23	0000000 HUPP ELECTRIC MOTORS	415.81		04/11/23
17TH ST VFD FANS								
1665				10/23 AP 03/24/23	0000000 HUPP ELECTRIC MOTORS	975.00		04/11/23
17TH ST PUMP SERVICE								
1665				10/23 AP 03/08/23	0000000 FASTENAL COMPANY	42.89		04/11/23
CH PACKING BOLTS								
ACCOUNT TOTAL						1,487.69	.00	1,487.69
552-6665-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1680				10/23 AP 03/20/23	0142867 US BANK	125.00		04/06/23
2023 APWA IOWA CHAPTER								
ACCOUNT TOTAL						125.00	.00	125.00
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1665				10/23 AP 03/27/23	0000000 BRECKE MECHANICAL CONTRACTORS	407.05		04/11/23
HEAT EXCHANGER SERVICE								
ACCOUNT TOTAL						407.05	.00	407.05

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 41
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-1665	436.86-29	REPAIR & MAINTENANCE / LAB & TESTING								
	10/23 AP	03/30/23	0000000		TESTAMERICA LABORATORIES, INC	2,117.80			04/11/23	
					LAB TESTING					
					ACCOUNT TOTAL	2,117.80	.00		2,117.80	
FUND 552 SEWER RENTAL FUND										
552-6665-1665	436.92-01	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
	10/23 AP	04/03/23	0000000		BDP INDUSTRIES	49,000.00			04/11/23	
					POLYMER PUMPS					
1665	10/23 AP	03/23/23	0000000		PLUMB TECH INC.	3,881.62			04/11/23	
					POLYMER PUMP PLUMBING					
					ACCOUNT TOTAL	52,881.62	.00		52,881.62	
					FUND TOTAL	78,183.98	5,131.13		73,052.85	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-1634	432.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES								
	10/23 AP	03/23/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	4.20			04/11/23	
					11X17 COPY PAPER					
1638	10/23 AP	03/20/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.26			04/11/23	
					BATTERIES, PENS					
1638	10/23 AP	03/20/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	2.82			04/11/23	
					COPY PAPER					
					ACCOUNT TOTAL	8.28	.00		8.28	
FUND 555 STORM WATER UTILITY										
555-6630-1637	432.73-34	OTHER SUPPLIES / STORM SEWERS								
	10/23 AP	03/21/23	0000000		WHITE CAP, LP	692.16			04/11/23	
					EROSION CONTROL WADDLES					
					ACCOUNT TOTAL	692.16	.00		692.16	
FUND 555 STORM WATER UTILITY										
555-6630-1634	432.92-01	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
	10/23 AP	03/30/23	0000000		PETERSON CONTRACTORS	561,245.37			04/11/23	
					3215-OLIVE ST BOX CULVERT					
					PROJECT#: 023215					
1705	10/23 AP	01/31/23	0000000		IOWA NORTHLAND REGIONAL CO. O	390.68			04/11/23	
					3306-2023 STORMWATER PLAN					
					JANUARY EXPENSES					
					PROJECT#: 023306					
					ACCOUNT TOTAL	561,636.05	.00		561,636.05	

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 42
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 555 STORM WATER UTILITY								
FUND TOTAL						562,336.49	.00	562,336.49
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1680		10/23 AP		03/13/23	0142867 US BANK	75.97		04/06/23
					AMZN MKTP US*HG62C1CK2 ANTIFATIGUE MATS - IT			
1680		10/23 AP		03/13/23	0142867 US BANK	8.99		04/06/23
					AMZN MKTP US*HG9R75C42 SCISSORS - STEPHANIE H			
ACCOUNT TOTAL						84.96	.00	84.96
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1705		10/23 AP		04/04/23	0000000 GMIS INTERNATIONAL	200.00		04/11/23
					GMIS MEMBERSHIP 7/1/23-6/30/24			
1680		10/23 AP		03/14/23	0142867 US BANK	26.71		04/06/23
					AMZN MKTP US*HG83F6BJ1 PHONE CHRGR/HDMI SPLITTER			
ACCOUNT TOTAL						226.71	.00	226.71
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.								
1680		10/23 AP		02/27/23	0142867 US BANK	99.00		04/06/23
					STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION			
ACCOUNT TOTAL						99.00	.00	99.00
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT								
1645		09/23 AP		02/06/23	0142507 RAMAKER & ASSOCIATES, INC.	394.00		03/31/23
					CIMS CLOUD SUPPORT MAINT. 2/3/23-3/16/24			
1645		09/23 AP		01/05/23	0142604 RAMAKER & ASSOCIATES, INC.	1,200.00		03/31/23
					CIMS E BURIAL SEARCH			
ACCOUNT TOTAL						1,594.00	.00	1,594.00
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1680		10/23 AP		03/06/23	0142867 US BANK	29.88		04/06/23
					AMZN MKTP US*HD0IK39L2 LAPTOP CHARGER-K KERR			
1680		10/23 AP		02/27/23	0142867 US BANK	26.13		04/06/23
					AMZN MKTP US*HD3GZ1XU0 (3)KVM CABLES-SERVER ROOM			
1680		10/23 AP		02/21/23	0142867 US BANK	81.28		04/06/23
					AMZN MKTP US*HP34S1FD2 KEYBOARD/PHONECASE/DRIVES			
ACCOUNT TOTAL						137.29	.00	137.29

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 43
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078-441.86-10						REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS				
1705		10/23 AP		04/06/23	0000000	ASSOCIATED COMPUTER SYSTEMS L	4,001.40			04/11/23
						SOFTWARE KNOWBE4 SUBSCRIPT 03/31/23-03/30/24				
1643		10/23 AP		03/28/23	0000000	IP PATHWAYS, LLC	9,106.80			04/11/23
						CISCO SMARTNET SERV. AGMT				
1643		10/23 AP		03/27/23	0000000	RISE VISION	1,008.00			04/11/23
						RISE VISION RENEWAL				
1643		10/23 AP		03/20/23	0000000	KELTEK INCORPORATED	1,320.00			04/11/23
						SIERRA WIRELESS RENEWAL				
1645		09/23 AP		02/06/23	0142507	RAMAKER & ASSOCIATES, INC.		394.00		03/31/23
						ACCOUNT CORRECTION CIMS CLOUD SUPPORT MAINT.				
1645		09/23 AP		01/05/23	0142604	RAMAKER & ASSOCIATES, INC.		1,200.00		03/31/23
						ACCOUNT CORRECTION CIMS E BURIAL SEARCH				
						ACCOUNT TOTAL	15,436.20	1,594.00		13,842.20
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1643		10/23 AP		03/20/23	0000000	KELTEK INCORPORATED	349.31			04/11/23
						CRADLE POINT FOR PD17				
1705		10/23 AP		02/28/23	0000000	CMS COMMUNICATIONS, INC.	1,697.06			04/11/23
						(3)MITEL6920/(5)MITEL6930				
						ACCOUNT TOTAL	2,046.37	.00		2,046.37
						FUND TOTAL	19,624.53	1,594.00		18,030.53
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
1705		10/23 AP		04/03/23	0000000	HOLMES MURPHY & ASSOCIATES LL	2,333.33			04/11/23
						BENEFITS CONSULTING SERV. MAY 2023				
						ACCOUNT TOTAL	2,333.33	.00		2,333.33
						FUND TOTAL	2,333.33	.00		2,333.33
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1637		10/23 AP		03/24/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.61			04/11/23
						PENS AND OFFICE PAPER				
						ACCOUNT TOTAL	8.61	.00		8.61

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 44
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1693		10/23 AP		04/04/23	0000000 NORTHLAND PRODUCTS CO.	74.60		04/11/23	
					USED OIL COLLECTION				
1693		10/23 AP		03/30/23	0000000 NORTHLAND PRODUCTS CO.	59.00		04/11/23	
					USED OIL COLLECTION				
1681		10/23 AP		02/28/23	0000000 NAPA AUTO PARTS	38.69		04/11/23	
					NAPA PARTS				
					ACCOUNT TOTAL	172.29	.00	172.29	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
1681		10/23 AP		02/28/23	0000000 NAPA AUTO PARTS	93.52		04/11/23	
					NAPA PARTS				
					ACCOUNT TOTAL	93.52	.00	93.52	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1705		10/23 AP		04/03/23	0000000 THOMPSON SHOES	145.00		04/11/23	
					SAFETY SHOES-R MITCHELL P.O. BOX 56836				
1681		10/23 AP		02/28/23	0000000 NAPA AUTO PARTS	31.31		04/11/23	
					NAPA PARTS				
					ACCOUNT TOTAL	176.31	.00	176.31	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1693		10/23 AP		03/31/23	0000000 TOYNE, INC.	245.00		04/11/23	
					FD501 ELKHART BRASS PRESSURE SWITCH				
1693		10/23 AP		03/29/23	0000000 LAWSON PRODUCTS, INC.	1,176.51		04/11/23	
					MISC SHOP SUPPLIES				
1693		10/23 AP		03/28/23	0000000 D & D TIRE INC.	750.00		04/11/23	
					#344 TAG AXLE TIES				
1637		10/23 AP		03/15/23	0000000 MENARDS-CEDAR FALLS	17.99		04/11/23	
					LED LIGHTS #802				
1637		10/23 AP		03/14/23	0000000 MENARDS-CEDAR FALLS	150.83		04/11/23	
					INSIDE BOXVAN PANELS #802				
1637		10/23 AP		03/09/23	0000000 MENARDS-CEDAR FALLS	84.93		04/11/23	
					PIPE FITTINGS FOR AIRLINE #296				
1637		10/23 AP		03/09/23	0000000 MENARDS-CEDAR FALLS	1.99		04/11/23	
					GALV. REDUCER FOR #296				
1637		10/23 AP		03/06/23	0000000 MENARDS-CEDAR FALLS	29.96		04/11/23	
					#296 SPRAY BEDLINER				
1681		10/23 AP		02/28/23	0000000 NAPA AUTO PARTS	38,953.88		04/11/23	
					NAPA PARTS				
					ACCOUNT TOTAL	41,411.09	.00	41,411.09	

PREPARED 04/11/2023, 9:02:41
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 45
 ACCOUNTING PERIOD 09/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.86-04					REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS				
1693		10/23	AP	03/29/23	0000000 PRECISE MRM LLC	1,040.00			04/11/23
					AVL CELL SERVICE				
					ACCOUNT TOTAL	1,040.00	.00	1,040.00	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
1693		10/23	AP	03/31/23	0000000 D & D TIRE INC.	275.00			04/11/23
					#290 LEFT FRONT TIRE REPAIR				
1693		10/23	AP	03/28/23	0000000 D & D TIRE INC.	165.00			04/11/23
					#282 LEFT REAR TIRE REPAIR				
1693		10/23	AP	03/27/23	0000000 D & D TIRE INC.	265.00			04/11/23
					#281 RIGHT FRONT TIRE REPAIR				
					ACCOUNT TOTAL	705.00	.00	705.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1693		10/23	AP	03/31/23	0000000 D & D TIRE INC.	400.00			04/11/23
					#261 LR INSTALLATION				
					ACCOUNT TOTAL	400.00	.00	400.00	
					FUND TOTAL	44,006.82	.00	44,006.82	
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				
1643		10/23	AP	03/24/23	0000000 AHLERS AND COONEY, P.C.	19,749.60			04/11/23
					LGL:SCOTT DIX V. CF 02/17/23-03/16/23				
					PROJECT#: 012024				
1643		10/23	AP	03/21/23	0000000 ARTHUR J. GALLAGHER RISK MGMT	39,338.00			04/11/23
					ANNUAL BROKERAGE FEES EFFECTIVE DATE 3/1/23				
1705		10/23	AP	02/28/23	0000000 CMS COMMUNICATIONS, INC.	286.76			04/11/23
					011004-(2)MITEL 6920				
					PROJECT#: 011004				
					ACCOUNT TOTAL	59,374.36	.00	59,374.36	
					FUND TOTAL	59,374.36	.00	59,374.36	

PREPARED 04/11/2023, 9:02:41
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 46
ACCOUNTING PERIOD 09/2023

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 724	TRUST & AGENCY								
FUND 727	GREENWOOD CEMETERY P-CARE								
FUND 728	FAIRVIEW CEMETERY P-CARE								
FUND 729	HILLSIDE CEMETERY P-CARE								
FUND 790	FLOOD LEVY								
GRAND TOTAL							2,063,258.80	12,042.84	2,051,215.96