



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, DECEMBER 04, 2023  
7:00 PM AT CITY HALL, 220 CLAY STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Pledge of Allegiance**

**Approval of Minutes**

1. Regular meeting of November 20, 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**

**Old Business**

2. Pass Ordinance #3046, amending Chapter 9, Fire Prevention and Protection, of the Code of Ordinances relative to installation of post indicator valves, 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.)

3. Receive and file the following resignation of members from Boards and Commissions:
  - a) Hannah Crisman, Planning & Zoning Commission.
4. Receive and file Departmental Monthly Reports of October 2023.
5. Approve the application of Great Wall Chinese Restaurant, 2125 College Street, Suite D. for a cigarette/tobacco/nicotine/vapor permit.
6. Approve the following applications for retail alcohol licenses:
  - a) Holiday Inn Express & Suites, 1614 Technology Parkway, Class B retail alcohol - renewal.
  - b) Cedar Falls Woman's Club, 304 Clay Street, Special Class C retail alcohol - renewal.
  - c) Golf Lab, 201 Washington Street, Special Class C retail alcohol - renewal.
  - d) Lifestyle Inn, 5826 University Avenue, Class C retail alcohol - renewal.
  - e) Zury's Taco Bar, 2214 College Street, Class C retail alcohol - new.

**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.)

7. Resolution Calendar with items considered separately.

- [8.](#) Resolution approving and authorizing execution of a Business Associate Agreement with RxBenefits, Inc. relative to the City's prescription drug benefits plan.
- [9.](#) Resolution approving and adopting a job classification for the position of Construction Project Manager in the Engineering Division.
- [10.](#) Resolution approving and adopting a job classification for the position of Policy & Administration Specialist in the Administration Division.
- [11.](#) Resolution approving and adopting a revised job classification for the position of Principal Engineer in the Engineering Division.
- [12.](#) Resolution levying a final assessment for costs incurred by the City to cleanup/remove debris from the property located at 1321 Main Street.
- [13.](#) Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for modification of a parking area at 2704 College Street.
- [14.](#) Resolution approving and authorizing submission of a Certified Local Government (CLG) Grant Application to the State Historic Preservation Office relative to a survey for the Overman Park Neighborhood.
- [15.](#) Resolution approving the preliminary plat of Autumn Ridge 12th Addition.
- [16.](#) Resolution approving the final plat of Autumn Ridge 12th Addition. (contingent upon approval of the previous item)
- [17.](#) Resolution approving the Certificate of Completion and accepting the work of Vieth Construction Corp. for the 2023 Alley Reconstruction Project, and approving and authorizing the transfer of funds from the Street Construction Fund to the Storm Water Bond Fund.
- [18.](#) Resolution approving the Certificate of Completion and accepting the work of Blacktop Service Co. for the 2023 Seal Coat Project, and approving and authorizing the transfer of funds from the Street Repair Fund to the Street Construction Fund.
- [19.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 3 to the Professional Services Agreement with AECOM Technical Services, Inc. for design services relative to the North Cedar Heights Area Reconstruction Project – Phase II.
- [20.](#) Resolution approving and authorizing execution of a Professional Services Agreement with AECOM Technical Services, Inc. for design services relative to the South Main Sanitary Sewer Extension Project.
- [21.](#) Resolution setting December 18, 2023 as the date of public hearing on proposed amendments to the City's FY2024 Budget.

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

- [22.](#) Allow Bills and Claims for December 4, 2023.

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

#### **Council Referrals**

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, NOVEMBER 20, 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 7:00 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

54542 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of November 6, 2023 be approved as presented and ordered of record. Motion carried unanimously.

54543 - The Mayor then asked if there were any agenda revisions. City Clerk Kerr noted that item #15 on the Resolution Calendar was being withdrawn from the agenda at the request of the applicant.

54544 - Reverend Michael Blackwell, Cedar Falls, commented on many things that he is thankful for including The Human Rights Commission Inaugural Fall Summit and its efforts to promote diversity, equity and inclusion in the Cedar Valley.

Reverend Larry Stumme, St. Paul Lutheran Church, encouraged Council to make Waterloo and Cedar Falls a better place for everyone to live and to continue to work with the leaders of Waterloo.

Bob Manning, Executive Director of the Cedar Valley Home Builders Association, commented on the housing market including density and affordable housing.

54545 - Public Works Director Schrage provided updates on the opening of Main Street and holiday refuse collection.

Mayor Green noted the first Goal Setting Session will be held Monday, November 27, 2023, at the Community Center from 4 PM – 7 PM.

54546 - It was moved by Ganfield and seconded by Kruse to repass, over Mayor's veto, Resolution #23,366, being a resolution rescinding Resolution #22,360 approving and adopting the Imagine College Hill Vision Plan. Following comments by UNI Student Liaison Noah Hackbart, and Councilmembers Sires, Kruse and Harding, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Ganfield, Sires. Nay: Harding, Dunn. Motion carried. The Mayor then declared Resolution #23,366, being the veto of Resolution #22,360, overruled.

54547- It was moved by Kruse and seconded by Harding that Ordinance #3045, amending Chapter 26, Zoning, by removing Section 26-196E. Special Parking Standards, relative to allowing adjacent on-street parking to count towards shared parking requirements in the Downtown Character District (CD-DT), be

passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires. Nay: Dunn. Motion carried. The Mayor then declared Ordinance #3045 duly passed and adopted.

54548 - It was moved by Kruse and seconded by Harding that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Standing Committee minutes of November 6, 2023 relative to the following items:

- a) FY2023 Audit Report.
- b) Main Street RAISE Grant Update.
- c) Royal Drive & Seerley Boulevard One-Ways.
- d) College Hill Area Zoning Districts Review.

Receive and file the following resignations of members from Boards and Commissions:

- a) Amy Lang, Board of Adjustments.

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

- a) Equipment Mechanic.
- b) Public Safety Officer.
- c) Wastewater Treatment Plant Operator I.

Receive and file the Bi-Annual Report of College Hill Partnership relative to FY2024 Self-Supported Municipal Improvement District (SSMID) funds and an FY2024 Economic Development Grant.

Approve an Order Accepting Acknowledgement/Settlement Agreement with Daffodils, Inc. d/b/a Buzz Smoke & Vapor, 2125 College Street, for a second tobacco violation.

Approve the application of CIV Plus, 704 Main Street, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for retail alcohol licenses:

- a) Urban Pie, 200 State Street, Class C retail alcohol & outdoor service - renewal.
- b) Alist Nails & Spa, 6015 University Avenue, Special Class C retail alcohol - new - change in ownership.
- c) Cedar Falls Family Restaurant, 2627 Center Street, Special Class C retail alcohol - new.

Motion carried unanimously.

54549 - It was moved by Ganfield and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #23,399, approving and authorizing execution of a Mutual Non-Disclosure Agreement with RxBenefits, Inc. relative to a prescription drug benefits plan.

Resolution #23,400, approving and authorizing execution of a 28E Agreement for Tobacco, Alternative Nicotine and Vapor Product Enforcement with the Iowa Alcoholic Beverages Division

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, Sires, Ganfield, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,399 and #23,400 duly passed and adopted.

- 54550 - It was moved by Ganfield and seconded by Harding that Resolution #23,401, amending Resolution #20,502, establishing a University of Northern Iowa student liaison to the City Council and developing certain procedures and imposing certain requirements for such position, be adopted. Following comments by Councilmember Sires and UNI Student Liaison Hackbart, 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 #23,401 duly passed and adopted.
- 54551 - It was moved by Ganfield and seconded by Harding that Resolution #23,402, approving and authorizing execution of an Extension of a Yard Waste Management Service Agreement with T & W Grinding relative to management of the City's compost facility, be adopted. Following questions by Councilmember Ganfield, and responses by Fleet Maintenance Supervisor Rawdon, 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 #23,402 duly passed and adopted.
- 54552 - It was moved by Kruse and seconded by Harding that Ordinance #3046, amending Chapter 9, Fire Prevention and Protection, of the Code of Ordinances relative to installation of post indicator valves, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
- 54553 - It was moved by Kruse and seconded by Harding that the bills and claims of November 20, 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.

- 54554 - Mayor Green announced the recent passing of two of the city's former Representative Citizens, Bob Beach and Judy Cutler.

Councilmember Sires commented on the sight distance at the intersection of 1st Street and Union Road and requested safety issues be addressed.

Councilmember Kruse commented on the location of parking QR codes downtown. Public Works Director Schrage and City Administrator Gaines commented.

- 54555 - It was moved by Kruse and seconded by deBuhr to refer to the Community Development Committee to bring forward a proposed ordinance to eliminate prairie plantings in the right-of way. Following questions and comments by Councilmembers Dunn, Harding and Kruse, and responses by Community Development Director Sheetz, City Administrator Gaines, and City Attorney Rogers, the motion failed 5-2, with Schultz, Harding, Ganfield, Sires, and Dunn voting Nay.

It was moved by Kruse and seconded by Sires to request the Cedar Falls Economic Development Corporation (CFEDC) present an update at the December 4, 2023 Community Development Meeting. Following questions and comments by Councilmembers Sires, Dunn, Kruse, and Harding and responses by City Administrator Gaines, City Attorney Rogers and Mayor Green, the motion failed 5-2, with Schultz, Harding, Ganfield, Sires, and Dunn voting Nay.

- 54556 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 7:56 P.M. Motion carried unanimously.

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Kim Kerr, CMC, City Clerk



CITY OF CEDAR FALLS, IOWA  
PUBLIC SAFETY – FIRE RESCUE DIVISION  
4600 South Main Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8690  
Fax: 319-268-5196



MEMORANDUM

To: Honorable Mayor Green and Cedar Falls City Council  
CC: Matt Krueger, Lieutenant Fire Inspections  
From: John Zolondek, Fire Chief  
Date: November 10, 2023  
Re: Fire Code Change

In the past year Lt Krueger and I have been working through incidences regarding the installation of post indicator valves, (PIV), at various building projects in the community. The PIV is part of a fire sprinkler system intended to shut off the fire sprinkler system. The post is a part of the valve assembly that has a clearly visible sign inside indicating whether the valve is OPEN or CLOSED.

Following research with several outside agencies including the State Fire Marshal Office and National Fire Protection Codes and Standards I would like to propose the following change to the current City Code Section 9-87.

This change is intended to decrease the encumbrance on property owners, construction companies and sprinkler installers when installing a fire sprinkler shutoff valve. We have had many instances where a request was made for a variance due to the impossibility of installing the sprinkler shut off valve 100 feet from the building due to lot size and/or configuration of the building and parking areas. This change in City Code of Ordinances would allow for better compliance with City Code and fall in line with nationally recognized codes and standards such as NFPA 13 Standard for the Installation of Sprinkler Systems.

I respectfully request that Cedar Falls City Council approve this change.

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

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AN ORDINANCE AMENDING SECTION 9-87, CONNECTION TO WATER MAIN, IN ARTICLE IV, AUTOMATIC SPRINKLER SYSTEMS, OF CHAPTER 9, FIRE PREVENTION AND PROTECTION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO MODIFY THE DISTANCE FROM BUILDINGS THAT AUTOMATIC FIRE SPRINKLER SYSTEM SHUT OFF VALVES MAY BE LOCATED, AND PROVIDING FOR EXCEPTIONS ALONG WITH MINOR NON-SUBSTANTIVE CHANGES.

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

Section 9-87. Connection to Water Mains, in Article IV, Automatic Sprinkler Systems, of Chapter 9, Fire Prevention and Protection, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 9-87, Connection to Water Mains, is enacted in lieu thereof, as follows:

**Sec. 9-87. - Connection to water main.**

- (a) Any person desiring to open a connection with a water main which is used for city fire protection, for the purpose of supplying automatic fire sprinkler equipment, shall have such connection made under the direction and subject to the approval of the chief of the fire ~~division~~department.
- (b) Supply connection for sprinkler system shall be adequate for the building size and contents.
- (c) All connections for supplying automatic fire sprinkler equipment shall be equipped with a shutoff valve which shall be located in a place of easy access ~~and at a distance of not less than 100 feet from the building so equipped.~~ Listed indicating valves at each connection into a building shall be at least 40 feet from the building. Exceptions to the 40-foot requirement may be granted if inadequate space exists or other conditions make it impractical to comply as determined by the fire chief.
- (d) The keys to the shutoff valve of each connection for the purpose of supplying automatic fire sprinkler equipment shall be stored in the Knox Box for the property and accessible to the chief of the fire operations division, who shall have authority to close such valves whenever ~~the chief~~he deems it necessary.
- (e) Any person who shall violate any of the provisions of this article by not complying with the provisions of this section in making connection for automatic fire sprinkler equipment, or who permits any person to make such connection for him without complying with this section, shall be deemed guilty of a misdemeanor, and be punished, on conviction thereof, pursuant to ~~section 1-8. Such fines are enforceable by civil action.~~

(Code 2017, § 11-79; Ord. No. 2137, § 1, 4-22-1996; Ord. No. 2537, § 6, 8-8-2005)



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

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

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

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

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

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
~~Jacqueline Danielson~~ Kim Kerr, MCMC, City Clerk

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**ORDINANCE NO. 3046**

AN ORDINANCE AMENDING SECTION 9-87, CONNECTION TO WATER MAIN, IN ARTICLE IV, AUTOMATIC SPRINKLER SYSTEMS, OF CHAPTER 9, FIRE PREVENTION AND PROTECTION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO MODIFY THE DISTANCE FROM BUILDINGS THAT AUTOMATIC FIRE SPRINKLER SYSTEM SHUT OFF VALVES MAY BE LOCATED, AND PROVIDING FOR EXCEPTIONS ALONG WITH MINOR NON-SUBSTANTIVE CHANGES.

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

Section 9-87. Connection to Water Mains, in Article IV, Automatic Sprinkler Systems, of Chapter 9, Fire Prevention and Protection, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 9-87, Connection to Water Mains, is enacted in lieu thereof, as follows:

**Sec. 9-87. - Connection to water main.**

- (a) Any person desiring to open a connection with a water main which is used for city fire protection, for the purpose of supplying automatic fire sprinkler equipment, shall have such connection made under the direction and subject to the approval of the chief of the fire division.
- (b) Supply connection for sprinkler system shall be adequate for the building size and contents.
- (c) All connections for supplying automatic fire sprinkler equipment shall be equipped with a shutoff valve which shall be located in a place of easy access. Listed indicating valves at each connection into a building shall be at least 40 feet from the building. Exceptions to the 40-foot requirement may be granted if inadequate space exists or other conditions make it impractical to comply as determined by the fire chief.
- (d) The keys to the shutoff valve of each connection for the purpose of supplying automatic fire sprinkler equipment shall be stored in the Knox Box for the property and accessible to the chief of the fire operations division, who shall have authority to close such valves whenever the chief deems it necessary.
- (e) Any person who shall violate any of the provisions of this article by not complying with the provisions of this section in making connection for automatic fire sprinkler equipment, or who permits any person to make such connection for him without complying with this section, shall be deemed guilty of a misdemeanor, and be punished, on conviction thereof, pursuant to section 1-8.

(Code 2017, § 11-79; Ord. No. 2137, § 1, 4-22-1996; Ord. No. 2537, § 6, 8-8-2005)

INTRODUCED: \_\_\_\_\_ November 20, 2023

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ November 20, 2023

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

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

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

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

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

Hannah Crisman

Cedar Falls, Iowa 50613

14 November 2023

Mayor Robert M. Green  
220 Clay Street  
Cedar Falls, Iowa 50613

Dear Mayor Green,

Due to my recent election to the City Council, it is with mixed emotions that I submit my resignation from the Planning and Zoning Commission, effective December 31st 2023.

It was an honor to serve on P&Z and I have greatly appreciated the opportunity to contribute to the community in this capacity. I appreciate the guidance I have received during my tenure on the Commission from both staff and my fellow commissioners, and I am proud of the work we have accomplished.

As I transition into my new role as a City Council member, I am committed to supporting the Commission in any way that I can.

Sincerely,

Hannah Crisman



**OFFICE OF CITY ADMINISTRATOR**

**CITY OF CEDAR FALLS, IOWA**

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

**TO:** Mayor Robert M. Green and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** November 27, 2023  
**SUBJECT:** Departmental Monthly Reports Submission – October 2023

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

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

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



OCTOBER 2023

**OCTOBER 2023 MONTHLY REPORTS**  
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**FINANCE & BUSINESS OPERATIONS  
FINANCIAL SERVICES  
OCTOBER 2023**

**Treasury**

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$92,743,370 invested in CD's and \$300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	2	\$8,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$526,241.93

**FY23 Audit**

Work on the Annual Comprehensive Financial Report was completed in October and will be submitted to the Government Finance Officers Association (GFOA) under the Excellence in Financial Reporting. The audit report will be presented to the City Council in November.

The state required Annual Comprehensive Financial Report will be filed in November to the State Auditors' Office.

**FY24 Capital Improvements Plan**

All departments were asked to submit their FY2024-2029 Capital Improvement Plan (CIP) requests. The preliminary CIP schedule was started in October and will be presented to the Planning and Zoning Commission and City Council in December/January.

**FY25 Budget**

Budget requests were distributed to departments. The requests will be compiled in December and revenue projections will be completed in January once property tax valuations from the County are received.

**Tax Increment Financing (TIF)**

Information on TIF expenditures started to be compiled in October. This information will be used for certifying TIF debt to Black Hawk County by the required date of December 1<sup>st</sup>. In addition, information for the required state TIF forms was gathered. The forms will be completed in November and will be presented to City Council before filing the report with the Department of Management.



**Miscellaneous Financial Activities**

For October, 36 payroll checks and 707 direct deposits were processed. Accounts receivable were processed and 197 invoices were mailed out to customers. 1,542 transactions for accounts payable were processed and approved by the City Council for payment and 499 checks were mailed out to vendors.

## FINANCE &amp; BUSINESS OPERATIONS

**HUMAN RESOURCES**  
**October 2023**

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

- Employee Flu Shot Clinics were held October 11 and 17
- Employee COVID Booster Clinic was held October 17
- Risk Management Committee meeting held October 18
- Review of 5 contracts/agreements for required insurance
- Review and follow-up of 6 public event permits
- Recruitment/Employment tasks related to:
  - FT positions: Administrative Supervisor, City Clerk, Civil CAD/GIS Technician, Engineering Technician II, Equipment Mechanic, Information Systems Technician II, Principal Engineer, Public Safety Officer, Senior Librarian, Wastewater Treatment Plant Operator I, and Water Reclamation Supervisor
  - PT positions: Community Service Officer, Community Services Specialist, Content Coordinator, Hearst Education Coordinator, Hearst Front Desk Assistant, Library Assistants (Circulation, Community Center & Reference), Maintenance Workers (Refuse), Office Assistant-Police Records, Police Reserve (external and internal, POC/paid on call)
  - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments: Aquatics, Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians
  - Discussion continued with staff and legal regarding PERM/Green Card processing and an H-1B visa renewal
  - Job classification preparations continued or began for Principal Engineer, Construction Project Manager, and Policy & Administration Specialist.
- DEI specialist along with ADA team conducted an ADA assessment of the Public Safety Center and Library
- DEI specialist attended and introduced DEI initiatives to Community Center and Senior Services Board, Visitors and Tourism Board, and Art and Culture Board
- An ADA grievance procedure was posted to the Accessibility page of the City website
- DEI specialist attended Economic Diversity and Inclusion Summit in Waterloo

**BENEFITS & COMPENSATION**

- A mailing with required annual notices including the annual Medicare creditable coverage notice, CHIP notice, Women's Health and Cancer Rights Notice, and Newborn Mothers Health Protection Notice was prepared and distributed to plan participants. Also included in this distribution was the notice of the City's Privacy Policy practices and HIPAA Special Enrollment Rights notice.
- Staff, in coordination with our benefits consultant, continued gathering pharmacy reports for review and considered PBM and Administrator options available to the City for 2024 plan year.
- Cafeteria benefits plan renewal was initiated with iSolved Benefit Services.
- Cafeteria open enrollment packets were printed, assembled, and distributed to employees. Packets were mailed to employees not working in the office at the time of distribution. Enrollment materials are due back November 27. Staff will enter employee elections into the payroll system and upload to iSolved Benefit Services.

**CIVIL SERVICE COMMISSION**

- Preparations for and follow-up to the October 18 meeting were completed
- Certified lists for Information Systems Technician II and Water Reclamation Supervisor were approved
- Candidates were approved to test for Equipment Mechanic and Wastewater Treatment Plant Operator I
- Discussion and approval of a temporary Public Safety Supervisor Captain for the Fire Division took place

**HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the October 9<sup>th</sup> regular commission meeting were completed
- Emailed formal invites to City leadership, councilmembers and local candidates for Nov. 17<sup>th</sup> HRC Inaugural Fall Summit

**Finance and Business Operations  
Information Systems Division  
Monthly Report October 2023**

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

- Continued work on a new Laserfiche Public Portal to allow our Standard Municipal Index of City Documents viewable from our website.
- O365 Implementation
  - Working on integrating Library user accounts into our SharePoint site
  - Met to discuss Single Sign On integration for cloud-based software, which will ensure MFA for all access.
  - Closed all sites to external sharing and further secured our microsoft tenant.
- Our staff worked with Public Safety creating an RFP for body worn and car camera replacements, contract negotiation began.
- We worked on network upgrades in anticipation of one of our switches being at the end of vulnerability updates, getting quotes and working with vendors.
- Staff continues to assist in testing and project work for the County Wide dispatch software.
- New Surveillance Cameras were registered and training for the Public Works recycling sites have taken place
- Staff assisted where necessary with the remodel work at the Recreation Center.
- Network Administrator and Manager continued a 12-week training course on Cyber Security Leadership.
- Cyber Security Month had lots of educational opportunities for staff to attend various webinars.

**Software Purchase/Installation/Upgrade Activities**

- 57 software installations for 10 different departments
- Installed 4 new software for 1 department

**Equipment Purchase/Installation/Upgrade Activities/Repairs**

- 20 new pieces of equipment purchased for 7 different department and inventory.
- 6 new equipment installations for 3 different departments.

**Problem Resolution Activities & Assistance Activities**

- 51 problem resolution or assistant activities took place for 9 different departments

**Graphic Design Activities**

- **Hearst Center:** new building pc, exhibition postcards
- **Tourism:** new colors for logo, banners for IHSAA event, visitor guide map, Annual Report
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, Currents distribution, IA APA conference signs, BHCGA plaque, Cedar River Rec Project materials, Fire Prevention week materials, firearms instructor cards, HRS summit poster/graphic, 20 under 40, form changes, recycle signs

### **Channel 15 Programming Activities**

- Cable TV Summary of projects
  - This month we produced 6 public meetings, 8 High School Sporting Events, 3 Candidate Forums, and 3 City News shows.
  - Continued testing CFU TV app for Firestick TV apps and Androids.
- Drone Flights
  - Cedar River Recreational Project
  - Cedar Falls High School New Campus/Football Field

### **Geographical Information Systems (GIS) Activities**

- GIS Summary of projects
  - Upgraded desktop software and began converting existing projects
  - Updated all web services to the new runtime environment
  - Updated a majority of the web applications to a new interface
  - Met with vendor to activate single sign-on for mapping applications
  - Met with Engineering to begin an easement acquisition project
  - Reviewed edge-matched aerial imagery
  - Worked with Planning & INRCOG for a CDBG grant
  - Met with Waste to update yard waste routes
  - Met with Planning to provide exhibits for College Hill Study Area
  - Met with Parks to provide information on docks for IDNR
  - Met with Esri to discuss future licensing options
  - Updated all pdf maps on cedarfalls.com
  - Upgraded and patched GIS server software and applications
- Completed 18 web and database projects for 6 departments
- Graded & interviewed 1 candidate for GIS/CAD Tech position
- Completed 5 different data requests for 5 entities
- Provided 18 maps for different 6 departments.
- Created 433 new addresses

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
October 2023**

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

**Traffic Court:**

City Cases Filed: 167 (this number includes both City and State tickets)

Cases Set: 9 (Traffic) 1 (Code Enforcement)

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

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, revise, drafting or advice on 8 agreements
- Advise on various real estate tax issues
- Draft new cemetery ordinances and regulations
- Advise on quasi-judicial decision-making

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
OCTOBER 2023**

**Public Records Activity**

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

Responded to nine (9) requests for public records.

**Licenses / Permits Processed & Issued**

- 63 Pet licenses
- 8 Annual Paw Park permits
- 1 Poultry licenses
- 0 Public Event permits
- 0 Sidewalk Café permits
- 0 Table & Chairs permits
- 0 Mobile Merchant permits
- 0 Tree Trimmer Licenses
- 0 Dumpster Permits
- 9 Cemetery Interment Rights
- 15 Liquor licenses and beer/wine permits
- 1 Tobacco/Nicotine permit

The unemployment rates for the month of September 2023 were 2.9% for the Waterloo-Cedar Falls Metropolitan Area, 3.0% in Iowa, and 3.6% in the U.S.

Staff attended both the Iowa Municipal Finance Officers Association and the Iowa Municipal Professionals Institute.

**Parking Activity**

**Enforcement**

- 1,011 Parking citations issued.
- \$ 9,983.00 Citations paid.

**Collection Efforts**

- \$ 993.00 Collections from delinquent parking accounts.
- \$ 600.00 Vehicle immobilizations (12 vehicles).

**Permits**

- \$ 3,093.00 Parking permits issued (50).

**Meter Collections**

- \$ 1,582.84 Paid parking.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
OCTOBER 2023**

**Library Activity**

<b>Usage Statistics</b>	<b>August 2023</b>	<b>September 2023</b>	<b>September 2022</b>
<b>Customer Count</b>	16,066	13,193	12,014
<b>Circulation</b>	37,722	32,064	31,841
<b>Event Attendance</b>	598	940	1,101

Special events in October included the following:

- A Sanderson Sisters Escape Room for all ages
- A Franken-toy maker program for teens and tweens
- Introduction to Hand Lettering workshop for adults
- A special spooky storytime for children

**Community Center Activity**

Programs at the Community Center included line dancing, cards, billiards, senior fitness classes, live music, and ceramics. Rentals in October included a co-op members meeting and a Halloween party.



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

Oct-23

Total for Month \$25,534,836.00  
 Total for Fiscal Year \$40,256,001.00  
 Total Same Month - LAST YEAR \$7,862,272.00  
 Total for Fiscal Year - LAST YEAR \$21,832,071.00

Construction Type	Monthly Summary						Yearly Summary					
	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-Inspection Fees	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-Inspection Fees
Single Family New Construction	10	0	\$2,378,017.00	\$16,444.80	\$0.00	\$0.00	31	0	\$10,121,684.00	\$69,079.40	\$0.00	\$0.00
Multi-Family New Construction												
Res Additions and Alterations	83	0	\$1,062,816.00	\$17,498.00	\$0.00	\$0.00	376	0	\$5,553,883.00	\$88,326.00	\$0.00	\$0.00
Res Garages	6	0	\$105,645.00	\$1,856.00	\$0.00	\$0.00	19	0	\$281,289.00	\$5,072.00	\$0.00	\$0.00
Commercial//Industrial New Construction	5	0	\$17,266,000.00	\$80,887.90	\$0.00	\$0.00	9	0	\$17,866,000.00	\$85,972.90	\$0.00	\$0.00
Commercial//Industrial Additions and Alterations	10	0	\$4,681,400.00	\$24,799.00	\$0.00	\$0.00	48	0	\$6,106,687.00	\$41,543.60	\$0.00	\$0.00
Commercial//Industrial Garages												
Churches							1	0	\$2,000.00	\$25.00	\$0.00	\$0.00
Institutional, Schools, Public, and Utility	1	0	\$40,958.00	\$0.00	\$0.00	\$0.00	4	0	\$289,458.00	\$1,645.80	\$0.00	\$0.00
Agricultural/Vacant							1	0	\$35,000.00	\$503.00	\$0.00	\$0.00
Plan Review	12	0	\$0.00	\$68,316.00	\$0.00	\$0.00	37	0	\$0.00	\$78,924.00	\$0.00	\$0.00
<b>Total</b>	<b>127</b>	<b>0</b>	<b>\$25,534,836.00</b>	<b>\$209,801.70</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>526</b>	<b>0</b>	<b>\$40,256,001.00</b>	<b>\$371,091.70</b>	<b>\$0.00</b>	<b>\$0.00</b>

Oct-23

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Licenses	Valuations	Fees	Issued	Dwelling Licenses	Valuations	Fees
Electrical	60	0	\$0.00	\$6,372.10	237	0	\$0.00	\$21,580.50
Mechanical	79	0	\$0.00	\$7,680.00	355	0	\$0.00	\$30,657.00
Plumbing	89	0	\$0.00	\$6,416.00	309	0	\$0.00	\$24,707.50
Refrigeration	1	0	\$0.00	\$175.00	1	0	\$0.00	\$175.00
<b>Total</b>	<b>229</b>			<b>\$20,643.10</b>	<b>902</b>		<b>\$0.00</b>	<b>\$77,120.00</b>

0  
 130  
 100  
 100  
 330

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Licenses	Valuations	Fees	Issued	Dwelling Licenses	Valuations	Fees
Electrical					4	0	\$0.00	\$600.00
Mechanical					1	0	\$0.00	\$150.00
Plumbing								
Refrigeration								
<b>Total</b>	<b>0</b>			<b>\$0.00</b>	<b>5</b>			<b>\$750.00</b>
<b>Building Totals</b>	<b>127</b>	<b>0</b>	<b>\$25,534,836.00</b>	<b>\$209,801.70</b>	<b>526</b>	<b>0</b>	<b>\$40,256,001.00</b>	<b>\$371,091.70</b>
<b>Grand Total</b>	<b>356</b>	<b>0</b>	<b>\$25,534,836.00</b>	<b>\$230,444.80</b>	<b>1433</b>	<b>0</b>	<b>\$40,256,001.00</b>	<b>\$448,961.70</b>

\$0.00  
 \$0.00

**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
October 2023**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on October 11 and October 25.

<b>October 11, 2023 Meeting</b>			
<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
Witham Management LLC, Owner, All Star Construction, Contractor	College Hill Neighborhood Design Review – 2121 Walnut Street (DR23-003)	Approval	Recommended approval to City Council
AMCPAC LLC, Owner; Alex Bower, Robinson Engineering Company, Engineer	Hwy-1 Commercial Site Plan– 703 Brandilynn Blvd. (SP23-012)	Approval	Recommended approval to City Council
<b>October 25, 2023 Meeting</b>			
Cheryl D. Moses, Owner, Claussen Construction, Contractor	College Hill Neighborhood Design Review – 423 W 26th Street (DR23-004)	Approval	Recommended approval to City Council

**Group Rental Committee** – Meetings were held on October 3 and October 17.

<b>Address</b>	<b>Units</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
1103 W 19th	1	MSK Real Estate Co. LLC	4	2	10/3/2023	NA
2012 State	1	Riley M Oberhauser	4	3	10/3/2023	?
2521 Walnut	6	Michael Geisler	9 adults in 7 units	1 adult per unit	10/3/2023	NA
1421-23 Starview	2	Jacob Manderscheid	4 adults per unit	2 adults per unit	10/17/2023	NA
721 Olive	2	Chad Shipman	2 adults per unit	2 adults per unit	10/17/2023	NA

**Board of Rental Housing Appeals** – There was no scheduled meeting.

**Board of Adjustment** – There was no scheduled meeting.

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

	Date	Notes/Actions
Bicycle and Pedestrian Commission	10/3/23	This was the first meeting as an official commission since Council voted to codify their role on September 18th. Aldina from INRCOG presented the bicycle and pedestrian elements of their 2050 Long Range Transportation Plan which has been open for review and public comment. Commission members gave their reactions. The sharrow and pedestrian subcommittees determined to meet together prior to the next commission meeting to define their proposed goals and tasks for the commission's approval. Since the commission is newly minted, members nominated and voted again for Andrew Shroll and Jack Yates to be the Chair and Co-Chair (respectively) for the remainder of the year continuing their tenure as expected.
College Hill Partnership	N/A	Meeting cancelled.
Historic Preservation Commission	10/10/23	The CLG grant application for Overman Park District application is still not available from the state office. The commission did not have any updates to share on the digitalization of the resource project, but they mentioned that they have a possibility of getting a paid internship from UNI to help them digitize mentioned that they would like to get links to HPC events to Visitor's and Tourism website, to be able to attract more traffic to HPC webpage. The commission also discussed possible scanning of literature resources to be made digitally available on the HPC webpage. The commission provided updates from their research about possible educational events in North Cedar Neighborhood and the identification of unique architectural styles along 2nd Street. Staff asked the commission to share the prepared presentation for the "Seerley Park Neighborhood Walking Tour", as they are soon to present this at Grout Museum on 28th November 2023 to Cedar Valley Historical Society.
Housing Commission	10/18/23	The Housing Commission made a recommendation to approve the CAPER as amended (with two updates).

The Housing Commission reviewed the Service Agencies Application, agreeing to fund four of the five agencies that had applied. The fifth agency was not funded due to not expanding funding over the past two cycles.

They also agreed with the staff recommendation and made a recommendation to City Council to approve the payment standards.

More discussion occurred re: Housing Trust Fund, with historical background provided. Chair Winterhof is going to work with Brian Schoon to determine what other organizations could assist with moving this forward.

Community Main Street Design Committee N/A

No meeting was held in the month of October.

North Cedar Neighborhood Association (NCNA) 9/10/23

NCNA invited Jake and Carol Yates to present at the meeting to discuss the Grow Solar Cedar Valley project to help connect a contractor to the property owners that are interested in solar panels.

NCNA provided updates on when the decorative light on Center Street will be fixed. They are also creating partnerships to have more events in North Cedar.

Parking Tech Committee N/A

No meeting was held in the month of October.

**LAND USE INQUIRIES AND PERMITTING**

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

**OTHER PROJECTS FOR OCTOBER INCLUDED:**

- The Federal Rail Administration is expected to publish another notice of funding opportunity this Fall for the Railroad Crossing Elimination Grant which the City applied for in Fall 2022. Preparations are underway to update our application, include additional partners, and resubmit by the anticipated deadline.
- Ongoing effort to address enforcement of rental paving ordinance.
- Working on the Major Thoroughfare Plan and related street standards and associated subdivision code street connectivity standards.
- Various enforcement actions related to zoning and rental code violations.
- The second phase of the North Cedar Floodplain Buyout has started with the approval of the appraisal contract.

**ECONOMIC DEVELOPMENT:**

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Met with an out of state business for two days looking to locate their North American headquarters in Cedar Falls.
- Had a discussion with IEDA officials regarding state incentives for an out of state prospect.
- Began drafting legal documents for a new industrial park project to be located within the West Viking Road Industrial Park.
- Prepared a development agreement for a proposed project in the West Viking Road Industrial Park.
- Reviewed annual TIF certification materials to be sent to Black Hawk County.
- City Council approved first two readings of a tax abatement ordinance for KL Iowa 01, LLC, which recently finished construction on a new industrial building in the industrial park.

**CDBG**

- CAPER was reviewed by the Housing Commission and the City Council set the public hearing.
- Work with Waterloo on HOME allocations and additional funding through ARP.
- Continue to work on the next 5-year Consolidated Plan, partnering with Waterloo as a consortium, as required by HUD.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	739	<b>Rent Subsidies (HAP payments)</b>	\$96,066
<b>New Applications Taken</b>	29	<b>Utility Payments</b>	\$ 1,814
<b>Units under Contract</b>	185	<b>Admin Fees</b>	\$ 15,126
<b>Initial Vouchers Issued</b>	2	<b>Pulled from Waitlist</b>	20
<b>Current Open Vouchers</b>	23	<b>Top of List Letters currently out</b>	0
<b>New Admissions</b>	0	<b>Lease Up Goal</b>	220

**Ongoing**

- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist
- Working with HUD on transferring 80 clients from a project-based Section Building located on Boulder Drive that is currently administered by a State agency.

**ADD A DOLLAR REPORT**

There were 9 applications received for utility assistance in October for a total of \$2,083.73 paid out. There was a balance of \$57,393.28 left as of October 31, 2023.

## RECREATION & COMMUNITY PROGRAMS Monthly Report for October

### Administrative:

- Worked with IT Division and Public Works to complete the front desk remodel.
- Staff began selling drinks from the front desk instead of using the vending machines.
- Staff was trained on POS items and started a new beverage inventory.
- The Park and Rec Commission had its monthly meeting at the Rec Center.
- Hosted a Halloween Indoor Park for small children to attend in costume.

Rec & Fitness Center	October	September
Rec Center Daily Admission	\$5,200.62	\$2,869.21
Rec Memberships Sold	\$31,447.34	\$20,968.08
Daily Member Check In	9,765	7,876
Beach House Reservations	6	6
Shelter Reservations	15	22
Pickleball Court Reservations	5	26
Dance	48	24
Health Walk	144	-

### Aquatics:

- All winterization was completed at The Falls.
- Staff met with Carrico Aquatics to walk the facility trying to identify possible upcoming expenses on current equipment.

Participation	2023 Indoor	2022 Indoor
Swim Passes Sold	2	5
Open Recreational Swimming/Lap Swimming	385	574
Aquatic Program Usage (swim clubs, lessons, lifeguarding, training)	1,645	1,226

**Recreation Programs:**

- 221 Ballfield usage hours for the month.
- Flag Football participated in the UNI DOME.
- Fall Programs began in October.

<b>Program</b>	<b>Enrolled/ est. team members</b>	<b>Meetings /Games</b>	<b>2023 Contacts</b>	<b>2022 Contacts</b>
<b>Youth Volleyball 4<sup>th</sup> – 6<sup>th</sup></b>	<b>96</b>	<b>3</b>	<b>288</b>	<b>276</b>
<b>Flag Football 1<sup>st</sup> &amp; 2<sup>nd</sup></b>	<b>180</b>	<b>7.5</b>	<b>1,350</b>	<b>1,477.5</b>
<b>Flag Football 3<sup>rd</sup> &amp; 4<sup>th</sup></b>	<b>215</b>	<b>8</b>	<b>1,720</b>	<b>1,567.5</b>
<b>Flag Football 5<sup>th</sup> &amp; 6<sup>th</sup></b>	<b>151</b>	<b>8</b>	<b>1,208</b>	<b>1,177.5</b>
<b>Flag Football 5<sup>th</sup> &amp; 6<sup>th</sup> Girls</b>	<b>29</b>	<b>8</b>	<b>232</b>	<b>N/A</b>
<b>Adult Pickleball League</b>	<b>2</b>	<b>32</b>	<b>128</b>	<b>N/A</b>
<b>Racquetball League</b>	<b>16</b>	<b>5</b>	<b>48</b>	<b>48</b>
<b>Indoor Park</b>		<b>5</b>	<b>170</b>	<b>81</b>
<b>Basketball Co-Ed (Kin)</b>	<b>76</b>	<b>1</b>	<b>76</b>	<b>64</b>
<b>Basketball 1<sup>st</sup> Girls</b>	<b>39</b>	<b>1</b>	<b>39</b>	<b>32</b>
<b>Basketball 3<sup>rd</sup> &amp; 4<sup>th</sup> Boys</b>	<b>70</b>	<b>1</b>	<b>70</b>	<b>65</b>
<b>Volleyball Adult Mix Mon</b>	<b>14</b>	<b>29</b>	<b>406</b>	<b>588</b>
<b>Volleyball Adult Mix Wen</b>	<b>14</b>	<b>9</b>	<b>126</b>	<b>126</b>
<b>Volleyball Adult Women’s</b>	<b>14</b>	<b>18</b>	<b>252</b>	<b>126</b>

**Fitness/Wellness:**

- We launched a new “Hula Hoop Fitness” class that filled sessions.
- We had great enrollment in our City of Cedar Falls “Healthiest Walk Event”.
- We offered many themed events such as a Halloween Ride for the cycle class.
- Wellness started a step challenge which was the second challenge of the year.

<b>Fitness/ Wellness</b>	<b>2023 Participation</b>	<b>2022 Participation</b>
Fitness Classes Offered	208	200
Fitness Class Attendance	2,225	1,753
Personal Training Sessions	94	64
Massages:	54	66
Child Care	53	74
Rec Facility Rentals	19	7





## CEDAR FALLS TOURISM & VISITORS BUREAU October 2023

### MEETINGS/CONVENTIONS/SPORTS/GROUPS

- Cedar Falls Tourism was engaged in our highest month of conferences to date! Cedar Falls hosted 8 conferences including American Planning Association Upper Midwest (grant funded), Eastern Iowa Veterinary Conference and more for an estimated economic impact of over \$215,727 for October events that had bureau engagement.
- Secured one event for 2024.
- Generated three new leads, hosted two site visits, and submitted two proposals for potential future events.
- Worked with UNI, CFU, Community Main Street and others on welcome signage for IHSAA Football.

### LEISURE

- Met with 16 of 25 Panthers on Parade sponsors to connect them with artists.
- Digital ad campaign is underway promoting Stay & Play in Cedar Falls.
- Work continued on the 2024 Cedar Falls Visitor Guide.

### COLLABORATION

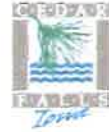
- Presented at Cedar Falls Rotary meeting.
- Hosted a coffee reception for tourism volunteers.
- Assisted with tourism impact information for Jump In fundraisers.
- Volunteers provided visitor information at UNI Family Day and UNI Visit Days.
- Attended Iowa Travel Industry Partners board meeting.
- Attended Travel Iowa Industry Insider meeting.
- Attended Cedar Valley Sports Commission board meeting.
- Attended CV Trails Partnership meetings.
- Attended Iowa Cultural and Entertainment District Advisory Committee meeting.
- Published Hospitality Highlights newsletter x4.

	October 2023	October 2022
Visitor Center Traffic	430	355
Website Traffic + CV365.com	9,790	8,846
Facebook	10,891	9,748
Instagram	2,688	2,374
LinkedIn	767	477
Visitor Guide Distribution	825	832
Ad Campaign Impressions	60,508	n/a
Volunteer Hours	26	47

## CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | October 2023

Cory Hurless (she/her), Cultural Programs Supervisor



Item 4.



Frankensteins, Master Plan Open House, and Gary Kelley closing reception

### HEARST HIGHLIGHTS

- Hearst 2.0 Master Plan Public Open House took place October 24, 53 were in attendance.
- The Hearst held a closing reception for Gary Kelley's Sleepy Hollow series on October 31.
- Interro String Quartet performed on October 3<sup>rd</sup>.
- The Songbook Trio continued their series in October, playing classic Americana tunes to an **audience of 57.**
- Final Thursday Author Series continued on October 26 with Q&A featuring local author Cherie Darden.
- Outreach in October continued for Northstar and the Community Center, with a **relaunch of Café services for Pathways Behavioral Services** (first back since COVID).
- The Trio EMS performed a classical concert on October 15th with **52 people in attendance.**
- The Hearst hosted a pop-up event October 12 in collaboration with UNI's Education Department featuring a lecture entitled: Danish History and Culture: Connecting with the Past So We Can Flourish in the Future by visiting professor Dr. Frans Ørsted Andersen.
- Teen Art Club, Intro to Watercolor, Intro to Guitar, Surface Design, and Wheel classes continued in October.
- Messy Mornings & Saturday Youth Classes started back up in October, along with Frankensteins, Painted Wood Earrings, and Open Studio Painting classes for adults.
- Art Day Away (day camp) took place October 13 with 25 students in attendance.
- Our free workshops were full this month, with Investigations of your square patch of earth, and Memoir Writing Workshop featuring Iowan author Beth Hoffman.
- Staff attended the Iowa Museum Association conference in Davenport, and the Art Educators of Iowa conference in Iowa City in October.
- New Education Coordinator Caylin Graham started at the Hearst October 17.

## Hearst By The Numbers

Hearst Center for the Arts Activity Report - Cultural Division FY24			
	August	September	October
<b>OVERALL ATTENDANCE</b>			
# of Days Open to Public	29	26	26
<b>Door Counter + any virtual events</b>	<b>1688</b>	<b>1021</b>	<b>1426</b>
Sculpture Garden (est.)	350	300	250
Average visits per day	70.28	50.81	64.46
<b>FREE SERVICES - ATTENDANCE DETAIL</b>			
Exhibition (walk-in)	430	247	278
Special Events (lectures, concerts, film, performance, free workshops)	574	208	263
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	103	151	39
Community Meetings (ACB, Friends, etc.)	23	12	12
Thursday Painters + Majong (add both together)	145	119	115
Tours	0	0	0
<b>Total Free Services Attendance</b>	<b>1275</b>	<b>737</b>	<b>707</b>
<b>OUTREACH &amp; VOLUNTEER SVC.</b>			
Volunteers (total number)	6	4	5
Volunteer Hours	15.25	4	11
Offsite Outreach Attendance	174	359	42
Offsite Outreach Number of Events	2	2	4
<b>PAID SERVICES - ATTENDANCE DETAIL</b>			
Family Workshops	0	0	0
Youth Classes	0	13	349
Adult Classes	43	88	164
Messy Mornings	0	49	77
Camps	322	0	38
Birthday Parties	0	0	0
Rentals	21	65	43
Ceramics Lab	2	24	18
<b>Total Paid Services Attendance</b>	<b>388</b>	<b>239</b>	<b>689</b>
<b>MEMBERSHIPS</b>			
Total Friends Memberships	273	278	280
New/Renewed this month	18	5	6
<b>Total Revenue from New Memberships</b>	<b>\$1,195</b>	<b>\$235</b>	<b>\$425</b>
<b>DIGITAL TRAFFIC</b>			
E-News Subscriptions	1,083	1,085	1094
Newsletter click throughs	74	70	48
Facebook Followers	3,411	3,439	3456
Instagram Followers	1,172	1,178	1193
Web views	1,149	892	1063
<b>PRESS, # OF OCCURENCES</b>			
Newspaper article	2	1	1
Radio interviews	0	1	2
Press Releases	0	0	0
Social Media Paid ads	9	1	3

**ENGINEERING DIVISION**

**Item 4.**

<i>Type</i>	<i>Project No.</i>	<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out	\$107,500	Benton's Sand and Gravel
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Final Out	\$508,133.06	Owen
Alley/Storm Water	RC-000-3298	2023 Alley Reconstruction	Reconstruction	Final Out Remains	\$256,640.00	Veith
Streets	RC-000-3272	2021 Street Construction	Street Repair	Completed	\$4,030,000.00	PCI
Streets	RC-000-3230	2022 Street Construction	Street Repair	Completed	\$3,266,000.00	PCI
Streets	RC-000-3299	2023 Street Construction	Reconstruction	Active	\$2,664,000.00	PCI
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Final Out	\$49,143.69	Iowa Flatworks
Sidewalk	SW-000-3301	2023 Sidewalk Assessment	Sidewalks & Trails	Construction	TBD	Boulder
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL
Streets	SC-000-3311	2023 Seal Coat	Resurfacing	Final Out Remains	\$200,000	Blacktop Services
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Active	\$1,160,000	PCI
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Active	\$6,300,000	PCI
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Active	\$800,000	PCI
Streets	CP-197-3244	Ashworth Drive Extension	New Construction	Active	1,249,087.31	Dave Schmitt
Streets	RC-092-3271	Cedar Heights Area Reconstruction Phase 1A	Reconstruction	Active	\$3,400,000	Dave Schmitt
Streets	RC-173-3228	Greenhill Rd & S Main Intersection Improvements	Reconstruction	Punch List Remains	\$3,400,000	PCI
Streets	RC-000-3283	Main Street Reconstruction	Reconstruction	Active	\$29,900,000.00	PCI
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Active	TBD	PCI
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Final Out Remains	\$8,700,000	PCI
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	ROW & Final Design	TBD	TBD
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Final Out Remains	\$510,299	Lodge
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	PCI
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Punch List Remains	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3171	Cedar Heights Drive Recon.	Street Repair	Punch List Remains	\$6,000,000	PCI
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Owen
Streets	MC-000-3206	Center Street Street Scape	Recon	Punch List Remains	TBD	Owen

ENGINEERING DIVISION

Item 4.

<i>Project No.</i>	<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
TBD	Arbors Fifth Addition	New Subdivision	Construction Plan Review	-----	Skogman/CGA
TBD	Hidden Pines	New Subdivision	Construction Plan Review	-----	LGC/Fehr Graham
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
TBD	West Fork Crossings	New Subdivision	Construction Underway	-----	ISG
SU-217-3193	Western Homes 10th Addition	New Subdivision	Construction Underway	-----	Claassen/Western Homes
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	-----	Nelson Construction & Development
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 1st Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 2nd Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-454-3257	Wild Horse 6th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA

ENGINEERING DIVISION

Item 4.

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
ATS Addition	712 LeClair St	Approved	Approved	Owner/Fehr Graham	Active
Bethany Bible Church	Rownd Street	Approved	Approved	Owner/VJ	Active
Casey's General Store	1612 W 1st St	Approved	Approved	Casey's/CDA	Active
CF Storage LLC	2811 Technology Parkway	Approved	Approved	Owner/Synder	Active
Clay Street Cottages	Clay/9th St	Approved	-----	Wingert	Active
Community United Child Care	Nordic Drive	Approved	Approved	Owner	Active
Creekside Condos	Cedar Heights/Valley High	Approved	Approved	Larson/Fehr Graham	Active
D&D Midwest Investments	5630 Westminster Drive	Approved	Approved	Owner/JV	Active
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
Levi Architecture	3228 Cedar Heights Dr	Approved	-----	Owner	Active
Midway Drive Storage Units	3717 Midway Drive	Approved	-----	Owner/VJ	Active
Oak Park Assisted Living II	Greenhill Circle	Approved	-----	Owner	Active
Pinnacle Prairie Senior Living	Prairie Parkway	Approved	Approved	Nelson/Axiom	Active
Simple Mining	2715 Technology Parkway	Approved	Approved	Owner/Brewer Civil	Active
Stickfort Electric Addition	201 E 22nd Street	Approved	-----	Owner	Active
Triplex on Lot 4 (Hanna Park)	Valley High Drive	Approved	Approved	Larson/CGA	Active
B&D Distribution Warehouse	West Viking Industrial Park	Approved	-----	Owner/Snyder	Pending
Popeyes	Brandilynn Boulevard	Approved	-----	Owner	Pending
Retail on Brandilynn	703 Brandilynn Boulevard	Approved	-----	Owner	Pending
918 Viking Road	918 Viking Road	Approved	-----	Dahlstrom	Complete
Cove at Spruce Hills	Spruce Hills Dr	Approved	-----	Owner/Snyder	Complete
McWing Storage Units	3015/3035 Capital Way	Approved	Approved	Owner	Complete
Veridian Credit Union	Brandilynn Boulevard	Approved	-----	Owner	Complete

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for October 2023

#### Streets Section:

- Street sweeping took place during the month utilizing two sweeping units.
- Performed concrete panel replacement on Bluebell Rd.
- Permanent repairs of Six (6) utility repair cuts were performed.
- Performed several sanitary and storm sewer structure repairs throughout the month
- Annual snow and Ice control training was conducted with affected city staff.

#### Traffic Operations:

- 221 traffic control signs and labels were repaired or replaced
- 33 signal repairs were conducted throughout the month
- Installed crosswalk markings and flashing beacons at Lone Tree and Center St
- Assisted with new signal installs at 6<sup>th</sup> & Main and Hudson & Ridgeway intersections

#### Fleet Maintenance:

- 1,077 transactions were recorded through the City's fuel dispensing sites
- Used 13,647 gallons of fuel (6,438 ethanol, 7,209 diesel)
- 132 work orders were processed through the fleet section for the month
- Procured vehicles for several city divisions

#### Public Buildings:

- Completed various repairs and maintenance throughout public buildings.
- Completed concrete repairs to mitigate trip/fall potential around public buildings
- Exterior maintenance and winterization of public buildings was completed

#### Parks:

- Completed fall tree planting. 267 trees were planted
- Completed stump grinding at Pheasant Ridge golf course
- Began winterization of parks and irrigation systems
- Performed routine park inspection and maintenance including trail repairs and sweeping

#### Cemetery:

- Performed nine (9) interments; Seven (7) at Greenwood Cemetery, two (2) at Fairview Cemetery.
- Spaces sold; Three (3) at Greenwood Cemetery, eleven (11) at Fairview Cemetery

#### Refuse:

- 618 tons of residential solid waste was collected. 512 three-yard container dumps were recorded. Crews responded to 86 residential bulk item collections
- Crews collected 159 tons of yard waste from curbside collection
- The Transfer Station hauled 65 loads of solid waste to the Black Hawk County Landfill totaling 938 tons.
- A total of 120.5 tons of household recyclable material was collected for the month.
- 50 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION / SEWER DIVISION  
MONTHLY REPORT - OCTOBER 2023

PLANT OPERATIONS

Water Reclamation Facility performance was very good for the month. All permit effluent requirements were met, and flows continue to be extremely low, with a 3.52 million gallons per day (MGD) average, below last year's average flow of 3.59 MGD and the five-year average flow of 5.69 MGD. These low flows are due to below average rainfall, leading to low inflow and infiltration.

PROJECTS

3E, was contracted to perform a coolant overhaul to the 17<sup>th</sup> Street Lift Station emergency generator.

Four tours were given of the Water Reclamation Facility to UNI students.

BIOSOLIDS

We were able to haul 64,000 gallons of liquid biosolids to local farm fields and another 294,000 gallons were dried through our dewatering system, and put into storage.

WRF staff began the process of applying these dewatered Biosolids to the Sartori Farm Fields. This is a labor-intensive process, transporting a years' worth of materials to the field for application. This will likely take 3-5 staff members 2-3 weeks to complete.

4.0 tons of inorganic material were hauled to the landfill for disposal.

SANITARY SEWER SYSTEM CALLS & SERVICES

We received 566 sewer locate requests from the Iowa One Call system, 75 of which required field locating by WRF staff.

We received four residential sewer problem calls. All were issues with the resident's private service line or plumbing.

There were two after hour emergency calls for lift station issues. All were quickly resolved.

We cleaned a total of 13,244 feet (2.5 miles) of sanitary sewer lines, more than last year's 2.11 miles, but below the five-year average of 5.1 miles. This brings our total for the year to 43.1 miles.

WRF staff also televised 1.4 miles of sanitary sewer lines. This is more than last year's 0.7 miles and above the five-year average of 0.7 miles. This brings the total for the year to 9.6 miles.



### INDUSTRIAL PRETREATMENT

Pretreatment inspections were conducted at PPG-Metokote, Viking Pump, Standard Golf, Univesal Industries and The University of Northern Iowa Power Plant. PPG-Metokote was issued an Infrequent Non-Compliance Violation for the Daily Maximum Zinc Concentration exceedance.

The Tri-ennial survey is still underway.

### STAFF AND TRAINING

Rod Smith, a longtime WWTP Operator retired effective, Friday, October 6<sup>th</sup>.

Maintenance Workers from the Water Reclamation Division joined other Public Works staff for their annual Snow Plow Training.

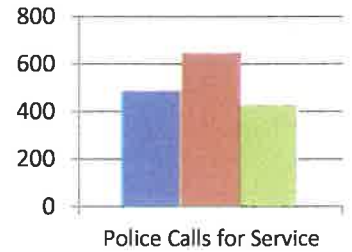
Joe Tegtmeier and Jay Dietz attended a four day, 30 hour, Wastewater Training at Kirkwood Community College.

Joe Tegtmeier passed the Operator I test, earning his Wastewater Operator I Certification from the State of Iowa.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
OCTOBER 2023**

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	490	646	432	1568
Traffic Stops	75	274	293	642
Arrests	7	14	30	51
Accidents	49	54	3	106



**CEDAR FALLS FIRE**

Fire Calls For Service Statistics

Fire	5
Rescue/Medical	128
Service Call	14
Good Intent	18
False Alarm/Call	28
Special Incident	1
Hazardous Condition/Spec	15
Business Occupancy Inspections	168
Rental/Residential Inspections	62

Fire Calls For Service



**POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Group A Serious Crimes	106	93	133	117	120	129	99	117	88	93		
Group B Other Crimes	60	82	89	84	70	69	84	74	82	55		
Traffic Accidents	117	91	76	74	93	91	75	93	100	106		
Other Calls	1470	1486	1874	1753	1341	1350	1552	1455	1634	1546		
CFS Totals	1753	1752	2172	2028	1624	1639	1810	1739	1904	1800		

Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Group A Serious Crimes	1468	1469	1702	1467	1437	1407	1681	1548	
Group B Other Crimes	674	579	613	683	661	565	745	741	
Traffic Accidents	734	790	720	774	613	228	1030	1231	
Other Calls	13,828	12,573	13,244	13,936	14,819	14,590	15,856	16,631	
CFS Totals	16,704	15,411	16,279	16,860	17,530	16,790	19,312	19,917	

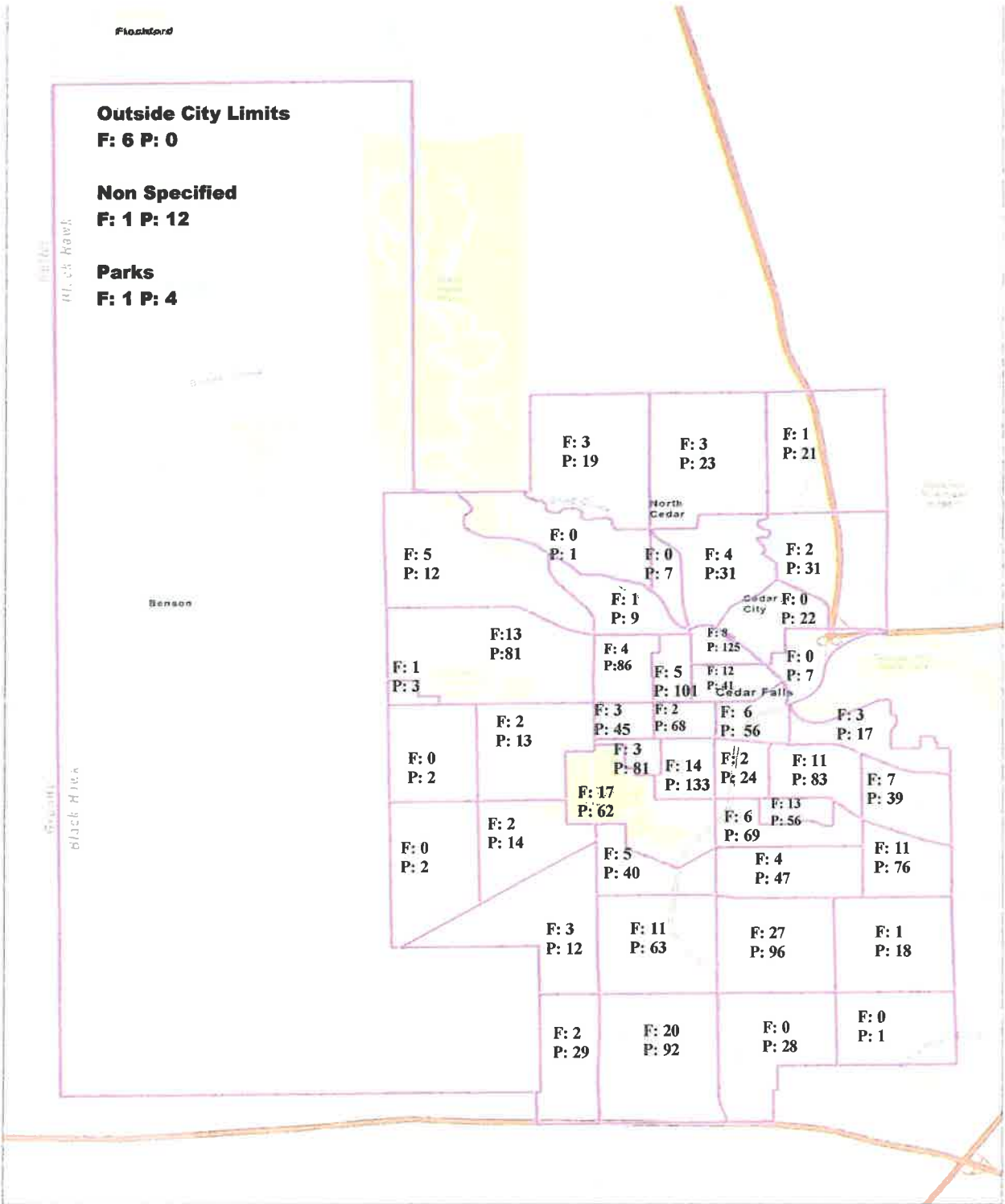
**FIRE RESCUE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Medical & Rescue	119	110	124	120	133	108	143	153	126	128		
Cancelled, False Alarms, Good Intent	36	28	40	40	55	44	59	45	47	46		
Fire, Heat, Hazard, Weather Related & Other	23	17	22	17	36	32	24	24	36	35		
Totals	178	155	186	177	224	184	226	222	209	209		

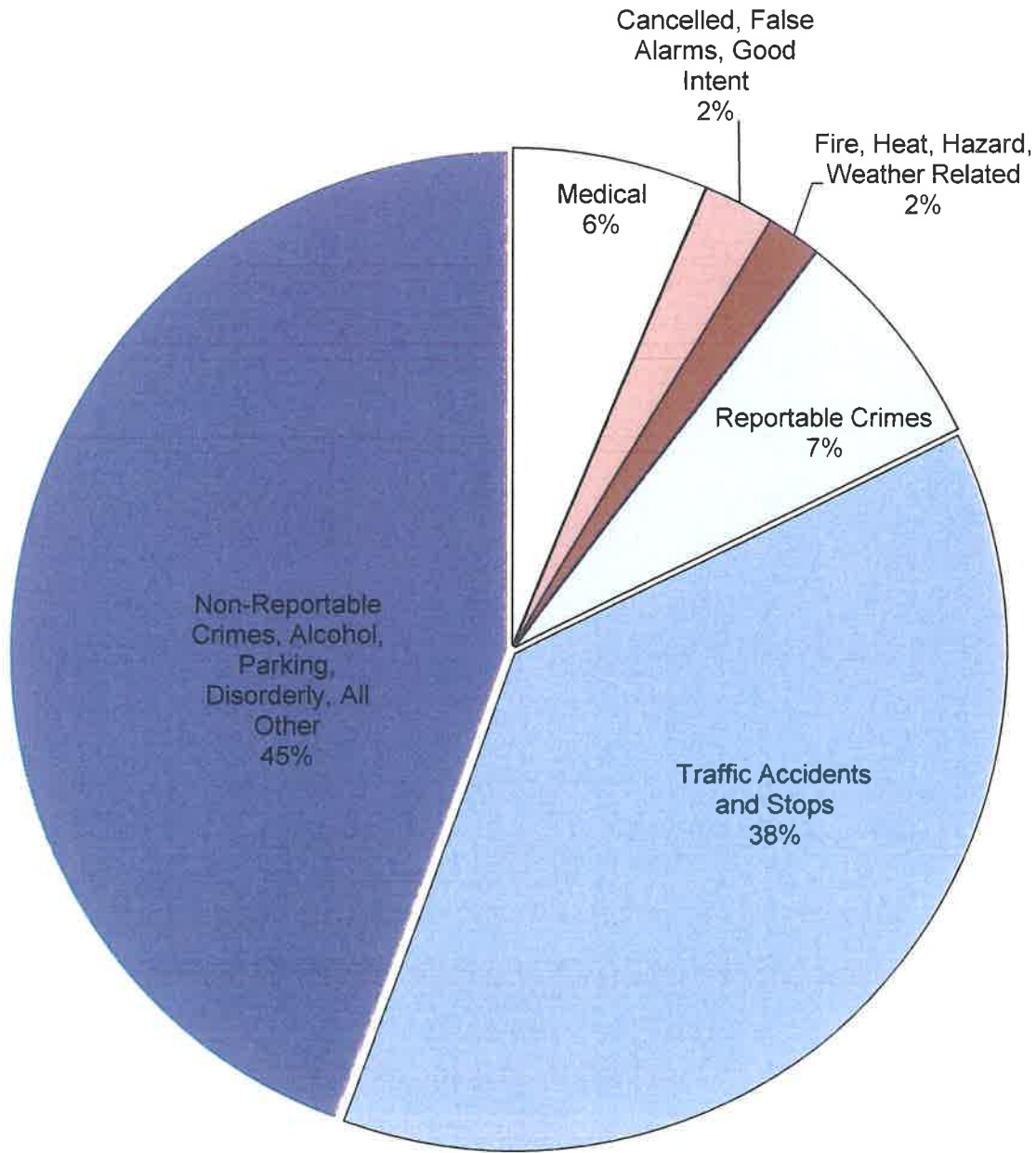
Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Non-Medical CFS	840	911	900	772	841	783	758	917	
Rescue / EMS Related	1367	1570	1437	1022	1272	1328	1541	1509	
Totals	2207	2481	2337	1794	2113	2111	2299	2426	

<b>POLICE STATISTICS:</b>	<b>OCT 2023</b>	<b>Total 2023</b>
<b>Group A Crimes</b>		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	0	2
Forcible Rape/Sodomy/Fondling	2	31
Robbery	0	1
Assault	10	207
Arson	0	1
Extortion/Blackmail	1	6
Burglary/B&E	5	108
Theft	46	427
Motor Vehicle Theft	3	27
Counterfeit/Forgery	1	24
Fraud	7	152
Embezzlement	0	0
Stolen Property	0	6
Vandalism	10	126
Drug Offenses	8	108
Incest	0	1
Porno/Obscene Material	0	4
Op/Pro/Asst. Gambling	0	3
Weapon Law Violation	0	6
<b>Group B Crimes</b>		
Disorderly Conduct	4	36
Driving Under Influence	12	221
Drunkenness	11	110
Non-Violent Family Offense	0	4
Liquor Law Violation	0	4
Runaway	0	12
Trespassing	1	23
All Other Offenses	27	343
<b>Group A Total:</b>	<b>93</b>	<b>1216</b>
<b>Group B Total:</b>	<b>55</b>	<b>753</b>
<b>Total Reported Crimes:</b>	<b>148</b>	<b>1969</b>
<b>Traffic Accidents</b>		
Fatality	0	1
Personal Injury	19	122
Hit and Run	19	170
Property Damage	80	651
Total reported Accidents	118	944
<b>Calls for Service</b>	<b>1800</b>	<b>18224</b>
<b>Total Arrests</b>	<b>59</b>	<b>799</b>

# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (OCTOBER 2023)



 FIRE

 POLICE

**Instructions on the reverse side**

For period (MM/DD/YYYY) 12 / 04 / 2023 through June 30, 2024

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

**Business Information:**

Trade name/Doing business as: Great wall Chinese Restaurant  
Physical location address: 2125<sup>S</sup> College ST City: Cedar Falls ZIP: 50613  
Mailing address: 2125 College<sup>Swat</sup> ST City: Cedar Falls State: IA ZIP: 50613  
Business phone number: 319.277.8899

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP USA Restaurant LLC  
Mailing address: 4214 Paddington<sup>DR</sup> City: Cedar Falls State: IA ZIP: 50613  
Phone number: 414.526.3177 Fax number: \_\_\_\_\_ Email: DILUSA526@  
Yahoo.com

**Retail Information:**

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

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

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

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

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

Name (please print): DILAWAR Khan Name (please print): \_\_\_\_\_  
Signature: [Signature] Signature: \_\_\_\_\_  
Date: 11.16.2023 Date: \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Craig Berte, Public Safety Services Director  
Mark Howard, Police Chief  
**Date:** November 27, 2023  
**Re:** Retail Alcohol License Applications

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

Name of Applicants:

- a) Holiday Inn Express & Suites, 1614 Technology Parkway, Class B retail alcohol - renewal.
- b) Cedar Falls Woman's Club, 304 Clay Street, Special Class C retail alcohol - renewal.
- c) Golf Lab, 201 Washington Street, Special Class C retail alcohol - renewal.
- d) Lifestyle Inn, 5826 University Avenue, Class C retail alcohol - renewal.
- e) Zury's Taco Bar, 2214 College Street, Class C retail alcohol - new.



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**MEMORANDUM**

**TO:** Mayor Green and City Council Members

**FROM:** Paul Kockler, Accountant

**DATE:** November 27, 2023

**SUBJECT:** **Business Associate Agreement with RxBenefits, Inc.**

Attached for your approval is a business associate agreement with RxBenefits, Inc. This agreement will allow the City to further exchange information with RxBenefits, Inc. in order to determine the specific details of a potential contract in which RxBenefits, Inc. would provide administrative services for the City's prescription drug benefits plan. If this business associate contract is approved, City staff would complete the contract negotiation with RxBenefits, Inc. and submit the contract for City Council approval at a later date. City staff recommends your approval of the business associate agreement. If you have questions regarding the attached, please contact Jennifer Rodenbeck at 268-5108 or me at 268-5101.

Thanks,

Attachment



**EXHIBIT B****BUSINESS ASSOCIATE AGREEMENT**

**THIS BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”), by and between **City of Cedar Falls’s Health Plan** (the “Plan”) and **City of Cedar Falls** (the “Company”) (the Plan and the Company are collectively referred to herein as the “Company”), and **RxBenefits, Inc.** on behalf of itself and its subsidiaries (the “Business Associate”), is effective as of January 1, 2024.

***RECITALS***

**WHEREAS**, due to the services (the “Services”) performed by the Business Associate with respect to the Plan, Protected Health Information (“PHI”) and Electronic Protected Health Information subject to the Privacy Regulations and the Security Regulations, promulgated by the United States Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 (the “Regulations”), may be transmitted, created, received, and/or maintained; and

**WHEREAS**, to the extent required by the Regulations, the Business Associate and the Company desire to comply with the “Business Associate” requirements of the Regulations and to memorialize their agreements with respect to such compliance.

***AGREEMENT***

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Business Associate and the Company agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms shall have the same meanings as set forth in the Regulations.

2. **Restrictions on Use and Disclosure of PHI.** The Business Associate may Use PHI only to perform the permitted and required Uses and Disclosures as provided by this Agreement or as Required By Law. The Business Associate shall make reasonable efforts to limit PHI that is subject to this Agreement to the minimum amount that is necessary to accomplish the intended purpose of a required or permitted Use or Disclosure under this Agreement. To the extent practicable, Business Associate agrees that each use, disclose, or request of PHI shall be limited to PHI in a limited data set, as that term is defined at 45 C.F.R. § 164.514(e)(2). The Business Associate shall not Use or Disclose PHI received from the Company or any participant in the Plan in any manner that would constitute a violation of the Regulations if the Company made the same Use or Disclosure, except that the Business Associate may Use or Disclose such PHI for the Business Associate's proper management and administration and legal responsibilities.

The Business Associate may Disclose PHI for the purposes described in this Section 2 only in the following circumstances: such Disclosure is Required By Law; or the Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. **Agents and Subcontractors Bound by Agreement.** If any agent or subcontractor of the Business Associate (other than the Business Associate’s Workforce) will have access to PHI that is received from, or created or received by the Business Associate on behalf of the Company, then the Business Associate will enter into an agreement with such agent or subcontractor whereby the agent or subcontractor agrees to be bound by the terms of this Agreement with respect to PHI.

4. **Safeguards for Protection of PHI; Report of Unauthorized Use or Disclosure.** The Business Associate agrees that it will implement and use appropriate safeguards to prevent any Use or Disclosure of PHI in violation of this Agreement. The Business Associate agrees that it will report to the Company any Use or Disclosure of PHI, of which the Business Associate becomes aware, that is in violation of this Agreement, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410 and any security incident of which it becomes aware. The Business

Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI by the Business Associate in violation of this Agreement.

5. Cooperation by the Business Associate. The Business Associate agrees to cooperate with the Company in providing an accounting of Disclosures of PHI received under this Agreement as requested by an individual to whom it relates, except to the extent the Regulations provide otherwise. In the event that Business Associate uses or maintains an electronic health record, Business Associate agrees that such accounting shall include disclosures made to carry out treatment, payment, and health care operations through the use of such electronic health record. Upon receiving a request for an accounting of disclosures directly from an individual who has received an accounting of disclosures from Company, which provided a list of all business associates acting on behalf of the Plan, including Business Associate, Business Associate agrees to provide an accounting of its disclosures of PHI to such individual as required by the Privacy Regulations. In response to such a request from an individual, Business Associate may elect to provide either (i) an accounting of disclosures that includes disclosures of subcontractors and/or agents acting on behalf of Business Associate or (ii) an accounting of disclosures that are made by the Business Associate as well as a list of all subcontractors and/or agents acting on behalf of Business Associate, including contact information such as mailing address, phone, and email address. The Business Associate shall respond to requests from the Company for the information described in this Section 5 and make available such information to the Company within a reasonable period of time to enable the Company to timely respond to any request.

The Company agrees that the Business Associate will not maintain any Designated Record Sets on its behalf and that the Business Associate assumes no responsibility to respond to individuals' requests for access or amendments as provided in Sections 164.524 and 164.526 of the Regulations.

Business Associate agrees that the requirements of the Privacy Regulations shall be applicable to Business Associate in the performance of its obligations pursuant to the Agreement.

Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any PHI, unless a valid authorization, as that term is defined at 45 C.F.R. § 164.508, is obtained or the purpose of the exchange meets one of the exceptions set forth in 45 C.F.R. 164.502(a)(5)(ii).

6. Documenting Disclosures. In order to cooperate with the Company in accordance with Section 5 above, the Business Associate agrees to document all Disclosures of PHI and information related to such Disclosures as would be required for the Company to respond to an individual's request for an accounting of Disclosures of PHI under Section 164.528 of the Regulations. Such documentation shall include: (a) the date of the Disclosure; (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a brief description of the PHI Disclosed; and (d) a brief statement of the purpose of the Disclosure (which would reasonably inform an individual of the basis for the Disclosure).

7. HHS. The Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from or created or received by the Business Associate on behalf of the Company available to the Secretary of HHS for purposes of determining the Company's compliance with the Regulations. Notwithstanding this Section 7, no attorney-client privilege or other privilege shall be deemed waived by the Company or the Business Associate.

8. Termination. Company and Business Associate shall each have the right to immediately terminate this agreement upon the violation by the other of a material term of this Agreement or of the Regulations, including violations relating specifically to the permitted and required Uses and Disclosures of PHI by the Company or Business Associate; provided, however, that the breaching party shall be provided the opportunity to cure the breach to the satisfaction of the other within a reasonable period of time. If the breaching-party does not cure the default, the non-breaching party shall be entitled to terminate this Agreement or if it is not feasible to terminate this Agreement, report the problem to the Secretary of HHS.

Upon termination of this Agreement, the Business Associate and the Company agree to determine whether the return or destruction of PHI received from, or created or received by, the Business Associate under this Agreement is feasible. If such return or destruction is mutually determined to be feasible, the Business Associate shall promptly return or destroy all such PHI received from or created or received by the Business Associate under this Agreement. If such return or destruction is mutually determined to not be feasible, the protections of this Agreement shall continue

to apply to such PHI after termination (including the Business Associate's obligations in Section 5), and further Uses and Disclosures of such PHI shall be restricted to only those purposes that make the return or destruction of the information infeasible. If mutual agreement is not made as to the feasibility of any return or destruction of PHI, the parties agree to use mediation to resolve this issue.

9. Term of Agreement. The term of this Agreement shall be such period of time as the Business Associate is performing the Services. In the event that such Services are terminated, this Agreement also shall terminate, except that the provisions of Sections 8 and 15 shall survive any termination of this Agreement.

10. Notice. All written communications, demands, and notices between the parties hereto must be posted by first class mail, postage paid or express mail to the following addresses:

To the Business Associate:  
 RxBenefits, Inc.  
 Attn: Lauren Simmons  
 3700 Colonnade Parkway, Suite 600  
 Birmingham, Alabama 35243

To the Company:  
 City of Cedar Falls  
 Attn: \_\_\_\_\_  
 220 Clay Street, Cedar Falls, Iowa 50613, United States

11. Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire agreement of whatever kind or nature existing between the parties with respect to the subject matter hereof, and no party shall be entitled to benefits other than those specified herein. As between the parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect; and the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended only by an instrument in writing executed by the parties hereto and may be supplemented only by documents delivered in accordance with the express terms hereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

13. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein or therein confer, upon any person other than the Company and the Business Associate and their respective successors or assigns in interest, any rights, remedies, obligations, or liabilities whatsoever.

14. Modification For Change in Law. Upon the occurrence of changes or amendments to the Regulations or other law that affect the legality of or any provision in this Agreement, the Company and the Business Associate agree to modify this Agreement to comport with such changes or amendments. Any such modification of this Agreement shall be in writing and signed by the Company and the Business Associate.

15. Indemnification. Each party to this Agreement hereby agrees to indemnify, defend, and hold harmless the other party (including, but not limited to, its directors, employees, officers, and agents) from and against any and all claims, causes of action, liabilities, damages, costs, or expenses (including, but not limited to, attorneys' fees) incurred by the party as a result of the other party's (or any party acting by or through the party) gross negligence or willful misconduct or failure to perform any of its duties or obligations under this Agreement.

16. Security. The Business Associate shall:

(a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Company as required by the Regulations;

(b) Ensure that any agent, including any subcontractor, to whom the Business Associate provides such Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect it;

(c) Report to the Company any security incident of which the Business Associate becomes aware; provided that the parties acknowledge that probes and reconnaissance scans are commonplace in electronic information systems and the parties therefore acknowledge and agree that, to the extent such probes and reconnaissance scans constitute security incidents under the Security Rule, this Section 16(c) constitutes notice to the Company of the ongoing existence and occurrence of such security incidents for which no additional notice shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on the Business Associate's firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized, Use or Disclosure of PHI;

(d) Make its policies and procedures and documentation required by the Regulations relating to such administrative, physical, and technical safeguards, available to the Secretary of HHS for purposes of determining the Company's compliance with the Regulations;

(e) Acknowledge its obligation to comply with the Security Regulations in using and disclosing Electronic Protected Health Information, including but not limited to 45 C.F.R. §§ 164.308 (Administrative safeguards), 164.310 (Physical safeguards), 164.312 (Technical safeguards), and 164.316 (Policies and procedures and documentation requirements) of the Security Regulations.

(f) Notify the Company without unreasonable delay in writing of the occurrence of a breach, as that term is defined at 45 C.F.R. § 164.402, of which Business Associate becomes aware. Business Associate shall also promptly provide Company such other information required to be provided to individuals under 45 C.F.R. § 164.404(c) as it becomes available after such breach.

17. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alabama without regard to the principles of conflicts of laws of said state.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties herein have caused this Business Associate Agreement to be executed by their duly authorized representatives as of the date first written above.

**PLAN:**

**City of Cedar Falls's Health Plan**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COMPANY:**

**City of Cedar Falls**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BUSINESS ASSOCIATE:**

**RxBenefits, Inc.**

By: \_\_\_\_\_

Its: Vice President of Compliance & Legal Affairs



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**MEMORANDUM**

**TO:** Mayor Green and City Council Members  
**FROM:** Brenda Balvanz, Human Resources Specialist  
**DATE:** November 28, 2023  
**SUBJECT:** New & Revised Job Classifications – Construction Project Manager, Policy & Administration Specialist, and Principal Engineer

The attached Construction Project Manager job classification is a new exempt level Engineering Division position reviewed by the City’s pay plan consultant, Carlson Dettmann. This position will perform professional capital improvement program duties, including the design of projects, preparing cost estimates, drafting specifications, and collecting site data; prepare and participate in surveys and construction projects; prepare computerized drawings and perform engineering calculations and project quantities for payment; respond to inquiries regarding code compliance and complaints; and provide staff support to the City Engineer. Attached is the job classification for your approval.

The attached Policy & Administration Specialist job classification is a new non-exempt level Administration Division position reviewed also by Carlson Dettmann. This position will oversee and support a broad range of programs, projects, and activities involving city government administration. The position will provide executive level support to the City Administrator’s office and independently perform a variety of complex, highly responsible, professional duties involving the administration and analysis of municipal programs, projects, and policies. Duties will evolve and may include handling special projects as assigned. Attached is the job classification for your approval.

Last, the City’s Principal Engineer job classification was revised by staff and reviewed by the City’s consultant, Carlson Dettmann. The updates and their recommended pay band upgrade by one band are included in the attached redline for ease of review and the final format is provided for your approval.

Staff recommend approval of the new and revised job classifications at the December 4<sup>th</sup> Council meeting. If you have questions regarding the attached, please contact me at 319-268-5112 or Jennifer Rodenbeck at 319-268-5108.

Attachments



## JOB CLASSIFICATION

<b>Job Title</b>	Construction Project Manager	<b>Job Code</b>	225
<b>Department</b>	Public Works	<b>Pay Band</b>	410
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	9/01/2023	<b>Adopted</b>	12/4/23
<b>Amended</b>			

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### POSITION DEFINITION

Perform professional capital improvement program work, including designing various projects, preparing cost estimates, drafting specifications, and collecting site data; preparing and participating in various surveys and construction projects; preparing computerized drawings and performing various engineering calculations and project quantities for payment; respond to inquiries regarding code compliance and complaints; provide staff support to the City Engineer.

### DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Engineer series. Employees within this class perform a range of engineering duties as assigned, including designing projects, preparing specifications, and cost estimates. Employees at this level may receive instruction or assistance with new or unusual situations and are trained in the operating procedures and policies of the work unit.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer and may receive direction from the Principal Engineer, Director of Public Works, or Water Reclamation Manager.

This position has no direct supervisory responsibilities.

### EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Oversee technical staff in the review and design of construction of public works projects within the Engineering Division of the Public Works Department.



## JOB CLASSIFICATION

- Evaluate and review plans, specifications, designs and related documents, technical and written reports and letters, proposals, and studies; participate in the development and preparation of plans, specifications, and cost estimates for proposed and public improvement.
- Review preliminary and final plans for proposed subdivisions; ensure plans comply with codes, regulations, and ordinances; recommend changes.
- Prepare preliminary plans and cost estimates; review commercial and residential site plans; respond to city staff and the general public concerning developments.
- Assist with coordinating projects with other city divisions and departments, utility agencies, and other outside agencies, consults with various departments to determine project scope and requirements, gathers, and prepares information regarding design, specification, materials, equipment, estimated costs, and timeline to achieve project completion.
- Inspect, monitor, and test the quality of materials used in engineering projects to ensure specification compliance; gather materials for independent testing and interpret results; measure, calculate, and provide detailed accounting of the amount of materials used in various engineering projects.
- Prepare and participate in a variety of land, design, construction, and topographic survey projects, including the collection of survey information and staking construction projects.
- Prepare detailed engineering drawings with AutoCAD computer software; perform a variety of engineering calculations including earthwork quantities, and project quantities for payment.
- Prepare or review easement and property acquisition documents.
- Coordinates the administration of construction contracts and conducts periodic on-site observations of work in progress to ensure contract compliance; provides cost estimates, budgets, and project schedules; ensures appropriate documents are prepared and monitors project budget to achieve successful project completion and/or grant compliance.
- Oversees and directs construction projects from conception, design to completion. Scopes projects in-depth to determine deliverables.
- Reviews and recommends for approval the work of design teams during development of programmed capital improvement projects.
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems.
- Responds to citizens' questions and comments in a courteous and timely manner.
- Assures compliance with City, State, and Federal policies and ordinances.





## JOB CLASSIFICATION

- Administers consultant contracts for project design development work, as well as participating in the selection processes.
- Implements quality construction standards and practices to ensure quality and safety.
- Maintain productive relationships with managers, design and engineering consultants and contractors; and engage in problem-solving, team building and partnerships to accomplish the overall objectives of the department and City.

### OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer; conduct special projects and research.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of construction and engineering.
- Perform other duties as assigned to include but not limited to temporarily perform duties outside of normal classification in response to a declared emergency.

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Principles and practices of projects managed as related to the preparation of plans and specifications for capital improvement projects.
- Ability to establish and maintain effective working relationships with representatives of other agencies, contractors, and the public.
- Knowledge of general management principles, program methodologies, and procedures.
- Principles and techniques of construction cost analysis and estimates.
- Principles and procedures of construction and engineering inspections.
- Public works construction materials, methods, procedures, and applications.
- Urban planning and zoning principles and practices.
- Modern office procedures, methods and computer equipment including computer aided drafting software.
- Construction or engineering theory, principles, construction, and maintenance practices and their application to a wide variety of capital improvement programs and projects.



## JOB CLASSIFICATION

- Operations, services, and activities of a municipal engineering program.
- Various technical survey equipment.
- Basic principles and techniques of cost analysis.
- Principles of report preparation.
- English usage, spelling, grammar, and punctuation.

### ABILITY TO PERFORM

- Analyze problems, help identify alternative solutions, project consequences of proposed actions and make recommendations in support of goals.
- Handle problems and enforce necessary regulations with firmness and tact.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work including city staff and the general public.

### **EXPERIENCE AND TRAINING GUIDELINES**

#### EDUCATION OR FORMAL TRAINING AND MINIMUM EXPERIENCE

Bachelor's degree from an accredited college or university with major course work in construction or facilities management, civil engineering, architecture, business administration, public administration, planning, or a related field and zero to two years of project management experience in technical engineering, construction management, or related field is preferred.

OR

An associate degree from an accredited college with major course work in construction or facilities management, civil engineering, architecture, business administration, public administration, planning, or a related field and five years of project management experience in technical engineering, construction management, or related field is required.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.



## JOB CLASSIFICATION

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



## JOB CLASSIFICATION

<b>Job Title</b>	Policy & Administration Specialist	<b>Job Code</b>	012
<b>Department</b>	Administration	<b>Pay Band</b>	9
<b>FLSA Status</b>	Non-Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	10/16/23	<b>Adopted</b>	12/04/23

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### POSITION DEFINITION

Under the general direction of the City Administrator, oversee and support a broad range of programs, projects, and other activities involving city government administration. This position provides executive level support to the City Administrator’s office and independently performs a variety of complex, highly responsible, professional work involving the administration and analysis of municipal programs, projects, and policies. Duties are constantly evolving and changing and may include handling special projects as assigned.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Administrator.  
 This position has no direct supervisory responsibilities.

### EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Conducts research for special projects; monitors and reports on department initiatives and strategic planning process.
- Assist City departments in special projects included in the City’s five-year Capital Improvements Program (CIP).
- Assists with media relations, publication and communication efforts utilizing a variety of multimedia formats.
- Research potential grant opportunities and completes applications as needed. Completes required grant reporting as required.



## JOB CLASSIFICATION

- Research trends within municipal management/operations nationwide and track pertinent State and Federal legislation that may impact city operations.
- Collect information for use in policy development by the City Administrator, City Attorney, and the Mayor.
- Prepares and coordinates correspondence, reports, memoranda, media communications, and directives for the City Administrator.
- Work with senior management to maintain accurate, timely schedules of major projects for City Council and public consumption.
- Collaborate with Human Resources on employee engagement, satisfaction and/or climate surveys and initiatives to improve overall culture. Also assist in Human Resources in expanded recruiting efforts and diversity, equity, and inclusion (DEI) related programs and initiatives.
- Assist Economic Development Coordinator with special projects.
- Assist administration in conducting various citizen surveys and public outreach programs.
- May act as liaison to city boards and commissions or other community organizations.
- Establish and maintain effective working relationships with Commissioners, City Council, City Mayor, City Administrator, City Department Directors, Managers and Supervisors, City employees, business and community groups, and representatives of the media and public.

### OTHER DUTIES AND RESPONSIBILITIES

- Attend and make presentations at City Council, board and commission meetings as required; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of social justice.
- Participate in the work of subordinate level staff as necessary; process various paperwork and data; input information into the computer, access files, and maintain records.
- Assist in operating budget of the offices of City Administrator and Mayor and assist in monitoring budgeted expenditures.
- Assist the Human Resources division with general HR duties as needed.
- Perform other duties as assigned.



## JOB CLASSIFICATION

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Understanding of municipal governments, city regulations/codes and ordinances.
- Principles and practices of public administration, policy development, and operational functions within a municipality.
- Modern office procedures, methods, and computer equipment.
- Principles of project management.
- Principles of business letter writing and report preparation.
- English usage, spelling, grammar, and punctuation.
- Pertinent federal, state, and local laws, codes, and regulations.
- Municipal record keeping policies and procedures.

#### ABILITY TO PERFORM

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Handle confidential information in a sensitive manner.
- Work independently on projects and research assignments.
- Interpret and apply federal, state and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Ability to listen, identify, and understand information and ideas of another person.
- Establish and maintain effective working relationships with those contacted in the course of work.



## JOB CLASSIFICATION

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Experience in public policy, business administration, or municipal operations is preferred. Internships in these areas may count as experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university in public administration, political science, business administration, or a related field.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Office environment utilizing standard office equipment, such as computers, phones, and photocopiers; sensitive deadlines and irregular work hours.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



# JOB CLASSIFICATION

<b>Job Title</b>	Principal Engineer	<b>Job Code</b>	401
<b>Department</b>	Public Works	<b>Pay Band</b>	41 <u>43</u>
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	06/18/2018	<b>Adopted</b>	12/17/2018
<b>Amended</b>	06/21/2021, <u>12/4/23</u>		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

## POSITION DEFINITION

Perform highly complex professional civil engineering work including designing various projects, preparing cost estimates, drafting specifications, and collecting site data; to supervise the design and construction of public infrastructure projects; to review and approve consultant design plans for new City subdivisions; and to provide highly complex staff support to the City Engineer.

### DISTINGUISHING CHARACTERISTICS

This is a senior level class in the Engineer series. Employees within this class perform the full range of engineering duties as assigned, including oversight of design projects, preparations of specifications, and cost estimates. Employees at this level receive little instruction or assistance unless new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

## SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer or the Director of Public Works.

Exercises direct supervision over positions such as: Civil Engineer I, Civil Engineer II, Engineering Technician I, Engineering Technician II, and Civil CAD/GIS Technician.

## EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist the City Engineer with all services and activities of the Engineering Division including mapping, construction projects, field survey, and contractual agreements and assist other city departments with related responsibilities.





## JOB CLASSIFICATION

- Plan, prioritize, assign, oversee and review the work of staff responsible for providing technical services within the Engineering Division of the Public Works Department; work with City Engineer to determine procedures, policies, objectives and work practices for staff.
- Develop plans and implement projects from the City's Capital Improvements Program (CIP); coordinate, monitor, and administer capital projects involving engineering consultants.
- Oversee the planning, initial cost estimation, design, and construction of a variety of capital improvement projects within the City, including but not limited to underground utility installation, road reconstruction, trail construction, traffic signal installation, box culvert installation, bridge repair and maintenance, and subdivisions.
- Responsible for the review of: plans, preliminary and final plats, construction, and the final acceptance of new subdivisions; complete the recommendation of new subdivisions to the City Council.
- Compose, evaluate, and review plans, specifications, designs and related documents, technical reports and letters, proposals, reports and studies; supervise the preparation of plans, specifications and cost estimates for proposed and public improvement projects.
- Assist City Engineer in the selection, supervision, and evaluation of professional and technical staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Administer and monitor construction contracts including city, state and federal projects; inspect and investigate construction activities and complaints; monitor and ensure contract compliance with construction specifications and plans and federal, state and local codes, regulations and ordinances.
- Coordinate engineering projects with other city divisions and departments, utility agencies, and other outside agencies.
- Prepare preliminary plans, and cost estimates; prepare grant proposals; prepare complex reports on solutions to municipal engineering problems; monitor construction costs; review pay estimates; negotiate change orders.
- Answer questions and provide information to city staff, private contractors and developers and the general public; respond to city staff and the general public concerning developments; respond to and resolve sensitive citizen inquiries and complaints.
- Act as construction liaison for federal and state projects.
- Review site plans for storm water detention requirements.
- Coordinate with Cedar Falls Utilities regarding all municipal utility design and construction.
- [Prepare or review easement and property acquisition documents](#)



## JOB CLASSIFICATION

### OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer; [conduct special projects and research; make recommendations about sensitive or complex projects. responsible for hiring part-time engineering personnel.](#)
- [Responsible for hiring part time engineering personnel.](#)
- Conduct presentations; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Supervise and implement the city's pavement management program.
- Coordinate engineering public files and records.
- May act as City Engineer in their absence.
- Perform other duties as assigned.

### MINIMUM SKILLS AND QUALIFICATIONS

#### REQUIRED KNOWLEDGE

- Principles, practices, and techniques of civil engineering and construction.
- Principles and techniques of construction cost analysis and estimates.
- [Public infrastructure construction materials, methods, procedures, and applications.](#)
- [Principles and procedures of construction and engineering inspections.](#)
- [Public works construction materials, methods, procedures, and applications.](#)
- [Urban planning and zoning principles and practices.](#)
- Procedures related to administering city, state, and federal aid construction contracts.
- Modern office procedures, methods and computer equipment including AutoCAD for the implementation of computer-generated drafting and design.
- Advanced drafting methods and techniques.
- Hydraulic analysis.
- Geometric design.



## JOB CLASSIFICATION

- Principles of report preparation.
- English usage, spelling, grammar, and punctuation.
- Basic principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including safety regulations.
- Civil engineering theory, principles, construction, and maintenance practices and their application to a wide variety of civil engineering programs and projects.
- Operations, services, and activities of a municipal engineering program.

### ABILITY TO PERFORM

- Develop, review, and document specifications for assigned projects.
- Recommend, goals, objectives, and practices for providing effective and efficient engineering services.
- Plan, assign, and supervise the work of technical engineering personnel.
- Prepare clear and concise administrative reports.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Design and oversee construction of construct engineering plans.
- Work within the framework of local government to develop and manage City projects from preliminary design to final completion.
- Handle complex problems and enforce necessary regulations professionally and with firmness, tact, and respect.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships with those contacted in the course of work including city staff and the general public.



## JOB CLASSIFICATION

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

~~Five years of professional civil engineering experience.~~

~~Four years of professional civil engineering experience and a Professional Engineering license issued by the State of Iowa (experience level dependent upon education below).~~

#### **OR**

~~Six years of professional civil engineering experience without a Professional Engineering license issued by the State of Iowa or the ability to obtain an Iowa Professional Engineering license within six months of hire.~~

#### MINIMUM EDUCATION OR FORMAL TRAINING

~~Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field.~~

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of an [Iowa](#) Professional Engineering license ~~issued by the State of Iowa~~ or the ability to obtain ~~an Iowa Professional Engineering license~~ within six months of hire. ~~(See experience requirement.)~~

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



## JOB CLASSIFICATION

<b>Job Title</b>	Principal Engineer	<b>Job Code</b>	401
<b>Department</b>	Public Works	<b>Pay Band</b>	414
<b>FLSA Status</b>	Exempt	<b>Union Status</b>	Non-Union
<b>Prepared</b>	06/18/2018	<b>Adopted</b>	12/17/2018
<b>Amended</b>	06/21/2021, 12/4/23		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### POSITION DEFINITION

Perform highly complex professional civil engineering work including designing various projects, preparing cost estimates, drafting specifications, and collecting site data; to supervise the design and construction of public infrastructure projects; to review and approve consultant design plans for new City subdivisions; and to provide highly complex staff support to the City Engineer.

### DISTINGUISHING CHARACTERISTICS

This is a senior level class in the Engineer series. Employees within this class perform the full range of engineering duties as assigned, including oversight of design projects, preparations of specifications, and cost estimates. Employees at this level receive little instruction or assistance unless new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit.

### SUPERVISION RECEIVED AND EXERCISED

Receives direction from the City Engineer or the Director of Public Works.

Exercises direct supervision over positions such as: Civil Engineer I, Civil Engineer II, Engineering Technician I, Engineering Technician II, and Civil CAD/GIS Technician.

### EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

### ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist the City Engineer with all services and activities of the Engineering Division including mapping, construction projects, field survey, and contractual agreements and assist other city departments with related responsibilities.



## JOB CLASSIFICATION

- Plan, prioritize, assign, oversee and review the work of staff responsible for providing technical services within the Engineering Division of the Public Works Department; work with City Engineer to determine procedures, policies, objectives and work practices for staff.
- Develop plans and implement projects from the City's Capital Improvements Program (CIP); coordinate, monitor, and administer capital projects involving engineering consultants.
- Oversee the planning, initial cost estimation, design, and construction of a variety of capital improvement projects within the City, including but not limited to underground utility installation, road reconstruction, trail construction, traffic signal installation, box culvert installation, bridge repair and maintenance, and subdivisions.
- Responsible for the review of: plans, preliminary and final plats, construction, and the final acceptance of new subdivisions; complete the recommendation of new subdivisions to the City Council.
- Compose, evaluate, and review plans, specifications, designs and related documents, technical reports and letters, proposals, reports and studies; supervise the preparation of plans, specifications and cost estimates for proposed and public improvement projects.
- Assist City Engineer in the selection, supervision, and evaluation of professional and technical staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Administer and monitor construction contracts including city, state and federal projects; inspect and investigate construction activities and complaints; monitor and ensure contract compliance with construction specifications and plans and federal, state and local codes, regulations and ordinances.
- Coordinate engineering projects with other city divisions and departments, utility agencies, and other outside agencies.
- Prepare preliminary plans, and cost estimates; prepare grant proposals; prepare complex reports on solutions to municipal engineering problems; monitor construction costs; review pay estimates; negotiate change orders.
- Answer questions and provide information to city staff, private contractors and developers and the general public; respond to city staff and the general public concerning developments; respond to and resolve sensitive citizen inquiries and complaints.
- Act as construction liaison for federal and state projects.
- Review site plans for storm water detention requirements.
- Coordinate with Cedar Falls Utilities regarding all municipal utility design and construction.
- Prepare or review easement and property acquisition documents.



## JOB CLASSIFICATION

### OTHER DUTIES AND RESPONSIBILITIES

- Provide responsible staff support to the City Engineer; conduct special projects and research; make recommendations about sensitive or complex projects.
- Responsible for hiring part time engineering personnel.
- Conduct presentations; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of engineering.
- Supervise and implement the city's pavement management program.
- Coordinate engineering public files and records.
- May act as City Engineer in their absence.
- Perform other duties as assigned.

### **MINIMUM SKILLS AND QUALIFICATIONS**

#### REQUIRED KNOWLEDGE

- Principles, practices, and techniques of civil engineering and construction.
- Principles and techniques of construction cost analysis and estimates.
- Public infrastructure construction materials, methods, procedures, and applications.
- Principles and procedures of construction and engineering inspections.
- Public works construction materials, methods, procedures, and applications.
- Urban planning and zoning principles and practices.
- Procedures related to administering city, state, and federal aid construction contracts.
- Modern office procedures, methods and computer equipment including AutoCAD for the implementation of computer-generated drafting and design.
- Advanced drafting methods and techniques.
- Hydraulic analysis.
- Geometric design.
- Principles of report preparation.



## JOB CLASSIFICATION

- English usage, spelling, grammar, and punctuation.
- Basic principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including safety regulations.
- Civil engineering theory, principles, construction, and maintenance practices and their application to a wide variety of civil engineering programs and projects.
- Operations, services, and activities of a municipal engineering program.

### ABILITY TO PERFORM

- Develop, review, and document specifications for assigned projects.
- Recommend, goals, objectives, and practices for providing effective and efficient engineering services.
- Plan, assign, and supervise the work of technical engineering personnel.
- Prepare clear and concise administrative reports.
- Analyze problems, identify alternative solutions, and project consequences of proposed actions and implement recommendations in support of goals.
- Design and oversee construction of engineering plans.
- Work within the framework of local government to develop and manage City projects from preliminary design to final completion.
- Handle complex problems and enforce necessary regulations professionally and with firmness, tact, and respect.
- Interpret and apply federal, state, and local policies, procedures, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative-working relationships with those contacted in the course of work including city staff and the general public.





## JOB CLASSIFICATION

### EXPERIENCE AND TRAINING GUIDELINES

#### MINIMUM EXPERIENCE

Five years of professional civil engineering experience.

#### MINIMUM EDUCATION OR FORMAL TRAINING

Bachelor's degree from an accredited college or university with major course work in civil engineering.

#### LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver's license.

Possession of an Iowa Professional Engineering license or the ability to obtain within six months of hire.

### WORKING CONDITIONS AND ENVIRONMENT

#### ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers. While performing fieldwork-related duties, the employee in this position may occasionally be subject to outdoor and potentially extreme weather conditions, loud noises (>85dB), electrical hazards, and close proximity to moving machinery and/or equipment, working alongside moving traffic on roads; travel from site to site.

#### PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for walking, standing, or sitting for prolonged periods of time; squatting, crouching, kneeling, or bending while performing work activities; pushing, pulling, and reaching above the shoulder motions; ability to distinguish color; and general manual dexterity.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** October 27, 2023  
**SUBJECT:** Property Assessments

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

Bianca Pontious  
1321 Main Street  
Cedar Falls, IA 50613

\$200.00 July 2023  
\$ 3.00 2023 (fees)  
\$203.00 Total owed

Property address: 1321 Main St., CF  
Parcel #8914-13-133-005

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

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

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

BIANCA PONTIOUS

---

TO THE ABOVE-NAMED PERSON(S):	Bianca Pontius
PROPERTY DESCRIPTION:	1321 Main Street, Cedar Falls, IA Black Hawk County Parcel #8914-13-133-005
LEGAL DESCRIPTION OF PROPERTY:	J R AND S CAMERONS ADDITION E 76 FT LOT 4 BLK 2, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to cleanup/remove debris on the property located at 1321 Main Street pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **December 4th, 2023**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Kim Kerr, CMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

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

---

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

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO CLEANUP/REMOVE DEBRIS ON THE PROPERTY LOCATED AT 1321 MAIN STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-133-005

WHEREAS, it was determined that the property located at 315 W. 11th Street, being legally described as J R AND S CAMERONS ADDITION E 76 FT LOT 4 BLK 2, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-133-005, was in violation of City of Cedar Falls Ordinance Section 15-2(3) and 19-70 for failure to cleanup/remove debris on the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1321 Main Street (Parcel ID 8914-13-133-005) to cleanup/remove debris on the property, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$255.00**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

J R AND S CAMERONS ADDITION E 76 FT LOT 4 BLK 2, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-133-005

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

PASSED AND ADOPTED this 4th day of December, 2023.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

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

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

(319) 273-8600

DATE: 9/29/23

TO: BIANCA PONTIOUS  
1321 MAIN STREET  
CEDAR FALLS, IA 50613

CUSTOMER NO: 5905/5905

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEPTY	8/08/23	PROPERTY CLEANUP: 7/28/23 PER ORDINANCE 15-2 BULK PICKUP FEE	40234	9/07/23	200.00
GFFIN	9/29/23	FINANCE CHARGE-GEN FUND		10/30/23	3.00

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
3.00	200.00		

DUE DATE: 10/30/23

PAYMENT DUE: 203.00  
TOTAL DUE: \$203.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/29/23 DUE DATE: 10/30/23  
CUSTOMER NO: 5905/5905

NAME: PONTIOUS, BIANCA  
TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$203.00



**DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS**

**CITY OF CEDAR FALLS, IOWA**

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

October 4, 2023

Bianca Pontious  
1321 Main Street  
Cedar Falls, IA 50613

Dear Bianca Pontious,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-property cleanup on 7/28/23 for \$200.00, as well as late fees of \$3.00 for a total amount due of \$203.00. **If no payment is received by October 20, 2023 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

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

(319) 273-8600

TO: BIANCA PONTIOUS  
1321 MAIN STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 40234  
DATE: 8/08/23

CUSTOMER NO: 5905/5905

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	PROPERTY CLEANUP: 7/28/23 PER ORDINANCE 15-2 BULK PICKUP FEE	200.00	200.00

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

TOTAL DUE: \$200.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/08/23 DUE DATE: 9/07/23  
CUSTOMER NO: 5905/5905

NAME: PONTIOUS, BIANCA  
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 40234  
TERMS: NET 30 DAYS

AMOUNT: \$200.00



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
PLACEMENT OF ILLEGAL MATERIALS ALONG THE PUBLIC STREET**

EFFECTIVE DATE OF THIS NOTICE: 7/20/2023 Case # 23-0463-PUBL  
PROPERTY ADDRESS: 1321 Main St  
Cedar Falls, IA 50613

Bianca Pontious  
1321 Main St  
Cedar Falls, IA 50613

You are hereby placed on notice that your property at 1321 Main St has been deemed to be in violation of Cedar Falls City Ordinance Section 19-70 and 15-2(3). Property owners are not allowed to place bulk items or other materials on the curb for the city to pick up unless scheduled with Public Works. These items must be removed by the property owner or schedule pick up with the public works department. Items may be placed at the street curb the day before the scheduled time of pick up.

**Your property has been found to be in violation for the follow reason(s): There are several items in the city's right of way that needs to be removed. The items observed are two couch and an end table.**

**Sec. 19-70. - Unlawful placement upon streets and sidewalks; exceptions.**

It shall be unlawful for any person to place or cause to be placed over, into or upon any of the public streets and sidewalks of the city any obstruction whatsoever, including any building, fence, structure, projection, lumber, timber, brick, stone or other material, coal, wood, goods, wares or merchandise, rubbish, manure, refuse, produce or other commodities, except for the purpose of immediate transfer, or for immediate construction or lawful repair of such street or sidewalk, or except as may be excepted in this article or in other ordinances of the city.

(Code 2017, § 23-61)

**Sec. 15-2(3) – Nuisance Defined**

The causing, preventing or allowing any refuse, solid waste, garbage, noxious substances or hazardous wastes, junk, salvage material or other offensive substances to be thrown, left or deposited in or upon any street, avenue, alley, sidewalk, park, public square, lot, whether vacant or occupied, or upon any pond or pool of water.

(Code 2017, § 18-3; Ord. No. 2625, § 1, 5-29-2007)

You may haul the items mentioned above to the Cedar Falls Transfer Station at the corner of East 16<sup>th</sup> Street and State Street. A dumping fee is required and all materials shall not be more than four (4) feet in length. If you have any questions, please contact the Cedar Falls Public Works at (319) 273-8629. Enclosed with this letter you will find a list of items available for pickup from the Department of Public Works.



You are expected to take immediate action to correct the condition of your property. Please remove and properly dispose of the items along the street by 7/27/2023. If the nuisance conditions are not corrected by the deadline, the City of Cedar Falls will make the necessary arrangements to remove the items from the curb. If the City removes these items, you will be billed a minimum fee of \$200.00 plus the cost per item removed.

Please contact me at (319) 268-5186 to discuss a schedule for the correction of this nuisance.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray  
Code Enforcement

**Code Enforcement Collection**

**Date picked up:**

7/28/23

**Signed:**

LL

**Address:**

1321 Main St.

**Fees:**

**Items Collected:**

TV stand

**Comments:**





# Black Hawk County, IA

## Summary

**Parcel ID** 891413133005  
**Alternate ID**  
**Property Address** 1321 MAIN ST  
 CEDAR FALLS IA 50613  
**Sec/Twp/Rng** N/A  
**Brief Tax Description** J R AND S CAMERONS ADDITION E 76 FT LOT 4 BLK 2  
 (Note: Not to be used on legal documents)  
**Deed Book/Page** 202100003384 (8/17/2020)  
**Contract Book/Page**  
**Adjusted CSR Pts** 0  
**Class** R - Residential  
 (Note: This is for assessment purposes only. Not to be used for zoning.)  
**District** 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH  
**School District** CEDAR FALLS COMMUNITY SCHOOLS



## Neighborhood

Neighborhood SCDRFLS-12

## Owner information

<b>Deed</b> PONTIOUS, BIANCA 1321 MAIN ST CEDAR FALLS IA 50613	<b>Mail To</b> PONTIOUS, BIANCA 1321 MAIN ST CEDAR FALLS IA 50613
-------------------------------------------------------------------------	----------------------------------------------------------------------------

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/13/2020	AURORA REAL ESTATE COMPANY LLC	PONTIOUS, BIANCA	2021-00003384	NORMAL	Deed		\$169,900.00
3/19/2020	CADOG MANAGEMENT GROUP LLC	AURORA REAL ESTATE COMPANY	2020-00019854	TRANSFERS INTENDED TO SECURE A DEBT OR OTHER FINANCIAL OBLIGATION	Deed		\$137,500.00
3/11/2020	DRUM, DANA L	CADOG MANAGEMENT GROUP LLC	2020-00019853	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		\$120,500.00
8/28/2014	MC CARTY, JAMES C	DRUM, DANA L	2015-00003912	NORMAL	Deed		\$155,000.00
5/17/2007	Z FIN 16	MC CARTY, JAMES C	2007-024436	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$80,000.00
9/9/2005	KAHLER, J WILLIAM	Z FIN 16	2006-10473	SHERIFF OR TAX SALE - PRIOR 09	Deed		\$1,708.00

## Show Deed/Contract

[Show Deed/Contract](#)

## Land

**Lot Dimensions Regular Lot:** 66.00 x 76.00  
**Lot Area** 0.12 Acres; 5,016 SF  
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

## Residential Dwellings

**Residential Dwelling**  
**Occupancy** Single-Family / Owner Occupied  
**Style** 2 Story Frame  
**Architectural Style** N/A  
**Year Built** 1920  
**Exterior Material** Vinyl  
**Total Gross Living Area** 1,604 SF  
**Attic Type** 1/4 Finished; 168 SF  
**Number of Rooms** 7 above; 0 below  
**Number of Bedrooms** 3 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 672  
**Basement Finished Area** 48 - Minimal Finish  
**Plumbing** 1 Standard Bath; 1 Shower Stall Bath; 1 Toilet Room (1/2 Bath);  
**Central Air** Yes  
**Heat** Yes  
**Fireplaces**  
**Porches** Frame Encl 2nd Floor (112 SF); 1S Frame Enclosed (40 SF); 1S Frame Enclosed (240 SF); Frame Open 2nd Floor (80 SF);  
**Decks**  
**Additions** 1 Story Frame (72 SF);  
 1 Story Frame (20 SF);  
**Garages** 252 SF (14F W x 18F L) - Det Frame (Built 2009);

**Permits**

Permit #	Date	Description	Amount
CF 14699	11/06/2009	Garage	12,000
CF HA 0463	08/01/2007	Plumb/Elec	0
CF 8649	07/13/2007	Siding	12,000
CF 8694	07/11/2007	Siding	20,000

**Valuation**

	2023	2022	2021	2020	2019
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$21,980	\$21,980	\$21,980	\$15,870	\$15,870
+ Assessed Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$173,390	\$145,740	\$145,740	\$145,740	\$145,740
= <b>Gross Assessed Value</b>	<b>\$195,370</b>	<b>\$167,720</b>	<b>\$167,720</b>	<b>\$161,610</b>	<b>\$161,610</b>
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= <b>Net Assessed Value</b>	<b>\$195,370</b>	<b>\$167,720</b>	<b>\$167,720</b>	<b>\$161,610</b>	<b>\$161,610</b>

**Taxation**

	2022 Pay 2023-2024	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021
+ Taxable Land Value	\$12,012	\$11,898	\$8,952	\$8,740
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$79,647	\$78,889	\$82,211	\$80,265
= <b>Gross Taxable Value</b>	<b>\$91,659</b>	<b>\$90,787</b>	<b>\$91,163</b>	<b>\$89,005</b>
- Military Exemption	\$0	\$0	\$0	\$0
= <b>Net Taxable Value</b>	<b>\$91,659</b>	<b>\$90,787</b>	<b>\$91,163</b>	<b>\$89,005</b>
x Levy Rate (per \$1000 of value)	33.77998	34.51570	33.00838	33.14094
= <b>Gross Taxes Due</b>	<b>\$3,096.24</b>	<b>\$3,133.58</b>	<b>\$3,009.14</b>	<b>\$2,949.71</b>
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	(\$160.73)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= <b>Net Taxes Due</b>	<b>\$3,096.24</b>	<b>\$3,133.58</b>	<b>\$3,009.14</b>	<b>\$2,788.98</b>

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2022	March 2024	\$1,548	No		
	September 2023	\$1,548	Yes	9/20/2023	553852
2021	March 2023	\$1,567	Yes	3/14/2023	450706
	September 2022	\$1,567	Yes	9/21/2022	
2020	March 2022	\$1,505	Yes	3/14/2022	321088
	September 2021	\$1,505	Yes	9/13/2021	
2019	March 2021	\$1,394	Yes	3/11/2021	259610
	September 2020	\$1,394	Yes	9/11/2020	
2018	March 2020	\$1,383	Yes	3/9/2020	066893
	September 2019	\$1,383	Yes	9/16/2019	
2017	March 2019	\$1,378	Yes	3/20/2019	066893
	September 2018	\$1,378	Yes	9/19/2018	
2016	March 2018	\$1,410	Yes	3/14/2018	066893
	September 2017	\$1,410	Yes	9/28/2017	

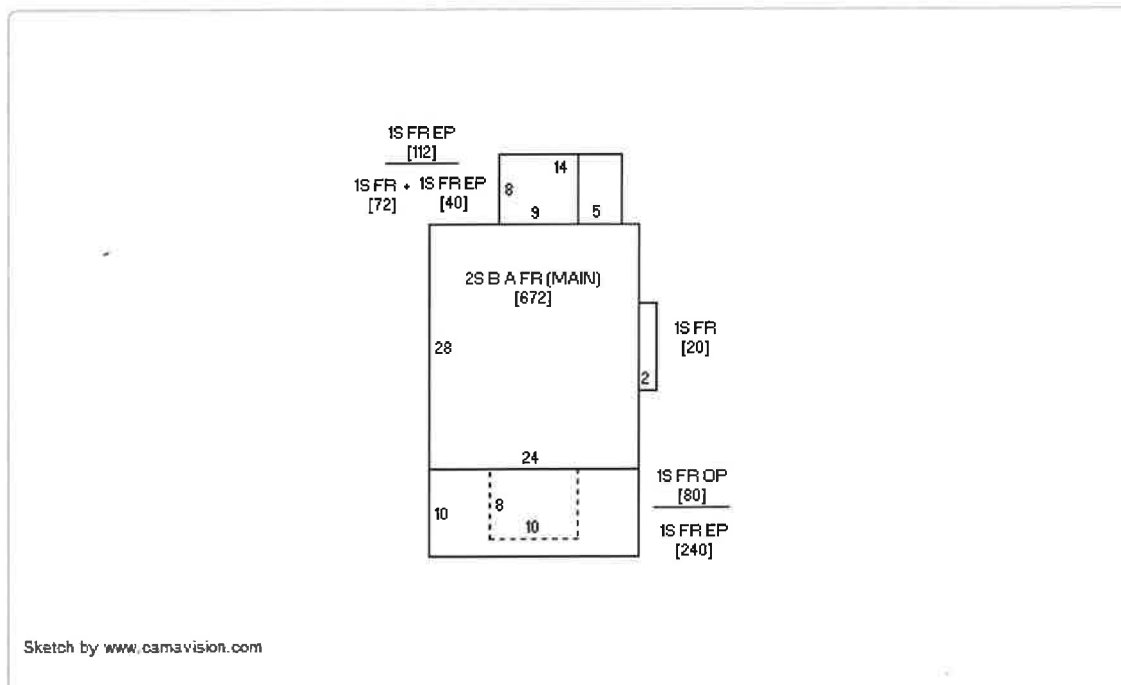
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Photos



Sketches



### Map



### Polling Location

[View Polling Location](#)

### Recent Sales In Area

#### Sale date range:

From:  To:

[Sales by Neighborhood](#)

[Sales by Subdivision](#)

### Homestead Tax Credit and Exemption

[Apply Online for the Homestead Tax Credit and Exemption](#)

### Address Change Form

[Link to the Address Change Form](#)

**No data available for the following modules:** Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

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Last Data Upload: 10/26/2023, 10:42:35 PM

[Contact Us](#)







## 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, AICP, City Planner I  
**DATE:** December 4, 2023  
**SUBJECT:** Property improvements in the College Hill Neighborhood Overlay District

**REQUEST:** Request to approve a College Hill Neighborhood Overlay District site plan for the modification of a parking area at 2704 College Street (#DR23-005)

**PETITIONER:** Owner: Mark lehl, CL Ventures, LLC

**LOCATION:** 2704 College Street

### PROPOSAL

This request involves a proposal for site redevelopment at 2704 College Street. The applicant is proposing to modify the parking area behind the house increasing the number of parking spaces while reducing the amount of unnecessary impervious surface. The property is located in the College Hill Neighborhood Overlay Zoning District and a review by the Planning and Zoning Commission and City Council is required for making a substantial improvement on any property in the district. Per the Overlay guidelines, this parking lot modification meets the definition of a substantial improvement.

### BACKGROUND

The College Hill Neighborhood Overlay District was established for the preservation of neighborhood character and the stabilization of its neighborhoods after a long history of changes and updates to properties that typically increased occupancies and detracted from the original intent of those properties and



*Figure 1 - Location*

neighborhoods. This trend and the establishment of the Overlay called for more scrutiny when reviewing changes that may affect the character of the neighborhood. See location map above for reference.

The subject property is located within the R-2, Residence District of the College Hill Neighborhood Overlay Zoning District (Section 26-181). The criteria listed in the Overlay for review of a substantial improvement includes: neighborhood character, minimum on-site parking requirements, parking lot standards, open space/landscaping requirements and other provisions as applicable in the code.

The house on the property was originally a single-family house which was, at some point, modified to contain three dwelling units with a total of 11 bedrooms. While the act of converting single-family homes to a multi-family dwelling is not allowed under current zoning standards, converted homes like this are not uncommon in College Hill, and their use is allowed to continue as long as their condition meets certain Code standards that are considered in review by the Group Rental Committee. In fact, the petitioner's decision to modify the parking area was the result of a recent review by the Group Rental Committee to determine the rental occupancy when the property changed hands. It was understood from that review that additional parking spaces would be necessary to achieve close to the desired occupancy.



*Figure 2 - Current Conditions (garage removed)*

This property has been a registered rental since 2004. The petitioner purchased this property in September 2023. They had requested occupancy of 11, but the Group Rental Committee determined that only 10 bedrooms meet the standards for sleeping rooms. Also, with parking as a limiting factor, only 7 occupants aged 18 years or older would be allowed to occupy the property unless or until additional parking is approved and constructed. The proposed site plan indicates that the petitioner will have 10 parking spaces which would yield an occupancy of 10 persons aged 18 years or older on the property.

City staff notes that the above rental details are meant to be informative as to the background of this case and the purpose of this review is not to evaluate the appropriate number of occupants for this property. But it is to consider the proposed parking area based on the criteria outlined in the College Hill Neighborhood Overlay.

### ANALYSIS

The existing building at 2704 College Street is a two and a half-story structure. No changes to the building envelope are being proposed. Currently, the property has a paved parking lot with 7 spaces, and an area of bare ground where the garage sat which is required to be returned to

grass if not approved to otherwise be paved. As per the petitioner's site plan (to the right), the hashed area is where new paving is being proposed. Per Engineering Staff's recommendation, this includes a move of the approach further to the south so that the new paved area can be designed to direct stormwater west toward College Street. This will be an improvement from the existing condition as the current parking area has stormwater flowing southeast and has some issues with standing water. The green highlighted area on the right is also a reduction of paving for an increased landscaped setback on the east. This still allows for the 24' aisle and properly dimensioned parking spaces (8'x18'). The entire perimeter of the parking area will have a 6-inch curb to direct stormwater in the proper direction. The following is an evaluation of criteria outlined in the College Hill Neighborhood Overlay District and other applicable codes:

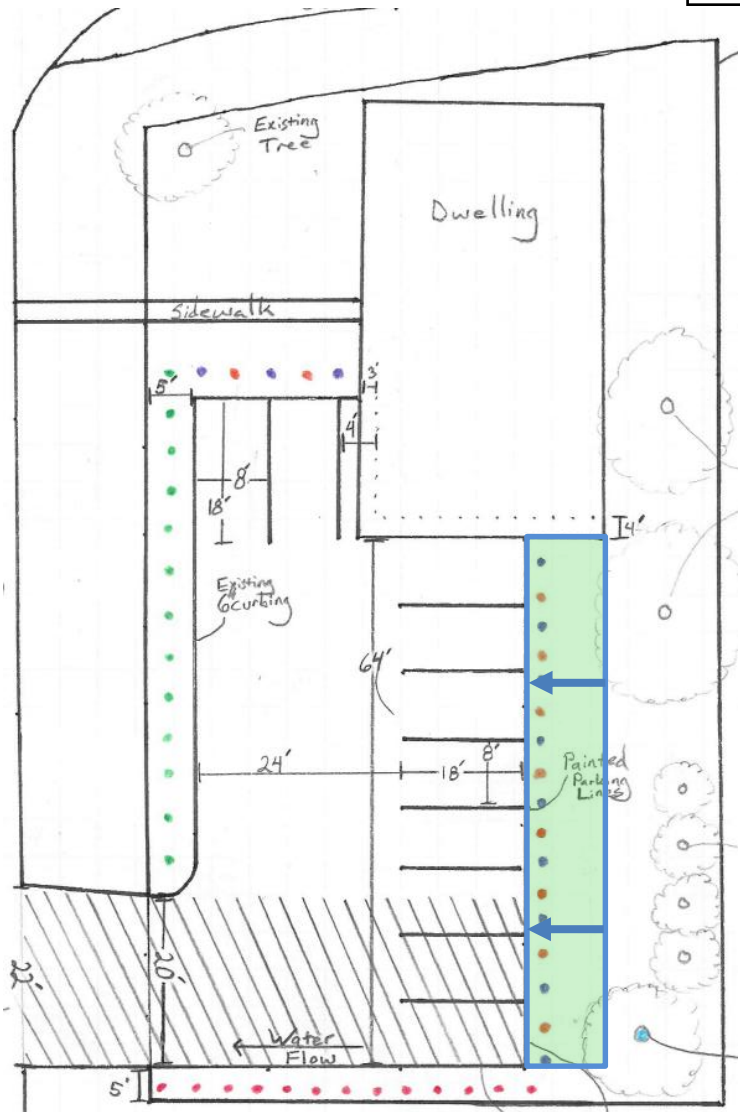


Figure 3 - Site Plan

1. Neighborhood Character: Overall, the proposed changes improve the existing condition of the parking area. This includes the establishment of green space where paving was not necessary. The proposed parking area is similar to other parking areas found in the College Hill Neighborhood Overlay District. Also, the proposed plan complies with landscaping provisions now applicable with the proposed changes.

The proposal reflects staff's recommendations in regard to stormwater runoff that may have otherwise been a nuisance, and the applicant intends to comply with all potential code items that need to be addressed to make this property code compliant, including other conditions of their rental permit identified through the rental review process. **Staff's assessment is that the proposed site plan maintains and, in many ways, improves neighborhood character.**

2. Minimum on-site parking requirements: The College Hill Neighborhood Overlay District requires one parking stall per bedroom. The required dimension of one parking stall for residential uses is 8 feet by 18 feet. The applicant is proposing 10 parking stalls with those dimensions. The proposed parking quantity appears to be the highest practical number of parking stalls that can be achieved within Code standards. **On-site parking requirements are met.**

3. Parking lot standards: A parking lot is defined as an area designated for parking three or more vehicles. The parking lot must maintain a five-foot minimum setback from property lines, an aisle that accommodates two-way traffic, a continuous curb around the parking area, and adhere to a plan for how the stormwater will be managed. The parking area must also maintain a four-foot setback from the house. **The proposed site plan layout meets all applicable parking lot standards.**
  
4. Open space/ landscaping requirements: This criterion regulates parking areas and required green spaces. For rear yard coverage, a multi-unit dwelling in the R-2 zoning district can have maximum rear yard coverage up to 50%. As provided for in the parking code standards, the Planning and Zoning Commission and City Council may approve up to an additional 5% coverage if the situation warrants. For reference, the existing parking area prior to removal of the garage was at about 65% rear yard coverage. The petitioner is proposing a parking area that covers 53.3% of the rear yard so is requesting approval from P&Z and Council to be able to exceed the 50% standard. Also, the proposed plan shows required screening shrubs around the entire parking area, as required. **Staff finds that the proposal meets the intent of the open space and landscape requirements and the proposed changes will improve the existing condition of the parking area by reducing the rear yard parking lot coverage by approximately 12%.**

#### TECHNICAL COMMENTS

Notification of this case was sent to adjacent property owners on November 14, 2023. All applicable permits will need to be applied for upon approval of the site plan. Staff notes that a permit for work in the right-of-way will be required for relocation of the approach.

#### STAFF RECOMMENDATION

The Planning and Zoning Commission, with a vote of 5 ayes and 0 nays, recommends approval of DR23-005, a proposal to modify a parking lot at 2704 College Street.

#### PLANNING & ZONING COMMISSION

Discussion/Vote 10/25/2023 The first item of business was a College Hill Neighborhood Design Review for 2704 College Street. Acting Chair Hartley introduced the item and Mr. Sevy provided background information. He explained that the applicant is proposing a modification of a parking area on their property, which is in the College Hill Neighborhood Overlay District. He displayed a drawing of the property showing where paving will be reduced and where it will be added. Curbing, landscaping around the entire parking area, and stormwater measures directing water to College Street will be included in the scope of the project. Mr. Sevy explained that the applicant does not meet the 50% maximum rear yard coverage requirement and is requesting an exception from P&Z and Council as provided for in code (55% maximum with Council approval). It was noted that the resulting coverage is an improvement compared to existing conditions. All other code provisions are met by the proposed plan. Staff recommends approval of the case.

Mark lehl, the applicant, commented that he feels the improvements will be a good upgrade and he requests their approval.

Members of the commission commented that they think this is a good and necessary improvement.

Ms. Crisman made a motion to recommend approval. Ms. Alberhasky seconded the motion. The motion was approved unanimously with 5 ayes (Alberhasky, Crisman, Hartley, Moser and Stalnaker), and 0 nays.

Attachments:  
Letter of Intent  
Site Plan

Mark Iehl  
CL Ventures, LLC  
4201 Knoll Ridge Dr  
Cedar Falls, IA 50613  
rentcfwloo@gmail.com  
319-406-2513  
11/06/2023

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

Re: Letter of Intent – Proposed Project at 2704 College Street

Dear Department of Community Development,

I am writing to submit a Letter of Intent on behalf of CL Ventures, LLC, regarding the property at 2704 College Street in Cedar Falls. Our project aims to address stormwater issues and enhance the property.

Key project details:

1. Parking Area Improvements:

- Reconfigure the parking area for more efficient use of paved space
- Add landscape screening around the perimeter of parking area
- 6-inch curbing around perimeter of parking area
- Observe 5ft setbacks from property lines
- I am requesting approval per city code for up to 5% above the allowed 50% parking lot coverage - proposed coverage is 53.3%

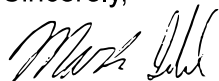
2. Stormwater Management:

- Direct stormwater toward the street to alleviate water concerns from neighboring properties - curb cut moved to South end of property to accommodate

I kindly request your review and approval of our proposed improvements.

For additional information or a meeting, please contact us. We appreciate your consideration.

Sincerely,



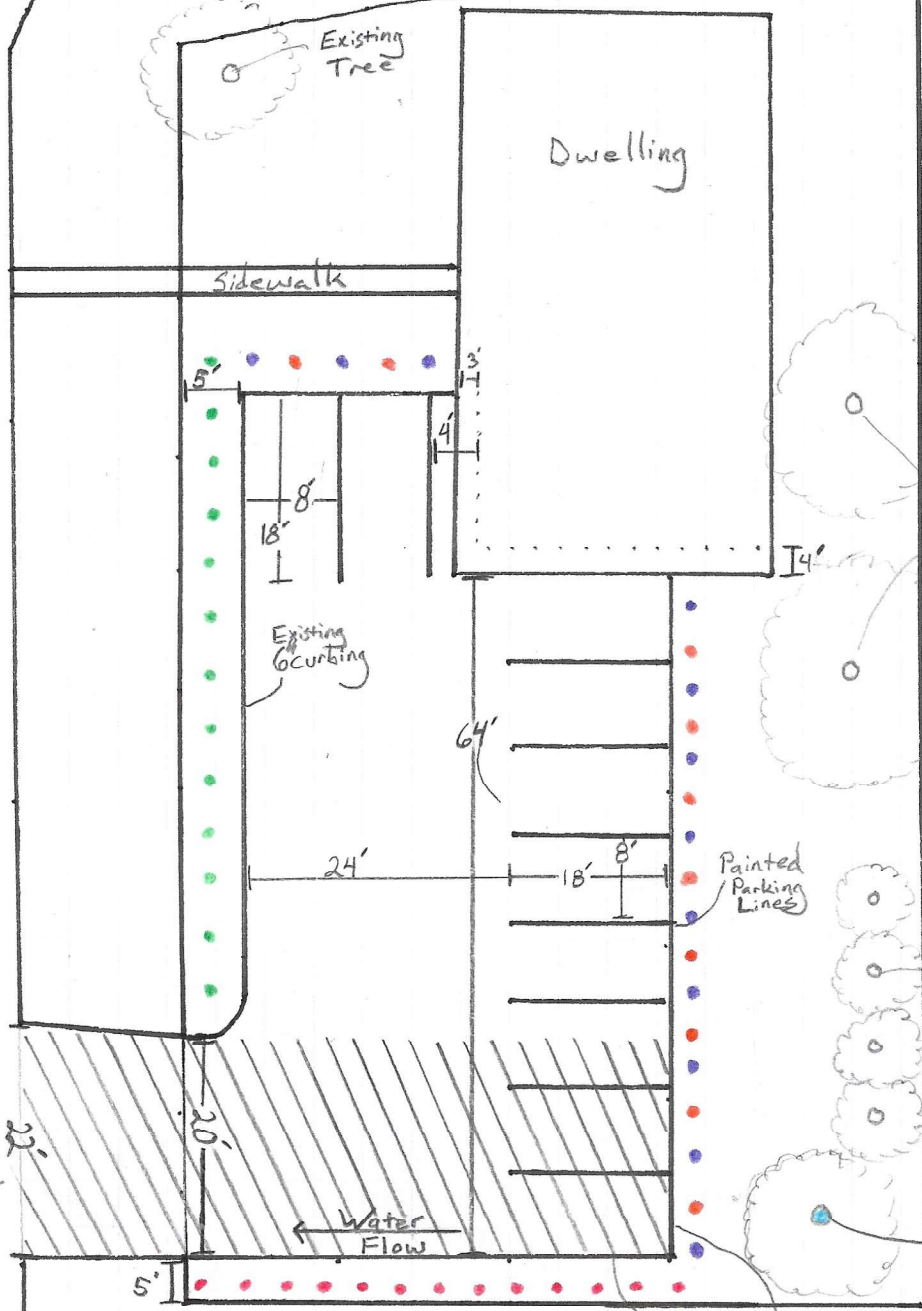
Mark Iehl  
CL Ventures, LLC

University Ave.

City Sidewalk

Property Line

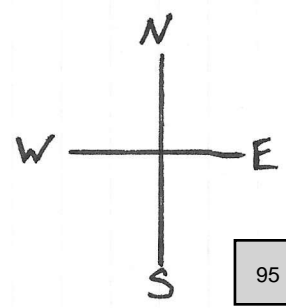
College St.



New Curb Cut

Water Flow

- Landscape Key
- 12 ● - Weigela - Dark Horse
  - 10 ● - Weigela - Golden Jackpot
  - 13 ● - Dogwood - Arctic Fire
  - 13 ● - Korean Lilac
  - 1 ● - Maple Tree





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), AICP, City Planner 1  
**DATE:** December 4, 2023  
**SUBJECT:** Certified Local Government Grant Application

The Historic Preservation Commission in partnership with community volunteers and staff prepared an application to request Certified Local Government Grant funds to hire a professional to prepare a report by conducting a reconnaissance survey for the Overman Park Neighborhood. The reconnaissance survey is a street-side survey of all the properties in the project boundary.

The intention behind this project is to identify potential historical sites in the Overman Park Neighborhood, provide educational opportunities in the community, and learn about potential historic districts in the neighborhood. The proposed boundary of the survey is from W.1st Street and W 12th Street as a north-south boundary and Washington St to Walnut Street as an east-west boundary as shown in the attached map for reference.

The Commission is seeking the Council's agreement on submitting this grant request to the State Historic Preservation Office. This is the first step in the CLG grant process. Staff will be notified in late February or 1st week of March 2024 if the request is approved by the State Historic Preservation Office.

If you have any questions, please feel free to contact the Planning & Community Services Division.

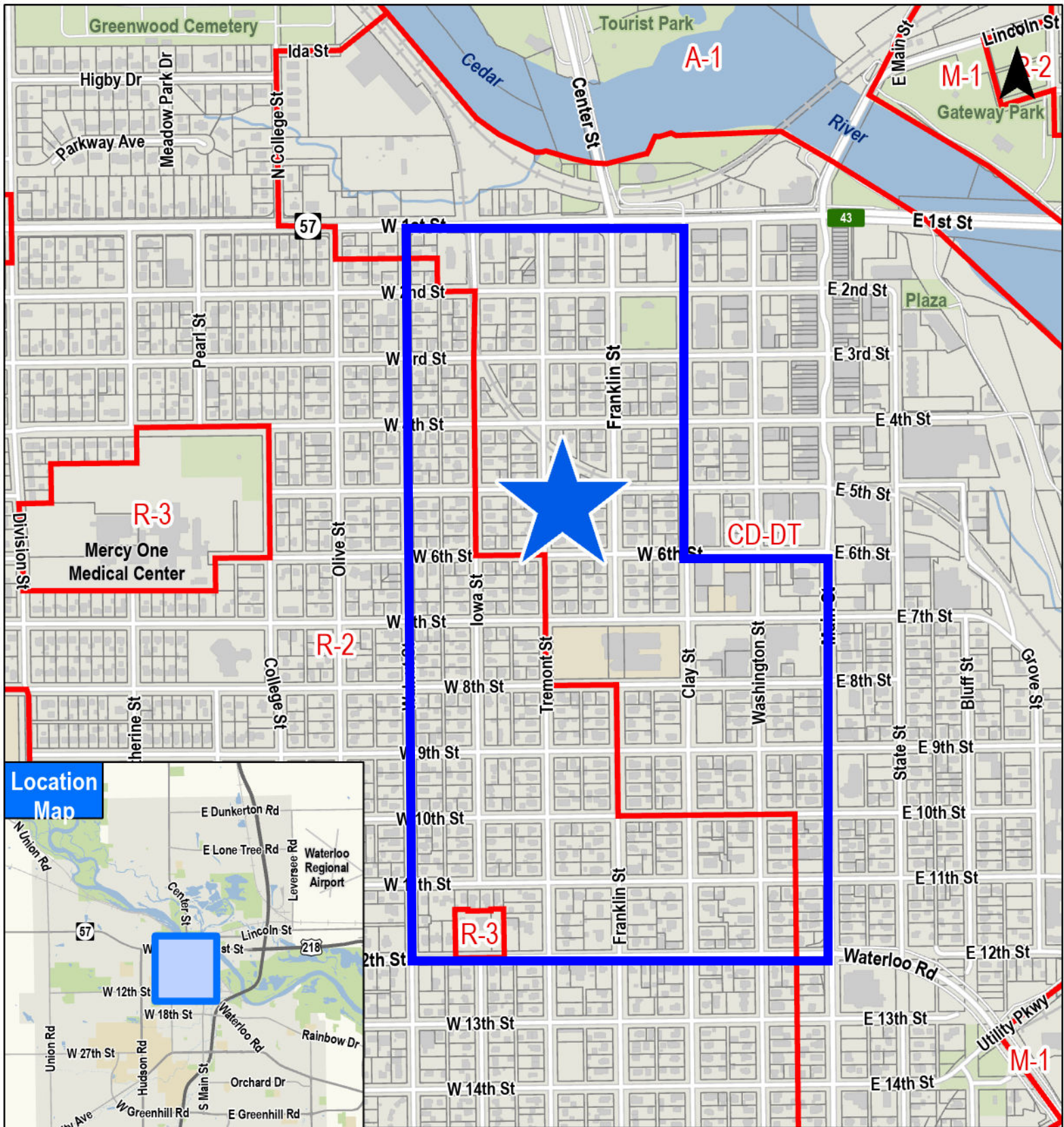
Attachments: Project Boundary Map

xc: Ron Gaines, City Administrator  
 Stephanie Sheetz, Director of Community Development  
 Karen Howard, Planning & Community Services Manager

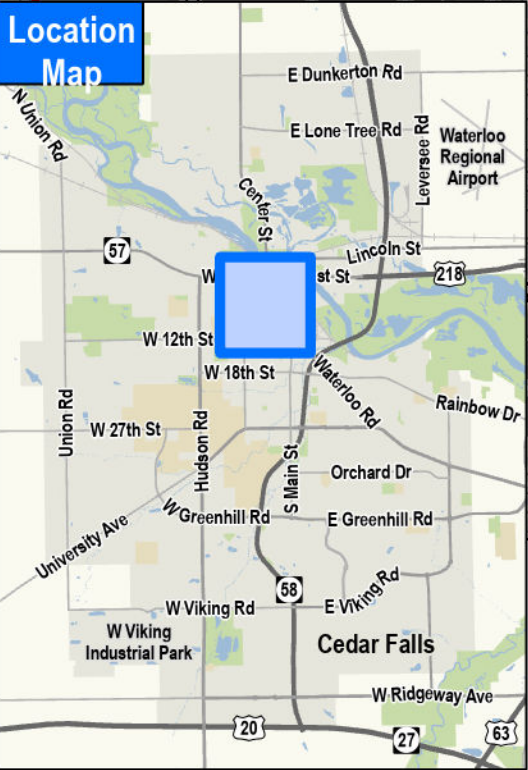


# Cedar Falls City Council December 4, 2023

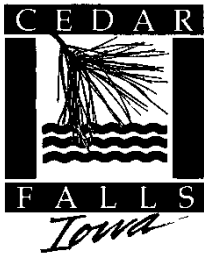
Item 14.



**Location Map**



**Proposed Project Boundary Area  
CLG Grant Project  
Historic Preservation Commission**



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### Planning & Community Services Division

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD) AICP, City Planner I  
 Matthew Tolan, Civil Engineer II  
**DATE:** December 4, 2023  
**SUBJECT:** The Autumn Ridge 12<sup>th</sup> Addition Preliminary and Final Plat (PP23-005) (FP23-003)

**REQUEST:** To approve Autumn Ridge 12<sup>th</sup> Addition Preliminary (PP23-005) and Final Plat (FP23-003)

**PETITIONER:** BKND, Inc., Owner; CGA Engineering, Engineer

**LOCATION:** 1.06 acres of property located east of Golden Lane

### PROPOSAL

The proposal is to re-subdivide lots 8-14 of Autumn Ridge 8<sup>th</sup> Addition to adjust the internal lot lines on 1.06 acres of property located along the east side of Golden Lane (see the image to the right for reference). The applicant submitted the preliminary and final plat applications to be reviewed concurrently. The intent of this proposal is not to create any additional lots but to adjust the lot lines to fit the current and proposed residential units.



### BACKGROUND

The subject property is Lots 8-14 of the Autumn Ridge 8<sup>th</sup> Addition, which was approved by the City Council in October 2018. Autumn Ridge 8<sup>th</sup> Addition created 14 residential lots along Thresher Court and Golden Lane to accommodate a combination of two and three-unit attached dwellings. The subject property is part of the RP Master Plan for the Autumn Ridge Development.

Currently, 6 out of the 14 lots in the Autumn Ridge 8<sup>th</sup> Addition have been developed with two-

unit dwellings and construction is underway on 5 other lots for a three-unit building and a two-unit building.

The developer is proposing to re-subdivide lots 8-14 of Autumn Ridge 8th Addition to adjust the internal lot lines to rectify an error, the building of a house over a lot line, and to ensure that all lots in the proposed subdivision meets the required lot area, lot width, and setbacks as required by RP District. Out of the proposed 7 lots in the Autumn Ridge 12<sup>th</sup> Addition, 2 lots are already developed with a two-unit building (lots 6 & 7) and 2 lots are currently under construction for a two-unit building (lots 1 & 2). The intent of the proposed preliminary and final plat for the Autumn Ridge 12th Addition is not to create any additional lots or change any unit types but to ensure that each lot has the required lot width and area for development.

## **STAFF ANALYSIS**

### **Zoning**

The proposed subdivision plat consists of seven lots on 1.06 acres of land which will be accessed from Golden Lane. The property is zoned RP, Planned Residential which permits a variety of uses subject to an approved master development plan.

The purpose of the R-P Planned Residence District is to permit the establishment of multi-use and integrated-use residential developments and to provide for the orderly planned growth of residential developments on larger tracts of land. The RP District allows flexibility in the types of dwellings, lot sizes, building heights, and setbacks. To ensure that the area is developed in an orderly manner, provides efficient traffic circulation between neighborhoods, and includes the necessary infrastructure to meet the needs of future residents, a master plan must be submitted with the rezoning and be adopted through a developmental procedures agreement. It is also intended that such planned residence districts be designed and developed in substantial conformity with the standards of the comprehensive plan and with recognized principles of civic design, land use planning, and landscape architecture.

### **Setbacks:**

There are no established minimum yard or height requirements in the R-P district except for those specified in the R-4 residence district for the perimeter boundaries of the R-P district. The proposed plat is not located on the perimeter of the district, so no perimeter setback is necessary. The platted front yard setback along Thresher Court and Golden Lane is 20 feet and rear yard setback is 20 feet for all the lots. And the proposed side yard setback for all lots is 5 feet unless specified on the plat. The deed of dedication document will also outline all building setback standards. The previous setback requirements for these seven lots will be voided with the recording of Autumn Ridge 12<sup>th</sup> Addition.

### **Lot size:**

As per the R-P District standards, the lot area requirements of the R-4 District shall apply. In the R-4 District, bi-attached units require a minimum lot area of 4000 square feet and a lot width of 30 feet. The proposed lot area ranges between 5,013 and 10,516 sq. ft. and the proposed lot width ranges between 42 and 63.33 feet meeting the requirements of the RP District. The lot area and width have been adjusted on all the lots with the exception of Lot 4 which remains the same as previously platted.

The owners of Lots 6 and 7 of the proposed Autumn Ridge 12th Addition are aware of the proposed changes to lot widths and area and have acknowledged these changes by submitting

a letter of acknowledgment.

Public Sidewalks:

Most of the public sidewalks abutting the proposed lots (both along Golden Lane and Thresher Court) are already in place as part of the previously developed lots. With the few lots currently under construction, the sidewalks on those lots will be required with the current construction. Any remaining sidewalks will be constructed with the development of the vacant lots.

Notification of Surrounding Property Owners:

City Staff sent a courtesy notice to the surrounding property owners on 30<sup>th</sup> October 2023.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas, and communication services are available at the site. All city services including streets, storm sewer, and sanitary sewer, are available for the proposed lots as the infrastructure is already in place.

Staff notes that if the proposed preliminary and final plats are approved that these plats will void Lot 8-14 of the previous plat (Autumn Ridge 8<sup>th</sup> Addition) and any agreements as part of that plat. All the legal signed documents are submitted for review as required. The developer is working to submit the same.

RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted preliminary and final plat for Autumn Ridge 12<sup>th</sup> Addition, replat of lot 8-14 of Autumn Ridge 8<sup>th</sup> Addition (PP23-005) (FP23-003) as per staff's recommendation at their regular meeting on November 8<sup>th</sup> 2023 with a vote of 6 ayes and 0 nays.

PLANNING & ZONING COMMISSION

Discussion & Vote 11/08/2023	Acting Chair Hartley introduced the item and Mr. Atodaria provided background information. He explained that this is a replat of the area in lots 8-14 in Autumn Ridge 8 <sup>th</sup> Addition that was approved in 2018. He noted that this area is part of the RP Master Plan for Autumn Ridge Development. It is proposed to re-subdivide lots 8-14 of Autumn Ridge 8 <sup>th</sup> Addition to adjust the internal lot lines. No additional lots will be created. The intent of the proposal is to adjust the lot lines to fit the current and proposed residential units.
------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Mr. Atodaria provided an analysis of the proposed setbacks, lot sizes and provided a rendering of the proposal. He noted technical comments stating that if the proposed preliminary and final plats are approved, the new final plat will replace the previous final plat for these particular lots. All signed legal documents for this re-subdivision will be required prior to submittal for City Council approval. Staff recommends approval of the proposed preliminary and final plat and a re-subdivision of that portion of Autumn Ridge 8<sup>th</sup> Addition, subject to any comments or direction specified by the Planning and Zoning Commission.

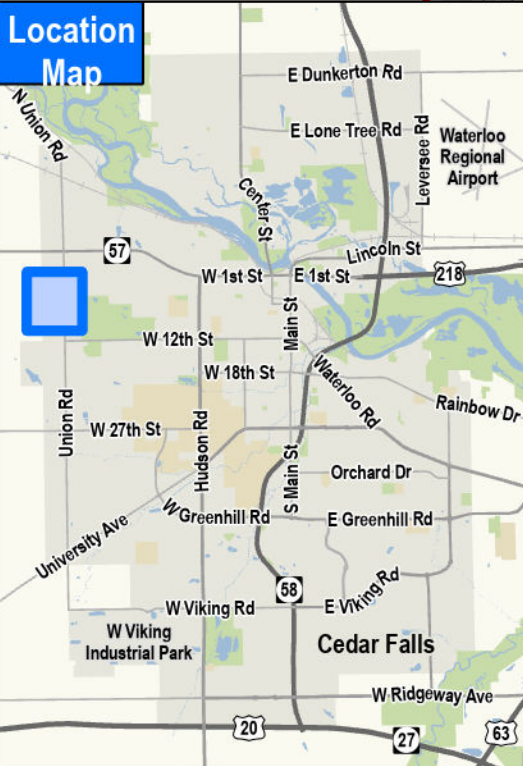
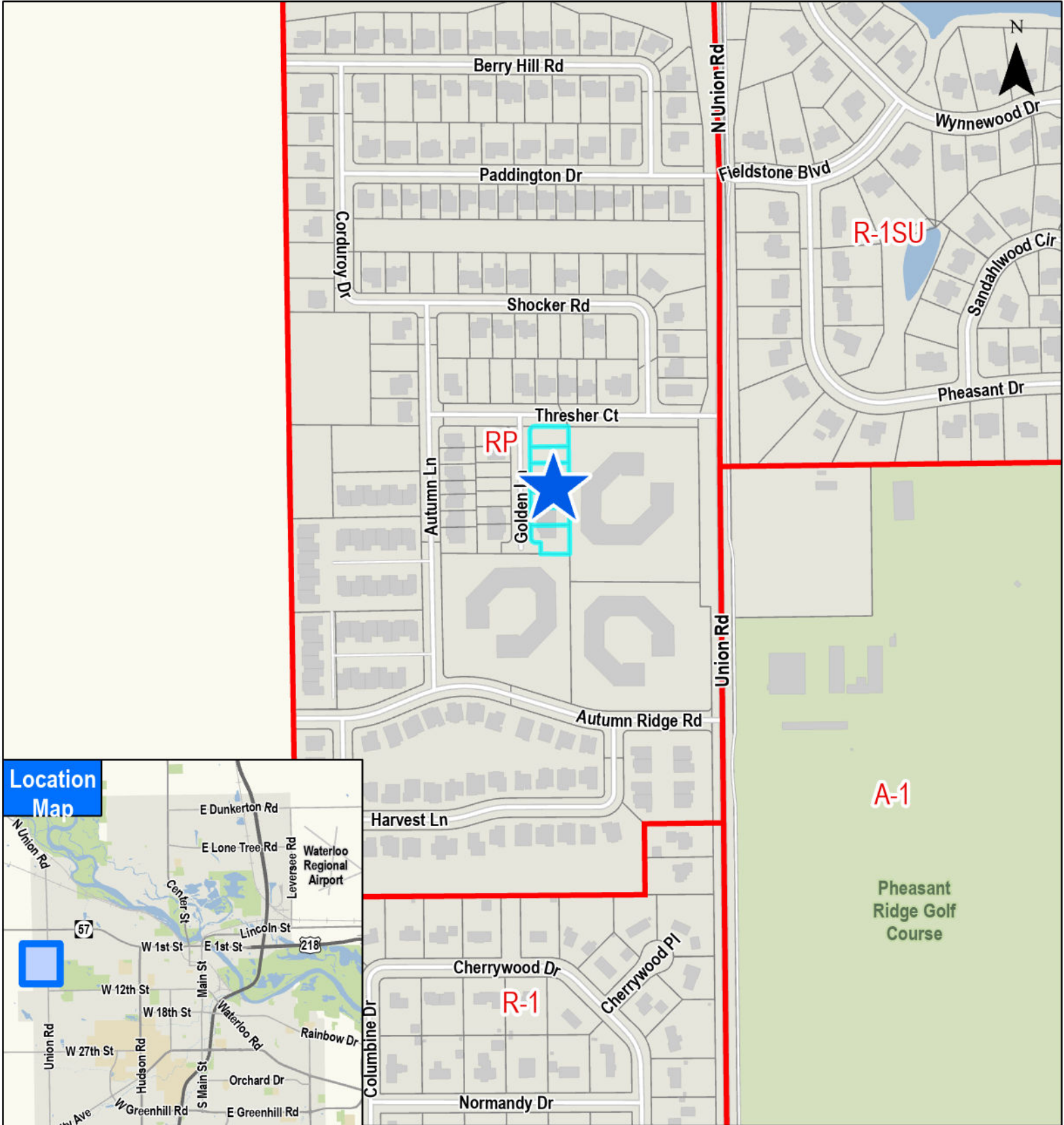
Dennis Happel, BNKD, stated that this is just a housekeeping issue from when they built the duplex at 414 and 416 Golden Lane and it wasn't staked out properly.

Ms. Crisman made a motion to approve the item. Ms. Moser seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Crisman, Grybovych, Hartley, Moser and Stalnaker), and 0 nays.

# Cedar Falls Planning and Zoning Commission

## November 8, 2023

Item 15.



**Preliminary and Final Plat for Autumn Ridge 12th Addition, 1.06 acres east of Golden Lane (PP23-005) (FP23-003)**

# AUTUMN RIDGE 12TH ADDITION

## RE-PLAT OF LOTS 8 THROUGH 14, AUTUMN RIDGE 8TH ADDITION

Cedar Falls, Iowa  
September 2023

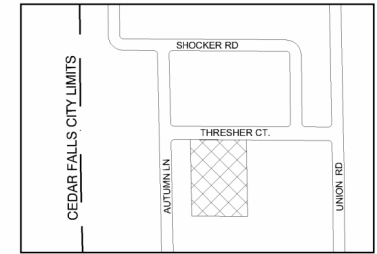
**NOTES:**

- DEVELOPER:**  
B.N.K.D. INC.  
PO BOX 336  
WAVERLY, IA 50677
- ENGINEER:**  
CLAPSADDLE-GARBER ASSOCIATES, INC  
5106 NORDIC DRIVE  
CEDAR FALLS, IA 50613  
319-266-0258
- BENCH MARK:** ELEV: 964.70  
NORTHWEST BOLT ON HYDRANT ON THE  
NORTHEAST CORNER OF UNION ROAD  
AND FIELDSTONE DRIVE
- UNADJUSTED ERROR OF CLOSURE:**  
BOUNDARY: BETTER THAN 1 IN 10,000  
LOTS: BETTER THAN 1 IN 5,000
- BASIS OF BEARING:**  
ALL BEARINGS ARE THE RESULT OF  
G.P.S. OBSERVATIONS USING IOWA  
NORTH.
- ZONING:**  
RP
- TYPICAL BUILDING SETBACKS:**  
FRONT YARD = 20 FT.  
REAR YARD = 20 FT.  
SIDE YARD = 5 FT. (\*) EXCEPT AS NOTED.

**LEGAL DESCRIPTION:**

LOTS 8 THROUGH 14 OF AUTUMN RIDGE EIGHTH ADDITION, AS RECORDED IN DOCUMENT NO. 2019-00009433, IN THE OFFICE OF BLACK HAWK COUNTY RECORDER, BEING PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE 1/4 SE 1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE 1/4 NE 1/4) IN SECTION 9, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, CONTAINING 1.06 ACRES.

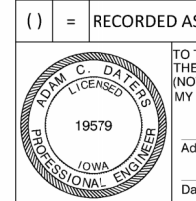
Lot Table		
Lot #	Area (SF)	Area (ACRE)
1	7390	0.170
2	5741	0.132
3	5490	0.126
4	5014	0.115
5	5372	0.123
6	6481	0.149
7	10516	0.241



VICINITY MAP

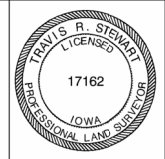
LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)

FOUND	SET	DESCRIPTION
▲		PLSS CORNER (as noted)
●		PARCEL OR LOT CORNER - 1/2" REBAR W/ YELLOW PLASTIC CAP #21426 (EXCEPT AS NOTED)
△		PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)
○		1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)



TO THE BEST OF MY KNOWLEDGE, THIS PRELIMINARY PLAT CONFORMS TO THE PRELIMINARY PLAT REQUIREMENTS OF THE CITY OF CEDAR FALLS, IA (NOT TO BE USED FOR CONSTRUCTION)  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

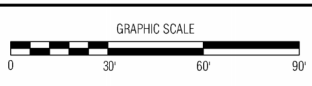
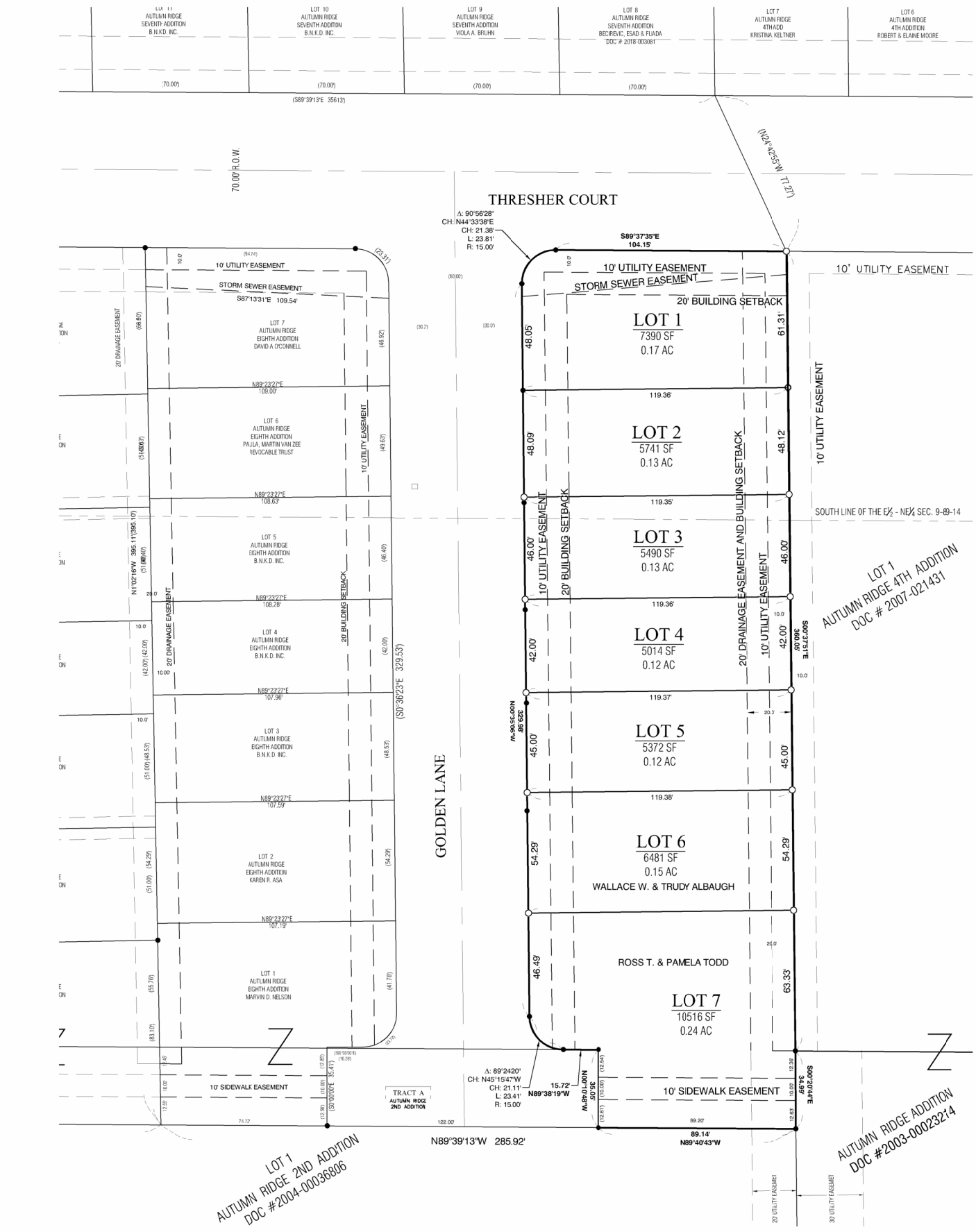
Adam C Daters, PE  
Date



THIS PRELIMINARY PLAT PERIMETER BOUNDARY WAS PREPARED UNDER MY DIRECT SUPERVISION (NOT TO BE A RECORDED DOCUMENT)  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

Travis R Stewart, PLS  
Date

Pages or sheets covered by this seal: SHEETS 1 AND 2



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Garber Associates, Inc  
5106 Nordic Drive  
Cedar Falls, Iowa 50613  
Ph 319-266-0258  
www.cgaonsultants.com

DESIGNED: IRS DATE: 9/23  
DRAWN: BMC DATE: 9/23  
CHECKED: IRS DATE: 9/23  
APPROVED: IRS DATE: 9/23

### AUTUMN RIDGE 12TH ADDITION

CEDAR FALLS, IOWA

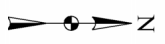
### PRELIMINARY PLAT

J:\23-GC-022\dwg\2\_Survey\Preliminary Plat\23-GC-0222 - PRELIM RE-PLAT.dwg - Prelim Plat - 11-01-23 - 12:50pm - krossmann

# AUTUMN RIDGE 12TH ADDITION

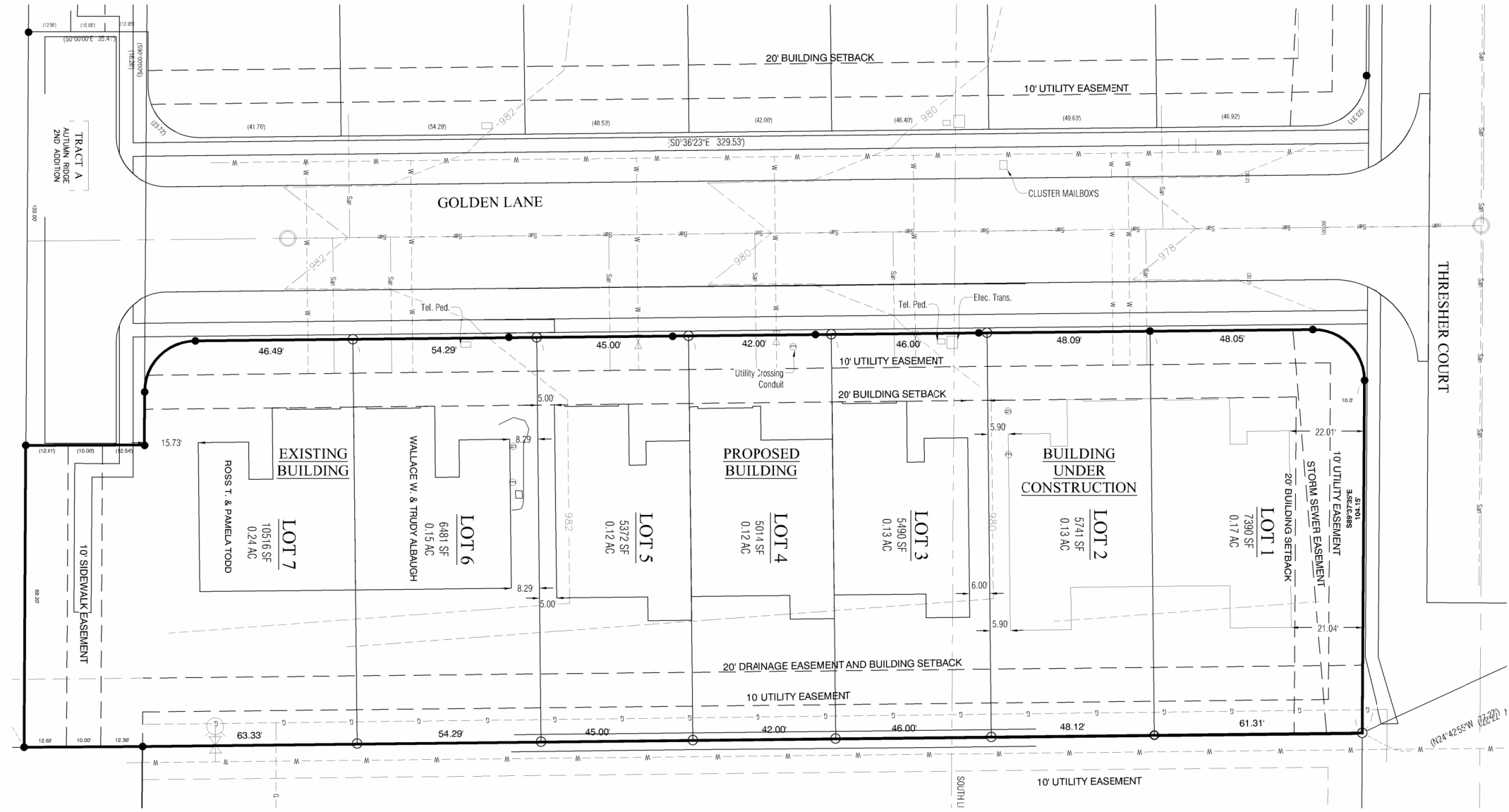
## RE-PLAT OF LOTS 8 THROUGH 14, AUTUMN RIDGE 8TH ADDITION

Cedar Falls, Iowa  
September 2023

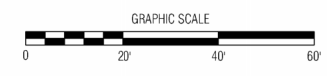


### LEGEND

- |  |  |                                    |
|--|--|------------------------------------|
|  |  | EVERGREEN TREE                     |
|  |  | DECIDUOUS TREE                     |
|  |  | SHRUBS (BUSHES)                    |
|  |  | TREE LINE                          |
|  |  | SIGN (TYPE AS NOTED)               |
|  |  | FENCE                              |
|  |  | SILT FENCE                         |
|  |  | CONTOUR LINE                       |
|  |  | WATERLINE                          |
|  |  | WATER VALVE                        |
|  |  | FIRE HYDRANT                       |
|  |  | SANITARY SEWER LINE                |
|  |  | STORM SEWER LINE                   |
|  |  | MANHOLE                            |
|  |  | CLEANOUT                           |
|  |  | INTAKE                             |
|  |  | BEEHIVE INTAKE                     |
|  |  | GAS LINE                           |
|  |  | GAS VALVE                          |
|  |  | OVERHEAD ELECTRICAL LINE           |
|  |  | BURIED ELECTRICAL LINE             |
|  |  | POWER POLE                         |
|  |  | STREET LIGHT                       |
|  |  | ELECTRICAL BOX/TRANSFORMER         |
|  |  | TELEPHONE LINE                     |
|  |  | TELEPHONE PEDESTAL                 |
|  |  | SECTION/R.O.W. LINE                |
|  |  | BOUNDARY LINE                      |
|  |  | PROPERTY LINE                      |
|  |  | EASEMENT LINE                      |
|  |  | SETBACK LINE                       |
|  |  | R.O.W. RAIL OR LOT CORNER          |
|  |  | CONCRETE MONUMENT                  |
|  |  | GOVERNMENT CORNER MONUMENT         |
|  |  | PARCEL OR LOT CORNER MONUMENT      |
|  |  | TEMP. CONSTRUCTION EASEMENT CORNER |
|  |  | SURVEY CONTROL POINT               |



J:\23-GC-022\Drawings\Survey\Preliminary Plat\23-GC-022 - PRELIM RE-PLAT.dwg - Prelim Plat (2) - 11-01-23 - 12:35pm - koosmann



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsdille-Garber Associates, Inc.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613  
Ph 319-266-0258  
www.cgaonsultants.com

DESIGNED: IRS DATE: 9/23  
DRAWN: BMC DATE: 9/23  
CHECKED: IRS DATE: 9/23  
APPROVED: IRS DATE: 9/23

## AUTUMN RIDGE 12TH ADDITION

### CEDAR FALLS, IOWA

PRELIMINARY PLAT

# AUTUMN RIDGE 12TH ADDITION

## RE-PLAT OF LOTS 8 THROUGH 14, AUTUMN RIDGE 8TH ADDITION

Cedar Falls, Iowa  
September 2023

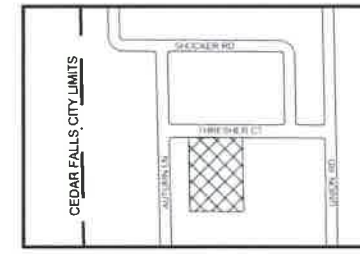
**NOTES:**

1. **DEVELOPER:**  
B.N.K.D. INC.  
PO BOX 336  
WAVERLY, IA 50677
2. **ENGINEER:**  
CLAPSADDLE-GARBER ASSOCIATES, INC  
5106 NORDIC DRIVE  
CEDAR FALLS, IA 50613  
319-266-0258
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NORTHWEST BOLT ON HYDRANT ON THE  
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AND FIELDSTONE DRIVE
4. **UNADJUSTED ERROR OF CLOSURE:**  
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6. **ZONING:**  
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7. **TYPICAL BUILDING SETBACKS:**  
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REAR YARD = 20 FT.  
SIDE YARD = 5 FT. (\*) EXCEPT AS NOTED.

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VICINITY MAP

**LEGEND: (MONUMENT SYMBOLS ARE ORIENTED TO THE NORTH)**

FOUND	▲ PLSS CORNER (as noted)
	● PARCEL OR LOT CORNER - 1/2" REBAR W/ YELLOW PLASTIC CAP #21426 (EXCEPT AS NOTED)

SET	△ PLSS CORNER - 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)
	○ 1/2" DIAMETER x 30" IRON REBAR w/ORANGE PLASTIC ID CAP (#17162)

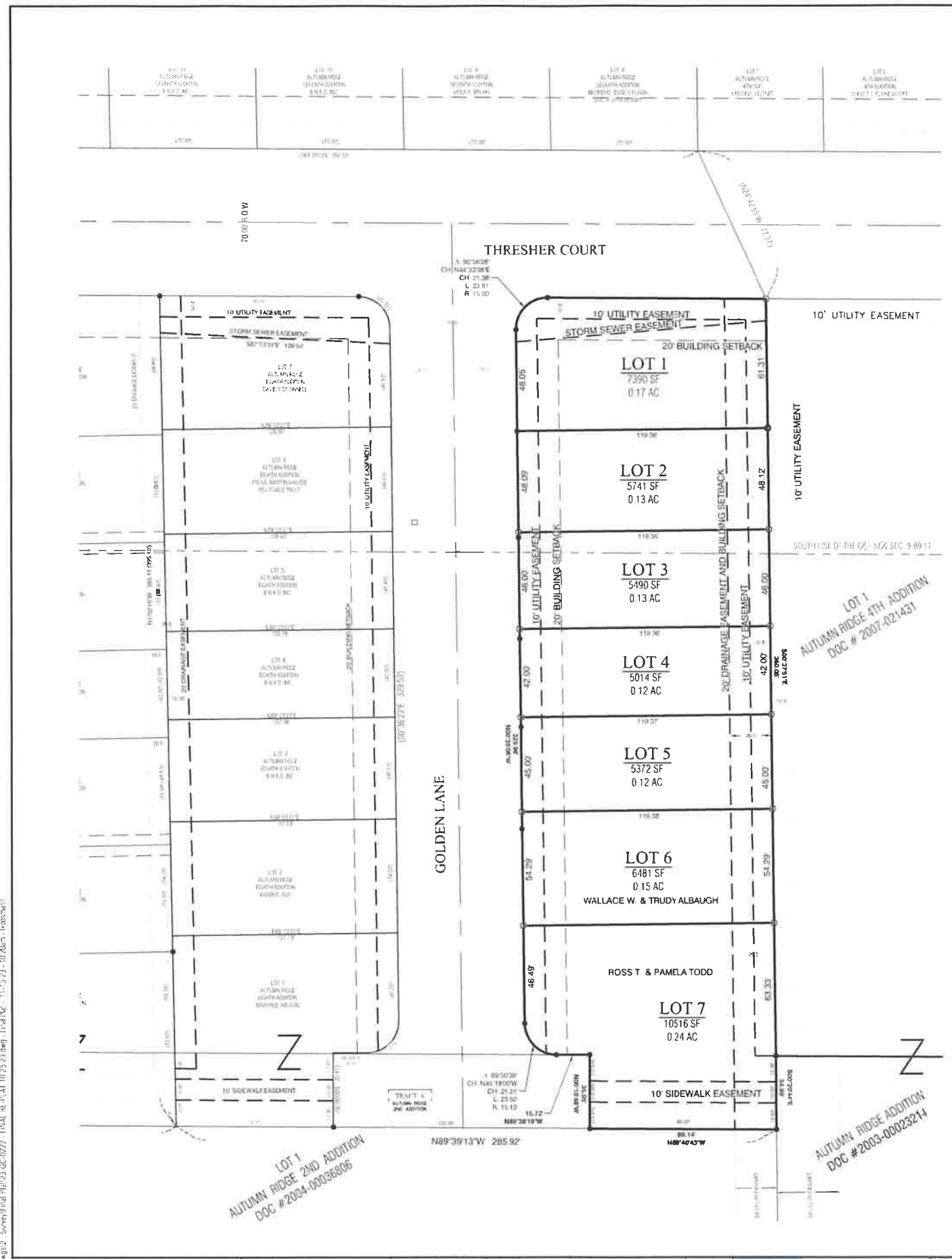
( ) = RECORDED AS



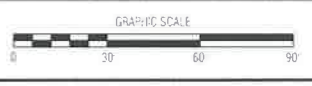
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

*Travis R. Stewart* 11/15/2023  
date

Travis R. Stewart, PLS  
Iowa License Number 17162  
My License Renewal Date is December 31, 2023  
Pages or sheets covered by this seal: SHEET 1



J:\23-GC-0222\44912\_Survey\Final\Plat\23-GC-0222\_FINAL\_9-15-23.dwg (Final) 11:57:23 - 10/06/2023



NO	REVISION	BY	DATE	NO	REVISION	BY	DATE

DESIGNED: <i>IS</i>	DATE: <i>9/21</i>
DRAWN: <i>ZVC</i>	DATE: <i>9/23</i>
CHECKED: <i>IS</i>	DATE: <i>9/23</i>
APPROVED: <i>IS</i>	DATE: <i>9/23</i>

**AUTUMN RIDGE 12TH ADDITION**  
CEDAR FALLS, IOWA

**FINAL PLAT**

PROJECT NO. 23-GC-0222  
SHEET NO. 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:** Brett Armstrong, Civil Engineer II  
**DATE:** December 4, 2023  
**SUBJECT:** 2023 Alley Reconstruction Project  
Project No. RC-000-3298  
Project Final Acceptance

The 2023 Alley Reconstruction Project is completed and ready for final acceptance. This project involved reconstruction of three (3) alleys, two (2) of which are concrete and one (1) is a permeable alley. This project was under contract with Vieth Construction Corp. of Cedar Falls, Iowa. This item was 119 in the FY23 Fiscal Year CIP. Attached please find the following final documents:

- Final Pay Estimate (Retainage Release)
- Copy of Maintenance Bond, Vieth Construction, Corp.

The following lien waivers have been received, reviewed by the Engineering Division, and are on file with the City Clerk:

<u>Vieth Construction, Corp. Suppliers:</u>	<u>Vieth Construction, Corp. subcontractors:</u> - Mike Dolan Concrete Masonry Inc. - Matthias Landscaping
---------------------------------------------	------------------------------------------------------------------------------------------------------------------


This project was funded by the Storm Water Bond Fund and Street Construction Fund, and below is a breakdown of final contract costs by the funding source:

Funding Source	Attributed Costs
Strom Water Fund	\$85,000.00
Street Construction Fund	\$173,182.30

With Council approval, a transfer of funds from the following funding sources to the Street Construction Fund will be made per Iowa Code 545-2.5.

Funding Source	Attributed Costs
Strom Water Fund	\$85,000

I certify that the public improvements for the 2023 Alley Reconstruction Project were completed in reasonable compliance with the project plans and specifications.

	12/4/23
Brett Armstrong	Date

xc: Chase Schrage, Director of Public Works  
 David Wicke, P.E., City Engineer  
 Lisa Roeding, Controller/City Treasurer

<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>			No. 7	Pay Application
<b>2023 Alley Reconstruction Project</b>			Application Period: 10/19/23 to 11/01/23	Application Date: 10/18/23
Project Number: RC-000-3298			To (Owner): City of Cedar Falls	Via (Engineer): Brett Armstrong
Contract Completion Date: 10/06/23			From (Contractor): Vieth Corp.	Civil Engineer II
Change Order Summary				
Approved Change Orders:				
Number	Additions (a)	Deductions (b)		
1	\$ -	\$ -		
2	\$ -	\$ -		
3	\$ -	\$ -		
4	\$ -	\$ -		
5	\$ -	\$ -		
6	\$ -	\$ -		
7	\$ -	\$ -		
8	\$ -	\$ -		
9	\$ -	\$ -		
10	\$ -	\$ -		
11	\$ -	\$ -		
12	\$ -	\$ -		
13	\$ -	\$ -		
14	\$ -	\$ -		
15	\$ -	\$ -		
<b>Totals</b>	\$ -	\$ -		
Net Change by Change Orders				
(a) + (b) = (c)	\$ -	-		
Contractor's Certification				
<p>The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>				
By (Contractor): <i>Park</i>				
Date: 9 Nov 23				
Mr./Mrs. Project Manager				
			<b>1. ORIGINAL CONTRACT PRICE</b> . . . . . \$ <b>255,451.50</b>	
			<b>2. NET CHANGE BY CHANGE ORDERS (c)</b> . . . . . \$ <b>-</b>	
			<b>3. CURRENT CONTRACT PRICE</b> . . . . . \$ <b>255,451.50</b>	
			<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Total Column F on Progress Estimate) . . . . . \$ <b>258,182.30</b>	
			<b>5. RETAINAGE</b>	
			a. 0% x \$ <u>258,182.30</u> Work Completed . . . . . \$ <b>-</b>	
			b. 0% x \$ <u>-</u> Stored Materials . . . . . \$ <b>-</b>	
			c. Total Retainage (Line 5a + Line 5b) . . . . . \$ <b>-</b>	
			<b>6. CUMULATIVE LIQUIDATED DAMAGES CHARGED</b> 0 Days x \$ <u>1,000.00</u> Per Day . . . . . \$ <b>-</b>	
			<b>7. AMOUNT ELIGIBLE TO DATE</b> (Line 4 - Line 5c - Line 6) . . . . . \$ <b>258,182.30</b>	
			<b>8. LESS PREVIOUS PAYMENTS</b> (Line 7 From Prior Application) . . . . . \$ <b>245,273.19</b>	
			<b>9. AMOUNT DUE THIS APPLICATION</b> . . . . . \$ <b>12,909.11</b>	
			<b>10. BALANCE TO DATE, PLUS RETAINAGE</b> (Line 7 + Line 5c) . . . . . \$ <b>258,182.30</b>	
			<b>11. % OF COMPLETION</b>	
			Original Contract Price (Line 10 ÷ Line 1) . . . . . <b>101%</b>	
			Current Contract Price (Line 10 ÷ Line 3) . . . . . <b>101%</b>	
			Payment of: \$ <b>12,909.11</b> (Line 9 or Other: Attach Explanation if Other Amount)	
			Is Respectfully Submitted: <i>Brett Armstrong</i> <b>11/20/2023</b> Brett Armstrong, Civil Engineer II Date	

2023 Alley Reconstruction Project			Application Period: 10/19/23 to 11/01/23							Application Date: 10/18/23					
Project Number: RC-000-3298			To (Owner): City of Cedar Falls							Via (Engineer): Br					
Contract Completion Date: 10/06/23			From (Contractor): Vieth Corp.							Item 17.					
A	B	C	D	E	F	G	H	I	J	K	L	M	N		
Item			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
Bid Item Number	Description	Unit													
1	SUMP PUMP AND ROOF DRAIN TAP	EA	5.00	\$ 750.00	\$ 3,750.00	8.00	-	\$ -	8.00	\$ 6,000.00	\$ -	\$ 6,000.00	160%	\$ (2,250.00)	
2	OFF-SITE TOPSOIL	Cu Yd	45.00	\$ 75.00	\$ 3,375.00	45.00	-	\$ -	45.00	\$ 3,375.00	\$ -	\$ 3,375.00	100%	\$ -	
3	EXCAVATION, CLASS 10, ROADWAY, WASTE	Cu Yd	333.00	\$ 33.00	\$ 10,989.00	333.00	-	\$ -	333.00	\$ 10,989.00	\$ -	\$ 10,989.00	100%	\$ -	
4	SUBBASE, MODIFIED, 6 IN.	Sq Yd	1,266.00	\$ 13.50	\$ 17,091.00	1,266.00	-	\$ -	1,266.00	\$ 17,091.00	\$ -	\$ 17,091.00	100%	\$ -	
5	STORM SEWER, TRENCHED, 15 IN. NON-PERF HDPE	Ln Ft	271.00	\$ 50.00	\$ 13,550.00	271.00	-	\$ -	271.00	\$ 13,550.00	\$ -	\$ 13,550.00	100%	\$ -	
6	SPECIAL PIPE CONNECTIONS, SW-211	EA	2.00	\$ 2,200.00	\$ 4,400.00	2.00	-	\$ -	2.00	\$ 4,400.00	\$ -	\$ 4,400.00	100%	\$ -	
7	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	Ln Ft	271.00	\$ 31.00	\$ 8,401.00	271.00	-	\$ -	271.00	\$ 8,401.00	\$ -	\$ 8,401.00	100%	\$ -	
8	SUBDRAIN, PERFORATED, 6 IN.	Ln Ft	298.00	\$ 26.00	\$ 7,748.00	311.46	-	\$ -	311.46	\$ 8,097.96	\$ -	\$ 8,097.96	105%	\$ (349.96)	
9	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN.	EA	2.00	\$ 525.00	\$ 1,050.00	2.00	-	\$ -	2.00	\$ 1,050.00	\$ -	\$ 1,050.00	100%	\$ -	
10	VALVE BOX ADJUSTMENT	EA	1.00	\$ 450.00	\$ 450.00	1.00	-	\$ -	1.00	\$ 450.00	\$ -	\$ 450.00	100%	\$ -	
11	INTAKE, SINGLE FLAT	EA	2.00	\$ 7,250.00	\$ 14,500.00	2.00	-	\$ -	2.00	\$ 14,500.00	\$ -	\$ 14,500.00	100%	\$ -	
12	REMOVAL OF STORM MANHOLES AND INTAKES	EA	2.00	\$ 725.00	\$ 1,450.00	2.00	-	\$ -	2.00	\$ 1,450.00	\$ -	\$ 1,450.00	100%	\$ -	
13	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 6 IN., CLASS "C"	Sq Yd	1,157.00	\$ 66.50	\$ 76,940.50	1,159.00	-	\$ -	1,159.00	\$ 77,073.50	\$ -	\$ 77,073.50	100%	\$ (133.00)	
14	CURB, P.C.C. 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	Ln Ft	40.00	\$ 66.00	\$ 2,640.00	40.00	-	\$ -	40.00	\$ 2,640.00	\$ -	\$ 2,640.00	100%	\$ -	
15	REMOVAL OF DRIVEWAY	Sq Yd	41.00	\$ 75.00	\$ 3,075.00	41.00	-	\$ -	41.00	\$ 3,075.00	\$ -	\$ 3,075.00	100%	\$ -	
16	REMOVAL OF SIDEWALK	Sq Yd	8.00	\$ 100.00	\$ 800.00	8.00	-	\$ -	8.00	\$ 800.00	\$ -	\$ 800.00	100%	\$ -	
17	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	Sq Yd	108.00	\$ 94.00	\$ 10,152.00	134.36	-	\$ -	134.36	\$ 12,629.84	\$ -	\$ 12,629.84	124%	\$ (2,477.84)	
18	GRANULAR SURFACING, 1 IN. ROADSTONE	Sq Yd	15.00	\$ 40.00	\$ 600.00	15.00	-	\$ -	15.00	\$ 600.00	\$ -	\$ 600.00	100%	\$ -	
19	PATCH, 7" P.C.C., FULL DEPTH, "M" MIX	Sq Yd	37.00	\$ 163.00	\$ 6,031.00	37.00	-	\$ -	37.00	\$ 6,031.00	\$ -	\$ 6,031.00	100%	\$ -	
20	PATCH, PARTIAL DEPTH, HMA(ST) SURFACE, 1/2", PG58-28S	TONS	6.00	\$ 365.00	\$ 2,190.00	6.00	-	\$ -	6.00	\$ 2,190.00	\$ -	\$ 2,190.00	100%	\$ -	
21	PAVEMENT REMOVAL	Sq Yd	545.00	\$ 16.00	\$ 8,720.00	545.00	-	\$ -	545.00	\$ 8,720.00	\$ -	\$ 8,720.00	100%	\$ -	
22	CURB AND GUTTER REMOVAL	Ln Ft	40.00	\$ 31.00	\$ 1,240.00	40.00	-	\$ -	40.00	\$ 1,240.00	\$ -	\$ 1,240.00	100%	\$ -	
23	ENGINEERING FABRIC	Sq Yd	234.00	\$ 7.50	\$ 1,755.00	234.00	-	\$ -	234.00	\$ 1,755.00	\$ -	\$ 1,755.00	100%	\$ -	
24	STORAGE AGGREGATE	Sq Yd	234.00	\$ 22.00	\$ 5,148.00	234.00	-	\$ -	234.00	\$ 5,148.00	\$ -	\$ 5,148.00	100%	\$ -	
25	FILTER AGGREGATE	Sq Yd	234.00	\$ 13.00	\$ 3,042.00	234.00	-	\$ -	234.00	\$ 3,042.00	\$ -	\$ 3,042.00	100%	\$ -	
26	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	Sq Yd	67.00	\$ 153.00	\$ 10,251.00	67.00	-	\$ -	67.00	\$ 10,251.00	\$ -	\$ 10,251.00	100%	\$ -	
27	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$ 2,250.00	\$ 2,250.00	1.00	-	\$ -	1.00	\$ 2,250.00	\$ -	\$ 2,250.00	100%	\$ -	
28	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	Sq Ft	2,365.00	\$ 2.20	\$ 5,203.00	2,365.00	-	\$ -	2,365.00	\$ 5,203.00	\$ -	\$ 5,203.00	100%	\$ -	
29	WATTLES, 9 IN., STRAW	Ln Ft	100.00	\$ 13.00	\$ 1,300.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 1,300.00	
30	WATTLES, MAINTENANCE AND REMOVAL	Ln Ft	100.00	\$ 5.50	\$ 550.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 550.00	
31	INLET PROTECTION DEVICE, INSTALLATION	Ea	4.00	\$ 275.00	\$ 1,100.00	2.00	-	\$ -	2.00	\$ 550.00	\$ -	\$ 550.00	50%	\$ 550.00	
32	INLET PROTECTION DEVICE, MAINTENANCE	Ea	4.00	\$ 40.00	\$ 160.00	2.00	-	\$ -	2.00	\$ 80.00	\$ -	\$ 80.00	50%	\$ 80.00	
33	MOBILIZATION	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	-	\$ -	1.00	\$ 25,000.00	\$ -	\$ 25,000.00	100%	\$ -	
34	CONCRETE WASHOUT	LS	1.00	\$ 550.00	\$ 550.00	1.00	-	\$ -	1.00	\$ 550.00	\$ -	\$ 550.00	100%	\$ -	
<b>Totals</b>					\$ 255,451.50			\$ -		\$ 258,182.30	\$ -	\$ 258,182.30		\$ (2,730.80)	

## Performance, Payment, and Maintenance Bond

SURETY BOND NO. 2346438

KNOW ALL BY THESE PRESENTS:

That we, Vieth Construction Corporation, as Principal (hereinafter the "Contractor" or "Principal" and Swiss Re Corporate Solutions America Insurance Corporation as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Fifty Five Thousand Four Hundred Fifty One Dollars and 50/100 (\$ 255,451.50), 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 20<sup>th</sup> day of June, 2023, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2023 Alley Reconstruction Project  
Paving / Pavers / Storm Sewer  
Project RC-000-3298**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3298

Witness our hands, in triplicate, this 20th day of June, 2023.

Surety Countersigned By:

PRINCIPAL:

N/A  
Signature of Agent

Vieth Construction Corporation  
Contractor

\_\_\_\_\_  
Printed Name of Agent

By: Tammy Vieth  
Signature  
Pres.  
Title

\_\_\_\_\_  
Company Name

SURETY:

\_\_\_\_\_  
Company Address

Swiss Re Corporate Solutions America Insurance Corporation  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: Kate Zanders  
Signature, Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

Kate Zanders, Attorney-in-Fact / Licensed Iowa Agent  
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC  
Company Name

FORM APPROVED BY:

2727 Grand Prairie Parkway  
Company Address

\_\_\_\_\_  
Attorney for Owner

Waukee, IA 50263  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN,
DIONE R. YOUNG, STACIE CHRISTENSEN, SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, and SARA HUSTON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

[Signature of Gerald Jagrowski]

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 17TH day of JANUARY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 17TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of Christina Manisco]

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of June, 2023.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



# VCC

## VIETH CONSTRUCTION CORPORATION

6419 Nordic Drive  
Cedar Falls, IA 50613  
Phone 319-277-1006  
Fax 319-277-3383  
Cell 319-415-3470

To: Subcontractors	From: Kari
Fax:	Pages:
Phone:	Date:
Re: Final Quantities	cc: Parker

This pay estimate reflects the final quantities from the engineer for the Cedar Falls Alley Project. VCC #23-010

Please review your items, check the appropriate line, and return this form to me by **Monday, October 9, 2023**. If a response has not been received by then, we will assume that you are in agreement with the engineer's quantities. Thanks.

Kari  
Mgr.viethconstcorp@gmail.com

Quantities are in agreement with our records

Quantities are not in agreement with our records. Please send a detailed list of discrepancies.

Mike DeLara Concrete & Masonry Inc. Mike DeLara

Company name Signature



**DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Matthew Tolan, EI, Civil Engineer II  
**DATE:** 12/4/2023  
**SUBJECT:** 2023 Seal Coat Project  
City Project Number: SC-000-3311  
Final Acceptance

The 2023 Seal Coat Project is completed and ready for final acceptance. This project involved seal coating street sections, single lane drives for lift stations, multiple single lane drives within three (3) cemeteries, and one (1) parking lot. This project was under contract with Blacktop Service Company of Humboldt, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Lien Waivers
- Maintenance Bond, Blacktop Service Company

The following lien waivers have been reviewed by the Engineering Division and are on file with the City Clerk:

<p><u>Suppliers:</u> Bituminous Materials &amp; Supply BMC Aggregates, L.C.</p>	<p><u>Subcontractors:</u> A-Line Striping &amp; Sweeping Service Signing, L.C.</p>
-----------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------

<b>Funding Source</b>	<b>Attributed Costs</b>
Local Sales Tax	\$100,000.00
Street Construction Fund	\$98,947.82
<b>Total Project Cost</b>	<b>\$198,947.82</b>

With Council approval, a transfer of funds from the following funding sources to the Street Repair Fund will be made, per Iowa Code 545-2.5.

<b>Funding Source</b>	<b>Attributed Costs</b>
Street Construction Fund	\$98,947.82

I certify that the public improvements for the 2023 Seal Coat Project were completed in reasonable compliance with the project plans and specifications.




Matthew Tolan, EI

11/27/23

Date

xc: Chase Schrage, Director of Public Works  
David Wicke, P.E., City Engineer  
Lisa Roeding, Controller/City Treasurer

	<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>	<b>No. 3</b>	<b>Pay Application</b>
<b>2023 Seal Coat</b>		Application Period: <b>08/31/23</b> to <b>09/13/23</b>	Application Date: <b>09/18/23</b>
Project Number: <b>SC-000-3311</b>	To (Owner): <b>City of Cedar Falls</b>		Via (Engineer): <b>Matt Tolan</b>
Contract Completion Date: <b>08/21/23</b>	From (Contractor): <b>Blacktop Services Co.</b>		<b>Civil Engineer II</b>
<b>Change Order Summary</b>			
Approved Change Orders:			
Number	Additions (a)	Deductions (b)	
1	\$ -	\$ -	
2	\$ -	\$ -	
3	\$ -	\$ -	
4	\$ -	\$ -	
5	\$ -	\$ -	
6	\$ -	\$ -	
7	\$ -	\$ -	
8	\$ -	\$ -	
9	\$ -	\$ -	
10	\$ -	\$ -	
11	\$ -	\$ -	
12	\$ -	\$ -	
13	\$ -	\$ -	
14	\$ -	\$ -	
15	\$ -	\$ -	
Totals	\$ -	\$ -	
<b>Net Change by Change Orders</b>			
(a) + (b) = (c)		\$ -	
<b>Contractor's Certification</b>			
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): <i>Mark Steffes</i>			
Date: <b>11-14-23</b>		Mr. Mark Steffes	
<b>1. ORIGINAL CONTRACT PRICE</b> ..... \$ <b>191,607.50</b>			
<b>2. NET CHANGE BY CHANGE ORDERS (c)</b> ..... \$ -			
<b>3. CURRENT CONTRACT PRICE</b> ..... \$ <b>191,607.50</b>			
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Total Column F on Progress Estimate) ..... \$ <b>198,947.82</b>			
<b>5. RETAINAGE</b>			
a. 5% x _____ Work Completed ..... \$ -			
b. 5% x \$ _____ Stored Materials ..... \$ -			
c. Total Retainage (Line 5a + Line 5b) ..... \$ -			
<b>6. CUMULATIVE LIQUIDATED DAMAGES CHARGED</b>			
<b>0</b> Days x _____ Per Day ..... \$ -			
<b>7. AMOUNT ELIGIBLE TO DATE</b> (Line 4 - Line 5c - Line 6) ..... \$ <b>198,947.82</b>			
<b>8. LESS PREVIOUS PAYMENTS</b> (Line 7 From Prior Application) ..... \$ <b>189,000.43</b>			
<b>9. AMOUNT DUE THIS APPLICATION</b> ..... \$ <b>9,947.39</b>			
<b>10. BALANCE TO DATE, PLUS RETAINAGE</b> (Line 7 + Line 5c) ..... \$ <b>198,947.82</b>			
<b>11. % OF COMPLETION</b>			
Original Contract Price (Line 10 ÷ Line 1)		104%	
Current Contract Price (Line 10 ÷ Line 3)		104%	
Payment of: \$		<b>9,947.39</b> (Line 9 or Other: Attach Explanation if Other Amount)	
Is Respectfully Submitted:		<i>Matt Tolan</i> Matt Tolan, Civil Engineer II	
		<b>11/16/2023</b> Date	

*Kei + LG! bsk*

CONTRACTOR'S APPLICATION FOR PAYMENT													No. 3		Estimate	
2023 Seal Coat			Application Period: 08/31/23 to 09/13/23						Application Date: 09/18/23							
Project Number: SC-000-3311			To (Owner): City of Cedar Falls						Via (Engineer): Matt Tolan							
Contract Completion Date: 08/21/23			From (Contractor): Blacktop Services Co.						Civil Engineer II							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Bid Item Number	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	Surface Preparation	Sq Yd	28,260.00	\$ 0.57	\$ 16,108.20	28,980.00	-	\$ -	28,980.00	\$ 16,518.60	\$ -	\$ 16,518.60	103%	\$ (410.40)	X	
2	Seal Coat	Sq Yd	43,870.00	\$ 3.39	\$ 148,719.30	43,098.00	-	\$ -	43,098.00	\$ 146,102.22	\$ -	\$ 146,102.22	98%	\$ 2,617.08	X	
3	Pavement Markings, Painted	STA	1.20	\$ 900.00	\$ 1,080.00	-	12.03	\$ 10,827.00	12.03	\$ 10,827.00	\$ -	\$ 10,827.00	1003%	\$ (9,747.00)	X	
4	Pavement Markings, Handicapped Symbols	EA	2.00	\$ 100.00	\$ 200.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 200.00	X	
5	Mobilization	LS	1.00	\$ 20,000.00	\$ 20,000.00	1.00	-	\$ -	1.00	\$ 20,000.00	\$ -	\$ 20,000.00	100%	\$ -	X	
6	Traffic Control	LS	1.00	\$ 5,500.00	\$ 5,500.00	1.00	-	\$ -	1.00	\$ 5,500.00	\$ -	\$ 5,500.00	100%	\$ -	X	
					<b>Totals</b>	\$ 191,607.50		\$ 10,827.00		\$ 198,947.82	\$ -	\$ 198,947.82		\$ (7,340.32)		

## Performance, Payment, and Maintenance Bond

SURETY BOND NO. 100056671

KNOW ALL BY THESE PRESENTS:

That we, Blacktop Service Company, as Principal (hereinafter the “Contractor” or “Principal” and Merchants Bonding Company (Mutual) \_\_\_\_\_ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Ninety One Thousand Six Hundred Seven Dollars and 50/100 (\$191,607.50), 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 \_\_\_\_\_, 2023, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

### **2023 Seal Coat Project Project SC-000-3311**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:



- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SC-000-3311

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Surety Countersigned By:**

N/A  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code


\_\_\_\_\_  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner


**PRINCIPAL:**

Blacktop Service Company  
Contractor

By:   
Signature  
Contractor  
Title

**SURETY:**

Merchants Bonding Company (Mutual)  
Surety Company

By:   
Signature Attorney-in-Fact Officer  
Kate Zanders, Attorney-in-Fact/Iowa Licensed Agent  
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC  
Company Name

2727 Grand Prairie Parkway  
Company Address

Waukee, IA 50263  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tieman; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 24th day of January 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



*William Warner Jr.*  
Secretary



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, A-Line Striping & Sweeping (Name of Manufacturer, Materialman, or Subcontractor) has furnished to Blacktop Service Company (Name of Contractor) the following: Pavement Marking (Kind of Material/Services) for use in the construction of a project belonging to Material and Services Furnished) City of Cedar Falls (Name of Owner) and designated as 2023 Seal Coat Project (Name of Project)

NOW, THEREFORE, the undersigned, A-Line Striping & Sweeping (Manufacturer, Materialman, or Subcontractor) for and in consideration of \$1,015.00, and other good and valuable consideration, the receipt/pending payment whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Blacktop Service Company (Name of Contractor) for said project.

GIVEN under my (our) hand(s) and seal(s) this 27 day of October, 2023

A-Line Striping & Sweeping (Name of Manufacturer, Materialman, or Subcontractor)

[Signature] (By) President (Title)



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Service Signing, L.C.  
(Name of Manufacturer, Materialman, or Subcontractor)  
has furnished to Blacktop Service Company the following: Traveler Control  
(Name of Contractor) (Kind of Material/Services)  
for use in the construction of a project belonging to  
(Material and Services Furnished)  
City of Cedar Falls, and designated as, 2023 Seal Coat Project  
(Name of Owner) (Name of Project)

NOW, THEREFORE, the undersigned, Service Signing, L.C.  
(Manufacturer, Materialman, or Subcontractor)  
for and in consideration of \$ 1,500.00, and other good and valuable consideration,  
the receipt/pending payment whereof is hereby acknowledged, do(es) hereby waive and  
release any and all liens, or right to or claim of lien, on the above described project and  
premises, under any law, common or statutory, on account of labor or materials, or  
both, heretofore or hereafter furnished by the undersigned to or for the account of said

Blacktop Service Company for said project.  
(Name of Contractor)

GIVEN under my (our) hand(s) and seal(s) this 27 day of October,  
2023.

Service Signing, LC  
(Name of Manufacturer, Materialman, or Subcontractor)

Cristi Hagedorn Office Manager  
(By) (Title)



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Bituminous Materials & Supply (Name of Manufacturer, Materialman, or Subcontractor) has furnished to Blacktop Service Company (Name of Contractor) the following: MC-3000 (Kind of Material/Services) for use in the construction of a project belonging to Material and Services Furnished City of Cedar Falls (Name of Owner) and designated as, 2023 Seal Coat Project (Name of Project).

NOW, THEREFORE, the undersigned, Bituminous Materials & Supply (Manufacturer, Materialman, or Subcontractor) for and in consideration of \$31,996.65, and other good and valuable consideration, the receipt/pending payment whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said

Blacktop Service Company (Name of Contractor) for said project.

GIVEN under my (our) hand(s) and seal(s) this 27th day of October, 2023.

Bituminous Materials & Supply (Name of Manufacturer, Materialman, or Subcontractor)

William Payne (By) Digitally signed by William Payne Date: 2023.10.27 11:00:11 -04'00' (Title)



WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Bmc Aggregates (Name of Manufacturer, Materialman, or Subcontractor) has furnished to Blacktop Service Company (Name of Contractor) the following: Seal Coat Chips (Kind of Material/Services) for use in the construction of a project belonging to City of Cedar Falls (Name of Owner) and designated as, 2023 Seal Coat Project (Name of Project)

NOW, THEREFORE, the undersigned, Bmc Aggregates (Manufacturer, Materialman, or Subcontractor) for and in consideration of \$12,772.26, and other good and valuable consideration, the receipt/pending payment whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said Blacktop Service Company (Name of Contractor) for said project.

GIVEN under my (our) hand(s) and seal(s) this 27<sup>th</sup> day of October, 2023.

BMC Aggregates L.C. by [Signature]  
(Name of Manufacturer, Materialman, or Subcontractor)

Christopher M. Dinsdale (By) President (Title)





## DEPARTMENT OF PUBLIC WORKS

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

### MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M Green and City Council

**FROM:** David Wicke, PE - City Engineer

**DATE:** December 4, 2023

**SUBJECT:** Professional Services Agreement, AECOM Technical Services, Inc.  
 Supplemental Agreement No. 3  
 North Cedar Heights Area Reconstruction Phase 2  
 City Project No. RC-092-3271

Please find the attached Supplemental Agreement No. 3 to the Professional Services Agreement between the City of Cedar Falls and AECOM Technical Services, Inc. that outlines the scope of services and costs for construction related services for Phase 1A and additional design and easements/ROW services for Phase 2 of the project. This Supplemental Agreement provides for detailed work, services, materials, equipment, personnel and supplies necessary to provide the construction related services for Phase 1A and the additional design and easement/ROW services of Phase 2 of the project. Services will include roadway, storm sewer, sanitary sewer, water main design, and easement and ROW services.

The City of Cedar Falls entered into a Professional Services Agreement with AECOM Technical Services, Inc. for preliminary and final design services for the reconstruction of the North Cedar Heights Area on November 16, 2021.

The attached Supplemental Agreement includes the services for the construction related services for Phase 1A and additional design and easements/ROW services for Phase 2 shall be on an hourly basis and in a total amount not to exceed \$109,100.00.

The Department of Public Works, Engineering Division requests your consideration and approval of this Supplemental Agreement No. 3 with AECOM Technical Services, Inc. for the services described above.

If you have any questions or comments, feel free to contact me.

xc: Chase Schrage, Director of Public Works



AECOM 319-232-6531 tel  
501 Sycamore Street 319-232-0271 fax  
Suite 222  
Waterloo, Iowa 50703  
www.aecom.com

**NORTH CEDAR HEIGHTS AREA RECONSTRUCTION  
CEDAR FALLS, IOWA  
CITY PROJECT NUMBER: RC-092-3271**

**SUPPLEMENTAL AGREEMENT NO. 3**

WHEREAS, a Professional Services Agreement was entered into between City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, (Client) and AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, (ATS) dated November 16, 2021, for preliminary and final design for the reconstruction of the North Cedar Heights Area Reconstruction; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 for right-of-way acquisition services for Phases 1 and 2 of the project on May 17, 2022; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 2 for preliminary and final design for the reconstruction of Phase 2 of the North Cedar Heights Area reconstruction on November 21, 2022; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 3 for additional design and right-of-way services for Phase 1 and limited construction-related services for Phases 1 and 2.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

**I. Project Description**

The Cedar Heights Area Street Reconstruction Project will include the reconstruction of 9 streets in this area over an anticipated period of 5 years. The project will be divided into 5 phases for each year of construction. Previous agreements have included the design of Phase 1, right-of-way acquisition services for Phases 1 and 2, and design of Phase 2.

This Supplemental Agreement for Cedar Heights Area Street Reconstruction Project Phase 1 includes design services for the separation of Phase 1 to Phase 1A for Ridgewood Drive and Timber Drive and extension of Phase 1 along Greenwood Avenue, limited construction-related services for Phases 1 and 2, and right-of-way acquisition services for the condemnation assistance for 4 properties in Phase 1A and required revisions for the Timber Drive Temporary Easements.

**II. Scope of Services**

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide preliminary and final design for the Phase 1 Separation of Ridgewood Drive and Timber Drive and Extension of Greenwood Avenue defined above. Final plans and specifications will be prepared in a format suitable for a City of Cedar Falls letting. The Scope of Services is separated into three divisions as follows: Roadway Design Services, Sanitary Sewer Design Services, and Water Main Design Services. The Scope of Services for each Division is further defined below.

**PHASE I – DESIGN SERVICES**

**DIVISION I – Roadway Design Services***Phase 1 to 1A Separation (Tasks 1 – 20)*

These tasks include developing final plans for grading, paving, and storm sewer plans and specifications for the Phase 1A split which separated the Ridgewood Avenue from Timber Drive. Included in these tasks will be the typical cross sections, tabulations, and quantities, final roadway plan and profile sheets, earthwork tabulations, intersection details drainage, storm sewer design and tabulations, pavement markings and signing, design cross sections, construction cost estimate and technical specifications. The following specific tasks lead to the completion of the final grading, paving and drainage plans:

Task 1 – Title and Legend Sheet (A Sheet)

Task 2 – Typical Sections and Details (B Sheets)

Task 3 – Bid Items and General Notes (C Sheets)

- a. Bid Item and Quantity Listing
- b. Estimate Reference Information
- c. General Notes

Task 4 – Tabulations and Quantities (C Sheets)

Task 5 – Plan and Profile Sheets (D Sheets)

Task 6 – Geometric Layout Sheets (G Sheets)

Task 7 – Right-of-Way Sheets (H Sheets)

Task 8 – Construction Staging and Traffic Control Sheets (J Sheets)

Task 9 – Intersection Details (L Sheets)

Task 10 – Storm Sewer Plans and Details (M Sheets)

Task 11 – Signing and Pavement Markings (N Sheets)

Task 12 – Removal Sheets (R Sheets)

Task 13 – Earthwork Tabulation (T Sheets)

Task 14 – Grading Details (U Sheets)

Task 15 – Design Cross Sections (W Sheets)

Task 16 – Erosion Control and SWPPP Plan Sheets (RC & RR Sheets)

Task 17 – Quality Control Review

Task 18 – Final Revisions

Task 19 – Construction Cost Estimate

Task 20 – Specifications

*Greenwood Ave Extension Data Collection (Tasks 21 – 22)*

The following tasks lead to the completion of project data collection, including review of as-built plans and utility information:

Task 21 – Data Collection

Task 22 – Survey and Base Mapping

*Greenwood Avenue Extension Grading, Paving, Drainage and Sanitary Sewer Plans (Tasks 23 – 25)*

These tasks include developing preliminary and final plans for grading, paving, and storm sewer plans and specifications for the reconstruction of Greenwood Avenue 100' extension. Included in these tasks will be the typical cross sections, tabulations, and quantities, final roadway plan and profile sheets, earthwork tabulations, intersection details drainage, storm sewer design and tabulations, pavement markings and signing, design cross sections, construction cost estimate and technical specifications. The following specific tasks lead to the completion of the final grading, paving and drainage plans:

Task 23 – Plan and Profile Sheets (D Sheets)

Task 24 – Removal Sheets (R Sheets)

Task 25 – Design Cross Sections (W Sheets)

*Project Administration and Coordination with City of Cedar Falls/Cedar Falls Utilities  
(Tasks 26 -28)*

These tasks include project administration, meetings and coordination throughout project development. These tasks also include pre-letting activities and general project administration. This task includes attendance at Cedar Falls City Council, public information meeting, and meeting with stakeholders and property owners along the corridor. The following identifies tasks leading to the completion of project administration and coordination during the design phase of the project:

Task 26 – Project Meetings (3)

Task 27 – Pre-Letting Activities

Task 28 – Project Administration

### **DIVISION I - Right-of-Way Acquisition Services**

These tasks include preparation of documents for condemnation of 4 properties and the attendance of condemnation meetings as needed. In addition, nine (9) temporary easements will need to be resigned, notarized, and potentially renegotiated due to changes in temporary easement term dates. For condemnation, it was estimated 8 hours of AECOM assistance per property would be required. A portion of these tasks will be completed by JCG Land Services.

Task 29 – Property Research and Document Creation for 4 Properties (JCG)

Task 30 – Attending Meetings for Condemnation as Needed (AECOM and JCG)

Task 31 – Resigning and Potential Renegotiation of Timber Drive Temporary Easements (9 Temporary Easements) (JCG)

### **DIVISION II – Sanitary Sewer Design Services**

The Scope of Services for the Sanitary Sewer Design Services is further defined as follows:

*Sanitary Sewer Design (Task 32)*

The following tasks lead to the inclusion of the final sanitary sewer and force main plans in the roadway plans. Design tasks include developing final plans for the Phase 1 to 1A Separation and redesign of the E. Ridgewood sanitary sewer after Phase 1 bid letting. The following specific task leads to the completion of the sanitary sewer design plans:

Task 32 – Sanitary Sewer Plans and Details (MSA Sheets)

### **DIVISION III – Water Main Design Services**

The Scope of Services for the Water Main Design Services is further defined as follows:

*Water Main Design (Tasks 33)*

The following tasks lead to the inclusion of the final water main plans in the roadway plans. Design tasks include developing final plans for the Phase 1 to 1A Separation and Greenwood Avenue Extension. The following specific tasks lead to the completion of the water main design plans:

Task 33 – Phase 1A Separation Water Main Plans and Details (MWM Sheets)

**LIMITED CONSTRUCTION-RELATED SERVICES**

**DIVISION I – Construction Administration Assistance Phase 1 & Phase 2**

These tasks will encompass and include services, materials, equipment, personnel and supplies necessary to provide limited contract assistance during the construction phase for the Phases 1 and 2 of the Cedar Heights Area Project. For this on-call limited construction-related services supplemental, it was assumed approximately 230 hours of services could be requested, as needed, by the Client. Potential tasks are further defined as follows:

Task 34. Attend a preconstruction conference led by the Client with representatives of the Contractor, Consultant and affected utilities in attendance.

Task 35. Answer design interpretation questions from the Client, Contractor, review staff and appropriate agencies and prepare additional drawings issued subsequent to the execution of the contract.

Task 36. Perform construction site visits by design personnel at appropriate stages of construction to review the quality of the work and to determine whether the work conforms to the contract documents.

**III. Compensation**

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement. The total compensation for these services is an estimated fee of One Hundred Nine Thousand One Hundred Dollars (\$109,100.00) as shown below and will not be exceeded without authorization from the Client.

<u>Division I</u>	
Roadway Design Services .....	\$27,800.00
Additional ROW Acquisition Services .....	42,100.00
Limited Construction-Related Services.....	30,000.00
<u>Division II</u>	
Sanitary Sewer Extension Design Services .....	5,100.00
(Includes Utility Locates for Phase 1 and Phase 2)	
<u>Division III</u>	
Water Main Design Services .....	4,100.00
Total.....	<u>\$109,100.00</u>

**IV.** In all other respects, the obligations of the Client and ATS shall remain as specified in the Professional Services Agreement dated November 16, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 3 as of the dates shown below:

CITY OF CEDAR FALLS

By \_\_\_\_\_ Date \_\_\_\_\_  
Robert M. Green  
Mayor

AECOM TECHNICAL SERVICES, INC.

By  \_\_\_\_\_ Date November 17, 2023  
Douglas W. Schindel, P.E.  
Vice President

L:\Secure\_DCS\Administration\AGREE\SUPPLE\SA3 CF Cedar Heights Recon.docx


**DEPARTMENT OF PUBLIC WORKS – Engineering Division**

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

**MEMORANDUM**  
**Engineering Division**

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

**FROM:** David Wicke, PE, City Engineer

**DATE:** December 4, 2023

**SUBJECT:** Professional Services Agreement  
 South Main Sanitary Sewer Extension  
 AECOM Technical Services  
 City Project Number: SA-173-3332

Please find attached the Professional Services Agreement with AECOM Technical Services, which outlines the scope of services and associated costs for the South Main Sanitary Sewer Extension Project.

AECOM was selected from the City's list of qualified engineering consultants. The enclosed agreement with AECOM provides for the design and easement acquisition for the South Main Sanitary Sewer Extension Project. Services will include design survey, plans and specifications, easements and plats, and the establishment of a tapping fee for the sanitary sewer extension. The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$107,500.

This project is currently programmed in the CIP for construction in FY 2024. The project is currently budgeted at \$1,080,000. Programmed funds include the Sanitary Sewer Rental Fund and Special Assessment.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with AECOM Technical Services for the South Main Sanitary Sewer Extension.

If you have any questions or comments, feel free to contact me.

xc: Chase Schrage, Director of Public Works



## DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION  
220 CLAY STREET  
319-268-5161  
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

WATER RECLAMATION DIVISION  
501 E. 4TH STREET  
319-273-8633  
FAX 319-268-5566

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## PROFESSIONAL SERVICE AGREEMENT

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### SOUTH MAIN SANITARY SEWER EXTENSION CEDAR FALLS, IOWA CITY PROJECT NUMBER: SA-173-3332

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**This Agreement** is made and entered by and between AECOM Technical Services, Inc., a California corporation, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

#### **I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

#### **II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.



- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

### V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between

Contractors Who Perform Professional Services and the City of Cedar Falls,” consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of One Hundred Seven Thousand Five Hundred Dollars (\$107,500.00) as shown below, and will not be exceeded without authorization from the Client.

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

**X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

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

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_ 

Printed Name: Robert M. Green

Printed Name: Douglas W. Schindel

Title: Mayor

Title: Vice President

Date: \_\_\_\_\_

Date: November 17, 2023

**SOUTH MAIN SANITARY SEWER EXTENSION  
CEDAR FALLS, IOWA  
CITY PROJECT NUMBER: SA-173-3332  
EXHIBIT A**

**A. Project Description**

This project consists of providing projections of sanitary sewer flows, sewer sizing, preparing plans, specifications, and contract documents for the South Main Sanitary Sewer Extension. This proposed sanitary sewer will serve homeowners on the west side of South Main Street north of Greenhill Road. The proposed sewer will connect to the existing Cedar Prairie Trail Sanitary Sewer west of South Main Street and extend south approximately 1,900' along the western edge of the South Main Street property lines.

**B. Scope of Services**

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide survey, design, plan preparation and property acquisition services for the South Main Sanitary Sewer Project.

The Scope of Services to be performed shall be completed in accordance with generally accepted standards of practice. The Statewide Urban Design and Specifications (SUDAS) and engineer-provided technical specifications will be utilized for this project, along with the Cedar Falls Supplemental Specifications. Final plans and specifications will be prepared in a format suitable for a City of Cedar Falls letting.

The Scope of Services for the Design Phase is further defined as follows:

*Design Survey (Tasks 1-3)*

The following identifies tasks leading to the completion of the topographical survey required for the project, including field survey, base mapping and utility locates:

Task 1 – Data Collection

Task 2 – Survey and Base Mapping

Task 3 – Survey Note Reduction, Base Mapping and DTM Development

*Sanitary Sewer Plans (Tasks 4-17)*

These tasks include developing preliminary and final plans and specifications for the South Main Sanitary Sewer Extension Project. The proposed sewer will connect to the existing Cedar Prairie Trail Sanitary Sewer west of South Main Street and extend south approximately 1,900' along the western edge of the South Main Street property lines. Included in these tasks will be the typical cross sections, tabulations and quantities, final sanitary sewer plan and profile sheets, construction cost estimate and technical specifications.

Task 4 – Title and Legend Sheets

Task 5 – Typical Cross Sections and Details

Task 6 – Bid Items and General Notes

- a. Bid Item and Quantity Listing
- b. Estimate Reference Information
- c. General Notes

Task 7 – Tabulations and Quantities

Task 8 – Geometric Layout Sheets

Task 9 – ROW Sheets

Task 10 – Erosion Control and SWPPP Plan Sheets

Task 11 – Sanitary Sewer Plan and Profile Sheets

Task 12 – Quality Control Review

Task 13 – Final Revisions

Task 14 – Construction Cost Estimate

Task 15 – Specifications

Task 16 – Printing and Submittals

Task 17 – Field Review

*Right-of-Way (Easements) Plats and Descriptions (Tasks 18-20)*

These tasks include determination of existing property boundaries, determination of project construction limits and development of temporary and permanent easement plats required for construction of this project. The Scope of Services includes plats for twenty-two parcels held by twenty property owners, including temporary and permanent easements. The City of Cedar Falls will complete ROW acquisition, closing services and recording documentation, per communication with City staff and JCG Land Services. The following identifies tasks leading to the completion of ROW plats and descriptions for the project:

Task 18 – Property Boundary Survey

Task 19 – Preparation of Temporary and Permanent Easement Plats (44)

Task 20 – Coordination with JCG Land Services and the City of Cedar Falls

*Project Administration and Coordination with City of Cedar Falls (Tasks 21-27)*

These tasks include project administration, meetings and coordination throughout project development. The meeting task includes one formal presentation to the Cedar Falls City Council, one public information meeting and meetings with stakeholders and property owners along the corridor. These tasks also include preparation of necessary construction permit schedules to be submitted to Iowa DNR. The following identifies tasks leading to the completion of project administration and coordination during the design phase of the project.

Task 21 – Project Meetings

Task 22 – Coordination with City of Cedar Falls

Task 23 – Coordination with City of Cedar Falls Utilities

Task 24 – Permitting (IDNR Sanitary Sewer and NPDES General Permit #2)

Task 25 – Pre-Letting Activities

Task 26 – Project Administration

Task 27 – Tapping Fee Legal Description of Boundary and Exhibit

**Assumptions**

The sanitary sewer will follow the alignment provided by the City of Cedar Falls and will be an 8” line the entire distance. The City will provide as-built information and easements for the existing sanitary sewer.

**Exclusions**

The following items are not included in either Division, but may be added by supplemental agreement:

Construction-Related Services  
ROW Acquisition & Closing Services  
Condemnation

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**EXHIBIT B**


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**SOUTH MAIN SANITARY SEWER EXTENSION  
CEDAR FALLS, IOWA  
CITY PROJECT NUMBER: SA-173-3332**

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Original 12/13/11  
Revision 01/31/2017

**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 authorized 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. 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, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

8. Errors & Omissions: If the contract’s scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

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. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors,



omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents 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 (except for Professional Liability) 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)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE****General Liability (Occurrence Form Only):**

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

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

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

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000  
The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

## City of Cedar Falls, Iowa

### ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> Your insurance Agency 123 Main Street Anytown, IA 00000	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #
	<b>INSURED</b> Business Name 123 Main Street Anytown, IA 0000

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	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 EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/>	N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

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

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured 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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location And Description Of Completed Operations</b>
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.**

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**EXHIBIT C**

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**SOUTH MAIN SANITARY SEWER EXTENSION  
CEDAR FALLS, IOWA  
CITY PROJECT NUMBER: SA-173-3332**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO  
PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.
9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.
10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.



11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

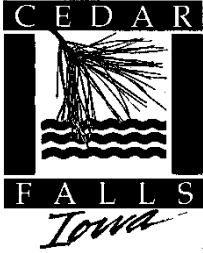
16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Green and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** November 27, 2023  
**SUBJECT:** FY2024 Budget Amendment

Please find attached the notice for our first budget amendment for FY2024. This budget amendment is necessary for the Public Works Program due to the Main Street Reconstruction project. This is due to the timing of the project and the adjustment to the construction schedule which was covered at the Public Works Committee meeting on November 6, 2023.

**The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for December 18, 2023.**

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

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

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

Item 21.

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

**Meeting Date/Time:** 12/18/2023 07:00 PM

**Contact:** Jennifer Rodenbeck

**Phone:** (319) 273-8600 ext: 5108

**Meeting Location:** City Hall, 220 Clay Street, Cedar Falls, Iowa

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

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	23,777,537	0	23,777,537
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	23,777,537	0	23,777,537
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	6,145,440	0	6,145,440
Other City Taxes	6	8,075,004	0	8,075,004
Licenses & Permits	7	1,021,000	0	1,021,000
Use of Money & Property	8	1,158,800	0	1,158,800
Intergovernmental	9	12,178,010	2,000,000	14,178,010
Charges for Service	10	17,230,210	0	17,230,210
Special Assessments	11	0	0	0
Miscellaneous	12	1,252,259	2,000,000	3,252,259
Other Financing Sources	13	15,044,000	0	15,044,000
Transfers In	14	12,279,560	0	12,279,560
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>98,161,820</b>	<b>4,000,000</b>	<b>102,161,820</b>
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Public Safety	16	14,645,060	0	14,645,060
Public Works	17	20,775,080	14,000,000	34,775,080
Health and Social Services	18	28,000	0	28,000
Culture and Recreation	19	10,110,730	0	10,110,730
Community and Economic Development	20	3,132,150	0	3,132,150
General Government	21	6,542,500	0	6,542,500
Debt Service	22	2,546,800	0	2,546,800
Capital Projects	23	21,991,860	0	21,991,860
Total Government Activities Expenditures	24	79,772,180	14,000,000	93,772,180
Business Type/Enterprise	25	23,390,760	0	23,390,760
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>103,162,940</b>	<b>14,000,000</b>	<b>117,162,940</b>
Transfers Out	27	12,279,560	0	12,279,560
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>115,442,500</b>	<b>14,000,000</b>	<b>129,442,500</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-17,280,680</b>	<b>-10,000,000</b>	<b>-27,280,680</b>
Beginning Fund Balance July 1, 2023	30	98,756,610	0	98,756,610
<b>Ending Fund Balance June 30, 2024</b>	<b>31</b>	<b>81,475,930</b>	<b>-10,000,000</b>	<b>71,475,930</b>

**Explanation of Changes:** These over expenditures are due to timing of capital projects. The expenditures are covered by additional intergovernmental and miscellaneous revenues as well as cash reserves.

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ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
847		05/24	AP	11/17/23	0399387	MADDIE SEYMOUR	60.95		11/21/23
						RMB:SUPPLIES-HRC SUMMIT			
PROJECT#: 749									
808		05/24	AP	11/10/23	0399377	TARA ESTEP	60.00		11/15/23
						SPEAKER FEE-FALL SUMMIT			
808		05/24	AP	11/10/23	0399373	JOY BRISCOE	60.00		11/15/23
						SPEAKER FEE-FALL SUMMIT			
808		05/24	AP	11/10/23	0399371	DR. KYLE P. CHRISTIASON	60.00		11/15/23
						SPEAKER FEE-FALL SUMMIT			
808		05/24	AP	11/10/23	0399369	CHIQUITA LOVELESS	150.00		11/15/23
						KEYNOTE SPKR.-FALL SUMMIT			
851		05/24	AP	11/10/23	0399377	TARA ESTEP		60.00	11/21/23
						ADD PROJECT NUMBER			
851		05/24	AP	11/10/23	0399377	TARA ESTEP	60.00		11/21/23
						SPEAKER FEE-FALL SUMMIT			
PROJECT#: 749									
851		05/24	AP	11/10/23	0399373	JOY BRISCOE		60.00	11/21/23
						ADD PROJECT NUMBER			
851		05/24	AP	11/10/23	0399373	JOY BRISCOE	60.00		11/21/23
						SPEAKER FEE-FALL SUMMIT			
PROJECT#: 749									
851		05/24	AP	11/10/23	0399371	DR. KYLE P CHRISTIASON		60.00	11/21/23
						ADD PROJECT NUMBER			
851		05/24	AP	11/10/23	0399371	DR. KYLE P CHRISTIASON	60.00		11/21/23
						SPEAKER FEE-FALL SUMMIT			
PROJECT#: 749									
851		05/24	AP	11/10/23	0399369	CHIQUITA LOVELESS		150.00	11/21/23
						ACCOUNT CORRECTION			
						KEYNOTE SPKR.-FALL SUMMIT			
						ACCOUNT TOTAL	570.95	330.00	240.95
101-1038-441.83-01 TRANSPORTATION&EDUCATION / TRAINING & TRAVEL									
851		05/24	AP	11/10/23	0399369	CHIQUITA LOVELESS	150.00		11/21/23
						ACCOUNT CORRECTION			
						KEYNOTE SPKR.-FALL SUMMIT			
						ACCOUNT TOTAL	150.00	.00	150.00
101-1048-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
847		05/24	AP	11/17/23	0399389	ROGERS, KEVIN	170.30		11/21/23
						RMB:MILEAGE-IMAA MEETING			
						JOHNSTON			
						ACCOUNT TOTAL	170.30	.00	170.30
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS									
847		05/24	AP	11/09/23	0399391	WALMART #753 LICENSING AND PE	50.00		11/21/23
						REFUND-UNUSED TOBACCO LIC			
						WALMART #753			

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GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	----	
FUND 101 GENERAL FUND										
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS <span style="float: right;">continued</span>										
ACCOUNT TOTAL							50.00	.00	50.00	
101-2253-423.85-01 UTILITIES / UTILITIES										
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	4,484.25		11/17/23	
UTILITIES THRU 11/01/23										
ACCOUNT TOTAL							4,484.25	.00	4,484.25	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	1,411.65		11/17/23	
UTILITIES THRU 11/01/23										
ACCOUNT TOTAL							1,411.65	.00	1,411.65	
101-2280-423.85-01 UTILITIES / UTILITIES										
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	643.80		11/17/23	
UTILITIES THRU 11/01/23										
ACCOUNT TOTAL							643.80	.00	643.80	
101-4511-414.85-01 UTILITIES / UTILITIES										
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	3,070.03		11/17/23	
UTILITIES THRU 11/01/23										
ACCOUNT TOTAL							3,070.03	.00	3,070.03	
101-4511-414.89-14 MISCELLANEOUS SERVICES / REFUNDS										
808		05/24 AP		11/06/23	0399375	SUNGEUN YOON	125.00		11/15/23	
REF.RENT.PERMIT-2212 ANDY 2212 ANDY AVENUE										
ACCOUNT TOTAL							125.00	.00	125.00	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	198.62		11/17/23	
UTILITIES THRU 11/01/23										
ACCOUNT TOTAL							198.62	.00	198.62	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
865		05/24 AP		11/10/23	0399400	U.S. CELLULAR	94.32		11/27/23	
COVERT CAMERA CELL PLAN 11/09-12/08/23										

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GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 101 GENERAL FUND									
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT						continued			
ACCOUNT TOTAL						94.32	.00	94.32	
101-5521-415.85-01 UTILITIES / UTILITIES									
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	2,276.97		11/17/23
UTILITIES THRU 11/01/23									
ACCOUNT TOTAL						2,276.97	.00	2,276.97	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	109.17		11/17/23
UTILITIES THRU 11/01/23									
ACCOUNT TOTAL						109.17	.00	109.17	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
865		05/24 AP		11/16/23	0399398	REIMERS, LIESEL	149.80		11/27/23
RMB:UNIFORM ALLOWANCE						BROWN'S SHOE FIT COMPANY			
865		05/24 AP		11/02/23	0399395	FEY, THOMAS	99.95		11/27/23
RMB:UNIFORM ALLOWANCE						CONDOROUTDOOR.COM			
ACCOUNT TOTAL						249.75	.00	249.75	
101-6613-433.85-01 UTILITIES / UTILITIES									
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	172.29		11/17/23
UTILITIES THRU 11/01/23									
ACCOUNT TOTAL						172.29	.00	172.29	
101-6616-446.85-01 UTILITIES / UTILITIES									
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	5,112.11		11/17/23
UTILITIES THRU 11/01/23									
ACCOUNT TOTAL						5,112.11	.00	5,112.11	
101-6623-423.85-01 UTILITIES / UTILITIES									
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	553.28		11/17/23
UTILITIES THRU 11/01/23									
ACCOUNT TOTAL						553.28	.00	553.28	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									

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FUND 101 GENERAL FUND									
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
808		05/24 AP		11/01/23	0399368	CENTURYLINK	63.66		11/15/23
						CEDAR RIVER GAUGE-OCT'23			
						ACCOUNT TOTAL	63.66	.00	63.66
101-6633-423.85-01 UTILITIES / UTILITIES									
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	1,904.44		11/17/23
						UTILITIES THRU 11/01/23			
						ACCOUNT TOTAL	1,904.44	.00	1,904.44
						FUND TOTAL	21,410.59	330.00	21,080.59
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.85-01						UTILITIES / UTILITIES			
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	2,003.60		11/17/23
						UTILITIES THRU 11/01/23			
						ACCOUNT TOTAL	2,003.60	.00	2,003.60
206-6647-436.85-01 UTILITIES / UTILITIES									
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	2,290.17		11/17/23
						UTILITIES THRU 11/01/23			
						ACCOUNT TOTAL	2,290.17	.00	2,290.17
						FUND TOTAL	4,293.77	.00	4,293.77
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
223-2234-432.89-50						MISCELLANEOUS SERVICES / HOUSING REHAB.			
819		05/24 AP		11/16/23	0004844	TOJO CONSTRUCTION	9,862.36		11/17/23
						CDBG REHAB FINAL PAYMENT 808 BLUFF STREET			
						ACCOUNT TOTAL	9,862.36	.00	9,862.36
						FUND TOTAL	9,862.36	.00	9,862.36

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
865		05/24 AP		11/24/23	0399396	OLSEN, DANIEL P	125.00			11/27/23
						HOLIDAY HOOPLA KICKOFF				
						CAMERA OPERATOR				
865		05/24 AP		11/24/23	0399399	STOW, CHRISTIAN	125.00			11/27/23
						HOLIDAY HOOPLA KICKOFF				
						CAMERA OPERATOR				
847		05/24 AP		11/18/23	0399384	DEWITT, JASON	200.00			11/21/23
						UNI FOOTBALL-N.DAKOTA ST.				
						CAMERA OPERATOR				
PROJECT#:						756				
847		05/24 AP		11/18/23	0399390	STOW, CHRISTIAN	200.00			11/21/23
						UNI FOOTBALL-N.DAKOTA ST.				
						CAMERA OPERATOR				
PROJECT#:						756				
847		05/24 AP		11/18/23	0399386	KRESS, AGNES M	200.00			11/21/23
						UNI FOOTBALL-N.DAKOTA ST.				
						CAMERA OPERATOR				
PROJECT#:						756				
847		05/24 AP		11/18/23	0399385	HUNT, PHILLIP	200.00			11/21/23
						UNI FOOTBALL-N.DAKOTA ST.				
						CAMERA OPERATOR				
PROJECT#:						756				
847		05/24 AP		11/18/23	0399392	WALTERS, CLAYTON	200.00			11/21/23
						UNI FOOTBALL-N.DAKOTA ST.				
						CAMERA OPERATOR				
PROJECT#:						756				
847		05/24 AP		11/18/23	0399393	WATERS, ROBERT EDWARD	200.00			11/21/23
						UNI FOOTBALL-N.DAKOTA ST.				
						PHONE PRODUCER				
PROJECT#:						756				
847		05/24 AP		11/18/23	0399388	REITER, ANTON WILLIAM	80.00			11/21/23
						UNI FOOTBALL-N.DAKOTA ST.				
						FIELD PRODUCER				
PROJECT#:						756				
808		05/24 AP		11/12/23	0399370	DEWITT, JASON	170.00			11/15/23
						UNI WOMEN'S BB-IOWA				
						CAMERA OPERATOR				
PROJECT#:						756				
808		05/24 AP		11/12/23	0399376	SURMA, JOSEPH EDWARD	170.00			11/15/23
						UNI WOMEN'S BB-IOWA				
						CAMERA OPERATOR				
PROJECT#:						756				
808		05/24 AP		11/12/23	0399374	STOW, CHRISTIAN	170.00			11/15/23
						UNI WOMEN'S BB-IOWA				
						CAMERA OPERATOR				
PROJECT#:						756				
808		05/24 AP		11/12/23	0399378	WALTERS, CLAYTON	170.00			11/15/23
						UNI WOMEN'S BB-IOWA				
						CAMERA OPERATOR				
PROJECT#:						756				
808		05/24 AP		11/12/23	0399372	HUNT, PHILLIP	170.00			11/15/23
						UNI WOMEN'S BB-IOWA				
						CAMERA OPERATOR				
PROJECT#:						756				
ACCOUNT TOTAL							2,380.00	.00	2,380.00	
FUND TOTAL							2,380.00	.00	2,380.00	



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GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 258 PARKING FUND									
258-5531-435.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	15.75		11/17/23
						UTILITIES THRU 11/01/23			
						ACCOUNT TOTAL	15.75	.00	15.75
						FUND TOTAL	15.75	.00	15.75
FUND 261 TOURISM & VISITORS									
261-2291-423.85-01						UTILITIES / UTILITIES			
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	655.47		11/17/23
						UTILITIES THRU 11/01/23			
						ACCOUNT TOTAL	655.47	.00	655.47
261-2291-423.88-47						OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS			
847		05/24 AP		11/03/23	0399383	COLLEGE HILL PARTNERSHIP	1,650.00		11/21/23
						1ST 1/2 PAYMENT FOR FY24			
						ACCOUNT TOTAL	1,650.00	.00	1,650.00
						FUND TOTAL	2,305.47	.00	2,305.47
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01						UTILITIES / UTILITIES			
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	120.05		11/17/23
						UTILITIES THRU 11/01/23			
						ACCOUNT TOTAL	120.05	.00	120.05
						FUND TOTAL	120.05	.00	120.05
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									

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GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	----	
FUND 297	REC	FACILITIES								
FUND 298	HEARST	CAPITAL								
FUND 311	DEBT	SERVICE FUND								
FUND 402	WASHINGTON	PARK FUND								
FUND 404	FEMA									
FUND 405	FLOOD	RESERVE FUND								
FUND 407	VISION	IOWA PROJECT								
FUND 408	STREET	IMPROVEMENT FUND								
FUND 410	CORONAVIRUS	LOCAL RELIEF								
FUND 430	2004	TIF BOND								
FUND 431	2014	BOND								
FUND 432	2003	BOND								
FUND 433	2001	TIF								
FUND 434	2000	BOND								
FUND 435	1999	TIF								
FUND 436	2012	BOND								
FUND 437	2018	BOND								
FUND 438	2020	BOND FUND								
FUND 439	2022	BOND FUND								
FUND 443	CAPITAL	PROJECTS								
443-1220-431.94-33	CAPITAL PROJECTS /	PROPERTY ACQUISITION								
819	05/24 AP	11/01/23 0399379				111.87			11/17/23	
		UTILITIES THRU 11/01/23								
		ACCOUNT TOTAL				111.87	.00	111.87		
		FUND TOTAL				111.87	.00	111.87		
FUND 472	PARKADE	RENOVATION								
FUND 473	SIDEWALK	ASSESSMENT								
FUND 483	ECONOMIC	DEVELOPMENT								
FUND 484	ECONOMIC	DEVELOPMENT LAND								
FUND 541	2018	STORM WATER BONDS								
FUND 544	2008	SEWER BONDS								
FUND 545	2018	SEWER BONDS								
FUND 546	SEWER	IMPROVEMENT FUND								
FUND 547	SEWER	RESERVE FUND								
FUND 548	1997	SEWER BOND FUND								
FUND 549	1992	SEWER BOND FUND								
FUND 550	2000	SEWER BOND FUND								
FUND 551	REFUSE	FUND								
551-6685-436.83-05	TRANSPORTATION&EDUCATION /	TRAVEL (FOOD/MILEAGE/LOD)								
865	05/24 AP	11/15/23 0399397				144.10			11/27/23	
		RMB:MILAGE-CDL TRAINING								
		ACCOUNT TOTAL				144.10	.00	144.10		
551-6685-436.85-01	UTILITIES /	UTILITIES								



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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-6630-432.85-01 UTILITIES / UTILITIES										
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	47.17			11/17/23
						UTILITIES THRU 11/01/23				
						ACCOUNT TOTAL	47.17	.00	47.17	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
819		05/24 AP		11/01/23	0399379	CEDAR FALLS UTILITIES	6,603.33			11/17/23
						UTILITIES THRU 11/01/23				
						ACCOUNT TOTAL	6,603.33	.00	6,603.33	
						FUND TOTAL	6,650.50	.00	6,650.50	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES										
847		05/24 AP		11/10/23	0399382	CEDAR FALLS UTILITIES	10.00			11/21/23
						LIBRARY DOMAIN NAME				STATIC IP ADDRESS
						ACCOUNT TOTAL	10.00	.00	10.00	
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS										
847		05/24 AP		11/10/23	0399382	CEDAR FALLS UTILITIES	3,320.00			11/21/23
						FIBERPOINT:10/11-11/10/23				
						ACCOUNT TOTAL	3,320.00	.00	3,320.00	
						FUND TOTAL	3,330.00	.00	3,330.00	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
847		05/24 AP		11/17/23	0399381	A-MRAZEK MOVING SYSTEMS, INC.	3,038.03			11/21/23
						RMB:DAMAGE TO TRAILER				DOL:11/23/2022
819		05/24 AP		11/16/23	0399380	ROSE MILLER	1,076.22			11/17/23
						RMB:DAMAGE TO VEHICLE				DOL:09/27/23
						ACCOUNT TOTAL	4,114.25	.00	4,114.25	

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GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 689						LIABILITY INSURANCE FUND			
						FUND TOTAL	4,114.25	0.00	4,114.25
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	90,850.88	330.00	90,520.88

# Council Invoices for 12/04/23 Council Meeting

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
857		06/24 AP	11/20/23	0000000			OFFICE EXPRESS OFFICE PRODUCT	6.30			11/28/23
811		06/24 AP	11/15/23	0000000			LEGAL PADS, STICKIE NOTES OFFICE PRODUCT	.07			11/28/23
857		06/24 AP	11/13/23	0000000			CLEAR PUSH PINS OFFICE PRODUCT	4.64			11/28/23
857		06/24 AP	11/13/23	0000000			TABLOID PAPER OFFICE PRODUCT	30.38			11/28/23
							COPY PAPER				
							ACCOUNT TOTAL	41.39	.00		41.39
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
857		06/24 AP	11/20/23	0000000			OFFICE EXPRESS OFFICE PRODUCT	1.87			11/28/23
857		06/24 AP	11/13/23	0000000			LEGAL PADS, STICKIE NOTES OFFICE PRODUCT	1.37			11/28/23
857		06/24 AP	11/13/23	0000000			TABLOID PAPER OFFICE PRODUCT	7.60			11/28/23
							COPY PAPER				
							ACCOUNT TOTAL	10.84	.00		10.84
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
857		06/24 AP	11/20/23	0000000			OFFICE EXPRESS OFFICE PRODUCT	6.31			11/28/23
857		06/24 AP	11/13/23	0000000			LEGAL PADS, STICKIE NOTES OFFICE PRODUCT	4.64			11/28/23
857		06/24 AP	11/13/23	0000000			TABLOID PAPER OFFICE PRODUCT	37.99			11/28/23
							COPY PAPER				
							ACCOUNT TOTAL	48.94	.00		48.94
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
857		06/24 AP	11/20/23	0000000			OFFICE EXPRESS OFFICE PRODUCT	2.34			11/28/23
857		06/24 AP	11/13/23	0000000			LEGAL PADS, STICKIE NOTES OFFICE PRODUCT	1.72			11/28/23
857		06/24 AP	11/13/23	0000000			TABLOID PAPER OFFICE PRODUCT	22.79			11/28/23
							COPY PAPER				
							ACCOUNT TOTAL	26.85	.00		26.85
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
857		06/24 AP	11/13/23	0000000			OFFICE EXPRESS OFFICE PRODUCT	3.04			11/28/23
							COPY PAPER				
							ACCOUNT TOTAL	3.04	.00		3.04

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FUND 101 GENERAL FUND										
101-1038-441.81-50						PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS				
857		06/24 AP		11/10/23	0000000	MERCYONE OCCUPATIONAL HEALTH	1,728.00			11/28/23
						PRE-EMPLOY.PHYS-OCT'23				
814		06/24 AP		10/16/23	0000000	MERCYONE OCCUPATIONAL HEALTH	1,084.00			11/28/23
						PRE-EMPLOY.PHYS-SEP'23				
814		06/24 AP		09/08/23	0000000	MERCYONE OCCUPATIONAL HEALTH	2,508.00			11/28/23
						PRE-EMPLOY.PHYS-AUG'23				
						ACCOUNT TOTAL	5,320.00	.00	5,320.00	
101-1038-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS										
814		06/24 AP		11/13/23	0000000	ASCHEMAN PH.D., PHILIP L.	190.00			11/28/23
						FIT FOR DUTY-PSYCH EVAL.				
814		06/24 AP		10/16/23	0000000	MERCYONE OCCUPATIONAL HEALTH	304.00			11/28/23
						POST-EMPLOY.PHYS-SEP'23				
814		06/24 AP		09/08/23	0000000	MERCYONE OCCUPATIONAL HEALTH	6,207.00			11/28/23
						POST-EMPLOY.PHYS-AUG'23				
						ACCOUNT TOTAL	6,701.00	.00	6,701.00	
101-1038-441.81-52 PROFESSIONAL SERVICES / DRUG TESTING										
814		06/24 AP		10/16/23	0000000	MERCYONE OCCUPATIONAL HEALTH	626.00			11/28/23
						EE DRUG TESTING-SEP'23				
						ACCOUNT TOTAL	626.00	.00	626.00	
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
857		06/24 AP		11/21/23	0000000	WELLWORKS FOR YOU	872.55			11/28/23
						WELLNESS PROGRAM FEE				
814		06/24 AP		11/15/23	0000000	WELLWORKS FOR YOU	900.00			11/28/23
						WELLNESS CHALLENGE PRIZES				
857		06/24 AP		11/10/23	0000000	MERCYONE OCCUPATIONAL HEALTH	64.00			11/28/23
						FLU SHOTS-OCT'23				
857		06/24 AP		11/10/23	0000000	MERCYONE OCCUPATIONAL HEALTH	4,256.00			11/28/23
						FLU SHOT CLINICS 2023				
814		06/24 AP		10/16/23	0000000	MERCYONE OCCUPATIONAL HEALTH	64.00			11/28/23
						10/11/23 & 10/17/23				
						FLU SHOTS-SEP'23				
						ACCOUNT TOTAL	6,156.55	.00	6,156.55	
101-1038-441.83-01 TRANSPORTATION&EDUCATION / TRAINING & TRAVEL										
814		06/24 AP		10/02/23	0000000	HAWKEYE COMMUNITY COLLEGE-CF	1,800.00			11/28/23
						DEALING W/ DIFFICULT PPL				
						4 SESSIONS				
						ACCOUNT TOTAL	1,800.00	.00	1,800.00	

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									POST DT	
FUND 101 GENERAL FUND										
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				11/28/23
857		06/24	AP	11/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.17			11/28/23
857		06/24	AP	11/13/23	0000000	LEGAL PADS, STICKIE NOTES	.86			11/28/23
857		06/24	AP	11/13/23	0000000	TABLOID PAPER	4.56			11/28/23
						COPY PAPER				
ACCOUNT TOTAL							6.59	.00	6.59	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
814		06/24	AP	12/01/23	0000000	AHLERS AND COONEY, P.C.	3,900.00			11/28/23
814		06/24	AP	12/01/23	0000000	LEGAL SERVICES-DEC'23	2,600.00			11/28/23
814		06/24	AP	11/01/23	0000000	SWISHER & COHRT, P.L.C.	38.00			11/28/23
814		06/24	AP	11/01/23	0000000	LEGAL SERVICES-DEC'23	7,220.00			11/28/23
814		06/24	AP	11/01/23	0000000	REDFERN,MASON,LARSEN & MOORE, 10/26/23				11/28/23
						REDFERN,MASON,LARSEN & MOORE, 10/01/23-10/30/23				
PROJECT#: 023006										
ACCOUNT TOTAL							13,758.00	.00	13,758.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
814		06/24	AP	12/01/23	0000000	SWISHER & COHRT, P.L.C.	1,000.00			11/28/23
						LEGAL SERVICES-DEC'23				
ACCOUNT TOTAL							1,000.00	.00	1,000.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
857		06/24	AP	11/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.17			11/28/23
857		06/24	AP	11/13/23	0000000	LEGAL PADS, STICKIE NOTES	.86			11/28/23
857		06/24	AP	11/13/23	0000000	TABLOID PAPER	1.52			11/28/23
						COPY PAPER				
ACCOUNT TOTAL							3.55	.00	3.55	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
857		06/24	AP	11/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.17			11/28/23
857		06/24	AP	11/13/23	0000000	LEGAL PADS, STICKIE NOTES	.86			11/28/23
857		06/24	AP	11/13/23	0000000	TABLOID PAPER	1.52			11/28/23
						COPY PAPER				



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NBR	NER	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							continued			
ACCOUNT TOTAL							3.55	.00	3.55	
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS										
859		06/24	AP	11/20/23	0000000	SIGNS & DESIGNS, INC.	255.00		11/28/23	
MEMORIAL BENCH PLAQUE										
803		06/24	AP	11/06/23	0000000	GIBSON SPECIALTY CO.	485.99		11/28/23	
BENCH PLAQUES 4X6										
803		06/24	AP	11/06/23	0000000	SIGNS & DESIGNS, INC.	255.00		11/28/23	
BENCH PLAQUE 4X6										
803		06/24	AP	11/06/23	0000000	SIGNS & DESIGNS, INC.	255.00		11/28/23	
BENCH PLAQUE 4X6										
ACCOUNT TOTAL							1,250.99	.00	1,250.99	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
814		06/24	AP	12/19/23	0000000	CIVICPLUS	6,208.00		11/28/23	
CODE SUPPL. ANNL. SUBSCR. 12/19/23-12/18/24										
ACCOUNT TOTAL							6,208.00	.00	6,208.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
811		06/24	AP	11/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.07		11/28/23	
CLEAR PUSH PINS										
ACCOUNT TOTAL							.07	.00	.07	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
811		06/24	AP	11/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.55		11/28/23	
CLEAR PUSH PINS										
ACCOUNT TOTAL							.55	.00	.55	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
811		06/24	AP	11/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.81		11/28/23	
PIC HANG STRIPS,PUSH PINS										
ACCOUNT TOTAL							10.81	.00	10.81	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT										
846		06/24	AP	11/09/23	0000000	BSN SPORTS, INC.	221.36		11/28/23	
BASE PLUGS										
ACCOUNT TOTAL							221.36	.00	221.36	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-2253-423.72-43						OPERATING SUPPLIES / REC CONCESSIONS		11/28/23
838		06/24	AP	11/16/23	0000000	ATLANTIC COCA-COLA	275.78	
						REC CONCESSIONS RESTOCK		
						ACCOUNT TOTAL	275.78	.00 275.78
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP		11/28/23
838		06/24	AP	11/10/23	0000000	ARAMARK	26.25	
						REC CTR MATS		
838		06/24	AP	11/09/23	0000000	CITY LAUNDERING CO.	53.72	11/28/23
						1ST AID SUPPLIES RESTOCK		
838		06/24	AP	10/31/23	0000000	CULLIGAN WATER CONDITIONING	38.20	11/28/23
						OCTOBER SERVICE-REC CTR		
						ACCOUNT TOTAL	118.17	.00 118.17
101-2253-423.86-31						REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.		11/28/23
846		06/24	AP	11/08/23	0000000	ROYALTURF INC	546.00	
						WINTERIZE INTERIOR		
838		06/24	AP	11/04/23	0000000	CARRICO AQUATIC RESOURCES INC	2,553.34	11/28/23
						ANODES / GASKETS FILTERS		
838		06/24	AP	11/02/23	0000000	CARRICO AQUATIC RESOURCES INC	708.02	11/28/23
						REPLACE MOTOR & SEAL ZD		
838		06/24	AP	11/02/23	0000000	CARRICO AQUATIC RESOURCES INC	5,104.73	11/28/23
						UPGRADE UV-LAP POOL		
838		06/24	AP	10/04/23	0000000	POLK'S LOCK SERVICE, INC.	473.40	11/28/23
						DEADBOLTS FAMILY CHANGING		
820		06/24	AP	09/30/23	0000000	NAPA AUTO PARTS	560.42	11/28/23
						NAPA PARTS		
						ACCOUNT TOTAL	9,945.91	.00 9,945.91
101-2280-423.72-71						OPERATING SUPPLIES / GALLERY SUPPLIES		11/28/23
805		06/24	AP	11/14/23	0000000	VAN DOREN'S, LLC	299.50	
						MAT, PLEXI FOR PERM COLL		
805		06/24	AP	11/07/23	0000000	ASSEMBLY OF FRAMES	113.85	11/28/23
						PRINTS FOR RECENT ACQU		
						ACCOUNT TOTAL	413.35	.00 413.35
101-2280-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES		11/28/23
805		06/24	AP	11/13/23	0000000	BEL CANTO CEDAR VALLEY	400.00	
						PERFORMANCE ON 12/17/23		
805		06/24	AP	11/10/23	0000000	ARAMARK	13.74	11/28/23
						MAT SERVICE		
						ACCOUNT TOTAL	413.74	.00 413.74

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-4511-414.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
857		06/24	AP	11/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.16			11/28/23
842		06/24	AP	11/10/23	0000000	CITY LAUNDERING CO.	57.36			11/28/23
843		06/24	AP	11/09/23	0000000	STOREY KENWORTHY	132.50			11/28/23
						RESTOCK FIRST AID KITS				
						TRI-FOLD FIRE SCHEDULES				
						250 WALLET CARDS				
						ACCOUNT TOTAL	202.02	.00	202.02	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
843		06/24	AP	11/10/23	0000000	ARAMARK	7.25			11/28/23
843		06/24	AP	11/10/23	0000000	ARAMARK	24.60			11/28/23
						TOWELS - STATION #2				
						MATS/TOWELS -PSS BUILDING				
						ACCOUNT TOTAL	31.85	.00	31.85	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										
843		06/24	AP	11/07/23	0000000	CLIA LABORATORY PROGRAM	180.00			11/28/23
						CERT. FEE;5/3/24-5/2/2026				
						MED CALL BLOOD SUGAR TEST				
						ACCOUNT TOTAL	180.00	.00	180.00	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
843		06/24	AP	11/17/23	0000000	FAREWAY STORES INC. #190	19.99			11/28/23
820		06/24	AP	09/30/23	0000000	NAPA AUTO PARTS	20.78			11/28/23
						PROPANE REFILL				
						NAPA PARTS				
						ACCOUNT TOTAL	40.77	.00	40.77	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
843		06/24	AP	11/13/23	0000000	GALLS, LLC	128.54			11/28/23
						UNIFORM SAMPLES				
						1/4 ZIP WORK SHIRTS				
						ACCOUNT TOTAL	128.54	.00	128.54	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
842		06/24	AP	11/16/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	198.85			11/28/23
857		06/24	AP	11/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.60			11/28/23
						PAPER;PHONE STAND;NOTEBOOKS				
						COPY PAPER				
						ACCOUNT TOTAL	206.45	.00	206.45	

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FUND 101 GENERAL FUND											
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES					11/28/23
842		06/24	AP	11/17/23	0000000	MARTIN BROS.DISTRIBUTING	49.14				
						KITCHEN SUPPLIES;CUPS					11/28/23
843		06/24	AP	11/10/23	0000000	ARAMARK	18.61				
						MATS/TOWELS-PSS BUILDING					11/28/23
842		06/24	AP	11/10/23	0000000	CITY LAUNDERING CO.	78.87				
						RESTOCK FIRST AID KITS					
						ACCOUNT TOTAL	146.62	.00			146.62
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT					11/28/23
842		06/24	AP	11/10/23	0000000	WERTJES UNIFORMS	43.92				
						ASP CUFF CASE;G.CARMAN					
						ACCOUNT TOTAL	43.92	.00			43.92
101-5521-415.83-08						TRANSPORTATION&EDUCATION / ACADEMY					11/28/23
842		06/24	AP	11/13/23	0000000	CITY OF CEDAR RAPIDS	2,000.00				
						BASIC POLICE ACDMY;TAYLOR					
						ACCOUNT TOTAL	2,000.00	.00			2,000.00
101-5521-425.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY					11/28/23
842		06/24	AP	11/13/23	0000000	CEDAR BEND HUMANE SOCIETY	5,475.70				
						OCT'23 ANIMAL SURRENDER					11/28/23
842		06/24	AP	11/01/23	0000000	WATERLOO, CITY OF	6,810.30				
						ANIMAL CALLS;10/1-10/31					
						ACCOUNT TOTAL	12,286.00	.00			12,286.00
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES					11/28/23
820		06/24	AP	10/30/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.71				
						PAPER					11/28/23
803		06/24	AP	10/18/23	0000000	STOREY KENWORTHY	29.25				
						OFFICE ENVELOPES					
						ACCOUNT TOTAL	31.96	.00			31.96
101-6613-433.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS					11/28/23
803		06/24	AP	10/04/23	0000000	RITLAND & KUIPER LANDSCAPE AR	5,850.00				
						COLUMBARIUM GARDENS					
						DRAWINGS CEMETERY					
						ACCOUNT TOTAL	5,850.00	.00			5,850.00

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FUND 101 GENERAL FUND										
101-6616-446		72-01				OPERATING SUPPLIES / OPERATING SUPPLIES				
859		06/24 AP		11/15/23	0000000	KIRK GROSS COMPANY	91.29		11/28/23	
						PENCIL DRAWERS				
PROJECT#:		062501								
859		06/24 AP		11/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	57.88		11/28/23	
						TOWELS				
PROJECT#:		062501								
841		06/24 AP		11/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	153.72		11/28/23	
						LINERS, TOWELS, SOAP AND TISSUE				
PROJECT#:		062503								
841		06/24 AP		11/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	117.56		11/28/23	
						LINERS, TOWELS, SOAP AND TISSUE				
PROJECT#:		062506								
841		06/24 AP		11/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1,143.79		11/28/23	
						LINERS, TOWELS, SOAP AND TISSUE				
PROJECT#:		062507								
859		06/24 AP		11/13/23	0000000	ECHO GROUP, INC.	171.90		11/28/23	
						WIRE NUTS				
PROJECT#:		062506								
841		06/24 AP		11/08/23	0000000	O'DONNELL ACE HARDWARE	8.68		11/28/23	
						ICE MELT SCOOPS				
PROJECT#:		062503								
841		06/24 AP		11/07/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	590.88		11/28/23	
						NAPKIN DISPENSER TISSUE DISPENSER				
PROJECT#:		062506								
859		06/24 AP		11/07/23	0000000	MENARDS-CEDAR FALLS	44.99		11/28/23	
						SPACE HEATER				
PROJECT#:		062501								
841		06/24 AP		11/02/23	0000000	ECHO GROUP, INC.	31.65		11/28/23	
						WIRE				
PROJECT#:		062506								
841		06/24 AP		10/31/23	0000000	MENARDS-CEDAR FALLS	11.99		11/28/23	
						DOOR BELL				
PROJECT#:		062503								
820		06/24 AP		10/30/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.16		11/28/23	
						PAPER				
PROJECT#:		062503								
841		06/24 AP		10/25/23	0000000	O'DONNELL ACE HARDWARE	30.92		11/28/23	
						DUSTERS				
PROJECT#:		062503								
803		06/24 AP		10/18/23	0000000	STOREY KENWORTHY	23.40		11/28/23	
						OFFICE ENVELOPES				
PROJECT#:		062503								
841		06/24 AP		10/09/23	0000000	O'DONNELL ACE HARDWARE	54.76		11/28/23	
						SNAP, BOLTS, FLAG REPAIR				
PROJECT#:		062507								
820		06/24 AP		09/30/23	0000000	NAPA AUTO PARTS	93.12		11/28/23	
						NAPA PARTS				
ACCOUNT TOTAL							2,628.69	0.00	2,628.69	

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GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-6616-446.73-06					OTHER SUPPLIES / BUILDING REPAIR			
859		06/24	AP	11/13/23	0000000 CHRISTIE DOOR COMPANY	283.75		11/28/23
					OVERHEAD DOOR REPAIR			
PROJECT#:					062506			
859		06/24	AP	11/06/23	0000000 MENARDS-CEDAR FALLS	67.48		11/28/23
					CAULK			
PROJECT#:					062506			
803		06/24	AP	11/03/23	0000000 HAWKEYE ALARM & SIGNAL CO.	95.00		11/28/23
					ALARM REPAIR			
PROJECT#:					062507			
841		06/24	AP	11/03/23	0000000 ECHO GROUP, INC.	8.74		11/28/23
					ELECTRIC BULB BASE			
PROJECT#:					062503			
841		06/24	AP	11/03/23	0000000 ECHO GROUP, INC.	6.21		11/28/23
					ELECTRIC BOXES			
PROJECT#:					062503			
841		06/24	AP	11/03/23	0000000 MENARDS-CEDAR FALLS	5.01		11/28/23
					ELECTRIC BOXES OUTLET			
PROJECT#:					062503			
841		06/24	AP	11/02/23	0000000 PLUMB TECH INC.	105.68		11/28/23
					DRIP DIVERTER-WATER VALVE			
PROJECT#:					062507			
803		06/24	AP	10/30/23	0000000 POLK'S LOCK SERVICE, INC.	845.89		11/28/23
					LOCK, DOOR CLOSER			
PROJECT#:					062507			
841		06/24	AP	10/26/23	0000000 O'DONNELL ACE HARDWARE	43.65		11/28/23
					DRILL BITS			
PROJECT#:					062501			
820		06/24	AP	10/07/23	0000000 O'DONNELL ACE HARDWARE	75.98		11/28/23
					PIPE WRENCH AND PLIERS			
PROJECT#:					062508			
					ACCOUNT TOTAL	1,537.39	.00	1,537.39
101-6616-446.81-08					PROFESSIONAL SERVICES / PEST CONTROL			
841		06/24	AP	11/06/23	0000000 PLUNKETT'S PEST CONTROL, INC	42.00		11/28/23
					PEST CONTROL			
PROJECT#:					062506			
					ACCOUNT TOTAL	42.00	.00	42.00
101-6616-446.86-02					REPAIR & MAINTENANCE / BUILDINGS & GROUNDS			
841		06/24	AP	11/15/23	0000000 MILLER WINDOW SERVICE	111.00		11/28/23
					WINDOW CLEANING			
PROJECT#:					062506			
841		06/24	AP	11/15/23	0000000 MILLER WINDOW SERVICE	290.00		11/28/23
					WINDOW CLEANING			
PROJECT#:					062506			
					PUBLIC WORKS			

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
841		06/24	AP	11/15/23	0000000	MILLER WINDOW SERVICE HEARST	109.00		11/28/23
PROJECT#: 062505									
841		06/24	AP	11/15/23	0000000	MILLER WINDOW SERVICE WINDOW CLEANING CITY HALL	845.00		11/28/23
PROJECT#: 062501									
841		06/24	AP	11/15/23	0000000	MILLER WINDOW SERVICE WINDOW CLEANING LIBRARY/COMMUNITY CENTER	555.00		11/28/23
PROJECT#: 062503									
841		06/24	AP	11/15/23	0000000	MILLER WINDOW SERVICE WINDOW CLEANING REC CENTER	250.00		11/28/23
PROJECT#: 062507									
841		06/24	AP	11/15/23	0000000	MILLER WINDOW SERVICE WINDOW CLEANING PUBLIC SAFETY	325.00		11/28/23
PROJECT#: 062511									
841		06/24	AP	11/10/23	0000000	ARAMARK	31.35		11/28/23
PROJECT#: 062501									
841		06/24	AP	11/10/23	0000000	ARAMARK	134.80		11/28/23
PROJECT#: 062507									
ACCOUNT TOTAL							2,651.15	.00	2,651.15
101-6616-446.93-01 EQUIPMENT / EQUIPMENT									
841		06/24	AP	11/07/23	0000000	CENTRAL IOWA DISTRIBUTING INC FLOOR SCRUBBER PW03291	5,641.00		11/28/23
PROJECT#: 062507									
ACCOUNT TOTAL							5,641.00	.00	5,641.00
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
803		06/24	AP	10/30/23	0000000	FERGUSON ENTERPRISES, INC.	33.73		11/28/23
PROJECT#: 062507									
803		06/24	AP	10/26/23	0000000	FERGUSON ENTERPRISES, INC. DEBURRING TOOL	57.56		11/28/23
PROJECT#: 062507									
803		06/24	AP	10/26/23	0000000	SITEONE LANDSCAPE SUPPLY, LLC PVC TEE, PVC REDUCER	80.08		11/28/23
PROJECT#: 062507									
ACCOUNT TOTAL							171.37	.00	171.37
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
811		06/24	AP	11/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT CLEAR PUSH PINS	.81		11/28/23
ACCOUNT TOTAL							.81	.00	.81

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 101 GENERAL FUND								
101-6625-432.86-25					REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.			
809		06/24	AP	11/13/23	0000000 IOWA COUNTS	1,650.00		11/28/23
809		06/24	AP	11/07/23	0000000 CLAY STREET TRAFFIC COUNT 10/1-10/25/23	275.00		11/28/23
					0000000 BLACK HAWK CO.ABSTRACT			
					0000000 TITLE REPORT-2706 FALCON			
					ACCOUNT TOTAL	1,925.00	.00	1,925.00
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
820		06/24	AP	11/08/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	19.87		11/28/23
820		06/24	AP	10/30/23	0000000 CALENDARS OFFICE EXPRESS OFFICE PRODUCT	8.12		11/28/23
803		06/24	AP	10/18/23	0000000 PAPER STOREY KENWORTHY	87.75		11/28/23
					0000000 OFFICE ENVELOPES			
					ACCOUNT TOTAL	115.74	.00	115.74
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
820		06/24	AP	11/10/23	0000000 CITY LAUNDERING CO.	43.79		11/28/23
841		06/24	AP	11/09/23	0000000 FIRST AID SUPPLIES NORTH AMERICAN SAFETY, INC	156.35		11/28/23
820		06/24	AP	11/08/23	0000000 HI VISION CLOTHING O'DONNELL ACE HARDWARE	14.09		11/28/23
841		06/24	AP	11/08/23	0000000 NUTS/BOLTS, SUPER GLUE FOR PLAQUES NORTH AMERICAN SAFETY, INC	118.00		11/28/23
820		06/24	AP	11/07/23	0000000 HI VISION CLOTHING O'DONNELL ACE HARDWARE	58.97		11/28/23
803		06/24	AP	10/31/23	0000000 HAND PRUNERS/PRUNING SAW ARBORIST SUPPLIES	52.99		11/28/23
820		06/24	AP	10/31/23	0000000 WATER AT 606 UNION CULLIGAN WATER CONDITIONING	16.80		11/28/23
820		06/24	AP	09/30/23	0000000 ANTIFREEZE MENARDS-CEDAR FALLS	530.25		11/28/23
					0000000 NAPA PARTS			
					ACCOUNT TOTAL	991.24	.00	991.24
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
820		06/24	AP	11/06/23	0000000 MAGEE CONSTRUCTION CO.	6,555.00		11/28/23
					0000000 REROOF GAZEBO AND RESTROO M AT STURGIS PARK			
					ACCOUNT TOTAL	6,555.00	.00	6,555.00
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
809		06/24	AP	11/09/23	0000000 RITLAND & KUIPER LANDSCAPE AR	1,575.00		11/28/23



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FUND 101 GENERAL FUND								
101-6633-423.92-01					STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			continued
					3303-SEERLEY PARK IMPROV			06/01-10/31/23
PROJECT#:		063303						
803		06/24 AP		10/31/23	0000000 PETERS CONSTRUCTION CORP.	3,825.20		11/28/23
					PLACE TO PLAY MODIFICATON			
					ACCOUNT TOTAL	5,400.20	.00	5,400.20
					FUND TOTAL	103,172.75	.00	103,172.75
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
820		06/24 AP		11/08/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	34.75		11/28/23
					CALENDARS			
820		06/24 AP		10/30/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.41		11/28/23
					PAPER			
803		06/24 AP		10/18/23	0000000 STOREY KENWORTHY	58.50		11/28/23
					OFFICE ENVELOPES			
					ACCOUNT TOTAL	98.66	.00	98.66
206-6637-436.72-17					OPERATING SUPPLIES / UNIFORMS			
841		06/24 AP		11/09/23	0000000 NORTH AMERICAN SAFETY, INC	111.33		11/28/23
					HI VISION CLOTHING			
841		06/24 AP		11/08/23	0000000 NORTH AMERICAN SAFETY, INC	207.98		11/28/23
					HI VISION CLOTHING			
					ACCOUNT TOTAL	319.31	.00	319.31
206-6637-436.72-54					OPERATING SUPPLIES / BUILDING SUPPLIES			
841		06/24 AP		11/10/23	0000000 MENARDS-CEDAR FALLS	19.98		11/28/23
					HOSE			
841		06/24 AP		11/09/23	0000000 MENARDS-CEDAR FALLS	98.62		11/28/23
					PVC PIPE, PLUG, ADAPTER			
820		06/24 AP		11/02/23	0000000 MENARDS-CEDAR FALLS	99.95		11/28/23
					PLUG AND SCREWS			
					ACCOUNT TOTAL	218.55	.00	218.55
206-6637-436.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES			
820		06/24 AP		11/10/23	0000000 CITY LAUNDERING CO.	29.28		11/28/23
					FIRST AID SUPPLIES			
					ACCOUNT TOTAL	29.28	.00	29.28

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
-----									
								POST DT	
-----									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
820		06/24 AP		11/14/23	0000000	GIERKE-ROBINSON COMPANY, INC.	5,842.83		11/28/23
						REBAR TIE GUN			
803		06/24 AP		11/07/23	0000000	GIERKE-ROBINSON COMPANY, INC.	649.06		11/28/23
						REBAR BENDER			
						ACCOUNT TOTAL	6,491.89	.00	6,491.89
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
859		06/24 AP		11/20/23	0000000	BUILDERS SELECT LLC	42.98		11/28/23
						FORMS			
859		06/24 AP		11/15/23	0000000	BENTON'S READY MIX CONCRETE,	501.00		11/28/23
						CFU ALAMEDA			
PROJECT#:					062436				
820		06/24 AP		11/14/23	0000000	GIERKE-ROBINSON COMPANY, INC.	1,069.28		11/28/23
						REBAR FOR CONCRETE CONST			
859		06/24 AP		11/14/23	0000000	BITUMINOUS MATERIALS & SUPPLY	604.71		11/28/23
						SPRAY PATCHER			
841		06/24 AP		11/11/23	0000000	ASPRO, INC.	512.04		11/28/23
						HOT MIX ASPHALT			
803		06/24 AP		11/03/23	0000000	BENTON'S READY MIX CONCRETE,	607.50		11/28/23
						BOXOUTS TIMBER COVE			
820		06/24 AP		11/03/23	0000000	MENARDS-CEDAR FALLS	23.99		11/28/23
						FORM SCREWS			
803		06/24 AP		11/02/23	0000000	BENTON'S READY MIX CONCRETE,	792.00		11/28/23
						CFU PATCH TECH PARKWAY			
PROJECT#:					062436				
803		06/24 AP		11/01/23	0000000	BENTON'S READY MIX CONCRETE,	192.00		11/28/23
						BOXOUTS MCCLAIN ST			
820		06/24 AP		09/30/23	0000000	NAPA AUTO PARTS	376.81		11/28/23
						NAPA PARTS			
						ACCOUNT TOTAL	4,722.31	.00	4,722.31
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM									
809		06/24 AP		11/20/23	0000000	VIETH CONSTRUCTION CORPORATIO	12,909.11		11/28/23
						RETAINAGE			
PROJECT#:					023298				
						ACCOUNT TOTAL	12,909.11	.00	12,909.11
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
809		06/24 AP		11/16/23	0000000	PETERSON CONTRACTORS	136,715.55		11/28/23
PROJECT#:					023240				
						ACCOUNT TOTAL	136,715.55	.00	136,715.55

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FUND 206 STREET CONSTRUCTION FUND											
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
820		06/24	AP		10/30/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.71		11/28/23	
							PAPER				
803		06/24	AP		10/18/23	0000000	STOREY KENWORTHY OFFICE ENVELOPES	29.25		11/28/23	
ACCOUNT TOTAL								31.96	.00	31.96	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
803		06/24	AP		11/02/23	0000000	ECHO GROUP, INC.	91.01		11/28/23	
							PHOTO EYES				
803		06/24	AP		11/01/23	0000000	ECHO GROUP, INC. SECURITY LIGHT, PHOTO EYE	455.94		11/28/23	
ACCOUNT TOTAL								546.95	.00	546.95	
206-6647-436.72-17 OPERATING SUPPLIES / UNIFORMS											
841		06/24	AP		11/09/23	0000000	NORTH AMERICAN SAFETY, INC	151.35		11/28/23	
							HI VISION CLOTHING				
841		06/24	AP		11/08/23	0000000	NORTH AMERICAN SAFETY, INC	138.99		11/28/23	
							HI VISION CLOTHING				
ACCOUNT TOTAL								290.34	.00	290.34	
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
820		06/24	AP		11/10/23	0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	24.44		11/28/23	
ACCOUNT TOTAL								24.44	.00	24.44	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS											
803		06/24	AP		11/06/23	0000000	TRAFFIC CONTROL CORPORATION APS BUTTONS FOR ADA COMPLIANCE	8,500.00		11/28/23	
ACCOUNT TOTAL								8,500.00	.00	8,500.00	
FUND TOTAL								170,898.35	.00	170,898.35	

FUND 215 HOSPITAL FUND

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT ----
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
811		06/24	AP	11/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.11	11/28/23
						CLEAR PUSH PINS		
857		06/24	AP	11/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56	11/28/23
						COPY PAPER		
ACCOUNT TOTAL						4.67	.00	4.67
217-2214-432.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES								
811		06/24	AP	11/16/23	0000000	IOWA NAHRO	100.00	11/28/23
						2024 AGENCY MEMBERSHIP		
ACCOUNT TOTAL						100.00	.00	100.00
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
811		06/24	AP	10/31/23	0000000	MRI SOFTWARE LLC	48.00	11/28/23
						RESIDENT CHECKS		
						OCTOBER QTY 4		
ACCOUNT TOTAL						48.00	.00	48.00
FUND TOTAL						152.67	.00	152.67
FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
811		06/24	AP	11/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.02	11/28/23
						CLEAR PUSH PINS		
857		06/24	AP	11/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04	11/28/23
						COPY PAPER		
ACCOUNT TOTAL						3.06	.00	3.06
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
811		06/24	AP	10/31/23	0000000	IOWA NORTHLAND REGIONAL CO. O	562.67	11/28/23
						FFY22 RENTAL REHAB		
						OCTOBER EXPENSES		
811		06/24	AP	10/31/23	0000000	IOWA NORTHLAND REGIONAL CO. O	1,187.72	11/28/23
						FFY23 AGENCY AWARDS		
						OCTOBER EXPENSES		
PROJECT#:					022250			
811		06/24	AP	10/31/23	0000000	IOWA NORTHLAND REGIONAL CO. O	2,111.18	11/28/23
						FFY23 PLAN & REPORTS		
						OCTOBER EXPENSES		
ACCOUNT TOTAL						3,861.57	.00	3,861.57
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT								



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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44					STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION			11/28/23	
809		06/24 AP		11/19/23	0000000 PETERSON CONTRACTORS	63,585.40			
					3299-2023 STREET RECON				
PROJECT#:					023299				
ACCOUNT TOTAL						63,585.40	.00	63,585.40	
242-1240-431.92-51 STRUCTURE IMPROV & BLDGS / SEAL COAT PROGRAM									
809		06/24 AP		11/16/23	0000000 BLACKTOP SERVICE COMPANY	9,947.39		11/28/23	
					3311-2023 SEAL COAT				
PROJECT#:					023311				
ACCOUNT TOTAL						9,947.39	.00	9,947.39	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
809		06/24 AP		11/20/23	0000000 TERRACON CONSULTANTS, INC.	359.62		11/28/23	
					3283-MAIN ST RECONSTRUCT				
PROJECT#:					023283				
809		06/24 AP		11/19/23	0000000 PETERSON CONTRACTORS	594,307.13		11/28/23	
					3283-MAIN ST RECONSTRUCT				
PROJECT#:					023283				
ACCOUNT TOTAL						594,666.75	.00	594,666.75	
FUND TOTAL						794,794.80	.00	794,794.80	
FUND 254 CABLE TV FUND									
254-1088-431.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
857		06/24 AP		11/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.87		11/28/23	
					LEGAL PADS, STICKIE NOTES				
857		06/24 AP		11/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.37		11/28/23	
					TABLOID PAPER				
857		06/24 AP		11/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.08		11/28/23	
					COPY PAPER				
ACCOUNT TOTAL						9.32	.00	9.32	
FUND TOTAL						9.32	.00	9.32	

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FUND 258 PARKING FUND											
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
857		06/24	AP	11/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.17		11/28/23		
		LEGAL PADS, STICKIE NOTES									
811		06/24	AP	11/15/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.22		11/28/23		
		CLEAR PUSH PINS									
857		06/24	AP	11/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.86		11/28/23		
		TABLOID PAPER									
857		06/24	AP	11/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		11/28/23		
		COPY PAPER									
		ACCOUNT TOTAL						6.81	.00	6.81	
		FUND TOTAL						6.81	.00	6.81	
FUND 261 TOURISM & VISITORS											
261-2291-423.73-55 OTHER SUPPLIES / MEDIA											
839		06/24	AP	11/15/23	0000000	MOXIE	9,822.50		11/28/23		
		QTR 1 ADVERTISING SERVICE									
		ACCOUNT TOTAL						9,822.50	.00	9,822.50	
261-2291-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS											
839		06/24	AP	11/06/23	0000000	RUTABAGA PADDLESPORTS, LLC	775.00		11/28/23		
		CANOECOPIA EXHIBIT BOOTH 3/7/2024-03/10/2024									
		ACCOUNT TOTAL						775.00	.00	775.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE											
839		06/24	AP	11/10/23	0000000	ARAMARK	7.80		11/28/23		
		MAT SERVICE									
		ACCOUNT TOTAL						7.80	.00	7.80	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS											
839		06/24	AP	11/11/23	0000000	STRATEGIC IMAGING	111.20		11/28/23		
		WELCOME WRESTLERS BANNER									
839		06/24	AP	11/11/23	0000000	STRATEGIC IMAGING	97.37		11/28/23		
		IHSAA WELCOME FABRIC BANNER HOTEL BROCH RACK									
839		06/24	AP	10/31/23	0000000	DOLLY'S PARTY BUS	900.00		11/28/23		
		IASFAA AND EIVA TRANS/SPN									
		ACCOUNT TOTAL						1,108.57	.00	1,108.57	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS											





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NBR	NBR	PER.	CD	DATE					BALANCE
									POST DT
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE			
809		06/24	AP	11/17/23	0000000	PETERSON CONTRACTORS	214,433.38		11/28/23
						3290-CEDAR RIVER REC			
PROJECT#:		023290							
811		06/24	AP	10/31/23	0000000	IOWA NORTHLAND REGIONAL CO. O	1,120.47		11/28/23
						3290-CEDAR RIVER REC			
						OCTOBER EXPENSES			
PROJECT#:		023290							
						ACCOUNT TOTAL	215,553.85	.00	215,553.85
						FUND TOTAL	215,553.85	.00	215,553.85
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.98-48						CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT			
809		06/24	AP	11/16/23	0000000	KW ELECTRIC, INC.	32,551.56		11/28/23
						3294-VARIOUS INTERSECTION			
PROJECT#:		023294							
						ACCOUNT TOTAL	32,551.56	.00	32,551.56
						FUND TOTAL	32,551.56	.00	32,551.56
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									
439-1220-431.98-96						CAPITAL PROJECTS / FINANCIAL SYSTEM			
814		06/24	AP	11/15/23	0000000	BERRY DUNN MCNEIL & PARKER, L	2,400.00		11/28/23
						IMPLEMENTATION PROJECT			
						ACCOUNT TOTAL	2,400.00	.00	2,400.00
						FUND TOTAL	2,400.00	.00	2,400.00

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FUND 443 CAPITAL PROJECTS									
443-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS									
859		06/24	AP	11/15/23	0000000	BENTON'S READY MIX CONCRETE, ORCHARD HILL PARK	1,320.50		11/28/23
PROJECT#:		023331							
859		06/24	AP	11/14/23	0000000	BENTON'S READY MIX CONCRETE, ORCHARD HILL PARK	4,032.00		11/28/23
PROJECT#:		023331							
859		06/24	AP	11/10/23	0000000	BENTON'S READY MIX CONCRETE, ORCHARD HILL PARK	417.50		11/28/23
PROJECT#:		023331							
859		06/24	AP	11/09/23	0000000	BENTON'S READY MIX CONCRETE, ORCHARD HILL PARK	1,872.00		11/28/23
PROJECT#:		023331							
841		06/24	AP	11/08/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR SIDEWALK MCCLAIN STREET	1,224.00		11/28/23
PROJECT#:		023331							
838		06/24	AP	11/07/23	0000000	ECHO GROUP, INC. NEW SHELTER AT ORCH HILL	114.44		11/28/23
PROJECT#:		023331							
841		06/24	AP	11/07/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE- STORAGE CLOSET ORCHARD HILL PARKS	626.25		11/28/23
PROJECT#:		023331							
841		06/24	AP	11/06/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR FOOTINGS ORCHARD HILL PARK	937.50		11/28/23
PROJECT#:		023331							
						ACCOUNT TOTAL	10,544.19	.00	10,544.19
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD									
809		06/24	AP	11/15/23	0000000	SCHMITT CONSTRUCTION CO.INC., 3244-ASHWORTH DR EXT.	69,671.16		11/28/23
PROJECT#:		023244							
						ACCOUNT TOTAL	69,671.16	.00	69,671.16
						FUND TOTAL	80,215.35	.00	80,215.35
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
473-1220-431.98-99 CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT									
809		06/24	AP	11/15/23	0000000	BOULDER CONTRACTING, LLC	46,224.55		11/28/23
PROJECT#:		3301-2023	SIDEWALK ASSESS						
PROJECT#:		023301							
						ACCOUNT TOTAL	46,224.55	.00	46,224.55

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FUND 473					SIDEWALK ASSESSMENT			
					FUND TOTAL	46,224.55	.00	46,224.55
FUND 483					ECONOMIC DEVELOPMENT			
FUND 484					ECONOMIC DEVELOPMENT LAND			
FUND 541					2018 STORM WATER BONDS			
FUND 544					2008 SEWER BONDS			
FUND 545					2018 SEWER BONDS			
FUND 546					SEWER IMPROVEMENT FUND			
FUND 547					SEWER RESERVE FUND			
FUND 548					1997 SEWER BOND FUND			
FUND 549					1992 SEWER BOND FUND			
FUND 550					2000 SEWER BOND FUND			
FUND 551					REFUSE FUND			
551-6675-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
820	06/24	AP		11/08/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	32.37		11/28/23
					CALENDARS			
820	06/24	AP		10/30/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	8.12		11/28/23
					PAPER			
803	06/24	AP		10/18/23	0000000 STOREY KENWORTHY	87.75		11/28/23
					OFFICE ENVELOPES			
					ACCOUNT TOTAL	128.24	.00	128.24
551-6685-426.81-20					PROFESSIONAL SERVICES / HUMANE SOCIETY			
842	06/24	AP		11/01/23	0000000 WATERLOO, CITY OF	814.80		11/28/23
					DEER DISPOSAL;10/1-10/31			
					ACCOUNT TOTAL	814.80	.00	814.80
551-6685-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
820	06/24	AP		11/08/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	20.46		11/28/23
					CALENDARS			
820	06/24	AP		10/30/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	14.59		11/28/23
					PAPER			
803	06/24	AP		10/18/23	0000000 STOREY KENWORTHY	157.95		11/28/23
					OFFICE ENVELOPES			
					ACCOUNT TOTAL	193.00	.00	193.00
551-6685-436.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES			
820	06/24	AP		11/09/23	0000000 CITY LAUNDERING CO.	89.42		11/28/23
					FIRST AID SUPPLIES			
					ACCOUNT TOTAL	89.42	.00	89.42

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 551 REFUSE FUND								
551-6685-436.73-05					OTHER SUPPLIES / OPERATING EQUIPMENT			
820		06/24	AP	09/30/23	0000000 NAPA AUTO PARTS	966.34		11/28/23
					NAPA PARTS			
					ACCOUNT TOTAL	966.34	.00	966.34
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.								
859		06/24	AP	11/09/23	0000000 PLUMB TECH INC.	4,738.00		11/28/23
					HEATER FOR TRANSFER ST			
					ACCOUNT TOTAL	4,738.00	.00	4,738.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN								
841		06/24	AP	11/10/23	0000000 MIDWEST ELECTRONIC RECOVERY	300.90		11/28/23
					ELECTRONIC RECYCLING			
820		06/24	AP	11/04/23	0000000 LIBERTY TIRE RECYCLING, LLC	802.40		11/28/23
					SCRAP TIRE RECYCLING			
803		06/24	AP	11/02/23	0000000 SAM ANNIS & CO.	86.92		11/28/23
					PROPANE TANK-RECYCLING			
803		06/24	AP	10/31/23	0000000 REPUBLIC SERVICES OF IOWA	2,093.30		11/28/23
					BAILING WIRE			
803		06/24	AP	10/04/23	0000000 SAM ANNIS & CO.	86.92		11/28/23
					PROPANE TANK-RECYCLING			
803		06/24	AP	09/15/23	0000000 SAM ANNIS & CO.	21.23		11/28/23
					PROPANE TANK-RECYCLING			
803		06/24	AP	09/06/23	0000000 SAM ANNIS & CO.	63.69		11/28/23
					PROPANE TANK-RECYCLING			
					ACCOUNT TOTAL	3,455.36	.00	3,455.36
					FUND TOTAL	10,385.16	.00	10,385.16
FUND 552 SEWER RENTAL FUND								
552-6665-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
822		06/24	AP	11/16/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	82.48		11/28/23
					SKIN CONDITIONER			
820		06/24	AP	10/30/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.33		11/28/23
					PAPER			
803		06/24	AP	10/18/23	0000000 STOREY KENWORTHY	46.80		11/28/23
					OFFICE ENVELOPES			
					ACCOUNT TOTAL	133.61	.00	133.61
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS								
822		06/24	AP	11/08/23	0000000 O'DONNELL ACE HARDWARE	133.67		11/28/23



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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 552 SEWER RENTAL FUND										
552-6665-436.74-13						SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY				11/28/23
841		06/24 AP		11/06/23	0000000	BENTON'S READY MIX CONCRETE, BOX OUT CONCRETE	240.00			
						SAMANTHA CIRCLE				
						ACCOUNT TOTAL	240.00	.00	240.00	
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
822		06/24 AP		11/09/23	0000000	JOHNSTONE SUPPLY OF WATERLOO 17TH ST MAU FILTERS	405.72			11/28/23
822		06/24 AP		10/25/23	0000000	VAN METER, INC.	121.49			11/28/23
822		06/24 AP		10/23/23	0000000	CH CONDUIT X RIPPER VAN METER, INC.	40.69			11/28/23
803		06/24 AP		07/20/23	0000000	CONDUIT PULL ELBOW CRITEX LLC	3,916.00			11/28/23
						VYLON PIPE, SOLAR SEAL				
						ACCOUNT TOTAL	4,483.90	.00	4,483.90	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
822		06/24 AP		11/10/23	0000000	ARAMARK MOPS AND RUGS	30.46			11/28/23
						ACCOUNT TOTAL	30.46	.00	30.46	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
822		06/24 AP		11/13/23	0000000	MICROBAC LABORATORIES, INC LAB ANALYSIS	139.00			11/28/23
822		06/24 AP		11/13/23	0000000	MICROBAC LABORATORIES, INC LAB ANALYSIS	139.00			11/28/23
822		06/24 AP		11/13/23	0000000	MICROBAC LABORATORIES, INC LAB ANALYSIS	139.00			11/28/23
822		06/24 AP		10/31/23	0000000	MICROBAC LABORATORIES, INC LAB ANALYSIS	139.00			11/28/23
						ACCOUNT TOTAL	556.00	.00	556.00	
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
822		06/24 AP		11/15/23	0000000	MICROBAC LABORATORIES, INC 10/22WW CHARACTERIZATION	1,791.75			11/28/23
822		06/24 AP		11/13/23	0000000	MICROBAC LABORATORIES, INC 10/24WW CHARACTERIZATION	1,791.75			11/28/23
822		06/24 AP		11/10/23	0000000	MICROBAC LABORATORIES, INC 10/30 WW CHARACTERIZATION	367.50			11/28/23
						ACCOUNT TOTAL	3,951.00	.00	3,951.00	

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FUND 552 SEWER RENTAL FUND								
552-6665-436.96-82				11/21/23	OAK PARK SEWER REPLACE PETERSON CONTRACTORS	17,133.25		11/28/23
809		06/24 AP		11/21/23	0000000			
					3182-OAK PARK SEWER			
					PROJECT#: 023182			
					ACCOUNT TOTAL	17,133.25	.00	17,133.25
					FUND TOTAL	30,613.80	.00	30,613.80
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.72-01				11/15/23	OPERATING SUPPLIES / OFFICE EXPRESS OFFICE PRODUCT	.09		11/28/23
811		06/24 AP		11/15/23	0000000			
					CLEAR PUSH PINS			
					ACCOUNT TOTAL	.09	.00	.09
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS								
859		06/24 AP		11/16/23	BENTON'S READY MIX CONCRETE, FALCON LN	192.00		11/28/23
					STORM SEWER			
820		06/24 AP		11/09/23	O'DONNELL ACE HARDWARE	6.99		11/28/23
					SUBDRAIN			
					ACCOUNT TOTAL	198.99	.00	198.99
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
809		06/24 AP		11/10/23	STRAND ASSOCIATES, INC. 10/1-10/31/23	23,079.25		11/28/23
					3306-2023 STORMWATER PLAN			
					PROJECT#: 023306			
809		06/24 AP		11/06/23	AECOM TECHNICAL SERVICES, INC 09/02-11/03/23	1,226.12		11/28/23
					3215-OLIVE ST BOX CULVERT			
					PROJECT#: 023215			
809		06/24 AP		10/31/23	IOWA NORTHLAND REGIONAL CO. O	826.47		11/28/23
					3306-2023 STORMWATER PLAN			
					PROJECT#: 023306			
					ACCOUNT TOTAL	25,131.84	.00	25,131.84
					FUND TOTAL	25,330.92	.00	25,330.92

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FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	857			06/24	AP 11/13/23 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.56			11/28/23
ACCOUNT TOTAL							4.56	.00	4.56	
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT										
	814			06/24	AP 12/01/23 0000000	CIVICPLUS	700.00			11/28/23
						ONLINE HOSTING-ORDS. CODE 12/1/23-11/30/24				
	814			06/24	AP 12/01/23 0000000	CIVICPLUS	5,880.00			11/28/23
						MUNICODE MTGS-ANNL RENEWL 12/1/23-11/30/24				
ACCOUNT TOTAL							6,580.00	.00	6,580.00	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
	857			06/24	AP 11/20/23 0000000	HEARTLAND BUSINESS SYSTEMS LL	6,389.25			11/28/23
						O365 MONTH SUBSC-NOVEMBER				
	814			06/24	AP 11/06/23 0000000	DE LAGE LANDEN FINANCIAL SERV	6,750.00			11/28/23
						DUO YEARLY SUBSCRIPTION 12/01/23-11/30/24				
	814			06/24	AP 10/31/23 0000000	IP PATHWAYS, LLC	5,650.98			11/28/23
						DR AS A SERVICE MONTHLY BILLING OCT. 2023				
	814			06/24	AP 10/17/23 0000000	HEARTLAND BUSINESS SYSTEMS LL	6,352.40			11/28/23
						O365 MONTH SUBSC.-OCTOBER				
	814			06/24	AP 09/13/23 0000000	HEARTLAND BUSINESS SYSTEMS LL	6,352.40			11/28/23
						O365 MONTH SUBSC.-SEPT.				
ACCOUNT TOTAL							31,495.03	.00	31,495.03	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
	814			06/24	AP 11/06/23 0000000	CDW GOVERNMENT, INC.	12,346.00			11/28/23
						NETWORK UPGRADE SWITCH				
	857			06/24	AP 10/30/23 0000000	CDW GOVERNMENT, INC.	55,095.00			11/28/23
						NEW NETWORK SWITCHES				
ACCOUNT TOTAL							67,441.00	.00	67,441.00	
FUND TOTAL							105,520.59	.00	105,520.59	

FUND 680 HEALTH INSURANCE FUND



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FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
820	06/24	AP	10/30/23	0000000		OFFICE EXPRESS OFFICE PRODUCT	5.95			11/28/23
						PAPER				
803	06/24	AP	10/18/23	0000000		STOREY KENWORTHY	64.35			11/28/23
						OFFICE ENVELOPES				
ACCOUNT TOTAL							70.30	.00	70.30	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
859	06/24	AP	11/14/23	0000000		NORTHLAND PRODUCTS CO.		44.00		11/28/23
						DRUM RETURN				11/28/23
820	06/24	AP	11/09/23	0000000		DICK'S PETROLEUM COMPANY	485.49			11/28/23
						2200 TECH GAS PAD REPAIR				11/28/23
859	06/24	AP	10/31/23	0000000		AIRGAS USA, LLC	99.61			11/28/23
						WELDING AND CUTTING GAS				11/28/23
820	06/24	AP	10/27/23	0000000		VIAFIELD GROWING OPPORTUNITY	27,380.00			11/28/23
						#1 DIESEL @ 1500 BLUFF ST				11/28/23
820	06/24	AP	10/12/23	0000000		VIAFIELD GROWING OPPORTUNITY	22,456.44			11/28/23
						GASHOL @BLUFF STREET				11/28/23
820	06/24	AP	09/30/23	0000000		NAPA AUTO PARTS	70.36			11/28/23
						NAPA PARTS				
ACCOUNT TOTAL							50,491.90	44.00	50,447.90	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
859	06/24	AP	11/16/23	0000000		KAY, PHILIP R.	74.00			11/28/23
						SHOP TOOL-CUTTER				11/28/23
820	06/24	AP	09/30/23	0000000		NAPA AUTO PARTS	615.87			11/28/23
						NAPA PARTS				
ACCOUNT TOTAL							689.87	.00	689.87	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
820	06/24	AP	11/10/23	0000000		CITY LAUNDERING CO.	55.40			11/28/23
						FIRST AID SUPPLIES				
ACCOUNT TOTAL							55.40	.00	55.40	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
820	06/24	AP	11/09/23	0000000		SIGNS BY TOMORROW	203.00			11/28/23
						LARGE CITY DECALS FOR GARBAGE TRUCKS				11/28/23
820	06/24	AP	09/30/23	0000000		NAPA AUTO PARTS	33,324.00			11/28/23
						NAPA PARTS				11/28/23
803	06/24	AP	08/23/23	0000000		MOTION INDUSTRIES, INC.	196.55			11/28/23

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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FUND 685 VEHICLE MAINTENANCE FUND							continued			
685-6698-446.73-04						OTHER SUPPLIES / VEHICLE SUPPLIES				
						ROLLER CHAIN FOR #3051				
						ACCOUNT TOTAL	33,723.55	.00	33,723.55	
685-6698-446.86-04						REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS				11/28/23
859				06/24	AP 11/02/23 0000000	RADIO COMMUNICATIONS CO., INC.	29.83			
						2 WAY RADIO CABLE				
						ACCOUNT TOTAL	29.83	.00	29.83	
685-6698-446.86-15						REPAIR & MAINTENANCE / TIRE REPAIRS				11/28/23
803				06/24	AP 10/31/23 0000000	D & D TIRE INC.	265.00			
						TIRE REPAIR ON #281 RR				11/28/23
820				06/24	AP 09/30/23 0000000	NAPA AUTO PARTS	1,712.67			
						NAPA PARTS				
						ACCOUNT TOTAL	1,977.67	.00	1,977.67	
685-6698-446.87-08						RENTALS / WORK BY OUTSIDE AGENCY				11/28/23
803				06/24	AP 10/26/23 0000000	D & D TIRE INC.	1,300.00			
						#348 REAR TIRES				11/28/23
803				06/24	AP 10/23/23 0000000	D & D TIRE INC.	940.00			
						#384 TIRES				
						ACCOUNT TOTAL	2,240.00	.00	2,240.00	
685-6698-446.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				11/28/23
803				06/24	AP 10/31/23 0000000	INVISION ARCHITECTURE	5,801.75			
						DRAWINGS-BULK FLUIDS PROJ				
						ACCOUNT TOTAL	5,801.75	.00	5,801.75	
685-6698-446.93-01						EQUIPMENT / EQUIPMENT				11/28/23
859				06/24	AP 11/21/23 0000000	TOYOTA OF DES MOINES	41,026.00			
						TOYOTA TACOMA FOR INSPECT				11/28/23
859				06/24	AP 11/21/23 0000000	TOYOTA OF DES MOINES	39,988.00			
						TOYOTA TACOMA FOR ENGIN				11/28/23
859				06/24	AP 11/17/23 0000000	BLACK HAWK RENTAL	12,875.00			
						MAN LIFT #8003				
						ACCOUNT TOTAL	93,889.00	.00	93,889.00	
						FUND TOTAL	188,969.27	44.00	188,925.27	

PREPARED 11/28/2023, 9:36:13  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 05/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
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			
857		06/24	AP	11/16/23	0000000	SIGNS & DESIGNS, INC.	285.75		11/28/23
						DOL:10/20/23-RAB DAMAGE			
						UNIVERSITY/WATERLOO LTRS			
						ACCOUNT TOTAL	285.75	.00	285.75
						FUND TOTAL	285.75	.00	285.75
FUND 724						TRUST & AGENCY			
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	1,982,652.60	44.00	1,982,608.60